

Oscar Leeser
Mayor

Tommy Gonzalez
City Manager



CITY COUNCIL
Peter Svarzbein, District 1
Alexsandra Anello, District 2
Cassandra Hernandez, District 3
Joe Molinar, District 4
Isabel Salcido, District 5
Claudia L. Rodriguez, District 6
Henry Rivera, District 7
Cissy Lizarraga, District 8

AGENDA FOR THE REGULAR COUNCIL MEETING

November 08, 2022

**COUNCIL CHAMBERS, CITY HALL, 300 N. CAMPBELL AND VIRTUALLY
9:00 AM**

**THE LOCAL HEALTH AUTHORITY STRONGLY RECOMMENDS THE USE OF
MASKS IN ALL CITY FACILITIES AND INDOOR SPACES**

Teleconference phone number: 1-915-213-4096

Toll free number: 1-833-664-9267

Conference ID: 260-011-781#

AND

**AGENDA REVIEW MEETING
COUNCIL CHAMBERS, CITY HALL
300 N. CAMPBELL AND VIRTUALLY**

November 7, 2022

9:00 AM

Teleconference phone number: 1-915-213-4096

Toll free number: 1-833-664-9267

Conference ID: 547-374-081#

Notice is hereby given that an Agenda Review Meeting will be conducted on November 7, 2022 at 9:00 A.M. and a Regular Meeting of the City Council of the City of El Paso will be conducted on November 8, 2022 at 9:00 A.M. Members of the public may view the meeting via the following means:

Via the City's website. <http://www.elpasotexas.gov/videos>

Via television on City15,

YouTube: <https://www.youtube.com/user/cityofelpasotx/videos>

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

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

At the prompt please enter the corresponding Conference ID:

Agenda Review, November 7, 2022 Conference ID: 547-374-081#
Regular Council Meeting, November 8, 2022 Conference ID: 260-011-781#

The public is strongly encouraged to sign up to speak on items on this agenda before the start of this meeting on the following links:

For Call to the Public: <https://elpasotx.seamlessdocs.com/f/SpeakerSignUpFormPublic>

To speak on Agenda Items: <https://elpasotx.seamlessdocs.com/f/SpeakerSignUpFormItem>

A quorum of City Council must participate in the meeting.

ROLL CALL

INVOCATION BY EL PASO POLICE CHAPLAIN JOE MARATTA

PLEDGE OF ALLEGIANCE

MAYOR'S PROCLAMATIONS

Veterans Day

Dave's A Pawn Shop Day

Border Youth Athletic Association's Academic Achievement Day

NOTICE TO THE PUBLIC

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

CONSENT AGENDA - APPROVAL OF MINUTES:

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

1. Approval of the Minutes of the Regular City Council Meeting of October 25, 2022, the Agenda Review Meeting of October 24, 2022, the Work Session of October 24, 2022, and the Work Session of February 1, 2021.

[22-1466](#)

All Districts

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

CONSENT AGENDA - REQUEST TO EXCUSE ABSENT CITY COUNCIL MEMBERS:

2. Excuse Representative Joe Molinar from the November 8, 2022 Regular City Council Meeting. [22-1465](#)

CONSENT AGENDA - RESOLUTIONS:

Goal 1: Create an Environment Conducive to Strong, Sustainable Economic Development:

3. That the City Manager be authorized to sign a Temporary Land Use Lease by and between the City of El Paso ("Lessor") and ASC Technical Institute, LLC ("Lessee") regarding the following described property: A portion of Lot 4, Block 1-C, El Paso International Airport Tracts, City of El Paso, El Paso County, Texas consisting of 53,295 square feet of land and site improvements, municipally known and numbered as 6535 De Havilland, El Paso, Texas. [22-1421](#)

The five (5) year initial month-to-month term begins on November 8, 2022 ("Effective Date") and ends no later than November 7, 2027. The monthly rental fee will be \$1,954.15 per month. There are no options to extend the lease. The lease includes a provision that allows the City to terminate the lease at any time with sixty (60) days notice to the tenant.

District 3

Airport, Sam Rodriguez, (915) 212-7301

4. A Resolution that the Mayor of the City of El Paso is authorized to sign a Letter of Support on behalf of the City Council to engage with organizations committed to the support of small business and in conformity with this Resolution, provided the initiative or project does not conflict with City programmatic priorities; to include but not be limited to the entities listed below: [22-1459](#)
- International Economic Development Council (IEDC)
 - National League of Cities (NLC)
 - The Aspen Institute Latinos & Society

All Districts

Economic and International Development, Mirella Craigo, (915) 212-1617

Goal 3: Promote the Visual Image of El Paso

5. A Resolution approving a detailed site development plan for the property described as all of Lots 9 through 16, Block 47, and a portion of San Jose Street, Third Amended Map of Highland Park Addition, 1360 N. Cotton Street, City of El Paso, El Paso County, Texas. The penalty is as provided for in Chapter 20.24 of the El Paso City Code. [22-1461](#)

The proposed detailed site plan meets the intent of the Future Land Use

designation for the property and is in accordance with *Plan El Paso*, the City's Comprehensive Plan.

Subject Property: 1360 Cotton St.

Applicant: Scenic View Townhomes LLC, PZDS22-00021

District 2

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

Planning and Inspections, Saul Pina, (915) 212-1612

Goal 4: Enhance El Paso's Quality of Life through Recreational, Cultural and Educational Environments

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

6. Resolution that the 2022 Guidelines for the City Employees Charitable Campaign be adopted, designating the United Way of El Paso County as the Local Campaign Manager, and designating the City's Human Resources Director or designee to act as the liaison to work with the Local Campaign Manager in the administration of the campaign.

[22-1425](#)

All Districts

Human Resources, Araceli Guerra, (915) 212-1401

Goal 8: Nurture and Promote a Healthy, Sustainable Community

7. That the City Manager or designee be authorized to sign a Professional Services Agreement between Best Friends Animal Society ("Best Friends"), a Utah nonprofit corporation and the City of El Paso to support the City of El Paso Animal Shelter in achieving a minimum of ninety percent (90%) live release rate, for a total of \$63,000 payable to Best Friends to be divided equally into twelve equal monthly payments by the City of El Paso, for a term of twelve (12) months with monthly options to extend by mutual written agreement of the Parties.

[22-1430](#)

All Districts

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

8. That the City Manager be authorized to sign an Agreement for Professional Services by and between the City of El Paso and Carl Daniel Architects, Inc. for a project known as El Paso Health Department MCA Clinic for an amount not to exceed \$384,530.00 and that the City Engineer is authorized to approve additional Basic Services and Reimbursables for an amount not to exceed \$50,000.00 and to approve Additional Services for an amount not to exceed \$50,000.00, if such services are necessary, for the proper execution of the project and that the increased amounts are within the appropriate budgets of the project for a total amount of \$484,530.00 and that the City Manager be authorized to establish the funding sources and make any necessary budget transfers and execute any and all documents necessary for the execution of the agreement.

[22-1439](#)

District 4

Capital Improvement Department, Yvette Hernandez, (915) 212-1860

9. The linkage to the Strategic Plan is subsection 8.3: Enhance animal services to ensure El Paso's pets are provided a safe and healthy environment. [22-1453](#)

Request that the Purchasing & Strategic Sourcing Director is authorized to notify Vendors listed that the City is rescinding awarded Contract No. 2021-0046 Veterinary Medical Supplies, pursuant to the provisions and requirements of the Contract, and that the rescinding shall be effective as of the date this Resolution is approved.

1. Loren Hodges & Sons Inc. dba Longhorn Distribution
2. Lambert Vet Supply
3. Midwest Veterinary Supply, Inc.
4. Manuel Talamantes III dba El Paso Veterinary Supply
5. Butler Animal Health Holding Company, LLC dba Covetrus North America

All Districts

Purchasing and Strategic Sourcing, Claudia A. Garcia, (915) 212-1218
Animal Services Department, Terry K. Kebschull, (915) 212-8742

CONSENT AGENDA - APPLICATIONS FOR TAX REFUNDS:

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

10. Tax refund to El Paso Five Star Homes, Inc. dba Flair Homes Texas, in the amount of \$5,557.05 for an overpayment made on January 30, 2022 of 2021 taxes. (Geo. # C539-999-0100-5900). This action would allow us to comply with state law which requires approval by the legislative body of refunds of tax overpayments greater than \$2,500.00. [22-1433](#)

All Districts

Tax Office, Maria O. Pasillas, (915) 212-1737

CONSENT AGENDA - NOTICE FOR NOTATION:

Goal 5: Promote Transparent and Consistent Communication Amongst All Members of the Community

11. Accept the donation of \$5,000 from Sierra Machinery to go towards holiday events and initiatives in District 3, to include turkeys for families in need during Thanksgiving and Christmas gifts and grocery gift cards for less-fortunate neighborhoods in the district. [22-1423](#)

Members of the City Council, Representative Cassandra Hernandez, (915) 212-0003

12. Accept the donation of \$1,000 from ZTEX Construction to District 2 for a Halloween event with the Seville Recreation Center. [22-1480](#)

CONSENT AGENDA - NOTICE OF CAMPAIGN CONTRIBUTIONS:

Goal 5: Promote Transparent and Consistent Communication Amongst All Members of the Community

13. For notation pursuant to Section 2.92.080 of the City Code, receipt of the following campaign contributions by Representative Claudia L. Rodriguez, District 6 : \$250.00 from Rebecca and David Contreras; \$5000.00 from Woody Hunt; \$1000.00 from Lorna Escobar; \$1000.00 from Ben Ivey. [22-1428](#)

Members of the City Council, Representative Claudia L. Rodriguez, (915) 212-0006

14. For notation pursuant to Section 2.92.080 of the City Code, receipt of campaign contributions of five hundred dollars or greater by Representative Isabel Salcido in the amounts of \$2,500.00 by Richard Aguilar and \$2,000.00 by TREPAC/Texas Association of Realtors Political Action Committee. [22-1474](#)

Members of the City Council, Representative Isabel Salcido, (915) 212-0005

CONSENT AGENDA - REQUESTS TO ISSUE PURCHASE ORDERS:

Goal 7: Enhance and Sustain El Paso's Infrastructure Network

15. The linkage to the strategic plan is subsection 7.2 - Improve Competitiveness Through Infrastructure Improvements Impacting the Quality of Life. [22-1452](#)

Award Summary:

The award of Solicitation 2023-0209 On Call Median Maintenance to Border TM Industries, Inc. dba Xceed Resources for 2023-0209 On Call Median Maintenance, for a term of one (1) year for an estimated amount of \$300,000.00. This contract will allow the on-call maintenance of City medians.

Contract Variance:

N/A

Department:	Environmental Services
Award to:	Border TM Industries, Inc. dba Xceed Resources
	El Paso, TX
Initial Term:	1 year
Annual Estimated Amount:	\$300,000.00
Total Estimated Award:	\$300,000.00 (1 year)
Account No.:	532 - 2305 - 522210 - 32120 - P3215
Funding Source:	Environmental Fee Fund
District(s):	All

This is a Non-Competitive, service contract.

The Purchasing & Strategic Sourcing and Environmental Services Departments recommend award as indicated to Border TM Industries, Inc. dba Xceed Resources.

All Districts

Purchasing and Strategic Sourcing, Claudia A. Garcia, (915) 212-1218
Environmental Services, Ellen Smyth, (915) 212-6060

CONSENT AGENDA - BEST VALUE PROCUREMENTS:

Goal 1: Create an Environment Conducive to Strong, Sustainable Economic Development:

16. The linkage to Strategic Plan is subsection 1.5 - Stimulate economic growth through transit and bridges integration. [22-1463](#)

Award Summary:

Request that the Director of Purchasing & Strategic Sourcing Department be authorized to issue a Purchase Order to Ace Government Services referencing Contract 2017-1079 Janitorial Services - International Bridges. This will be a change order to increase the contract by \$62,848.00 for a total amount not to exceed \$691,336.00, The change order will cover expenses for the remainder of the contract term, February 28, 2023.

Contract Variance:
No contract variance

Department:	International Bridges
Award to:	Ace Government Services, LLC
	El Paso, TX
Total Estimated Amount:	\$62,848.00
Account No.:	522060-564-3300-64830
Funding Source:	Maintenance Service Contract - Janitorial
District(s):	All

This is a Best Value, services contract.

All Districts

Purchasing and Strategic Sourcing, Claudia A. Garcia, (915) 212-1218
International Bridges, David Coronado, (915) 212-7505

REGULAR AGENDA - MEMBERS OF THE CITY COUNCIL

Goal 4: Enhance El Paso's Quality of Life through Recreational, Cultural and Educational Environments

17. Discussion and action on a Resolution that the City of El Paso proudly honors and recognizes this November 11th as Marathon Petroleum Company and the creation of Refinery Veterans Network Day. [22-1475](#)

All Districts

Members of the City Council, Representative Cassandra Hernandez, (915) 212-0003

18. Discussion and action to recognize the founders of La Parada and all of the community members that have contributed to more than twelve years of bringing people together to celebrate our local arts and culture. [22-1477](#)

All Districts

Members of the City Council, Representative Peter Svarzbein, (915) 212-1002

Goal 7: Enhance and Sustain El Paso's Infrastructure Network

19. Discussion and action to direct staff to return with strategies for implementation of Sustainable Development Goals (SDG) within performing and resilience framework. [22-1473](#)

All Districts

Members of the City Council, Representative Peter Svarzbein, (915) 212-1002

Goal 8: Nurture and Promote a Healthy, Sustainable Community

20. Discussion and action on a Resolution that the City Council recognizes the talents of these young athletes in the City of El Paso at Cheer Force Athletics. [22-1424](#)

All Districts

Members of the City Council, Representative Claudia L. Rodriguez, (915) 212-0006

21. Discussion and action to establish a landbank strategy and infill incentive program for affordable housing. [22-1472](#)

All Districts

Members of the City Council, Representative Peter Svarzbein, (915) 212-1002

REGULAR AGENDA - OPERATIONAL FOCUS UPDATES

Goal 3: Promote the Visual Image of El Paso

22. Update on Median Maintenance. [22-1431](#)

All Districts

Environmental Services, Ellen A. Smyth, (915) 212-6000

Goal 8: Nurture and Promote a Healthy, Sustainable Community

23. Presentation and discussion on El Paso Animal Services Medical Operations. [22-1366](#)
[POSTPONED FROM 10-25-2022]

All Districts

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

Goal 7: Enhance and Sustain El Paso's Infrastructure Network

24. Presentation and discussion on Pavement Condition Index (PCI) results. [22-1420](#)
[POSTPONED FROM 10-25-2022]

All Districts

Capital Improvement Department, Sam Rodriguez, (915) 212-0065

25. Presentation and discussion on the Neighborhood Traffic Management Program (NTMP). [22-1429](#)

All Districts

Streets and Maintenance, Olivia Montalvo-Patrick, (915) 212-1875

CALL TO THE PUBLIC – PUBLIC COMMENT:

Call to the Public will begin at 12:00 p.m. Requests to speak must be received by 9:00 a.m. on the date of the meeting. Sixty minutes in total will be devoted for Call to the Public. This time is reserved for members of the public who would like to address the City Council on items that are not on the City Council Agenda.

Members of the public may communicate with Council during public comment, and regarding agenda items by calling 1-915-213-4096 or toll free number 1-833-664-9267 at the prompt please enter the following Conference ID: 260-011-781#

A sign-up form is available on line for those who wish to sign up in advance of the meeting at: <https://elpasotx.seamlessdocs.com/f/SpeakerSignUpFormPublic>

REGULAR AGENDA - FIRST READING OF ORDINANCES:

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

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

Public Hearings will be held as part of the regular City Council meeting that begins at approximately 9:00 a.m. All interested persons present shall have an opportunity to be heard at that time. After the public hearings, Council may also delay taking action on Ordinances; no requirement is made by Section 3.9B of the El Paso City Charter to publish any further notice. Copies of all Ordinances are available for review in the City Clerk's office, 300 N. Campbell, Monday through Thursday, 7:00 a.m. to 6:00 p.m.

Goal 3: Promote the Visual Image of El Paso

26. An Ordinance changing the zoning of Lots 25 through 32, Block 15, Highland Park Subdivision, City of El Paso, El Paso County, Texas from R-5 (Residential) to A-O (Apartment/Office). The penalty is as provided for in Chapter 20.24 of the El Paso City Code.

[22-1422](#)

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

Subject Property: South of Detroit Avenue and East of Murchison Drive
Applicant: T.J. Karam, PZRZ22-00028

District 8

Planning and Inspections, Philip F. Etiwe, (915) 212-1553
Planning and Inspections, Nina Rodriguez, (915) 212-1561

PUBLIC HEARING WILL BE HELD ON DECEMBER 6, 2022

27. An Ordinance changing the zoning of the South 27 feet of Lots 30, 31, and 32, in Block 100, East El Paso, 1112 N. San Marcial Street, City of El Paso, El Paso County, Texas from R-5 (Residential) to G-MU (General Mixed Use), and approving a master zoning plan. The penalty is as provided for in Chapter 20.24 of the El Paso City Code.

[22-1435](#)

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

Subject Property: 1112 N. San Marcial Street
Applicant: Buck Money Johnston and Brian Campbell Bosworth, PZRZ22-00022

District 2

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

PUBLIC HEARING WILL BE HELD ON DECEMBER 6, 2022

REGULAR AGENDA – OTHER BIDS, CONTRACTS, PROCUREMENTS:

Goal 2: Set the Standard for a Safe and Secure City

28. The linkage to the Strategic Plan is subsection 2.1 - Maintain standing as one of the nation's top safest cities.

[22-1436](#)

Award Summary:

Discussion and action on the request that the Director of the Purchasing and Strategic Sourcing Department be authorized to issue a Purchase Order(s) to

Texas Commission on Fire Protection (TCFP). Texas Commission on Fire Protection is a State Agency and the sole source for the TCFP certification in order to comply with the requirements under the Texas Administrative Code Title 37; Part 13; Chapter 421; Rule 421.17.

Contract Variance:

The difference in price, based on comparison to the previous contract is as follows: An increase of \$5,550.00 for the annual estimated amount, which represents an 8.45% increase due to the number of uniformed employees increased.

Department:	Fire
Award to:	Texas Commission on Fire Protection Austin, TX
Annual Estimated Amount:	\$71,250.00
Funding Source:	Professional Licenses and Memberships
Account No.:	322-1000-22020-544140-P2221
Districts(s):	All
Reference No.:	2023-0118

This is a Sole Source, requirements contract.

All Districts

Purchasing and Strategic Sourcing, Claudia A. Garcia, (915) 212-1218
Fire Department, Jonathan P Killings, (915) 493-5609

Goal 4: Enhance El Paso's Quality of Life through Recreational, Cultural and Educational Environments

29. Discussion and action that the City Manager be authorized to sign a Use, Construction, and Donation Agreement with Western Refining Company, LLC for use, construction and donation of improvements at Marina Rios Park. [POSTPONED FROM 10-25-2022]

[22-1370](#)

District 2

Capital Improvement Department, Yvette Hernandez, (915) 212-1860

Goal 7: Enhance and Sustain El Paso's Infrastructure Network

30. The linkage to the Strategic Plan is subsection 7.2 - Improve competitiveness through infrastructure improvements impacting the quality of life.

[22-1457](#)

Award Summary:

Discussion and action on the award of Solicitation 2022-0403 Padilla Street Reconstruction to ZTEX CONSTRUCTION, INC. for an estimated total amount of \$3,007,588.00. The project scope consists of reconstructing Padilla Dr. from Playa Drain to Zaragoza Rd. Construction improvements include the demolition of concrete, asphaltic pavement, curb, hardscape, landscaping, sanitary sewer improvements, adjustment to existing vehicular gates, and upgrade of existing

street signage.

Department: Capital Improvement
Award to: ZTEX CONSTRUCTION, INC.
El Paso, TX
Item(s): Base Bid I and Deductive Alternate 1, Base Bid II,
and Base Bid III
Initial Term: 300 Consecutive Calendar Days
Base Bid I and Deductive Alternate 1: \$2,069,321.40
Base Bid II: \$466,619.60
Base Bid III: \$471,647.00
Total Estimated Award: \$3,007,588.00
Funding Source: 2013 Street Infrastructure and El Paso
Water Utilities Funding
Accounts: 190-4740-580270-28900-PCP20ST006
190-4970-580270-38230-PCP20ST006
District(s): 7

This is a Competitive Sealed Proposal, unit price contract.

The Purchasing & Strategic Sourcing and Capital Improvement Departments recommend award as indicated to ZTEX CONSTRUCTION, INC. the highest ranked offeror.

It is requested that the City Manager be authorized to establish the funding sources and make any necessary budget transfers and execute any and all documents necessary for execution of this award.

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

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

District 7

Purchasing and Strategic Sourcing, Claudia A. Garcia, (915) 212-1218
Capital Improvement Department, Yvette Hernandez, (915) 212-1845

Goal 8: Nurture and Promote a Healthy, Sustainable Community

31. Discussion and action that the City Manager be authorized to sign a two year On-Call Professional Services Agreement to perform environmental services on a task-by-task basis by and between the City of El Paso and each of the following three (3) consultants:

[22-1440](#)

1. Arcadis USA, Inc.

2. Souder Miller & Associates, Inc.
3. WSP USA Environment & Infrastructure, Inc. (formerly Wood Environment and Infrastructure Solution, Inc.)

Each On Call Agreement will be for an amount not to exceed \$300,000.00 and each agreement will include authorization for the City Engineer to approve additional Basic Services and Reimbursables for an amount not to exceed \$50,000.00 and authorization for the City Engineer to approve Additional Services for an amount not to exceed \$50,000.00 if the identified services are necessary for proper execution of identified project and if the increased amounts are within the appropriate budget identified of the project for a total amount of \$400,000.00. In addition, the City Manager is authorized to establish the funding sources and make any necessary budget transfers and execute any and all documents necessary for execution of each On-Call Agreement.

All Districts

Capital Improvement Department, Yvette Hernandez, (915) 212-1860

- 32.** The linkage to the Strategic Plan is subsection 8.3: Enhance animal services to ensure El Paso's pets are provided a safe and healthy environment.

[22-1464](#)

Award Summary:

Discussion and action of the award of Solicitation No. 2022-0850 Veterinary Medical Supplies (Re-Bid III) to Manuel Talamantes, III dba El Paso Veterinary Supply and Steris Corporation dba Hu-Friedy Mfg. Co. LLC, for an initial term of three (3) years for an estimated amount of \$1,153,238.58. This contract will allow Animal Services to procure surgical, medications, antibiotics, test kits and other medical supplies needed for animals in their care.

Contract Variance:

The difference in price based on comparison to the previous contract is as follows: An increase of \$379,571.61 for the initial term, which represents a 49.06% increase due to quantity and price increases.

Department:	Animal Services
Vendor # 1:	Manuel Talamantes, III dba El Paso Veterinary Supply
	El Paso, TX
Item(s):	Group I (Items 1-4, 7, 9-58, 61-81 and 83) Group II (Items 1-9, 12-31, 34-62, 64-73 and 75-96)
Initial Term:	3 years
Annual Estimated Award:	\$383,086.18
Total Estimated Award:	\$1,149,258.54 (3 years)
Vendor # 2:	Steris Corporation dba Hu-Friedy Mfg. Co. LLC
	Chicago, IL
Item(s):	Group II (Items 10, 11 and 32)
Initial Term:	3 years
Annual Estimated Award:	\$1,326.68
Total Estimated Award:	\$3,980.04 (3 years)

Total Annual Amount: \$384,412.86 (2 Vendors)
Total Estimated Award: \$1,153,238.58 (3 years) (2 Vendors)
Account No.: Non-Federal Funds
Funding Source: 225-2580-25120-531120
District(s): All

This is a low bid, unit price contract.

The Purchasing & Strategic Sourcing and Animal Services Departments recommend award as indicated to Manuel Talamantes, III dba El Paso Veterinary Supply and Steris Corporation dba Hu-Friedy Mfg. Co. LLC, the lowest, responsive and responsible bidders.

All Districts

Purchasing and Strategic Sourcing, Claudia A. Garcia, (915) 212-1218
Animal Services, Terry K. Kebschull, (915) 212-8742

REGULAR AGENDA – PUBLIC HEARINGS AND SECOND READING OF ORDINANCES:

Goal 3: Promote the Visual Image of El Paso

- 33.** An Ordinance changing the zoning of the property described as Lot 3, Block 42, Magoffin Addition, 815 Tays Street, City of El Paso, El Paso County, Texas from A-3 (Apartment) and C-1 (Commercial) to S-D (Special Development), pursuant to Section 20.04.360, and approving a detailed site development plan pursuant to Section 20.04.150 and 20.10.360 of the El Paso City Code to allow for an office and district area, front yard setback and side yard setback reductions as permitted in the S-D (Special Development) zone district. The penalty is as provided for in Chapter 20.24 of the El Paso City Code. [22-1271](#)

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

Subject Property: 815 Tays Street
Applicant: ALU-Copper A R LLC. - PZRZ22-00026

District 8

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

- 34.** An Ordinance granting Special Permit No. PZST22-00008, to allow for parking spaces (serving another property) on the property described as Tract 6-B and 18-B, Block 4, Upper Valley Surveys, 5020 Country Club Place, City of El Paso, El Paso County, Texas, pursuant to Section 20.04.260 of the El Paso City Code. The penalty being as provided in Chapter 20.24 of the El Paso City Code. [22-1272](#)

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

Subject Property: 5020 Country Club Place
Applicant: El Paso Country Club - PZST22-00008

District 1

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

- 35.** An Ordinance changing the zoning of Lots 1 and 2, Block 6, Highland Park, 1837 Grandview Avenue, City of El Paso, El Paso County, Texas from R-5 (Residential) to A-O (Apartment/Office), and imposing a condition. The penalty is as provided for in Chapter 20.24 of the El Paso City Code.

[22-1296](#)

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

Subject Property: 1837 Grandview Ave.
Applicant: Marcela V. De Panetta, PZRZ21-00033

District 8

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

- 36.** An Ordinance releasing conditions No. 2 and No. 3 placed on property by Ordinance No. 5193 which changed the zoning of portion of H. F. Fisher Survey No. 293, City of El Paso, El Paso County, Texas. The penalty is as provided for in Chapter 20.24 of the El Paso City Code.

[22-1298](#)

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

Subject Property: 1837 Grandview Ave.
Applicant: Marcela V. De Panetta, PZCR22-00001

District 8

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

- 37.** An Ordinance changing the zoning of a portion of Lots 14 through 26, Block 4, Hughes Subdivision of Block 2, Alameda Acres, 5713 Welch Avenue, City of El Paso, El Paso County, Texas from S-D/sp (Special Development/special permit) to M-1 (Light Manufacturing), and imposing conditions. The penalty is as provided for in Chapter 20.24 of the El Paso City Code.

[22-1310](#)

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

Subject Property: 5713 Welch Ave.
Applicant: Jose Manuel Valenzuela and Maria Del Sol Covarrubias,

PZRZ22-00016

District 2

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

38. An Ordinance vacating a 3.81 acre portion of Threadgill Avenue, Ranchito Avenue, Roanoke Avenue, Rutledge Place, and Albany Drive, located within Los Ranchitos Subdivision, City of El Paso, El Paso County, Texas.

[22-1359](#)

Applicant: El Paso Water Utilities - Public Service Board, SURW22-00007

District 4

Planning and Inspections, Philip F. Etiwe, (915) 212-1553
Planning and Inspections, Jorge Olmos, (915) 212-1607

REGULAR AGENDA - OTHER BUSINESS:

Goal 1: Create an Environment Conducive to Strong, Sustainable Economic Development

39. Discussion and action on a Resolution that the City Manager be authorized to sign a Chapter 380 Economic Development Program Agreement ("Agreement") by and between CITY OF EL PASO ("City") and LEGATE CO TEXAS, LLC ("Applicant") in support of the renovation of a mixed-use building located in the downtown El Paso. The Agreement requires the Applicant to make a minimum investment of \$421,046.

[22-1462](#)

District 8

Economic and International Development, Robert A. Read, (915) 212-1699

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

40. Presentation, discussion and action on the FY 2021-2022 4th Quarter Financial Report and to authorize the City Manager or his designee to allocate year-end surplus to the Operating and Debt Stabilization Fund.

[22-1454](#)

All Districts

Office of Management and Budget, K. Nicole Cote, (915) 212-1092

Goal 7: Enhance and Sustain El Paso's Infrastructure Network

41. Presentation and discussion and action on coordination regarding Frontera Road congestion.

[22-1458](#)

All Districts

Capital Improvement Department, Joaquin Rodriguez, (915) 212-0065

EXECUTIVE SESSION

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

Section 551.071	CONSULTATION WITH ATTORNEY
Section 551.072	DELIBERATION REGARDING REAL PROPERTY
Section 551.073	DELIBERATION REGARDING PROSPECTIVE GIFTS
Section 551.074	PERSONNEL MATTERS
Section 551.076	DELIBERATION REGARDING SECURITY DEVICES OR SECURITY AUDITS
Section 551.087	DELIBERATION REGARDING ECONOMIC DEVELOPMENT NEGOTIATIONS
Section 551.089	DELIBERATION REGARDING SECURITY DEVICES OR SECURITY AUDITS; CLOSED MEETING

ADJOURN

NOTICE TO THE PUBLIC:

Sign Language interpreters are provided for regular City Council meetings. If you need Spanish Interpreter Services, you must email CityClerk@elpasotexas.gov at least 72 hours in advance of the meeting.

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

<http://www.elpasotexas.gov/>



El Paso, TX

300 N. Campbell
El Paso, TX

Legislation Text

File #: 22-1466, **Version:** 1

CITY OF EL PASO, TEXAS LEGISTAR AGENDA ITEM SUMMARY FORM

DISTRICT, DEPARTMENT, CONTACT INFORMATION:

Please choose District and Department from drop down menu. Please post exactly as example below.

No Title's, No emails. Please use ARIAL 10 Font.

All Districts

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

AGENDA LANGUAGE:

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

Approval of the Minutes of the Regular City Council Meeting of October 25, 2022, the Agenda Review Meeting of October 24, 2022, the Work Session of October 24, 2022, and the Work Session of February 1, 2021.



El Paso, TX

300 N. Campbell
El Paso, TX

Legislation Text

File #: 22-1465, Version: 1

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

DISTRICT, DEPARTMENT, CONTACT INFORMATION:

Please choose District and Department from drop down menu. Please post exactly as example below.

No

AGENDA LANGUAGE:

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

Excuse Representative Joe Molinar from the November 8, 2022 Regular City Council Meeting.



Legislation Text

File #: 22-1421, Version: 1

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

DISTRICT, DEPARTMENT, CONTACT INFORMATION:

Please choose District and Department from drop down menu. Please post exactly as example below.

No Title's, No emails. Please use ARIAL 10 Font.

District 3

Airport, Sam Rodriguez, (915) 212-7301

AGENDA LANGUAGE:

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

That the City Manager be authorized to sign a Temporary Land Use Lease by and between the City of El Paso ("Lessor") and ASC Technical Institute, LLC ("Lessee") regarding the following described property: A portion of Lot 4, Block 1-C, El Paso International Airport Tracts, City of El Paso, El Paso County, Texas consisting of 53,295 square feet of land and site improvements, municipally known and numbered as 6535 De Havilland, El Paso, Texas.

The five (5) year initial month-to-month term begins on November 8, 2022 ("Effective Date") and ends no later than November 7, 2027. The monthly rental fee will be \$1,954.15 per month. There are no options to extend the lease. The lease includes a provision that allows the City to terminate the lease at any time with sixty (60) days notice to the tenant.

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

AGENDA DATE: November 8, 2022

PUBLIC HEARING DATE: N/A

CONTACT PERSON: Samuel Rodriguez, P.E. Aviation Director (915) 212-7301

DISTRICT(S) AFFECTED: 3

STRATEGIC GOAL 1: Create an Environment Conducive to Strong, Sustainable Economic Development

SUBGOAL: N/A

SUBJECT:

That the City Manager be authorized to sign a Temporary Land Use Lease by and between the City of El Paso ("Lessor") and ASC Technical Institute, LLC ("Lessee") regarding the following described property:

A portion of Lot 4, Block 1-C, El Paso International Airport Tracts, City of El Paso, El Paso County, Texas consisting of 53,295 square feet of land and site improvements, municipally known and numbered as 6535 De Havilland, El Paso, Texas.

The five (5) year initial month-to-month term begins on November 8, 2022 ("Effective Date") and ends no later than November 7, 2027. The monthly rental fee will be \$1,954.15 per month. There are no options to extend the lease. The lease includes a provision that allows the City to terminate the lease at any time with sixty (60) days notice to the tenant.

BACKGROUND / DISCUSSION:

The Lessee operates a private vocational training school at the Airport's Cargo Bldg. #2 and specializes in training and retraining veterans in a variety of fields including electrical and plumbing trades. This location will allow the school to add truck driving / commercial driver's license (CDL) training to their program.

PRIOR COUNCIL ACTION:

- October 12, 2021 – Lessor and Lessee entered into an Air Cargo Building Lease Agreement through October 12, 2026.

AMOUNT AND SOURCE OF FUNDING:

N/A: This is a revenue-generating item.

HAVE ALL AFFECTED DEPARTMENTS BEEN NOTIFIED? X YES NO

PRIMARY DEPARTMENT: Aviation

SECONDARY DEPARTMENT: N/A

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

DEPARTMENT HEAD: _____

Samuel Rodriguez, P.E., Director of Aviation

RESOLUTION

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

That the City Manager be authorized to sign a Temporary Land Use Lease by and between the City of El Paso ("Lessor") and ASC Technical Institute, LLC ("Lessee") regarding the following described property:

A portion of Lot 4, Block 1-C, El Paso International Airport Tracts, City of El Paso, El Paso County, Texas consisting of 53,295 square feet of land and site improvements, municipally known and numbered as 6535 De Havilland, El Paso, Texas.

APPROVED this ____ day of _____ 2022.

CITY OF EL PASO

Oscar Leaser
Mayor

ATTEST:


Laura D. Prine
City Clerk

APPROVED AS TO FORM:



Josette Flores
Senior Assistant City Attorney

APPROVED AS TO CONTENT:



Samuel Rodriguez, P.E.
Director of Aviation

TEMPORARY LAND USE LEASE

El Paso International Airport
El Paso, Texas

ASC TECHNICAL INSTITUTE, LLC
Lessee

Effective Date

**TEMPORARY LAND USE LEASE
TABLE OF CONTENTS**

	PAGE
ARTICLE I - PREMISES AND PRIVILEGES.....	1
1.01 Description of Premises Demised.....	1
1.02 [Reserved].....	1
1.03 Restriction of Privileges, Uses and Rights.	1
1.04 Conditions of Granting Lease.....	1
ARTICLE II - TERM OF LEASEHOLD	2
2.01 Term.....	2
2.02 Reserved.	2
2.03 Holding Over.	2
2.04 National Emergency.	2
ARTICLE III – RENT.....	2
3.01 Rent.....	2
3.02 Commencement of Rent and Time of Payment.....	3
3.03 Security Deposit.	3
3.04 Unpaid Rent, Fees and Charges.....	3
3.05 Place of Payment.	3
ARTICLE IV - OBLIGATIONS OF LESSOR.....	3
4.01 Quiet Enjoyment.....	3
ARTICLE V - OBLIGATIONS OF LESSEE.....	3
5.01 Net Lease.	3
5.02 Condition of Premises.	4
5.03 Compliance with Laws.	4
5.04 [Reserved].....	7
5.05 [Reserved].....	7
5.06 Landscaping and Maintenance of Improvements.	7
5.07 Utilities.	8
5.08 Trash, Garbage, and Other Refuse.....	8
5.10 Penalties Assessed by Federal Agencies.	8
ARTICLE VI -.....	8
INSURANCE AND INDEMNIFICATION.....	8
6.01 Insurance.....	8

6.02	Additional Insured.	8
6.03	Fire and Other Risks Insurance.	9
6.04	[Reserved].....	9
6.05	Authorized Insurance and Surety Companies.	9
6.06	INDEMNIFICATION.	10
ARTICLE VII - DESTRUCTION OF IMPROVEMENTS BY FIRE		10
OR OTHER CASUALTY		10
7.01	[Reserved].....	10
7.02	Insurance Proceeds.	10
7.03	Cancellation of Lease.	10
ARTICLE VIII - CONDEMNATION		11
8.01	Definitions.	11
8.02	Notice of Condemnation.....	12
8.03	Rights of Parties during Condemnation Proceeding.....	12
8.04	Taking of Leasehold.	12
8.05	Total Taking.	12
8.06	Partial Taking.	12
8.07	Obligations of Lessee under Partial Taking.	13
8.08	Taking of Temporary Use of Premises and Improvements.....	13
ARTICLE IX - ENCUMBRANCES		13
9.01	Encumbrance.	13
9.02	Mortgagee's Rights.	14
9.03	Rights on Foreclosure.....	14
ARTICLE X - EXPIRATION, CANCELLATION, ASSIGNMENT AND TRANSFER....		14
10.01	Expiration.	14
10.02	Cancellation.	15
10.03	Repossessing and Reletting.	16
10.04	Assignment and Transfer.....	16
10.05	Subleasing.....	16
10.06	Termination for Convenience.	16
10.07	Landlord's Lien.	17
ARTICLE XI - GENERAL PROVISIONS		17
11.01	Continuity of Deed Restrictions and Covenants.....	17

11.02	Right of Flight.	18
11.03	Time Is of the Essence.	18
11.04	Notices.	18
11.05	Attorney's Fees.	18
11.06	Agreement Made in Texas.	19
11.07	General Civil Rights Provision.	19
11.08	Compliance with Nondiscrimination Requirements.	19
11.09	Affirmative Action.	20
11.10	FAA Order 1400.11.	20
11.11	Cumulative Rights and Remedies.	22
11.12	Interpretation.	22
11.13	Agreement Made in Writing.	23
11.14	Paragraph Headings.	23
11.15	Severability.	23
11.16	Successors and Assigns.	23
11.17	Taxes and Other Charges.	23
11.18	Waiver of Warranty of Suitability.	23
11.19	Survival of Certain Provisions.	24
11.20	Restrictions and Reservations.	24
11.21	Subordination of Lease.	24
11.22	Authorization to Enter Lease.	24
11.23	Effective Date/Memorandum.	24
11.24	Complete Agreement.	25
LESSOR'S SIGNATURE AND ACKNOWLEDGMENT.		26
LESSEE'S SIGNATURE AND ACKNOWLEDGMENT.		27

ATTACHMENTS

EXHIBIT "A" – Premises & Metes and Bounds of Premises

EXHIBIT "B" – Declaration of Restrictions and Covenants

TEMPORARY LAND USE LEASE

THIS LEASE AGREEMENT ("Lease") is entered into as of _____, 2022, by and between the City of El Paso ("Lessor") and ASC TECHNICAL INSTITUTE, LLC ("Lessee").

WHEREAS, Lessor owns and operates El Paso International Airport, located in the County of El Paso, State of Texas, ("Airport"), said Airport being managed by the Director of Aviation, as amended from time to time in terms of actual title ("Director"); and

WHEREAS, Lessor deems it advantageous to itself and to its operation of the Airport to lease unto Lessee the parcel of land described herein, together with certain privileges, rights, uses and interests therein, as hereinafter set out; and

WHEREAS, Lessee proposes to lease on a net basis from Lessor certain ground area and to avail itself of certain privileges, rights and uses pertaining thereto; and

WHEREAS, Lessee has indicated a willingness and ability to properly keep, maintain and improve said ground in accordance with standards established by Lessor;

NOW THEREFORE, Lessor and Lessee agree as follows:

ARTICLE I - PREMISES AND PRIVILEGES

1.01 Description of Premises Demised.

Subject to and on the terms, conditions, covenants, agreements and undertakings hereinafter set forth, Lessor does hereby demise and lease to Lessee and Lessee does hereby lease from Lessor the following described real property located in El Paso County, Texas:

A portion of Lot 4, Block 1-C, El Paso International Airport Tracts, City of El Paso, El Paso County, Texas consisting of 53,295 square feet of land and site improvements, municipally known and numbered as 6535 De Havilland, El Paso, Texas, further described in Exhibit "A", attached hereto and incorporated herein, (hereinafter referred to as the "Leased Premises").

1.02 [Reserved]

1.03 Restriction of Privileges, Uses and Rights.

The rights and privileges granted Lessee hereunder are subject and expressly limited to the terms and conditions of the Declaration of Restrictions and Covenants attached hereto as Exhibit "B", and fully incorporated herein by reference (the "Declaration").

1.04 Conditions of Granting Lease.

The granting of this Lease and its acceptance by Lessee is conditioned upon the following covenants:

A. That no functional alteration of the Premises shown on Exhibit "A" or functional

change in the uses of such Premises, except as reflected in the Declaration, shall be made without the prior written consent of Lessor.

- B. That the right to use the Premises shall be exercised only subject to and in accordance with the laws of the United States of America and the State of Texas; the rules and regulations promulgated by their authority and all reasonable and applicable rules, regulations and ordinances of Lessor now in force or hereafter prescribed or promulgated by charter authority or by law and which rules, regulations and/or ordinances apply equally to all property within the Southern Industrial Park.

ARTICLE II - TERM OF LEASEHOLD

2.01 Term.

The Term of this Agreement shall commence at 12:00 a.m. on _____, 2022 ("Effective Date") on a month-to-month basis, not to extend beyond 11:59 p.m. on _____, 202__.

2.02 [Reserved].

2.03 Holding Over.

It is agreed and understood that any holding over by Lessee of the Premises at the expiration or cancellation of this Lease shall operate and be construed as a tenancy from month to month at a rent of one and one-half times the current monthly rent, unless the hold over is caused by the City staff not placing a new agreement with Lessee regarding the Premises at the end of the term of the present agreement on the City Council Agenda on a timely basis in which case the monthly rental rate in effect prior to the hold over shall continue until the new agreement is executed. Lessee shall be liable to Lessor for all loss or damage on account of any holding over against Lessor's will after the expiration or cancellation of this Lease, whether such loss or damage may be contemplated at this time or not. No receipt or acceptance of money by Lessor from Lessee after the expiration or cancellation of this Lease or after the service of any notice, after the commencement of any suit, or after final judgment for possession of the Premises, shall reinstate, continue or extend the terms of this Lease, or affect any such notice, demand or suit or imply consent for any action for which Lessor's consent is required or operate as a waiver of any right of the Lessor to retake and resume possession of the Premises.

2.04 National Emergency.

In the event the rights and privileges hereunder are suspended by reason of war or other national emergency, the term of this Lease shall be extended by the amount of the period of time of such suspension.

ARTICLE III – RENT

3.01 Rent.

For the purpose of computing the rent payments, Lessor and Lessee agree that the Premises comprise 53,295 square feet of land. The initial Rent for the Premises will be calculated on the basis of 53,295 square feet at \$0.44 per square foot shall be \$23,449.80 per annum. The monthly Rent shall be \$1,945.15.

3.02 Commencement of Rent and Time of Payment.

Payment of Rent by Lessee to Lessor as aforesaid shall commence on the Effective Date. Rent payments shall be paid in advance on or before the first day of each and every month during the term of this Lease.

3.03 Security Deposit.

No Security Deposit is required.

3.04 Unpaid Rent, Fees and Charges.

Any installment of Rent, fees, or other charges or monies accruing under any provisions of this Lease that are not received by Lessor by the 20th day of the month in which payment is due, shall bear interest from the date such Rent or other amount was due at the lesser of the rate of eighteen percent (18%) per year or the then maximum nonusurious rate under applicable law, (the lesser of said amounts being herein referred to as the "Maximum Rate.") In the event the late charge is ever deemed to be "interest" the amount of interest on past due amounts shall be automatically reduced so that the combination of said late charge and the interest on past due amounts, if any, does not exceed the Maximum Rate. Any amount collected which exceeds the Maximum Rate will be deemed credited to other amounts owed by Lessee to Lessor under this Lease, and any remaining excess after such credit shall be refunded to Lessee. It is the intent of both Lessor and Lessee to at all times comply with the applicable law regarding the maximum nonusurious amount or rate of interest which may be contracted for, charged, taken, reserved or received by Lessor.

3.05 Place of Payment.

All rent payments provided herein shall be paid to Lessor at the following address:

Accounting Division
El Paso International Airport
P.O. Box 971278
El Paso, Texas 79997-1278

In lieu of payments being mailed to the above address, electronic payments may be made via any electronic payment system acceptable to Lessor.

ARTICLE IV - OBLIGATIONS OF LESSOR**4.01 Quiet Enjoyment.**

Lessor agrees that upon Lessee's paying rent and performing all of the covenants, conditions, and agreements set forth in this Lease, Lessee shall and may peaceably and quietly have, hold, and enjoy the Premises. Lessor has no knowledge, nor any reason to believe, that there is any legal impediment to its full right to enter into this Lease and perform its obligations hereunder.

ARTICLE V - OBLIGATIONS OF LESSEE**5.01 Net Lease.**

This Lease shall be without cost to Lessor except for Lessor's obligations specifically set forth in Article IV above and elsewhere in this Lease Agreement. Lessee shall:

- A. Keep and maintain the Premises and improvements located thereon in a good state of repair at all times;

- B. Pay any and all taxes assessed against the Premises, improvements located on the Premises, Lessee's interest in the Premises and improvements, and all of Lessee's personal property located on the Premises; and
- C. Pay all casualty, bond, and liability insurance premiums required in accordance with the terms of this Lease.

5.02 Condition of Premises.

Lessee accepts the Premises in their present condition and agrees that the Premises are suitable for Lessee's business, activities, and operations proposed to be conducted thereon relying on its own inspection and judgment. Lessor has not made any warranties expressed or implied with regard to the condition of the Premises or improvements or their suitability for a particular use. Lessee accepts the Premises "As Is", with all faults, relying on Lessee's own inspection and judgment and not in reliance on any representations of Lessor. Lessor shall assume no responsibility as to the condition of the Premises and shall not assume responsibility for maintenance, upkeep, or repair necessary to keep the Premises in a safe and serviceable condition.

5.03 Compliance with Laws.

Lessee, at Lessee's expense, agrees that it will operate and maintain improvements on the Premises in accordance with the Declaration and in accordance with all 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 Lessor or Lessee, with respect to the use, occupation or alteration of the Premises and any improvements thereon. In addition, Lessee agrees, if required, it will remove all improvements, in accordance with all 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 Lessor or Lessee, with respect to the use, occupation or alteration of the Premises.

Lessee, at Lessee's expense, specifically agrees to make or cause to be made all such alterations to the Premises, and any improvements thereon, including, without limiting the generality of the requirements of this sentence, removing such barriers and providing such alternative services, as shall be required by the Americans with Disabilities Act of 1990 and any other 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, which relate to the use or occupation of the Premises and any improvements thereon by disabled persons ("Disabilities Laws"). Lessee shall, at Lessee's expense, comply with all present and hereinafter enacted Environmental Laws, and any amendments thereto, affecting Lessee's use, operation, occupation or alteration of the Premises including any improvements thereon.

A. Definitions.

- (1) "Environmental Laws" means any one or all of the following as the same are amended from time to time: the Comprehensive Environmental Response, Compensation, and Liability Act, 42 U.S.C. Section 9601 et seq.; the Resource Conservation and Recovery Act, 42 U.S.C. Section 6941 et seq.; the Toxic Substances Control Act, 15 U.S.C. Section 2601 et seq.; the Safe Drinking Water Act, 42 U.S.C. Section 300h et seq.; the Clean Water Act, 33 U.S.C. Section 1251 et seq.; the Clean Air Act, 42 U.S.C. Section

7401 et seq.; and the regulations promulgated thereunder and any other laws, regulations and ordinances (whether enacted by the local, state or federal government) now in effect or hereinafter enacted that deal with the regulation or protection of the environment, including the ambient air, ground water, surface water, and land use, including sub-strata land.

- (2) "Hazardous Material" shall mean all substances, materials and wastes that are, or that become, regulated under or classified as hazardous or toxic under any Environmental Law and all petroleum products, such as gasoline, kerosene, diesel fuel, and the like.
- (3) "Release" shall mean any releasing, spilling, leaking, pumping, pouring, emitting, emptying, discharging, injecting, escaping, leaching, disposing, or dumping into the environment.

B. Compliance.

- (1) Lessee shall not cause or permit any Hazardous Material to be used, generated, manufactured, produced, stored, brought upon, or released, on, under or about the Premises, or transported to and from the Premises, by Lessee, its sublessees, agents, employees, contractors, invitees, licensees, or a third party in violation of any Environmental Law. Lessee shall indemnify, defend and hold harmless Lessor, its successors and assigns, its officers, directors, employees, agents and attorneys from and against any and all liability, loss, damage, expense, penalties and legal and investigation fees or costs, arising from or related to any claim or action for injury, liability, breach of warranty or representation, or damage to persons or property and any and all claims or actions brought by any person, entity or governmental body, alleging or arising in connection with contamination of, or adverse effects on, the environment or violation of any Environmental Law or other statute, ordinance, rule, regulation, judgment or order of any government or judicial entity which are incurred or assessed as a result (whether in part or in whole) of any activity or operation on or discharge from the Premises or any improvements thereon caused by the act or omission of Lessee, its sublessees, agents, employees, contractors, licensees or invitees. This obligation includes, but is not limited to, all costs and expenses related to cleaning up the Premises, improvements, land, soil, underground or surface water to the extent required under Environmental Laws. Lessee's obligations and liabilities under this paragraph shall continue so long as Lessor bears any liability or responsibility under the Environmental Laws for any action that occurred on the Premises or any improvements thereon. This indemnification of Lessor by Lessee includes, without limitation, costs incurred in connection with any investigation of site conditions or any cleanup, remedial, removal or restoration work to the extent required by any federal, state or local governmental agency or political subdivision having authority to enforce Environmental Laws because

of Hazardous Material located on the Premises or any improvements thereon, or present in the soil or ground water on, under or about the Premises. The parties agree that Lessor's right to enforce Lessee's promise to indemnify is not an adequate remedy at law for Lessee's violation of any provision of this Section. Lessor shall also have all other rights and remedies provided by law or otherwise provided in this Lease.

- (2) Without limiting the foregoing, if the presence of any Hazardous Material on, under or about the Premises or in any improvements thereon or permitted by Lessee results in any contamination of the Premises or any improvements thereon, or any surrounding property, Lessee shall promptly take all actions at its sole cost and expense as are necessary to return the Premises or any improvements thereon or the surrounding property to the condition existing prior to the introduction of any such Hazardous Material to the Premises or in any improvements thereon or the surrounding property; provided that Lessor's approval of such actions shall first be obtained, which approval shall not be unreasonably withheld so long as such actions would not potentially have any material adverse long-term effect on the Premises or on any improvements thereon or the surrounding property.
- (3) Lessee shall, at Lessee's own cost and expense, make all submissions to, provide all information to, and comply with all requirements of the appropriate governmental authority (the "Government") under the Environmental Laws. Should the Government determine that site characterization, site assessment and/or a cleanup plan be prepared or that a cleanup should be undertaken on the Premises or in any improvements thereon or on surrounding property to comply with applicable Environmental Laws, then Lessee shall, at Lessee's own cost and expense, prepare and submit the required plans and financial assurances, and carry out the approved plans. At no cost or expense to Lessor, Lessee shall promptly provide all information requested by Lessor to determine the applicability of the Environmental Laws to the Premises to respond to any governmental investigation or to respond to any claim of liability by third parties which is related to environmental contamination of the Premises or the improvements thereon or the surrounding property.
- (4) Lessee shall immediately notify Lessor promptly after Lessee becomes aware of any of the following: (a) any correspondence or communication from any governmental entity regarding the application of Environmental Laws to the Premises or Lessee's operation on the Premises, and (b) any change in Lessee's operation on the Premises that will change or has the potential to change Lessee's or Lessor's obligations or liabilities under the Environmental Laws.
- (5) Lessee shall insert the provisions of this Section 5.03 in any lease, agreement, license, or contract by which it grants a right or privilege to any person, firm or corporation under this Lease, but only with respect to those

leases, agreements, licenses or contracts executed after the Effective Date of this Lease.

C. Fuel Storage Tanks. Fuel storage tanks are not allowed on the Premises.

Lessee's failure or the failure of its agents, employees, contractors, licensees, invitees, or a third party to comply with any of the requirements and obligations of this section shall constitute a material default of this Lease and shall permit Lessor to pursue the remedies as set forth in Article X hereinbelow, in addition to all other rights and remedies provided by law or otherwise provided in the Lease, to which Lessor may resort cumulatively.

D. Reporting.

- (1) At any time that Lessee submits any filing or response pertaining to its property, operations, or presence on the Airport with any governmental entity (other than the Internal Revenue Service) by way of example but not in limitation, the FAA, the EPA or the TCEQ, or any successor agencies, Lessee shall provide duplicate copies to Lessor of such filing(s) or response(s) with any related documents at the time same are made.
- (2) Upon expiration, termination or cessation of this Lease for any reason, Lessee shall provide to Lessor a Phase I Environmental Site Assessment meeting ASTM standards of the Premises ("Lessee's Report"); and if, in the opinion of Lessor, if Lessee's Report indicates that the Premises is in violation of applicable Environmental Laws, then Lessee shall perform work as is necessary to cause the Premises to be in compliance with applicable Environmental Laws.

5.04 [Reserved].

5.05 [Reserved].

5.06 Landscaping and Maintenance of Improvements.

Lessee shall landscape the Premises and keep the improvements on the Premises in a good state of repair and condition and in a presentable condition comparable in appearance and character to similar improvements in Southern Industrial Park. The exterior finish on the improvements shall be repainted and refinished as reasonably necessary to maintain the appearance of such improvements to a standard comparable to similar improvements in Southern Industrial Park. Notwithstanding anything to the contrary in the Declaration, Lessor agrees that attractive, low water usage landscaping is a desirable goal and agrees to consider and approve appropriate low water usage landscaping plans as a part of the architectural review process.

Lessor shall be the sole judge of the quality of maintenance and, upon written notice by Lessor to Lessee, Lessee shall be required to perform reasonable maintenance Lessor reasonably deems necessary in order to cause the exterior finish to be in a condition comparable to similar improvements in Southern Industrial Park. If said maintenance is not commenced by Lessee within forty-five (45) days after receipt of written notice, Lessor shall have the right to enter on the Premises and perform the necessary maintenance, the cost of which plus ten percent (10%) shall be borne by Lessee.

5.07 Utilities.

Lessee shall pay for all costs or charges for utility services furnished to Lessee during the term hereof. Lessee shall have the right to connect to any and all storm and sanitary sewers and water and utility outlets at its own cost and expense.

5.08 Trash, Garbage, and Other Refuse.

Lessee shall provide a complete and proper arrangement for the adequate sanitary handling and disposal, away from the Airport, of all trash, garbage and other refuse caused as a result of its use and occupancy of the Premises. Lessee shall provide and use suitable covered commercial type receptacles for all such garbage, trash and other refuse, and will maintain these receptacles, screened from view of adjoining properties or public streets in an attractive, safe, and sanitary manner. Piling of boxes, cartons, barrels or other similar items, in an unsightly or unsafe manner, on or about the Premises, shall not be permitted.

5.09 Permitted Uses.

Lessee will not enter into any business activity on the Premises other than those permitted in the Declaration. Lessee is permitted to use the premises as a technical school.

5.10 Penalties Assessed by Federal Agencies.

Lessee understands and agrees that in the event any federal agency assesses a civil penalty against Lessor or the Airport for any violation, including but not limited to any security violation, as a result of or related to any act or failure to act on the part of Lessee, its sublessees, agents, employees contractors, licensees or invitees, Lessee shall reimburse Lessor in the amount of the civil penalty assessed. Failure to reimburse Lessor within thirty (30) calendar days of receipt of written notice shall constitute an event of default hereunder.

ARTICLE VI - **INSURANCE AND INDEMNIFICATION**

6.01 Insurance.

Prior to the execution of this agreement, Lessee shall obtain, provide proof of, and shall maintain for the term of this agreement, the types and amounts of insurance coverage listed below, in amounts as reasonably set from time to time by the Director, but not less than:

Comprehensive General Liability Insurance in amounts not less than One Million Dollars (\$1,000,000.00) for bodily injury to one person for each occurrence,

Two Million Dollars (\$2,000,000.00) for bodily injuries to more than one person arising out of each occurrence,

One Million Dollars (\$1,000,000.00) for Property Damage arising out of each occurrence, and

or in amounts equal to the maximum liability for damages for municipalities for claims arising under governmental functions, provided for under the Texas Tort Claims Act, whichever is greater.

6.02 Additional Insured.

Lessor shall be named as an Additional Insured on all insurance policies either in the policy itself and reflected on the certificate of insurance or through an endorsement attached to the policy.

All policies shall provide either in the policy itself and reflected on the certificate of insurance or through an endorsement attached to the policy, that the insurance cannot be canceled or the amount of coverage changed without thirty (30) calendar days prior written notice to the Lessor or ten (10) calendar days prior written notice for non-payment of insurance policy premiums.

Commercial General Liability and Property Damage coverage requirements may be satisfied through a combination of individual policy limits and umbrella coverage but the amounts under each type of coverage shall be subject to the final approval of the City's Risk Manager.

6.03 Fire and Other Risks Insurance.

Lessee, at its sole cost and expense, shall throughout the term of this Lease, keep or cause to be kept all improvements now or hereafter located upon the Premises insured for the mutual benefit of Lessor and Lessee against loss or damage by fire and against loss or damage by other risks embraced by "extended coverage" and against civil commotions, riots, vandalism and malicious mischief in an amount equal to the actual replacement cost of such improvements, including costs of replacing excavations and foundation, but without deduction for depreciation (hereinafter called "Full Insurable Value"). In the event a dispute arises as to the Full Insurable Value which cannot be resolved by agreement of the Parties, an appraisal of the Premises and improvements thereon shall be made by an appraiser selected by Lessee and reasonably acceptable to Lessor to determine the Full Insurable Value, as defined in this Section, and the resulting determination shall be conclusive between the parties for the purpose of this Section. Should the appraiser Lessee selected be unsatisfactory to Lessor, the carrier of the insurance then in force shall be requested to determine the Full Insurable Value as defined in this Section. The expense of this appraisal shall be borne by Lessee, unless the value claimed by Lessee is confirmed through such an appraisal, in which case the Lessor shall reimburse the Lessee for the cost of such appraisal.

6.04 [Reserved].

6.05 Authorized Insurance and Surety Companies.

All required policies of insurance and bonds shall be written by insurance and surety companies authorized to do business in the State of Texas and shall be written by companies approved by Lessor, such approval not to be unreasonably withheld. Certificates of insurance shall be delivered to Lessor at least ten (10) calendar days prior to the effective date of the insurance policy for which the certificate is issued and prior to the Effective Date of this Lease. Each insurance policy shall contain:

- A. a statement of the coverage provided by the policy;
- B. a statement certifying the Lessor to be listed as an additional insured in the policy;
- C. a statement of the period during which the policy is in effect;
- D. a statement that the annual premium or the advance deposit premium for such policy has been paid in advance; and

- E. an agreement by the insurance company issuing such policy that the policy shall not be canceled or reduced in any amount for any reason whatsoever without at least thirty (30) days prior written notice to Lessor.

6.06 INDEMNIFICATION.

LESSEE AGREES TO INDEMNIFY AND HOLD LESSOR HARMLESS AGAINST ANY AND ALL CLAIMS, DEMANDS, DAMAGES, COSTS, AND EXPENSES, INCLUDING INVESTIGATION EXPENSES AND REASONABLE ATTORNEY'S FEES FOR THE DEFENSE OF SUCH CLAIMS AND DEMANDS, ARISING OUT OF OR ATTRIBUTED DIRECTLY, OR INDIRECTLY TO THE OPERATION, CONDUCT OR MANAGEMENT OF LESSEE'S BUSINESS ON THE PREMISES, ITS USE OF THE PREMISES, OR FROM ANY BREACH ON THE PART OF LESSEE OF ANY TERMS OF THIS LEASE, OR FROM ANY ACT OR NEGLIGENCE OF LESSEE, ITS AGENTS, CONTRACTORS, EMPLOYEES, SUBTENANTS, CONCESSIONAIRES, OR LICENSEES IN OR ABOUT THE PREMISES INCLUDING CLAIMS AND DAMAGES ARISING IN WHOLE, OR IN PART, FROM THE NEGLIGENCE OF LESSOR. IN CASE OF ANY ACTION OR PROCEEDING BROUGHT AGAINST LESSOR BY REASON OF ANY SUCH CLAIM, LESSEE, UPON NOTICE FROM LESSOR, AGREES TO DEFEND THE ACTION OR PROCEEDING BY COUNSEL ACCEPTABLE TO LESSOR.

ARTICLE VII - DESTRUCTION OF IMPROVEMENTS BY FIRE OR OTHER CASUALTY

7.01 [Reserved].

7.02 Insurance Proceeds.

Upon receipt by Lessee of the proceeds of the insurance policy or policies, Lessee shall disburse such proceeds to pay the cost of such work. If the amount of such insurance proceeds is insufficient to pay the costs of the necessary repair, replacement or rebuilding of the damaged pavement and rock wall improvements, Lessee shall pay any additional sums required, and if the amount of such insurance proceeds is in excess of the costs thereof, the amount of such excess shall be retained by Lessee.

7.03 Cancellation of Lease.

Should the improvements on the Premises be damaged or destroyed in whole or in part by fire or other casualty at any time during this Lease, Lessee shall have the right to cancel this Lease by giving Lessor written notice of such election within thirty (30) days after the date of any such damage or destruction. In such event, this Lease shall terminate as of the date of such destruction and the insurance proceeds received or receivable under any policy of insurance shall be paid to and retained by Lessor. All rents payable under this Lease shall be prorated and paid to the date of such cancellation. The receipt of insurance proceeds by Lessor will relieve Lessee from any responsibility to restore the pavement and rock wall improvements on the Premises to their former condition.

ARTICLE VIII - CONDEMNATION

8.01 Definitions.

The following definitions apply in construing the provisions of this Lease relating to the taking of or damage to all or any part of the Premises, or improvements thereon, or any interest in them by eminent domain or condemnation:

- A. "Taking" means the taking or damaging, including severance damage by eminent domain or by condemnation for any public or quasi-public use under any statute. The transfer of title may be either a transfer resulting from the recording of a final order in condemnation or a voluntary transfer or conveyance to the condemning agency or entity under threat of condemnation and avoidance proceedings are pending. The taking shall be considered to take place the date actual physical possession is taken by the condemning authority.
- B. "Total Taking" means the taking of the fee title to all of the Premises and improvements thereon.
- C. "Substantial Taking" means the taking of so much of the Premises or improvements or both that one or more of the following conditions results:
 - 1. The remaining portion of the Premises and improvements thereon after such taking would not be economically and feasibly useable by Lessee;
 - 2. The conduct of Lessee's business on the Premises would be substantially prevented or impaired;
 - 3. The portion of the Premises not so taken cannot be so repaired, taking into consideration the amount of the award available for repair, as to constitute a complete rentable structure capable of producing a proportionately fair and reasonable net annual income after payment of all operation expenses including the rent and after performance of all covenants and conditions required of Lessee under this Lease.
- D. "Partial Taking" means the taking of a fee title that is not either a Total or Substantial Taking.
- E. "Improvements" includes, but is not limited to, all buildings, structures, fixtures, fences, utility installations, parking facilities and landscaping on the Premises.
- F. "Notice of Intended Taking" means any notice or notification on which a reasonably prudent person would rely and which such person would interpret as expressing an existing intention of Taking as distinguished by a mere preliminary inquiry or proposal. It includes, but is not limited to, the service of a condemnation summons and complaint on a party to this Lease. The notice is considered to have been received when a party to this Lease receives from the condemning agency or entity a written notice of intent to take containing a description or map reasonably defining the extent of the Taking.

- G. "Award" means compensation paid for the Taking, whether pursuant to judgment, or by agreement, or otherwise.
- H. "Date of Taking" means the date that Lessee is required to vacate the Premises pursuant to a final order of condemnation or agreement between the parties hereto.

8.02 Notice of Condemnation.

The party receiving any notice of the kind specified below shall promptly give the other party notice of the receipt, contents and date of the notice received:

- A. Notice of Intended Taking;
- B. Service of any legal process relating to condemnation of the Premises or improvements; or
- C. Notice in connection with any proceedings or negotiations with respect to such a condemnation.

8.03 Rights of Parties during Condemnation Proceeding.

Lessor and Lessee shall each have the right to represent its respective interest in each proceeding or negotiation with respect to a Taking or Intended Taking and to make full proof of its claims. No agreement, settlement, sale or transfer to or with the condemning authorities shall be made without the consent of all parties. Each party agrees to execute and deliver to any other party hereto any instrument that may be required to facilitate the provisions of this Lease relating to the condemnation.

8.04 Taking of Leasehold.

Upon a Total Taking, Lessee's obligation to pay Rent and other charges hereunder shall terminate on the Date of Taking, but Lessee's interest in the leasehold shall continue until the Taking is completed by deed, contract or final order of condemnation. If the Taking is a Substantial Taking under the aforementioned definition, Lessee may, by notice to Lessor within ninety (90) days after Lessee receives notice of the Intended Taking, elect to treat the Taking as a Total Taking. If Lessee does not so notify Lessor, the Taking shall be deemed a Partial Taking. Upon a Partial Taking, this Lease shall remain in full force and effect covering the balance of the Premises not so taken, except that the Rent payable hereunder by Lessee shall be reduced in the same ratio as the percentage of the area of the Premises taken bears to the total area of the Premises.

8.05 Total Taking.

All of Lessee's obligations under the Lease shall terminate as of the Date of Taking. Upon a Total Taking, all sums awarded for any Lessee-owned improvements and the leasehold estate shall be disbursed to Lessee. All sums awarded for the Premises, as unencumbered by any Lessee-owned improvements, but subject to the Lease, shall be disbursed to Lessor.

8.06 Partial Taking.

Upon a Partial Taking, all Awards shall be disbursed as follows:

- A. To the cost of restoring the improvements on the Premises; and

- B. The balance, if any, to Lessor and Lessee as follows: Lessee shall receive all sums awarded for Lessee-owned improvements and the Leasehold estate. Lessor shall receive all sums awarded for the Premises, as unencumbered by the Lessee-owned improvements but subject to the Lease.

8.07 Obligations of Lessee under Partial Taking.

Promptly after any such Partial Taking, Lessee, at its expense, shall repair, alter, or modify the improvements on the Premises so as to make them reasonably suitable for Lessee's continued occupancy for the uses and purposes for which the Premises are leased. Notwithstanding the foregoing to the contrary, should there be a Partial Taking at any point during the term of this Lease, Lessee shall be relieved of the responsibility to so repair the improvements on Premises as aforesaid by notifying Lessor of its intention to that effect; provided however, that all sums awarded for Lessee owned improvements and the Leasehold estate shall be disbursed to Lessor.

8.08 Taking of Temporary Use of Premises and Improvements.

Upon any Taking of the temporary use of all or any part or parts of the Premises or improvements, or both, for a period of any estate less than a fee ending on or before the end of the term, neither the term nor the rent shall be reduced or affected in any way and Lessee shall be entitled to any award for the use or estate taken. If a result of the Taking is to necessitate expenditures for changes, repairs, alterations, or modifications of the improvements to make them reasonably suitable for Lessee's continued occupancy for the uses and purposes for which the Premises are leased, after the termination of such Taking, Lessee shall receive, hold and disburse the Award in trust for such work. At the completion of the work and the discharge of the Premises and improvements from all liens or claims arising therefrom, Lessee shall be entitled to any surplus and shall be liable for any deficiency.

If any such Taking is for a period extending beyond the end of the term, the Taking shall be treated under the foregoing provisions for Total, Substantial and Partial Takings.

ARTICLE IX - ENCUMBRANCES

9.01 Encumbrance.

As used herein the term "Mortgage" includes a deed of trust and the term "Mortgagee" includes the beneficiaries under deeds of trust, whether one or more. Lessee may encumber its leasehold estate on the Premises by the execution and delivery of a Mortgage. The Mortgagee of any such Mortgage may deliver to Lessor a written notice specifying:

- A. The amount of the obligation secured by the Mortgage;
- B. The date of the maturity or maturities thereof; and
- C. The name and mailing address of the Mortgagee.

After receipt of such notice, Lessor shall serve such Mortgagee by certified mail at the latest address furnished by such Mortgagee a copy of every notice of default or demand served by Lessor upon Lessee under the terms and provisions of this Lease so long as such Mortgage is in effect.

9.02 Mortgagee's Rights.

Upon receipt of a notice or demand in accordance with Section 9.01 above, Mortgagee shall have one hundred and twenty (120) days after receipt of such notice within which, at Mortgagee's election, either:

- A. To cure the default if it can be cured by the payment or expenditure of money;
- B. To perform such other action as may be necessary to cure the default;
- C. If the default cannot be cured within one hundred and twenty (120) days, to commence performance within such one hundred twenty (120) day period and thereafter diligently prosecute same to completion, in which event, the default will have been deemed to have been cured; or
- D. To institute foreclosure proceedings and prosecute same diligently to conclusion.
- E. No notice of a default by Lessee hereunder given by Lessor shall be effective against a Mortgagee that has provided Lessor the information specified in Section 9.01 of this Lease unless Lessor has given a copy of it to such Mortgagee.
- F. No Mortgagee shall have any personal liability under this Lease unless and until it becomes Lessee under this Lease.
- G. The Director will, upon request by any Mortgagee, certify in writing that this Lease is in full force and effect, whether this Lease has been amended, that to Lessor's knowledge Lessee is not in default, and the date through which rent has been paid.
- H. If this Lease and the fee estate in the Premises are ever commonly held as a result of a default by Lessee, then they shall remain separate and distinct estates and shall not merge until such time as all cure periods for Mortgagee specified in this Lease have expired.
- I. This Lease may not be amended, modified, changed, cancelled, waived, or terminated without prior written notice to all Mortgagees. Lessor shall not accept a voluntary surrender of the Lease without consent by all Mortgagees.

9.03 Rights on Foreclosure.

In the event of foreclosure by Mortgagee, the purchaser at the foreclosure sale or the person acquiring Lessee's interest in lieu of foreclosure shall succeed to all of Lessee's rights, interests, duties and obligations under this Lease.

ARTICLE X - EXPIRATION, CANCELLATION, ASSIGNMENT AND TRANSFER

10.01 Expiration.

This Lease shall expire at the end of the term or any extension thereof.

10.02 Cancellation.

Subject to the provisions of Article IX above, this Lease shall be subject to cancellation by Lessor in the event Lessee shall:

- A. Be in arrears in the payment of the whole or any part of the amounts agreed upon hereunder for a period of thirty (30) days after Lessor has notified Lessee in writing that payment was not received when due.
- B. File in any court a petition in bankruptcy or insolvency or for the appointment of a receiver or trustee of all or a portion of Lessee's property and such petition is not dismissed within ninety (90) days after filing;
- C. Make any general assignment for the benefit of creditors;
- D. Abandon the Premises;
- E. Be in violation of any local, state, or federal rules and/or regulations or in default in the performance of any of the covenants and conditions required herein (except payments) to be kept and performed by Lessee, and such violation or default continues for a period of thirty (30) days after receipt of written notice from Lessor to cure such default, unless during such thirty-day period, Lessee shall commence and thereafter diligently perform such action as may be reasonably necessary to cure such default;
- F. Be adjudged bankrupt in involuntary bankruptcy proceedings; or
- G. Be made a party to any receivership proceeding in which a receiver is appointed for the property or affairs of Lessee where such receivership is not vacated within ninety (90) days after the appointment of such receiver.

In any of the aforesaid events, which shall be events of default, Lessor may take immediate possession of the Premises including any and all improvements thereon and remove Lessee's effects, forcibly if necessary, without being deemed guilty of trespassing.

Failure of Lessor to declare this Lease canceled upon the default of Lessee for any of the reasons set out shall not operate to bar or destroy the right of Lessor to cancel this Lease by reason of any subsequent violation of the terms of this Lease.

No receipt or acceptance of money by Lessor from Lessee after the expiration or cancellation of this Lease or after the service of any notice, after the commencement of any suit, or after final judgment for possession of the Premises, shall reinstate, continue, or extend the terms of this Lease, or affect any such notice, demand or suit or imply consent for any action for which Lessor's consent is required or operate as a waiver of any right of the Lessor to retake and resume possession of the Premises.

10.03 Repossessing and Reletting.

In the event of default by Lessee hereunder which shall remain uncured after the required notices have been given pursuant to this Lease, and for such time as provided herein, Lessor may at once thereafter, or at any time subsequent during the existence of such breach or default:

- A. Enter into and upon the Premises or any part thereof and repossess the same, change the locks on the Premises, install fences and gates, expelling therefrom Lessee and all personal property of Lessee (which property may be removed and stored at the cost of and for the account of Lessee), using such force as may be necessary; and
- B. Either cancel this Lease by notice or without canceling this Lease, relet the Premises or any part thereof upon such terms and conditions as shall appear advisable to Lessor. If Lessor shall proceed to relet the Premises and the amounts received from reletting the Premises during any month or part thereof be less than the rent due and owing from Lessee during such month or part thereof under the terms of this Lease, Lessee shall pay such deficiency to Lessor immediately upon calculation thereof, providing Lessor has exercised good faith in the terms and conditions of reletting. Payment of any such deficiencies shall be made monthly within ten (10) days after receipt of notice of deficiency.

10.04 Assignment and Transfer.

Lessee shall have the right and privilege to assign or transfer this Lease subject to the prior written approval of Lessor, which shall not be unreasonably withheld; provided, however, that Lessor's approval shall not be required in the event of an assignment of this Lease by Lessee to the first leasehold Mortgagee.

Any person or entity to which this Lease is assigned pursuant to the Bankruptcy Code, 11 U.S.C. 101 et seq., shall be deemed without further act or deed to have assumed all the obligations arising under this Lease on or after the date of such assignment. Any such assignee shall, upon demand, execute and deliver to Lessor an instrument confirming such assumption.

10.05 Subleasing.

Lessee shall have the right to sublease all or any part of the Premises hereunder for the same purposes permitted under the terms and provisions of this Lease, including but not limited to the insurance and indemnity requirements. Any such sublease executed after the Effective Date of this Lease shall be subject to the same conditions, obligations and terms as set forth herein and Lessee shall be responsible for the observance by its sublessees of the terms and covenants contained in this Lease. On or before each January 1st and July 1st of this Lease, Lessee shall report to Landlord any subleases of the Premises, or any improvements thereon and, upon request of Landlord, Lessee shall furnish Landlord with a copy of the Sublease Agreement. In addition, Lessee shall provide a list of its sublessees and the sublessees contact information and shall provide to Landlord updated information whenever said sublessees information changes.

10.06 Termination for Convenience.

Either party may terminate this Lease for any reason by sending a written notice to the non-terminating party at least 60 calendar days before termination. If either party terminates this Lease pursuant to this provision, the Lessor will allow the Lessee 30 days to return the Premises to the state the Lessee received it in and surrender the Premises to the Lessor. If the Lessor terminates this Lease pursuant to this provision, the Lessee will be responsible for paying the amount that is

due up until the date of termination. If the Lessee terminates this Lease pursuant to this provision, the Lessee will pay the Base Rental Fee and Operational Costs that would be due until 60 days following the termination date. Regardless of the party that terminates this Lease pursuant to this provision, the Lessor will return the Security Deposit to the Lessee minus any amount that is needed to repair damages to the Premises or to pay Base Rental Fees or any other fees accruing under the Lease.

This Lease may be terminated as otherwise provided in other sections of this Lease.

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

10.07 Landlord's Lien.

It is expressly agreed that in the event of default in the payment of Rent or any other sum due from Lessee to Lessor under the terms of this Lease, Lessor shall have a lien upon all goods, chattels, personal property or equipment, save and except delivery vehicles or rolling stock belonging to Lessee which are placed in, or become a part of, the Premises, as security for Rent due and to become due for the remainder of the Lease term, which lien shall not be in lieu of or in any way affect the statutory landlord's lien given by law, but shall be in addition to that lien, and Lessee grants to Lessor a security interest in all of Lessee's personal property placed in or on the Premises for purposes of this contractual lien. Provided, however, that the terms of this provision shall have effect only to the extent they are not inconsistent with the rules and regulations of the Interstate Commerce Commission and any other laws pertaining thereto and the Railroad Commission of the State of Texas. Lessor agrees that Lessor will not levy a landlord's lien against any delivery vehicle or rolling stock or any of the goods or personal property of third parties in the possession of Lessee, any sublessee or any assignee of Lessee. In the event Lessor exercises the option to terminate the leasehold as provided herein, Lessor, after providing reasonable notice to Lessee of its intent to take possession and giving an opportunity to cure the default, may take possession of all of Lessee's property on the Premises and sell it at public or private sale after giving Lessee reasonable notice of time and place of any public sale or of the time after that any private sale is to be made, for cash or credit, for such prices and terms as Lessor deems best. The proceeds of the sale shall be applied first to the necessary and proper expense of removing, storing and selling such property, then to the payment of any rent due or to become due under this Lease, with the balance, if any, to be paid to Lessee.

ARTICLE XI - GENERAL PROVISIONS

11.01 Continuity of Deed Restrictions and Covenants.

This Lease agreement is subject to the terms, covenants and conditions contained in the Declaration. Lessor reserves the right to revise the standards set forth in Exhibit "B" provided, however, that such revisions will not cause a substantial reduction in the value of Lessee's leasehold interest, result in a material cost or expense to Lessee, or be contradictory to the reasonable and prudent operation of property located within Southern Industrial Park similar to the Premises. Lessor's right to revise the restrictions and covenants contained in the Declaration, is limited to the right to revise said document because of the development of new concepts or improved construction and architectural techniques and, in any event, such revisions shall be operative on a going forward basis only and shall not apply retroactively to any existing improvements.

11.02 Right of Flight.

Lessor reserves unto itself, its successors and assigns, for the use and benefit of the public a right of flight for the passage of aircraft in the airspace above the surface of the Premises, together with the right to cause in said airspace such noise as may be inherent in the operation of aircraft, now known or hereafter used, for navigation of or flight in the said airspace, and for the use of said airspace for landing on, taking off from or operation on the Airport.

Lessor reserves to itself, its successors and assigns, for the use and benefit of the public, a continuing right and easement over the Premises to take any action it deems necessary to prevent the construction, erection, alteration or growth of any structure, tree or other object in the vicinity of the runways at the Airport which would constitute an obstruction to air navigation according to the criteria or standards prescribed in Subpart C of Part 77 of the Federal Aviation Regulations.

Lessor reserves for itself, its successors and assigns the right to prevent any use of the Premises which would interfere with aircraft landing on or taking off from the Airport and the right to prevent any other use of the Premises which would constitute an airport hazard.

11.03 Time Is of the Essence.

Time is and shall be deemed of the essence in respect to the performance of each provision of this Lease.

11.04 Notices.

All notices provided to be given under this Lease shall be given by a) expedited delivery service with proof of delivery, or b) United States Mail, postage prepaid, certified or registered mail, return receipt requested, addressed to the proper party at the following addresses:

LESSOR:	City Clerk City of El Paso P.O. Box 1890 El Paso, Texas 79950-1890	Director of Aviation El Paso International Airport 6701 Convair Rd. El Paso, Texas 79925-1099
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LESSEE:	ASC Technical Institute, LLC Attn: President 6401 Convair Rd. El Paso, Texas 79925
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Any notice so given shall be deemed properly delivered, given, served, or received on the date shown for delivery or rejection on the return receipt. Any party may change the address to which notices shall thereafter be given upon five (5) days prior written notice to all other parties in the manner set forth in this Section.

11.05 Attorney's Fees.

If either party brings any action or proceedings to enforce, protect or establish any right or remedy under the terms and conditions of this Lease, the prevailing party shall be entitled to recover reasonable attorney's fees, as determined by a court of competent jurisdiction, in addition to any other relief awarded.

11.06 Agreement Made in Texas.

The laws of the State of Texas shall govern the validity, interpretation, performance and enforcement of this Lease. Venue shall be in the courts in El Paso County, Texas.

11.07 General Civil Rights Provision.

Lessee agrees to comply with pertinent statutes, Executive Orders and such rules as are promulgated to ensure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance. If the Lessee transfers its obligation to another, the transferee is obligated in the same manner as the transferor.

This provision obligates the Lessee for the period during which the property is owned, used or possessed by the Lessee and the airport remains obligated to the Federal Aviation Administration. This provision is in addition to that required by Title VI of the Civil Rights Act of 1964.

11.08 Compliance with Nondiscrimination Requirements.

During the performance of this contract, the Lessee, for itself, its assignees, and successors in interest (for purposes of this Section 11.08 hereinafter referred to as the "Contractor"), agrees as follows:

1. **Compliance with Regulations:** The Contractor (hereinafter includes consultants) will comply with the Title VI List of Pertinent Nondiscrimination Acts and Authorities, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
2. **Nondiscrimination:** The Contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Contractor will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.
3. **Solicitations for Subcontracts, including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding or negotiation made by the Contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the Contractor of the contractor's obligations under this contract and the Nondiscrimination Acts and Authorities on the grounds of race, color, or national origin.
4. **Information and Reports:** The Contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Lessor (for purposes of this Section 11.08 hereinafter referred to as the "sponsor") or the Federal Aviation Administration to be pertinent to ascertain compliance with such Nondiscrimination Acts and Authorities and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the Contractor will so certify to the sponsor or the

Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.

5. **Sanctions for Noncompliance:** In the event of a Contractor's noncompliance with the non-discrimination provisions of this contract, the sponsor will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:
 - a. Withholding payments to the Contractor under the contract until the Contractor complies; and/or
 - b. Cancelling, terminating, or suspending a contract, in whole or in part.
6. **Incorporation of Provisions:** The Contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations, and directives issued pursuant thereto. The Contractor will take action with respect to any subcontract or procurement as the sponsor or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the Contractor may request the sponsor to enter into any litigation to protect the interests of the sponsor. In addition, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.

11.09 Affirmative Action.

Lessee assures that it will undertake an affirmative action program as required by 14 CFR Part 152, Subpart E, and any amendments thereto, and any other federal statutes or regulations applicable to the receipt of federal assistance from the Department of Transportation by local governments for Airport use, or otherwise applicable to persons leasing premises from the City of El Paso, to insure that no person shall, on the grounds of race, color, sex, age, disability or national origin be excluded from participating in or receiving the services or benefits of any program of activity covered by this Subpart. Lessee assures that it will require that its covered sub-organizations (sublessees) provide assurances to Lessor, as set forth herein, that they similarly will undertake affirmative action programs, and that they will require assurance from their sub-organizations (sublessees) to the same effect.

11.10 FAA Order 1400.11.

Pursuant to Federal Aviation Administration Order 1400.11, effective August 27, 2013, and because the described premises are located at the El Paso International Airport which is subject to regulation by, among others, the U.S. Federal Aviation Administration, the parties specifically agree to the following:

1. A. Lessee for itself, its successors in interest and assigns, as a part of the consideration hereof, does hereby covenant and agree, as a covenant running with the land, that in the event facilities are constructed, maintained, or otherwise operated on the property described in this Lease for a purpose for which a Federal Aviation Administration activity, facility, or program is extended or for another purpose involving the provision of similar services or benefits, Lessee will maintain and operate such facilities and services in compliance with all requirements imposed by the Nondiscrimination Acts and Regulations listed in Pertinent List of Nondiscrimination Authorities (Federal Aviation Administration

Order 1400.11, Appendix 4) as same may be amended from time to time (the "Acts and Regulations") such that no person on the grounds of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities.

B. With respect to the Lease, in the event of breach of any of the above nondiscrimination covenants, Lessor will have the right to terminate the Lease and to enter or re-enter and repossess said Premises and the facilities thereon, and hold the same as if said instrument had never been made or issued. [FAA Order 1400.11, Appendix C]

2. A. The Lessee for itself, its successors in interest and assigns, as a part of the consideration hereof, does hereby covenant and agree, as a covenant running with the land, that (1) no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over, or under such land, and the furnishing of services thereon, no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, (3) that the Lessee will use the premises in compliance with all other requirements imposed by or pursuant to the listed acts and authorities appearing in the Acts and Regulations.

B. With respect to the Lease, in the event of breach of any of the above nondiscrimination covenants, Lessor will have the right to terminate the Lease and to enter or re-enter and repossess said Premises and the facilities thereon, and hold the same as if said instrument had never been made or issued. [FAA Order 1400.11, Appendix D]

3. A. During the term of this Lease, Lessee for itself, its assignees, and successors in interest, as a part of the consideration hereof, agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

- Title VI of the Civil Rights Act of 1964 (42 USC § 2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin);
- 49 CFR part 21 (Non-discrimination in Federally-assisted programs of the Department of Transportation—Effectuation of Title VI of the Civil Rights Act of 1964);
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 USC § 4601) (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Section 504 of the Rehabilitation Act of 1973 (29 USC § 794 *et seq.*), as amended, (prohibits discrimination on the basis of disability); and 49 CFR part 27;
- The Age Discrimination Act of 1975, as amended, (42 USC § 6101 *et seq.*) (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982 (49 USC § 471, Section 47123), as amended (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987 (PL 100-209) (broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, the Age

Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);

- Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 USC §§ 12131 – 12189) as implemented by Department of Transportation regulations at 49 CFR parts 37 and 38;
- The Federal Aviation Administration’s Non-discrimination statute (49 USC § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). Grantee shall take reasonable steps to ensure that LEP persons have meaningful access to its programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits discrimination because of sex in education programs or activities (20 USC 1681 *et seq.*).

B. In the event of breach of any of the covenants in this section 3, Lessor shall have the rights and remedies set forth in sections 1 and 2 above, in addition to all other rights and remedies available to it under applicable law. [FAA Order 1400.11, Appendix E]

11.11 Cumulative Rights and Remedies.

All rights and remedies of Lessor here enumerated shall be cumulative and none shall exclude any other right or remedy allowed by law. Likewise, the exercise by Lessor of any remedy provided for herein or allowed by law shall not be to the exclusion of any other remedy.

11.12 Interpretation.

Lessor and Lessee agree that this Lease has been freely negotiated by both parties and that any controversy, dispute, or contest over the meaning, interpretation, validity, or enforceability of this Lease or any of its terms or conclusion. There shall be no inference, presumption, or conclusion drawn whatsoever against other party by virtue of that party having drafted this Lease or any portion thereof.

Words of gender used in this Lease shall be held and construed to include any other gender, and words in the singular shall be held to include the plural and vice versa unless the context otherwise requires.

11.13 Agreement Made in Writing.

This Lease contains all of the agreements and conditions made between the parties hereto and may not be modified orally or in any manner other than by agreement in writing signed by the parties hereto or their respective successors in interest.

11.14 Paragraph Headings.

The Table of Contents of this Lease and the captions of the various articles and sections of this Lease are for convenience and ease of reference only, and do not define, limit, augment or describe the scope, context or intent of this Lease or any part or parts of this Lease.

11.15 Severability.

If any provision of this Lease is found by a court of competent jurisdiction to be illegal, invalid, or unenforceable, the remainder of this Lease will not be affected, and in lieu of each provision which is found to be illegal, invalid, or unenforceable, there will be added as part of this Lease a provision as similar to such illegal, invalid, or unenforceable provision as may be possible and be legal, valid, and enforceable.

11.16 Successors and Assigns.

All of the terms, provisions, covenants and conditions of this Lease shall inure to the benefit of and be binding upon Lessor and Lessee and their successors, assigns, legal representatives, heirs, executors and administrators.

11.17 Taxes and Other Charges.

Lessee shall pay all taxes and governmental charges of any kind whatsoever that may be assessed against Lessee or Lessor, with respect to the Premises, any improvements, equipment, personal property or inventory thereon or Lessee's use and/or occupancy of the Premises, during the Term of this Lease including any extensions granted thereto. By each March 1 of this Lease and at no charge to Lessor, Lessee will provide written proof satisfactory to the Director that all taxes and governmental charges of any kind as described herein have been paid in full.

Lessor is a tax-exempt governmental entity and shall not be responsible for any taxes or assessments arising from Lessee's use of the property or possession of the Premises.

Lessee in good faith may contest any tax or governmental charge, provided that Lessee may not permit such tax or governmental charge to remain unpaid during the period of such contest and any appeal therefrom unless, in the opinion of counsel satisfactory to Lessor, such action will not adversely affect any right or interest of Lessor.

11.18 Waiver of Warranty of Suitability.

LESSOR DISCLAIMS ANY WARRANTY OF SUITABILITY THAT MAY ARISE BY OPERATION OF LAW. LESSEE LEASES THE PREMISES AS IS AND LESSOR DOES NOT WARRANT THAT THERE ARE NO LATENT DEFECTS THAT ARE VITAL TO LESSEE'S USE OF THE PREMISES FOR THEIR INTENDED COMMERCIAL PURPOSE NOR SHALL LESSOR BE RESPONSIBLE OR LIABLE FOR ANY CONDITION OF THE PREMISES WHICH SHALL SOLELY BE THE RESPONSIBILITY OF LESSEE.

11.19 Survival of Certain Provisions.

All provisions of this Lease which expressly or impliedly contemplate or require performance after the cessation, expiration, cancellation, or termination of this Lease hereunder shall survive such cessation, expiration or termination of this Lease, including without limitation, Paragraphs 5.03 and 6.06.

11.20 Restrictions and Reservations.

This Lease is subject to all rights-of-way, easements, dedications, restrictions, reservations and other encumbrances of record and running with the land. Lessor reserves the right to grant any future rights-of-way, easements, dedications, restrictions, reservations, or encumbrances and Lessee consents to and will diligently execute all documentation necessary to complete any future rights-of-way, easements, dedications, restrictions, reservations, or encumbrances, so long as such grants do not adversely affect Lessee's use of the Premises.

Lessor reserves for itself and any authorized agent to, at any reasonable time and with 24-hour notice, enter upon and inspect the Premises for all legal purposes, including without limitation the purpose of ascertaining whether the maintenance of such parcel, and the maintenance, construction, or alteration of structures thereon are in compliance with all the Environmental Laws and for the purpose of showing the Premises; Lessor shall not be deemed to have committed a trespass or other wrongful act by reason of such entry or inspection.

11.21 Subordination of Lease.

All rights granted in this Lease shall be subordinate to the rights in any deed from the United States to the City of El Paso. This Lease shall further be subordinate to the provisions of any existing or future agreements between Lessor and the United States relative to the operation and maintenance of the Airport, the execution of which has been or may be required as a condition precedent to the expenditure of federal funds for the development of the Airport. Should the effect of such agreement with the United States Government be to substantially destroy the commercial value of the Premises, Lessee may cancel this Lease in its entirety. Should Lessee cancel its lease pursuant to this paragraph, it can pursue any remedies available to it under the Section VIII of this Lease.

11.22 Authorization to Enter Lease.

If Lessee signs this Lease as a corporation, each of the persons executing this Lease on behalf of Lessee warrants to Lessor that Lessee is a duly authorized and existing corporation, that Lessee is qualified to do business in the State of Texas, that Lessee has full right and authority to enter into this Lease, and that each and every person signing on behalf of Lessee is authorized to do so. Upon Lessor's request, Lessee will provide evidence satisfactory to Lessor confirming these representations.

11.23 Effective Date/Memorandum.

Regardless of the date signed, this Lease shall be effective as of the date indicated in the Term section of this Lease. Simultaneously with the full execution and delivery of this Lease, Lessor and Lessee may execute and acknowledge a memorandum of this Lease in form and substance reasonably acceptable to Lessor and Lessee. If the parties execute said memorandum, Lessee shall provide to Lessor a copy of the memorandum filed of record in the Real Property Records for El Paso County, Texas.

11.24 Complete Agreement.

This agreement, together with the attachment(s) attached hereto, constitutes the entire agreement among the parties relating to the terms and conditions of the agreement. The parties expressly acknowledge and warrant that there exists no other written or oral understanding, agreements or assurances with respect to such matters except as are set forth herein. Unless expressly stated, this agreement confers no rights on any person or business entity that is not a party hereto. This agreement shall not be construed against or unfavorably to any party because of such party's involvement in the preparation or drafting of this agreement.

(Signatures begin on following page)

LESSOR'S SIGNATURE AND ACKNOWLEDGMENT

IN WITNESS WHEREOF, the parties have hereunto set their hands as of this ____ day of _____, 2022.

LESSOR: CITY OF EL PASO

Tomás González
City Manager

APPROVED AS TO FORM:

Leslie B. Jean-Pierre
Assistant City Attorney

APPROVED AS TO CONTENT:

Samuel Rodriguez, P.E.
Director of Aviation

ACKNOWLEDGMENT

THE STATE OF TEXAS)
)
COUNTY OF EL PASO)

This instrument was acknowledged before me on this _____ day of _____, 2022, by Tomás González as City Manager of the City of El Paso, Texas.

Notary Public, State of Texas

My Commission Expires:

(Signatures Continue on the Following Page)

LESSEE'S SIGNATURE AND ACKNOWLEDGMENT

LESSEE:

By: ASC TECHNICAL INSTITUTE,
LLC

Luis Armendariz

Print Name: Luis Armendariz
Title: President

ACKNOWLEDGMENT

THE STATE OF Arizona

COUNTY OF Maricopa

This instrument was acknowledged before me on this 5th day of October, 2022, by Luis Armendariz, its President of ASC Technical Institute, LLC (Lessee).

Geraldine Pena
Notary Public, State of Arizona

My Commission Expires:
09/06/2023

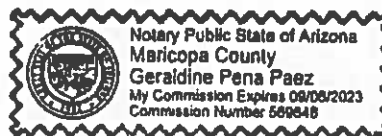


EXHIBIT "A"

Exhibit A Premises

6535 De Havilland Drive



Usable Area = 53,295 SF
Unpaved / Unusable Area = 11,400 SF
Total = 64,695 SF

PROPERTY DESCRIPTION
64,695 SQUARE FEET OR
1.485 ACRES

Being a portion of Lot 4, Block 1C, El Paso International Airport Tracts Unit 6 Replat, City of El Paso, El Paso County, Texas and being more particularly described by mates and bounds as follows:

COMMENCING FOR REFERENCE at a City Monument at the centerline intersection of Allegheny Drive and De Havilland Drive;

THENCE, along the centerline of said De Havilland Drive, North 01°01'53" West, a distance of 96.24 feet to a point;

THENCE, leaving said centerline, North 89°30'27" East, a distance of 30.00 feet to a point in the east right-of-way line of said De Havilland Drive and POINT OF BEGINNING for the herein described Tract;

THENCE, along said east right-of-way line, North 01°01'53" West, a distance of 276.30 feet to a point for corner;

THENCE, leaving said right-of-way line, North 88°57'22" East, a distance of 232.99 feet to a point for corner;

THENCE, South 01°06'57" East, a distance of 278.55 feet to a point for corner;

THENCE, South 89°30'27" West, a distance of 233.41 feet to the POINT OF BEGINNING and containing 64,695 square feet or 1.485 acres of land.

PREPARED BY:
Vaught & Associates Inc.
El Paso, Texas
June 22, 1989
Job No.: 5010-528



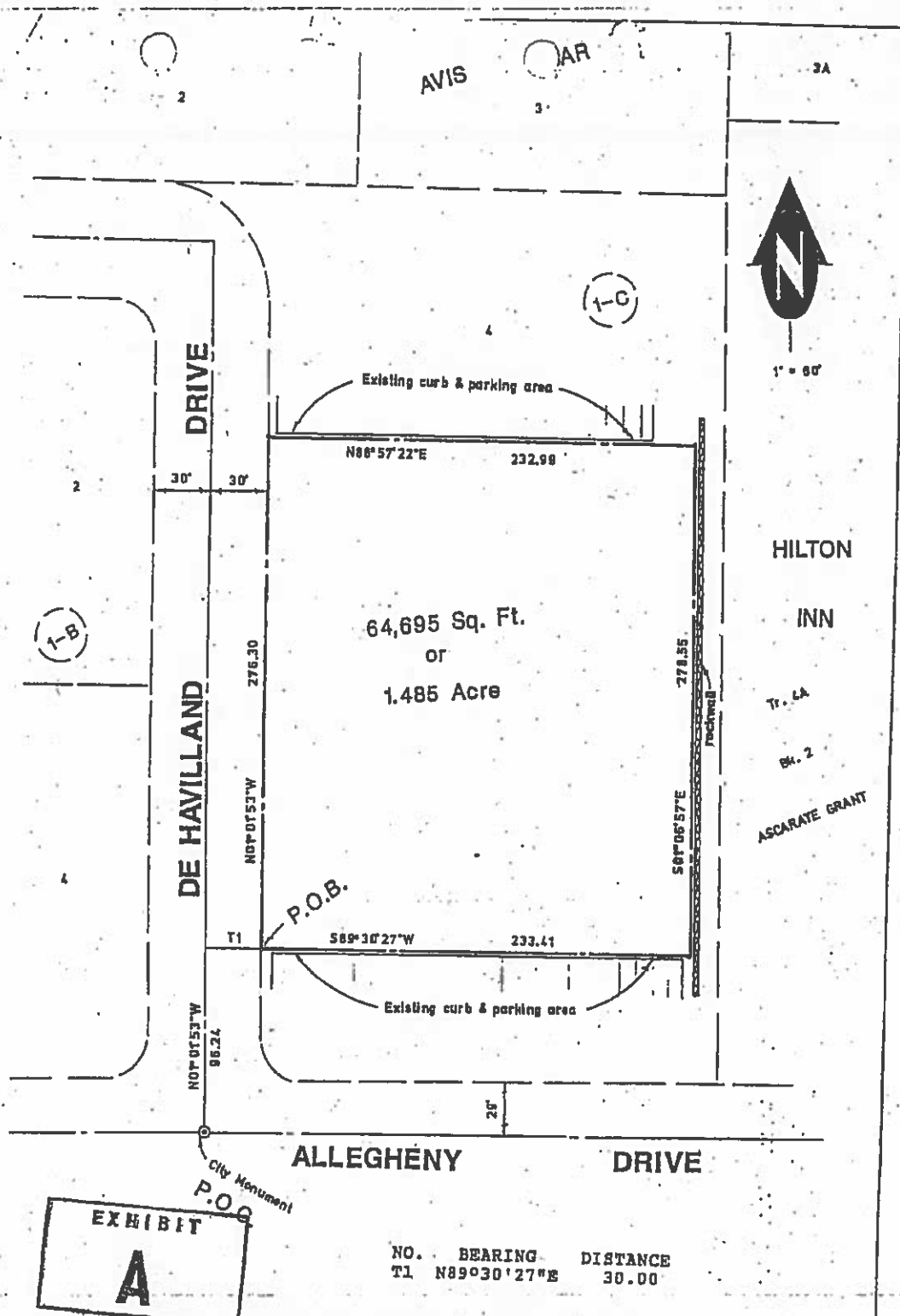


EXHIBIT
A

NO. BEARING DISTANCE
T1 N89°30'27\"E 30.00

Faught & Associates Inc. 433 Executive Blvd.
CONSULTING ENGINEERS EL PASO, TEXAS 79902
(915) 542-4900

PORTION OF LOT 4, BLOCK 1-C, EL PASO
INTERNATIONAL AIRPORT TRACTS UNIT 6, REPLAT,
CITY OF EL PASO,
EL PASO COUNTY, TEXAS.

DRAWN BY: JC	DATE: 6-22-89	JOB NO. 5010-525
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EXHIBIT "B"

DECLARATION OF RESTRICTIONS AND COVENANTS
El Paso International Airport
El Paso, Texas

ARTICLE 1 - PROPERTY

This Declaration of Restrictions and Covenants ("Declaration") applies to all leases of Airport property.

ARTICLE 2 - DEFINITIONS

The words and phrases defined in this Article shall have the following meanings when used elsewhere in this Declaration:

- 2.01 **AIR OPERATIONS AREA (AOA):** A portion of an airport, specified in the airport security program, in which security measures specified in Title 49 Code of Federal Regulations (CFR) Part 1500 are implemented. This area includes aircraft movement areas, aircraft parking areas, loading ramps, and safety areas for use by aircraft regulated under 49 CFR Parts 1544 or 1546, and any adjacent areas (such as general aviation areas). This area does not include the Secured Area.
- 2.02 **BUILDING:** The main portion of any building located on a Lot and all projections or extensions therefrom, including garages, outside platforms and docks, carports, canopies, and porches. Ground cover shall not be included.
- 2.03 **BUILDING COVERAGE:** The surface area of a Building Site that may be covered by Buildings, expressed as a percentage of the total site area.
- 2.04 **BUILDING SITE:** The entire Lot or Lots (if contiguous) leased by one Lessee.
- 2.05 **CITY:** The City of El Paso, Texas, its duly elected Council, or any duly constituted agent or committee representing said Council to fulfill the obligations herein required.
- 2.06 **COMMERCIAL USE:** Any use of the Building Site for the provision of goods and services which are used in support of the community's trade and service establishments and which the intensity of the use is compatible with each other surrounding uses and provides for a wide range of types of commercial activity.
- 2.07 **DECLARATION:** means this Declaration of Restrictions and Covenants and includes any amendments to this Declaration of Restrictions and Covenants.
- 2.08 **DECLARANT:** The City of El Paso, a political subdivision of the State of Texas.
- 2.09 **DIRECTOR OF AVIATION:** Director of the Department of Aviation for the City of El Paso.
- 2.10 **ESCORT:** An individual granted unescorted access to secured areas of the Airport may escort non-badged individuals into secure areas for official business purposes. An individual

Revised 3/15/2022 • Approved 7/19/2022

granted escort authorization in the SIDA and Sterile areas must have an "E" designation on their Airport identification badge. The person/persons being escorted must have official business in the area and be strictly controlled by the badged individual.

- 2.11 FAA: The Federal Aviation Administration of the U. S. Government or any federal agencies succeeding to its jurisdiction.
- 2.12 FOREIGN-TRADE ZONE: The use of any Lots or any part thereof on airport property for Industrial Operations or other activities that comply with the U.S., Foreign Trade Zone Act Regulations (Title 15, Code of Federal Regulations), U.S. Customs Service Regulations, and City regulations of Foreign-Trade Zone use.
- 2.13 FRONT LOT LINE: The property line that faces a Street. On corner Lots or Lots fronting on two parallel Streets, the Front Lot Line shall mean the property lines facing each Street, one of which shall be designated by the City as the principal Street.
- 2.14 IMPROVEMENTS: Improvements shall mean but shall not be limited to Buildings, bridges, overpasses, retaining walls, ditches, culverts, lighting supports, earth fills, earth excavations, paving, ground cover, sidewalks, fences, screening walls, signs, and landscaping, constructed, installed, or placed on, under, or above any Lot by or on account of a Lessee.
- 2.11 INDUSTRIAL OPERATION: The manufacturing of products from raw or semi-finished materials, including research, warehousing and wholesaling operations. Retail sales of goods and services are specifically excluded from this definition.
- 2.12 INDUSTRIAL PARK COMMERCIAL SUPPORT: The retail sale of goods and services on a limited basis primarily to the employees of the Lessees in the Industrial Zones as specifically provided herein.
- 2.13 INDUSTRIAL ZONES: Any area of Airport property that may be identified by the Airport as having multiple tenants engaging in Industrial Operations.
- 2.14 LESSEE: Any person, firm, or corporation leasing or subleasing one or more Lots, Building Sites, or space in a Building on a Lot.
- 2.14 LOT: One of the numbered parcels on the map entitled "El Paso International Airport Tracts" as filed with the County Clerk, County of El Paso, Texas.
- 2.15 REAR LOT LINE: The property line generally parallel to the Front Lot Line and contiguous to another Lot. On corner Lots, the Rear Lot Line shall be parallel to the Front Lot Line facing the principal Street; on Lots fronting on two parallel Streets, there shall be no Rear Lot Line.
- 2.16 RESTRICTED AREA: Those portions of the Airport within the AOA that are not identified as SIDA or as Secured Areas.
- 2.17 SECURED AREA: A portion of an airport, specified in the airport security program, in

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which certain security measures specified in Part 1542 of 49 CFR Chapter XII are implemented. This area is where aircraft operators and foreign air carriers that have a security program under Parts 1544 or 1546 of 49 CFR enplane and deplane passengers, and sort and load baggage.

- 2.18 **SECURITY IDENTIFICATION DISPLAY AREA (SIDA):** That area of Airport property outside of the terminal building and within the security fence where entry to the area is controlled by access card and/or guard posts. An Airport identification badge configured to the SIDA must be displayed by unescorted individuals in the area at all times.
- 2.19 **SETBACK:** The distance a Building must be set back from the property line of a Lot.
- 2.20 **STREET:** Any street, highway, or other thoroughfare shown on the map entitled "El Paso International Airport Tracts," as filed with the County Clerk, County of El Paso, Texas.
- 2.21 **TSA:** The Transportation Security Administration of the U. S. government or any federal agencies succeeding to its jurisdiction.

ARTICLE 3 - PERMITTED USES AND PERFORMANCE STANDARDS

- 3.01 **PERMITTED USES:** No Building, structure, or land shall be used for any purpose other than the uses specifically allowed in the lease agreement.
- 3.02 **PERFORMANCE STANDARDS:** No Lots shall be used or occupied in any manner so as to create any dangerous, injurious, noxious, or otherwise objectionable conditions that may affect any other Lots, including but not limited to:
- Hazardous activities
 - Vibration or shock
 - Noise
 - Smoke, dust, odor, or other forms of air pollution
 - Heat or glare
 - Electronic or radio interference
 - Illumination
 - Liquid or solid refuse or waste
 - Other substance, condition, or element in such amount as to affect the surrounding area or adjoining premises
- A. **Hazardous Activities:** No activity shall be conducted on any Lot that may be or may become hazardous to public health and safety, that shall increase the fire insurance rating for adjoining or adjacent Lots, or that shall be illegal.
- B. **Vibration or Shock:** No vibration or shock perceptible to a person of normal sensibilities shall be permitted within fifty (50) feet of the property line.
- C. **Noise:** No noise objectionable to a person of normal sensibilities shall be permitted within fifty (50) feet of the property line.

D. Air Pollution: Except for the operation of motor vehicles to, from, and on a Lot as incidental to the use thereof, the following requirements shall apply:

1. Any use producing smoke, gas, dust, odor, fumes, aerosols, particulates, products of combustion, or any other atmospheric pollutant shall be conducted within a completely enclosed building.
2. Any use producing atmospheric emissions shall comply with the standards of the U. S. Environmental Protection Agency, the Texas Air Control Board, any local environmental regulatory body, or any successor organizations performing similar functions, as such regulations exist at the date of the lease to which this Declaration is attached, or which may be enacted during the term of such lease.
3. The emission of odors which are detectable at any point beyond the property line of any plant will not be permitted.

E. Dust Control: All ground areas not covered by structures shall be landscaped or surfaced with concrete, asphaltic concrete, or other comparable dust-free surfacing; shall be maintained in good condition, free of weeds, dust, trash, and other debris; and shall be properly drained and graded. Such development shall be accomplished before issuance of a certificate of occupancy.

F. Heat or Glare: Any operation producing intense glare or heat shall be performed within an enclosed or screened area in such manner that the glare or heat emitted will not be discernible from the property line.

G. Electronic or Radio Interference: No electrical, electronic, or radio emissions shall be produced that will interfere, obstruct, or adversely affect the operation of air navigation aids and Airport communications.

H. Illumination:

1. The source of illumination of any kind on a Lot shall not be visible at the property line except for normal installation of standard interior lighting fixtures within Buildings.
2. The maximum height of any lighting standard shall be limited to thirty (30) feet above curb level.
3. The intensity of illumination shall be limited to 10-foot candles or 0.1 lumens per square foot for open areas or surfaces visible at the property line.
4. The design and location of exterior lighting shall comply in all respects to the requirements of the FAA or any successor agencies and

other governmental agencies having applicable jurisdiction with respect to height, type, and placement of lighting standards as they may affect the safety of flight operations into, from, and around the Airport.

- I. Refuse and Trash: No refuse or trash shall be kept, stored, or allowed to accumulate on any Lot.
- J. Sewage Disposal Systems: No cesspool, septic tank, or other sewage disposal system or device shall be installed, maintained, or used on any Lot without the approval of the City.
- K. Security: If a Tenant activates space on its leased premises for Foreign-Trade Zone usage, said Tenant will comply with the security requirements imposed by the U.S., Foreign Trade Zone Act Regulations (Title 15, Code of Federal Regulations), U.S. Customs Service Regulations, and City regulations of Foreign-Trade Zone use.

ARTICLE 4 - REGULATION OF IMPROVEMENTS

4.01 COMPLIANCE: All Buildings and structures shall be in compliance with the El Paso City Code as amended from time to time. This provision applies to the entirety of the Building Site, unless the requirements of the City of El Paso, through its planning and zoning requirements or otherwise, shall be more restrictive, in which case the more restrictive requirements shall apply.

4.02 INDUSTRIAL USE MINIMUM SETBACK LINES. The following minimum setback requirements apply to Buildings Sites used for Industrial Operations. No structure of any kind and no part thereof shall be placed on any Lot closer to a property line than hereby described.

- A. Front Setbacks: Setbacks from Front Lot Lines shall be a minimum of twenty- five (25) feet from the Front Lot Lines; the area between the Street(s) and the Front Setback Line shall be landscaped. If visitor parking is provided in the front Setback area, all Buildings shall be set back a minimum of eighty (80) feet from the Lot line. If the Lessee's Lot or Lots front on more than one street, the front Setbacks shall be from all Lot lines facing a Street.

The front Setback area(s) shall be landscaped and planted in accordance with this Declaration of Restrictions and Covenants except for areas used for parking lots, driveways, or sidewalks. In no event shall less than twenty percent (20%) of the required minimum front Setback area(s) facing a Street be landscaped and planted. If no parking area is provided in the front Setback area(s), the entire front Setback area(s) shall be landscaped.

- B. Side Setbacks: Side Setbacks shall be a minimum of twenty (20) feet, and up to a maximum of fifty percent (50%) of the required minimum Setback shall

be landscaped and planted at the discretion of the Declarant or its authorized agent. If a single Lessee uses two or more Lots with a common boundary line between them, the side Setback restrictions may be waived by the Director of Aviation for the term of the shortest lease.

- C. Rear Setbacks: Rear Setbacks shall be twenty (20) feet from the Lot line or utility easement line, except that Buildings on Lots abutting railroad spurs may have loading docks extending to the Rear Lot Line, provided such construction does not interfere with utility services.
- D. Exclusions from Setback Requirements: The following structures or Improvements are excluded from the Setback requirements and are thus not considered encroachments on the setbacks:
 - 1. Roof overhang.
 - 2. Steps and walks.
 - 3. Paving and associated curbing, except that parking areas will not be permitted within ten (10) feet of Street property lines.
 - 4. Fences.
 - 5. Landscaping.
 - 6. Planters, none over four (4) feet in height.
 - 7. Railroad spur tracks, switches, and bumpers.
 - 8. Approved signs identifying the Lessee or Sublessee.

4.03 COMMERCIAL USE MINIMUM SETBACK LINES: No structure of any kind and no part thereof shall be placed on any Lot closer to a property line than the limits described in the El Paso City Code.

4.04 PROPERTIES FRONTING GLOBAL REACH DR: Regardless of use, any Airport property fronting Global Reach Dr. must have a front set back equal to 100 feet plus the minimum setback required by the zoning code, as amended by time to time. The tenant must not rely on the 100 feet requirement as part of any stormwater management requirements and landscaping requirements. Tenants must still comply with frontage landscaping requirements along Global Reach Dr.

4.05 EXCAVATION:

- A. General: No excavation shall be made by a Lessee unless the excavation is directly related to the construction of an Improvement on the Building Site approved by the Declarant. When construction is complete, all disturbed ground shall be filled or graded and shall be landscaped in accordance with and conform

to this Declaration of Restrictions and Covenants.

- B. Cut and Fill: The Declarant or any authorized agent thereof may at any time enter and make such cuts and fills on any Lot or other part of said Lot and do such grading and moving of earth as, in its judgment, may be necessary to improve or maintain the Streets in or adjacent to any Lot and to drain surface waters therefrom; provided that after the principal structure on a Lot shall have been completed in accordance with approved plans, the rights of the Declarant under this paragraph shall terminate with respect to such Lot, except that the Declarant shall thereafter have the right to maintain existing Streets and drainage structures.

- 4.06 LANDSCAPING: Every Lot on which a Building shall have been placed shall have landscaping according to plans prepared in accordance with the standards established in this Declaration. The first phase of such landscaping, as approved, shall have been completed within ninety (90) days from the date the certificate of occupancy has been filed.

Setback areas shall be landscaped to the minimum extent outlined in this Declaration. In addition, paving or landscaping shall extend from the property line to the curb, such paving and landscaping to be compatible with treatment for this area on other lots on the same block.

All trees shall be limited to a height of thirty-five (35) feet above the curb line.

Desert planting, defined as native desert plants set in a ground cover of boulders, pebbles, and/or sand, shall not comprise more than twenty percent (20%) of any given setback area planting program. This limitation may be waived by the Director of Aviation upon submittal of detailed landscape plans indicating a greater coverage by desert planting.

Vegetation that produces seeds, fruits, or berries, or that provides dense roosting or nesting cover is prohibited. Turf grass and well as any grass seed mixtures containing millet or any other large-seed producing grass is also prohibited. Should any landscaping observed to be attracting birds or wildlife, Lessor will be required to remove said vegetation within ten (10) days of notice after a request in writing from the Declarant or its authorized agent to have it removed, the Declarant or its authorized agent may enter on any Lot to remove same by whatever means it deems necessary. Such entry shall not be deemed a trespass, and the Declarant shall not be subject to any liability therefor. The cost of such work plus 10% shall be borne by the Lessee.

Lessees are encouraged to expand landscape development plans to include such elements as pools, fountains, sculpture, rock arrangements, sheltered outdoor seating areas, all subject to design approval by the Director of Aviation prior to installation.

- 4.07 SIGNS: The following regulations shall apply to all signs displayed for observation from outside a building whether displayed on, near, or within a building:

- A. Permitted Signs: Signs on the Airport shall be limited to those identifying the

uses conducted on the site, to those necessary for directional purposes, and to those required to advertise the rental of the specific property on which the sign is displayed. The size, design, and location of all signs shall require the written approval of the Director of Aviation or its authorized agent prior to installation. Outdoor advertising, billboards, or flashing lighting shall not be permitted.

- B. Area and Location: One sign may be permitted in the front of each leasehold and one sign may be attached to the side of the building which faces a public street, both to state only the name, products, and services of the Lessee. The sign in the front of the leasehold shall not exceed one square foot area for each lineal foot of lot frontage and shall not extend more than 35 feet in height above the ground.
- C. Construction: All signs shall comply with all building codes of the City of El Paso and with all rules and regulations of the Federal Aviation Administration or any successor agencies.

- 4.08 PARKING AREAS: Adequate off-street parking shall be provided to accommodate the parking requirements of a business within the limits of the Lot. Parking for employees, visitors, and business vehicular traffic shall be provided on the Lot and designated by white lines painted on the paved surface. All parking must comply with applicable City parking ordinances.

Parking shall not be permitted on the public Streets and between the Street pavement and property line. If visitor parking is provided in the front Setback area, all Buildings shall be set back a minimum of eighty (80) feet from the Lot line. If visitor parking is permitted in the front Setback area(s), such parking shall be screened from the Street(s) by approved trees or shrubbery specified in the Airport Landscaping Standards or such other screening as may be approved by the Declarant or its authorized agent.

- 4.09 STORAGE AND VEHICLE LOADING AREA: All outside storage and refuse areas shall be constructed and contained to eliminate odors, insects, dust, visual nuisances, and other similar nuisances.

No materials, supplies, or equipment, including company-owned or company-operated trucks, shall be stored in any area on a Lot except inside a closed Building or behind a barrier completely screening such areas from view of adjoining Lots and/or public Streets.

All provisions for the loading and maneuvering of vehicles incidental to the operation of the business shall be placed on the Lot(s) leased and shall not encroach into Setback areas except the side setback area; on street vehicle loading shall not be permitted. Vehicle loading shall be permitted only at the rear of Buildings, or on a side, except that such loading performed at a side shall be completely screened from view of adjoining Lots and/or public Streets.

- 4.10 **BUILDING HEIGHTS:** Building heights shall be limited to the height requirements established in the El Paso City Code and in Federal Aviation Regulations Part 77 or successor regulations for the Airport.

4.11 **BUILDING REGULATIONS:**

- A. **General:** Any Building, Improvement, or structure on a Lot shall conform to the following general conditions of construction practice.
- B. **City Zoning:** The El Paso City Code, as amended, shall apply except that in the event of a conflict between the El Paso City Code and the standards in this Declaration, the more stringent requirement shall apply.
- C. **FAA Regulations:** All construction must comply with applicable codes and ordinances and the rules and regulations of the FAA or any successor agencies, where applicable.
- D. **Final Approval by Declarant:** Construction shall not commence before the Director of Aviation has granted final approval.

4.12 **TYPE OF CONSTRUCTION:**

- A. **Building Materials:** All buildings shall be framed with reinforced concrete or masonry, structural steel, structural aluminum, or wood that has been satisfactorily treated to resist fire, rot, and insects. Approved siding shall be masonry, concrete or glass. Porcelain, enameled steel, anodized aluminum or treated wood may be used upon approval by the Director of Aviation. Concrete, masonry, and treated wood siding shall be kept neatly painted, if used. State-of-the-art changes in types of construction may be permitted from time to time only upon the express condition that any such change be consistent with the intent of this Declaration and that any such change receives written approval of the Director of Aviation. Pre-fabricated metal buildings are specifically prohibited. All structures should employ effective bird deterrent measures to prevent the loafing and nesting of birds.

A minimum of fifteen percent (15%) of the exterior building facade materials on each elevation shall be glass, brick, stone or stucco. The remainder of the facade is to be a combination of concrete, masonry, hardi-plank materials, or wood that has been treated to resist fire, rot, and insects, with a maximum amount of allowed wood being no more than ten percent (10%) and only being utilized for accent and decoration purposes.

- B. **Roof Screening:** All heating and cooling towers, equipment, etc., placed on the roofs of Buildings shall be screened or enclosed from view so that they are architecturally compatible with the main portion of the Building and cannot be seen from any point within two hundred-fifty (250) feet of the Building at an eye level of six (6) feet above the curbline.

- C. Accessory Buildings, Enclosures, and Fences: Accessory Buildings, enclosures, and fences shall enhance the design of and be of the same quality of materials as the Buildings they serve.
 - D. Building Codes and Ordinances: All Buildings shall conform to all local building codes and ordinances.
 - E. Approval by Director of Aviation: The type of building construction proposed shall be subject to the written approval of the Director of Aviation.
- 4.13 PIPES: No water pipe, gas pipe, sewer pipe, or drainage pipe (other than those within structures) shall be installed or maintained on any Lot above the surface of the ground, except hoses and movable pipes used for irrigation or similar purposes.

ARTICLE 5 – SUBMISSION OF PLANS FOR IMPROVEMENTS

- 5.01 AIRPORT DESIGN CRITERIA: All construction of improvements and infrastructure must conform to and comply with the approved plans and specifications submitted by Lessee and approved by the City and the Airport, the applicable statutes, ordinances, building codes, rules and regulations of City and the FAA and such other authorities as may have jurisdiction over the Airport, the Building Site or Lessee's operations herein including, but not limited to the Department of Homeland Security and the Transportation Security Administration, and any successor agencies.
- 5.02 SUBMISSION OF PLANS: All plans for Improvements shall be prepared by registered engineers, architects, and landscape architects; shall be of contemporary design; and shall require prior written approval by Director of Aviation before any construction may begin.

Prior to the execution of a lease for a Building Site, the Declarant and the Lessee shall jointly determine a reasonable time schedule in which final plans and specifications shall be submitted and construction of facilities shall be completed.

The Lessee will submit the following plans to the Declarant within the time schedule determined:

- A. Topographic, Grading, Drainage, Utility, and Plot Plans:
 - 1. Topographic, grading, drainage, and utility plans showing one (1) foot contour intervals and spot elevations referenced to the Airport datum.
 - 2. A plot plan at a scale not smaller than one (1) inch equals one hundred (100) feet showing the relationship of the proposed Improvements to the Lot(s) demised and to the Improvements on adjacent Lots, utilities, and access thereto, curbs, walks, driveways, parking areas, etc.
- B. Floor Plans: Floor plans at a scale not smaller than one-sixteenth (1/16) inch

equals one (1) foot.

- C. Ground Cover Plans: Ground cover plans, including landscaping, in accordance with the Airport Landscaping Standards.
- D. Renderings: A true architectural rendering of the proposed Buildings, including the proposed exterior color scheme, style, materials, landscaping, and design and placement of signs.
- E. Materials and Color Samples: Samples, no smaller than one (1) foot square, of all materials and/or paint or other coating colors to be used on the exterior of all Improvements that are visible from any point on any Lot line. The Declarant reserves the right to approve all said materials and/or colors and further reserves the right to suggest alternative materials and/or colors that, in the sole opinion of the Declarant, shall be determined to be more compatible with the Declarant's objectives for the overall aesthetic character and quality of Improvements on the Airport.
- F. Other Plans: Any other plans, specifications, or design features that the Director of Aviation may deem necessary and request.
- G. Additional Requirements - Foreign-Trade Zone: Tenants who intend to use their facilities as a Foreign-Trade Zone shall, in addition to submittal to the Declarant or its authorized agent submit their plans and specifications to the U.S. Customs Service and other federal agencies, as appropriate, for approval and compliance with the Foreign-Trade Zone Act and other required federal regulations.

- 5.03 FORM AND CONTENT OF PLANS: The Airport Director may promulgate rules governing the form and content of plans to be submitted for its approval and may issue statements of policy with respect to approval or disapproval of architectural styles, details, or other matters pertaining to the plans.

Such rules and such statements of policy may be amended or revoked by the Declarant at any time, and no inclusion in, omission from, or amendment of any such rule shall be deemed to bind the Declarant to its approval or to waive the exercise of the Declarant's discretion as to any such matter.

- 5.04 CODES AND REGULATIONS: All Improvements shall be planned and constructed in accordance with the rules and regulations established by the Declarant or its authorized agent, the laws and ordinances of the City, applicable building codes, and the rules and regulations of the FAA or any successor agencies, where applicable.

- 5.05 REVIEW OF PLANS: Plans and specifications for proposed Improvements submitted to the Declarant for approval by its authorized agent shall be reviewed by Airport staff. Airport staff will review the plans and either approve or disapprove no later than 30 calendar days from the date of complete submission of plans.

Revised 3/15/2022 • Approved 7/19/2022

- 5.06 **BASIS FOR APPROVAL BY THE DECLARANT:** Approval by the Declarant or its authorized agent shall be based on the adequacy of site dimensions and on the general conformity of the plans and specifications to the intent of this Declaration and to the appearance and design of neighboring properties. The Declarant shall not arbitrarily, without written explanation, withhold approval of properly submitted plans and specifications.

Approval of any plans or specifications for use on any one Lot shall not be deemed a waiver of the discretionary right of the Declarant to disapprove the same plans or specifications if such plans or specifications are subsequently submitted for approval for use on any other Lot or Lots.

- 5.07 **FAILURE TO APPROVE:** If the Declarant fails to approve or disapprove plans and specifications within forty (40) working days after the same have been submitted, it shall be conclusively presumed that the Declarant has disapproved said plans and specifications.

- 5.08 **COMMITMENT TO CONSTRUCT:** Upon approval by the Declarant of plans for construction of any structure, a copy of the approved plans shall be deposited for permanent record with the Declarant and a copy of such plans bearing the written approval of the Declarant shall be returned to the Lessee of the Lot(s) on which such structure is or will be placed.

Approval of these plans by the Declarant shall constitute a commitment on the part of the Lessee to erect and maintain the Improvements as proposed and approved within the timeschedule established in Paragraph 5.02.

- 5.09 **CONSTRUCTION WITHIN TIME SCHEDULE SPECIFIED:** Any approved construction shall be pursued diligently in accordance with the approved plans and specifications and shall be completed within the specified time schedule. Failure to complete such work in the specified time schedule shall cause such approval to be automatically withdrawn unless the Declarant or its authorized agent grants written extension of such approval.

After such automatic withdrawal of approval, the Lessee will be considered in default of its lease for such Lot(s), and the Declarant may terminate such lease in accordance with the provisions of that document.

- 5.10 **LANDSCAPING PLANS:** Trees, shrubs, fences, hedges, or other landscaping shall not be planted, placed, or maintained on any Lot until a complete plan thereof has been submitted to and approved by the Declarant or its authorized agent in writing. The landscaping plans shall be prepared in accordance with this Declaration shall be submitted at the same time as the other plans and specifications for proposed Improvements.

All plans for landscaping Improvements shall be prepared by registered or approved landscape architects. Final approval shall be by the Declarant or its authorized agent.

- 5.10 **PLANS FOR ALTERATIONS OF IMPROVEMENTS:** All plans for alterations to the leased Lot(s), either for the construction of additional facilities or alterations to existing Buildings, shall be prepared, submitted, and approved as outlined in Paragraphs 5.01 through 5.09 and shall be subject to the same restrictions as herein provided. This paragraph shall apply only to exterior or structural changes; alterations to the interior of Buildings shall not be considered unless they affect the performance standards in Article 3.
- 5.11 **FEES:** The Declarant may charge and collect a reasonable fee, as determined every five years by the Declarant or its authorized agent, for architectural review and other reviews of plans submitted for approval. Such plans could relate to initial development or alterations to existing development. The fee shall be payable at the same time such plans are submitted. If initial plans or any subsequent plans are disapproved, an additional review fee, as determined by the Declarant or its authorized agent, shall be paid before further review.

The amount of such fee shall not exceed the actual cost to the Declarant of making such examination, including the cost of any architect's or engineer's fees incurred in connection therewith.

ARTICLE 6 - ENFORCEMENT

- 6.01 **CONSTRUCTION WITHOUT APPROVAL:** If any structure shall be erected, placed, altered, or maintained on any Lot other than in accordance with plans and specifications approved by the Declarant or its authorized agent, such erections, alterations, and maintenance shall be deemed to have been undertaken without the approval required herein. This restriction shall be applicable to landscaping and signage plans as well as to architectural plans.

In the event of such construction without approval, the Lessee will be considered in default of the lease for such Lot, and the Declarant may terminate the lease in accordance with the provisions set forth in that document.

- 6.02 **ABATEMENT AND REMOVAL:** If the Declarant determines that this Declaration is being violated by any Lessee on a Lot or Lots, the Declarant shall have the right after giving notice as required by the lease to enter the Lot(s) of such Lessee to determine the exact cause, effect a cure, and abate or remove the violation from the Lot(s). All the expenses incurred in this action shall be payable by the Lessee or sublessee of the facility in which the violation occurred.
- 6.03 **HOUSEKEEPING:** If accumulations of weeds, rubbish, or items of equipment or supplies are permitted to remain on a Lot more than ten (10) days after a request in writing from the Declarant or its authorized agent to have them removed, the Declarant or its authorized agent may enter on any Lot to remove same by whatever means it deems

necessary. Such entry shall not be deemed a trespass, and the Declarant shall not be subject to any liability therefor. The cost of such work plus 10% shall be borne by the Lessee.

- 6.04 **MAINTENANCE OF LANDSCAPING:** The Declarant shall be the sole judge of the quality of maintenance of the landscaping. If landscaping areas are not maintained in accordance with the standards in the lease and those in this Declaration and the condition is not corrected within ten (10) days after written notice from the Declarant or its authorized agent, the Declarant or its authorized agent shall have the right to enter on any of the Lot(s) leased and plant or replant such areas, without being deemed guilty of trespass. The costs therefor, as determined by the Declarant, shall be paid by the Lessee.
- 6.05 **SUIT:** The Declarant or the lessees of facilities affected by a violation shall have the right to file suit against violators of this Declaration, to prevent a violation, effect a cure, abate or remove a violation, or recover damages for said violation.
- 6.06 **ATTORNEY'S FEES:** In any legal proceeding for the enforcement of this Declaration or prevention of a violation of this Declaration or any part hereof, the party against whom judgment is rendered shall bear the reasonable expense of attorneys' fees of the prevailing party in the amount to be specified by the Court.
- 6.07 **RIGHT OF ENTRY AND INSPECTION:** Any authorized agent of the Declarant, at any reasonable time and without notice, may enter on and inspect any Lot to ascertain whether the maintenance of such Lot, Improvements under construction, or alteration of structures thereon are in compliance with the provisions hereof. Neither the Declarant nor such authorized agent shall be deemed to have committed a trespass or other wrongful act by reason of such entry or inspection.
- 6.08 **FAILURE TO ENFORCE A RESTRICTION:** The Declarant may fail to enforce any restriction herein specified on any Lessee on a Lot or Lots, but in no event should this be deemed a waiver of this Declaration or the right to enforce.
- 6.09 **FEE AND EXPENSES:** Lessee shall be responsible for all costs incurred by the Declarant in enforcing any provisions of this Declaration in addition to a 10% fee to recover administrative costs incurred by the Airport.

ARTICLE 7 - MISCELLANEOUS PROVISIONS

- 7.01 **ACCEPTANCE BY ALL LESSEES:** Every person, firm, or corporation who shall hereafter acquire any right, title, or interest in any Lot(s) or Buildings or portions thereof shall have consented and agreed to every covenant and restriction herein contained or implied even though this Declaration may not have been made reference to or part of the documents received as a part of leasing a Lot or Building or any portion thereof.
- 7.02 **ASSIGNMENT OF DECLARANT'S RIGHT AND DUTIES:** The Declarant has certain rights, powers, and reservations as herein established by this Declaration and may assign to any person, firm, or corporation these rights, powers, and duties evidencing its

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consent in writing to accept such an assignment and assume such duties. The person, firm or corporation having accepted the rights of the Declarant shall also be bound to the obligations in this Declaration.

- 7.03 USE PERMITS: Such use and occupancy permits as may be required by the Building Code of the City of El Paso shall be maintained in force at all times by each Lessee.
- 7.04 CUTTING AND FILLING: The City or any authorized agent thereof may at any time make such cuts and fills upon any parcel or other part of said property and do such grading and moving of earth as, in its judgment, may be necessary to improve or maintain the streets in, or adjacent to, any property and to drain surface waters therefrom; provided, however, that after the principal structure upon a parcel shall have been completed in accordance with approved plans, the rights of the City under this paragraph shall terminate with respect to such parcel, except that the City shall thereafter have the right to maintain existing streets and drainage structures.
- 7.05 RESERVATION OF RIGHTS: Declarant hereby reserves the right to modify, amend and revoke any or all portions of these Covenants at any time, at its sole discretion, with or without notice to any person other than by filing notice of such modification, amendment or revocation in the airport website. Further, the Director of Aviation may grant waivers to, or amend parts of this Declaration in the event the Director of Aviation determines that such waiver or amendment is in the best interest of the Airport.

ARTICLE 8 – PERTAINING TO GENERAL AVIATION (GA)/ FIXED BASE OPERATORS (FBO)

- 8.01 GENERAL: The requirements within this Article 8 apply to any leases pertaining to GA and FBO and are in addition to all other requirements in this Declaration of Restrictions and Covenants.
- 8.02 PERFORMANCE STANDARDS:
- A. Fire and Explosive Hazards: No activity shall be undertaken involving fire or explosive hazard which shall endanger the property, improvements, or employees of any other property owner or tenant.
 - B. Air Pollution: No activity of any type shall be conducted or permitted on the leased premises, which violates any applicable federal, state or local law, rule or regulation.
 - C. Illumination:
 - 1. Exterior Lighting. The design and location of exterior lighting shall comply in all respects to the requirements of the City, the Federal Aviation Administration or any successor agencies, and other governmental agencies having applicable jurisdiction with respect to height, type, and placement of lighting standards as they may affect the safety of flight operations into, from and around the Airport.

2. **Interior Lighting.** The source of illumination of any kind within any building on the site shall not be visible at the property line except for normal installation of standard interior lighting fixtures within buildings.
- D. **Signs:** The number, size, design, and location of all signs displayed for observation from outside a building whether displayed on, near, or within a building shall be subject to prior written approval by the Director of Aviation. All signs shall comply with any applicable sign ordinances and building codes of the City of El Paso and with all rules and regulations of the Federal Aviation Administration and its successor. Signs on the Leased Premises shall be limited to those identifying the uses conducted on the site and to those necessary for directional purposes. Outdoor advertising, billboards or flashing lighting shall not be permitted.
 - E. **Storage:** All storage of every type, except of autos or aircraft, shall be within buildings or enclosures formed by a tight, painted board fence or rock walls. Storage of aircraft parts, service equipment or similar items shall be expressly prohibited outside buildings or such enclosures. Storage of motor vehicles, other than aircraft, is not permitted; provided, however, that motor vehicle parking for reasonable periods of time in designated areas for such, is permitted.

8.03 DEVELOPMENT OF SITE - REQUIRED IMPROVEMENTS FOR GA/FBO

- A. **OFFSTREET PARKING:** All provisions for automobile parking for employees and visitors of the Lessee shall be placed on the lot(s) leased. No parking whatsoever shall be permitted on the streets.

All parking areas shall be in rear setback areas and shall be paved to provide dust-free, all-weather surfaces.

Offstreet parking facilities shall be provided generally in accordance with the El Paso City Code and any amendments or successor ordinances thereto and shall be sufficient for the parking of all automobiles necessary to the conduct of the business.

Each parking space shall be designated by white lines painted upon the paved surface.
- B. **AIRCRAFT PARKING AND SERVICING:** Except for routine parking and servicing of transient aircraft on a specifically designated transient parking apron, all provisions for parking of all aircraft of Lessee and its patrons, if any, shall be on the lot(s) leased. Parking of aircraft in areas other than the lot(s) leased or on transient parking aprons specifically designated by the City is expressly prohibited.
- C. **VEHICLE LOADING:** All provisions for the loading and maneuvering of vehicles incidental to the operation of the business shall be placed on lot(s) leased; on-street vehicle loading shall not be permitted.

- D. **SETBACKS:** All buildings shall be set back a minimum of twenty-five (25) feet from the front lot line and twenty-five (25) feet from the rear lot line. Side setbacks shall be a minimum of ten (10) feet.

One hundred percent (100%) of the required rear setback area shall be landscaped and planted, unless covered by paving.

- E. **LANDSCAPING:** A reasonable amount of landscaping, including the planting of ground- covers, shrubs and trees, shall be required, such landscaping to be in accordance with standards established by the City. The first phase of such landscaping, as approved, shall be installed within a period not to exceed one hundred eighty (180) days after the notice of completion has been filed on the initial building.

Setback areas shall be landscaped to the minimum extent outlined in Paragraph D above. In addition, paving or landscaping shall extend from the property line to the curb, such paving or landscaping to be compatible with treatment for this area on other lots in the same Block.

All trees shall be limited to a height of thirty-five (35) feet above the curb line.

Vegetation that produces seeds, fruits, or berries, or that provides dense roosting or nesting cover is prohibited. Turf grass and well as any grass seed mixtures containing millet or any other large-seed producing grass is also prohibited. Should any landscaping observed to be attracting birds or wildlife, Lessor will be required to remove said vegetation within ten (10) days of notice after a request in writing from the Declarant or its authorized agent to have it removed, the Declarant or its authorized agent may enter on any Lot to remove same by whatever means it deems necessary. Such entry shall not be deemed a trespass, and the Declarant shall not be subject to any liability therefor. The cost of such work plus 10% shall be borne by the Lessee.

- F. **BUILDING HEIGHTS:** All building heights shall conform to FAA rules and regulations, and any amendment and successor rules and regulations. The term building height shall include any building equipment, extrusions, etc.

- G. **SITE COVERAGE:** All buildings and structures, or portions thereof, placed on the lot(s) shall not cover more than fifty percent (50%) of the total lot area.

- H. **TYPE OF CONSTRUCTION:** All buildings shall be framed with reinforced concrete or masonry, structural steel or structural aluminum. Siding shall be masonry, glass, or enameled steel. Concrete or masonry units shall be kept neatly painted, if used. All buildings shall conform to applicable laws, ordinances and building codes of the City of El Paso. All structures should employ effective bird deterrent measures to prevent the loafing and nesting of birds.

All structures for the storage of gasoline, jet fuel, or other petroleum products shall be screened from public view; of a state-of-the-art design and construction; and shall conform to applicable laws, ordinances and regulations of the Environmental Protection Agency (EPA) and the Texas Commission of Environmental Quality (TCEQ), and any successor agencies.

- I. **PIPES:** No water pipe, gas pipe, sewer pipe or drainage pipe (other than those within structures) shall be installed or maintained upon any building site above the surface of the ground, except hoses and movable pipes used for irrigation or similar purposes, as approved by the City.
- J. **FENCING:** Construction of fencing between buildings of all tenants on all lots shall be required and limited to the rear lot of the Premises. The placement and design of such construction shall be in accordance with plans and specifications prescribed by the City, or its authorized agent, for the General Aviation Area and shall be uniform throughout the area. The fence must meet the Airport's standard six-foot (6') chain link fence plus three (3) strands of barbed wired for a total height of no less than eight feet (8') and it must be approved by the Director of Aviation.
- K. **AVIATION SECURITY:** As a result of the various security requirements of the Transportation Security Administration (TSA) and the Airport, the Lessee shall be responsible for compliance with Airport Security regulations and Title 49 Code of Federal Regulations (CFR) Part 1542 (Airport Security) and Title 14 CFR Part 139 (Airport Certification and Operations). Any and all violations pertaining to Part 1542 and Part 139 resulting in a fine will be passed on to and borne by the Lessee. These requirements shall also apply to any Sublessee.

Fines levied against the Airport by the FAA or the TSA for security violations shall be passed on to and borne by the Lessee if the violation is attributed to Lessee deficiencies and/or negligence. Lessee's liability for any civil penalty assessed as a result of an FAA/TSA test failure shall be full payment for fines arising out of any one occurrence. Payment will be due 30 days from notification by the City of El Paso after resolution of the fine amount between the Airport and the FAA and/or TSA.

The Premises include access points to the Air Operations Area (AOA) of the Airport and that the Lessee and its agents, employees, servants or independent contractors must be separately authorized by the Lessor to enter the AOA of the Airport prior to their entry thereon. The authorization to enter the AOA of the Airport is not granted by the Lease, but shall be granted to Lessee upon its completion of all security clearance and identification badging requirements.

The Lessee, employees and any other individuals issued an Airport identification badge under the auspices of the Lessee will ensure that all persons working in the AOA of the Airport will display the proper identification badge for that area or are under the escort of a proper Airport issued identification badge holder. Lessee employees, sublessees and any other person using the AOA is responsible for the payment of all fees required for the issuance of proper identification.

Failure to follow or enforce security rules and regulations will be considered a breach of the Lease attached to this document and Lessee will be considered to be in non-compliance with the terms of this Lease until security violations have been corrected. Repeated violations of the security rules and regulations may be considered an event of default that may result in termination of said Lease.

- L. **MOTOR VEHICLES ON AIRPORT:** The Lessee shall control the on-Airport transportation of pilots and passengers of all aircraft of Lessee or its patrons using the Lessee's facilities and services. Unauthorized motor vehicles are not permitted on the Air Operations Area (AOA). The Lessee-owned or operated motor vehicles driven on the AOA shall do so only in strict accordance with Airport Rules and Regulations, applicable federal, state and municipal laws, ordinances, codes or other similar regulatory measures now in existence or as may be hereafter modified or amended. The Airport requires training and licensing requirements for AOA driving privileges. Only personnel assigned a Security Badge by Airport Operations may be eligible for driving privileges.

[End of Declaration]



Legislation Text

File #: 22-1459, Version: 1

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

DISTRICT, DEPARTMENT, CONTACT INFORMATION:

Please choose District and Department from drop down menu. Please post exactly as example below.

No Title's, No emails. Please use ARIAL 10 Font.

All Districts

Economic and International Development, Mirella Craigo, (915) 212-1617

AGENDA LANGUAGE:

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

A Resolution that the Mayor of the City of El Paso is authorized to sign a Letter of Support on behalf of the City Council to engage with organizations committed to the support of small business and in conformity with this Resolution, provided the initiative or project does not conflict with City programmatic priorities; to include but not be limited to the entities listed below:

- International Economic Development Council (IEDC)
- National League of Cities (NLC)
- The Aspen Institute Latinos & Society

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

AGENDA DATE: 11/8/2022

PUBLIC HEARING DATE: N/A

CONTACT PERSON(S) NAME AND PHONE NUMBER: Mirella Craigo, 915-212-1617
Elizabeth Triggs, 915-212-0094

DISTRICT(S) AFFECTED: All

STRATEGIC GOAL: Goal 1: Create an Environment Conducive to Strong, Sustainable Economic Development

SUBGOAL: Goal 1.1 Stabilize and Expand El Paso's Tax Base

SUBJECT:

A resolution that the Mayor of the City of El Paso is authorized to sign a Letter of Support on behalf of the City Council to engage with organizations committed to the support of small business and in conformity with this Resolution, provided the initiative or project does not conflict with City programmatic priorities; to include but not be limited to the entities listed below:

- International Economic Development Council (IEDC)
- National League of Cities (NLC)
- The Aspen Institute Latinos & Society

BACKGROUND / DISCUSSION:

Discussion of the what, why, where, when, and how to enable Council to have reasonably complete description of the contemplated action. This should include attachment of bid tabulation, or ordinance or resolution if appropriate. What are the benefits to the City of this action? What are the citizen concerns?

The Economic and International Development Department has initiated participation on national initiatives with intentionality to increase equitable outcomes for minority owned businesses. The City of El Paso routinely submits grant applications and similar documents in search of funding and to engage with organizations committed to supporting small business initiatives. These organizations focus on underrepresented entrepreneurs and offer coaching to the City of El Paso staff by small business program experts. This allows the City to learn best practices on how to identify obstacles facing small business owners and implement new policies or programs that facilitates small business growth.

By providing support to minority-owned small business, the City will be accelerating the businesses' positive impact on job creation. This support also increases the flow of wealth to minorities in El Paso and serves as a bridge for low-income families to move up to middle-class status. This initiative would advance the growth for underrepresented entrepreneurs and builds on existing City efforts to assist small businesses in increasing their revenue and their ability to recover from financial loss.

PRIOR COUNCIL ACTION:

Has the Council previously considered this item or a closely related one?

n/a

AMOUNT AND SOURCE OF FUNDING:

n/a

HAVE ALL AFFECTED DEPARTMENTS BEEN NOTIFIED? X YES NO

PRIMARY DEPARTMENT: Economic and International Development
SECONDARY DEPARTMENT: N/A

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

DEPARTMENT HEAD: 

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

RESOLUTION

WHEREAS, the City of El Paso routinely submits grant applications and similar documents in search of funding and to engage with organizations committed to supporting small business initiatives; and

WHEREAS, these business initiatives are intended to provide opportunities to assist recovery from financial losses and while enhancing the city's entrepreneurial and small business ecosystem; and

WHEREAS, the City Council of the City of El Paso supports policies, programs, and practices that embed racial equity and aim to increase revenue and employment for Black, Indigenous, and People of Color (BIPOC); and minority and women led businesses as a means to close the wealth gap; and

WHEREAS, the El Paso the Metropolitan Statistical Area, as of February 22, 2021, experienced a total small business revenue decrease by 24% compared to January 2020 and 83% of El Paso businesses have fewer than 20 employees; and

WHEREAS, the City Council of the City of El Paso is committed to implementing equitable policies, programs, and practices to support entrepreneurship-led economic growth in our community;

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

THAT, in order to facilitate the timely and efficient submission of letters of support and other documents and/or efforts; the Economic and International Development Department of the City of El Paso will notify and coordinate with the Mayor and City Manager upon requesting Letters of Support from the City Council of the City of El Paso for small business initiatives and projects which conform with the intent of this Resolution; and

THAT, the Mayor of the City of El Paso is authorized to sign a Letter of Support on behalf of the City Council to engage with organizations committed to the support of small business and in conformity with this Resolution, provided the initiative or project does not conflict with City programmatic priorities; to include but not be limited to the entities listed below:

- International Economic Development Council (IEDC)
- National League of Cities (NLC)
- The Aspen Institute Latinos & Society

(Signatures Begin on the Following Page)

PASSED and APPROVED this _____ day of _____, 2022.

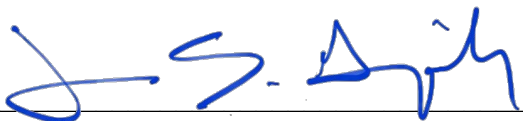
CITY OF EL PASO:

Oscar Leaser
Mayor

ATTEST:

Laura D. Prine
City Clerk

APPROVED AS TO FORM:



Juan S. Gonzalez
Senior Assistant City Attorney

APPROVED AS TO CONTENT:



Elizabeth K. Triggs, Director
Economic & International Development

CITY OF EL PASO – LETTER OF COMMITMENT SUPPORT

DATE: November 8, 2022

TO: Clarence Anthony, NLC President & CEO

FROM: Oscar Leeser

SUBJECT: Commitment to participate in the City Inclusive Entrepreneurship program

Dear Mr. Anthony,

It is with great enthusiasm that I offer my full support for the inclusion of **CITY OF EL PASO** as a participant in the City Inclusive Entrepreneurship (CIE) program at the National League of Cities. Through our participation, we are committing ourselves to identifying obstacles facing Hispanic entrepreneurs and small business owners and implementing a new program, policy, or practice that facilitates their growth.

I, or a designee, commit to formally announcing the city's commitment at NLC's City Summit Conference on November 17-18th.

Our city commits to active participation in the 2022-23 CIE program, including the following activities:

- Working towards the desired outputs and outcomes of this commitment.
 - **Output:** By April 2023, in consultation with Prospera, NLC, and local nonprofits, the city will identify 2-3 institutional or programmatic barriers standing in the way of Hispanic entrepreneurs starting, growing, or sustaining a business in their community.
 - **Outcome:** By August 2023, the city will make at least one reform to process, policy, or program, based on the recommendation of Prospera and local nonprofits that specialize in working with Hispanic business owners, as measured by press and/or program materials.
- Engaging in quarterly calls with other cities participating in this cohort to share progress updates and lessons learned.
- Completing quarterly surveys and keeping NLC staff informed of progress.

Specifically, we have identified **MIRELLA CRAIGO** within the **CITY OF EL PASO** as the individual best suited to carry out the implementation of the City's commitment.

Through its participation in the CIE program, the **CITY OF EL PASO** is committed to implementing equitable policies, programs, and practices to support entrepreneurship-led economic growth in our community. We look forward to leveraging the information, resources, made available by the National League of Cities to do so.

Sincerely,

OSCAR LEESER
MAYOR
CITY OF EL PASO

Date

Implementation Lead
MIRELLA CRAIGO
ASSISTANT DIRECTOR OF ECONOMIC DEVELOPMENT
CITY OF EL PASO

Date



Legislation Text

File #: 22-1461, Version: 1

CITY OF EL PASO, TEXAS
LEGISTAR AGENDA ITEM SUMMARY FORM

DISTRICT, DEPARTMENT, CONTACT INFORMATION:

Please choose District and Department from drop down menu. Please post exactly as example below.

No Title's, No emails. Please use ARIAL 10 Font.

District 2

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

Planning and Inspections, Saul Pina, (915) 212-1612

AGENDA LANGUAGE:

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

A Resolution approving a detailed site development plan for the property described as all of Lots 9 through 16, Block 47, and a portion of San Jose Street, Third Amended Map of Highland Park Addition, 1360 N. Cotton Street, City of El Paso, El Paso County, Texas. The penalty is as provided for in Chapter 20.24 of the El Paso City Code.

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

Subject Property: 1360 Cotton St.

Applicant: Scenic View Townhomes LLC, PZDS22-00021

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

PUBLIC HEARING DATE: November 8, 2022

CONTACT PERSON(S) NAME AND PHONE NUMBER: Philip F. Etiwe, (915) 212-1553
Saul Pina, (915) 212-1612

DISTRICT(S) AFFECTED: District 2

STRATEGIC GOAL: #3 Promote the Visual Image of El Paso

SUBGOAL: 3.2 Set one standard for infrastructure across the city

SUBJECT:

A Resolution approving a detailed site development plan for the property described as all of Lots 9 through 16, Block 47, and a portion of San Jose Street, Third Amended Map of Highland Park Addition, 1360 N. Cotton Street, City of El Paso, El Paso County, Texas. The penalty is as provided for in Chapter 20.24 of the El Paso City Code.

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

Subject Property: 1360 Cotton St.

Applicant: Scenic View Townhomes LLC, PZDS22-00021

BACKGROUND / DISCUSSION:

The applicant is requesting a Detailed Site Development Plan approval per Ordinance 5058, dated February 7, 1974 to allow for an apartment use. The City Plan Commission recommended 5-0 to approve the proposed Detailed Site Development Plan on October 6, 2022. As of November 1, 2022, the Planning Division has not received any communication in support or opposition to the detailed site development plan request. See attached staff report for additional information.

PRIOR COUNCIL ACTION:

N/A

AMOUNT AND SOURCE OF FUNDING:

N/A

HAVE ALL AFFECTED DEPARTMENTS BEEN NOTIFIED? X YES ___ NO

PRIMARY DEPARTMENT: Planning & Inspections, Planning Division

SECONDARY DEPARTMENT: N/A

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

DEPARTMENT HEAD:

Philip Etiwe

Philip F. Etiwe – Planning and Inspections Director

RESOLUTION

A RESOLUTION APPROVING A DETAILED SITE DEVELOPMENT PLAN FOR ALL OF LOTS 9 THROUGH 16, BLOCK 47, AND A PORTION OF SAN JOSE STREET, THIRD AMENDED MAP OF HIGHLAND PARK ADDITION, 1360 N. COTTON STREET, CITY OF EL PASO, EL PASO COUNTY, TEXAS, PURSUANT TO SECTION 20.04.150. THE PENALTY IS AS PROVIDED FOR IN CHAPTER 20.24 OF THE EL PASO CITY CODE.

WHEREAS, SCENIC VIEW TOWNHOMES LLC, (the "Owner") has applied for approval of a detailed site development plan which requires City Plan Commission and City Council approval as per section 20.04.150. The detailed site development plan is subject to the development standards in the A-2/SC (APARTMENT/SPECIAL CONTRACT) District regulations and subject to the approved Detailed Site Development Plan signed by the Applicant, the City Manager and the Executive Secretary to the City Plan Commission. A copy of this plan is attached hereto as **Exhibit "B"** and is incorporated herein by reference for all purposes; and,

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

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

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

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

1. Pursuant to requirements, the City Council hereby approves the detailed site development plan submitted by the Applicant, to **permit an apartment** as required under the **A-2/sc (Apartment/special contract)** District as per Section **20.04.150**, on the following described property which is located in a **A-2/sc (Apartment/special contract)** District:

All of Lots 9 through 16, Block 47, and a portion of San Jose Street, Third Amended Map of Highland Park Addition, 1360 N. Cotton Street, City of El Paso, El Paso County, Texas, and more particularly described in the attached metes and bounds as Exhibit "A".

2. A copy of the approved detailed site development plan, signed by the Applicant, the City Manager and the Secretary of the City Plan Commission, is attached hereto, as **Exhibit "B"** and incorporated herein by reference.
3. All construction and development on the property shall be done in accordance with the approved detailed site development plan and the development standards applicable in the A-2/SC (APARTMENT/SPECIAL CONTRACT) District regulations.

4. The Applicant shall sign an agreement to develop the property and to perform all construction thereon in accordance with the approved detailed site development plan and the standards applicable in the A-2/SC (APARTMENT/SPECIAL CONTRACT) District. Such agreement shall be signed and filed with the Zoning Administrator and the Executive Secretary of the City Plan Commission before building permits are issued.
5. This approval shall be void if construction on the property is not started in accordance with the approved detailed site development plan within four (4) years from the date hereof.

APPROVED this _____ day of _____, 2022.


THE CITY OF EL PASO

Oscar Leeson
Mayor

ATTEST:


Laura D. Prine
City Clerk

APPROVED AS TO FORM:



Joyce Garcia
Assistant City Attorney

APPROVED AS TO CONTENT:



Philip F. Etiwe, Director
Planning & Inspections Department

(Agreement on following page)

DEVELOPMENT AGREEMENT

By execution hereof, SCENIC VIEW TOWNHOMES LLC, ("Owner"), identified in the Resolution to which this Development Agreement is attached, hereby covenant and agree, to develop the above-described property in accordance with the approved Detailed Site Development Plan, and in accordance with the standards applicable to the A-2/SC (APARTMENT/SPECIAL CONTRACT) District located within the City of El Paso.

EXECUTED this 27 day of October, 2022.

SCENIC VIEW TOWNHOMES LLC

By: Fred Marcus, Manager

ACKNOWLEDGMENT

THE STATE OF TEXAS)
)
COUNTY OF EL PASO)

This instrument is acknowledged before me on this 27th day of October, 2022, by Fred Marcus, in his legal capacity on behalf of Scenic View Townhomes, LLC.

[Signature]

Notary Public, State of Texas

My Commission Expires:

August 15th, 2026

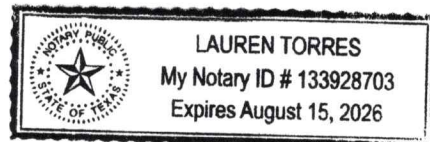


EXHIBIT "A"

All of Lots 9 through 16, Block 47, and a
Portion of San Jose Street, Third Amended
Map of Highland Park Addition
City of El Paso, El Paso County, Texas
August 26, 2022

EXHIBIT "A"

METES AND BOUNDS DESCRIPTION 1360 Cotton Avenue Exhibit "A"

FIELD NOTE DESCRIPTION of All of Lots 9 through 16, Block 47, and a Portion of San Jose Street, Third Amended Map of Highland Park Addition, City of El Paso, El Paso County, Texas and being more particularly described by metes and bounds as follows:

COMMENCING FOR REFERENCE at a found ½ inch rebar at the northerly right-of-way line of San Jose Street (70' R.O.W) and the common boundary corner of Lots 8 and 9, same being the **POINT OF BEGINNING** of the herein described parcel;

THENCE, along said northerly right-of-way line of San Jose Street, North 90°00'00" West, a distance of 50.00 feet to a found point for corner along said northerly right-of-way line and Lots 10 and 11;

THENCE, leaving said northerly right-of-way line, South 00°00'00" West, a distance of 70.00 feet to a point for corner at the southerly right-of-way line of San Jose Street and the common boundary corner of Lots 26 and 27, Block 42;

THENCE, along said southerly right-of-way line, North 90°00'00" West, a distance of 50.00 feet to a point for corner along said right-of-way line and the common boundary corner of Lots 28 and 29;

THENCE, leaving said southerly right-of-way line, North 00°00'00" East, a distance of 35.00 feet to a point for corner along said centerline right-of-way line of San Jose Street;

THENCE, along said centerline right-of-way line, North 90°00'00" West, a distance of 100.00 feet to a point for corner along said centerline right-of-way line of San Jose Street;

THENCE, leaving said centerline right-of-way line and along the easterly right-of-way line of Cotton Avenue (70' R.O.W.), North 00°00'00" East, a distance of 155.00 feet to a found 5/8 inch rebar for corner along said easterly right-of-way line and the common boundary corner of Lot 16 and a 15 foot Alley;

THENCE, leaving said easterly right-of-way line and along the southerly right-of-way line of a 15 foot Alley and Lots 9 through 16, South 90°00'00" East, a distance of 200.00 feet to a found 5/8 inch rebar for corner along said southerly right-of-way line and the common boundary corner of Lots 8 and 9;

THENCE, leaving said southerly right-of-way line of a 15 foot alley and along the common boundary line of Lots 8 and 9, South 00°00'00" West, a distance of 120.00 feet to the **POINT OF BEGINNING** of the herein described parcel and containing 31,000.00 square feet or 0.7117 acres of land more or less.

CAD Consulting Co.
1790 Lee Trevino Drive. Suite 309
El Paso, Texas 79936
(915) 633-6422
I:\M&B\2022\22-1984_1360 Cotton.wpd



EXHIBIT "B"

ISSUED FOR DETAIL SITEPLAN APPROVAL

1360 North Cotton Street

City Plan Commission — October 6, 2022

SITE PLAN



CASE NUMBER: PZDS22-00021
CASE MANAGER: Saul Pina, (915) 212-1612, PinaSJ@elpasotexas.gov
PROPERTY OWNER: Scenic View Townhomes LLC
REPRESENTATIVE: Jorge Garcia (Sitework Engineering LLC)
LOCATION: 1360 North Cotton St. (District 2)
PROPERTY AREA: 0.56 acres
REQUEST: Detailed Site Development Plan Approval per Ordinance No. 5058
RELATED APPLICATIONS: None
PUBLIC INPUT: None

SUMMARY OF REQUEST: The applicant is requesting approval of a detailed site development plan as required per the special contract imposed by Ordinance No. 5058, requiring approval from both City Plan Commission and City Council prior to issuance of building permits. The applicant proposes to develop two apartment buildings on the subject property.

SUMMARY OF STAFF'S RECOMMENDATION: Staff recommends **APPROVAL** of the detailed site development plan request. The proposed development is permissible by right in an A-2/sc (Apartment/special contract) zone and is compatible with surrounding residential uses. Moreover, the proposed development meets the requirements of El Paso City Code Section 20.04.150 – Detailed Site Development Plan and complies with the G-2, Traditional Neighborhood land use designation of *Plan El Paso*, the City's adopted Comprehensive Plan.

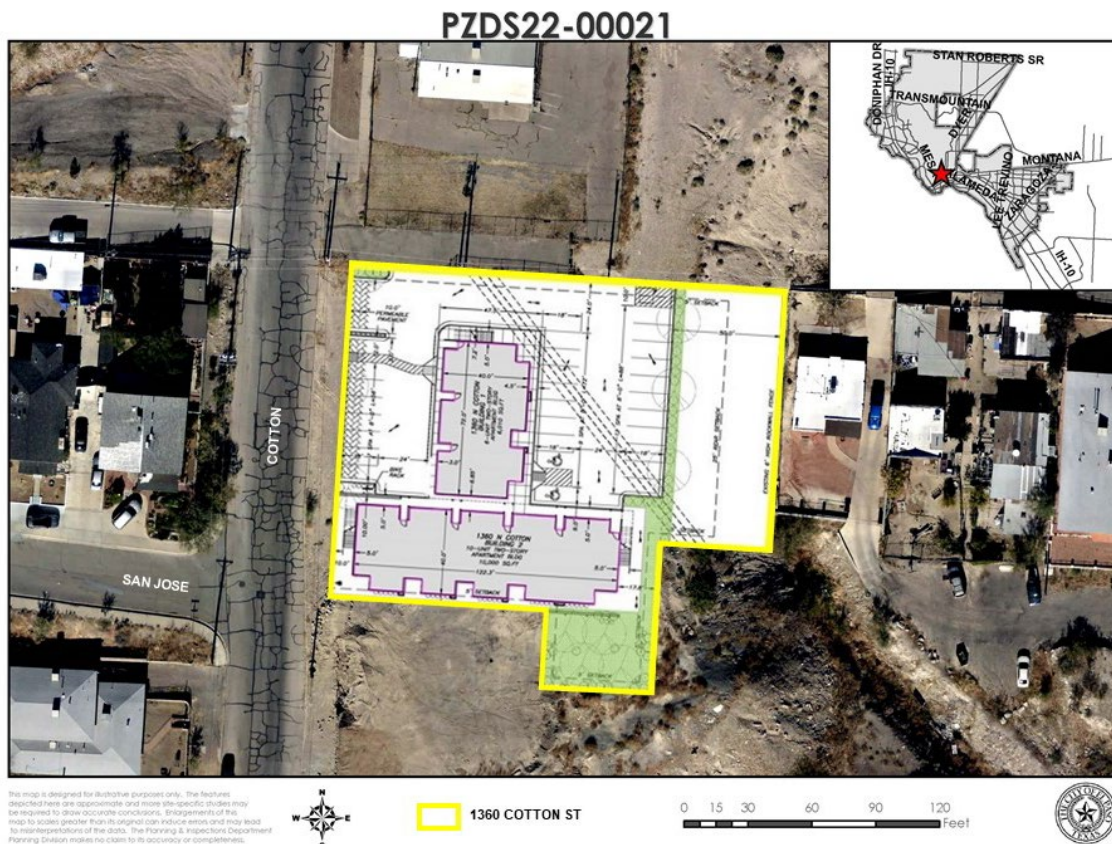


Figure A. Site Plan Superimposed on Aerial Imagery

DESCRIPTION OF REQUEST: The applicant is requesting a review and approval of a Detailed Site Development Plan for two proposed apartment buildings on the subject property. Review and approval from both City Plan Commission and City Council are required due to the special contract condition imposed by Ordinance No. 5058, dated February 7, 1974. The lot size is currently 24,000 square feet, with topographical constraints limiting development to approximately 13,000 square feet. Out of the mandatory wall placement required per code, the applicant obtained approval for a screening wall requirement waiver due to the various elevation grades on the property.

The two proposed apartments buildings will each have an area of 6,000 and 10,000 square feet and a height of 24 feet below the maximum height required of 35 feet. The detailed site plan shows 28 parking spaces provided. Out of the 32 parking spaces required per code, the applicant obtained approval for a 12.5% parking reduction through the Zoning Board of Adjustment (ZBA). Two (2) ADA spaces will be provided within the 28-parking space count. Three (3) bicycle spaces will also be provided on site to comply with parking requirements.

Access to the property will be provided from Cotton Street. The proposed site plan is compliant with the 40% open space, landscape, parking, and drainage requirements per code.

PREVIOUS CASE HISTORY: The following is a previous case applicable to the subject property:

Ordinance No. 5058, dated February 7, 1974 (attachment 3), changed the zoning from R-5 (Residential) to A-2 (Apartment) with the following special contract conditions:

- 1) The property shall be used only as a site for a hospital, nursing home or clinic, other than for tubercular, liquor, narcotic, insane, or feeble-minded patients.

Note: Condition No. 1 was deleted through a Contract Amendment, dated February 15, 1983. (Attachment 4)

- 2) No building permits shall be issued for construction on the property until all of the following conditions have been met:

- A. Site development and architectural plans of the proposed development must be reviewed and approved by the City Plan Commission of the City of El Paso. Such plans shall conform substantially with the architectural rendering dated December 17, 1972, entitled "Magnolia Manor Nursing Home. Such rendering is on file in the records of the City, Plan Commission under Zoning Case No. 122. 3677 and is made part hereof by reference. Any deviation from the rendering must have prior written approval of the City Plan Commission.

Note: Condition No. 2(A) was modified through a Contract Amendment, dated February 15, 1983, to read: "Site development and architectural plans of the proposed development must be reviewed and approved by the City Plan Commission and City Council prior to the issuance of any building permits." (Attachment 4)

- B. First Party shall use its best efforts to obtain for the City of El Paso a proposal from a contractor for the improvement of Cotton Street between San Diego Avenue and San Jose Avenue, and of San Diego Avenue between Cotton Street and Ohio Street. Such improvements shall include grading, paving, curbing and gutters and may be accomplished by the contractor either by private agreement with the abutting property owners or as a lien paving project. Written evidence that such efforts have been made shall be furnished by First Party to the City Engineer of the City of El Paso.

Note: Condition No. 2(B) has been fulfilled or is not applicable. There are existing improvements on the referenced streets.

- C. First Party will, at its expense, have soil tests made by an independent testing laboratory approved by the City Engineer of the City of El Paso, and will furnish to the City Engineer test results, showing that the load bearing capacity of the property is sufficient to support permanent structures.

Note: Condition No. 2(C) was modified through a Contract Amendment, dated January 22, 1985, to read: "First party will, at its expense, have soil tests made by an independent testing laboratory approved by the City Engineer of the City of El Paso and will furnish to the City Engineer test results showing that the load bearing capacity of the property is sufficient to support permanent structures. In addition, First Party shall not construct any permanent structures on the surface of the ground over the easement described in Exhibit "C", a copy of which is attached hereto and made a part hereof by reference, without the prior approval of the City Engineer of the City of El Paso." (Attachment 5)

Note: Condition No. 2 (C) to be reviewed during building permitting.

- D. First Party will, at its expense, relocate the 36-inch diameter storm water pipe which runs diagonally across the property in a northwesterly-southeasterly direction. Plans for such relocation must be approved by the City Engineer of the City of El Paso and such relocation must be satisfactorily completed before building permits are issued for construction on the property. If the pipe is not relocated on public right of way, First Party will dedicate an adequate easement for such purpose to the City without cost.

Note: Condition No. 2(D) was deleted through a Contract Amendment, dated January 22, 1985. (Attachment 5)

- E. First Party must apply to the City of El Paso for vacation of the part of the alley in Block 47, Highland Park Addition, abutted by the property and obtain from the City Council a final decision on such application. The application for such alley vacation has not yet been filed and the City does not represent that it will be granted.

Note: Condition No. 2(E) was deleted through a Contract Amendment, dated January 22, 1985. (Attachment 5)

COMPATIBILITY WITH NEIGHBORHOOD CHARACTER: The proposed development is consistent with surrounding residential districts. To the north is an amateur and CB radio station zoned A-2/sc (Apartment/special contract); to the south are single-family dwellings zoned R-5 (Residential); to the east are single-family dwellings zoned R-5 (Residential); and to the west are single-family dwellings zoned R-5 (Residential). The nearest school, Moreno Elementary School, is 0.17 miles and the nearest park, Roger Brown Ballfield Park, is 0.63 miles in proximity to the subject property.

COMPLIANCE WITH THE ZONING ORDINANCE – When evaluating whether a proposed Detailed Site Development Plan is in accordance with the Zoning Ordinance, consider following factors:	
Criteria	Does the Request Comply?
El Paso City Code Section 20.04.140 – When Required. Except as stated herein, a detailed site development plan is required prior to development in a special purpose district or with a special permit application and may be required if a zoning condition exists on a particular piece of property. Detailed site development plans are not required for any projects for development in the Mixed-Use District (RMU, GMU and IMU) or for any other projects other than those located in special purpose districts or as otherwise required herein.	Yes. Per Ordinance No. 5058, dated February 7, 1974, a detailed site development plan is required to be approved by City Plan Commission and City Council prior to issuance of a building permit.

COMPLIANCE WITH THE ZONING ORDINANCE – When evaluating whether a proposed Detailed Site Development Plan is in accordance with the Zoning Ordinance, consider following factors:	
<p>Compatibility with Zoning Regulations: The zoning district permits the proposed use, and all applicable regulations are met</p> <p>A-2 (Apartment) District: The purpose of these districts is to promote and preserve residential development within the city associated with a landscape more urban in appearance and permitting a mixture of housing types. It is intended that the district regulations allow for medium densities of dwelling units supported by higher intensity land uses located at the periphery of single-family neighborhoods providing that the overall character and architectural integrity of the neighborhood is preserved. The regulations of the districts will permit building types designed for transition from areas of low-density residential neighborhoods to other residential areas, and certain nonresidential uses and support facilities.</p>	<p>Yes. The subject property will have a proposed use of apartments (5 or more units), which is permitted by right in the A-2/sc (Commercial/special contract) zone district and complies with the supplemental use regulations listed in section 20.10.420 of the El Paso City Code. This proposal will be compatible with surrounding residential uses and will be accessible to schools and commercial establishments located near the area.</p>
THE PROPOSED ZONING DISTRICT'S EFFECT ON THE PROPERTY AND SURROUNDING PROPERTY, AFTER EVALUATING THE FOLLOWING FACTORS:	
<p>Historic District or Special Designations & Study Area Plans: Any historic district or other special designations that may be applicable. Any adopted small areas plans, including land-use maps in those plans.</p>	<p>None. The subject property is not located within any Historic Overlay District nor any other special designation areas.</p>
<p>Potential Adverse Effects: Potential adverse effects that might be caused by approval or denial of the special permit.</p>	<p>None. There are no anticipated adverse impacts from the approval of the Detailed Site Development Plan request.</p>
<p>Natural Environment: Anticipated effects on the natural environment.</p>	<p>None. There are no anticipated adverse impacts from the approval of the Detailed Site Development Plan request.</p>

ADEQUACY OF PUBLIC FACILITIES, SERVICES AND INFRASTRUCTURE: Access is proposed from Cotton Street, a local road classified on the City of El Paso's Major Thoroughfare Plan (MTP) and is appropriate for mixed residential uses.

In order to maintain the adequacy of the proposed development, right-of-way improvements along Cotton Street will have to be provided. The nearest side walk and bus stop is located 2 blocks away from the subject property, limiting pedestrian access to the site.

PUBLIC COMMENT: Notices do not apply per El Paso City Code Section 20.04.150.

CITY PLAN COMMISSION OPTIONS: The purpose of the Zoning Ordinance is to promote the health, safety, morals and general welfare of the City. The City Plan Commission (CPC) has the authority to advise City Council on Zoning matters. In evaluating the request, the CPC may take any of the following actions:

1. **Approve/Recommend Approval** of the Detailed Site Development Plan, finding that the request is in conformance with the review criteria of *Plan El Paso* as reflected in the Staff Report, or that the request is in conformance with other criteria that the CPC identifies from the Comprehensive Plan. (Staff Recommendation)
2. **Approve/Recommend Approval of the Detailed Site Development Plan With Modifications** to bring the request into conformance with the review criteria of *Plan El Paso* as reflected in the Staff Report, or other criteria that the CPC identifies from the Comprehensive Plan.

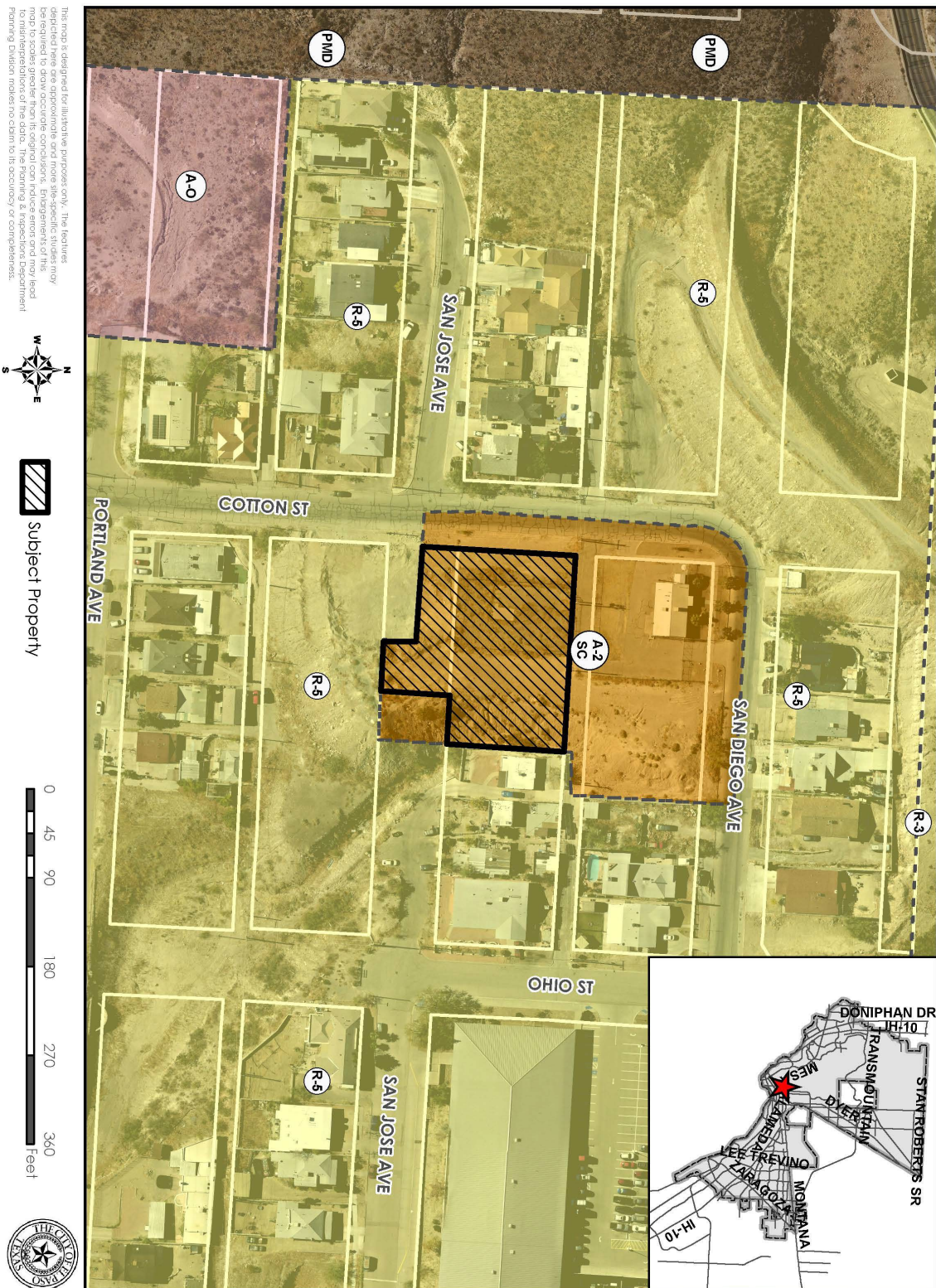
3. **Deny/Recommend Denial** of the rezoning request, finding that the request does not conform to the review criteria of *Plan El Paso* as reflected in the Staff Report, or other criteria that the CPC identifies from the Comprehensive Plan.

ATTACHMENTS:

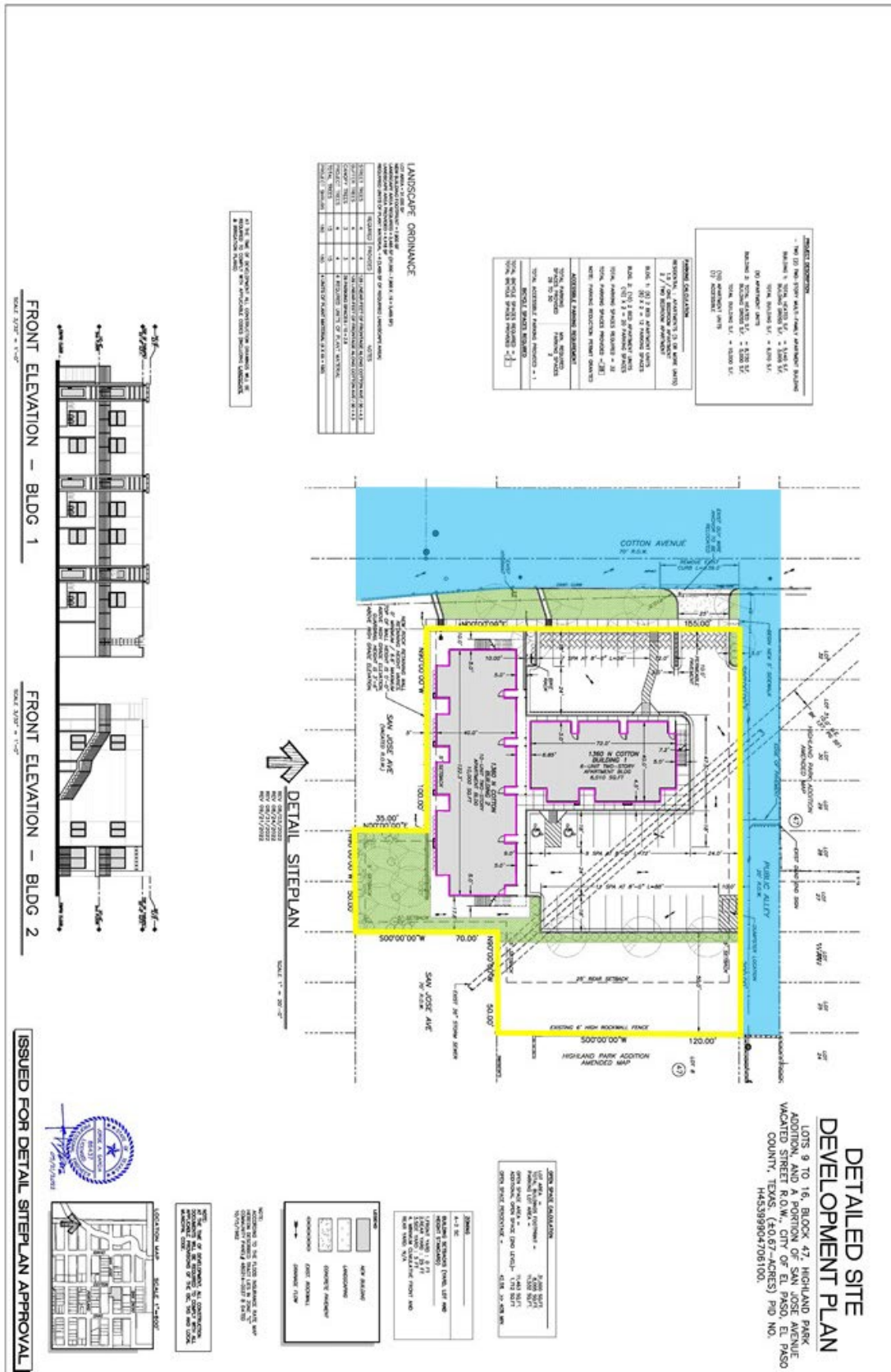
1. Zoning Map
2. Detailed Site Plan
3. Ordinance No. 5058
4. Contract Amendment, February 15, 1983
5. Contract Amendment, January 22, 1985
6. Department Comments

ATTACHMENT 1

PZDS22-00021



ATTACHMENT 2



ATTACHMENT 3

Contrast

RECEIVED

Date 2-19-73

City Clerk

Date 2/2/74

City Clerk


NO. 5058

AN ORDINANCE CHANGING THE ZONING OF LOTS 9 THROUGH 16, WEST TWENTY FEET OF LOT 23, AND ALL OF LOTS 24 THROUGH 32, BLOCK 47, HIGHLAND PARK ADDITION, THE PENALTY BEING AS PROVIDED IN SECTION 25-10 OF THE EL PASO CITY CODE

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

That the zoning of Lots 9 through 16, the west twenty feet of Lot 23 and all of Lots 24 through 32, Block 47, Highland Park Addition, be changed to A-2 within the meaning of the Zoning Ordinance, and the zoning map of the City be revised accordingly.

PASSED AND APPROVED this 17 day of February, 1974.


Mayor
Pro Tem

ATTEST:


City Clerk

NO. 5058

105

CONTRACT

This contract, made this 11 day of February, 1973, by and between MAGNOLIA MANOR, INC., a corporation, First Party, E. W. McCRACKEN, H. W. McKINNEY, and THE STATE NATIONAL BANK OF EL PASO, a corporation, Second Parties, and the CITY OF EL PASO, Third Party, witnesseth:

Application has been made to the City of El Paso for rezoning of Lots 9 through 16, the west 20 feet of Lot 23, and all of Lots 24 through 32, Block 47, Highland Park Addition in the City of El Paso, El Paso County, Texas. In order to remove certain objections to such rezoning, First Parties covenant that if the property is rezoned to A-2 (apartment) within the meaning of the Zoning Ordinance of the City of El Paso, it shall be subject to the following restrictions, conditions and covenants:

1. The property shall be used only as a site for a hospital, nursing home or clinic, other than for tubercular, liquor, narcotic, insane or feeble minded patients.

2. No building permits shall be issued for construction on the property until all of the following conditions have been met:

(a) Site development and architectural plans of the proposed development must be reviewed and approved by the City Plan Commission of the City of El Paso. Such plans shall conform substantially with the architectural rendering dated December 17, 1972, entitled "Magnolia Manor Nursing Home." Such rendering is on file in the records of the City Plan Commission under Zoning Case No. 122.3677 and is made a part hereof by reference. Any deviation from the rendering must have prior written approval of the City Plan Commission.

(b) First Party shall use its best efforts to obtain for the City of El Paso a proposal from a contractor for the improvement of Cotton Street between San Diego Avenue and San Jose Avenue, and of San Diego Avenue between Cotton Street and Ohio Street. Such improvements shall include grading, paving, curbing and gutters and may be accomplished by the contractor either by private agreement with the abutting property owners or as a lien paving project. Written evidence that such efforts have been made shall be furnished by First Party to the City Engineer of the City of El Paso.

1373-1372

Exhibit A

- (c) First Party will, at its expense, have soil tests made by an independent testing laboratory approved by the City Engineer of the City of El Paso and will furnish to the City Engineer test results showing that the load bearing capacity of the property is sufficient to support permanent structures.
- (d) First Party will, at its expense, relocate the 36-inch diameter storm water pipe which runs diagonally across the property in a northwesterly-southeasterly direction. Plans for such relocation must be approved by the City Engineer of the City of El Paso and such relocation must be satisfactorily completed before building permits are issued for construction on the property. If the pipe is not relocated on public right of way First Party will dedicate an adequate easement for such purpose to the City without cost.
- (e) First Party must apply to the City of El Paso for vacation of the part of the alley in Block 47, Highland Park Addition, abutted by the property and obtain from the City Council a final decision on such application. The application for such alley vacation has not yet been filed and the City does not represent that it will be granted.

This agreement is a restriction, condition and covenant running with the land and a charge and servitude thereon, and shall bind First Party and its successors in title. Any future conveyance of the land shall contain this restriction, condition and covenant and shall embody this agreement by express reference.

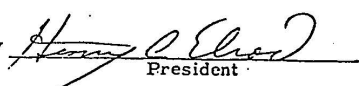
The City may enforce this agreement by injunction or any other legal or equitable remedy. The City Council of the City of El Paso may release the above restrictions, conditions and covenants in its discretion without the consent of any third person who may be benefited thereby.

Second Parties are the owners and holders of liens on various portions of the property and consent to the above restrictions, conditions and covenants, but do not join herein for any other purpose.

Witness the following signatures and seals:

MAGNOLIA MANOR, INC., a corporation

by


President

ATTEST:


Secretary

1373-1373

ATTACHMENT 4

02233

THE STATE OF TEXAS }
COUNTY OF EL PASO }

CONTRACT AMENDMENT

This contract amendment, made this 15th day of FEBRUARY, 1983, by and between MAG-MAN JOINT VENTURE AND THE CITY OF EL PASO, witnesseth:

Mag-Man Joint Venture is the owner of Lots 9 through 16, the west 20 feet of Lot 23, and all of Lots 24 through 32, Block 47, Highland Park Addition in the City of El Paso, El Paso County, Texas. The City of El Paso and Mag-Man Joint Venture's predecessors in title, entered into a contract February 7, 1974, placing certain conditions and restrictions on the use of that property, a copy of which said contract is attached hereto, identified as Exhibit "A," and made a part hereof.

It has now been determined between parties that it would be in the best interest of the public to make certain changes in those conditions and restrictions and those changes are hereby made as follows:

1. Restriction No. 1 is deleted.
2. Restriction No. 2(a) is revised to read, "Site development and architectural plans of the proposed development must be reviewed and approved by the City Plan Commission and City Council prior to the issuance of any building permits."

The remainder of the contract shall continue to have full force and effect.

MAG-MAN JOINT VENTURE

By [Signature]
Robert E. Kennedy
Managing Venturer

CITY OF EL PASO

By [Signature]
Mayor

ATTEST
[Signature]
City Clerk

APPROVED AS TO FORM:

[Signature]
Assistant City Attorney

APPROVED AS TO CONTENT:

[Signature]
Planning, Research & Development

1373-1370

THE STATE OF TEXAS)
COUNTY OF EL PASO)

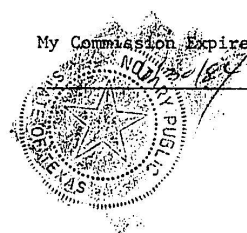
This contract amendment was acknowledged before me on
this 15th day of July, 1983, by Robert E. Kennedy,
Managing Venturer of MAG-MAN JOINT VENTURE.



Billie Jean Beardslee
Notary Public, State of Texas

THE STATE OF TEXAS)
COUNTY OF EL PASO)

This contract amendment was acknowledged before me on
this 15th day of February, 1983, by Jonathan Rogers
as Mayor of the City of El Paso.



Billie Jean Beardslee
Notary Public, State of Texas

1373-1371

ATTACHMENT 5

91154

THE STATE OF TEXAS)
COUNTY OF EL PASO) CONTRACT AMENDMENT

This contract amendment is made this 22nd day of JANUARY, 1985, by and between MAG-MAN JOINT VENTURE, consisting of Robert E. Kennedy and Wesley K. Martin, First Parties, and the CITY OF EL PASO, Second Party, witnesseth:

WHEREAS, by contract dated February 7, 1974, recorded in Book 503, page 821 of the Deed Records of El Paso County, Texas, a copy of which is attached hereto, marked Exhibit "A" and made a part hereof by reference, Magnolia Manor, Inc., E.W. McCracken, H.W. McKinney, the State National Bank of El Paso, and the City of El Paso place certain restrictions, conditions and covenants on Lots 9-16, the west 20 feet of Lot 23, and all of Lots 24-32, Block 47, Highland Park Addition of the City of El Paso, El Paso County, Texas. Said contract is a restriction, condition and covenant running with the land and a charge and servitude thereon, and binding upon the successors in title, and

WHEREAS, by contract amendment dated February 15, 1983, recorded in Book 1373, page 1370 of the Deed Records of El Paso County, Texas, a copy of which is attached hereto marked Exhibit "B" and made a part hereof by reference, Mag-Man Joint Venture and the City of El Paso amended the contract referred to herein as Exhibit "A", and

WHEREAS, First Parties are the successors in title to Magnolia Manor, Inc., and the parties hereto now desire to further amend such contract as hereinafter provided,

NOW, THEREFORE, the Parties do mutually agree as follows:

1. In consideration of the premises, the First and Second Parties agree that Restriction No. 2(c) of the contract referred to herein as Exhibit "A" and the contract amendment referred to as Exhibit "B" is hereby amended to read as follows:

- (c) First Party will, at its expense, have soil tests made by an independent testing laboratory approved by the City Engineer of the City of El Paso and will furnish to the City Engineer test results showing that the load bearing capacity of the property is sufficient for support permanent structures. In addition, First Party shall not construct any permanent structures on the surface of the ground over the easement described in Exhibit "C", a copy of which is attached hereto

1528-1899

and made a part hereof by reference, without the prior approval of the City Engineer of the City of El Paso.

2. First and Second Parties agree that restrictions No. 2(d) and (e) of the contract referred to herein as Exhibit "A" and the contract amendment referred to as Exhibit "B" are hereby deleted.

3. To the extent not herein amended, the contract referred to herein as Exhibit "A" and the contract amendment referred to herein as Exhibit "B" shall continue in full force and effect.

WITNESS the following signatures and seals:

MAG-MAN JOINT VENTURE
First Parties

Robert E. Kennedy by Leonard Hell
Robert E. Kennedy

Wesley K. Martin by Leonard Hell
Wesley K. Martin

CITY OF EL PASO
Second Party

Cecilia R. Chabon
Mayor

ATTEST
[Signature]
City Clerk

APPROVED AS TO CONTENT:

Rudy Valdez
Planning Department

APPROVED AS TO FORM:

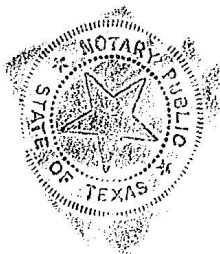
Cherion Cullen Grimes
Assistant City Attorney

THE STATE OF TEXAS)
COUNTY OF EL PASO)

This instrument was acknowledged before me on this 28 day of January, 1985, by Robert E. Kennedy.

[Signature]
Notary Public, State of Texas

My Commission Expires:
THORPE L. PETERSEN
NOTARY PUBLIC STATE OF TEXAS
COMMISSION EXPIRES 6-13-88

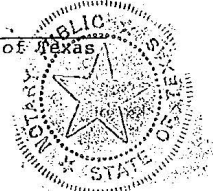


THE STATE OF TEXAS)
COUNTY OF EL PASO)

This instrument was acknowledged before me on this 28 day of
January, 1985, by Wesley K. Martin.

My Commission Expires:
THORPE L. PETERSEN
NOTARY PUBLIC STATE OF TEXAS
COMMISSION EXPIRES 6-13-88
THE STATE OF TEXAS)
COUNTY OF EL PASO)

Thorne L. Petersen
Notary Public, State of Texas

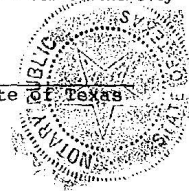


This instrument was acknowledged before me on this 29th day of
January, 1985, by ALICIA R. CHACON, Mayor-Pro-Tem of the City
of El Paso.

My Commission Expires:

10/21/87

Alicia R. Chacon
Notary Public, State of Texas



THE STATE OF TEXAS)
COUNTY OF EL PASO)

24649

KNOW ALL MEN BY THESE PRESENTS: That Percy G. Arellanes and Pauline M. Arellanes, his wife, in consideration of One Dollar paid to them by the City of El Paso, the receipt of which is hereby acknowledged and in further consideration of the benefits to be derived by them from the construction of drainage facilities on the land hereinafter described, have given and granted and by these presents do give and grant unto the City of El Paso the right to construct, reconstruct and perpetually maintain a drainage channel, pipes and facilities, or any thereof, with all necessary appurtenances in, upon and across the following described property, situated in El Paso County, Texas:

A portion of Lots 30 to 32, Block 47, Highland Park Addition

Beginning at a point which is on the east right of way line of Cotton Avenue and 35.07 feet north of the north alley line in Block 47, Highland Park Addition, said point being the point of beginning for the desired easement strip;

Thence north along the easterly right of way line of Cotton Avenue, a distance of 13.42 feet to a point for corner;

Thence South 48° 11' 30" East, a distance of 72.73 feet to a point for corner;

Thence west along the north alley line, a distance of 15.00 feet to the point for corner;

Thence North 48° 11' 30" West, a distance of 52.60 feet to the point for corner, also being the point of beginning.

Said tract contains in all 0.01438 acres, more or less.

To have and to hold the same perpetually unto the City of El Paso, together with the right at any time to enter upon said land or any part thereof for the purpose of constructing, reconstructing and maintaining said drainage channel, pipes and other facilities and for making connections therewith.

The Grantors and their heirs and assigns shall have the right to construct a building on the surface of the ground over the above-described easement, provided such building is constructed in accordance with sound engineering

principles and so as not to interfere with the construction, maintenance or repair of the drainage facilities.

Witness the following signatures this 26 day of December 1957.

Percy G. Arellanes

Pauline M. Arellanes

THE STATE OF TEXAS)
COUNTY OF EL PASO)

Before me, the undersigned authority, on this day personally appeared PERCY G. ARELLANES, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed.



Given under my hand and official seal this 26 day of December

Ray J. Wirth
Notary Public in and for El Paso County,
Texas.

THE STATE OF TEXAS)
COUNTY OF EL PASO)

Before me, the undersigned authority, on this day personally appeared PAULINE M. ARELLANES, wife of PERCY G. ARELLANES, known to me to be the person whose name is subscribed to the foregoing instrument, and having been examined by me privily and apart from her husband, and having the same fully explained to her, she, the said PAULINE M. ARELLANES acknowledged such instrument to be her act and deed and declared that she had willingly signed the same for the purposes and consideration therein expressed, and that she did not wish to retract it.



Ray J. Wirth
Notary Public in and for El Paso County,
Texas.

THE STATE OF TEXAS

§

§ KNOW ALL MEN BY THESE PRESENTS:

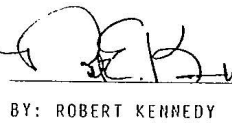
COUNTY OF EL PASO

§

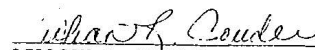
BEFORE ME appeared the undersigned, ROBERT KENNEDY, an officer of MAG-MAN JOINT VENTURE, after having been duly sworn did depose and state the following:

"I, ROBERT KENNEDY, as an officer of MAG-MAN JOINT VENTURE do hereby authorize LEONARD HALL AND ASSOCIATES to act as our agents/representatives before City Council to seek an amendment to that special contract entered into between the City of El Paso and our predecessor MAGNOLIA MANOR, INC., on property bordered by San Diego Street and Cotton Street in El Paso, Texas. Furthermore, affiant sayeth not."

MAG-MAN JOINT VENTURE


BY: ROBERT KENNEDY

SWORN TO AND SUBSCRIBED before me, this 13th day of
December, 1984.


LILLIAN R. COUDER
NOTARY PUBLIC, in and for
the State of Texas

My commission expires:

October 22, 1985

1528-1906

ATTACHMENT 6

Planning and Inspections Department - Planning Division

Staff recommends approval of the Detailed Site Development Plan request.

Planning and Inspections Department – Plan Review & Landscaping Division

Recommend approval with conditions:

1. Provide accessible route from right of way to building
2. Provide bicycle rack

Note: Comments addressed.

Planning and Inspections Department – Land Development

Recommend approval: No objections to detailed site plan.

1. Verify there are no encroachments by any proposed permanent structures over existing underground stormwater pipes.
2. Darken/bolden landscaping trees.
3. Provide ADA access from the sidewalk into the property.

Note: Comments addressed.

Fire Department

No adverse comments.

Police Department

The 911 District has no comments/concerns regarding this zoning.

Environment Services

No comments received.

Streets and Maintenance Department

A TIA is not required.

Sun Metro

No comments received.

El Paso Water

EPWater does not object to this request.

Water:

There is an existing 6-inch diameter water main that extends along the east side of Cotton St. This main is available for service

There is an existing 6-inch diameter water main that extends along the alley between San Diego Ave. and San Jose Ave. This main is available for service.

Previous water pressure readings conducted on fire hydrant number 633 located at the northeast corner of Cotton St. and San Jose Ave. have yielded a static pressure of 94 pounds per square inch (psi), residual pressure of 88 psi, discharge of 1,501 gallons per minute (gpm). Private water pressure regulating devices will be required at the discharge side of each water meter. The seller of the property / the Developer shall include in the sale of contract documents that the lot/home buyer shall acquire ownership of the above-described water pressure regulating

devices to be located at the discharge side of the water meters. Additionally, the lot/home buyer shall be responsible for the operation and maintenance of the above-described water pressure regulating devices.

Sanitary Sewer:

Along Cotton St. between San Diego Ave. and San Jose Ave. is an existing eight (8) inch diameter sanitary sewer main. This main is available for service.

Along San Jose Ave. there is an existing sanitary sewer main. This main dead ends approximately 145 feet west of Ohio Ave. This main is available for service.

General:

EPWater requires a new service application to provide service to the property. New service applications are available at 1154 Hawkins, 3rd floor and should be made 6 to 8 weeks in advance of construction to ensure water for construction work. A site plan, utility plan, grading and drainage plans, landscaping plan, the legal description of the property and a certificate-of-compliance are required at the time of application. Service will be provided in accordance with the current EPWater – PSB Rules and Regulations. The applicant is responsible for the costs of any necessary on-site and off-site extensions, relocations or adjustments of water and sanitary sewer lines and appurtenances.

Stormwater:

The owner needs to stake out the two northern corners of building #2 so that we can stake out the 36" storm sewer pipe. That way we both can see how close the pipe is to the proposed building and stake out the drainage easement needed.

Note: Comment addressed.

Texas Department of Transportation

No comments received.

El Paso County Water Improvement District No. 1

The attached item is not within the boundaries of EPCWID1.



Legislation Text

File #: 22-1425, Version: 1

CITY OF EL PASO, TEXAS
LEGISTAR AGENDA ITEM SUMMARY FORM

DISTRICT, DEPARTMENT, CONTACT INFORMATION:

Please choose District and Department from drop down menu. Please post exactly as example below.

No Title's, No emails. Please use ARIAL 10 Font.

All Districts

Human Resources, Araceli Guerra, (915) 212-1401

AGENDA LANGUAGE:

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

Resolution that the 2022 Guidelines for the City Employees Charitable Campaign be adopted, designating the United Way of El Paso County as the Local Campaign Manager, and designating the City's Human Resources Director or designee to act as the liaison to work with the Local Campaign Manager in the administration of the campaign.

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

DEPARTMENT: Human Resources Department

AGENDA DATE: November 8, 2022

CONTACT PERSON NAME AND PHONE NUMBER: Araceli Guerra, Managing Director, 915-212-1401

DISTRICT(S) AFFECTED: All

STRATEGIC GOAL: Goal 6: Set the Standard for Sound Government and Fiscal Management

SUBGOAL:

Resolution that the 2022 Guidelines for the City Employees Charitable Campaign be adopted, designating the United Way of El Paso County as the Local Campaign Manager, and designating the City's Human Resources Director or designee to act as the liaison to work with the Local Campaign Manager in the administration of the campaign.

SUBJECT:

The City implemented the City Employees Combined Charities Campaign approximately 19 years ago and has worked with the United Way of El Paso to assist with the conduct of the campaign.

BACKGROUND / DISCUSSION:

PRIOR COUNCIL ACTION:

November 23, 2021

AMOUNT AND SOURCE OF FUNDING:

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

DEPARTMENT HEAD:



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

CITY OF EL PASO
City Employee Charitable Campaign
GUIDELINES

I. Parties

United Way of El Paso County – Local Campaign Manager

City of El Paso – Campaign Administrator

II. Purpose:

It is the purpose of these guidelines to establish a City Employee Charitable Campaign (“Campaign”) for the solicitation of charitable contributions from City Employees. It is the intent of the Campaign to benefit the people living in El Paso to the greatest extent possible, by enhancing El Paso area programs and services through local reinvestment in non-profit charitable organizations.

III. Objectives:

To implement a procedure for the solicitation of charitable donations from City Employees;

To establish eligibility criteria for charitable organizations who will be the recipients of these donations;

To allow all eligible charitable organizations an equal opportunity to solicit charitable donations from City Employees;

To give each City employee the option to participate; and if so, to designate which eligible charitable organization will receive his or her donation; and

To conduct an annual charitable campaign that will be efficient, convenient, equitable, and beneficial to the community with minimal disruption of and to the workplace.

IV. Charity Eligibility Criteria:

- A. To be eligible to participate in the City Employee Charitable Campaign, a charitable organization must be a federation, member of a federation, or a local unaffiliated organization.

Federation: A federation is a charitable organization that serves as a fundraising entity and acts as an agent for at least five charitable organizations; is not organized exclusively to solicit contributions from city employees; and is supported by voluntary contributions

from city employees; and is supported by voluntary contributions from the public; and is incorporated in this state and has an established physical presence in this state in the form of an office or service that is staffed in the office at least 20 hours a week.

Member of a Federation: A member of a Federation is an organization that shares a similar mission, vision, or values as their federation. A member organization receives partial funding from their federation.

Local Unaffiliated Organization: A local unaffiliated organization is a charitable organization that does not categorize itself as a federation or a member of a federation.

- B. All applicants must have 501 (c) (3) status with the Internal Revenue Service for at least two years prior to the application closing date.
- C. The services provided must consist of human care or support; research, education, or environmental protection in the fields of human health, social adjustment or rehabilitation; relief for victims of natural disaster and other emergencies; or assistance to those who are impoverished and in need of food, shelter, clothing and other basic human welfare services; or research, education, shelter, protection or welfare of animals.
- D. The charitable organization must meet accountability requirements as follows:
 - 1. It must be governed by a volunteer Board of Directors who serve without compensation; and
 - 2. It must provide an annual financial audit by an independent Certified Public Accountant if the funds that were raised in the preceding year equal or exceed \$100,000. Organizations that raise funds between \$50,000 and \$100,000 must submit a CPA review/letter. Organizations raising under \$50,000 will be required to submit a Form 990.
- E. The charitable organization must not contribute funds collected from City employees toward any lobby or political advocacy group, or it must provide separate certification that the organization's expenses connected with lobbying and all attempts to influence voting or legislation would classify it as a tax-exempt agency under 26 U.S.C. 501 (h).
- F. The charitable organization must not contribute funds toward any religious activities.
- G. The charitable organization must have a written policy of non-discrimination and must comply with all laws and regulations regarding non-discrimination and equal opportunity with respect to clients, officers, employees and volunteers.
- H. The charitable organization must meet application deadlines.

- I. The charitable organization must agree to comply with all provisions in these guidelines.
- J. The charitable organization must have a Texas address and provide local and or statewide services.

V. City's Responsibilities:

The City's Human Resource Department will:

- A. Ensure City-wide compliance with campaign guidelines;
- B. Establish application procedures;
- C. Review applications for eligibility;
- D. Assist United Way of El Paso County in the implementation of the campaign.

The City's Payroll Department will:

- A. Ensure that designated payroll deduction will begin on the first pay period following the close of the campaign, and continue such deductions until calendar year's end unless sooner cancelled by the employee.

VI. Local Campaign Manager's Responsibilities:

- A. Develop and create pledge forms to be distributed to employees.
- B. Create and print out any marketing materials.
- C. Collect employee deduction and designation forms and any cash and check donations.
- D. Create final designation and acknowledgement reports.
- E. Distribute undesignated funds on a pro-rata basis.
- F. Prepare reports for accounting purposes and for determining reimbursable costs.
- G. Transfer funds to all designated organizations.
- H. Coordinate with City HR and facilitate campaign services to all City employees and give notices to all organizations.
- I. Submit materials for distribution to employees no later than two weeks prior to the beginning of the campaign. Marketing materials must be approved by the City's Human Resources Director. Once approved, materials must be supplied in a sufficient quantity for distribution by United Way of El Paso County.

VII. Application Procedure:

- A. Organizations seeking participation in the City of El Paso's Combined Charitable Campaign shall apply by filing a completed application packet with United Way of El Paso County.
- B. The written application must include the following:
 - 1. Organization's official name, headquarters, local address, telephone number, and contact person;
 - 2. Organization's purpose or mission;
 - 3. List of members or constituent organizations with name, address, telephone number, and contact person for each;
 - 4. Description of services provided;
 - 5. Copy of policy of non-discrimination;
 - 6. Copies of most current annual and financial reports;
 - 7. Evidence of not-for-profit and tax-exempt status, and eligibility for charitable contributions under the provisions of IRS and a license to do business in the State of Texas;
 - 8. Disclosure of administrative costs; and
 - 9. A copy of the organization's by-laws.

RESOLUTION

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

That the Guidelines for the City Employees Charitable Campaign be adopted, designating the United Way of El Paso County as the Local Campaign Manager, and designating the City's Human Resources Director or designee to act as the liaison to work with the Local Campaign Manager in the administration of the campaign.

ADOPTED this ____ day of _____, 2022.

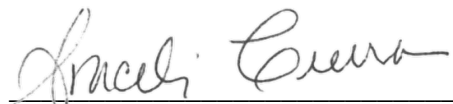
CITY OF EL PASO:

Oscar Leaser, Mayor

ATTEST:

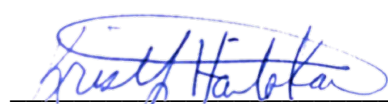
Laura D. Prine, City Clerk

APPROVED AS TO CONTENT:



Araceli Guerra
Internal Services Managing Director

APPROVED AS TO FORM:



Kristen L. Hamilton-Karam
Senior Assistant City Attorney



Legislation Text

File #: 22-1430, Version: 1

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

DISTRICT, DEPARTMENT, CONTACT INFORMATION:

Please choose District and Department from drop down menu. Please post exactly as example below.

No Title's, No emails. Please use ARIAL 10 Font.

All Districts

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

AGENDA LANGUAGE:

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

That the City Manager or designee be authorized to sign a Professional Services Agreement between Best Friends Animal Society ("Best Friends"), a Utah nonprofit corporation and the City of El Paso to support the City of El Paso Animal Shelter in achieving a minimum of ninety percent (90%) live release rate, for a total of \$63,000 payable to Best Friends to be divided equally into twelve equal monthly payments by the City of El Paso, for a term of twelve (12) months with monthly options to extend by mutual written agreement of the Parties.

STATE OF TEXAS)
)
)
COUNTY OF EL PASO)

**PROFESSIONAL SERVICES AGREEMENT
BEST FRIENDS ANIMAL SOCIETY**

This professional service agreement (“Agreement”) is made and entered into between Best Friends Animal Society, a Utah nonprofit corporation (“BFAS” or “Best Friends”) and the City of El Paso, Department of Animal Services, a governmental entity (“Agency”). Each party shall be referred to herein individually as a “Party,” and collectively as the “Parties.” This Agreement shall be effective as of the date on which it is fully executed by both Parties.

BACKGROUND

Best Friends is a leading national animal welfare organization dedicated to ending the killing of dogs and cats in America's shelters. Best Friends believes the no-kill philosophy is underpinned by one simple fact: every healthy or treatable animal should be saved. Generally, “no-kill” means that the shelter(s), private organizations, SPCAs and/or humane societies handling a community’s animal control intake and surrenders are collectively saving all healthy or treatable animals. The industry standard for a quantitative no-kill benchmark is saving 90 percent or more of the animals who come through the community system. Just five years ago, nearly 1.5 million cats and dogs were being killed in America’s shelters because shelters didn’t have the community support, or the resources, they needed to save them. In 2016, Best Friends committed to change that by 2025, and we know that no single organization can do it alone, so we are working with agencies to share our resources and expertise to help their community achieve no-kill. One way in which we facilitate this is through the national shelter embed program.

The national shelter embed program has roots dating back to 2011, when Best Friends piloted Community Cat Projects in partnership with PetSmart Charities®, which placed staff members in shelters to lead a game-changing program to dramatically increase cat save rates. Today, Best Friends is partnered with Maddie’s Fund®, and thanks to that partnership the national embed program continues to place Best Friends staff members in agencies across the country. These staff members work side by side with agency staff to help them implement proven strategies to take their community to no-kill. Backed by a diverse array of subject-matter experts, embedded staff help partner organizations accomplish lifesaving goals that would normally take years in just a matter of months.

Due to the No Kill 2025 vision, Best Friends has a vested interest in helping Agency continue to increase its save rate in a sustainable way and would like to work with Agency through the national shelter embed program to achieve this success.

AGREEMENT

The activities covered by this Agreement are referred to as the “Project.”

1. Proposal

Best Friends would like to partner with Agency to support the shelter in achieving a minimum

ninety percent (90%) save rate. The save rate calculation is determined using the following formula [(Live Intakes) – (Non-Live Outcomes)] divided by (Live Intakes). Best Friends proposes that they embed a Best Friends employee to serve as a “Consultant” for the period of 12 months from the mutually agreed upon Start Date (defined below) (the “Term”). The Term can be extended on a monthly with the mutual written agreement of the Parties. The Term is subject to earlier termination by either Party as set forth below. The Consultant will be paid by Best Friends and would be covered by Best Friends insurance and benefits.

To reimburse Best Friends for some of the costs associated with the Best Friends employee services to Agency, Agency will pay Best Friends a total of \$63,000 divided into twelve equal monthly payments. The first payment to Best Friends will be due within 30 days of the Start Date. In the event that the Parties decide to extend the Term, the Parties will mutually agree upon the level of payment due to Best Friends for any additional months of service. Best Friends and said employee would cover all other costs associated with housing and relocation.

The Consultant would report to the Agency’s Director, as well as the Best Friends senior manager of national shelter embed programming while in this role.

Additionally, the Consultant will have direct oversight responsibilities over the management and employees of Agency in cooperation with the Agency’s Director. Agency will need to provide this Consultant with the true power and authority of a Consultant, including the ability to make program, policy and personnel decisions in partnership with the Agency. In the event, in the reasonable judgment of the Consultant, the Consultant experiences, is informed of or observed any harassment or other concerning behavior relating to Agency’s employees or volunteers, the Consultant will utilize the appropriate Agency internal process to report such behavior.

The Consultant will have a proposed starting date of January 1, 2023 or a date mutually agreed upon by Agency and Best Friends (“Start Date”). The proposed Start Date allows for Best Friends to select the ideal candidate for this role and for the Best Friends employee to relocate.

The Consultant will help ensure sustainability of the programs upon conclusion of their assignment at Agency and will be available for ongoing support.

Agency has a strong and effective foundation which Best Friends believes will blend well with Best Friends effective executive leadership, lifesaving, animal services philosophy and programming. Best Friends has a variety of staff with modern sheltering and leadership skills. By filling this position with a Best Friends staff person, Agency can benefit from the outside operational knowledge, as well as the extended resources as this Consultant connects with other specialists within the Best Friends organization.

Benefits for Agency

- Ability to utilize talented and knowledgeable resources from outside the organization to help facilitate transformational changes within the organization.
- Ability to provide training and ongoing support for all Agency staff.
- Access to other Best Friends resources and expertise via the Best Friends staff person on-

site.

- Increase lifesaving within the organization, providing enhanced working environment for staff and volunteers.
- Operational improvements that will improve reputation in the community and increase community engagement and support.

If the Parties do not fully execute this Agreement by November 11, 2022, BFAS offer to work with Agency will expire and is automatically revoked. BFAS will not be obligated to provide any support (financial or otherwise) to Agency if the offer expires and is automatically revoked.

2. Goals

The specific goal of the project is to achieve and sustain a 90% or higher save rate within the Term by implementing, or enhancing existing, nationally proven programs and policies without compromise to public safety. Such programs and policies include, but are not limited to, a robust local adoption program, enhanced medical and sanitation, collaborative relationships with other animal welfare agencies, increasing returns to owners, community cat programming, finder to foster and owner retention programming, community engagement, and robust foster and volunteer programs.

3. Commitment from Agency to BFAS

In order for Best Friends to devote this time and effort to Agency, Agency agrees to do the following in support of the implementation of lifesaving programs:

- A. Participate in a collaborative need's assessment on site by Best Friends prior to or at the start of the Term to determine agreed upon short, medium- and long-term goals.
- B. Allow the BFAS Municipal and Shelter Support team to conduct a full shelter and field assessment for additional support at no cost to the Agency.
- C. Create and execute a communication strategy to all Agency staff to ensure embed staff, their purpose and the mutually agreed upon goals of this Agreement are properly socialized with the team.
- D. Grant authority of a permanent manager to the Consultant in partnership with Agency Director.
- E. Submit data monthly into Shelter Animals Count **and** provide Best Friends access to data by agreeing to and selecting to be a coalition member of Best Friends in Shelter Animals Count.
- F. Agree to allow Best Friends detailed data, beyond Shelter Animals Count statistics, to help with improvements of animal care and live outcome work as well as organizational sustainability.
- G. Use its best effort to increase the Agency's save rate calculation [to 90%] with the save rate calculation determined using the following formula [(Live Intakes) – (Non-Live Outcomes)] divided by (Live Intakes).
- H. Agree to communicate with Senior Manager of National Shelter Embed Programming regularly, contact information to be provided by Best Friends.
- I. Allow for additional BFAS staff to work the Agency's facilities under the direction of the Consultant for additional support at no cost to the Agency.
- J. Change any current policies under Agency's control, and proactively work with the

relevant governmental officials to change any applicable ordinances that impede the ability of the shelter to achieve lifesavings goals including without limitation, the ability to institute and sustain lifesaving programs.

4. Project Branding Terms and Promotion

Agency shall cooperate with Best Friends regarding the promotion of the Project. Both Parties may issue reports or statements to its members, the media and the public about the Project. This includes, but is not limited to websites, newsletters, press releases, magazine articles, blogs, and podcasts. Agency shall use their best efforts to provide Best Friends with the opportunity to photograph, video, and audio record events related to the Project, consistent with Agency's policies and procedures for such event(s). Best Friends shall be permitted to use these photographs and video/audio recordings for publicity purposes subject to the release set forth below. Agency shall reasonably cooperate with Best Friends Network staff, volunteer team leaders, and news or magazine writers in the production of such news content. Agency agrees to cooperate with Best Friends and facilitate promotion of the Project through the Best Friends website, newsletters, electronic news distributions, press releases, and other media outlets. Neither Party may use the other Party's logos, trademarks, or other intellectual property without express written permission of the other Party. Agency understands and agrees that it may also grant or have granted Best Friends the ability to use Agency's intellectual property and other information through its execution of terms and commitments as part of Agency's participation as a Best Friends Network Partner or in a Best Friends' event.

5. Agency's Representations and Warranties

Agency represent and warrant that during the Term of this Agreement:

- A. Agency is a qualified 501(c)(3) entity or government organization;
- B. Agency is an activated member of the Best Friends Network;
- C. Agency acknowledges that their animal welfare activities may be governed by a variety of federal, state, and local laws. Agency hereby warrants that they shall use their best efforts to comply with all applicable laws and shall not knowingly violate same;
- D. Agency acknowledges and agrees that the Consultant will not be expected to perform any actions or tasks that conflict with the philosophical beliefs set forth by and policies of Best Friends, and
- E. Agency acknowledges and agrees that, given the complex nature of the environment where the services are to be provided, Best Friends makes no guarantees as to whether any lifesaving goals set forth in this Agreement will be met. All decisions relating to policies, procedures, the care and disposition of animals remain the sole responsibility of Agency.

6. Termination

- A. Termination by Agency
 - 1. Agency may terminate this Agreement upon providing thirty (30) days written notice to Best Friends.
 - 2. Agency may terminate this Agreement upon providing ten (10) business days written notice to Best Friends in the event of the following events of default:
 - i. By its actions or statements, Best Friends materially harms Agency in Agency's reasonable judgment; or

- ii. Best Friends files for bankruptcy, or sells, assigns or transfers the majority of its assets to another entity, or ceases to operate as a nonprofit corporation.
- B. Termination by Best Friends
 1. Best Friends may terminate this Agreement upon providing thirty (30) days written notice to Agency.
 2. Best Friends may terminate this Agreement upon providing ten (10) business days written notice to Agency if by its actions or statements, Agency materially harms the reputation of Best Friends, as determined by Best Friends in Best Friends reasonable judgment.
 3. Best Friends may immediately terminate this Agreement without penalty or any further obligation upon written notice to Agency in the event that Best Friends determines that it lacks the financial ability to continue to support the Project. In such event Best Friends shall be solely responsible for implementation of any decision as it relates to Best Friends employees.
- C. In the event of early termination of this Agreement, the Agency will be required to pay only for any payments that accrue through the last day services have been provided by Best Friends.

7. Photo, Video, Digital and Audio Release

Agency grants to Best Friends permission and rights to photograph, video, and audio record any of Agency's programs or events for the duration of the Project. Agency grants to Best Friends the right to indefinitely use such photographs, videos or digital images and voices. This release covers all photos, videos, and audio recordings made by Best Friends or its employees, contractors, or agents. Agency understand and agree that these photographs, videos, or digital images and recordings may be used by Best Friends in its sole discretion including for identification purposes, to promote or report about Best Friends events, activities and mission; to raise donations, or for other purposes. This includes, but is not limited to, any royalties, proceeds, or other benefits derived from such images or recordings. This release remains in effect even after the Project is complete and termination of this Agreement.

Agency further agrees not to make any claim against Best Friends or its employees, contractors or agents for the use of these photographs, videos or digital image or voice recordings. Agency understands this Agreement releases and forever discharges Best Friends from any liability Agency, its successors, and assigns with respect to personal injury, property damage or other loss or damages that may result as a result from the making and use of photographs, videos or digital image or voice recordings.

8. Non-Disparagement

Each Party agrees not to disparage the other Party during the Project and for three years following the conclusion of the Project.

9. LIMITATION ON LIABILITY

NOTWITHSTANDING ANY OTHER PROVISIONS OF THIS AGREEMENT NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR ANY INDIRECT, SPECIAL OR

CONSEQUENTIAL DAMAGES OR LOSS OF ANTICIPATED REVENUES (OR LIKE AMOUNTS) IN CONNECTION WITH OR ARISING OUT OF THE SUBJECT MATTER OF THIS AGREEMENT. IN NO EVENT SHALL BFAS'S TOTAL LIABILITY WITH RESPECT TO CLAIMS ARISING OUT OF THE SUBJECT MATTER OF THIS AGREEMENT EXCEED THE AMOUNT RECEIVED BY BEST FRIENDS PURSUANT TO THIS AGREEMENT.

10. Indemnity Agreement

As a condition of the granting of this Agreement, Best Friends or its insurer will INDEMNIFY, DEFEND AND HOLD the Agency, its officers, agents and employees, HARMLESS FOR AND AGAINST ANY AND ALL THIRD-PARTY CLAIMS, CAUSES OF ACTION, LIABILITY, DAMAGES OR EXPENSE, (INCLUDING BUT NOT LIMITED TO REASONABLE ATTORNEY FEES AND COSTS) FOR ANY DAMAGE TO OR LOSS OF ANY PROPERTY, OR ANY ILLNESS, INJURY, PHYSICAL OR MENTAL IMPAIRMENT, LOSS OF SERVICES, OR DEATH TO ANY PERSON ARISING OUT OF OR RELATED TO BEST FRIENDS' EMPLOYEES OR AGENTS PHYSICAL PRESENCE ON AGENCY'S PROPERTY FOR ACTIVITIES RELATING TO THIS AGREEMENT OR ON OTHER LOCATIONS FOR EVENTS DIRECTLY CONNECTED TO THE ACTIVITIES RELATING TO THIS AGREEMENT.

Best Friends acknowledges that Agency has been organized pursuant to the Constitution and laws of the State of Texas, possesses certain rights and privileges, is subject to certain limitations and restrictions, and only has such authority as is granted to it under the Constitution and laws of the State of Texas. No provision of this agreement extends Agency's liability beyond the liability or authority provided in the Constitution and the laws of the State of Texas. To the extent permitted by the Texas Constitution, laws and rules, and without waiving any immunities or defenses available to Agency as a governmental entity, Agency shall be solely responsible for its own acts and omissions and the acts and omissions of its employees, directors, officers, subcontractors and agents.

11. Insurance

Best Friends agrees to maintain reasonable insurance coverage to cover its activities in connection with this Agreement. This includes but is not limited to workers compensation coverage required by the State of Texas. The Parties acknowledge that Agency is self-insured.

12. Survival of Terms

Intellectual property rights, including the rights to use photos, digital, audio and video materials, agreed to in this Agreement are perpetual. The releases and indemnity agreements are perpetual. The Non-Disparagement clause survives for three years following the conclusion of the Project.

13. Proprietary Information

Agency acknowledges and agree that the following constitute "Proprietary Information": any secret or proprietary information relating directly to Best Friends business, including, but not limited to, the Best Friends Network and donation process, services, members, donor and volunteer lists, business policies, employment records and policies, operational methods, marketing plans

and strategies, business development plans, new personnel acquisition plans, technical processes, designs and design projects, inventions and research programs, trade know-how, trade secrets, specific software, algorithms, computer processing systems, object and source codes, user manuals, systems documentation, and other business and financial affairs of Best Friends. It is not anticipated that Agency will have access to Best Friends proprietary information as a result of this Agreement. Nonetheless, Agency acknowledges and agrees that in the event Agency learns of or come into possession of any Best Friends proprietary information, Agency will notify Best Friends and return said information. Agency agrees that they will not use, supply or disclose any Proprietary Information it happens to learn of to any third party.

Best Friends acknowledges that Agency is a Governmental Entity and is subject to the Texas Public Information Act, and that Agency will comply with the Best Friends' request for confidentiality to the extent permitted by law.

14. Personal Property

During the Agreement, Best Friends may provide personal property for the use of the Consultant and employees or volunteers of Agency to assist in Agency's work. In the event that Agency utilizes any such personal property, Agency hereby accepts the personal property is provided in "AS-IS", WHERE IS" condition subject to and WITH ALL FAULTS. BEST FRIENDS MAKES NO REPRESENTATION OR WARRANTY OF ANY KIND OR NATURE WITH RESPECT TO THE GOODS, AND EXPRESSLY DISCLAIMS ANY EXPRESS OR IMPLIED WARRANTY OF ANY KIND, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, WHETHER ARISING BY LAW, COURSE OF PERFORMANCE, COURSE OF DEALING, OR USAGE OF TRADE. For the avoidance of doubt, Agency's use of the personal property is covered by the indemnification obligation set forth in this Agreement and Agency releases Best Friends from any and all liability under any legal theory relating to the use of such personal property. At the termination of this Agreement, Best Friends, in its sole discretion, may leave all or some of this personal property for the continued use of Agency ("Donated Personal Property"). In such event, Best Friends will provide a list of substantial pieces of the Donated Personal Property or otherwise designate what is being left as Donated Personal Property to Agency. The title to any such Donated Personal Property will transfer on the date Best Friends indicates and such Donated Personal Property continues to be subject to the disclaimers and limitations of warranties, release, and indemnification coverage by Agency as set forth in this section.

15. No Third-Party Beneficiaries

Nothing in this Agreement shall be construed to give any person or entity other than the Parties to this Agreement any legal or equitable claim, right or remedy; rather, this Agreement is intended to be for the sole and exclusive benefit of the Parties hereto.

16. Notices

Any notice required or provided for under this Agreement shall be provided in writing, and shall be deemed given when either personally delivered, sent by Certified U.S. Mail return receipt requested, delivered by courier and confirmed in writing, to the other Party at the address set forth

below or to such other address as may be provided in writing for the delivery of notices hereunder. While email notice should be provided as a courtesy, it shall not be deemed sufficient notice for purposes of this Agreement:

If to Agency:

The City of El Paso, Department of Animal Services
Attn: Director – Animal Services Department
5001 Fred Wilson
El Paso, TX 79906
Tel: 915-212-8742
Email: kebschulltk@elpasotexas.gov

If to BFAS:

Best Friends Animal Society
Attn: Director – National Embed Programming
5001 Angel Canyon Rd.
Kanab, UT 84741
Tel: (435) 644-2001
Email: michellel@bestfriends.org
with a copy to legal@bestfriends.org

17. Other

These terms of this Agreement bind the successors and assigns of the Parties. Each term of this Agreement is material. Agency expressly agrees the releases and indemnity agreement are intended to be as broad and inclusive as permitted by law. The Parties agree that in the event that any clause or provision of this Agreement shall be held to be invalid by any court of competent jurisdiction, the invalidity of such clause or provision shall not otherwise affect the remaining provisions of this Agreement. This is the entire agreement between the Parties and supersedes any other verbal or written statements, representations, or promises. No Party is responsible in any way for the debts of the other Party, or any breach of any law, rule, regulation, complaint, grievance, custom, or guideline of the other. No Party has authority to bind the other to any contractual or other agreements and in no event shall any Party represent or hold itself out as acting on behalf of the Party hereto.

(The remainder of this page is left intentionally blank. The signature page follows).

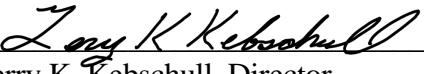
Signature Page

IN WITNESS WHEREOF, the parties have executed this Agreement at El Paso, Texas this _____ day of _____, 2022.

CITY OF EL PASO, TEXAS:

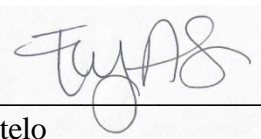
Tomás González
City Manager

APPROVED AS TO CONTENT:




Terry K. Kebschull, Director
Animal Services Department

APPROVED AS TO FORM:



Evy Sotelo
Assistant City Attorney

BEST FRIENDS ANIMAL SOCIETY:



Michelle Logan
Director, National Shelter Embed Programming

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

AGENDA DATE:
PUBLIC HEARING DATE:

CONTACT PERSON(S) NAME AND PHONE NUMBER:

DISTRICT(S) AFFECTED:

STRATEGIC GOAL:

SUBGOAL:

SUBJECT:

APPROVE a resolution / ordinance / lease to do what? OR AUTHORIZE the City Manager to do what? Be descriptive of what we want Council to approve. Include \$ amount if applicable.

BACKGROUND / DISCUSSION:

Discussion of the what, why, where, when, and how to enable Council to have reasonably complete description of the contemplated action. This should include attachment of bid tabulation, or ordinance or resolution if appropriate. What are the benefits to the City of this action? What are the citizen concerns?

PRIOR COUNCIL ACTION:

Has the Council previously considered this item or a closely related one?

AMOUNT AND SOURCE OF FUNDING:

How will this item be funded? Has the item been budgeted? If so, identify funding source by account numbers and description of account. Does it require a budget transfer?

HAVE ALL AFFECTED DEPARTMENTS BEEN NOTIFIED? ____ YES ____ NO

PRIMARY DEPARTMENT:
SECONDARY DEPARTMENT:

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

DEPARTMENT HEAD: 

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

RESOLUTION

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

THAT the City Manager or designee be authorized to sign a Professional Services Agreement between Best Friends Animal Society (“Best Friends”), a Utah nonprofit corporation and the City of El Paso to support the City of El Paso Animal Shelter in achieving a minimum of ninety percent (90%) live release rate, for a total of \$63,000 payable to Best Friends to be divided equally into twelve equal monthly payments by the City of El Paso, for a term of twelve (12) months with monthly options to extend by mutual written agreement of the Parties.

APPROVED this _____ day of _____ 2022.

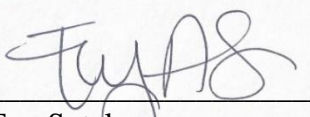
CITY OF EL PASO:

Oscar Leaser
City Mayor

ATTEST:

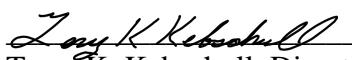
Laura D. Prine
City Clerk

APPROVED AS TO FORM:



Evy Sotelo
Assistant City Attorney

APPROVED AS TO CONTENT:



Terry K. Kebschull, Director
Animal Services Department



Legislation Text

File #: 22-1439, Version: 1

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

DISTRICT, DEPARTMENT, CONTACT INFORMATION:

Please choose District and Department from drop down menu. Please post exactly as example below.

No Title's, No emails. Please use ARIAL 10 Font.

District 4

Capital Improvement Department, Yvette Hernandez, (915) 212-1860

AGENDA LANGUAGE:

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

That the City Manager be authorized to sign an Agreement for Professional Services by and between the City of El Paso and Carl Daniel Architects, Inc. for a project known as El Paso Health Department MCA Clinic for an amount not to exceed \$384,530.00 and that the City Engineer is authorized to approve additional Basic Services and Reimbursables for an amount not to exceed \$50,000.00 and to approve Additional Services for an amount not to exceed \$50,000.00, if such services are necessary, for the proper execution of the project and that the increased amounts are within the appropriate budgets of the project for a total amount of \$484,530.00 and that the City Manager be authorized to establish the funding sources and make any necessary budget transfers and execute any and all documents necessary for the execution of the agreement.

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

AGENDA DATE: November 8, 2022
PUBLIC HEARING DATE: Not Applicable

CONTACT PERSON(S) NAME AND PHONE NUMBER:
Yvette Hernandez, P.E. City Engineer, (915) 212-1860

DISTRICT(S) AFFECTED: 4

STRATEGIC GOAL: No. 8 Nurture & Promote a Healthy, Sustainable Community

SUBGOAL: 8.1 Deliver prevention, intervention and mobilization services to promote a healthy, productive and safe community.

SUBJECT:

Discussion and action that the City Manager be authorized to sign an Agreement for Professional Services by and between the City of El Paso and Carl Daniel Architects, Inc. for a project known as El Paso Health Department MCA Clinic for an amount not to exceed \$384,530.00 and that the City Engineer is authorized to approve additional Basic Services and Reimbursables for an amount not to exceed \$50,000.00 and to approve Additional Services for an amount not to exceed \$50,000.00 if such services are necessary for the proper execution of the project and that the increased amounts are within the appropriate budgets of the project for a total amount of \$484,530.00 and that the City Manager be authorized to establish the funding sources and make any necessary budget transfers and execute any and all documents necessary for the execution of the Agreement.

BACKGROUND / DISCUSSION:

The City has a Public Health Clinic in the MCA area that is being acquired by Texas Tech. Therefore, to maintain services including COVID response to the under-served Community in the area, the City requires another clinic. A new clinic will be designed and constructed on vacant land currently held in the City's inventory (4240 Alameda Ave.).

SELECTION SUMMARY: Consultant selection was performed in accordance with Texas Code Title 10 Subtitle F Chapter 2254 Subchapter A and the Capital Improvement Department Architectural and Engineering Professional Services Selection Procedure.

CONTRACT VARIANCE: N/A

PROTEST N/A

PRIOR COUNCIL ACTION: N/A

AMOUNT AND SOURCE OF FUNDING: \$384,530.00 Coronavirus State & Local Fiscal Recovery Fund

HAVE ALL AFFECTED DEPARTMENTS BEEN NOTIFIED? X YES ___ NO

PRIMARY DEPARTMENT: Capital Improvement Department
SECONDARY DEPARTMENT: Department of Public Health

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

DEPARTMENT HEAD: Assistant Director Capital Improvement

Jerry DeMuro/for

Yvette Hernandez, P.E. City Engineer

RESOLUTION

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

That the City Manager be authorized to sign an Agreement for Professional Services by and between the CITY OF EL PASO and Carl Daniel Architects, Inc., a Texas corporation, for a Project known as “**EL PASO HEALTH DEPARTMENT MCA CLINIC**” for an amount not to exceed **\$384,530.00**; 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 \$484,530.00; and that the City Manager be authorized to establish the funding sources and make any necessary budget transfers and execute any and all documents necessary for the execution of the Agreement.

APPROVED THIS _____ DAY OF _____ 2022.


CITY OF EL PASO:

Oscar Leaser, Mayor

ATTEST:


Laura D. Prine
City Clerk

APPROVED AS TO FORM:



Roberta Brito
Assistant City Attorney

APPROVED AS TO CONTENT:



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

CITY OF EL PASO A&E SELECTION SCORESHEET

EVALUATION CRITERIA	SOLICITATION #2022-0972R Architect & Engineering Services ~ El Paso Health Department MCA Clinic							
	ArchiPELI	CDA - Carl Daniels Architects	CIRE3	Huitt Zollars	In Situ	Mijares-Mora Architects, Inc.	MNK Architects	Nine Degrees
Rater 1	46	80	16	63	76	59	65	58
Rater 2	34	72	39	57	70	57	66	39
Rater 3	87.5	88.5	89	88	90	91	87	86
Rater 4	64	87	26	50	78	59	68	48
Rater 5	34	72	39	57	70	57	66	39
	265.5	399.5	209	315	384	323	352	270

Scorer:

CDA - Carl Daniels Architects	399.5
In Situ	384
MNK Architects	352
Mijares- Mora Architects, Inc.	323
Huitt Zollars	315
Nine Degrees	270
ArchiPELI	265.5
CIRE3	209

THE STATE OF TEXAS)
)
COUNTY OF EL PASO)

**AN AGREEMENT FOR
PROFESSIONAL SERVICES**

This Agreement is made this ____ day of _____, 2022 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 Carl Daniel Architects, Inc., a Texas corporation, hereinafter referred to as the **“Consultant”**.

WHEREAS, the Owner intends to engage the Consultant to perform professional services for the project known as **“EL PASO HEALTH DEPARTMENT MCA CLINIC”**, hereinafter referred to as the **“Project”**, as further described in **Attachment “A”**; and

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

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

**ARTICLE I.
ATTACHMENTS**

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

Attachment “A”	Scope of Services and 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 **\$384,538.00** 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 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, **including but not limited to:**

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

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

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

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

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

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

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

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

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

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

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

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

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

origin.

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

ARTICLE VII. GENERAL PROVISIONS

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

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

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

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

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

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

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

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

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

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

7.6 CONTRACTING INFORMATION

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

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

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

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

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

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

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

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

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

To the Consultant: CARL DANIEL ARCHITECTS, INC.
Attn: Carl Daniel, President
305 Leon St.
El Paso, TX 79901

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

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

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

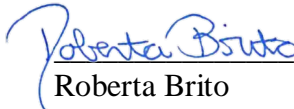
7.15 TEXAS GOVERNMENT CODE. In accordance to Chapter 2274 of the Texas Government Code, as amended from time to time, the Consultant represents and warrants to the Owner the following: (1) the Consultant does not have a practice, policy, guidance, or directive that discriminates against a firearm entity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

WITNESS THE FOLLOWING SIGNATURES AND/OR SEALS:

CITY OF EL PASO:

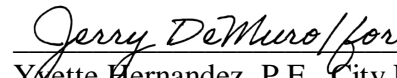
Tomás González
City Manager

APPROVED AS TO FORM:



Roberta Brito
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 _____, 2022,
by **Tomás González**, as **City Manager** of the **City of El Paso, Texas**.

Notary Public, State of Texas

My commission expires:

(Signatures begin on following page)

CONSULTANT:

By: 

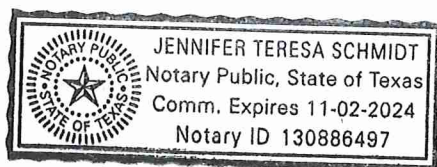
Name: Carl Daniel

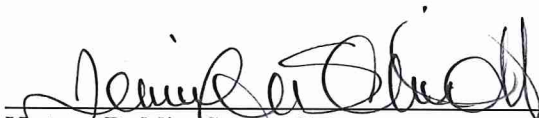
Title: President

ACKNOWLEDGEMENT

THE STATE OF TEXAS §COUNTY OF EL PASO §

This instrument was acknowledged before me on this 31st day of October, 2022,
by Carl Daniel, on behalf of Consultant.




Notary Public, State of Texas

My commission expires:

11/02/2024

**ATTACHMENT “A”
SCOPE OF SERVICES**

ATTACHMENT A SCOPE OF SERVICES

The City of El Paso requires consulting services to provide facility programming, design and construction administration of a new El Paso Health Department Clinic to be located at 4240 Alameda, El Paso Texas. The clinic is to be approximately 8,000ft²; minimum space requirements are identified in Table 1.

Table 1: Facility requirements)		
Department	Programming	SF
Health	Administration	640
Health	DIS	900
Health	Family Planning	1,400
Health	Immunization	750
Health	Specimen Receiving	300
Health	Tuberculosis Clinic	1,800
	General Circulation and Undefined space	2,210
Total		8,000

The firm provide all design services including but not limited to:

- Architectural
- Civil
- Structural
- Landscaping
- Mechanical
- Electrical

Additional services

- TDRL Registration and RAS inspections.
- Fixture, Furniture and Equipment, design and specification
- Fire Suppression consultation
- Sustainability consultation
- Geotechnical Investigation
- Surveying
- Cost Estimating
- Special Systems design
- Commissioning Basic or advanced
- Code consultation

Programming and predesign documents and reports (Pre-Design) Phase

During this phase, the firm shall coordinate with stakeholders to validate the requirements for development of Health Dept. facility. The firm will be expected to produce architectural renderings, and space layout options. The firm may also be requested to coordinate with utility services providers.

Schematic Design (Preliminary) Phase

During the Schematic Design Phase, the firm shall complete a Basis of Design Report to include preliminary design analysis and supporting engineering calculations. It is within this phase that the firm shall survey, investigate and discover all site conditions that may affect the design or project function, permitting, budget or schedule. It is also within this phase that firm will have identified all requirements to commence design with accurate assumptions.

The Schematic Design submittal shall include, but not be limited to the following:

- Cover Sheet with code and permit summary (90% complete)
- Architectural Plan and Details (minimum 30% complete)
- Civil Engineering Plan and Details (50% complete)
- Mechanical and Plumbing Plan and Details (50% complete)
- Structural Plan and Details (50% complete)
- Electrical Plan and Details (50% complete)
- Horizontal Control Plan (90% complete)
- Construction Notes (50% complete)
- Storm Water Pollution Prevention Plan (75% complete)
- Site Plan (75% complete)
- Grading Plan (50% complete)
- Landscape Plan (50% complete)
- Typical Landscape Details (75% complete)
- Preliminary Irrigation Layout (40% complete)
- Typical Irrigation Details (75% complete)
- Outline of Specs (90% complete)

DESIGN AND CONSTRUCTION ADMINISTRATION SERVICES

Design Development (Pre-Final Design) Phase

The firm shall submit the following Design Development Phase submittal as applicable:

- Coversheet/ Code data (100% complete)
- Architectural Plan and Details (75% complete)
- Civil Engineering Plan and Details (75% complete)
- Mechanical and Plumbing Plan and Details (75% complete)
- Structural Plan and Details (75% complete)

- Electrical Plan and Details (75% complete)
- Horizontal Control Plan (100% complete)
- Construction Notes (90% complete)
- Storm Water Pollution Prevention Plan (100% complete)
- Typical Construction Details (100% complete)
- Special Construction Details (75% complete)
- Site Plan (90% complete)
- Grading Plan (95% complete)
- Landscape Plan (90% complete)
- Typical Landscape Details (100% complete)
- Special Landscape Details (75% complete)
- Pre-final Irrigation Layout (75% complete)
- Typical Irrigation Details (100% complete)
- Special Irrigation Details (75% complete)
- Outline of Specs (100% complete)
- Technical Specification (75% complete)

Final Design (100% Construction Documents)

The firm shall submit, at a minimum, the following Final Design Phase Submittal, as applicable:

- Cover Sheet (100% complete)
- Architectural Plan and Details (100% complete)
- Civil Engineering Plan and Details (100% complete)
- Mechanical and Plumbing Plan and Details (100% complete)
- Structural Plan and Details (100% complete)
- Electrical Plan and Details (100% complete)
- Horizontal Control Plan (100% complete)
- Construction Notes (100% complete)
- Storm Water Pollution Prevention Plan (100% complete)
- Typical Construction Details (100% complete)
- Special Construction Details (100% complete)
- Site Plan (100% complete)
- Grading Plan (100% complete)
- Landscape Plan (100% complete)
- Typical Landscape Details (100% complete)
- Special Landscape Details (100% complete)
- Irrigation, typical and special details (100% complete)
- Specifications (100% complete)

Cost Estimates

The firm shall develop and submit third party construction cost estimates in each design phase. The construction cost estimate is expected to be within ten percent (10%) of the bid for base bid

item expected from the lowest responsible bidder. The firm's final estimate shall take into account all labor costs that shall be based on the current City prevailing wage rates as adopted by the City Council as well as the current market for materials and equipment.

Design Analysis

Design analysis shall include all engineering calculations for review by the City, governmental authorities having jurisdiction over each construction contract, and public utilities.

City Review

At completion of each design phase, the firm shall make documents electronically, including a copy of design review documentation (redlines), electronically available to the City and stakeholder reviewers via BlueBeam Revu or similar PDF markup and editing software. If the City determines that the submittal does not comply with the above-required completion percentages, the firm shall resubmit in accordance with the above requirements. After the comments have been provided by City staff and addressed by the firm, the firm shall electronically submit the revised design package to the City within five (5) business days.

Following the City's two-week review period, the firm shall meet with the City within three working days for review and disposition of reviewers' comments. A design review meeting (City Design Review- CDR meeting) will be scheduled to discuss the design comments and disposition with the user groups. Following the CDR the firm will be given approval to proceed to the next design phase.

Document formats, distribution and ownership

Throughout the phase submittals and in advance of construction, the firm shall make available to the City at no extra charge, all electronic project document files in native format including AutoCAD and Building Information Model (BIM) files. As-builts are also to be provided following construction in AutoCAD format.

Bidding and Construction Administration

For bidding purposes, the firm shall submit a CD or flash drive consisting of PDFs and AutoCAD and BIM files of the sealed construction drawings, sealed technical specifications, scope of work, and unit price bid proposal form.

Before bid opening the firm shall provide a CD or flash drive consisting of PDFs of the revised sealed construction drawings, revised sealed technical specifications, revised scope of work, revised unit price bid proposal form, and written bid clarifications.

After bid opening and before preconstruction meeting the firm shall provide a CD or flash drive consisting of PDFs of the revised sealed construction drawings, revised sealed technical specifications, revised scope of work, revised unit price bid proposal form, and written bid clarifications.

In advance of construction the firm shall make all design phase submittals available to the City at no extra charge, in native format including CAD and Building Information Model files.

During the construction phase, the designer shall assist the City with the following items:

- Respond to all questions from the contractor (request for information (RFIs))
- Provide advice and recommendations to the City.
- Provide contract drawing modifications for permit revisions (as required)
- Review contractor technical submittals in a timely matter.
- Attend weekly construction meetings (as required).
- Visit site and provide written observation reports (as required).
- Advise the City on validity of all request for change orders.
- Prepare independent cost estimates on all request for change orders.
- Participate in substantial completion inspection and provide punch list to the City.
- Participate in final completion inspection.
- Produce and provide an electronic copy (PDF and AutoCAD) of “as-built” record drawings.

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

ATTACHMENT "B"

SECTION I – PROJECT OVERVIEW

The City of El Paso is seeking consulting services to provide facility programming, design and construction administration of a new El Paso Health Department Clinic to be located at 4240 Alameda, El Paso Texas. The clinic is to be approximately 8,000; minimum space requirements are identified in Table 1.

Table 1: Facility requirements)		
Department	Programming	SF
Health	Administration	640
Health	DIS	900
Health	Family Planning	1,400
Health	Immunization	750
Health	Specimen Receiving	300
Health	Tuberculosis Clinic	1,800
	General Circulation and Undefined space	2,210
Total		8,000

SECTION II – SCOPE OF SERVICES

The firm provide all design services including but not limited to:

- Architectural
- Civil
- Structural
- Landscaping
- Mechanical
- Electrical

Additional services

- TDRL Registration and RAS inspections.
- Fixture, Furniture and Equipment, design and specification
- Fire Suppression consultation
- Sustainability consultation
- Geotechnical Investigation - Included
- Surveying - Included
- Cost Estimating - Included
- Special Systems design
- Commissioning Basic or advanced
- Code consultantation

1.0 SERVICES REQUIRED

1.1 Programming and predesign documents and reports (Pre Design) Phase

During this phase, the firm shall coordinate with stakeholders to validate the requirements for development of Health Dept. facility. The firm will be expected to produce architectural renderings, and space layout options. The firm may also be requested to coordinate with utility services providers.

1.2 Schematic Design (Preliminary) Phase

During the Schematic Design Phase, the firm shall complete a Basis of Design Report to include preliminary design analysis and supporting engineering calculations. It is within this phase that the firm shall survey, investigate and discover all site conditions that may affect the design or project function, permitting, budget or schedule. It is also within this phase that firm will have identified all requirements to commence design with accurate assumptions.

The Schematic Design submittal shall include, but not be limited to the following:

- Cover Sheet with code and permit summary (90% complete)
- Architectural Plan and Details (minimum 30% complete)
- Civil Engineering Plan and Details (50% complete)
- Mechanical and Plumbing Plan and Details (50% complete)
- Structural Plan and Details (50% complete)
- Electrical Plan and Details (50% complete)
- Horizontal Control Plan (90% complete)
- Construction Notes (50% complete)
- Storm Water Pollution Prevention Plan (75% complete)
- Site Plan (75% complete)
- Grading Plan (50% complete)
- Landscape Plan (50% complete)
- Typical Landscape Details (75% complete)
- Preliminary Irrigation Layout (40% complete)
- Typical Irrigation Details (75% complete)
- Outline of Specs (90% complete)

2.0 DESIGN AND CONSTRUCTION ADMINISTRATION SERVICES

2.1 Design Development (Pre-Final Design) Phase

The firm shall submit the following Design Development Phase submittal as applicable:

- Coversheet/ Code data (100% complete)
- Architectural Plan and Details (75% complete)
- Civil Engineering Plan and Details (75% complete)

- Mechanical and Plumbing Plan and Details (75% complete)
- Structural Plan and Details (75% complete)
- Electrical Plan and Details (75% complete)
- Horizontal Control Plan (100% complete)
- Construction Notes (90% complete)
- Storm Water Pollution Prevention Plan (100% complete)
- Typical Construction Details (100% complete)
- Special Construction Details (75% complete)
- Site Plan (90% complete)
- Grading Plan (95% complete)
- Landscape Plan (90% complete)
- Typical Landscape Details (100% complete)
- Special Landscape Details (75% complete)
- Pre-final Irrigation Layout (75% complete)
- Typical Irrigation Details (100% complete)
- Special Irrigation Details (75% complete)
- Outline of Specs (100% complete)
- Technical Specification (75% complete)

2.2 Final Design (100% Construction Documents)

The firm shall submit, at a minimum, the following Final Design Phase Submittal, as applicable:

- Cover Sheet (100% complete)
- Architectural Plan and Details (100% complete)
- Civil Engineering Plan and Details (100% complete)
- Mechanical and Plumbing Plan and Details (100% complete)
- Structural Plan and Details (100% complete)
- Electrical Plan and Details (100% complete)
- Horizontal Control Plan (100% complete)
- Construction Notes (100% complete)
- Storm Water Pollution Prevention Plan (100% complete)
- Typical Construction Details (100% complete)
- Special Construction Details (100% complete)
- Site Plan (100% complete)
- Grading Plan (100% complete)
- Landscape Plan (100% complete)
- Typical Landscape Details (100% complete)
- Special Landscape Details (100% complete)
- Irrigation, typical and special details (100% complete)
- Specifications (100% complete)

2.3 Cost Estimates

The firm shall develop and submit third party construction cost estimates in each design phase. The construction cost estimate is expected to be within ten percent (10%) of the bid for base bid item expected from the lowest responsible bidder. The firm's final estimate shall take into account all labor costs that shall be based on the current City prevailing wage rates as adopted by the City Council as well as the current market for materials and equipment.

2.4 Design Analysis

Design analysis shall include all engineering calculations for review by the City, governmental authorities having jurisdiction over each construction contract, and public utilities.

2.5 City Review

At completion of each design phase, the firm shall make documents electronically, including a copy of design review documentation (redlines), electronically available to the City and stakeholder reviewers via BlueBeam Revu or similar PDF markup and editing software. If the City determines that the submittal does not comply with the above-required completion percentages, the firm shall resubmit in accordance with the above requirements. After the comments have been provided by City staff and addressed by the firm, the firm shall electronically submit the revised design package to the City within five (5) business days.

Following the City's two-week review period, the firm shall meet with the City within three working days for review and disposition of reviewers' comments. A design review meeting (City Design Review- CDR meeting) will be scheduled to discuss the design comments and disposition with the user groups. Following the CDR the firm will be given approval to proceed to the next design phase.

2.6 Document formats, distribution and ownership

Throughout the phase submittals and in advance of construction, the firm shall make available to the City at no extra charge, all electronic project document files in native format including AutoCAD and Building Information Model (BIM) files. As-builts are also to be provided following construction in AutoCAD format.

2.7 Bidding and Construction Administration

For bidding purposes, the firm shall submit a CD or flash drive consisting of PDFs and AutoCAD and BIM files of the sealed construction drawings, sealed technical specifications, scope of work, and unit price bid proposal form.

Before bid opening the firm shall provide a CD or flash drive consisting of PDFs of the revised sealed construction drawings, revised sealed technical specifications, revised scope of work, revised unit price bid proposal form, and written bid clarifications.

EXHIBIT "A"

After bid opening and before preconstruction meeting the firm shall provide a CD or flash drive consisting of PDFs of the revised sealed construction drawings, revised sealed technical specifications, revised scope of work, revised unit price bid proposal form, and written bid clarifications.

In advance of construction the firm shall make all design phase submittals available to the City at no extra charge, in native format including CAD and Building Information Model files.

During the construction phase, the designer shall assist the City with the following items:

- Respond to all questions from the contractor (request for information (RFIs))
- Provide advice and recommendations to the City.
- Provide contract drawing modifications for permit revisions (as required)
- Review contractor technical submittals in a timely matter.
- Attend weekly construction meetings (as required).
- Visit site and provide written observation reports (as required).
- Advise the City on validity of all request for change orders.
- Prepare independent cost estimates on all request for change orders.
- Participate in substantial completion inspection and provide punch list to the City.
- Participate in final completion inspection.
- Produce and provide an electronic copy (PDF and AutoCAD) of "as-built" record drawings.

3.0 SCHEDULE

The firm shall provide a design schedule from the preliminary phase to the final design phase. The firm shall also submit a detailed Design Monitoring Report describing how new changes were implemented, and how overall quality was controlled after each phase. This report will also include a compliance letter summarizing key points of the overall progress and demonstrating full compliance with ALL owner design requirements.

The City estimates that the project duration will be as follows:

Programming Phase (Pre-Design):	30 consecutive calendar days
Schematic Design Phase (Preliminary):	120 consecutive calendar days
Design Development Phase (Pre-Final):	90 consecutive days
Final Design Phase:	25 consecutive days
Bid and Permit Package	15 consecutive days
Competitive Bidding and Negotiated Proposals:	TBD
Construction Phase Services:	TBD

If the firm is to propose an alternate schedule it is to be included in the Statement of Qualifications.

20 October 2022

El Paso Health Department
MCA Clinic
4240 Alameda

Fee Summary

	Pre-Design	Schematic Design	Design Development	Final Design	BID	Construction Admin.	Totals
CDA	\$22,290	\$37,590	\$41,680	\$33,720	\$8,855	\$39,720	\$183,855
MCI	\$3,000	\$5,000	\$6,000	\$11,500	\$500	\$4,000	\$30,000
HKN	\$0	\$1,680	\$2,240	\$4,480	\$0	\$2,800	\$11,200
ALEGRO	\$0	\$12,500	\$17,500	\$7,500	\$2,500	\$10,000	\$50,000
BATH	\$0	\$15,000	\$7,500	\$7,500	\$500	\$5,000	\$35,500
LANDSCAPE	\$0	\$1,920	\$1,920	\$1,440	\$300	\$540	\$6,120
COST ESTIMATE	\$0	\$9,512	\$11,548	\$13,008	\$0	\$5,720	\$39,788
ADA REVIEW & INSPECTION	\$0	\$0	\$0	\$725	\$0	\$500	\$1,225
Survey	\$11,000	\$0	\$0	\$0	\$0	\$0	\$11,000
Geotechnical	\$0.	\$0.	\$15,850	\$0	\$0	\$0	\$15,850
TOTALS	\$36,290	\$83,202	\$104,238	\$79,873	\$12,655	\$68,280	\$384,538



EL PASO HEALTH DEPARTMENT
MCA CLINIC

4240 ALAMEDA AVENUE

Fee Proposal Breakdown

CARL DANIEL ARCHITECTS
305 LEON ST.
EL PASO TEXAS 79901

HOURLY RATES	
Principal	\$200
Project Manager	\$150
CADD Operator	\$85
Clerical	\$60

	Task	Principal Hours	PM Hours	CADD Hours	Clerical Hours	Totals Costs
PROGRAMMING / PRE-DESIGN 30 CALENDAR DAYS						
1	Program Verification	6	0	0	6	\$ 1,560.00
2	Site Visit Gather Information	4	0	0	0	\$ 800.00
3	Site Plan Layouts	0	0	16	0	\$ 1,360.00
4	Floor Plan Layout Options	12	0	40	0	\$ 5,800.00
5	Renderings	12	0	40	0	\$ 5,800.00
6	Owener Review Meetings	6	0	6	0	\$ 1,710.00
7	In-House Coordination	12	0	12	0	\$ 3,420.00
8	Design Monitoring Report	4	0	0	2	\$ 920.00
9	Utility Service Coordination	4	0	0	2	\$ 920.00
	SUBTOTAL HOURS	60	0	114	10	184
	SUBTOTAL COSTS	\$12,000	\$0	\$9,690	\$600	\$22,290

EL PASO HEALTH DEPARTMENT
MCA CLINIC

4240 ALAMEDA AVENUE

Fee Proposal Breakdown

CARL DANIEL ARCHITECTS
305 LEON ST.
EL PASO TEXAS 79901

HOURLY RATES	
Principal	\$200
Project Manager	\$150
CADD Operator	\$85
Clerical	\$60



	Task	Principal Hours	PM Hours	CADD Hours	Clerical Hours	Totals Costs
SCHEMATIC DESIGN (PRELIMINARY) 120 CALENDAR DAYS						
1	Basis of Design Report	8	0	0	4	\$ 1,840.00
2	Review Site Conditions	4	0	4	0	\$ 1,140.00
3	Code Review	6	0	0	0	\$ 1,200.00
4	Owner Review Meetings	9	0	4	0	\$ 2,140.00
5	Site Visit	2	0	2	0	\$ 570.00
6	CADD Drawongs (45 Sheets)	0	0	200	0	\$ 17,000.00
7	Modular Furniture Coordination and Layout	8	0	16	0	\$ 2,960.00
8	In-House Coordination	12	0	12	0	\$ 3,420.00
9	Consultant Cooridination	8	0	8	0	\$ 2,280.00
10	Outline Specifications	12	0	0	0	\$ 2,400.00
11	Design Monitoring Report	6	0	0	4	\$ 1,440.00
12	Cost Estimate Review	6	0	0	0	\$ 1,200.00
	SUBTOTAL HOURS	81	0	246	8	335
	SUBTOTAL COSTS	\$16,200	\$0	\$20,910	\$480	\$37,590

EL PASO HEALTH DEPARTMENT
MCA CLINIC

4240 ALAMEDA AVENUE

Fee Proposal Breakdown

CARL DANIEL ARCHITECTS
305 LEON ST.
EL PASO TEXAS 79901

HOURLY RATES

Principal	\$200
Project Manager	\$150
CADD Operator	\$85
Clerical	\$60

[illegible]



EL PASO HEALTH DEPARTMENT
MCA CLINIC

4240 ALAMEDA AVENUE

Fee Proposal Breakdown

CARL DANIEL ARCHITECTS
305 LEON ST.
EL PASO TEXAS 79901

HOURLY RATES

Principal	\$200
Project Manager	\$150
CADD Operator	\$85
Clerical	\$60

	Task	Principal Hours	PM Hours	CADD Hours	Clerical Hours	Totals Costs
FINAL DESIGN (CONSTRUCTION DOCUMENTS) 25 CALENDAR DAYS						
1	Owner Review Meetings	8	1	4	8	\$ 2,570.00
2	In-House Coordination	15	0	10	0	\$ 3,850.00
3	Consultant Coordination	15	0	8	0	\$ 3,680.00
4	Final Specifications	20	0	0	20	\$ 5,200.00
5	CADD Drawings (45 Sheets)	20	0	120	0	\$ 14,200.00
6	Modular Furniture Coordination and Layout	6	0	12	0	\$ 2,220.00
7	Design Monitoring Report	6	0	0	0	\$ 1,200.00
8	Cost Estimate Review	4	0	0	0	\$ 800.00
	SUBTOTAL HOURS	94	1	154	28	277
	SUBTOTAL COSTS	\$18,800	\$150	\$13,090	\$1,680	\$33,720

**EL PASO HEALTH DEPARTMENT
MCA CLINIC**

4240 ALAMEDA AVENUE

Fee Proposal Breakdown

CARL DANIEL ARCHITECTS
305 LEON ST.
EL PASO TEXAS 79901

HOURLY RATES	
Principal	\$200
Project Manager	\$150
CADD Operator	\$85
Clerical	\$60

[illegible]

EL PASO HEALTH DEPARTMENT
MCA CLINIC

4240 ALAMEDA AVENUE

Fee Proposal Breakdown

CARL DANIEL ARCHITECTS
305 LEON ST.
EL PASO TEXAS 79901

HOURLY RATES

Principal	\$200
Project Manager	\$150
CADD Operator	\$85
Clerical	\$60

[illegible]

October 13, 2022

Carl Daniel Architects
305 Leon Street
El Paso, Texas 79901

Attention: Carl V. Daniel Jr., AIA, LEED AP, NCARB, CNU-a

Reference: New El Paso Health Department MCA Clinic

Dear Carl:

Moreno Cardenas Inc. (MCi) is pleased to submit this proposal to provide civil engineering design, bidding, and construction administration services for the New El Paso Health Department MCA Clinic project (the Project). The Project consists of constructing a new health clinic with an approximate 8,000 gross square foot area. The construction cost is estimated to be between \$2.8 Million to \$3 Million. The health clinic will be constructed next to an old fire station that is no longer in operation located at 4240 Alameda Avenue, El Paso, TX 79905. It is assumed this old fire station will be demolished to provide more room for the new health clinic improvements.

SCOPE OF WORK

MCi will provide civil engineering design services consisting of preparing plans and technical specifications for the Project. The design will also include water and wastewater services to the new building. MCi will assist Carl Daniel Architects (CDA) with preparing costs of civil engineering related items/improvements. MCi will schedule up to four (4) site visits which will be provided during design and construction phases of the project. MCi will provide bidding and construction administration services which tasks are described further in this proposal. MCi will perform the scope of services described above by completing the following tasks.

PROJECT MANAGEMENT

- Perform contract administration and management duties for the additional services described above, preparation of monthly progress reports and invoices.
- Perform QC/QA reviews on submittals/deliverables.

UTILITY/AGENCY COORDINATION

- Coordinate with utility companies that will service the new building. To include EPWater, El Paso Electric Company, Texas Gas Service, and telecommunication providers.
- Coordinate with stakeholders having jurisdiction over the project including, the City of El Paso, TxDOT, and the Medical Center of the Americas (MCA).

PROGRAMMING PHASE

- Assist CDA with due diligence services to determine site/civil engineering items required for the site. Obtain utility service letters, evaluate access (ingress and egress) to the site, determine required amount of parking and ADA compliant parking spaces, determine drainage requirements for the site, determine zoning requirements, and provide rough order of magnitude costs related to site/civil proposed improvements.

- Responses from the due diligence services described above will be provided to CDA in written narrative format along with associated exhibits in electronic format.
- Meet with team to receive review comments on the Programming Phase report.

Programming Phase services lump sum fee:\$3,000.00

SCHEMATIC DESIGN PHASE

- Prepare Schematic Design (SD) Phase drawings consisting of: Site Plan, Drainage Plan, Water and Sanitary Sewer Service Extension Utility Plan.
- Prepare SD outline technical specifications.
- Assist CDA with opinion of probable construction cost estimate for site/civil items.
- Submit electronic SD design documents to CDA in PDF format.
- Meet with team to receive review comments.

Schematic Design Phase services lump sum fee:\$5,000.00

DESIGN DEVELOPMENT PHASE

- Prepare Design Development (DD) Phase drawings consisting of: Site Plan, Grading Plan, Drainage Plan, Water and Sanitary Sewer Service Extension Utility Plan, Details, and Storm Water Pollution Prevention Plans.
- Prepare DD technical specifications.
- Assist CDA with opinion of probable construction cost estimate for site/civil items.
- Submit electronic DD design documents to CDA in PDF format.
- Meet with team to receive review comments.

Design Development Phase services lump sum fee:.....\$6,000.00

CONSTRUCTION DOCUMENTS PHASE

- Prepare Construction Document (CD) Phase drawings consisting of: Site Plan, Grading Plan, Drainage Plan, Water and Sanitary Sewer Service Extension Utility Plan, Details, and Storm Water Pollution Prevention Plans.
- Prepare CD technical specifications.
- Assist CDA with opinion of probable construction cost estimate for site/civil items.
- Submit electronic CD design documents to CDA in PDF format.
- Meet with team to receive review comments.
- Address final review comments, submit signed/sealed documents to CDA for permitting.
- Respond to comments received from reviewing entities and re-submit design documents to CDA for permit issuance.

Construction Document Phase services lump sum fee:\$11,500.00

BIDDING PHASE

- Prepare any necessary addenda to provide clarification responses to potential bidders questions.

Bidding Phase services lump sum fee:.....\$500.00

CONSTRUCTION ADMINISTRATION PHASE

- Participate with Architect in the pre-construction conference.
- Review contractor's submittals.
- Monitor the progress of work (number of site visits at the discretion of MCi, but not to exceed two visits).
- Make clarifications/interpretations of contract documents through RFI's/ASI's.
- Assist Architect with sitework change orders.
- Conduct substantial/final completion site visits.
- Prepare reproducible set of record (civil) drawings.

Bidding Phase services lump sum fee:.....\$4,000.00

Total lump fee:.....\$30,000.00

EXCLUSIONS

- Programming phase services.
- Surveying services.
- Geotechnical Engineering services.
- Dry utility (gas, electric, and telecommunication) design services.

We will follow the project schedule for the timely completion and submittal of our deliverables. We will bill you monthly for the above services and fees. The above financial arrangements are on the basis of prompt payment of our bills and the orderly and continuous progress of the Project. We will furnish additional services as you may request. Additional services will be charged on the basis of the attached schedule of Hourly Billing Rates and Reimbursable Costs. Services resulting from significant changes in scope, extent or character of the Project or major changes in documentation previously accepted by the client where changes, are due to cause beyond the control of MCi are considered Additional Services. We understand that a formal contract will be executed between both parties.

We look forward to working with you on this project. Please call me if you have any questions regarding this letter proposal.

Sincerely,



Mark Medina, P.E.

Project Manager

Vice President

New El Paso Health Department MCA Clinic - Proposal - 11Oct22(Revised 13Oct22)

Enclosures

MM



HOURLY BILLING RATES AND REIMBURSABLE COSTS

	<u>Classification</u>	<u>Hourly Rate</u>
1.	Principal Engineer	\$312.80
2.	Senior Project Engineer/Manager	\$169.66
3.	Project Manager	\$145.80
4.	Engineer V	\$143.15
5.	Engineer IV	\$137.84
6.	Engineer III	\$113.99
7.	Engineer I/II	\$90.13
8.	Associate PM	\$116.64
9.	Engineering Associate	\$100.73
10.	Designer	\$95.43
11.	Engineering Technician III	\$84.83
12.	Engineering Technician II	\$63.62
13.	Engineering Technician I	\$53.02
14.	Administrative/Accounting Manager	\$90.13
15.	Administrative/Accounting Assistant	\$58.32
16.	Business Development Manager	\$106.03
17.	IT Systems Administrator	\$84.83
18.	Runner/Clerk	\$47.72
19.	Resident Project Representative	\$100.73
20.	Expert Witness Preparation and Testimony	\$331.36

Reimbursable Costs

- | | |
|---|--------------|
| 1. Mileage: | \$0.625/mile |
| 2. Sub-consultants: | Cost x 1.10 |
| 3. All Direct Project Costs | Cost x 1.10 |
| 4. Other reimbursable costs as determined by Project Principal. | |

Proposal

October 10, 2022

Mr. Carl Daniel, AIA
CDA Architects
305 Leon Street
El Paso, TX 79901

RE: El Paso Health Department – MCA Clinic

Mr. Daniel,

We are pleased to submit our proposal herein for structural engineering services related to the above-referenced project. We understand that the proposed project is a clinic with a total area of approximately 8,000 square feet. The new clinic will be a two-story building.

Our services will include the preparation of construction documents (structural drawings and specifications), answering any RFI, review of shop drawings, and up to 5 visits to the project site during critical phases of construction.

The total fee for our services stated herein is \$ 11,200.00, which will be broken as follows:

Schematic Design Phase:	15%	\$ 1,680.00
Design Development Phase:	20%	\$ 2,240.00
Construction Documents Phase:	40%	\$ 4,480.00
Construction Phase:	25%	\$ 2,800.00
Total Basic Compensation:	100%	\$ 11,200.00

We look forward to working with you on this project. Please feel free to contact our office with any further questions or comments related to the scope of work and proposed fee.

Sincerely,

Manuel A. Levario

Manuel A. Levario, P.E.

May 17, 2022

Hugo Saldaña, AIA CNU-a
CDA ARCHITECTS

Re: Schedule of Hourly Rates

Dear Mr. Saldaña,

In response to your request, we are submitting herein our billing rate information.
If you have any questions, please do not hesitate to give us a call.

Principal PM	\$ 250
Project Engineer	\$ 150
Staff Engineer I	\$ 115
Staff Engineer II	\$ 100
Senior Drafting/BIM Coordinator	\$ 90
Drafting	\$ 75
Administrative	\$ 60

Very truly,

Manuel A. Levario

Manuel A. Levario, P.E.
President



October 10, 2022

Carl Daniel, AIA
CDA Architects, Inc.
305 Leon St.
El Paso, TX 79901

SUBJECT: ENGINEERING FEE PROPOSAL FOR COEP MCA Clinic.

Dear Mr. Daniel:

Thank you for the opportunity to submit this proposal to provide consulting engineering services. This proposal describes our project understanding, Scope of our Work, and Proposed Compensation.

PROJECT UNDERSTANDING

It is our understanding that the City of El Paso intends to build a new 8,000 s.f. two story clinic at 4240 Alameda Ave. in El Paso, Texas. Currently there is a Fire Station on site, which maybe demolished. This is based on RFQ Solicitation Number #2022-0972 and email sent to us on October 10, 2022. The design phase will be broken into Schematic Design, Preliminary Design (50% Complete), Pre-Final Design (90% Complete), and Final Design (100% Complete). This fee proposal is for Mechanical and Plumbing Engineering Design Basic Services.

We understand that the site for the new facility has adequate utilities available, and Alegro Engineering will coordinate with Texas Gas Service and El Paso Water Utilities the services for the future building.

SCOPE OF OUR WORK

Assumptions regarding our scope of work:

- Our systems design maybe generated in MEP AutoCAD or REVIT at our discretion. If we choose REVIT, the 'model' will only be accurate to a 2-dimensional level. The model will not be intended to be used for generation of three-dimensional construction drawings.
- The project is anticipated to be a single design package.
- Design of Mechanical and Plumbing Systems.
- Design will be based on the Schematic Design developed scope, with no major changes in scope or system approach.
- There is no foodservice requirement in this project.
- The work will be issued for bid and that bidders (both contractor and subcontractors) will be qualified to perform the work.
- We will develop an "Opinion of Probable Construction Cost" made on the basis of our professional judgment and experience. We make no warranty express or implied, that bids or the negotiated cost will not vary from the "Opinion of Probable Construction Cost". Alegro Engineering, LLC has no control over the cost or availability of labor, equipment, or materials, over market conditions or the Contractor's method of pricing.

Schematic Design

- Preliminary calculations to determine overall capacities of HVAC and plumbing needs.
- Narrative describing systems and approach for mechanical and plumbing systems.
- Opinion of Probable Construction Cost based on cost/square foot using Costworks 2022/2023 (RS Means Construction Cost Data software).



- Participation in Owner's Review if required.
- **Preliminary Design (50% Construction Documents)**
- Based on the Owner's approval of the Schematic Design Documents and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, we will prepare Design Development Documents for the Owner's approval. The Design Development Documents shall illustrate and describe the development of the approved Schematic Design Documents and shall consist of drawings and other documents including plans, sections, elevations, typical construction details, and diagrammatic layouts of building systems to fix and describe the size and character of the Project as to mechanical and electrical systems, and such other elements as may be appropriate.
- Cut-sheets for Basis of design of Proposed Plumbing and Electrical Fixtures, and Air Conditioning Equipment.
- Update the Opinion of Probable Construction Cost

Pre-Final Design (90% Construction Documents)

- Based on the Owner's approval of the Preliminary Design Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, we will prepare Construction Documents for the Owner's approval.
- Location and installation details for the new equipment and systems showing piping, ductwork, controls, plumbing, power, lighting, special systems, Fire Alarm System, and building fire protection systems if required (performance specifications).
- Design of Fire Alarm System.
- Telecommunication and Special Systems: Design of raceway, pathway and infrastructure to support the project's telecommunication and special systems. This design is limited to conduits, boxes, cable tray, line voltage, backboards and grounding connections.
- Update the Opinion of Probable Cost.

Final Design (100% Construction Documents)

- Based on the Owner's approval of the Pre-Final Design Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, we will prepare Final Design Documents.

Bidding and Negotiation Services

- Assistance with project team in bidding/negotiation of the Mechanical and Plumbing construction work.

Construction Period Services

- Shop drawing review, and a maximum of twelve (12) site visits during appropriate stages for observation of construction work, including final site visit with final punch list and punch list verification. Construction Administration services beyond proposed will be handled as additional services and charged hourly.
- Review of MEP record drawings and project closeout documents prepared by the Contractor.

Exclusions

- Design of utility system improvements or expansion.
- Extensive representation on site or commissioning of MEP systems. Commissioning might include but not be limited to the following: Detailed systems operation verification ; point-by-point control/wiring systems checkout ; verification of compliance with design criteria ; assisting Owner and Contractor in critical path start-up; assisting User with performance verification; proactive conflict resolution; and maintenance staff training.



- Detailed computer analysis of existing mechanical equipment and piping, distribution systems in order to determine their capabilities to serve proposed new facilities.
- Computerized energy analysis and/or life cycle cost studies or system alternatives.
- Design and analysis of site drainage or landscape irrigation system.
- Design of piping and head lay-out for building sprinkler fire protection systems.
- Structural Engineering design and/or details associated with the support of mechanical, electrical and plumbing systems (for example, light pole supports, concrete housekeeping pads, support structures for cooling towers or other ground mounted equipment, seismic support for piping, conduit and equipment, or other supports not specifically listed but needed for installation or code compliance.
- Preparation of reports or studies for additional work typically included as "Additional Services" in the standard AIA Agreement between Architect and Consultants.
- Plotting drawings on Mylar for any submission such as final construction documents, record sets, etc. If required, the cost of Mylar shall be submitted as a reimbursable expense.
- Providing services in connection with evaluating substitutions proposed by the Contractor and making subsequent revisions to drawings, specifications, and other documents resulting therefrom.
- Services associated with LEED or Green Globes certification such as energy studies, daylight modeling, water savings estimates, and other tasks typically associated with assisting in submitting for LEED or Green Globes compliance. Such services are available as additional services.
- Design Services due to change orders requested by the Owner or Architect.
- Economic Analysis.

CONDITIONS OF AGREEMENT

- Any incentives clauses for the design team or contractor shall be disclosed at the time they are established. The design team shall be fully informed of such clauses and given the opportunity to participate if success of meeting the incentive clause requires additional effort on our part.
- Contingency Provision: The Architect and the Owner agree that certain increased costs and changes may be required because of possible omissions, ambiguities or inconsistencies in the drawings and specifications prepared by the Alegro Engineering, and therefore, that the final construction cost of the Project may exceed the estimated construction cost. The Owner agrees to set aside a reserve amount of 2-3% within industry standards percent of the Project construction costs as a contingency to be used, as required, to pay for any such increased costs and changes. The Owner further agrees to make no claim by way of direct or third-party action against Alegro Engineering or its sub consultants with respect to any increased costs within the contingency because of such changes or because of any claims made by the Contractor relating to such changes.
- Current conditions in the world due to natural disasters, political unrest or other economics may impact the project's construction cost beyond the design professional's control. The results of such unforeseen and unpredictable situations may adversely affect the cost of building materials as well as the overall cost of construction when related to energy costs. In today's extremely volatile climate **we can no longer be responsible for projects bidding within estimates of probable construction cost and therefore do not assume the liability to redesign a project when it bids under/over budget due to such unforeseen events.** These events often occur quickly and unexpectedly thus affecting the cost of construction immediately. Therefore estimates of probable construction costs cannot be determined with any accuracy for any period in the future. We therefore do not agree to comply with the typically used requirement that the design professional will redesign the project if it bids below/above the budget. We recommended the Owner acquire an independent construction cost estimating professional to provide advice and recommendations related to the probable construction cost of the project and the potential impact of world events. The Opinion of Probable Construction Cost is made on the basis of our professional judgment and experience. Alegro Engineering makes no warranty express or implied, that bids or the negotiated cost of the work will not vary



- from the Opinion of Probable Construction Cost. Alegro Engineering has no control over the cost or availability of labor, equipment or materials, over market conditions or the Contractor's method of pricing.
- Should the project design schedule be delayed for any reason, for longer than 90 days, an additional service fee will be required. This may include services to assess implications of construction costs, possible resulting design changes, possible code changes, and to reorganize the design team to refamiliarize the team with the project.
 - The premise of this agreement is that the prime consultant (Architect) is adequately insured for professional liability and is therefore liable for their portion of the work.
 - Neither the professional activities of Alegro Engineering, nor the presence of Alegro Engineering or its employees and sub-consultants at a construction/project site, shall relieve the General Contractor of its obligations, duties, and responsibilities including, but not limited to, construction means, methods, sequence, techniques, or procedures necessary for performing, superintending, and coordinating the Work in accordance with the contract documents and any health or safety precautions required by any regulatory agencies. Alegro Engineering, LP and its personnel have no authority to exercise any control over any construction contractor or its employees in connection with their work or any health or safety programs or procedures. The Client agrees that the General Contractor shall be solely responsible for jobsite safety, and warrants that this intent shall be carried out in the Client's contract with the General Contractor. The Client also agrees that the Client, Alegro Engineering, LP, and our sub-consultants shall be indemnified by the General Contractor and shall be made additional insureds under the General Contractor's policies of general liability insurance.
 - Payment is due within thirty (30) days of the invoice date. Late payments shall accrue interest charges of 2.0% per month on the unpaid balance. Legal fees incurred in collecting past due amounts shall be reimbursed to Alegro Engineering, L.P. In addition, if bills are not paid within 45 days, the engineer may, after giving seven (7) days notice, suspend services under this agreement until payment has been made to engineer for all amounts past due. If collection of payments due are required architect/owner shall be subject to any collection and/or attorney fees associated with recovery of payments due.

STANDARD OF CARE

- The Design Professional's services shall be performed in a manner consistent with that degree of skill and care ordinarily exercised by practicing design professionals performing similar services in the same locality, at the same site and under the same or similar circumstances and conditions. The Design Professional makes no other representations or warranties, whether expressed or implied, with respect to the services rendered hereunder. The Design Professional shall exercise usual and customary professional care in its efforts to comply with applicable codes, regulations, laws, rules, ordinances, and such other requirements ("Laws") in effect as of the date of execution of this Agreement. It is understood, however, that various Laws are subject to varying and sometimes contradictory interpretation. The Design Professional shall exercise its professional skill and care consistent with the generally accepted standard of care to provide a design that complies with such Laws. The Design Professional cannot warrant that all documents issued by it shall comply with said Laws."

COMPENSATION

We propose to provide the indicated services on the following fee basis:

Lump sum fee:

Mechanical and Plumbing Basic Services: \$ 50,000.00

Compensation for additional services shall be determined by the actual man-hours expended under the terms of the attached rate schedule dated January 2022.



BILLING AND PAYMENT

Invoices will be submitted on a monthly basis during design and construction based on the percentage of design completion. The total fee shall be proportioned to the phases of the project according to the following schedule:

Preliminary Design	25%
Pre-Final Design	35%
Final Design	15%
Bidding and Negotiation	5%
Construction phase	20 %

Payment is due within thirty (30) days of the invoice date. Late payments shall accrue interest charges of 2.0% per month on the unpaid balance. Legal fees incurred in collecting past due amounts shall be reimbursed to Alegro Engineering, LLC. In addition, if bills are not paid within 45 days, the engineer may, after giving seven (7) days notice, suspend services under this agreement until payment has been made to engineer for all amounts past due.

Thank you for the opportunity to submit the proposal. We look forward to working with you on this interesting and challenging project. Please contact us if you wish to discuss any aspect of this proposal.

Sincerely,

Refando Legarreta, P.E.
Managing Partner

10/13/2022

Date:

FEE PROPOSAL ACCEPTED BY:

Accepted on this _____ day of _____, 2022

CDA

Carl Daniel, AIA

NOTE: This proposal is good for Fifteen days after date issued.

22-38 COEP – MCA Clinic



**MECHANICAL AND PLUMBING ENGINEERING SERVICES
RATE SCHEDULE
EFFECTIVE JANUARY 2022**

JOB DESCRIPTION	RATE
PRINCIPAL	\$ 240.00
SENIOR MECHANICAL ENGINEER	\$ 200.00
PROJECT ENGINEER/PROJECT MANAGER	\$ 145.00
DESIGNER/GRADUATE ENGINEER/EIT	\$ 120.00
COST ESTIMATION (OPINION OF PROBABLE CONSTRUCTION COST)	\$ 110.00
BIM/CAD TECHNICIAN	\$ 95.00
ADMINISTRATIVE ASSISTANT (CLERICAL)	\$ 90.00



October 12, 2022

Carl Daniel, AIA
CDA Architects
305 Leon Street
El Paso, TX 79901

Reference: City of El Paso Health Department MCA Clinic

Dear Mr. Daniel:

I am pleased to present Bath's proposal for the design of electrical systems for the City of El Paso Health Department MCA Clinic. The project will consist of demolition of an existing building on site and new construction of an 8,000 Sf Clinic.

Bath proposes to perform professional engineering services as follows:

Basic Services

- Perform a visual field survey of existing site electrical and tel/data distribution systems.
- Develop site demolitions drawings.
- Coordinate with El Paso Electric for new electrical service.
- Coordinate with City of El Paso Tel/IT department and communications providers to extend new communications services to new building.
- Design electrical power, HVAC power, interior lighting, site lighting, and lighting controls for new building.
- Will provide rough-in and power for IT cabling, Card access, Audio Visual and other special systems.
- Server/IT room, CCTV, and Audio Visual equipment layouts, hardware, horizontal and backbone network cabling if required shall be defined and provided by Department IT staff.
- Design Fire Alarm layout and develop performance specification.
- If prewired furniture will be installed, wiring type (number of conductors) and layouts shall be provided to Bath by others prior to the SD submittal phase.
- Develop electrical specifications
- Submit electrical drawings and specifications in PDF format at the SD (Preliminary 50%), DD (Prefinal 75%) and 100% CD (Final), milestones.
- Bath will answer questions during bidding and will prepare addenda.
- During the construction phase, Bath will review submittal data and answer RFI's, perform substantial completion and final punch list.
- Develop record drawings incorporating contractors redlined as-builts.

Exclusions

Services not itemized above as Basic Services are not included in the fee below. We would be pleased to submit proposals for the Additional Services. Additional services include but not limited to:

- Exploratory demolition and investigation of existing utilities
- Changes of partial or completed designs due to change of project scope
- Design of special systems not indicated above
- Generator emergency power design
- Construction cost estimating
- LEED modeling or life cycle cost analysis
- Construction administration or site visits during construction.

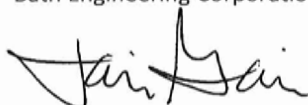
We offer to perform the above basic services for lump sum fee as follows:

SD (Preliminary 50%)	\$15,000
DD (Prefinal 75%)	\$ 7,500
CD (Final 100%)	\$ 7,500
Bidding	\$ 500
Const. Admin	<u>\$ 5,000</u>
Total	\$ 35,500

We look forward to working with you on this project.

Sincerely,

Bath Engineering Corporation



Javier Garcia, P.E.
Vice President



BILLING RATE SCHEDULE JANUARY 1, 2021

Position	Rate
Principal	\$200
Sr. Engineer	\$195
Engineer IV	\$185
Project Manager	\$175
Engineer III	\$165
Engineer II	\$150
Engineer I	\$135
Sr. Designer	\$165
Designer III	\$150
Designer II	\$135
Designer I	\$125
CAD Technician	\$80
CAD Operator	\$70
Commissioning Manager	\$195
Commissioning Engineer	\$150
Commissioning Technician	\$135
Construction Representative	\$145
Administrative Assistant	\$80

TERMS

1. Bath Group, Inc. dba Bath Engineering Corporation and Bath Commissioning Corporation corporate offices are located at 4110 Rio Bravo, Suite 102, El Paso, Texas 79902. Its New Mexico office is located at 5345 Wyoming NE, Suite 201, Albuquerque, NM 87109 and its Corpus Christi office is located at 5656 South Staples St. Suite 110, Corpus Christi, TX 78411.
2. Registration numbers:
 - Federal Tax Identification Number: 74-2818105.
 - Texas Engineering Firm Number is F-829
 - New Mexico CRS: 03-190465-00-3
 - New Mexico Employer: 27-5279-1
3. The above billing rates are burdened; that is, they include labor-related taxes and insurances, fringe benefits, overhead, and profit. Bath reserves the right to increase the rates after giving thirty days written notice; however, such modifications shall not result in increases in excess of the increase in the annual Consumer Price Index for the South Region for urban consumers (CPI-U) as published by the U.S. Department of Labor Bureau of Labor Statistics. The rates above do not include gross receipts, sales, use, or other such taxes.
4. Overtime hours are billed at the above rates plus fifty percent. Overtime is defined as work in excess of nine hours per day Monday through Thursday and 4 hours on Friday, in excess of forty hours per week, on weekends, and on holidays.
5. Time charges for driving to the client's site begin when Bath's employee leaves Bath's office and end when he returns to Bath's office.
6. Reimbursable expenses (including by way of example but not limitation: air travel, car rental, lodging, long distance, reproduction, special insurance, procured materials and equipment, leased equipment, freight and delivery service, international bridge fees and postage) are billed at Bath's cost plus ten percent. Subcontractors and subconsultants are billed at Bath's cost plus ten percent. Automobile travel in company or employee owned vehicles is charged at Bath's standard mileage rate then in effect (may not equal the IRS rate). Billing rates for special software, computers, etc. will be determined on a case-by-case basis.
7. Bath's total liability on any claim, whether in contract, tort (including negligence of any degree), or otherwise arising out of, connected with, or resulting from Bath's work shall not exceed the lesser of ten thousand dollars or ten percent of the fee which Bath actually receives for that portion of the work which gives rise to the claim. In no event shall Bath be liable for consequential damages. Should the client find the aforesaid limitation unacceptable, an equitable fee adjustment to absorb Bath's increased risk can be negotiated before work commences. Notwithstanding the foregoing, Bath's client shall hold it harmless from all claims related to asbestos and hazardous waste.
8. Bath shall indemnify and hold its client harmless from and against any claim asserted by any person or entity (other than an officer, director, employee or agent of the client) arising solely out of Bath's negligent acts, errors or omissions, subject to the limitations and exclusions contained in the preceding paragraph. The client shall indemnify and hold Bath harmless from and against any claim asserted by any person or entity arising solely out of the client's negligent acts, errors or omissions. To the fullest extent permitted by Laws and Regulations, a party's total liability to the other party and anyone claiming by, through, or under the other party for any cost, loss, or damages caused in part by the negligence of the party and in part by the negligence of the other party or any other negligent entity or individual, shall not exceed the percentage share that the party's negligence bears to the total negligence of Client, Bath, and all other negligent entities and individuals.
9. Bath will not be responsible for the client's, construction contractors' and/or owner's means, methods, techniques, sequences or procedures of construction, or safety precautions and programs incident thereto.
10. Copies of Bath's certificate of insurance will be provided upon request.

FEE PROPOSAL FOR LANDSCAPE ARCHITECTURE FOR EL PASO HEALTH DEPARTMENT MCA CLINIC

THE DRY LAND | Landscape Architecture
110 Montecillo, Suite 1C
El Paso, Texas 79912

10 | 10 | 22

Carl V. Daniel Jr.
CDA Architects
305 Leon Street
El Paso, Texas 79901

Dear Mr. Daniel:

1.0 SCOPE OF WORK

The proposed scope of work is the landscape design for a new facility for the El Paso Health Department MCA Clinic, located at 4240 Alameda Ave., in central El Paso. Proposed landscape improvements will be designed to satisfy the City of El Paso's Landscape Ordinance. Design work includes, and is limited to, the design of trees, shrubs, landscape rock, boulders, edging and irrigation.

2.0 STAGES OF WORK

The stages of work include the following:

- o 60% landscape plans
- o 90% landscape plans
- o 100% landscape plans
- o Specifications for proposed landscape improvements
- o Cost estimate of proposed landscape improvements provided at each phase of design
- o Bidding Assistance
- o Construction Administration to include one site visit with accompanying punch list, Submittal and RFI responses

3.0 FEE

The fee is \$6,120, broken down as follows:

Phase	Role	Hours	Hourly Rate	Fee
60% PS&E	Principal / Landscape Architect	2	\$ 150	\$ 300
	Project Manager / Landscape Designer	6	\$ 90	\$ 540
	CAD Drafter	18	\$ 60	\$ 1,080
60% PS&E Fee				\$ 1,920
90% PS&E	Principal / Landscape Architect	2	\$ 150	\$ 300
	Project Manager / Landscape Designer	6	\$ 90	\$ 540
	CAD Drafter	18	\$ 60	\$ 1,080
90% PS&E Fee				\$ 1,920
100% PS&E	Principal / Landscape Architect	1	\$ 150	\$ 150
	Project Manager / Landscape Designer	5	\$ 90	\$ 450
	CAD Drafter	14	\$ 60	\$ 840
100% PS&E Fee				\$ 1,440
Bidding + CA	Principal / Landscape Architect	2	\$ 150	\$ 300
	Project Manager / Landscape Designer	6	\$ 90	\$ 540
B + CA Fee				\$ 840
TOTAL FEE				\$ 6,120

Invoices are rendered at the completion of each stage of work and are due within 45 days.

4.0 ADDITIONAL SERVICES

Please note that the fee includes three submissions maximum. Additional redesign based on additional revised site plans or factors outside our control will be viewed as an additional service. Additional services also include revisions to the design requested after approval to proceed has been given.

Assuming you find this proposal satisfactory, please sign below where indicated and return.

Regards,

Jonathan Matthews | RLA, LI, SITES AP, LEED Green Associate
THE DRY LAND
915 887 7893
jonathan@thedryland.com

.....
Approved by Carl V. Daniel Jr. on behalf of CDA Architects

X _____

Date _____

ISSUING THE DRY LAND DIGITAL FILES OF THE SITE PLAN SO THAT THE DRY LAND CAN BEGIN DESIGN
WILL CONSTITUTE ACCEPTANCE OF THIS PROPOSAL, EVEN IF THE PROPOSAL IS NOT SIGNED.

THE DRY LAND

FEE PROPOSAL FOR LANDSCAPE ARCHITECTURE FOR EL PASO HEALTH DEPARTMENT MCA CLINIC

THE DRY LAND | Landscape Architecture
110 Montecillo, Suite 1C
El Paso, Texas 79912

10 | 10 | 22

Carl V. Daniel Jr.
CDA Architects
305 Leon Street
El Paso, Texas 79901

Dear Mr. Daniel:

In regard to the hourly rates for the El Paso Health Department MCA Clinic project, our hourly rates for landscape architectural services are as follows:

- o Principal / Landscape Architect - \$150 per hour
- o Project Manager / Landscape Designer - \$90 per hour
- o Drafter - \$60 per hour

Please feel free to reach out if there are any additional questions.

Regards,



Jonathan Matthews | RLA, LI, SITES AP, LEED Green Associate
THE DRY LAND
915 887 7893
jonathan@thedryland.com

Fee Proposal



DATE: 10/13/2022
 CLIENT: Carl Daniel Architect
 PROJECT: City of El Paso Clinic
 LOCATION: El Paso, TX

DESCRIPTION: *Tenant Improvement Cost Estimating for Civil, Structural, Architectural and MEP systems for a new 8000 SF building. Travel is excluded.*

SUBMITTALS:

S1: Schematic Design Phase
 S2: Design Development Phase
 S3: Construction Documents Phase
 S4: Change Order Analysis, based on 10 total
 S5:

FEES:

PRINCIPAL
 SENIOR ESTIMATOR
 ESTIMATOR
 JUNIOR ESTIMATOR

	RATE	S1	S2	S3	S4	HRS	AMOUNT
PRINCIPAL	\$143.00	16	20	24	40	100	\$14,300.00
SENIOR ESTIMATOR	\$139.00	24	32	32		88	\$12,232.00
ESTIMATOR	\$88.00	32	36	40		108	\$9,504.00
JUNIOR ESTIMATOR	\$67.00	16	16	24		56	\$3,752.00
TOTAL							
HOURS		88	104	120	40	352	
AMOUNT		\$9,512.00	\$11,548.00	\$13,008.00	\$5,720.00		\$39,788.00

REIMBURSABLES: \$0.00 \$0.00 \$0.00 \$0.00 \$0.00

SUBTOTAL, FEES/EXPENSES \$9,512.00 \$11,548.00 \$13,008.00 \$5,720.00 \$39,788.00

NM Gross Receipts Tax 0.000% \$0.00 \$0.00 \$0.00 \$0.00 \$0.00

TOTAL PROPOSED FEE: \$9,512.00 \$11,548.00 \$13,008.00 \$5,720.00 \$39,788.00

Proposal is valid for a period of 12 months from the above date.

4600A Montgomery NE, Suite 202, Albuquerque, NM 87109

505-883-7990 fax 505-212-0102

Barragan And Associates Inc.

10950 Pellicano Dr., Building "F", El Paso, Texas 79935 Ph. (915) 591-5709 Fax (915) 591-5706

October 17, 2022

Carl Daniel
CDA - Carl Daniel Architects
305 Leon Street
El Paso, TX 79901
Tel: 915-532-2700
www.carldaniellarchitects.net

Project: 4240 Alameda – Boundary, Topographic and Improvement Survey

Carl Daniel,

In response to your request, we are pleased to submit this letter which constitutes our proposal for the desired surveying services for the subject project. The scope of services for this project is described by the following outline:

SCOPE OF SERVICES

- A. Perform a boundary survey within lots 24-30, Block 1, Tobins Second Subdivision on 4240 Alameda. (Including the southern portion of the property)

\$ 4,500.00 plus tax

- B. Perform a Topographic and Improvement Survey within lots 24-30, Block 1, Tobins Second Subdivision on 4240 Alameda. (Including the southern portion of the property)

\$ 6,500.00 no tax

"Exemptions"

The following is excluded unless otherwise requested; ALTA Survey, Category 1A, Title commitment, representation through the Federal, State, City and County agencies, submittal fees, soils testing and investigation, elevation certificate, recording fees, construction staking, and any other item not specifically listed in the above Scope of Services.

Barragan & Associates Inc. proposes the above scope of services in the sum of \$ ^{11,000.00} ~~11,371.25 tax included where applicable and if applicable~~. If this proposal meets with your approval, please indicate acceptance by signing in the space provided below and returning one signed copy to us. We appreciate the opportunity to submit this proposal and hope to work with you on this project. If you have any questions, please call us.

Sincerely,

Daniel Barragan
dbarragan@bnainc.net

Authorization to Proceed:

Accepted By: _____ Date: _____



4606 Titanic Avenue
El Paso, Texas 79904
Ph. (915) 771-7766
Fx. (915) 771-7786

Construction Materials Testing
Geotechnical Engineering
Environmental Site Assessments
Forensic Analysis /Testing

October 19, 2022

AASHTO Accredited



Validated

US Army Corps
of Engineers

CDA Architects
305 Leon Street
El Paso, Texas 79901

Attn.: Mr. Carl V. Daniel, Jr. AIA, LEED AP, NCARB
Principal

Re: Proposal for General Geotechnical Subsurface Soils Evaluation
Proposed City of El Paso Medical Center Project
El Paso, El Paso County, Texas
CQC Proposal No. PGCQC22-081

Dear Mr. Daniel:

In response to your request, CQC Testing and Engineering, L.L.C. (CQC) is pleased to provide **CDA Architects (Client)** with this proposal to conduct a general geotechnical subsurface soils evaluation for the above referenced project. We thank you for providing our firm an opportunity to provide professional geotechnical consulting services on this City of El Paso (CoEP, Owner) project. This proposal presents our understanding of the project, our proposed scope of services, our estimated lump sum fees, and our standard terms and conditions associated with our services on this project.

I. General Project Description

Based on general information and an aerial photograph provided by our Client, we understand that the proposed project shall consist of the design and construction of a potential multi-story building to be located at 4240 Alameda Avenue in El Paso, El Paso County, Texas. We understand that the building shall be a multi-story structure with an approximate footprint of 8,000 square feet. We anticipate that the building shall include metal roof system supported by steel columns and walls shall be formed with metal stud framing with exterior EIFS finishes. Site work is anticipated to include curbing, sidewalks, landscaping and driveway and parking areas. It is our understanding that the northwest corner of the site is currently occupied by a CoEP fire station and may be demolished and removed in entirety to accommodate the construction of the new medical center.

Structural loads were not available at the time this proposal was submitted to our Client; therefore, we have considered that the proposed new structure shall create relatively moderate loads to be carried by the selected foundation system. It is anticipated that drilled shaft pier foundation system shall be preferred by our Client for a multi-story building concept.

Our specific objective of our scope of services shall be to generally evaluate the subsurface soil conditions within the general project site, collect subsurface soils information and conduct Standard Penetration Tests (SPT's) to evaluate the soil bearing resistance of the subsurface soils and develop geotechnical considerations to supplement the design of building foundation systems and pavement sections for the project.

II. General Requested Subsurface Exploration Evaluation

As requested, our proposed general subsurface soils evaluation shall consist of drilling a total of eight (8) vertical subsurface exploration borings to approximate depths ranging from 15 to 40 feet, each below the existing ground surface elevation at the time of our subsurface soils evaluation.

The following table lists the boring locations, number of borings and approximate exploration depths.

Boring Location	Number of Borings	Depth (feet)
Building	5	40
General Access Driveways and Parking Lot Areas	3	15

The borings shall be completed to the above mentioned depths or auger refusal, whichever is shallower. The borings shall be logged in the field by our geotechnical engineering technical staff. If groundwater or water seepage is immediately encountered during our field activities, the depth shall be recorded.

The borings shall be drilled in general accordance with standard procedures using a truck-mounted rotary-drilling rig utilizing hollow stem augers. We anticipate that it shall be necessary to core the existing pavement areas to provide a pilot hole for our borings. During our drilling activities SPTs, in accordance with ASTM procedures, shall be collected at discrete intervals to the maximum boring depths to estimate the relative field bearing capacity of the subsurface soils. In conjunction with our penetration tests, soil samples shall be collected using conventional split-spoon sampling techniques or as required based on the encountered soil conditions.

All collected soil samples from borings shall be properly identified with date, sample location, sample depth and penetration measurements. Representative portions of all obtained samples shall be sealed to prevent moisture loss and transported to our laboratory for further observation and engineering soil classification testing on selected soil samples.

At the completion of our field operations, each boring shall be backfilled with auger cuttings and firmly compacted at the ground surface elevation and within paved areas, shall be patched with concrete material to at least a depth of 12 below the existing asphalt and/or concrete surface elevation.

We respectfully request that our Client's land surveyor include our exploration boring locations within their scheduled survey points, so that we may report ground elevations and coordinates for each exploration boring, if required.

Client shall be responsible for securing any right of entry permits to perform our borings within private properties. We also respectfully request that the Client provide CQC with existing utility as-built drawings and/or information for the subject project site to reduce the potential of penetrating through underground utilities during our drilling and field activities.

CQC shall assist in locating the borings in the field and call Texas811 to request utility locates. However, it should be noted that typically the utility line locators will not mark utility lines within private property. As

a result, subsurface exploration borings shall not be performed in areas where utility lines are not appropriately marked or identified in the field to avoid a potential unsafe working condition for our employees. If this condition occurs, CQC shall meet with our Client to review the field conditions and relocate the soil borings, if necessary.

In order to further mitigate the potential of penetrating underground utilities at requested boring or relocated boring locations, a limited Ground Penetrating Radar (GPR) survey shall also be performed at the soil boring locations to aid in locating and identifying any existing underground utilities or any other underground features prior to our subsurface exploration described above. Our GSSI SIR 4000 control unit along with a 2.6 GHz antenna capable to evaluate subsurface anomalies to a depth of up to 5 feet depending on noise disturbance shall be utilized.

Our laboratory engineering soil classification tests shall be limited to soil moisture contents, plasticity index tests, sieve analysis tests, up to four (4) soil moisture-density relationship tests and up to two (2) soil California Bearing Ratio (CBR) tests performed in general accordance with applicable ASTM test procedures. Our engineering soil classification laboratory tests do not include chemical analysis of collected soil samples for environmental hazardous material assessment purposes.

III. Soils Evaluation Report and Schedule

At the completion of our soil exploration drilling activities, soil evaluation and engineering soil classification testing, a formal written report shall be prepared and provided to our Client. Our soils evaluation letter report shall provide a boring location plan, subsurface exploration boring logs, laboratory engineering soil classification test results, and geotechnical considerations to supplement the design of foundation system by the structural engineer and pavement sections by the civil engineer.

We anticipate that we may commence our drilling activities within fifteen (15) working days from our Client's written notice to proceed and once all the permits to enter the property have been secured by our Client and utility lines have been marked at the site at our proposed boring locations. An electronic pre-final review and comment report shall be provided within four (4) weeks after the completion of our field evaluation activities. An electronic PDF copy of the final report shall be provided once comments are received from our pre-final report submittal.

IV. Estimated Lump Sum Fee and Scope of Work Terms

We propose to provide the scope of work defined in this proposal for the estimated lump sum fee of **\$15,850.00**. Our estimated fee anticipates that the project area shall be accessible to our truck mounted drilling rig and support vehicles.

Our scope of work under this proposal does not include the following; topographic surveying services, delineation of buried materials and/or structures, a groundwater or water seepage study, sink hole study, landslide study, global slope stability of the site, preparation of engineering plans, bid specifications, engineering cost estimates, an environmental assessment of the project sites air, soil, water, site fault delineation and evaluation, delineation of subsurface flowing water either on or adjacent to the project site limits, the development of a dewatering plan, development of a trench safety plan, construction materials testing services during construction, an assessment of the potential impacts or distress to existing structures on or adjacent to the project site resulting from construction activities, and directing or controlling the means and methods utilized by contractors during the construction of the project. CQC and our Client shall have no liability for claims resulting from the contractor's selected means and methods of construction.

October 19, 2022
 CQC Proposal No. PTCQC22-081
Proposed City of El Paso Medical Center Project
 El Paso, El Paso County, Texas

AASHTO Accredited



Our services shall be performed in accordance with the scope of services described in this proposal. By approving this proposal, our Client agrees to retain our services for the above estimated fee and attached Standard Terms and Conditions, Sheet 1 of 1.

Our invoices are due and payable at 4606 Titanic Avenue, El Paso, Texas 79904. All parties hereby agree that this agreement upon acceptance will be performable in El Paso County, Texas. This document and any information contained herein shall not be disclosed and shall not be duplicated or used in whole or in part for any purpose other than to evaluate this proposal. This proposal is valid for a period of up to 60 days. CQC reserves the right to reevaluate our proposal beyond the referenced period. Again, we appreciate the opportunity to submit this proposal. Should you have any questions or comments regarding this proposal, please feel free to contact us.

Respectfully Submitted,
CQC Testing and Engineering, L.L.C.
TBPE Firm Registration No. F-10632


 Carlos Saucedo, P.E.
 Operations Manager / Project Engineer
csaucedo@cqceng.com


 Jaime Rojas, P.E.
 President / Principal Engineer
jrojas@cqceng.com

Accepted Proposal Scope of Work, Stated
 Exclusions and Standard Terms and Conditions.
Authorized Client Representative

Signature: _____

Date: _____

Print Name/Title: _____

Company Name: _____

Address: _____

City, State: _____

Phone Number: _____

Copies: 1.) Above Addressee – 1 copy by e-mail (cdaniel@cdaelpaso.com)
 2.) Standard Terms and Conditions, Sheet 1 of 1

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Standard Terms and Conditions

4606 Titanic Avenue
El Paso, Texas 79904
Ph. (915) 771-7766
Fx. (915) 771-7786

193

1. **Performance of Services:** Consultant (CQC Testing and Engineering, L.L.C.) shall perform the service outlined in the attached proposal number **PGCQC22-081** in consideration of the stated service fees and payment terms.

Project Name: Proposed City of El Paso Medical Center

Client Name: CDA Architects

2. **Invoicing and Payment:** The Client agrees to pay Consultant for the scope of services described in the referenced proposal. Invoices for the Consultant services will be submitted either at the completion of the project or on a monthly basis. Invoices shall be due and payable upon receipt. Accounts unpaid 30 days after the invoice date will be subject to monthly service fees of 5.0% per month, or the maximum legal rate, whichever is greater, on the unpaid balance. Accounts unpaid after 90 days after the invoice date may be subject to collection action and the Client shall pay all costs of collection, including reasonable attorneys' fees and clerical costs. If the client fails to make payment in accordance with the payment terms herein, this shall constitute a material breach of this Agreement and shall be cause for termination of this agreement by Consultant. Payments of invoices shall not be subject to any discounts or set-off by the Client, unless agreed to in writing by Consultant. Payment to Consultant for services rendered and expenses incurred shall be due and payable regardless of any subsequent suspension or termination of this Agreement by either party.
3. **Indemnification:** The Client agrees, to the fullest extent permitted by law, to indemnify and hold harmless Consultant, his or her officers, directors, employees, agents, and sub-consultants from and against all damage, liability and cost, including reasonable attorneys' fees and defense cost, arising out of or in any way connected with the performance of the services under this Agreement, excepting only those damages, liabilities and costs attributable to the sole negligence or willful misconduct of the Consultant.
4. **Limitation of Liability:** In recognition of the relative risks and benefits of the Project to both the client and Consultant, the risks have been allocated such that the client agrees, to the fullest extent permitted by law, to limit the liability of Consultant to the client for any and all claims, losses, costs, damages or any nature whatsoever or claims expenses from any cause of causes, including attorneys' fees and costs and expert-witness fees and costs, so that the total aggregate liability of the Consultant to the Client shall not exceed \$1,000,000.00 for services rendered on the project. It is intended that this limitation apply to any and all liability or cause of action however alleged or arising, unless otherwise prohibited by law. For any damage on account of any error, omission, or other professional negligence, CQC's liability to Client, or to any third party, will be limited to a sum not to exceed our fees.
5. **Standard of Care:** In providing services under this Agreement, the consultant will endeavor to perform in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing in the same region under similar circumstances. Consultant makes no warranty; expressed or implied, as to its professional services rendered under this Agreement.
6. **Governing Law and Jurisdiction:** The Client and Consultant agree that this Agreement and any legal actions concerning its validity, interpretation and performance shall be governed by the laws of El Paso County, State of Texas.
7. **Dispute Resolution:** In an effort to resolve any conflicts that arise during the design and construction of the Project or following the completion of the Project, the Client and Consultant agree that all disputes between them arising out of or relating to this agreement or the Project shall be submitted to non-binding mediation unless the parties mutually agree otherwise.
8. **Certificate of Merit:** The Client shall make no claim for professional negligence, either directly or in a third party claim, against Consultant unless the client has first provided the Consultant with a written certification executed by an Independent Consultant currently practicing in the same discipline as Consultant and licensed in the State of Texas. This certification shall: a) contain the name and license number of the certified; b) specify each and every act or omission that the certified contends is a violation of the standard of care expected of a Consultant performing professional services under similar circumstances; and c) state in detail the basis for the certifier's opinion that each such act or omission constitutes such a violation. This certificate shall be provided to the Consultant not less than 30 days prior to the presentation of any claim or the institution of any binding arbitration or judicial proceeding.
9. **Ownership of Documents:** All reports, drawings, specifications, computer files, field data, notes and other documents and instruments prepared by the Consultant as instruments of service shall remain the property of the Consultant. Consultant shall retain all common law; statutory and other reserved rights, including the copyright thereto.
10. **Right of Entry:** The Client shall provide for the Consultant's right to enter the property owned by the Client and/or others in order for the Consultant to fulfill the Scope of Services included hereunder. Although Consultant will exercise reasonable care in performing its services, the Client understands that use of testing or other equipment may unavoidably cause some damage. The Client agrees, to the fullest extent permitted by law, to indemnify and hold harmless Consultant, its officers, directors, employees and sub-consultants (collectively, Consultant) against any damages, liabilities or costs, including reasonable attorney's fees and defense costs, arising or allegedly arising from procedures associated with testing or investigation activities or connected in any way with the discovery of hazardous materials of suspected hazardous materials on the property.
11. **OSHA Regulations:** Please note that our services do not include the observation, review and/or providing documentation of excavation condition depths and/or means and methods utilized by the general contractor and/or subs to perform the contractual scope of work required for this project. It is the general contractor's responsibility to assign a "competent" person to perform all necessary daily observations, documentation and reporting of all excavations and/or earthwork operations on the project per the current Occupational Safety and Health Administration (OSHA) regulations. CQC shall have no liability for the contractor's selected means and methods to perform the contractual scope of work under this contract.
12. **Underground Improvements:** The client will furnish Consultant information identifying the type and location on the site of underground improvements. The Client further agrees, to the fullest extent permitted by law, to indemnify and hold harmless Consultant its officers, directors, employees, and sub-consultants (collectively, Consultant) against any damages, liabilities or costs, including reasonable attorney's fees and defense costs arising or allegedly arising from subsurface penetration on the project site of from inaccuracy or incompleteness of information provided to the Consultant by the Client, except for damages caused by the sole negligence of the consultant.
13. **Scope of Services:** The Client agrees to the Scope of Services outlined in the referenced proposal. Services not set forth in the referenced proposal are excluded from the scope of Consultant services. Consultant assumes no responsibility to perform any services not specifically listed in the referenced proposal.

Client Authorized Signature: _____ **(Print Name/Title)** _____

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Carl Daniel Architects • 305 Leon Street, El Paso, Texas 79901

14 October 2022

Solicitation No. 2022-0972R

**Architect & Engineering Services
El Paso Health Department
MCA Clinic**

HOURLY RATES

Architectural Principal	\$200.00
Architectural Project Manager	\$150.00
Architectural CADD Tech.	\$ 85.00
Architectural Clerical	\$ 60.00

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

**OFFICE USE ONLY
CERTIFICATION OF FILING**
1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

Carl Daniel Architects
El Paso, TX United States

Certificate Number:
2022-942729

Date Filed:

10/10/2022

Date Acknowledged:

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

City of El Paso - Capital Improvement Department

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

Solicitation # 2022-0972R

Architect & Engineering Services - El Paso Health Department MCA Clinic

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	Daniel, Carl	El Paso, TX United States	X	
	Saldana, Hugo	El Paso, TX United States		X
	Franco, Steve	El Paso, TX United States		X

5 Check only if there is NO Interested Party.
☐
6 UNSWORN DECLARATION

My name is Carl V. Daniel Jr., and my date of birth is 10 February 1943.

My address is 6461 Via Aventura, El Paso, Texas, 79912, USA.
(street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in El Paso County, State of Texas, on the 10th day of October, 2022.
(month) (year)

Signature of authorized agent of contracting business entity
(Declarant)

DATE(MM/DD/Y 10/10/2022 96

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

PRODUCER HUB INTERNATIONAL INSURANCE SERVICES-CLIENT CONNECTION 800 S WASHINGTON ST VAN WERT, OH 45891	CONTACT NAME: KENDRA SMART PHONE: (866)391-4499 FAX: (800)736-7026 E-MAIL ADDRESS: ksmart@central-insurance.com INSURER(S) AFFORDING COVERAGE NAIC # INSURER A Central Mutual 20230 INSURER B Texas Mutual INSURER C INSURER D INSURER E INSURER F
INSURED CARL DANIEL ARCHITECTS 305 LEON ST EL PASO, TX 79901	

REVISION NUMBER

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC	Y	Y	8609102	3/15/2022	3/15/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS		Y	8609102	3/15/2022	3/15/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	UMBRELLA LIABILITY <input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$	Y	Y	8609103	3/15/2022	3/15/2023	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNERS/EXECUTIVE OFFICE/ MEMBER EXCLUDED? <input checked="" type="checkbox"/> (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			0001189094	3/15/2022	3/15/2023	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1000000.00 E.L. DISEASE - EA EMPLOYEE \$ 1000000.00 E.L. DISEASE - POLICY LIMIT \$ 1000000.00

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES
--

Certificate Holders are additional insured per the attached endorsements.

Subject to all of the terms, conditions, exclusions and definitions of the above referenced policies as issued by the carrier(s).

#2022-0972R Architect & Engineering Services – El Paso Health Department MCA Clinic

CANCELLATION

CITY OF EL PASO 218 N CAMPBELL ST EL PASO, TX 79901	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE <i>KENDRA SMART</i>

ACORD™

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

10/11/2022

197

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

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

PRODUCER USI Southwest 7600-C No. Capital of Tx Hwy. #200 Austin, TX 78731		CONTACT NAME: Debi Wylie PHONE (A/C, No, Ext): 512-651-4159 E-MAIL ADDRESS: debra.wylie@usi.com FAX (A/C, No): 610-537-2782	
INSURED Carl Daniel Architects, Inc. 305 Leon St. El Paso, TX 79901		INSURER(S) AFFORDING COVERAGE	
		INSURER A : XL Specialty Insurance Company	
		INSURER B :	
		INSURER C :	
		INSURER D :	
		INSURER E :	
		NAIC # 37885	

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y <input type="checkbox"/> N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Professional Liab Claims Made & Reported Pol			DPR9992582 Retro:09/01/89	04/24/2022	04/24/2023	\$2,000,000 per claim \$4,000,000 annl aggr.

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

RE: Project #2022-0972R Architect & Engineering Services - El Paso Health Department MCA Clinic.

CERTIFICATE HOLDER

CANCELLATION

City of El Paso
 218 N. Campbell Street
 El Paso, TX 79901

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

James E. Aminever

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Office of the Secretary of State

Certificate of Fact

The undersigned, as Secretary of State of Texas, does hereby certify that the document, Articles Of Incorporation for CARL DANIEL ARCHITECTS, INC. (file number 121514700), a Domestic For-Profit Corporation, was filed in this office on December 18, 1991.

It is further certified that the entity status in Texas is in existence.

In testimony whereof, I have hereunto signed my name officially and caused to be impressed hereon the Seal of State at my office in Austin, Texas on August 15, 2022.



A handwritten signature of John B. Scott, consisting of a stylized 'J' followed by a series of loops and a final 'm'.

John B. Scott
Secretary of State



**City Of El Paso
Purchasing & Strategic Sourcing Department**

Certification Regarding Terrorist Organizations & Boycotting of Israel

THIS IS AN OFFICIAL PURCHASING DOCUMENT – RETAIN WITH PURCHASE ORDER FILE

I, Carl V. Daniel Jr. (Full Name) the undersign representative of
Carl Daniel Architects (Company Name) (herein after referred as Vendor) hereby

Certifies that:

1. It is not a company identified on the Texas Comptroller's list of companies known to have contracts with, or provide supplies or services to, a foreign organization designated as a Foreign Terrorist Organization by the U.S. Secretary of State.
2. Vendor further certifies and verifies that neither Vendor, nor any affiliate, subsidiary or parent company of Vendor, if any (the "Vendor Companies"), boycotts Israel and Vendor agrees that Vendor and Vendor Companies will not boycott Israel during the term of this agreement. For purposes of this Agreement, the term "boycott" shall mean and include terminating business activities or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory. (See Texas Government Code Chapter 2270.002 and 2252.151-154.)



Signature

14 October 2022

Date

ATTACHMENT “C”
CONSULTANT’S BASIC AND ADDITIONAL SERVICES

For the “**EL PASO HEALTH DEPARTMENT MCA CLINIC**” 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 connection with such services; and (3) If concurred with and authorized by the Owner, provide, procure, or assist in procuring such Additional Services.

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 “**EL PASO HEALTH DEPARTMENT MCA CLINIC**”, hereinafter referred to as the Project, the Owner will compensate the Consultant an amount not to exceed **\$384,538.00** for all Basic Services and reimbursables noted within the Agreement and its attachments.

PAYMENT SCHEDULE

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

Payment to Consultant

The compensation for each task is described in Attachment “A”. Payment shall be made on a monthly basis, 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.

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**

ACORD™

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

10/11/2022

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

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

PRODUCER USI Southwest 7600-C No. Capital of Tx Hwy. #200 Austin, TX 78731	CONTACT NAME: Debi Wylie PHONE (A/C, No, Ext): 512-651-4159 E-MAIL ADDRESS: debra.wylie@usi.com		FAX (A/C, No): 610-537-2782
	INSURER(S) AFFORDING COVERAGE INSURER A : XL Specialty Insurance Company		NAIC # 37885
INSURED Carl Daniel Architects, Inc. 305 Leon St. El Paso, TX 79901	INSURER B :		
	INSURER C :		
	INSURER D :		
	INSURER E :		
	INSURER F :		

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.


INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y <input checked="" type="checkbox"/> N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Professional Liab Claims Made & Reported Pol			DPR9992582 Retro:09/01/89	04/24/2022	04/24/2023	\$2,000,000 per claim \$4,000,000 annl aggr.

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

RE: Project #2022-0972R Architect & Engineering Services - El Paso Health Department MCA Clinic.

CERTIFICATE HOLDER

CANCELLATION

City of El Paso 218 N. Campbell Street El Paso, TX 79901	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 

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Legislation Text

File #: 22-1453, Version: 1

CITY OF EL PASO, TEXAS
LEGISTAR AGENDA ITEM SUMMARY FORM

DISTRICT, DEPARTMENT, CONTACT INFORMATION:

Please choose District and Department from drop down menu. Please post exactly as example below.

No Title's, No emails. Please use ARIAL 10 Font.

All Districts

Purchasing and Strategic Sourcing, Claudia A. Garcia, (915) 212-1218

Animal Services Department, Terry K. Kebschull, (915) 212-8742

AGENDA LANGUAGE:

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

The linkage to the Strategic Plan is subsection 8.3: Enhance animal services to ensure El Paso's pets are provided a safe and healthy environment.

Request that the Purchasing & Strategic Sourcing Director is authorized to notify Vendors listed that the City is rescinding awarded Contract No. 2021-0046 Veterinary Medical Supplies, pursuant to the provisions and requirements of the Contract, and that the rescinding shall be effective as of the date this Resolution is approved.

1. Loren Hodges & Sons Inc. dba Longhorn Distribution
2. Lambert Vet Supply
3. Midwest Veterinary Supply, Inc.
4. Manuel Talamantes III dba El Paso Veterinary Supply
5. Butler Animal Health Holding Company, LLC dba Covetrus North America

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

AGENDA DATE: November 8, 2022
PUBLIC HEARING DATE: Not Applicable

CONTACT PERSON(S) NAME AND PHONE NUMBER:

Terry K. Kebschull, Animal Service Director (915) 212-8742
Claudia A. Garcia, Interim Director of Purchasing & Strategic Sourcing, (915) 212-1218

DISTRICT(S) AFFECTED: ALL

STRATEGIC GOAL: No. 8 – Nurture and Promote a Healthy, Sustainable Community

SUBGOAL: 8.3 – Enhance animal services to ensure El Paso's pets are provided a safe and healthy environment.

SUBJECT:

That the Purchasing & Strategic Sourcing Director is authorized to notify Vendors listed that the City is rescinding awarded Contract No. 2021-0046 Veterinary Medical Supplies, pursuant to the provisions and requirements of the Contract, and that the rescinding shall be effective as of the date this Resolution is approved.

1. Loren Hodges & Sons Inc. dba Longhorn Distribution
2. Lambert Vet Supply
3. Midwest Veterinary Supply, Inc.
4. Manuel Talamantes III dba El Paso Veterinary Supply
5. Butler Animal Health Holding Company, LLC dba Covetrus North America

BACKGROUND / DISCUSSION:

Price increase request was more than the allowed percentage by the contract.

SELECTION SUMMARY:

N/A

CONTRACT VARIANCE:

N/A

PROTEST

No protest received for this requirement.

PRIOR COUNCIL ACTION:

On December 15, 2020 City Council approved the award of contract 2021-0046 to Butler Animal Health Holding Company, LLC dba Covetrus North America, Manuel Talamantes, III dba El Paso Veterinary Supply, Lambert Vet Supply, Midwest Veterinary Supply, Inc. and Loren Hodges & Sons Inc, dba Longhorn Distributing for a three (3) year term and two (2) year-option to extend the contract for at total amount of \$980,054.82.

AMOUNT AND SOURCE OF FUNDING:

N/A

HAVE ALL AFFECTED DEPARTMENTS BEEN NOTIFIED? _X_ YES ___ NO

PRIMARY DEPARTMENT: Animal Services

SECONDARY DEPARTMENT: Purchasing & Strategic Sourcing

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

DEPARTMENT HEAD:


Terry K. Kebschull, Animal Services Director

2021-0046 Veterinary Medical Supplies

**COUNCIL PROJECT FORM
(Termination)**

*******POSTING LANGUAGE BELOW*******

Please place the following item on the **CONSENT AGENDA** for the Council Meeting of **November 8, 2022**.

STRATEGIC GOAL NO. 8: Nurture and Promote a Healthy, Sustainable Community

The linkage to the Strategic Plan is subsection 8.3: Enhance animal services to ensure El Paso's pets are provided a safe and healthy environment.

Request that the Purchasing & Strategic Sourcing Director is authorized to notify Vendors listed that the City is rescinding awarded Contract No. 2021-0046 Veterinary Medical Supplies, pursuant to the provisions and requirements of section 4.1 subsection 8 of the Contract - Termination for Convenience, and that the rescinding shall be effective as of the date this Resolution is approved.

1. Loren Hodges & Sons Inc. dba Longhorn Distribution
2. Lambert Vet Supply
3. Midwest Veterinary Supply, Inc.
4. Manuel Talamantes III dba El Paso Veterinary Supply
5. Butler Animal Health Holding Company, LLC dba Covetrus North America

RESOLUTION

WHEREAS, on December 15, 2020 the City of El Paso ("City") awarded Contract No. 2021-0046 Veterinary Medical Supplies to the following Vendors ("Vendors"):

1. Loren Hodges & Sons Inc. dba Longhorn Distribution
2. Lambert Vet Supply
3. Midwest Veterinary Supply, Inc.
4. Manuel Talamantes III dba El Paso Veterinary Supply
5. Butler Animal Health Holding Company, LLC
dba Covetrus North America

WHEREAS, the listed Vendors desire to terminate the Contract without cause and for convenience, pursuant to the provisions and requirements of section 4.1 subsection 8 of the Contract.

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

That the Purchasing & Strategic Sourcing Director is authorized to notify Vendors listed that the City is rescinding awarded Contract No. 2021-0046 Veterinary Medical Supplies, pursuant to the provisions and requirements of the Contract, and that the rescinding shall be effective as of the date this Resolution is approved.

APPROVED this _____ day of _____, 20____.

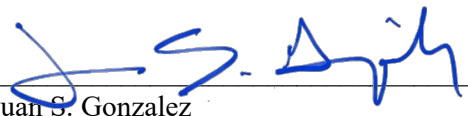
THE CITY OF EL PASO:

Oscar Leaser
Mayor

ATTEST:


Laura D. Prine
City Clerk

APPROVED AS TO FORM:



Juan S. Gonzalez
Senior Assistant City Attorney

APPROVED AS TO CONTENT:



Claudia A. Garcia, Interim Director
Purchasing and Strategic Sourcing



Legislation Text

File #: 22-1433, Version: 1

CITY OF EL PASO, TEXAS
LEGISTAR AGENDA ITEM SUMMARY FORM

DISTRICT, DEPARTMENT, CONTACT INFORMATION:

Please choose District and Department from drop down menu. Please post exactly as example below.

No Title's, No emails. Please use ARIAL 10 Font.

All Districts

Tax Office, Maria O. Pasillas, (915) 212-1737

AGENDA LANGUAGE:

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

Tax refund to El Paso Five Star Homes, Inc. dba Flair Homes Texas, in the amount of \$5,557.05 for an overpayment made on January 30, 2022 of 2021 taxes. (Geo. # C539-999-0100-5900). This action would allow us to comply with state law which requires approval by the legislative body of refunds of tax overpayments greater than \$2,500.00.

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

AGENDA DATE: November 8, 2022
PUBLIC HEARING DATE: N/A

CONTACT PERSON(S) NAME AND PHONE NUMBER: Maria O. Pasillas, (915) 212-1737

DISTRICT(S) AFFECTED: All

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

SUBGOAL: 6.11 Provide efficient and effective services to taxpayers

SUBJECT:

APPROVE a resolution / ordinance / lease to do what? **OR AUTHORIZE** the City Manager to do what?
Be descriptive of what we want Council to approve. Include \$ amount if applicable.

El Paso Five Star Homes, Inc. dba Flair Homes Texas, in the amount of \$5,557.05 for an overpayment made on January 30, 2022 of 2021 taxes. (Geo. # C539-999-0100-5900). This action would allow us to comply with state law which requires approval by the legislative body of refunds of tax overpayments greater than \$2,500.00.

BACKGROUND / DISCUSSION:

Discussion of the what, why, where, when, and how to enable Council to have reasonably complete description of the contemplated action. This should include attachment of bid tabulation, or ordinance or resolution if appropriate. What are the benefits to the City of this action? What are the citizen concerns?

Approve property tax overpayment refunds greater than \$2,500.00, per the Texas Property Tax Code, Sec. 31.11 – Refunds of Overpayments or Erroneous Payments.

PRIOR COUNCIL ACTION:

Has the Council previously considered this item or a closely related one?

Council has considered this previously on a routine basis.

AMOUNT AND SOURCE OF FUNDING:

How will this item be funded? Has the item been budgeted? If so, identify funding source by account numbers and description of account. Does it require a budget transfer?

HAVE ALL AFFECTED DEPARTMENTS BEEN NOTIFIED? _X_ YES ___ NO

PRIMARY DEPARTMENT: Tax Office

SECONDARY DEPARTMENT: N/A

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

DEPARTMENT HEAD: Maria O. Pasillas

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

TAX OFFICE
RECEIVED

OCT 21 2022



MARIA O. PASILLAS, RTA
CITY OF EL PASO TAX ASSESSOR COLLECTOR
221 N. KANSAS, STE 300
EL PASO, TX 79901

PH: (915) 212-0106 FAX: (915) 212-0107 Email: taxforms@elpasotexas.gov

EL PASO FIVE STAR HOMES
6300 ESCONDIDO
EL PASO, TX 79912

OP ✓
+2,500

Geo No. C539-999-0100-5900	Prop ID 685714
Legal Description of the Property BLK 10 CIMARRON CANYON #1 LOT 59 7448 CIMARRON GAP DR 79911	
OWNER: LIBONGCO ARNOLD H & ANGELEEN P	

2021 OVERAGE AMOUNT \$5,557.05 ✓

1: CITY OF EL PASO, 6: COUNTY OF EL PASO, 7: EL PASO COMMUNITY COLLEGE, 8: UNIVERSITY MEDICAL CENTER OF EL PASO, 18: CANUTILLO ISD

Dear Taxpayer:

Our records indicate that an overpayment exists on the property tax account listed above as of the date of this letter. If you paid the taxes on this account and believe you are entitled to a refund, please complete the application below, sign it, and return it to our office. If the taxes were paid by your mortgage/title company or any other party, you must obtain a written letter of release in order for the refund to be issued in your name. If you did not make the payment(s) on this account, please forward this letter to the person who paid these taxes. You may also request the transfer of this overpayment to other tax accounts and/or tax years in the space provided or by attaching an additional sheet if necessary. Your application for refund must be submitted within three years from the date of the overpayment, or you waive the right to the refund (Sec. 31.11c). Governing body approval is required for refunds in excess of \$2500.

APPLICATION FOR PROPERTY TAX REFUND: This application must be completed, signed, and submitted with supporting documentation to be valid.

Step 1. Identify the refund recipient. Show information for whomever will be receiving the refund.	Who should the refund be issued to:			
	Name: El Paso Five Star Homes, Inc. dba Flair Homes Texas			
	Address: 6300 Escondido Dr. ✓			
	City, State, Zip: El Paso, Texas 79912			
Step 2. Provide payment information. Please attach copy of cancelled check, original receipt, online payment confirmation or bank/credit card statement.	Daytime Phone No.: 915-584-8629		E-Mail Address: imoreno@winonthomes.net	
	Payment made by:	Check No.	Date Paid	Amount Paid
	Check	23952	1-28-21	5557.05
	TOTAL AMOUNT PAID (sum of the above amounts)			
Step 3. Provide reason for this refund. Please list any accounts and/or years that you intended to pay with this overage.	Please check one of the following:			
	<input checked="" type="checkbox"/>	I paid this account in error and I am entitled to the refund.		
	<input checked="" type="checkbox"/>	I overpaid this account. Please refund the excess to the address listed in Step 1. ✓		
	<input type="checkbox"/>	I want this payment applied to next year's taxes.		
Step 4. Sign the form. Unsigned applications cannot be processed.	This payment should have been applied to other tax account(s) and/or year(s), escrow (listed below):			
	By signing below, I hereby apply for the refund of the above-described taxes and certify that the information I have given on this form is true and correct. (If you make a false statement on this application, you could be found guilty of a Class A misdemeanor or a state jail felony under the Texas Penal Code, Sec. 37.10.)			
	SIGNATURE OF REQUESTOR (REQUIRED) Ivonne Moreno		PRINTED NAME & DATE Ivonne Moreno 10-21-22 ✓	
TAX OFFICE USE ONLY: <input checked="" type="checkbox"/> Approved <input type="checkbox"/> Denied By: N.N. Date: 10-21-22 ✓				

DEPOSIT

Remittance

Detail

Summary Query

Summary

Deposit No.	Account No.	Remit Seq No.	Check No.	Payment Amount	Payment Agreement No.
A02122265	C53999901005900				

Check/Receipt Images	Deposit No.	Receipt Date	Remit Seq No.	Check No.	Payment Type	Payment Amount	Applied Amount	Transaction Type	Account No.	Payer
	A02122265	01/30/2022	50151314	23952	CH	\$55,540.15	\$5,557.05	LG	C53999901005900	26356818-EL PASO FIVE
	A02122265	01/30/2022	50151314	23952	CH	\$55,540.15	\$928.65	AA	C53999901005900	26356818-EL PASO FIVE
	RC221021	01/30/2022	50151314	23952	CH	\$5,557.05	\$5,557.05	TR	C53999901005900	26356818-EL PASO FIVE
	RC221021	01/30/2022	50151314	23952	CH	\$5,557.05	\$5,557.05	TR	C53999901005900	20524828-EL PASO FIVE
	RD3767877	06/09/2021	46881850	0000236225	CH	\$952.90	\$952.90	RD	C53999901005900	22880459-GREAT WESTI
	R0305211267	02/01/2021	46881850	20002	CH	\$0.00	\$952.90	TR	C53999901005900	FLAIR HOMES-TEXAS
	R0305211267	02/01/2021	46881850	20002	CH	\$0.00	\$952.90	TR	C53999901005900	FLAIR HOMES-TEXAS
	RC210603	02/01/2021	46881850	20002	CH	\$952.90	\$952.90	TR	C53999901005900	FLAIR HOMES-TEXAS
	RC210603	02/01/2021	46881850	20002	CH	\$952.90	\$952.90	TR	C53999901005900	22880459-GREAT WESTI
*	T02062100005	02/01/2021	46881850	20002	CH	\$60,490.63	\$952.90	LG	C53999901005900	FLAIR HOMES-TEXAS
	A10202065	10/20/2020	44627726	015058	CH	\$952.90	\$952.90	PA	C53999901005900	22880459-GREAT WESTI
	IP02032098	01/31/2020	43511571	CC002900053	CR	\$964.70	\$964.70	PA	C53999901005900	28140354-JOY C WINTON
Applied Total						\$8,403.30				



El Paso, TX

300 N. Campbell
El Paso, TX

Legislation Text

File #: 22-1423, Version: 1

CITY OF EL PASO, TEXAS LEGISTAR AGENDA ITEM SUMMARY FORM

DISTRICT, DEPARTMENT, CONTACT INFORMATION:

Please choose District and Department from drop down menu. Please post exactly as example below.

No Title's, No emails. Please use ARIAL 10 Font.

Members of the City Council, Representative Cassandra Hernandez, (915) 212-0003

AGENDA LANGUAGE:

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

Accept the donation of \$5,000 from Sierra Machinery to go towards holiday events and initiatives in District 3, to include turkeys for families in need during Thanksgiving and Christmas gifts and grocery gift cards for less-fortunate neighborhoods in the district.

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

DEPARTMENT: Mayor and Council

AGENDA DATE: 11.08.22

CONTACT PERSON NAME AND PHONE NUMBER: Representative Cassandra Hernandez 212.0003

DISTRICT(S) AFFECTED: District 3

STRATEGIC GOAL:

Goal 5 - Promote Transparent and Consistent Communication Amongst All Members of the Community

SUBJECT:

APPROVE a resolution / ordinance / lease to do what? OR AUTHORIZE the City Manager to do what? Be descriptive of what we want Council to approve. Include \$ amount if applicable.

Accept the donation of \$5,000 from Sierra Machinery to go towards holiday events and initiatives in District 3, to include turkeys for families in need during Thanksgiving and Christmas gifts and grocery gift cards for a less-fortunate neighborhoods in the district.

BACKGROUND / DISCUSSION:

Discussion of the what, why, where, when, and how to enable Council to have reasonably complete description of the contemplated action. This should include attachment of bid tabulation, or ordinance or resolution if appropriate. What are the benefits to the City of this action? What are the citizen concerns?

The Office of Representative Hernandez is hosting its yearly holiday initiatives for District 3 and the community, which are funded through a combination of donations from community partners and with District 3 discretionary funds.

Thanksgiving

For the past three years, we have provided full turkeys to families in need or non-profit organizations who provide meals to less fortunate families. With this added donation, we will purchase over 100 turkeys this year to distribute to district families.

Christmas

For the past two years, we held a toy, book and grocery-gift card giveaway in the Sambrano neighborhood in South Central. We will provide gifts to other needy neighborhoods in district 3 as well.

We recognize the need and happiness these events bring to our neighborhoods and through the community partners willing to support District 3 through their donations, we are able to make these events possible.

PRIOR COUNCIL ACTION:

Has the Council previously considered this item or a closely related one?

Yes. The following items were approved by City Council in 2020 and 2021 for the related events.

City Council Meeting - September 28, 2021:

For Notation Purposes:

Accept the donations of \$2,500 from Marathon Petroleum, \$2,000 from El Paso Disposal, \$1,000 from El Paso Electric, and \$1,500 from Texas Gas Service for the purpose of funding for a second year, COVID-19 safe holiday events and initiatives in District 3, to include a Halloween Drive-Thru Trick-or-Treat to deter

door-to-door trick-or-treating during the pandemic, turkeys for families in need during Thanksgiving and Christmas gifts and grocery gift cards for a less-fortunate neighborhood in the district.

City Council Meeting - January 5, 2021:

For Notation Purposes:

-Accept the donation of \$500 from El Paso Firefighters IAFF Local 51 to pay for COVID-19 safe Christmas activities within District 3.

City Council Meeting - November 24, 2020:

For Notation Purposes:

-Accept the donation of \$1,000 from Marathon Petroleum to pay for permitted activities and other COVID-19 safe initiatives within District 3.

AMOUNT AND SOURCE OF FUNDING:

How will this item be funded? Has the item been budgeted? If so, identify funding source by account numbers and description of account. Does it require a budget transfer?

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

DEPARTMENT HEAD:

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



El Paso, TX

300 N. Campbell
El Paso, TX

Legislation Text

File #: 22-1480, Version: 1

CITY OF EL PASO, TEXAS LEGISTAR AGENDA ITEM SUMMARY FORM

DISTRICT, DEPARTMENT, CONTACT INFORMATION:

Please choose District and Department from drop down menu. Please post exactly as example below.

No Title's, No emails. Please use ARIAL 10 Font.

Members of the City Council, Representative Alexsandra Annello, (915) 212-0002

AGENDA LANGUAGE:

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

Accept the donation of \$1,000 from ZTEX Construction to District 2 for a Halloween event with the Seville Recreation Center.

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

DEPARTMENT: MAYOR AND COUNCIL

AGENDA DATE: November 8, 2022

CONTACT PERSON NAME AND PHONE NUMBER:

City Representative Aleksandra Annello, 915-212-0002

DISTRICT(S) AFFECTED: District 2

STRATEGIC GOAL: (Goal 4 – Enhance El Paso’ Quality of Life Through Recreational, Cultural & Educational Environments)

SUBJECT:

APPROVE a resolution / ordinance / lease to do what? OR AUTHORIZE the City Manager to do what? Be descriptive of what we want Council to approve. Include \$ amount if applicable.

Discussion and action to accept the donation of \$1,000 from ZTEX Construction to District 2 for a Halloween event with the Seville Recreation Center.

BACKGROUND / DISCUSSION:

Discussion of the what, why, where, when, and how to enable Council to have reasonably complete description of the contemplated action. This should include attachment of bid tabulation, or ordinance or resolution if appropriate. What are the benefits to the City of this action? What are the citizen concerns?

N/A

PRIOR COUNCIL ACTION:

Has the Council previously considered this item or a closely related one?

N/A

AMOUNT AND SOURCE OF FUNDING:

How will this item be funded? Has the item been budgeted? If so, identify funding source by account numbers and description of account. Does it require a budget transfer?

N/A

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



El Paso, TX

300 N. Campbell
El Paso, TX

Legislation Text

File #: 22-1428, Version: 1

CITY OF EL PASO, TEXAS LEGISTAR AGENDA ITEM SUMMARY FORM

DISTRICT, DEPARTMENT, CONTACT INFORMATION:

Please choose District and Department from drop down menu. Please post exactly as example below.

No Title's, No emails. Please use ARIAL 10 Font.

Members of the City Council, Representative Claudia L. Rodriguez, (915) 212-0006

AGENDA LANGUAGE:

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

For notation pursuant to Section 2.92.080 of the City Code, receipt of the following campaign contributions by Representative Claudia L. Rodriguez, District 6 : \$250.00 from Rebecca and David Contreras; \$5000.00 from Woody Hunt; \$1000.00 from Lorna Escobar; \$1000.00 from Ben Ivey.



El Paso, TX

300 N. Campbell
El Paso, TX

Legislation Text

File #: 22-1474, Version: 1

CITY OF EL PASO, TEXAS LEGISTAR AGENDA ITEM SUMMARY FORM

DISTRICT, DEPARTMENT, CONTACT INFORMATION:

Please choose District and Department from drop down menu. Please post exactly as example below.

No Title's, No emails. Please use ARIAL 10 Font.

Members of the City Council, Representative Isabel Salcido, (915) 212-0005

AGENDA LANGUAGE:

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

For notation pursuant to Section 2.92.080 of the City Code, receipt of campaign contributions of five hundred dollars or greater by Representative Isabel Salcido in the amounts of \$2,500.00 by Richard Aguilar and \$2,000.00 by TREPAC/Texas Association of Realtors Political Action Committee.



Legislation Text

File #: 22-1452, Version: 1

CITY OF EL PASO, TEXAS
LEGISTAR AGENDA ITEM SUMMARY FORM

DISTRICT, DEPARTMENT, CONTACT INFORMATION:

Please choose District and Department from drop down menu. Please post exactly as example below.

No Title's, No emails. Please use ARIAL 10 Font.

All Districts

Purchasing and Strategic Sourcing, Claudia A. Garcia, (915) 212-1218

Environmental Services, Ellen Smyth, (915) 212-6060

AGENDA LANGUAGE:

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

The linkage to the strategic plan is subsection 7.2 - Improve Competitiveness Through Infrastructure Improvements Impacting the Quality of Life.

Award Summary:

The award of Solicitation 2023-0209 On Call Median Maintenance to Border TM Industries, Inc. dba Xceed Resources for 2023-0209 On Call Median Maintenance, for a term of one (1) year for an estimated amount of \$300,000.00. This contract will allow the on-call maintenance of City medians.

Contract Variance:

N/A

Department:	Environmental Services
Award to:	Border TM Industries, Inc. dba Xceed Resources
	El Paso, TX
Initial Term:	1 year
Annual Estimated Amount:	\$300,000.00
Total Estimated Award:	\$300,000.00 (1 year)
Account No.:	532 - 2305 - 522210 - 32120 - P3215
Funding Source:	Environmental Fee Fund
District(s):	All

This is a Non-Competitive, service contract.

The Purchasing & Strategic Sourcing and Environmental Services Departments recommend award as indicated to Border TM Industries, Inc. dba Xceed Resources.

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

AGENDA DATE: November 8, 2022
PUBLIC HEARING DATE: Not Applicable

CONTACT PERSON(S) NAME AND PHONE NUMBER:

Ellen A. Smyth, Chief Transit and Field Operations Officer, (915) 212-6060
Claudia A. Garcia, Interim Director of Purchasing & Strategic Sourcing, (915) 212-1218

DISTRICT(S) AFFECTED: All

STRATEGIC GOAL: No. 7 – Enhance and Maintain the City's Infrastructure Network

SUBGOAL: 7.2 – Improve Competitiveness Through Infrastructure Improvements
Impacting the Quality of Life

SUBJECT:

The award of solicitation 2023-0209 On Call Median Maintenance to Border TM Industries, Inc. dba Xceed Resources for 2023-0209 On Call Median Maintenance, for a term of one (1) year for an estimated amount of \$300,000.00.

BACKGROUND / DISCUSSION:

This contract will allow the on-call maintenance of City medians.

SELECTION SUMMARY:

As per Section 9.1.8.1 of The Amended and Restated Procurement and Sourcing Policy, "if a contract cannot be awarded after two competitive procurement/selection process, the requirement can be fulfilled by a non-competitive award. Prior solicitations 2022-0792 and 2023-0073.

CONTRACT VARIANCE:

N/A

PROTEST

N/A

PRIOR COUNCIL ACTION:

N/A

AMOUNT AND SOURCE OF FUNDING:

Amount: \$300,000.00

Funding Source: Environmental Fee Fund

Account: 532 – 2305 – 522210 – 32120 – P3215

HAVE ALL AFFECTED DEPARTMENTS BEEN NOTIFIED? ☒ YES ☐ NO

PRIMARY DEPARTMENT: Environmental Services
SECONDARY DEPARTMENT: Purchasing & Strategic Sourcing

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

DEPARTMENT HEAD:

Ellen A. Smyth

Ellen A. Smyth, Chief Transit and Field Operations Officer

**COUNCIL PROJECT FORM
(NON-COMPETITIVE)**

*******POSTING LANGUAGE BELOW*******

Please place the following item on the **CONSENT** agenda for the Council Meeting of **November 8, 2022**.

Strategic Goal 7: Enhance and Sustain El Paso's Infrastructure Network

The linkage to the strategic plan is subsection 7.2 – Improve Competitiveness Through Infrastructure Improvements Impacting the Quality of Life.

Award Summary:

The award of solicitation 2023-0209 On Call Median Maintenance to Border TM Industries, Inc. dba Xceed Resources for 2023-0209 On Call Median Maintenance, for a term of one (1) year for an estimated amount of \$300,000.00. This contract will allow the on-call maintenance of City medians.

Contract Variance:

N/A

Department:	Environmental Services
Award To:	Border TM Industries, Inc. dba Xceed Resources El Paso, TX
Initial Term:	1 Year
Annual Estimated Amount:	\$300,000.00
Total Estimated Award:	\$300,000.00 (1 Year)
Account No.:	532 – 2305 – 522210 – 32120 – P3215
Funding Source:	Environmental Fee Fund
District(s):	All

This is a Non-Competitive, service contract

The Purchasing & Strategic Sourcing and Environmental Services Departments recommend award as indicated to Border TM Industries, Inc. dba Xceed Resources.

*******ADDITIONAL INFO BELOW*******



Legislation Text

File #: 22-1463, Version: 1

CITY OF EL PASO, TEXAS
LEGISTAR AGENDA ITEM SUMMARY FORM

DISTRICT, DEPARTMENT, CONTACT INFORMATION:

Please choose District and Department from drop down menu. Please post exactly as example below.

No Title's, No emails. Please use ARIAL 10 Font.

All Districts

Purchasing and Strategic Sourcing, Claudia A. Garcia, (915) 212-1218

International Bridges, David Coronado, (915) 212-7505

AGENDA LANGUAGE:

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

The linkage to Strategic Plan is subsection 1.5 - Stimulate economic growth through transit and bridges integration.

Award Summary:

Request that the Director of Purchasing & Strategic Sourcing Department be authorized to issue a Purchase Order to Ace Government Services referencing Contract 2017-1079 Janitorial Services - International Bridges. This will be a change order to increase the contract by \$62,848.00 for a total amount not to exceed \$691,336.00, The change order will cover expenses for the remainder of the contract term, February 28, 2023.

Contract Variance:

No contract variance

Department:	International Bridges
Award to:	Ace Government Services, LLC
	El Paso, TX
Total Estimated Amount:	\$62,848.00
Account No.:	522060-564-3300-64830
Funding Source:	Maintenance Service Contract - Janitorial
District(s):	All

This is a Best Value, services contract.

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

AGENDA DATE: November 8, 2022

PUBLIC HEARING DATE: NA

CONTACT PERSON(S) NAME AND PHONE NUMBER:

David A. Coronado, Managing Director of International Bridges, (915) 212-7505

Claudia A. Garcia, Interim Director of Purchasing & Strategic Sourcing, (915) 212-1218

DISTRICT(S) AFFECTED: All

STRATEGIC GOAL: 1 - Cultivate an Environment Conducive to Strong, sustainable Economic Development

SUBGOAL: 1.5 – Stimulate economic growth through transit and bridges integration

SUBJECT:

Request that the Director of Purchasing & Strategic Sourcing Department be authorized to issue a Purchase Order to Ace Government Services referencing Contract 2017-1079 Janitorial Services – International Bridges. This will be a change order to increase the contract by \$62,848.00 for a total amount not to exceed \$691,336.00. The change order will cover expenses for the remainder of the contract term, February 28, 2023.

BACKGROUND / DISCUSSION:

This contract will continue providing the following services: Janitorial Services – International Bridges.

SELECTION SUMMARY:

NA

CONTRACT VARIANCE:

Not applicable.

PROTEST

No protest received for this requirement.

PRIOR COUNCIL ACTION:

On June 27, 2017 City Council approved the award of contract 2017-1079 to vendor for a three (3) year term and two (2), two (2) year-options to extend the contract for at total amount of \$628,488.00.

AMOUNT AND SOURCE OF FUNDING:

Amount: \$62,848.00

Funding Source: 522060-564-3300-64830

Account: International Bridges Operations

HAVE ALL AFFECTED DEPARTMENTS BEEN NOTIFIED? X YES NO

PRIMARY DEPARTMENT: Human Resources
SECONDARY DEPARTMENT: Purchasing & Strategic Sourcing

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

DEPARTMENT HEAD:

Paul Stresow for D. Coronado

David A. Coronado, Managing Director of International Bridges

**COUNCIL PROJECT FORM
(CHANGE ORDER)**

Please place the following item on the **Consent** agenda for the Council Meeting of **November 8, 2022**.

STRATEGIC GOAL NO. 1: Cultivate an Environment Conducive to Strong, sustainable Economic Development

The linkage to Strategic Plan is subsection 1.5 – Stimulate economic growth through transit and bridges integration

Award Summary:

Request that the Director of Purchasing & Strategic Sourcing Department be authorized to issue a Purchase Order to Ace Government Services referencing Contract 2017-1079 Janitorial Services – International Bridges. This will be a change order to increase the contract by \$62,848.00 for a total amount not to exceed \$691,336.00. The change order will cover expenses for the remainder of the contract term, February 28, 2023.

Contract Variance:

No contract variance

Department:	International Bridges
Award to:	Award to: Ace Government Services, LLC El Paso, TX
Total Estimated Amount:	\$62,848.00
Account No.:	522060-564-3300-64830
Funding Source	Maintenance Service Contract - Janitorial
District(s):	All

This is a Best Value, services contract.



El Paso, TX

300 N. Campbell
El Paso, TX

Legislation Text

File #: 22-1475, Version: 1

CITY OF EL PASO, TEXAS LEGISTAR AGENDA ITEM SUMMARY FORM

DISTRICT, DEPARTMENT, CONTACT INFORMATION:

Please choose District and Department from drop down menu. Please post exactly as example below.

No Title's, No emails. Please use ARIAL 10 Font.

All Districts

Members of the City Council, Representative Cassandra Hernandez, (915) 212-0003

AGENDA LANGUAGE:

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

Discussion and action on a Resolution that the City of El Paso proudly honors and recognizes this November 11th as Marathon Petroleum Company and the creation of Refinery Veterans Network Day.

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

DEPARTMENT: Mayor & Council

AGENDA DATE: 11.8.22

CONTACT PERSON NAME AND PHONE NUMBER: Representative Cassandra Hernandez ~
915.212.0003

DISTRICT(S) AFFECTED: All Districts

STRATEGIC GOAL

Goal 4 - Enhance El Paso's Quality of Life Through Recreational, Cultural & Educational Environments

SUBJECT:

APPROVE a resolution / ordinance / lease to do what? OR AUTHORIZE the City Manager to do what? Be descriptive of what we want Council to approve. Include \$ amount if applicable.

Discussion and action on a resolution that the City of El Paso proudly honors and recognizes Marathon Petroleum Company and the creation of and Refinery Veterans Network Day.

BACKGROUND / DISCUSSION:

Discussion of the what, why, where, when, and how to enable Council to have reasonably complete description of the contemplated action. This should include attachment of bid tabulation, or ordinance or resolution if appropriate. What are the benefits to the City of this action? What are the citizen concerns? N/A

PRIOR COUNCIL ACTION:

Has the Council previously considered this item or a closely related one?
N/A

AMOUNT AND SOURCE OF FUNDING:

How will this item be funded? Has the item been budgeted? If so, identify funding source by account numbers and description of account. Does it require a budget transfer? N/A

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

RESOLUTION

Marathon Petroleum Company: Refinery Veterans Network Day

WHEREAS, a group of passionate employees at Marathon Petroleum Company (MPC), El Paso refinery, formally started a network chapter in support of the company's veteran employees. Open to all employees regardless of their veteran status, the chapter provides a forum for members to discuss their experiences, perspectives, and the challenges that veterans and their families face; and

WHEREAS, Marathon Petroleum Company, El Paso refinery is excited to start a veteran employee network chapter. Our veterans have made infinite sacrifices for our country, and it's a privilege for us to be able to support them in this capacity; and

WHEREAS, the employee network allows the company to continue to build strong relationships in the community. Marathon Petroleum Company, El Paso refinery looks forward to serving the El Paso community through volunteerism and partnering with local organizations that support veteran causes; and

WHEREAS, in 2019 Marathon Petroleum Company formally launched the Veteran's Network along with five other employee network chapters across the company, which includes Asian, African American, Hispanic, LGBTQ+, and Women Network; and

WHEREAS, diversity and inclusion are important to the refinery, and they strive to promote a workplace that champions inclusive behaviors across our entire business and the community as a whole;

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

That the City of El Paso proudly honors and recognizes this November 11th as Marathon Petroleum Company and the creation of Refinery Veterans Network Day.

[Signatures begin on the following page]

APPROVED this _____ day of _____, 2022.


THE CITY OF EL PASO:

Oscar Leeser
Mayor

ATTEST:

Laura D. Prine
City Clerk

APPROVED AS TO FORM:



Karla M. Nieman
City Attorney



Legislation Text

File #: 22-1477, Version: 1

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

DISTRICT, DEPARTMENT, CONTACT INFORMATION:

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

All Districts

Members of the City Council, Representative Peter Svarzbein, (915) 212-1002

AGENDA LANGUAGE:

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

Discussion and action to recognize the founders of La Parada and all of the community members that have contributed to more than twelve years of bringing people together to celebrate our local arts and culture.

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

DEPARTMENT: Mayor and Council

AGENDA DATE: November 8, 2022

CONTACT PERSON NAME AND PHONE NUMBER: City Representative Peter Svarzbein 915.212.1002

DISTRICT(S) AFFECTED: All

STRATEGIC GOAL:

Goal 4 - Enhance El Paso's Quality of Life through Recreational, Cultural and Educational Environments

SUBJECT:

APPROVE a resolution / ordinance / lease to do what? **OR AUTHORIZE** the City Manager to do what? Be descriptive of what we want Council to approve. Include \$ amount if applicable.

Discussion and action to recognize the founders of La Parada and all of the community members that have contributed to more than twelve years of bringing people together to celebrate our local arts and culture.

BACKGROUND / DISCUSSION:

Discussion of the what, why, where, when, and how to enable Council to have reasonably complete description of the contemplated action. This should include attachment of bid tabulation, or ordinance or resolution if appropriate. What are the benefits to the City of this action? What are the citizen concerns?

La Parada was founded in 2010 with the inspiration to create a space for El Paso to showcase the talent our bi-national community has to share and welcome artists and fans from throughout the country;

PRIOR COUNCIL ACTION:

Has the Council previously considered this item or a closely related one?

N/A

AMOUNT AND SOURCE OF FUNDING:

How will this item be funded? Has the item been budgeted? If so, identify funding source by account numbers and description of account. Does it require a budget transfer?

N/A

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

RESOLUTION

WHEREAS, we are here today to recognize and honor La Parada, the founders, and all of the community members that have contributed to more than twelve years of bringing people together to celebrate our local arts and culture; and

WHEREAS, La Parada was founded in 2010 with the inspiration to create a space for El Paso to showcase the talent our bi-national community has to share and welcome artists and fans from throughout the country; and

WHEREAS, La Parada has since organized over 100 shows featuring more than 400 artists and musicians from El Paso and beyond our borders and shared memories with tens of thousands of local fans; and

WHEREAS, La Parada has showcased not only the talent our city has cultivated but shined light on our great city and the people who make El Paso such a special place to guests who have traveled to be with us; and

WHEREAS, it serves a municipal purpose to recognize the contribution to the community, providing art and cultural opportunities to the residents and visitors to the City.

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

That November 8, 2022 shall be known as, "La Parada Day."

APPROVED this ____ day of _____ 2022.

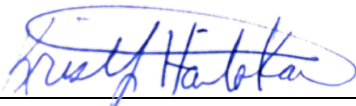
CITY OF EL PASO

Oscar Leoser
Mayor

ATTEST:

Laura D. Prine,
City Clerk

APPROVED AS TO FORM:



Kristen L. Hamilton-Karam
Senior Assistant City Attorney



Legislation Text

File #: 22-1473, Version: 1

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

DISTRICT, DEPARTMENT, CONTACT INFORMATION:

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

All Districts

Members of the City Council, Representative Peter Svarzbein, (915) 212-1002

AGENDA LANGUAGE:

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

Discussion and action to direct staff to return with strategies for implementation of Sustainable Development Goals (SDG) within performing and resilience framework.

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

DEPARTMENT: MAYOR AND COUNCIL

AGENDA DATE: November 8, 2022

CONTACT PERSON NAME AND PHONE NUMBER:

City Representative Peter Svarzbein, 212-1002

DISTRICT(S) AFFECTED: All

STRATEGIC GOAL: (Goal 7.5 - Set one standard for infrastructure across the city, design and implement infrastructure projects that maximize co-benefits, simultaneously addressing climatic and social stressors such as flooding, heat, and energy and citizen mobility)

(Goal 8.4- Develop and implement a comprehensive climate action plan aligned with identified community priorities and established strategic objectives focused on transportation, infrastructure, economy and equity)

SUBJECT:

APPROVE a resolution / ordinance / lease to do what? O2R AUTHORIZE the City Manager to do what? Be descriptive of what we want Council to approve. Include \$ amount if applicable.

Discussion and action to direct staff to return with strategies for implementation of Sustainable Development Goals (SDG) within performing and resilience framework.

BACKGROUND / DISCUSSION:

Discussion of the what, why, where, when, and how to enable Council to have reasonably complete description of the contemplated action. This should include attachment of bid tabulation, or ordinance or resolution if appropriate. What are the benefits to the City of this action? What are the citizen concerns?

The implementation of SGD will assist city staff to measure, develop and manage the performance on a citywide level.

PRIOR COUNCIL ACTION:

Has the Council previously considered this item or a closely related one?

N/A

AMOUNT AND SOURCE OF FUNDING:

How will this item be funded? Has the item been budgeted? If so, identify funding source by account numbers and description of account. Does it require a budget transfer?

N/A

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



TRACKING PROGRESS ON GLOBAL GOALS

A guide to implementing the UN Sustainable Development Goals using LEED v4.1 Cities and Communities: Existing

AUGUST 2020

Introduction

Today, our cities are at a crossroads. While the challenges our global cities face have never been more serious, the performance improvement opportunities available to those who invest in the right technologies have never been more promising. All over the world, city leaders are realizing the incredible opportunities that green buildings and green infrastructure present— and consequently, a new generation of high-performance cities is emerging.

[LEED for Cities and Communities](#) delivers a comprehensive framework for planning, designing, measuring and managing the performance of social, economic and environmental conditions on a city-wide or community level.

LEED for Cities and LEED for Communities provide cities and communities with a globally consistent way to measure and communicate performance and helps develop responsible, sustainable and specific plans for natural systems, energy, water, waste, transportation and many other factors that contribute to quality of life.

In 2015, the UN passed a resolution establishing 17 Sustainable Development Goals (SDGs) with the intent of creating a more sustainable world by 2030. As part of the resolution, the UN identified a formal series of [targets and indicators](#) for nation-states to demonstrate progress.

The intent of this document is to share how local leaders—designers, developers, planners, mayors and others— can now use the measures LEED v4.1 for Cities and Communities to track progress towards the meeting these goals by mapping the LEED requirements to the SDGs.

Within this guide, for each of the SDGs, the corresponding LEED for Cities and Communities categories, prerequisites and credits that best align with the goal are listed along with specific performance metrics.

This guide is organized by the 17 Sustainable Development Goals, which includes:

- Goal 1: No Poverty
- Goal 2: Zero Hunger
- Goal 3: Good Health and Well-Being
- Goal 4: Quality Education
- Goal 5: Gender Equality
- Goal 6: Clean Water and Sanitation
- Goal 7: Affordable and Clean Energy
- Goal 8: Decent Work and Economic Growth
- Goal 9: Industry Innovation and Infrastructure
- Goal 10: Reduce Inequalities
- Goal 11: Sustainable Cities and Communities
- Goal 12: Responsible Consumption and Production
- Goal 13: Climate Action
- Goal 14: Life Under Water
- Goal 15: Life on Land
- Goal 16: Peace, Justice and Strong Institutions
- Goal 17: Partnerships for the Goals

Although the challenges our global cities face are great and many, we are determined to meet them head on. At the U.S. Green Building Council (USGBC), we are fully committed to driving a new way forward for our urban environments, and we know that leaders across the globe are ready to meet the challenge and deliver the sustainable, equitable, resilient, and smart cities and communities of tomorrow.

[Learn more about LEED for Cities and Communities.](#)











17 Sustainable Development Goals



Goal 1: No Poverty

End poverty in all its forms everywhere

LEED for Cities and Communities addresses poverty in three categories: Water Efficiency, Energy and GHG Emissions and Quality of Life.

LEED Category	Prerequisite/Credit	Metric
Water Efficiency	Water Access and Quality	 Water and sanitation access, 100% coverage of households
Energy and GHG Emissions	Power Access, Reliability and Resiliency	 Power access, 100% coverage of households
Quality of Life	Demographic Assessment	 Assessment and mapping of socio-economic and demographic conditions
	Quality of Life Performance	 Median gross rent as % of household income  Gini coefficient
	Trend Improvement	 Poverty rate  Living wage standard
	Housing and Transportation Affordability	 Comprehensive housing policy  Homelessness services  Housing and transportation costs

LEED for Cities and Communities aligns with the following Sustainable Development Goal targets:

- 1.1 By 2030, eradicate extreme poverty for all people everywhere, currently measured as people living on less than \$1.25 a day.
- 1.2 By 2030, reduce at least by half the proportion of men, women, and children of all ages living in poverty in all its dimensions according to national definitions.
- 1.4 By 2030, ensure that all men and women, in particular the poor and the vulnerable, have equal rights to economic resources, as well as access to basic services, ownership and control over land and other forms of property, inheritance, natural resources, appropriate new technology and financial services, including microfinance.
- 1.5 By 2030, build the resilience of the poor and those in vulnerable situations and reduce their exposure and vulnerability to climate-related extreme events and other economic, social and environmental shocks and disasters.

Goal 2: Zero Hunger

End hunger, achieve food security and improved nutrition and promote sustainable agriculture

LEED for Cities and Communities addresses hunger in two categories: Ecology and Natural Systems and Quality of Life.

LEED Category	Prerequisite/Credit	Metric
Ecology and Natural Systems	Ecosystem Assessment	Assessment and mapping of prime farmland, vegetation and habitat
	Natural Resources Conservation and Restoration	Natural resources plan that addresses agricultural land and food production
	Resilience Planning	Vulnerability assessment Resilience plan
Quality of Life	Demographic Assessment	Assessment and mapping of socio-economic conditions and demography
	Trend Improvement	Hypertension Obesity rate
	Distributional Equity	Access and proximity to healthful retail food outlets

LEED for Cities and Communities aligns with the following Sustainable Development Goal targets:

- 2.1 By 2030, end hunger and ensure access by all people, in particular the poor and people in vulnerable situations, including infants, to safe, nutritious and sufficient food all year round
- 2.4 By 2030, ensure sustainable food production systems and implement resilient agricultural practices that increase productivity and production, that help maintain ecosystems, that strengthen capacity for adaptation to climate change, extreme weather, drought, flooding and other disasters and that progressively improve land and soil quality

Goal 3: Good Health and Well-Being

Ensure healthy lives and promote well-being for all at all ages

LEED for Cities and Communities addresses health and well-being in two categories: Water Efficiency and Quality of Life.

LEED Category	Prerequisite/Credit	Metric
Water Efficiency	Water Access and Quality	<ul style="list-style-type: none"> Water and sanitation access Drinking water quality
Quality of Life	Demographic Assessment	<ul style="list-style-type: none"> Assessment and mapping of socio-economic and demographic conditions
	Quality of Life Performance	<ul style="list-style-type: none"> Median air quality index Air quality days unhealthy for sensitive groups Violent crime
	Trend Improvements	<ul style="list-style-type: none"> Asthma rate Hypertension Obesity rate
	Environmental Justice	<ul style="list-style-type: none"> Reduce risk and exposure to environmental justice conditions

LEED for Cities and Communities aligns with the following Sustainable Development Goal targets:

- 3.4 By 2030, reduce by one-third premature mortality from non-communicable diseases through prevention and treatment and promote mental health and well-being
- 3.9 By 2030, substantially reduce the number of deaths and illnesses from hazardous chemicals and air, water and soil pollution and contamination

Goal 4: Quality Education

Ensure inclusive and equitable quality education and promote lifelong learning opportunities for all

LEED for Cities and Communities addresses education in one category: Quality of Life.

LEED Category	Prerequisite/Credit	Metric
Quality of Life	Demographic Assessment	<div></div> Assessment and mapping of socio-economic and demographic conditions
	Quality of Life Performance	<div></div> Population with high school degree <div></div> Population with bachelor's degree
	Trend Improvements	<div></div> Population with high school degree <div></div> Graduation rate
	Distributional Equity	<div></div> Equitable workforce mobility <div></div> Graduation rate equity <div></div> Access and proximity (schools)

LEED for Cities and Communities aligns with the following Sustainable Development Goal targets:

- 4.1 By 2030, ensure that all girls and boys complete free, equitable and quality primary and secondary education leading to relevant and effective learning outcomes
- 4.3 By 2030, ensure equal access for all women and men to affordable and quality technical, vocational and tertiary education, including university
- 4.4 By 2030, substantially increase the number of youth and adults who have relevant skills, including technical and vocational skills, for employment, decent jobs and entrepreneurship
- 4.5 By 2030, eliminate gender disparities in education and ensure equal access to all levels of education and vocational training for the vulnerable, including persons with disabilities, indigenous peoples and children in vulnerable situations

Goal 5: Gender Equality

Achieve gender equality and empower all women and girls

LEED for Cities and Communities addresses gender in one category: Quality of Life.

LEED Category	Prerequisite/Credit	Metric
Quality of Life	Demographic Assessment	<ul style="list-style-type: none"> Assessment and mapping of socio-economic and demographic conditions
	Distributional Equity	<ul style="list-style-type: none"> Equitable per capita income Equitable workforce mobility Graduation rate equity Equitable employment
	Civil and Human Rights	<ul style="list-style-type: none"> Anti-discrimination policy-based mission statement Voting rights Local officer or commission on human rights

LEED for Cities and Communities aligns with the following Sustainable Development Goal targets:

- 5.1 End all forms of discrimination against all women and girls everywhere
- 5.5 Ensure women’s full and effective participation and equal opportunities for leadership at all levels of decision-making in political, economic and public life

Goal 6: Clean Water and Sanitation

Ensure availability and sustainable management of water and sanitation for all

LEED for Cities and Communities addresses clean water and sanitation in two categories: Ecology and Natural Systems and Water Efficiency.

LEED Category	Prerequisite/Credit	Metric
Ecology and Natural Systems	Ecosystem Assessment	<ul style="list-style-type: none"> Assessment and mapping of hydrology and aquatic ecosystems
	Natural Resources Conservation and Restoration	<ul style="list-style-type: none"> Natural resources plan that addresses aquatic ecosystems
Water Efficiency	Water Access and Quality	<ul style="list-style-type: none"> Water and sanitation access Drinking water quality Treated wastewater quality Stormwater quality
	Water Performance	<ul style="list-style-type: none"> Per capita domestic water consumption
	Integrated Water Management	<ul style="list-style-type: none"> Water availability assessment; water demand; water supply
	Stormwater Management	<ul style="list-style-type: none"> Flooding incidences Green stormwater infrastructure
	Smart Water Systems	<ul style="list-style-type: none"> Water audit Water audit and automation

LEED for Cities and Communities aligns with the following Sustainable Development Goal targets:

- 6.1 By 2030, achieve universal and equitable access to safe and affordable drinking water for all
- 6.3 By 2030, improve water quality by reducing pollution, eliminating dumping, and minimizing release of hazardous chemicals and materials, halving the proportion of untreated wastewater and substantially increasing recycling and safe reuse globally
- 6.4 By 2030, substantially increase water-use efficiency across all sectors and ensure sustainable withdrawals and supply of freshwater to address water scarcity and substantially reduce the number of people suffering from water scarcity
- 6.5 By 2030, implement integrated water resources management at all levels, including through transboundary cooperation as appropriate
- 6.6 By 2020, protect and restore water-related ecosystems, including mountains, forests, wetlands, rivers, aquifers and lakes

Goal 7: Affordable and Clean Energy

Ensure access to affordable, reliable, sustainable and modern energy for all

LEED for Cities and Communities addresses affordable and clean energy in two categories: Transportation and Land Use and Energy and GHG Emissions.

LEED Category	Prerequisite/Credit	Metric
Transportation and Land Use	Alternative Fuel Vehicles	<ul style="list-style-type: none"> Electric vehicle charging facilities Alternative fuel stations
Energy and GHG Emissions	Power Access, Reliability and Resiliency	<ul style="list-style-type: none"> Access Reliability performance monitoring Power surety and resiliency
	Energy and GHG Performance	<ul style="list-style-type: none"> GHG emissions per capita
	Energy Efficiency	<ul style="list-style-type: none"> Street lighting and public area lighting Water and wastewater District energy system
	Renewable Energy	<ul style="list-style-type: none"> Renewable energy procurement
	Low Carbon Economy	<ul style="list-style-type: none"> GHG intensity Reduction in carbon intensity
	Grid Harmonization	<ul style="list-style-type: none"> Load management Demand response Net metering and interconnection policy

LEED for Cities and Communities aligns with the following Sustainable Development Goal targets:

- 7.1 By 2030, ensure universal access to affordable, reliable and modern energy services
- 7.2 By 2030, increase substantially the share of renewable energy in the global energy mix
- 7.3 By 2030, double the global rate of improvement in energy efficiency
- 7.A By 2030, enhance international cooperation to facilitate access to clean energy research and technology, including renewable energy, energy efficiency and advanced and cleaner fossil-fuel technology, and promote investment in energy infrastructure and clean energy technology

Goal 8: Decent Work and Economic Growth

Promote sustained, inclusive and sustainable economic growth, full and productive employment and decent work for all

LEED for Cities and Communities addresses decent work and economic growth in three categories: Energy and GHG Emissions, Materials and Resources and Quality of Life.

LEED Category	Prerequisite/Credit	Metric
Energy and GHG Emissions	Low Carbon Economy	<div> <div></div> <div>Reduction in carbon intensity</div> </div>
Materials and Resources	Material Recovery	<div> <div></div> <div>Extended producer responsibility</div> <div></div> <div>Non-recyclable waste generation reporting</div> </div>
Quality of Life	Quality of Life Performance	<div> <div></div> <div>Median household income</div> <div></div> <div>Unemployment rate</div> </div>
	Trend Improvements	<div> <div></div> <div>Number of small businesses</div> <div></div> <div>Unemployment rate</div> <div></div> <div>Percentage of household incomes meeting living wage standard</div> </div>
	Distributional Equity	<div> <div></div> <div>Equitable per capita income</div> <div></div> <div>Equitable employment</div> </div>

LEED for Cities and Communities aligns with the following Sustainable Development Goal targets:

- 8.2 Achieve higher levels of economic productivity through diversification, technological upgrading and innovation, including through a focus on high value added and labor-intensive sectors
- 8.3 Promote development-oriented policies that support productive activities, decent job creation, entrepreneurship, creativity and innovation, and encourage the formalization and growth of micro-, small- and medium-sized enterprises, including through access to financial services
- 8.4 Improve progressively, through 2030, global resource efficiency in consumption and production and endeavor to decouple economic growth from environmental degradation, in accordance with the 10-year framework of programs on sustainable consumption and production, with developed countries taking the lead
- 8.5 By 2030, achieve full and productive employment and decent work for all women and men, including for young people and persons with disabilities, and equal pay for work of equal value

Goal 9: Industry Innovation and Infrastructure

Build resilient infrastructure, promote inclusive and sustainable industrialization and foster innovation

LEED for Cities and Communities addresses industry innovation and infrastructure in four categories: Transportation and Land Use, Energy and GHG Emissions, Materials and Resources and Quality of Life.

LEED Category	Prerequisite/Credit	Metric
Transportation and Land Use	Access to Quality Transit	🏠 Intermodal connectivity
	Alternative Fuel Vehicles	🏠 Electric vehicle charging stations 🏠 Alternative fuel stations
	Smart Mobility and Transportation Policy	🏠 Community-wide smart and efficient transportation solutions or policies
Energy and GHG Emissions	Energy and GHG Performance	🏠 GHG emissions per capita
	Energy Efficiency	🏠 Street lighting 🏠 Water and wastewater 🏠 District energy systems
	Renewable Energy	🏠 Renewable energy procurement
	Low Carbon Economy	🏠 Reduction in carbon intensity
Materials and Resources	Responsible Sourcing for Infrastructure	🏠 Use of products and materials that have been sourced responsibly
	Smart Waste Management Systems	🏠 Pneumatic transport systems 🏠 Smart bins and route optimization
Quality of Life	Trend Improvement	🏠 Small businesses

LEED for Cities and Communities aligns with the following Sustainable Development Goal targets:

- 9.1 Develop quality, reliable, sustainable and resilient infrastructure, including regional and transborder infrastructure, to support economic development and human well-being, with a focus on affordable and equitable access for all
- 9.3 Increase the access of small-scale industrial and other enterprises, in particular in developing countries, to financial services, including affordable credit, and their integration into value chains and markets
- 9.4 By 2030, upgrade infrastructure and retrofit industries to make them sustainable, with increased resource-use efficiency and greater adoption of clean and environmentally sound technologies and industrial processes, with all countries taking action in accordance with their respective capabilities

Goal 10: Reduced Inequalities

Reduce inequality within and among countries

LEED for Cities and Communities addresses reduced inequalities in one category: Quality of Life.

LEED Category	Prerequisite/Credit	Metric
Quality of Life	Demographic Assessment	<ul style="list-style-type: none"> Assessment and mapping of socio-economic and demographic conditions
	Quality of Life Performance	<ul style="list-style-type: none"> Median household income Gini coefficient
	Trend Improvements	<ul style="list-style-type: none"> Poverty rate Percentage of HH incomes meeting living wage
	Distributional Equity	<ul style="list-style-type: none"> Equitable per capita income Equitable workforce mobility Graduation rate equity Equitable employment Access and proximity
	Civil and Human Rights	<ul style="list-style-type: none"> Anti-discrimination policy-based mission statement Voting rights Local officer or commission on human rights

LEED for Cities and Communities aligns with the following Sustainable Development Goal targets:

- 10.1 By 2030, progressively achieve and sustain income growth of the bottom 40 percent of the population at a rate higher than the national average
- 10.2 By 2030, empower and promote the social, economic and political inclusion of all, irrespective of age, sex, disability, race, ethnicity, origin, religion or economic or other status
- 10.3 Ensure equal opportunity and reduce inequalities of outcome, including by eliminating discriminatory laws, policies and practices and promoting appropriate legislation, policies and action in this regard
- 10.4 Adopt policies, especially fiscal, wage and social protection policies, and progressively achieve greater equality

Goal 11: Sustainable Cities and Communities

Make cities and human settlements inclusive, safe, resilient and sustainable

LEED for Cities and Communities addresses sustainable cities and communities in six categories: Integrative Process, Ecology and Natural Systems, Transportation and Land Use, Energy and GHG Emissions, Materials and Resources and Quality of Life.

LEED Category	Prerequisite/Credit	Metric
Integrative Process	Integrative Planning and Leadership	<ul style="list-style-type: none"> Convene diverse stakeholders Goal setting and roadmap development Comprehensive planning
	Green Building Policy and Incentives	<ul style="list-style-type: none"> Green building policy Building performance disclosure
Ecology and Natural Systems	Natural Resources Conservation and Restoration	<ul style="list-style-type: none"> Natural resources planning
	Green Spaces	<ul style="list-style-type: none"> Access to green spaces for all
	Resilience Planning	<ul style="list-style-type: none"> Vulnerability assessment Resilience planning
Transportation and Land Use	Transportation Performance	<ul style="list-style-type: none"> Vehicle miles traveled per capita
	Compact, Mixed Use and Transit Oriented Development	<ul style="list-style-type: none"> Identify compact, complete centers Demonstrate access to transit and diverse uses
	Access to Quality Transit	<ul style="list-style-type: none"> Mode split Quality of transit facilities Intermodal connectivity Frequency of trips
	Alternative Fuel Vehicles	<ul style="list-style-type: none"> Electric vehicle charging stations Alternative fuel stations
	Smart Mobility and Transportation Policy	<ul style="list-style-type: none"> Community-wide smart and efficient transportation solutions or policies
	High Priority Site	<ul style="list-style-type: none"> Historic preservation High priority sites and locations
Energy and GHG Emissions	Power Access, Reliability and Resiliency	<ul style="list-style-type: none"> Access to power for all Performance monitoring Power surety and resiliency
Materials and Resources	Solid Waste Management	<ul style="list-style-type: none"> Access to solid waste management Solid waste management plan
	Waste Performance	<ul style="list-style-type: none"> Municipal solid waste generated Municipal solid waste diverted

	Special Waste Streams Management	<div></div> <div></div> <div></div> Waste generated and diverted through special waste streams
Quality of Life	Demographic Assessment	<div></div> <div></div> <div></div> Assessment and mapping of socio-economic and demographic conditions
	Quality of Life Performance	<div></div> <div></div> <div></div> Median gross rent Gini coefficient Air quality index
	Distributional Equity	<div></div> <div></div> <div></div> <div></div> Equitable per capita income Equitable workforce mobility Graduation rate equity Equitable employment
	Environmental Justice	<div></div> <div></div> <div></div> Reduce risk and exposure to environmental justice conditions
	Housing and Transportation Affordability	<div></div> <div></div> <div></div> <div></div> Homelessness services Comprehensive housing policy Housing and transportation costs by household
	Civic and Community Engagement	<div></div> <div></div> <div></div> <div></div> <div></div> Public engagement Diverse boards and commissions Positive impact on community survey Neighborhood cohesion survey











LEED for Cities and Communities aligns with the following Sustainable Development Goal targets:

- 11.1 By 2030, ensure access for all to adequate, safe and affordable housing and basic services and upgrade slums
- 11.2 By 2030, provide access to safe, affordable, accessible and sustainable transport systems for all, improving road safety, notably by expanding public transport, with special attention to the needs of those in vulnerable situations, women, children, persons with disabilities and older persons
- 11.3 By 2030, enhance inclusive and sustainable urbanization and capacity for participatory, integrated and sustainable human settlement planning and management in all countries
- 11.4 Strengthen efforts to protect and safeguard the world's cultural and natural heritage
- 11.5 By 2030, significantly reduce the number of deaths and the number of people affected and substantially decrease the direct economic losses relative to global gross domestic product caused by disasters, including water-related disasters, with a focus on protecting the poor and people in vulnerable situations
- 11.6 By 2030, reduce the adverse per capita environmental impact of cities, including by paying special attention to air quality and municipal and other waste management
- 11.7 By 2030, provide universal access to safe, inclusive and accessible, green and public spaces, in particular for women and children, older persons and persons with disabilities
- 11.A Support positive economic, social and environmental links between urban, peri-urban and rural areas by strengthening national and regional development planning
- 11.B By 2020, substantially increase the number of cities and human settlements adopting and implementing integrated policies and plans towards inclusion, resource efficiency, mitigation and adaptation to climate change, resilience to disasters, and develop and implement, in line with the Sendai Framework for Disaster Risk Reduction 2015-2030, holistic disaster risk management at all levels
- 11.C Support least developed countries, including through financial and technical assistance, in building sustainable and resilient buildings utilizing local materials

Goal 12: Responsible Consumption and Production

Ensure sustainable consumption and production patterns

LEED for Cities and Communities addresses responsible consumption and production in two categories: Energy and GHG Emissions and Materials and Resources.

LEED Category	Prerequisite/Credit	Metric
Energy and GHG Emissions	Low Carbon Economy	 Reduction in carbon intensity
Materials and Resources	Solid Waste Management	 Access to solid waste services  Solid waste management plan  C&D diversion
	Waste Performance	 Municipal solid waste generated  Municipal solid waste diverted
	Special Waste Streams Management	 Waste generated and diverted through special waste streams
	Responsible Sourcing for Infrastructure	 Use of products and materials that have been sourced responsibly
	Material Recovery	 Extended producer responsibility  Non-recyclable waste generation reporting

LEED for Cities and Communities aligns with the following Sustainable Development Goal targets:

- 12.2 By 2030, achieve the sustainable management and efficient use of natural resources
- 12.3 By 2030, halve per capita global food waste at the retail and consumer levels and reduce food losses along production and supply chains, including post-harvest losses
- 12.4 By 2020, achieve the environmentally sound management of chemicals and all wastes throughout their life cycle, in accordance with agreed international frameworks, and significantly reduce their release to air, water and soil in order to minimize their adverse impacts on human health and the environment
- 12.5 By 2030, substantially reduce waste generation through prevention, reduction, recycling and reuse
- 12.6 Encourage companies, especially large and transnational companies, to adopt sustainable practices and to integrate sustainability information into their reporting cycle
- 12.A Support developing countries to strengthen their scientific and technological capacity to move towards more sustainable patterns of consumption and production
- 12.C Rationalize inefficient fossil-fuel subsidies that encourage wasteful consumption by removing market distortions, in accordance with national circumstances, including by restructuring taxation and phasing out those harmful subsidies, where they exist, to reflect their environmental impacts, taking fully into account the specific needs and conditions of developing countries and minimizing the possible adverse impacts on their development in a manner that protects the poor and the affected communities

Goal 13: Climate Action

Take urgent action to combat climate change and its impacts

LEED for Cities and Communities addresses climate action in five categories: Integrative Process, Ecology and Natural Systems, Water Efficiency, Energy and GHG Emissions, and Materials and Resources.

LEED Category	Prerequisite/Credit	Metric
Integrative Process	Green Building Policy and Incentives	<ul style="list-style-type: none"> Green building policy Benchmarking ordinance
Ecology and Natural Systems	Resilience Planning	<ul style="list-style-type: none"> Resilience plan can include climate adaptation and mitigation planning element
Water Efficiency	Smart Water Systems	<ul style="list-style-type: none"> Water audit and automation
Energy and GHG Emissions	Power Access, Reliability and Resiliency	<ul style="list-style-type: none"> Access, reliability monitoring and power surety and resiliency
	Energy and GHG Performance	<ul style="list-style-type: none"> GHG emissions per capita
	Energy Efficiency	<ul style="list-style-type: none"> Street lighting Water and wastewater District energy systems
	Renewable Energy	<ul style="list-style-type: none"> Renewable energy procurement
Materials and Resources	Smart Waste Management Systems	<ul style="list-style-type: none"> Pneumatic transport systems Smart bins and route optimization

LEED for Cities and Communities aligns with the following Sustainable Development Goal targets:

- 13.1 Strengthen resilience and adaptive capacity to climate-related hazards and natural disasters in all countries
- 13.2 Integrate climate change measures into national policies, strategies and planning

Goal 14: Life Below Water

Conserve and sustainably use the oceans, seas and marine resources for sustainable development

LEED for Cities and Communities addresses life below water in two categories: Ecology and Natural Systems and Water Efficiency.

LEED Category	Prerequisite/Credit	Metric
Ecology and Natural Systems	Ecosystem Assessment	Assessment and mapping of natural systems
	Natural Resources Conservation and Restoration	Natural resources plan
	Resilience Planning	Vulnerability assessment Resilience plan
Water Efficiency	Water Access and Quality	Treated wastewater quality Stormwater quality
	Stormwater Management	Green stormwater infrastructure

LEED for Cities and Communities aligns with the following Sustainable Development Goal targets:

- 14.1 By 2025, prevent and significantly reduce marine pollution of all kinds, in particular from land-based activities, including marine debris and nutrient pollution
- 14.2 By 2020, sustainably manage and protect marine and coastal ecosystems to avoid significant adverse impacts, including by strengthening their resilience, and take action for their restoration in order to achieve healthy and productive oceans
- 14.5 By 2020, conserve at least 10 percent of coastal and marine areas, consistent with national and international law and based on the best available scientific information
- 14.7 By 2030, increase the economic benefits to Small Island developing States and least developed countries from the sustainable use of marine resources, including through sustainable management of fisheries, aquaculture and tourism

Goal 15: Life on Land

Protect, restore and promote sustainable use of terrestrial ecosystems, sustainably manage forests, combat desertification, and halt and reverse land degradation and halt biodiversity loss

LEED for Cities and Communities addresses life on land in two categories: Ecology and Natural Systems and Water Efficiency.

LEED Category	Prerequisite/Credit	Metric
Ecology and Natural Systems	Ecosystem Assessment	Assessment and mapping of natural systems
	Green Spaces	Access to green spaces
	Natural Resources Conservation and Restoration	Natural resource acreage Natural resources planning
Water Efficiency	Stormwater Management	Green stormwater infrastructure

LEED for Cities and Communities aligns with the following Sustainable Development Goal targets:

- 15.1 By 2020, ensure the conservation, restoration and sustainable use of terrestrial and inland freshwater ecosystems and their services, in particular forests, wetlands, mountains and drylands, in line with obligations under international agreements
- 15.2 By 2020, promote the implementation of sustainable management of all types of forests, halt deforestation, restore degraded forests and substantially increase afforestation and reforestation globally
- 15.3 By 2030, combat desertification, restore degraded land and soil, including land affected by desertification, drought and floods, and strive to achieve a land degradation-neutral world
- 15.4 By 2030, ensure the conservation of mountain ecosystems, including their biodiversity, in order to enhance their capacity to provide benefits that are essential for sustainable development
- 15.5 Take urgent and significant action to reduce the degradation of natural habitats, halt the loss of biodiversity and, by 2020, protect and prevent the extinction of threatened species
- 15.6 Promote fair and equitable sharing of the benefits arising from the utilization of genetic resources and promote appropriate access to such resources, as internationally agreed
- 15.8 By 2020, introduce measures to prevent the introduction and significantly reduce the impact of invasive alien species on land and water ecosystems and control or eradicate the priority species
- 15.9 By 2020, integrate ecosystem and biodiversity values into national and local planning, development processes, poverty reduction strategies and accounts

Goal 16: Peace, Justice, and Strong Institutions

Promote peaceful and inclusive societies for sustainable development, provide access to justice for all and build effective, accountable and inclusive institutions at all levels

LEED for Cities and Communities addresses peace, justice and strong institutions in two categories: Integrative Process and Quality of Life.

LEED Category	Prerequisite/Credit	Metric
Integrative Process	Integrative Planning and Leadership	<ul style="list-style-type: none"> LEED for Cities and Communities team Roadmap development Comprehensive plan Stakeholder engagement
Quality of Life	Quality of Life Performance	Violent Crime
	Trend Improvement	Violent Crime Rate
	Civil and Human Rights	<ul style="list-style-type: none"> Voting rights Community policing and procedural justice Local officer or commission on human rights
	Civic and Community Engagement	Diversity reflected on appointed boards and commissions

LEED for Cities and Communities aligns with the following Sustainable Development Goal targets:

- 16.1 Significantly reduce all forms of violence and related death rates everywhere
- 16.7 Ensure responsive, inclusive, participatory and representative decision-making at all levels
- 16.B Promote and enforce non-discriminatory laws and policies for sustainable development

Goal 17: Partnerships for the Goals

Strengthen the means of implementation and revitalize the Global Partnership for Sustainable Development

LEED for Cities and Communities addresses partnerships for the goals in six categories: Integrative Process, Transportation and Land Use, Water Efficiency, Quality of Life, Innovation and Regional Priorities.

LEED Category	Prerequisite/Credit	Metric
Integrative Process	Integrative Planning and Leadership	☼ Stakeholder engagement
Transportation and Land Use	Smart Mobility and Transportation Policy	☼ Community-wide smart and efficient transportation solutions or policies
Water Efficiency	Smart Water Systems	☼ Water audit and automation
Quality of Life	Demographic Assessment	☼ Assessment and mapping of socio-economic and demographic conditions
Innovation	Innovation	☼ Varies
Regional Priorities	Regional Priorities	☼ Varies

LEED for Cities and Communities aligns with the following Sustainable Development Goal targets:

- 17.6 Enhance North-South, South-South and triangular regional and international cooperation on and access to science, technology and innovation and enhance knowledge sharing on mutually agreed terms, including through improved coordination among existing mechanisms, in particular at the United Nations level, and through a global technology facilitation mechanism
- 17.7 Promote the development, transfer, dissemination and diffusion of environmentally sound technologies to developing countries on favorable terms, including on concessional and preferential terms, as mutually agreed
- 17.17 Encourage and promote effective public, public-private and civil society partnerships, building on the experience and resourcing strategies of partnerships
- 17.18 By 2020, enhance capacity-building support to developing countries, including for least developed countries and small island developing States, to increase significantly the availability of high-quality, timely and reliable data disaggregated by income, gender, age, race, ethnicity, migratory status, disability, geographic location and other characteristics relevant in national contexts



Why the SDGs Matter

The 2030 Agenda for Sustainable Development provides a global blueprint for dignity, peace and prosperity for people and the planet, now and in the future. A few years into the Agenda, we see how civil society, private sector, and governments are translating this shared vision into national development plans and strategies. Read more about why each Goal matters by reading the PDFs below.

Why It Matters

Goal 1: Why It Matters

Goal 2: Why It Matters

Infographics

Access more data and information on the indicators in the *SDG Progress Report 2022*.

Goal 1: Infographic

Goal 2: Infographic

Goal 3: Why It Matters

Goal 4: Why It Matters

Goal 3: Infographic

Goal 4: Infographic

Goal 5: Why It Matters

Goal 6: Why It Matters

Goal 5: Infographic

Goal 6: Infographic

Goal 7: Why It Matters

Goal 8: Why It Matters

Goal 7: Infographic

Goal 8: Infographic

Goal 9: Why It Matters

Goal 10: Why It Matters

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Goal 13: Why It Matters

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Goal 13: Infographic

Goal 14: Infographic

Goal 15: Why It Matters

Goal 16: Why It Matters

Goal 15: Infographic

Goal 16: Infographic

Goal 17: Why It Matters

Leaving no one behind

SDG RESOURCES ACROSS THE UN

Sustainable Development Knowledge Platform

United Nations Sustainable Development Group

United to Reform

United Nations homepage

SDG Media Zone

UN NEWS

Progress on methane emissions by energy companies, but numbers still don't add up: UNEP

Millions face flooding threat across west and central Africa

COP27: What you need to know about this year's big UN Climate Conference

Climate change: No 'credible pathway' to 1.5C limit, UNEP warns

FOLLOW US





THE 17 GOALS

169
Targets

3520
Events

1327
Publications

6612
Actions



Do you know all 17 SDGs?



Do you know all 17 SDGs?

History

Implementation Progress

SDGs Icons. Downloads and guidelines

History

The [2030 Agenda for Sustainable Development](#), adopted by all United Nations Member States in 2015, provides a shared blueprint for peace and prosperity for people and the planet, now and into the future. At its heart are the 17 Sustainable Development Goals (SDGs), which are an urgent call for action by all countries - developed and developing - in a global partnership. They recognize that ending poverty and other deprivations must go hand-in-hand with strategies that improve health and education, reduce inequality, and spur economic growth – all while tackling climate change and working to preserve our oceans and forests.

The SDGs build on decades of work by countries and the UN, including the [UN Department of Economic and Social Affairs](#)

- In June 1992, at the [Earth Summit](#) in Rio de Janeiro, Brazil, more than 178 countries adopted [Agenda 21](#), a comprehensive plan of action to build a global partnership for sustainable development to improve human lives and protect the environment.
- Member States unanimously adopted the Millennium Declaration at the [Millennium Summit](#) in September 2000 at UN Headquarters in New York. The Summit led to the elaboration of eight [Millennium Development Goals \(MDGs\)](#) to reduce extreme poverty by 2015.
- The Johannesburg Declaration on Sustainable Development and the Plan of Implementation, adopted at the [World Summit on Sustainable Development](#) in South Africa in 2002, reaffirmed the global community's commitments to poverty eradication and the environment, and built on Agenda 21 and the Millennium Declaration by including more emphasis on multilateral partnerships.
- At the [United Nations Conference on Sustainable Development \(Rio+20\)](#) in Rio de Janeiro, Brazil, in June 2012, Member States adopted the outcome document "[The Future We Want](#)" in which they decided, inter alia, to launch a process to develop a set of SDGs to build upon the MDGs and to establish the [UN High-level Political Forum on Sustainable Development](#). The Rio +20 outcome also contained other measures for implementing sustainable development, including mandates for future programmes of work in development financing, small island developing states and more.
- In 2013, the General Assembly set up a 30-member [Open Working Group](#) to develop a proposal on the SDGs.
- In January 2015, the General Assembly began the negotiation process on the [post-2015 development agenda](#). The process culminated in the subsequent adoption of the [2030 Agenda for Sustainable Development](#), with [17 SDGs](#) at its core, at the [UN Sustainable Development Summit](#) in September 2015.
- 2015 was a landmark year for multilateralism and international policy shaping, with the adoption of several major agreements:
 - [Sendai Framework for Disaster Risk Reduction](#) (March 2015)
 - [Addis Ababa Action Agenda on Financing for Development](#) (July 2015)
 - [Transforming our world: the 2030 Agenda for Sustainable Development](#) with its 17 SDGs was adopted at the [UN Sustainable Development Summit](#) in New York in September 2015.
 - [Paris Agreement on Climate Change](#) (December 2015)
- Now, the annual [High-level Political Forum on Sustainable Development](#) serves as the central UN platform for the follow-up and review of the SDGs.

Today, the [Division for Sustainable Development Goals \(DSDG\)](#) in the United Nations [Department of Economic and Social Affairs \(UNDESA\)](#) provides substantive support and capacity-building for the SDGs and their related thematic issues, including [water](#), [energy](#), [climate](#), [oceans](#), [urbanization](#), [transport](#), [science and technology](#), the [Global Sustainable Development Report \(GSDR\)](#), [partnerships](#) and [Small Island Developing States](#). DSDG plays a key role in the evaluation of UN systemwide implementation of the 2030 Agenda and on advocacy and outreach activities relating to the SDGs. In order to make the 2030 Agenda a reality, broad ownership of the SDGs must translate into a strong commitment by all stakeholders to implement the global goals. DSDG aims to help facilitate this engagement.

Follow DSDG on Facebook at [www.facebook.com/sustdev](#) and on Twitter at [@SustDev](#).

Implementation Progress

Every year, the UN Secretary General presents an annual SDG Progress report, which is developed in cooperation with the UN System, and based on the global indicator framework and data produced by national statistical systems and information collected at the regional level.

Please, check below information about the SDG Progress Report:

- [SDG Progress Report \(2022\)](#)
- [SDG Progress Report \(2021\)](#)
- [SDG Progress Report \(2020\)](#)
- [SDG Progress Report \(2019\)](#)
- [SDG Progress Report \(2018\)](#)
- [SDG Progress Report \(2017\)](#)
- [SDG Progress Report \(2016\)](#)

Please, check here for information about SDG indicators and reports: [https://unstats.un.org/sdgs#](#)

Additionally, the **Global Sustainable Development Report** is produced once every four years to inform the quadrennial SDG review deliberations at the General Assembly. It is written by an Independent Group of Scientists appointed by the Secretary-General.

- [Global Sustainable Development Report \(2019\)](#)
- [Global Sustainable Development Report \(2023\)](#)

SDGs Icons. Downloads and guidelines.

- Download SDGs icons according to guidelines at [this link](#).
- Please send inquiries to:

United Nations Department of Global Communications



El Paso, TX

300 N. Campbell
El Paso, TX

Legislation Text

File #: 22-1424, Version: 1

CITY OF EL PASO, TEXAS LEGISTAR AGENDA ITEM SUMMARY FORM

DISTRICT, DEPARTMENT, CONTACT INFORMATION:

Please choose District and Department from drop down menu. Please post exactly as example below.

No Title's, No emails. Please use ARIAL 10 Font.

All Districts

Members of the City Council, Representative Claudia L. Rodriguez, (915) 212-0006

AGENDA LANGUAGE:

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

Discussion and action on a Resolution that the City Council recognizes the talents of these young athletes in the City of El Paso at Cheer Force Athletics.

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

DEPARTMENT:

AGENDA DATE:

CONTACT PERSON NAME AND PHONE NUMBER:

DISTRICT(S) AFFECTED:

STRATEGIC GOAL:

SUBJECT:

BACKGROUND/DISCUSSION:

PRIOR COUNCIL ACTION:

Has the Council previously considered this item or a closely related one?

AMOUNT AND SOURCE OF FUNDING:

How will this item be funded? Has the item been budgeted? If so, identify funding source by account numbers and description of account. Does it require a budget transfer?

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

RESOLUTION

WHEREAS, Cheer Force Athletics, LLC. (CFA), a local cheerleading team was established in October of 2018, by a local mom, Esther Melendez a born and raised Latina in the City of El Paso wanting to give back to the young kids within her community; and

WHEREAS, the City of El Paso Parks and Recreation Department first recognized the natural leadership skills in coach Esther and asked her to volunteer her time to develop a cheerleading city team at Marty Robbin's Recreation Center; and

WHEREAS, at the time of its establishment Cheer Force was a team of one class with 12 young athletes with the passion to cheer, and quickly grew to six classes with over 100 athletes, outgrowing the space available at the city recreation center, and

WHEREAS, Cheer Force quickly grew to a high caliber, competitive degree, where parents of team athletes, soon began to invest in the team's performance level, by accommodating team members with uniforms, and competition fees, placing the team in a position to compete with local and regional teams with the same exceptional reputation of performance; and

WHEREAS, in February 2022, Cheer Force's Team Fierce composed of 12 11-18 year old's, competed at the UTEP Cheer Championship against 42 other teams from El Paso Texas, Las Cruces New Mexico, and Albuquerque New Mexico.; and

WHEREAS, Team Fierce which includes team members, Cassandra Melendez, Alexis Angeles, Alan Gonzalez, Ashley Payan, Alexa Candelaria, Cherlyn Hernandez, Lluvia Marin, Kiley Zapata, Ebony Ibarra, Amaris Valdez, Olivia Sanchez, and Emeliy Smolick, won Grand Champions and were invited to represent the City of El Paso in this year's Macy's Thanksgiving Day Parade in New York City!

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

1. Recognizes the talents of these young athletes in the City of El Paso; and
2. Thanks community leaders like Esther Melendez for investing her time in giving back to our community by coaching and motivating the future leaders of El Paso; and
3. Congratulates Team Fierce from CFA in proudly representing the City of El Paso at this year's annual Macy's Thanksgiving Day Parade in New York City. You all have made your city proud!

(Signatures on the following page)

APPROVED this _____ day of _____ 2022.

THE CITY OF EL PASO:

ATTEST:

Oscar Leaser, Mayor

Laura D. Prine, City Clerk

APPROVED AS TO FOR CONTENT:



Karla M. Nieman
City Attorney



El Paso, TX

300 N. Campbell
El Paso, TX

Legislation Text

File #: 22-1472, Version: 1

CITY OF EL PASO, TEXAS LEGISTAR AGENDA ITEM SUMMARY FORM

DISTRICT, DEPARTMENT, CONTACT INFORMATION:

*Please choose District and Department from drop down menu. Please post exactly as example below.
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All Districts

Members of the City Council, Representative Peter Svarzbein, (915) 212-1002

AGENDA LANGUAGE:

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

Discussion and action to establish a landbank strategy and infill incentive program for affordable housing.

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

DEPARTMENT: MAYOR AND COUNCIL

AGENDA DATE: November 8, 2022

CONTACT PERSON NAME AND PHONE NUMBER: City Representative Peter Svarzbein, 212-1002

DISTRICT(S) AFFECTED: All

STRATEGIC GOAL: (Goal 8.2-Stabilize neighborhoods through community, housing and ADA improvements)

SUBJECT:

APPROVE a resolution / ordinance / lease to do what? **OR AUTHORIZE** the City Manager to do what? Be descriptive of what we want Council to approve. Include \$ amount if applicable.

Discussion and action to establish a landbank strategy and infill incentive program for affordable housing.

BACKGROUND / DISCUSSION:

Discussion of the what, why, where, when, and how to enable Council to have reasonably complete description of the contemplated action. This should include attachment of bid tabulation, or ordinance or resolution if appropriate. What are the benefits to the City of this action? What are the citizen concerns?

Increase the availability of affordable housing by establishing a program that will benefit low income residents of the City of El Paso and to further increase the ability of creating affordable housing within the core of El Paso. According to the El Paso Regional Housing Plan, the City owns 9,500 acres of property within El Paso's border. Of this, 2,200 acres of this property is estimated to be vacant. While the total portfolio is large, few of the City's vacant parcels are in infill locations. Much of the City's vacant publicly-owned land is in large tracts near the periphery of the City. The City may decide to sell and outside of priority areas. The proceeds of these sales could be used to establish an acquisition fund. In addition to this, our current infill policy does not directly address incentives related to affordable housing inside our city's core.

PRIOR COUNCIL ACTION:

Has the Council previously considered this item or a closely related one?

N/A

AMOUNT AND SOURCE OF FUNDING:

How will this item be funded? Has the item been budgeted? If so, identify funding source by account numbers and description of account. Does it require a budget transfer?

N/A

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

EL PASO REGIONAL HOUSING PLAN

2019



CITY OF
EL PASO



Housing Authority
of the City of El Paso

TAG HR&A

TABLE OF CONTENTS

Recommended Housing Tools	2
Dedicate Public Resources.....	3
Housing Trust Fund.....	4
Public Land Sale Policy.....	8
Redesign Housing Programs.....	12
9% Low Income Housing Tax Credit (9% LIHTC).....	13
4% Low Income Housing Tax Credit (4% LIHTC).....	20
Down Payment Assistance	23
Home Repair Loan	26
Financial Counseling.....	29
Housing Renovation Program.....	32
Revise Incentives.....	34
Joint Tax Abatement.....	35
Joint Tax Increment Reinvestment Zones.....	38
Home Repair Tax Abatement	41
Development Approval Process.....	43
Conduct Joint Planning.....	44
Small Area Plans.....	45
Joint Housing Task Force.....	51
Action Plan.....	52



RECOMMENDED HOUSING TOOLS



DEDICATE PUBLIC RESOURCES

HOUSING TRUST FUND | OVERVIEW

A Housing Trust Fund is the primary way for local jurisdictions to support housing in their community.

Federal funding for housing programs has been declining nationally; housing trust funds provide replace lost federal funding with local sources. These funds can fill any local housing need, including providing gap financing for affordable housing development and funding homeownership programs.

Common funding sources include:

- Real estate transfer tax
- Document recording Fee
- Property tax
- Transient occupancy tax
- Development linkage fees
- Local general obligation bonds
- General fund contributions
- Proceeds from property sales
- Special Purpose District taxes

Common Housing Trust Fund uses include:

- Down payment assistance and homeownership programs
- Financial counseling
- Gap financing for affordable housing new development
- Rental subsidies
- Preservation of naturally occurring affordable housing

Support for El Paso's Goals

A housing trust fund can support El Paso's housing goals by:

- Increasing the **production** of affordable housing
- Increasing **access** to homeownership.

Recommendation:

The City and County should establish a Housing Trust Fund to dedicate funding for housing programs.

1. Establish a workgroup with representatives from the City, County, local philanthropies, and community stakeholders to develop a set of recommendations to implement a local Housing Trust Fund.
2. Dedicate City and County funding to a Housing Trust Fund following a public process inclusive of voter approval.
3. Establish a priority set of housing programs to be supported by the Housing Trust Fund that support El Paso's housing goals.

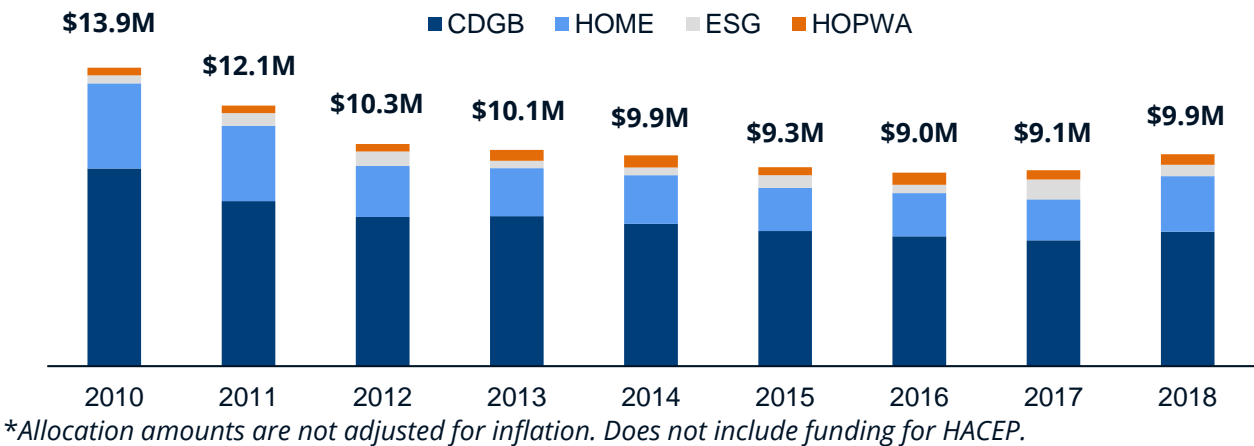
HOUSING TRUST FUND | STRATEGIES FOR EL PASO

Housing need is growing while federal funding is shrinking.

El Paso has a shortage of 3,300 units of rental housing for households earning less than \$30,000 annually and this gap is anticipated to grow to 15,600 units by 2025. Against this landscape, **federal funding has reduced by nearly 30% since 2010.**

Over 700 jurisdictions across the country have created Housing Trust funds to support affordable housing. These funds are supported with a variety of mechanisms including dedicated property taxes and impact fees (Denver, CO), consistent general fund contributions (Louisville, KY), dedicated bonded property tax (Charlotte, NC), and a combination of general fund support and tax increment pooling (Minneapolis, MN). The average housing trust fund size peer cities is \$11.80 per year per person which would translate to \$8,000,000 in annual funding for El Paso.

El Paso's federal funding has declined since 2010.



Peer City Housing Trust Funds

	San Antonio, TX	Dallas, TX (2017)	Albuquerque, NM	Denver, CO	Charlotte, NC	Minneapolis, MN	Louisville, KY
Population (2016)	1.5 M	1.3 M	560 K	700 K	840 K	410 K	770 K
Annual HTF Amount	\$700 K	\$2.3 M	\$5.4 M	\$15.0 M	\$7.5 M	\$10.0 M	\$10.2 M
Amount Per Year Per Capita	\$0.46	\$1.77	\$9.69	\$21.29	\$8.91	\$24.17	\$13.16

Source: HUD

HOUSING TRUST FUND | STRATEGIES FOR EL PASO

Cities across the country use voter-approved bonds to fund housing investments.

A common way for jurisdictions to fund affordable housing is through voter approved levies. Many states require property tax increases to go to the ballot box, so communities can vote their values. These taxes are often widely supported.

Seattle Housing Levy

In 2016, voters approved the Seattle Housing Levy by **over 70%**. The levy funds investments in rental production and preservation, supports the operation of extremely low income housing, and is in the process of producing and preserving thousands of units.

The 2016 levy was the **seventh time since 1981** that Seattle voters supported housing at the ballot box, producing over 13,000 affordable units, homeownership assistance to 900 first-time home buyers, and emergency rental assistance to 6,500 households.



Charlotte Housing Bond

The city of Charlotte funds its Capital Improvement plan through biannual bond cycles. The 2018 housing bond was approved with **68% of the vote** without formal opposition at the same time as separate bonds for neighborhood improvement and transportation investments.

The \$50M raised through the bond goes to the **Housing Trust Fund** to provide gap financing for affordable housing production and programs that support rehabilitation of apartments and single-family homes.



Source: City of Seattle; Yes for Bonds

HOUSING TRUST FUND | STRATEGIES FOR EL PASO

A successful Housing Trust Fund will require long-term commitment and dedicated funding.

The size of funding and availability of dedicated, ongoing funding sources are key to long-term sustainability and impact of a housing trust fund. Housing Trust Funds established in Dallas in 2000 and Tucson, NM received \$1,000,000 or less in upfront funding, and were later dissolved due their limited impact. To be successful, **El Paso's housing trust fund will need sustainable and dedicated streams of funding,**

Housing Trust Funds in Texas have struggled due to state restrictions.

Constraints imposed by the State limit the potential funding sources available for a housing trust fund. Many common funding sources are illegal in Texas, including real estate transfer taxes, which became unconstitutional as a result of Proposition 1 in 2015, and commercial and residential linkage fees, which cannot fund affordable housing as of 2017.

Due to these constraints, Texas funds are typically smaller than national peer cities.

Other common funding sources are not feasible for the City, including:

- Document recording fees, which are assessed by counties
- Transit Occupancy Taxes which are currently at statutory limits
- Special Purpose Districts and TIRZs which have local infrastructure obligations and not near closeout.

The City can identify opportunities to work with other Texas cities with housing trust funds to promote ability to fund housing trust funds with additional sources of revenue.

The City and County should jointly dedicate funds to a Housing Trust Fund.

The joint contribution of general obligation funds from the City and the County, either through a public vote on a property tax set aside for housing or through other plus other funding mechanisms, offers El Paso the best chance for launching a successful Housing Trust Fund.

Texas Housing Trust Funds

DALLAS	\$7M from TIRZ closeouts and development loan repayments in 2014
AUSTIN	\$730K annually from property taxes on formerly City-owned land and seeded with a \$3M initial city investment.
SAN ANTONIO	\$700K annually from loan repayments following \$10M initial commitment. Interest earned and loan paybacks pay for funding rounds every 18 months.

PUBLIC LAND SALE POLICY | OVERVIEW

A public land sale policy establishes a process and a set of criteria for the sale of public land at a discount in exchange for public benefits.

The sale of public land to developers below market price is a common development incentive.

Land costs typically represent 20% of total development costs, and a discounted acquisition price can provide the margin for a developer to provide enhanced public benefits, such as more costly mid-rise or vertical mixed-use construction affordable housing units, or public open space.

Without public support to offset development risk, private developers will avoid development types or locations that are not established within the market. A development on public land can prove a difficult development concept, such as mid-rise, mixed income housing. When the project is a success, other private developers are likely to enter the market, creating more housing without additional public support.

The City can use the reduced sale of land to create public-private partnerships to leverage private capacity and achieve public goals.

When the City sells land at a discount or for no cost, it becomes a partner in the development project. It can place requirements on the developer to ensure that development on previously public land aligns with the City's goals for development type, density, and affordability. For example, if the developer is given land at no cost, they must reimburse the City if they break agreed affordability periods.

Support for El Paso's Goals

The sale of public land at a discount can support El Paso's housing goals in several ways:

- Increasing the **production** of affordable housing, including mixed-income or units with deeper affordability.
- Supporting **fiscal sustainability** by returning public land to tax rolls and promoting development that increases property value.
- Creating **vibrant and dynamic** communities by incentivizing infill development with added density or public amenities.

Recommendation:

The City, County, School District, HACEP, and other public agencies should establish a process to sell infill sites in priority areas at a discount, in exchange for affordable housing production or other public benefits.

1. Inventory all publicly-owned property (including vacant land and underutilized public facilities) to establish a target list of properties to be disposed of in priority areas.
2. Establish a Request-For-Proposals (RFP) process to identify developers for target sites and create a policy with rigorous requirements for public benefits on sold public land.
3. Make strategic acquisitions and assemble infill development sites in priority areas, guided by small area plans.

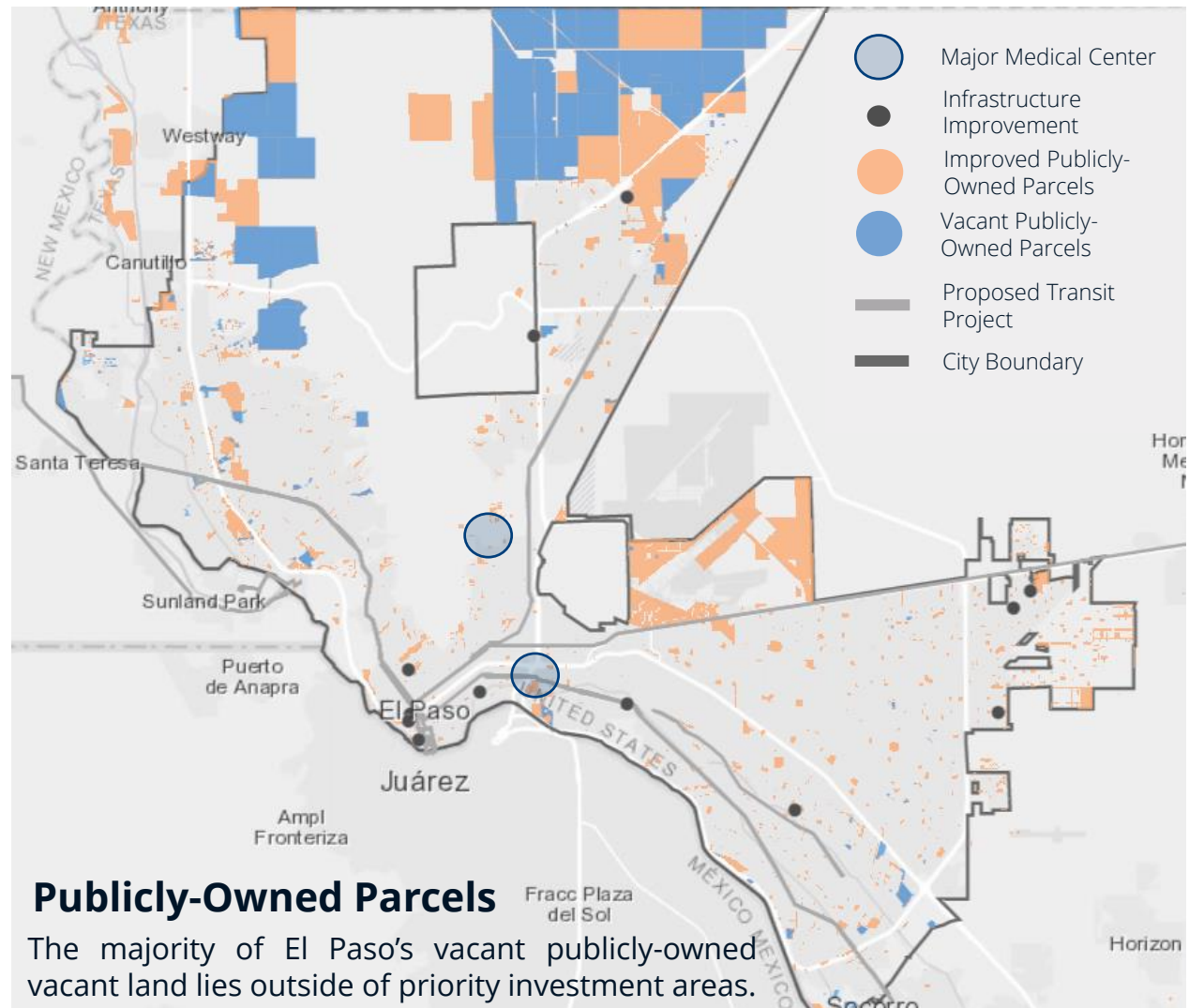
PUBLIC LAND SALE POLICY | STRATEGIES FOR EL PASO

The City owns vacant land, but not in strategic locations.

The City owns 9,500 acres of property within El Paso's border. Of this, 2,200 acres of this property is estimated to be vacant. While the total portfolio is large, **few of the City's vacant parcels are in infill locations.** Much of the City's vacant publicly-owned land is in large tracts near the periphery of the City.

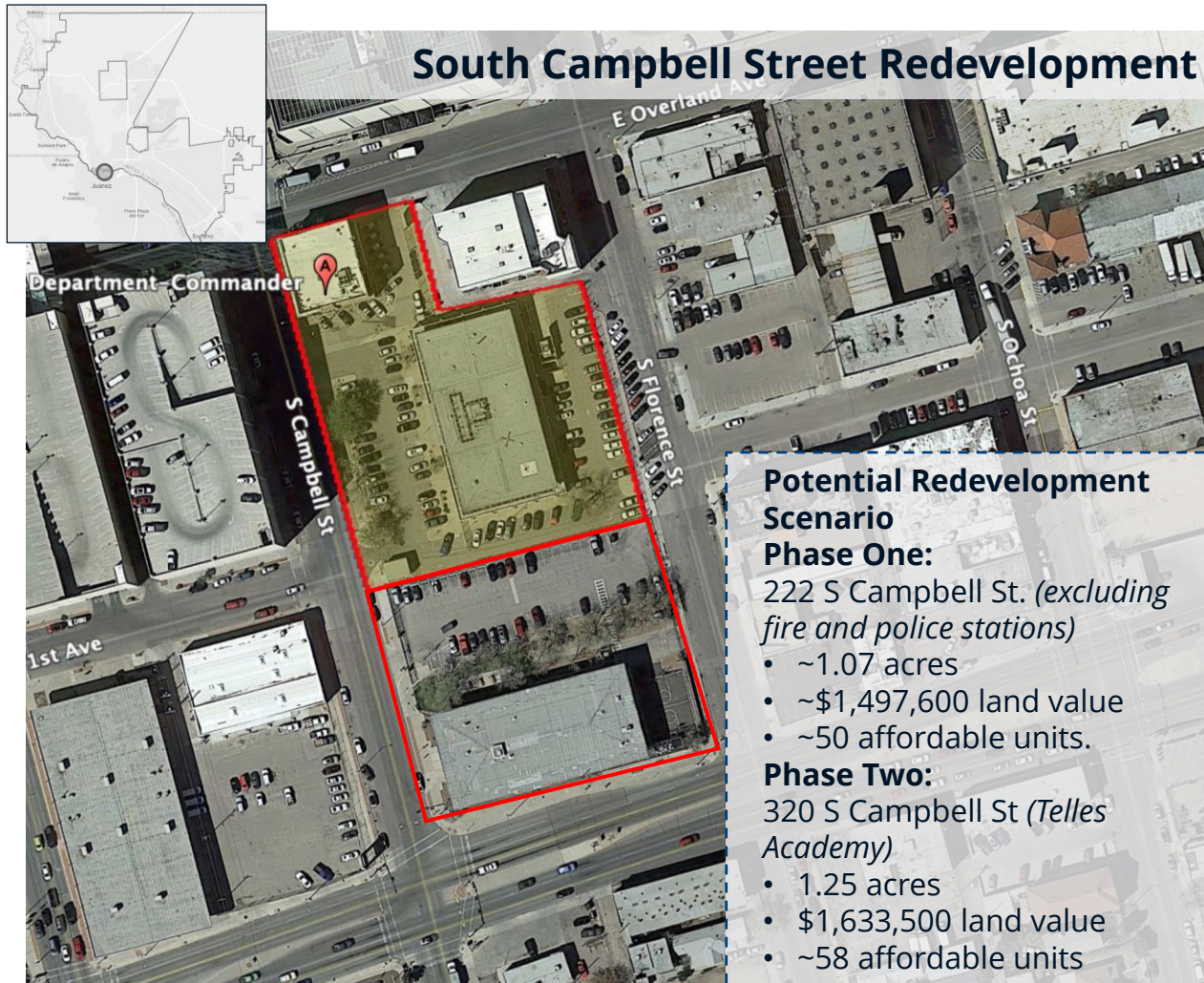
The City may decide to sell land outside of priority areas, but should maximize the price of these sales rather than provide subsidy to developers. **The proceeds of these sales could be used to establish an acquisition fund.**

Other public land owners, including the County of El Paso, El Paso Water Utility, and HACEP, own an additional 8,300 acres of land, which are often in more central locations than the City's land and should be used to support housing.



Source: El Paso Central Appraisal District

PUBLIC LAND SALE POLICY | STRATEGIES FOR EL PASO



In addition to vacant land, underutilized public facilities may be suitable for housing development.

The City, County, School District, HACEP, and other public agencies should analyze the full inventory of publicly-owned property to identify underutilized facilities in priority areas for development. This can be done by:

- **Identifying underutilized public facilities in priority areas** that may be suitable for redevelopment, including surface parking lots and closed or obsolete public buildings;
- **Working with HACEP, other public entities, and major institutional landowners** to identify additional “soft sites” that could support infill residential development; and
- **Coordinating with developers** to prioritize sites with market potential.

This strategy will expand the City's inventory of sites that can support development aligned with El Paso's housing goals.

Source: City of El Paso, El Paso Central Appraisal District

PUBLIC LAND SALE POLICY | STRATEGIES FOR EL PASO

Strategic acquisition of infill development sites in priority areas can increase the program's impact.

To expand the capacity of its public land program and its ability to target priority development sites, **the City should establish an acquisition fund or use land swaps to acquire sites and assemble parcels for redevelopment.** This fund could be supported by the sale of other public land holdings. **The acquisition of redevelopment sites should be guided by small area plans.**

The City could also explore the viability of establishing a dedicated land management agency to consolidate and manage holdings across public entities.

Example | Stone Warehouse, Raleigh

Background: The City of Raleigh acquired Stone Warehouse, a run-down warehouse in Southeast Raleigh, in 2003. The property was vacant until the City sold it through an RFP process in 2016, when the market improved to a point where redevelopment was possible.

Key Actors: The City of Raleigh sold the property to the Transfer Company for \$2.02 million in 2016. The City sold the property with intentions to re-invest the money in affordable housing in Southeast Raleigh, and fund the relocation of a senior center in the area.

Program: Transfer Company proposed a grocery store, food hall, and the development of 16 townhomes on site. The Transfer Co. Food Hall opened in 2019. It holds eight vendors in current operation, with four additional vendors coming soon.

Before: Stone Warehouse, 2014



After: Transfer Co. Food Hall, 2019



Source: City of El Paso, DT Raleigh, Indy Week



REDESIGN HOUSING PROGRAMS

9% LOW INCOME HOUSING TAX CREDIT | OVERVIEW

The 9% LIHTC is the primary federal source, allocated by the State, to create new affordable rental housing.

The 9% Low Income Housing Tax Credit (LIHTC) is the largest funding source for the production of affordable housing. The Texas Department of Housing and Community Affairs (TDHCA) awards 9% LIHTC through a competitive process with regional set-asides. The credit provides a one for one tax credit for ten years and is typically sold to companies looking to offset a portion of their taxes through an investment in affordable housing.

El Paso is in Region 13/Urban which also includes Horizon City and Socorro. The allocation in Region 13 **produces approximately 250 units annually across two or three projects**

The City and County can provide local support to 9% LIHTC applications to increase their **scoring** under TDHCA's allocation process and should work together towards these goals. This is the primary way for the City and County to influence 9% LIHTC development, though it could also support 9% LIHTC by providing public land or other gap funding to 9% LIHTC projects aligned with its goals. The County can also provide gap financing for 9% LIHTC.

Support for El Paso's Goals

Better prioritization of local support criteria can support El Paso's housing goals by:

- Increasing the **production** of affordable housing by encouraging production of units with deeper affordability
- Incentivize **fiscally sustainable** development by focusing encouraging infill development
- Focus investments in **priority areas** using local support criteria

Recommendation:

The City should refine its policy for local support to prioritize 9% LIHTC projects that meet the City's housing goals.

1. Revise local support criteria to incentivize development in narrow set of priority areas, recognizing land in these areas is more expensive and may require the City and County to offer tax abatements or HOME funding to compensate for additional costs.
2. Prioritize support for projects that have mixed-income and deeper affordability targeting.
3. Help projects in targeted locations to maximize scoring in the state allocation process.

9% LOW INCOME HOUSING TAX CREDIT | STRATEGIES FOR EL PASO

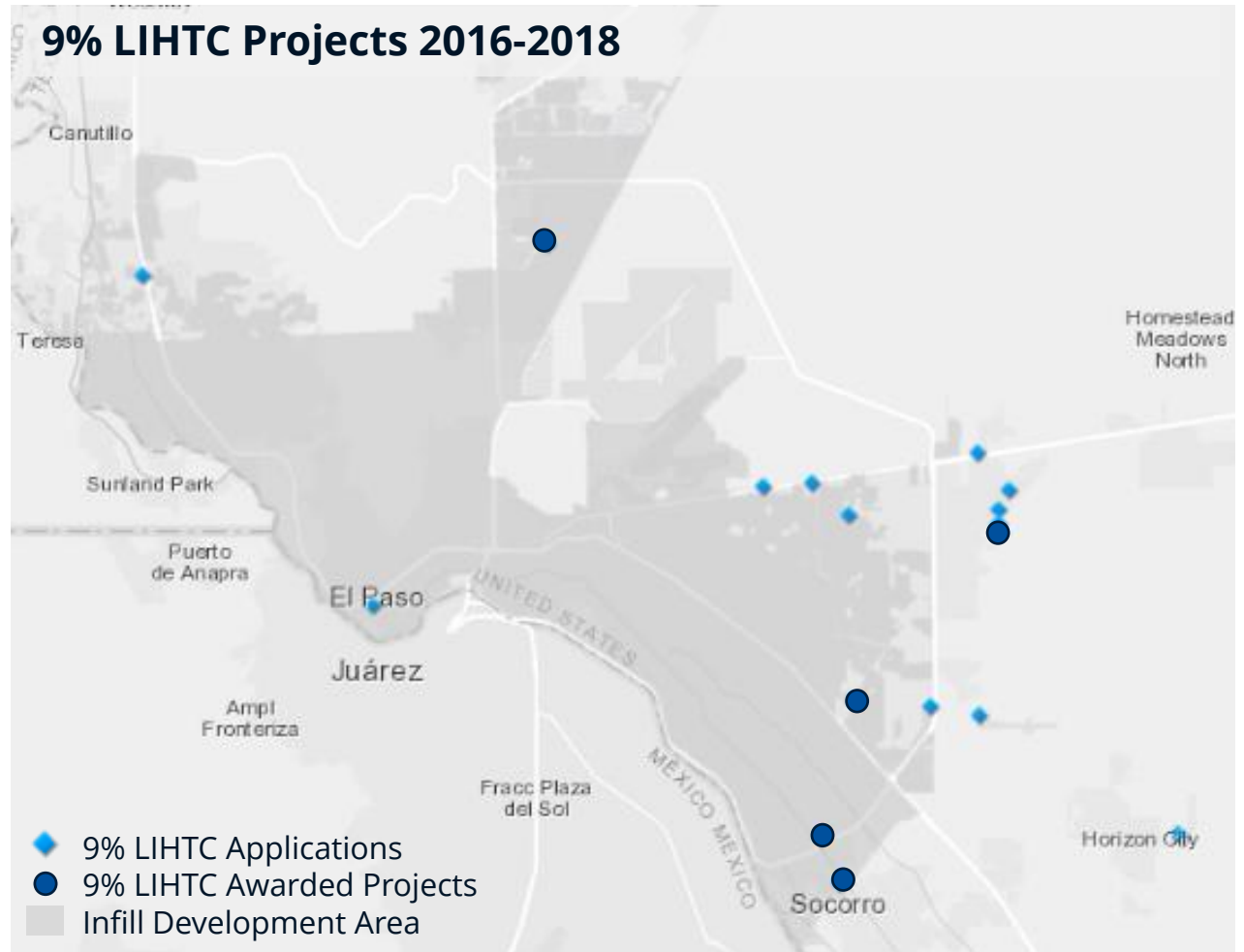
Recent 9% projects in El Paso have not been aligned with the City's goals.

9% LIHTC projects are shaped by the Qualified Allocation Plan (QAP) which TDHCA uses to evaluate projects and award credits, and by the developer's financial feasibility requirements. The TDHCA maximum award effectively limits developments to approximately 125 units each, the majority of which are affordable to households earning 60% AMI. Developers typically provide the minimum number of units affordable to households below 60% AMI needed to score competitively. This means that **El Paso only adds about 250 units per year, 75 of which are affordable to those earning \$30,000 per year**

Recent projects are primarily located on the City's edge. Most of these are garden-style apartments. Low land and development costs, low impact fees, and the QAP's "opportunity index" which awards points for projects in high-income neighborhoods, drive this development pattern.

Source: TDHCA

9% LIHTC Projects 2016-2018



The majority of recent 9% applications and awarded projects are located towards the El Paso's outskirts to the East and Southeast, and are frequently outside of the Infill Development Area.

9% LOW INCOME HOUSING TAX CREDIT | STRATEGIES FOR EL PASO

Income-averaging provides an opportunity to produce deeper affordability.

El Paso should encourage the creation of more 30% AMI and 50% AMI units in its local support criteria. Based on the *El Paso Housing Needs Assessment*, the highest level of need for affordable units is at the 30% and 50% AMI levels. Most projects in El Paso provide 10% of units at 30% AMI and 20% of units at 50% AMI to receive points for affordability through the TDHCA scoring criteria. Projects that produce more units below 60% AMI are less financially feasible because they collect less rent.

Changes to federal LIHTC policy in 2018 allow an income averaging approach to meet tax credit criteria. **Rather than requiring all units to be at or below 60% AMI, a credit may be granted where the average affordability within a development is at or below 60% AMI..**

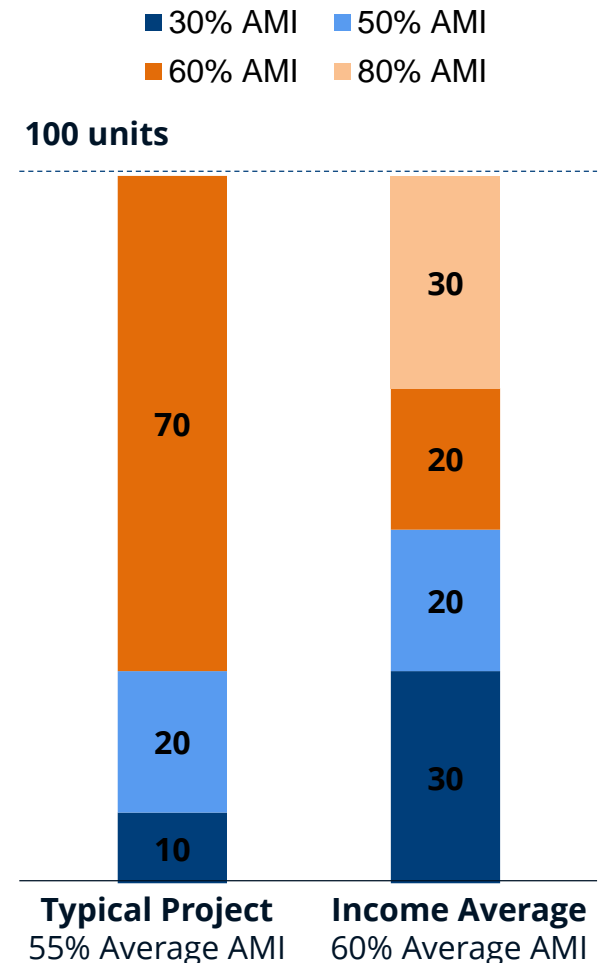
Higher rents collected on 80% AMI units offset lower rents collected from the additional 30% or 50% AMI units

This allows the creation of more deeply affordable units which serve populations with the most need.

Income averaging is an exceptional opportunity for HACEP in particular as, in addition to creating more units at 30% AMI, **HACEP could use project-based vouchers in an income-averaging project.** Using project-based vouchers allow HACEP to collect which fair market rents for residents at 30% AMI although the rents charged to residents are at or below 30% AMI.

It is important to recognize that, in many El Paso neighborhoods, market rent for new development approximates 80% AMI rents. In these neighborhoods, income averaging projects are effectively mixed income projects.

Income Averaging



9% LOW INCOME HOUSING TAX CREDIT | STRATEGIES FOR EL PASO

9% Tax Credit Allocation Scoring Criteria		
Other (15 Points)		E.g. declared disaster area
Other Local Support (21 Points)		Support from elected representatives and neighborhood organizations
Local Government Factors (18 Points)		Letter of support, local funding
Location (Other) (10 Points)		Underserved area or proximity to the urban core
Opportunity Index or Revitalization Area (7 Points)		Project located in a “high opportunity” area (typically high income) or in an area with a revitalization plan
Project Characteristics (59 Points)		E.g. size and quality of units, rent levels of tenants, sponsor characteristics, tenant services
Project Budget & Finances (48 Points)		E.g. cost of development per square foot, leveraging other financial resources, financial feasibility

Source: TDHCA QAP

Local support is the City and County’s most powerful tool to influence 9% LIHTC.

9% LIHTC applications are scored in multiple categories and awards are given to the highest scoring projects in each region. **Awarded projects typically score 130 to 150 points.**

Local support is an important factor for the TDHCA allocation. Local support from cities, counties, elected officials, and neighborhood organizations comprises over 20% of possible points. The City or County controls 18 points directly and can influence other points for local support and location.

El Paso’s current policy for local support targets infill locations. Currently, the City supports projects in Local Support Eligible Areas within a half mile of Bus Rapid Transit stations or one mile from major public investments. The City determines which eligible projects receive support by scoring based on units provided and other criteria.

9% LOW INCOME HOUSING TAX CREDIT | STRATEGIES FOR EL PASO

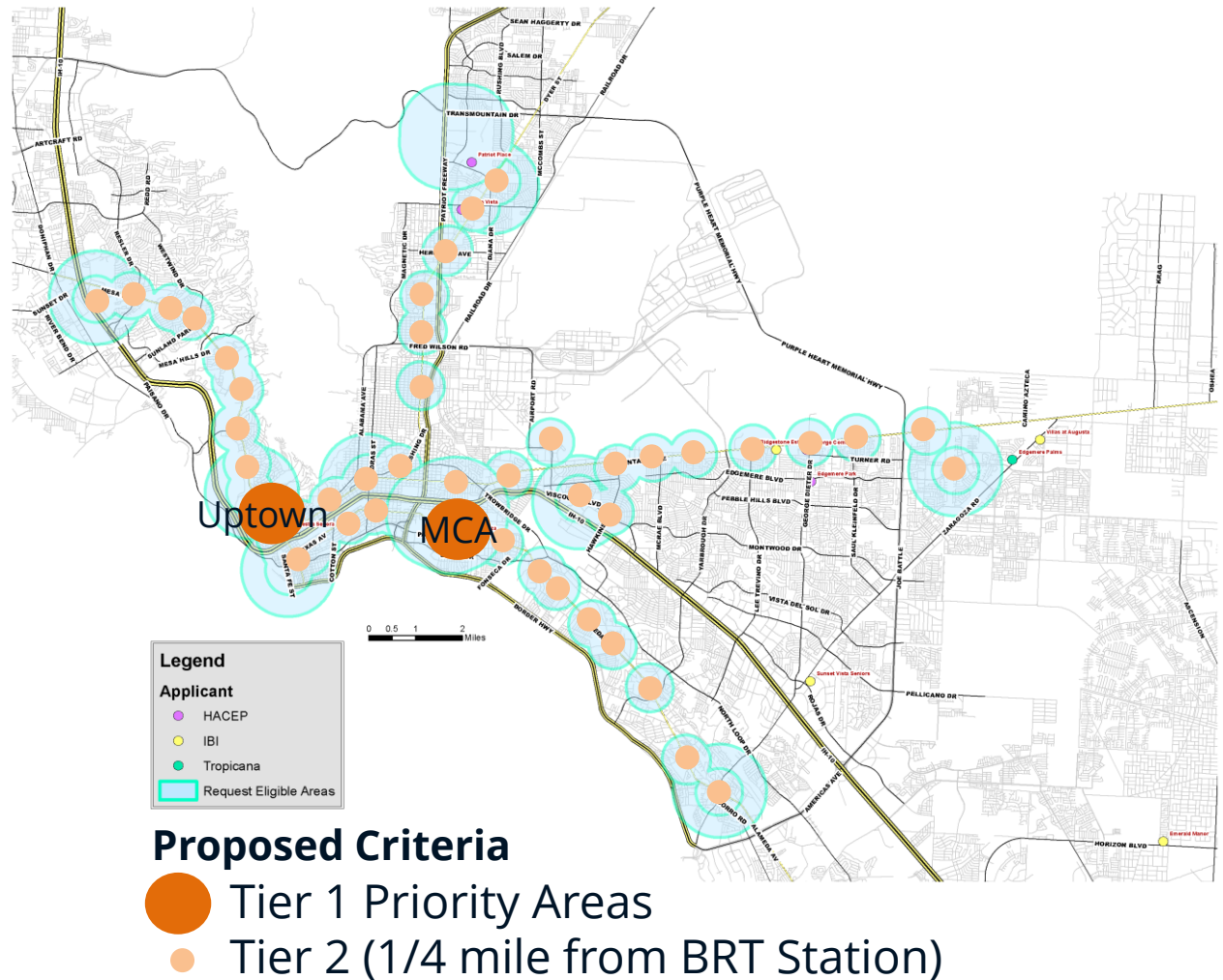
The City should implement a two-tier approach to target housing in areas of opportunity.

Refine the City's approach to target locations for 9% projects. The City should designate two tiers of locations for awarding local support. Tier 1 sites are located within the housing plan's priority areas for multifamily development. Tier 2 locations are within a quarter mile of Bus Rapid Transit stations. All projects within Tier 1 and Tier 2 are eligible for local support, but the City should prioritize Tier 1 projects. If the City does not have 2 good Tier 1 projects to support, it can then turn to Tier 2 projects.

The City should provide support to up to three projects per year. In addition to this two-tier system, the City should evaluate multiple projects within the same tier using a modified scoring system.

Source: City of El Paso

Current and Proposed Request Eligible Areas



9% LOW INCOME HOUSING TAX CREDIT | STRATEGIES FOR EL PASO

El Paso needs to refine its tools to encourage 9% LIHTC projects that support its housing goals.

The City currently scores qualifying 9% applications based on five value statements. The scoring process should be adjusted to emphasize efficient use of financing, incentivize the production of units at lower levels of affordability, and to promote high-quality affordable housing in target areas.

El Paso's Value Statement	Points	Recommended Changes
1. Maximize affordable housing units within the City of El Paso with whatever combination of projects produces the most affordable housing units given allocation of funds for the region	40	<p>Change evaluation to be based on number of units produced per amount of tax credit required rather than based on total number of units created.</p> <p>Weight units produced based on affordability level to encourage the production of units at lower levels of affordability such as 30% and 50% AMI.</p>
2. Support breaking the cycle of poverty and supporting upward mobility by either directly providing or facilitating availability of social services	20	<p>Clarify intent of this section to be based on access to on-site and neighborhood amenities rather than on-site supportive housing. Consider awarding points to mixed-income projects.</p> <p>Reduce score to 15 points in order to add 5 points to Value Statement 5.</p>
3. Residents given an opportunity for inclusiveness and afforded an opportunity to access public services	15	Reduce score to 15 points in order to add 5 points to Value Statement 5.
4. Local presence and long- term accountability in El Paso	15	Consider adding "long-term affordability" to criteria to incentivize projects which preserve affordability beyond the 30-year required term.
5. Meets City smart growth initiative as set out in Plan El Paso	10	<p>Increase in weight to 20 points.</p> <p>Incorporate this criteria into the two-tier geographic targeting system as the targeted geographies account for smart growth goals. Consider granting projects in Tier 1 twenty points, fewer points for Tier 2, and zero points for projects outside of targeted locations.</p>

Source: City of El Paso

9% LOW INCOME HOUSING TAX CREDIT | STRATEGIES FOR EL PASO

The City should take steps to maximize the points available to projects in priority areas.

By aligning projects with the City's criteria developers may lose other points and become less competitive for allocations. For example, mid-rise infill development supports the City's goals of promoting housing diversity and fiscal sustainability, but requires higher construction costs which may result in a lower score. Likewise, projects in target areas might forfeit opportunity index points. The City should be conscious of these tradeoffs and help developers of desirable projects maximize their scores.

To offset this risk, the City should maximize points available to projects in priority areas. The City can influence the points available to these projects in three ways:

Local Funding

Projects that receive **funding from local governments** receive 1 point.

Support Neighborhood Organizations

The City can facilitate support from neighborhood organizations. El Paso has 87 city-recognized neighborhood organizations, but **none of these organizations has registered with TDHCA as a qualified community organization.** Qualified organizations can provide projects a letter of support worth **up to eight points.** These organizations cannot negatively impact scoring.

The City should help organizations in priority areas get state recognition, and if none exist, work with residents to create organizations to support 9% LIHTC projects.

Revitalization Areas

Areas with **revitalization plans including TIRZ plans and small area plans** can receive points to directly offset opportunity index points, making infill development in low-income neighborhoods more competitive.

City-Influenced Criteria

Letter of Support
(17 points)
Local Government Funding
(1 point)
Revitalization Area
(7 points)
Neighborhood Organization*
(8 points)

should offset

Scoring Risks

Construction Costs
(10-12 points)
Opportunity Index
(up to 7 points)

4% LOW INCOME HOUSING TAX CREDIT | OVERVIEW

The 4% LIHTC is similar to the 9% LIHTC, but it provides a smaller subsidy and is available to any rental housing that meets affordability and other requirements.

Because the 4% LIHTC is non-competitive, it can be used more flexibly than 9% LIHTC. The 4% LIHTC is a federal program that pairs tax credits with low interest tax exempt bonds to support the creation of affordable housing. Similar to the 9% tax credit, the 4% credit provides equity to affordable housing projects. However, unlike 9% LIHTC, 4% projects are awarded non-competitively and without regional allocations. 4% LIHTC projects are more flexible than 9% LIHTC, as they can be built in locations that may not score highly for 9% LIHTC, and they can be used for renovation of existing housing and for new construction.

4% LIHTC is underutilized in El Paso

The fundamental challenge to 4% LIHTC projects in El Paso is the

significant funding gap. Affordable rents in El Paso are 20-30% lower than in other cities, while development costs are only slightly lower. In Texas in 2018, 4% LIHTC projects created 3,200 affordable units in Dallas, Houston, Austin, San Antonio, Boerne, and Midland. Aside from recent HACEP projects which mixed 4% LIHTC with 9% LIHTC or Rental Assistance Demonstration (RAD) program funds, **no new units of affordable housing have been produced recently in El Paso using 4% LIHTC.**

Because the production of 9% LIHTC units is constrained by the regional allocation system, the **best way to increase the production of affordable housing units in El Paso is by identifying financially feasible 4% LIHTC projects.**

Support for El Paso's Goals

Identifying feasible 4% LIHTC projects can support El Paso's housing goals by:

- Increasing the **production** of affordable housing by increasing the production of LIHTC units

Recommendation:

The City should dedicate local resources to matching 4% LIHTC funding.

1. Layer available funding sources including HOME, Opportunity Zone funds, public land, and project-based vouchers.
2. Collaborate with local developers to identify feasible 4% LIHTC projects.

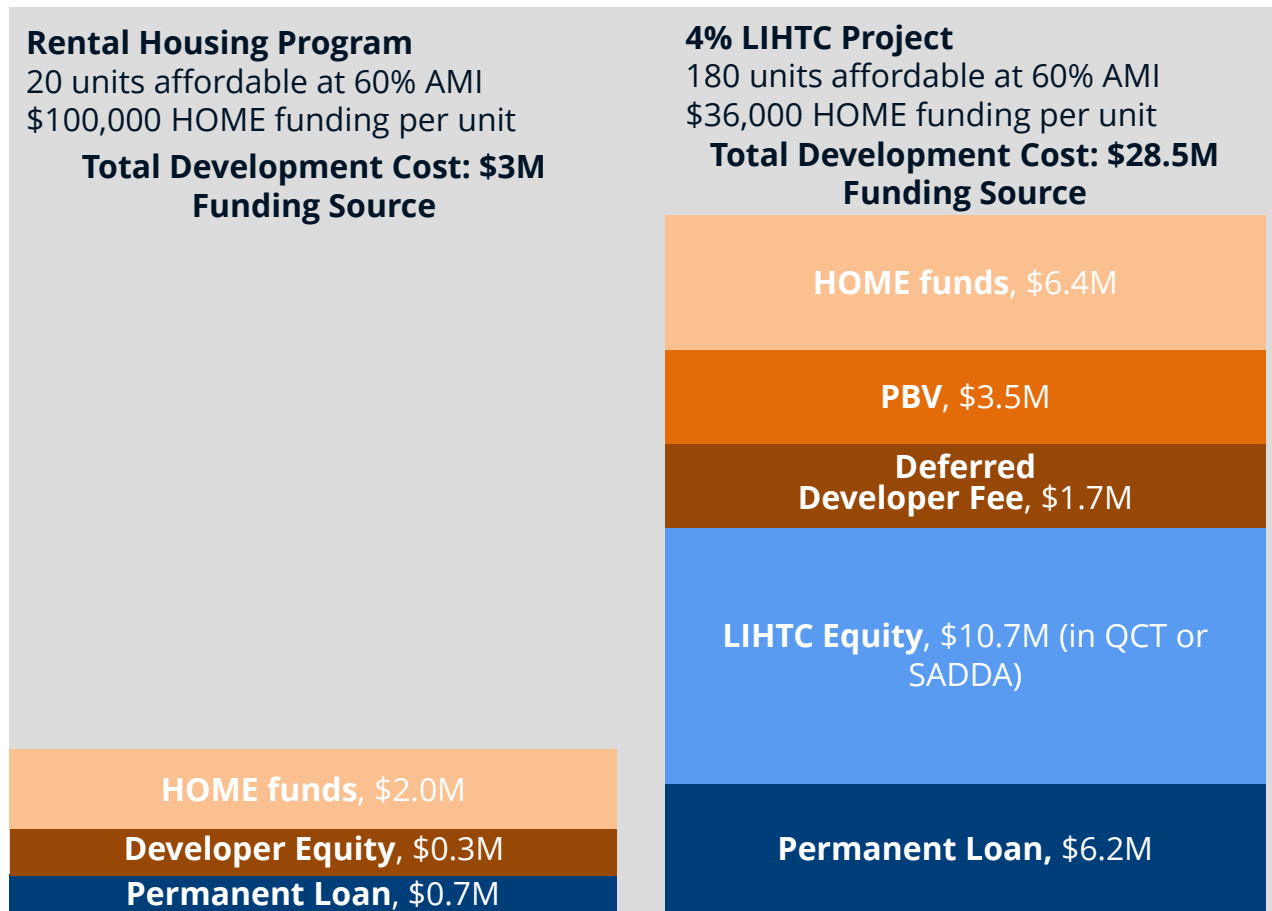
4% LOW INCOME HOUSING TAX CREDIT | STRATEGIES FOR EL PASO

El Paso needs creative gap financing solutions to make 4% LIHTC projects feasible.

The gap for a prototypical 4% LIHTC project in El Paso is \$70,000 per unit. This gap could be reduced with the strategic use of available funding sources including:

- **HOME Funds** The City receives approximately \$2.0 - \$3.0 million annually in federal HOME funds which could provide gap financing. Multiple allocations can be combined in a single project.
- **HACEP Project-Based Vouchers (PBV)** which increase the rental revenue and by extension the permanent loan amount.
- **Public Land Sale** at below-market rates to reduce total development costs.
- **Historic Tax Credits** are federal tax credits for historic preservation which could support historic renovation.
- **Housing Trust Fund** could provide low-interest loans.

The City could leverage federal tax credits to increase the impact of its **HOME funds** from paying two thirds of the cost of development to paying one fifth – **tripling production with the same amount of local funds.**



Source: Developer Interviews, HR&A

4% LOW INCOME HOUSING TAX CREDIT | STRATEGIES FOR EL PASO

Public gap financing for 4% LIHTC is a common way to increase affordable housing production.

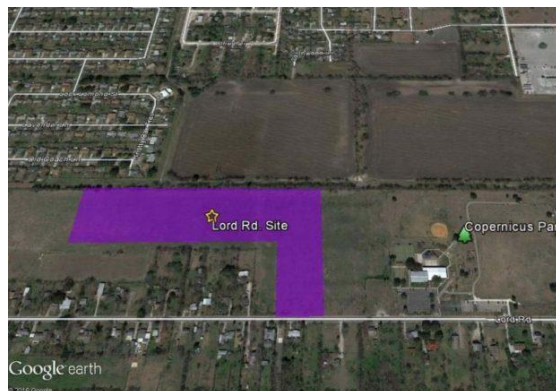
Communities across Texas use the 4% housing tax credit to support new development using HOME or other local funding. In 2018 TDHCA closed on 10 4% LIHTC new construction projects across the state, including in Houston, Austin, San Antonio, and Midland. Together these projects produced over 2,100 new units of affordable housing.

Example | The Stella, San Antonio

Development: NRP Lone Star Development is constructing the Lord Road Apartments, now the Stella, with **324 affordable units for families earning 50% and 60% AMI**. The \$46 million multi-family housing development will feature one- to four-bedrooms and will also include high quality amenities like a fitness center, clubhouse, and after-school program for children.

Funding: In April 2018, the project received an allocation of 4% LIHTC from TDHCA. The tax credits provided \$15 million in LIHTC equity to the project, and the project was also funded with \$25 million in permanent debt financing and \$3 million in deferred developer fee. **The City of San Antonio provided \$2.8 million in HOME funds.**

Before: 4835 Lord Road, 2016



After: The Stella, 2019



Source: Rivard Report, HousingWire

DOWN PAYMENT ASSISTANCE | OVERVIEW

Down payment assistance is a grant or loan to low- or moderate-income households, enabling them to meet the down payment requirements to purchase a home.

Down payment assistance improves access to affordable homeownership by reducing the upfront costs to low- and moderate-income homebuyers. For a FHA loan on a median-value home in El Paso, the minimum down payment required would be approximately \$6,000. Including closing costs, a homebuyer would need about \$10,000 in assets to purchase a home. Down payment assistance helps households with limited assets to access homeownership.

Down payment assistance programs typically provide grants or no-interest forgivable loans to match or cover the homebuyer's upfront costs for down payment and closing. In addition, these programs frequently provide homebuyer counseling and work with homebuyers to find affordable mortgages.

Effective down payment assistance programs increase homeownership rates, help households build wealth, and encourage reinvestment in existing neighborhoods.

Homeownership is a significant asset-building opportunity, and a pathway to financial stability for many low- to moderate-income households. In addition, higher ownership rates contribute to neighborhood stability.

Support for El Paso's Goals

An improved down payment assistance program can support El Paso's goals in multiple ways:

- Improving **access** to affordable homeownership for El Paso's low- and moderate-income residents.
- Creating **vibrant and dynamic** communities by encouraging homeownership and reinvestment in existing neighborhoods.

Recommendation:

The City should strengthen the pathway to homeownership by coordinating its existing down payment assistance program with the Housing Finance Corporation's (HFC) mortgage program and HACEP's Voucher-to-Owner Program.

1. Select an experienced nonprofit to operate the City's down payment assistance program.
2. Restructure the program along with HFC's and HACEP's programs to more effectively leverage private mortgages.
3. Design the program to incentivize homeownership in priority areas.

DOWN PAYMENT ASSISTANCE | STRATEGIES FOR EL PASO

Several down payment assistance programs operate, or were recently operated, in El Paso that target low-to-moderate-income homebuyers – varying widely in impact. El Paso home buyers can currently receive assistance from a couple of local public sources. The City of El Paso assists about 20 households earning 60% to 80% AMI annually through the federally-funded First-Time Homebuyer Program. The El Paso Housing Finance Corporation (HFC) also assists around 100 households annually through bond revenues as part of their Welcome Home El Paso Down Payment Assistance Program. However, HFC offers assistance to a higher income threshold, aiding households earning up to 120% AMI.

In addition, philanthropic funding has recently played a large role in aiding El Paso homeowners. Funded through a philanthropic grant from Wells Fargo, Tierra Del Sol's NeighborhoodLIFT program served over 200 households earning up to 80% AMI annually over two years. Though funding has now run out, **Tierra del Sol's NeighborhoodLIFT program impacted the largest number of lower-income households because it was able to use its funds most efficiently and maximize the potential of the philanthropic funding by granting smaller amounts of subsidy.**

PUBLIC FUNDING	QUASI-PUBLIC FUNDING	PHILANTHROPIC FUNDING
CITY OF EL PASO FIRST TIME HOMEBUYER PROGRAM <ul style="list-style-type: none"> Serves households at 60-80% AMI City's HOME and CDBG funds \$770,000 annually Households receive up to \$35,000 in principal reduction or \$5,000 for down payment in partially forgivable interest-free loans >Serves average of 20 households per year	EL PASO HOUSING FINANCE CORPORATION'S WELCOME HOME EL PASO DOWN PAYMENT ASSISTANCE PROGRAM <ul style="list-style-type: none"> Serves households at 120% AMI Uses Housing Finance Corporation's bond revenues Annual funding unknown Households receive 4.22% of purchase price in down payment assistance (\$4,000 average) >Served 230 households over the past few years	TIERRA DEL SOL'S NEIGHBORHOODLIFT PROGRAM <ul style="list-style-type: none"> Serves households up to 80% AMI Wells Fargo grant funding Single round of \$4.5 million Households receive matching funds up to \$7,500 for down payment as forgivable loans >Served 420 households over two years

Source: City of El Paso, HACEP, Stakeholder Interviews

DOWN PAYMENT ASSISTANCE | STRATEGIES FOR EL PASO

Building on Tierra del Sol's success, El Paso should alter the rules of its First-Time Homeowner's Program to produce greater impact.

Tierra del Sol's NeighborhoodLIFT Program created greater impact by granting smaller amounts of money as a match for the funds that prospective homeowners could produce, rather than conventional loans. The small amount of subsidy was enough to allow a large number of households to achieve homeownership, eliminating the barrier that high up-front costs can pose to many in purchasing a home. Such a set up increases access to homeownership for lower-income households.

El Paso should streamline its existing DPA programs to increase their potential impact.

Establishing a memorandum of understanding among the City, HFC,

and HACEP to streamline documentation and qualification requirements and intake processes will increase efficiency across the City. Each program can then serve more residents, as the common intake process would guide applicants to the appropriate program based on their needs.

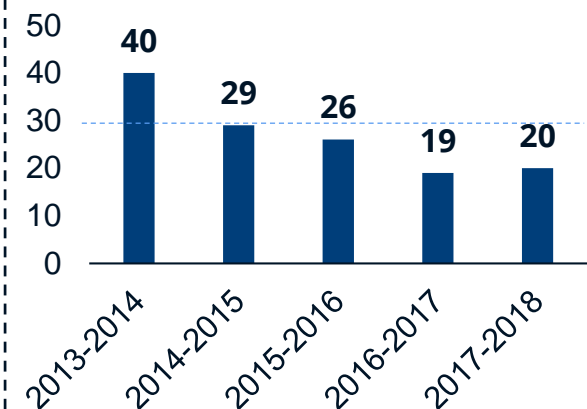
The City should partner with an experienced nonprofit to improve program administration and attract private funding.

Through a competitive RFP process, the City should choose a nonprofit to manage the DPA program, while retaining its role to monitor and ensure compliance. The nonprofit should have experience in administering homeownership assistance programs and homebuyer counseling. A partnership with a nonprofit can improve application intake and review processes. The nonprofit partner will also be better positioned to attract Community Reinvestment Act funding or philanthropic support.

The City should offer an additional grant for prospective homeowners in priority areas to encourage investment and stabilization in those areas.

The City can quadruple down payment assistance impact by **redesigning its program in line with other successful models in El Paso.**

Current First-Time Homebuyer Program Annual Production



Source: City of El Paso

HOME REPAIR LOAN | OVERVIEW

Home repair assistance provides a low- or no-interest loan or grant to help low-income homeowners finance improvements and critical repairs to their homes.

Home repair loans improve access to and sustain homeownership by providing additional financing for critical home repairs and improvements for lower-income homeowners. Loans allow households the necessary financing to bring homes up to code compliance. As homes age, they naturally become more susceptible to needing high-cost repairs to ensure they remain compliant with City codes. Home repair loans often provide lower-income families a way to pay for critical repairs on older homes to ensure it remains safe and habitable for themselves and their families. Such necessary repairs often include roof repair and replacement, porch, foundation, and other structural repairs, plumbing upgrades, lead removal, and window repair and replacement.

Similarly to down payment assistance programs, effective home repair assistance programs increase homeowner retention, help households build wealth, and encourage reinvestment in existing neighborhoods.

Home repair loans keep older homes in core neighborhoods occupied and keep the families in those homes safe and healthy. As homeowners are able to fix their homes and remain stably housed, neighborhoods strengthen.

Support for El Paso's Goals

An improved home repair loan program can support El Paso's housing goals by:

- Improving **access** to affordable homeownership for El Paso's low- and moderate-income residents.
- Supporting **fiscal sustainability** by encouraging investment in property improvements, especially in low-income areas and neighborhoods with older housing.

Recommendation:

The City should partner with an experienced nonprofit entity to leverage their capacity and focus investment in priority areas.

1. Review existing systems and processes and identify where outside capacity or process changes are needed.
2. Select an experienced nonprofit partner to operate the existing home repair program.
3. Design the program to incentivize home repair and investment in priority areas.

HOME REPAIR LOAN | STRATEGIES FOR EL PASO

El Paso's homeownership stock is aging.

As homes age, need for reinvestment increases. Almost 60% of El Paso's owner-occupied housing is 30 or more years old.

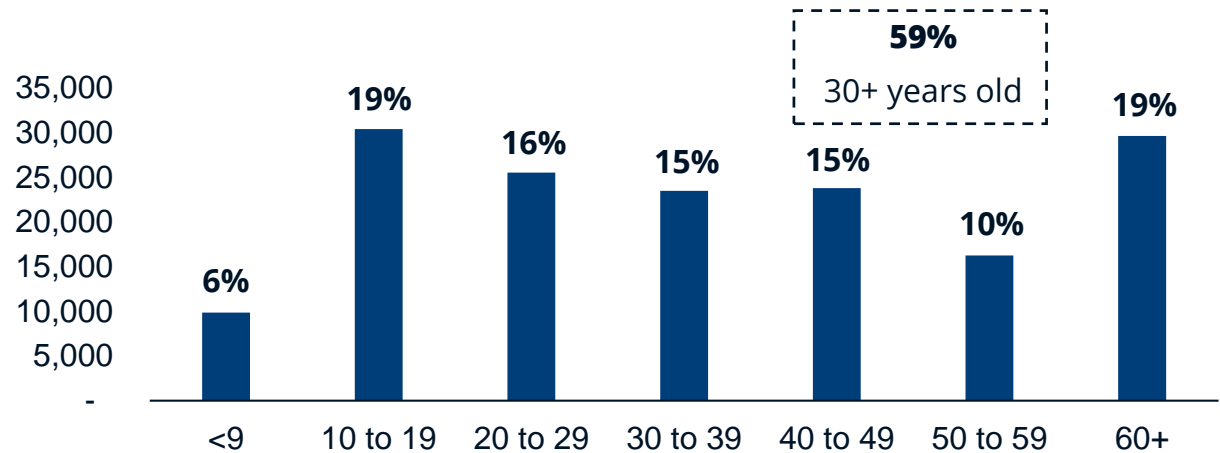
It can be difficult for El Paso's lower income population to afford, and secure financing for, home repair.

The average amount of a private-market home improvement in El Paso in 2017 was over \$80,000, over 40% higher than the median household income for homeowners. Over three-quarters of these conventional loans were made to households earning more than \$40,000. Lack of access significantly decreases lower-income household's ability to invest in their homes. It also challenges overall investment in housing stock in areas near El Paso's core with lower median incomes.

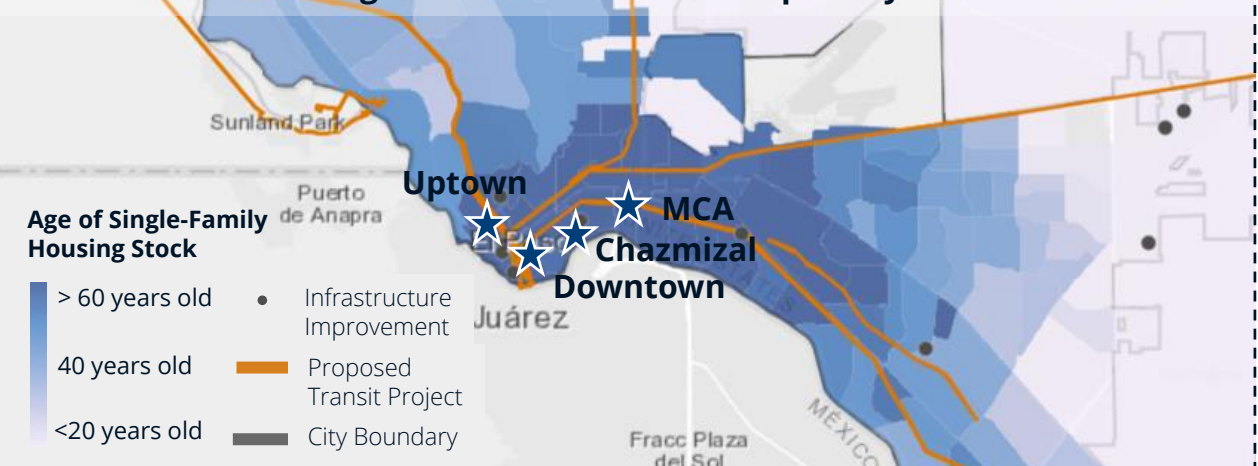
El Paso's older homes are concentrated near the core of the City in priority neighborhoods and in historic rural towns. It is crucial to invest in older housing stock to maintain occupancy and stabilize neighborhoods.

Source: ACS 2017 Estimates, PUMS 2016

The majority of El Paso's ownership housing stock is more than 30 years old.



El Paso's older housing stock concentrates near priority investment areas.



HOME REPAIR LOAN | STRATEGIES FOR EL PASO

El Paso can increase the impact of its Single-Family Owner-Occupied Repair Program through partnering with a non-profit entity to leverage philanthropic dollars and existing capacity.

The City is currently able to assist about 22 households per year through the Single-Family Owner-Occupied Repair Program. El Paso's existing owner-occupied repair program assists homeowners up to 80% AMI with repairs to bring homes up to code through amortized, deferred payment loans up to \$65K. However, annual demand is about 3x the amount for which the City has capacity. The City should partner with a non-profit established in the home repair space to administer the program through a competitive RFP process. Outsourcing administration of the program to a nonprofit with existing capacity and existing leveraging of philanthropic dollars will streamline process and therefore free additional funding towards home repairs.

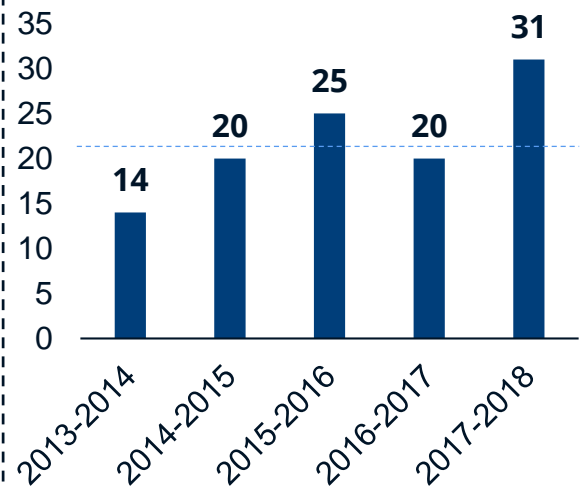
El Paso should redesign the program to target investment in priority areas.

El Paso could design the program in multiple ways to increase incentive for homeowners in priority areas to invest in their homes. Some options include:

- **Program eligibility targeted to specific neighborhoods** – Targeting only specific neighborhoods would steer all available funding to stabilizing target neighborhoods.
- **Additional match available for target neighborhoods** – Offering additional match funding within target neighborhoods would increase the available incentive for homeowners in priority areas.
- **Higher income thresholds in target neighborhoods** – Increasing the income threshold for participation in the program in target neighborhoods widens the eligible pool of homeowners who can take advantage of the program.

The City has renovated an average of 22 homes over the past 5 years, but **demand exceeds this 3x over**. El Paso can **outsource administration of their program and cross-leverage capacity** with an existing nonprofit to increase capacity.

Current Single-Family Owner-Occupied Home Renovation Program Annual Production



Source: City of El Paso

FINANCIAL COUNSELING | OVERVIEW

Financial counseling improves the ability of households to manage their finances and access financing for homeownership.

Financial counseling is a powerful tool to improve household financial stability and bridge disparity in access to traditional banking services for low-income individuals.

Low credit, lack of access to traditional banking, and limited financial knowledge, as well as language and cultural barriers, are challenges to accessing traditional banking for many El Pasoans.

Financial counseling programs can cover a variety of topics including:

- Basic banking and financial transactions
- Credit and credit management
- Budget management
- Financial planning
- Financing home ownership, mortgages, and home repairs
- Debt reduction and management

Financial counseling can remove barriers to homeownership that many El Pasoans face, such as low credit scores and lack of familiarity with financial products. Lack of traditional banking and low credit leaves residents vulnerable to predatory practices and theft and can limit access to the wealth-building institution of homeownership. **Financial counselling can break down barriers to homeownership by improving access to traditional banking and financing services.**

Support for El Paso's Goals

Financial counseling can support El Paso's goal of providing housing for all residents by:

- Improving **access** to affordable homeownership for El Paso's low- and moderate-income residents.

Recommendation:

The City should establish a new financial counseling program, in partnership with community development organizations, philanthropies, and banking institutions, to improve financial literacy and expand access to mortgage financing.

1. Release a competitive RFP to select a nonprofit with capacity to administer a financial counseling program.
2. Provide ongoing funding for financial counseling program.

FINANCIAL COUNSELING | STRATEGIES FOR EL PASO

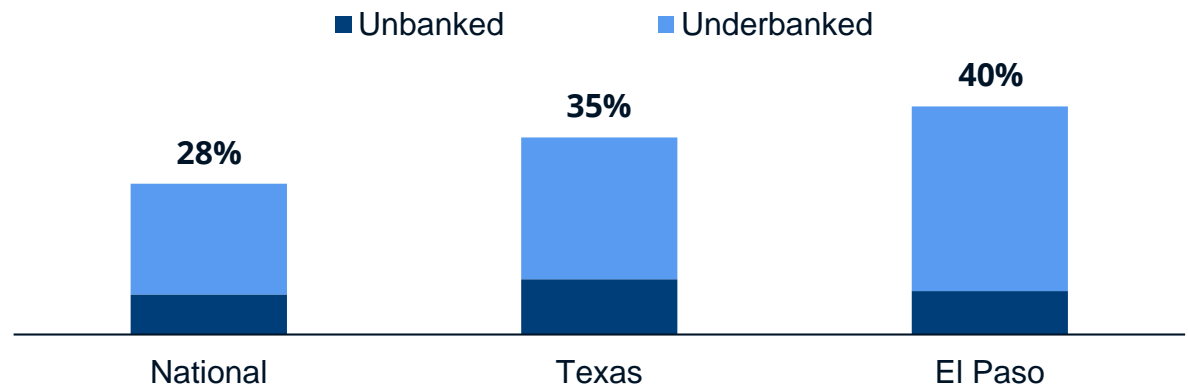
Limited access to traditional banking services is a barrier to home ownership in El Paso.

El Pasoans have comparatively low credit and a comparatively large population that operate outside of traditional banking systems. El Paso has a higher combined proportion of unbanked and underbanked households than both the state and the nation. The city also has a higher proportion of scores that are weak, struggling and declining.

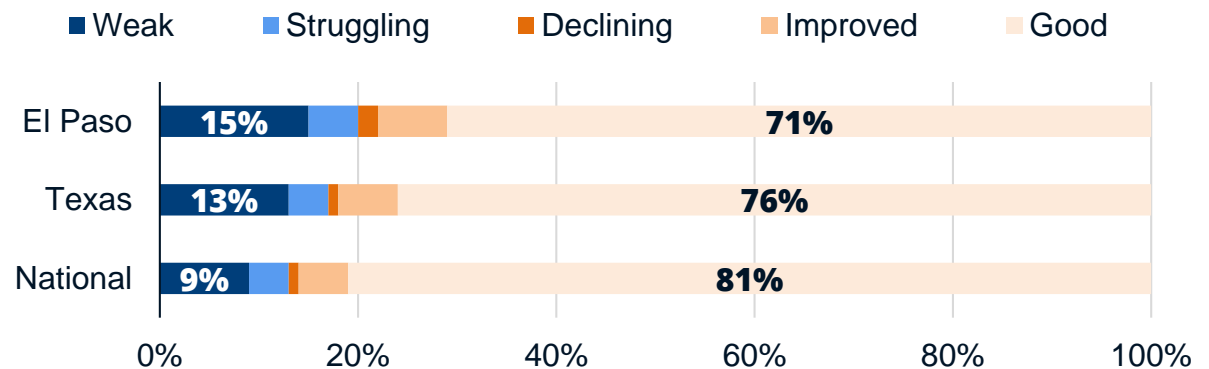
Traditional home loans are therefore difficult to access for many El Paso residents. Without a bank account, or understanding how to effectively use and manage a bank account, it can be difficult for households to build assets for a down payment. Lack of credit and existing banking relationships add difficulty to the approval process for a loan.

Financial counseling to help El Pasoans build credit, increase trust in banking institutions, and overcome cultural and language barriers to banking would increase access to homeownership.

El Paso has a high percentage of unbanked and underbanked residents compared to the state and the nation.



Credit stress is higher in El Paso than state and national averages.



Source: Federal Reserve Bank of New York, FDIC, Federal Reserve Bank of Chicago, NCRC, Stakeholder interviews

FINANCIAL COUNSELING | STRATEGIES FOR EL PASO

El Paso needs a dedicated program to address the region's banking and credit challenges and create a pathway to homeownership.

The City and County should work together to design and implement a financial counseling program to educate and assist low- and moderate-income residents in accessing financial services. This will involve **issuing a Request-for-Proposals to select a non-profit entity to administer the program based on financial inclusion expertise, access to target populations including immigrants and unbanked or underbanked populations, and capacity.** The RFP should identify tangible outcomes for the program to help households:

- Open a safe and affordable bank account
- Establish or increase credit score
- Reduce debt

The ideal nonprofit selected to implement the program will have

long-standing experience in financial counselling, strong connections with and trust among populations with large portions of unbanked and underbanked, and high capacity for quality implementation.

El Paso should dedicate funding to the established program to ensure ability to track results over time and sustainable project success.

Dedicated funds for program administration, to be sub-granted to the chosen non-profit administrator, should come from El Paso's existing HOME and CDBG funds. Financial counseling should additionally be combined with the City's other housing programs to increase reach.

Denver Financial Empowerment Center, Denver, CO

What: One of 5 cities funded by the Financial Empowerment Fund to pilot Financial Empowerment Centers in 2013, Denver has since served over 6,000 clients, with seven locations throughout the city. Free financial coaching helps residents reduce debt, develop savings, establish credit, increase credit scores, and receive basic banking services.

How: The City partners with local nonprofits to administer the program.

Outcomes:

- **Municipal:** Pilot cities were able to secure about \$800,000 in funding following the three-year pilot effort
- **Resident:**
 - 21% opened a safe and affordable bank account
 - 12% established a credit score
 - 24% increased credit score

Source: Consumer Financial Protection Bureau, Cities for Financial Empowerment Fund

HOUSING RENOVATION PROGRAM | OVERVIEW

A housing renovation program provides interest-free or low-interest loans to small private developers to engage in the acquisition, rehabilitation, and sale of single family housing.

A housing renovation program creates the ability for large-scale rehabilitation of single family housing in target areas. While renovations are common in areas with high market growth, in neighborhoods with high vacancy, low home values, and a large supply of older single family housing, it can be difficult to speculatively invest in home renovations. Houses in poor condition may require substantial renovation, and the market price of the renovated home may be less than the cost of renovation. **Providing below market loans to small, private developers to do housing rehabilitations reduces the development cost and the risk to the developer.**

This type of program has the greatest impact when targeted in specific areas. As the number of renovated homes within a small area increases, home values may begin to rise, increasing the incentive to developers.

By partnering with homeownership programs and down payment assistance programs, a home renovation program can create a pathway to homeownership for low-income households in legacy neighborhoods.

Support for El Paso's Goals

A home renovation revolving fund can support El Paso's goal of providing housing for all residents by:

- Improving **access** to affordable homeownership for El Paso's low- and moderate-income residents.
- Promoting **fiscally sustainable** development.

Recommendation:

The City and County should establish a revolving fund to finance housing renovations by private developers.

1. Dedicate funding from City and County sources.
2. Launch revolving loan fund for small developers to rehabilitate homes in target areas.
3. Work with small private developers to provide technical assistance as needed.

HOUSING RENOVATION PROGRAM | STRATEGIES FOR EL PASO

Establishing a revolving fund in target areas would address El Paso's housing quality challenges and drive reinvestment in older neighborhoods.

Many of El Paso's older central neighborhoods have older housing and declining homeownership. Low income households cannot afford home repairs, and landlords may not make enough rent to allow for significant renovations. This leads to a stagnant market in which home quality continues to decline.

Home repair programs for low-income homeowners have limited potential impact at the neighborhood scale. Empowering small developers to purchase and renovate homes increases the impact while reducing the outreach and case management required of the City.

The program should use local rather than federal funding sources to reduce the compliance burden on small developers.

Healthy Neighborhoods Program | Baltimore, MD

What: Healthy Neighborhoods was a nonprofit-led program that provided rate loans to approved developers and new homeowners for the purchase and renovation of housing in target blocks of Baltimore.

How: The program supported the purchase and renovation of housing by homeowners, new homebuyers, and approved developers in target areas. The program offered below-market interest rate loans up to \$295,000, plus grants of up to \$10,000 to income-qualified homeowners.

New Orleans Construction Lending Program | New Orleans, LA

What: The New Orleans Redevelopment Authority provided financing and discounted land sales to approved developers to eliminate blight and develop housing on vacant and delinquent lots.

How: The Redevelopment Authority purchased hundreds of vacant and delinquent lots in target neighborhoods and sold them to vetted developers through a competitive RFP process. Each home was eligible to receive up to \$30,000 in subsidy as well as a construction loan. Developers were limited to 5 properties each. Homes were sold to qualified homebuyers at or below 120% of AMI.



REVISE INCENTIVES

JOINT TAX ABATEMENT | OVERVIEW

Tax abatement incentives reduce development costs and enhance project feasibility by providing temporary property tax relief.

The abatement of some or all property taxes for a limited number of years reduces the construction and operating costs of a development, and in turn reduces financing needs. This enhances a project's feasibility, and may allow a project to support lower rents, additional amenities, or more expensive development types.

The City, County, and other taxing entities can provide tax abatement incentives. Taxing entities have a high degree of flexibility and local control in determining what developments are eligible for tax abatement incentives, the public benefits provided by developments receiving incentives, and the level of abatement available. Incentive policies can be altered as development priorities change, adding an additional layer of flexibility.

A joint tax abatement policy can increase the incentive available to developers. The City has several incentive policies with tax abatement, but these only abate the City portion of taxes. A joint abatement policy between the City, the County, and other taxing entities would increase the potential impact of tax abatement.

Support for El Paso's Goals

A joint tax abatement policy can support El Paso's housing goals in several ways:

- Increasing the **production** of affordable housing, including mixed-income or units with deeper affordability.
- Supporting **fiscal sustainability** by providing stronger incentive for infill development and sharing investment costs between taxing entities.
- Creating **vibrant and dynamic** communities by incentivizing infill development with added density or public amenities.

Recommendation:

The City should develop a policy in partnership with other taxing entities to provide stronger tax abatement incentives for housing developers in priority areas.

1. Establish intergovernmental agreements with El Paso County, El Paso Independent School District, and other taxing entities to increase the abatement available for projects eligible under the infill incentive policy.
2. Develop a tax abatement incentive policy for housing development in priority areas; provide greater incentive for projects that provide mixed-income units or units with deeper affordability.
3. Conduct a review of all City and County incentive policies to align development goals, investment levels, and impacts.

JOINT TAX ABATEMENT | STRATEGIES FOR EL PASO

The City's current tax abatement policies target infill development but do not provide a substantial financial incentive to developers.

El Paso's existing tax abatement incentive policies reduce city property taxes to promote denser development. In addition to City property tax abatement, existing policies offer 100% rebate on City sales taxes for material and labor, 100% construction fee rebate or waiver, and the potential for lien waivers and expedited review processes.

Existing policies include the infill development policy, which covers a broad geographic area, and the Transit-Oriented Development and Downtown Sustainable City Center policies. These incentives are more targeted and require more significant private investment, in exchange for greater tax abatement.



Infill Development

Min. \$50K investment (\$200K for brownfield sites) for commercial, industrial, or mixed-income residential

Abatement of incremental property taxes for up to 10 years



Transit-Oriented Development

Min. investment of \$400K for new construction, \$200K for renovation

Abatement of incremental property taxes for 15 years

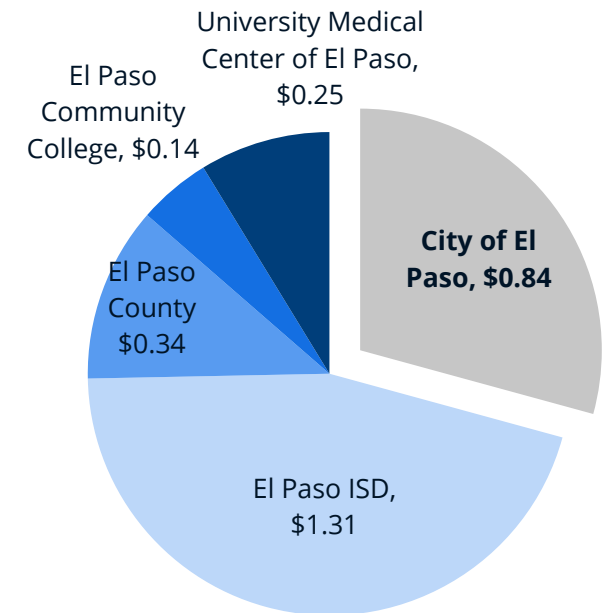


Downtown Sustainable City Center

Min. \$2.25M investment for new construction, \$250K for renovation

Abatement of incremental property taxes for 5 to 10 years

The City's incentives have limited impact, because City taxes account for a relatively small portion of overall property tax. El Paso's property taxes are approximately \$0.84 per \$100 in taxable value, or less than 30% of total property taxes.



Source: City of El Paso

JOINT TAX ABATEMENT | STRATEGIES FOR EL PASO

A joint tax abatement policy would have significantly more impact than the abatement of City taxes alone.

Joint tax abatement by multiple taxing entities is necessary to create greater impact to the feasibility of infill development. A greater tax incentive can produce greater public benefits, including affordable housing and denser infill.

The policy should articulate clear goals for development.

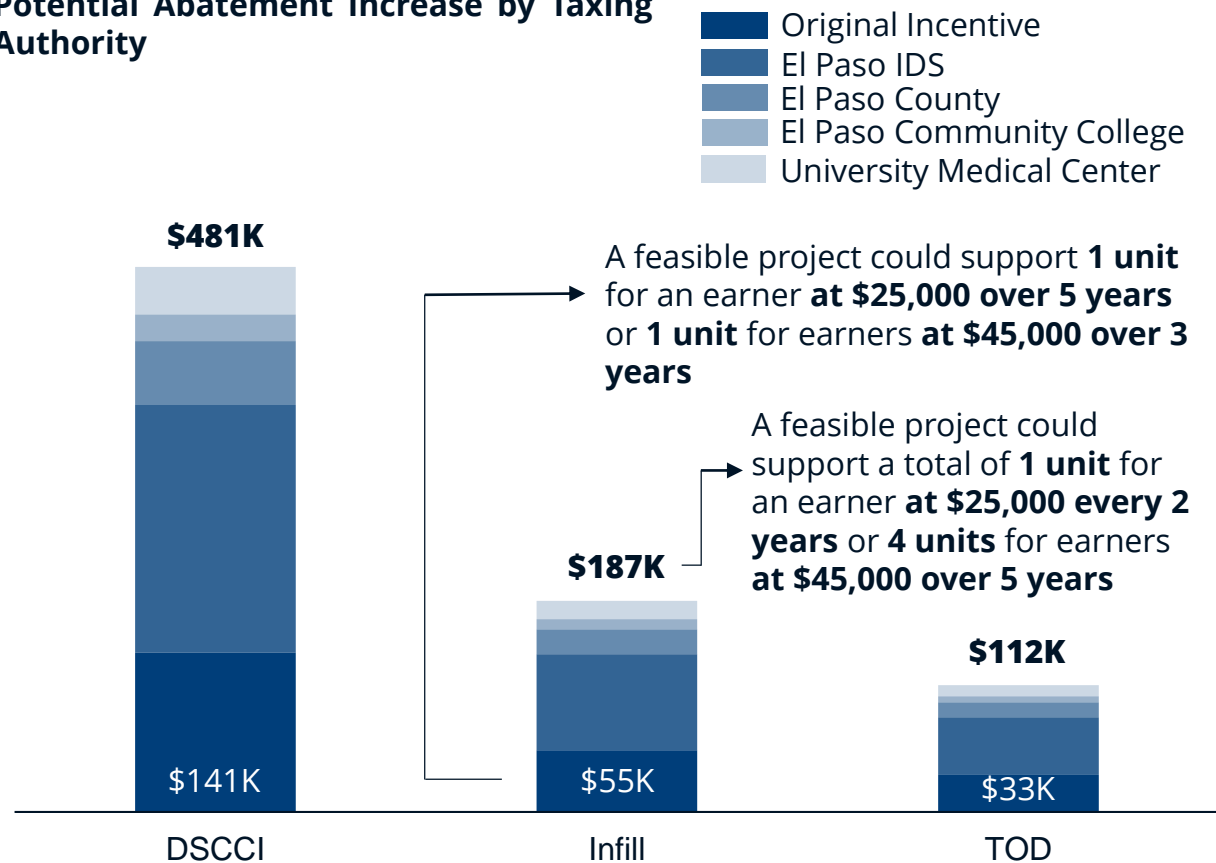
The City should develop joint tax abatement policy that benefits all participating entities by enhancing the long term growth of the region. The policy should state clear targets for the location and type of projects that receive tax abatement.

As a further step, El Paso should conduct a review of all local incentive policies to target incentives for maximum public benefit.

Note: Affordable unit impact estimates assume 2-bedroom units

Source: City of El Paso, HR&A

Potential Abatement Increase by Taxing Authority



The addition of additional taxing authorities **significantly increases total contractual incentive** over the life of the abatement. Developers can use the savings to **increase feasibility of non-feasible projects**, such as housing in areas with higher land costs, or support public benefits, such as affordable units.

JOINT TAX INCREMENT REINVESTMENT ZONES | OVERVIEW

Tax Increment Reinvestment Zones (TIRZ) allow the City to fund projects that enhance property values by leveraging future tax revenue increases in defined areas.

TIRZs facilitate the targeted revitalization of blighted areas by financing catalytic investments. Once a TIRZ is established, the City can issue bonds to finance catalytic development including infrastructure improvements, site assembly, or redevelopment costs. As property values increase within the TIRZ following this investment, the tax revenue on incremental property values goes into the TIRZ fund to pay off debt and fund additional projects.

Tax abatement and TIRZ are two uses for the same property tax revenue and cannot be used together effectively. While tax abatement can provide moderate financial incentives to support development in a range of locations, TIRZ is more geographically targeted and should fund large, transformative projects.

TIRZ provide a locally-controlled funding stream for catalytic investments. The City can establish TIRZs by preparing a financing plan, holding a public hearing, and adopting an ordinance. TIRZ funds in Texas can be used to pay for many public and private improvements, including infrastructure, demolition, and site acquisition. **Other taxing entities can participate in TIRZs to increase the revenue available.**

Support for El Paso's Goals

A joint TIRZ policy can support El Paso's housing goals in several ways:

- Increasing the **production** of affordable housing through TIRZ financing for developments including mixed-income or units with deeper affordability.
- Supporting **fiscal sustainability** by providing stronger incentive for infill development and sharing investment costs between taxing entities.
- Creating **vibrant and dynamic** communities by supporting infill development with added density or public amenities.

Recommendation:

The City should strengthen its use of TIRZ in priority areas by increasing incremental tax revenue available and leveraging future TIRZ increment to finance catalytic redevelopment projects.

1. Pursue intergovernmental agreements with El Paso County and other taxing entities to increase incremental tax revenue available to subsidize development.
2. Align location of new TIRZ with priority investment areas and establish criteria moving forward to guide location of new TIRZ in areas that will maximize public and private investment.
3. Issue bonds, within new or existing TIRZs in priority areas, to finance development that will be used to catalyze investment and increase property values within the TIRZs.

JOINT TAX INCREMENT REINVESTMENT ZONES | STRATEGIES FOR EL PASO

TIRZ is a powerful tool to support targeted revitalization. Dallas' success provides a variety of lessons

- **Target desired areas for revitalization** – while the majority of El Paso's TIRZ are project specific, Dallas found success in drawing boundaries around an area targeted for revitalization.
- **Leverage multiple taxing entities** – in addition to the City of Dallas, the Oak Cliff TIF collects increment from Dallas County.
- **Establish polices to prioritize or require desirable development** – Dallas calls upon specific legislation to ensure that 20% of residential units built are affordable, and kickstarts desired mixed-use development through the issuance of economic development grants.

El Paso's approach to TIRZ should be more proactive than reactive.

Most existing TIRZs in El Paso have limited available incremental revenue because property values have not increased substantially since the TIRZ was established. The City should identify opportunities to make catalytic investments in infrastructure, or to support significant private development, in order to grow property values. Issuing TIRZ bonds is one way to finance these upfront investments.

Example | Dallas Oak Cliff TIF

Dallas created the Oak Cliff TIF in 1992 to promote redevelopment, growth and stabilization of the area. The TIF is large, spanning 435 acres, and has enabled the total investment of \$34.4 million in tax increment revenues. This investment has created a significant increase in property values in the area. From 1992 to 2016, the Oak Cliff Gateway sub-



district's assessed value increased 8% annually. TIF funding has directly contributed to the development of 1,100 residential units, and 117,000 SF of retail, flex, and commercial in the area. TIF development has indirectly catalyzed an additional 1,100 residential units, and 545,000 SF of commercial development. Additionally, there is a mandate that 20% of all housing units in projects using direct site-specific TIF funding must be affordable. The Oak Cliff TIF is funded by tax revenues from the City of Dallas and Dallas County.

Dallas' success draws a number of lessons from which El Paso can build to use its TIRZ program more effectively.

Source: City of El Paso, City of Dallas

JOINT TAX INCREMENT REINVESTMENT ZONES | STRATEGIES FOR EL PASO

El Paso should establish new joint TIRZs in priority areas to finance catalytic investments.

Joint TIRZs provide an opportunity to leverage significant upfront investment for revitalization. El Paso should establish new TIRZ in priority areas for development where they do not already exist. For example, “Uptown,” an upcoming area for development given proximity to El Paso’s streetcar line, proposed BRT lines, and the University of Texas at El Paso, could support a TIRZ as property values rise. The area has the potential to support over \$100M in increment over 30 years, given rise in existing real estate values and a modest assumed development program.

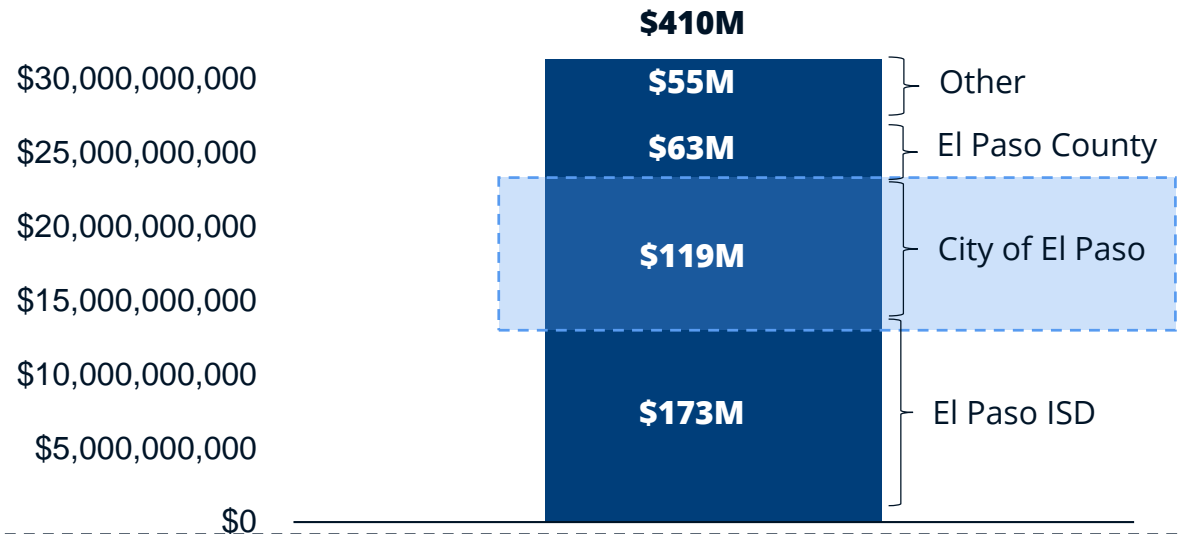
Like tax abatements, TIRZ can be more impactful with participation from multiple taxing entities. The City should gain participation from other taxing entities in TIRZs with significant growth potential.

Potential “Uptown” TIRZ Boundary



Establishment of a new “Uptown” TIRZ has the **potential to create increment of over \$100 million over 30 years**. Addition of additional taxing authorities could raise available increment up to over \$400 million.

Potential 30-Year Increment in “Uptown” TIRZ



Source: El Paso Central Appraisal District, HR&A

HOME REPAIR TAX ABATEMENT | OVERVIEW

Home repair tax abatement offsets property tax increases that result from property value growth due to home improvement repairs.

Single-family home repair tax abatement programs abate the taxes on the increase in property value induced by significant improvements to a property. As homeowners' families grow and needs change, they may want to invest in properties in a higher capacity than completing critical repairs. Such improvements may take the form of remodeling a kitchen, bathroom, or basement; installing new windows, roofing, or driveway; building a deck; upgrading appliances; adding access modifications; or adding an addition to the home. Home repair tax abatement programs typically allow owners to avoid the full tax amount on improvements for an established number of years. Taxing entities would ignore the improvements in annual reappraisals until they are phased into the full tax value.

These policies encourage private actors to invest in their properties by removing the disincentive of higher property taxes.

Abatement for property value growth provide an advantage in rehabilitating and investing in older properties, ability to afford an older home in need of repairs, and ability to market rehabilitated properties. Additionally, for lower-income households, abating property value increase removes the possibility of value increase above what is affordable in annual taxes. Such policies are particularly useful in cities with large concentrations of older housing stock to encourage modernization.

Support for El Paso's Goals

A home repair tax abatement program can support El Paso's goals by:

- Supporting **fiscal sustainability** by encouraging investment in property improvements in priority areas, supporting neighborhood revitalization.

Recommendation:

The City and County should establish a policy, in partnership with other taxing bodies, to provide abatements on value increases from the repair or renovation of residential property in priority areas.

1. Pursue intergovernmental agreements to provide joint abatement with El Paso County and other taxing agencies.
2. Establish a policy to abate the increase in property value caused by investment in properties in priority areas.

HOME REPAIR TAX ABATEMENT | STRATEGIES FOR EL PASO

El Paso's taxes are re-assessed on an annual basis. For homeowner's considering making large investments in improvements or modernizations to their homes, immanent tax valuation increases can provide a disincentive to investment, especially for lower-income earners.

El Paso should establish a policy to abate the increase in property value caused by investment in properties in priority areas.

Based on Richmond's example, for an investment of \$40,000 on the median home value in El Paso, a homeowner would save over \$4,000 in abated City property taxes over 14 years.

El Paso should pursue intergovernmental agreements to provide joint abatement with other taxing agencies.

Full property tax abatement on the increase from improvements would raise savings over 14 to over \$14,000 for the above example.

Investments in properties lead to growth in taxable value, which lead to higher annual property.

For the median home value in El Paso:

\$10K investment	<ul style="list-style-type: none">• Improvement: Bathroom remodel• Annual tax increase: \$300
\$20K investment	<ul style="list-style-type: none">• Improvement: Kitchen remodel• Annual tax increase: \$600
\$30K investment	<ul style="list-style-type: none">• Improvement: Swimming pool• Annual tax increase: \$900
\$40K investment	<ul style="list-style-type: none">• Improvement: New addition• Annual tax increase: \$1,200

Example | Norfolk, VA Tax Abatement Program

Purpose: Encourage significant improvement of residential, commercial and industrial properties throughout the City of Norfolk

Program: Abates full or partial taxes on improvements for 14 years according to the following schedule:

- First 10 years: 0% recognized
- 11th year: 20% recognized
- 12th year: 40% recognized
- 13th year: 60% recognized
- 14th year: 80% recognized

Requirements: Must be a rehabilitation of an existing structure at least 15 years old and structural improvements must increase the assessed value by at least 20%.

Impact: As of 2017, the City has 677 properties with abated assessments across uses, totaling \$8.3M.

Source: El Paso Central Appraisal District, City of Norfolk, HR&A

DEVELOPMENT APPROVAL PROCESS | OVERVIEW

The County and the City should reform and align their development approval processes to encourage more economically sustainable housing development.

The County can require that new higher density subdivisions make investments in infrastructure and amenities. The County has discretionary approval for subdivision developments that have a higher density than 6,000 square feet per lot. It can identify additional investments necessary to mitigate the impact of the new development on the quality of life of existing residents. This might take the form of open space, road improvements or other investments.

To ensure variance requests are evaluated consistently, the County should **establish a set of guidelines for evaluating variance requests.** The guidelines should describe the criteria variance requests will be evaluated based on and able to have investment requirements that are proportionate to the cost to provide services and infrastructure.

The City should evaluate its process for approving infill

development. Infill development is more difficult to regulate because it involves building on a site that is already part of a complex urban fabric. Streamlining the process for developers will help attract private investment to the core of the City, rather than to the edge of the region.

El Paso needs to designate liaisons to guide developers through obtaining development approvals and accessing incentives in priority investment areas. Development liaisons may be City or nonprofit staff who will work closely with developers who propose projects in priority development areas to apply for and obtain incentives.

Support for El Paso's Goals

Reforming the development approval process advances El Paso's housing goals by:

- Supporting **fiscally sustainability** development by requiring new subdivisions to make investments in infrastructure to offset the higher cost of services.
- Creating **vibrant and dynamic** communities by incentivizing infill development with added density and public amenities.

Recommendation:

The County and City should reform their development approval processes to lower regulatory barriers for infill development and require new subdivisions to cover the higher cost of infrastructure and services.

1. Establish a set of guidelines for approving subdivisions variances (County).
2. Streamline the approval and permitting process for infill development (City).
3. Designate developer liaisons to guide developers through the process of obtaining development approvals and accessing incentives in priority investment areas.



CONDUCT JOINT PLANNING

SMALL AREA PLANS | OVERVIEW

Small area plans guide the coordination of investments by public and private stakeholders within neighborhoods.

Small area plans, developed by the City in collaboration with the County, residents, neighborhood organizations, anchor institutions, and other local stakeholders provide a clear set of goals to guide public and private investment, identify priority sites, and communicate neighborhood priorities. They can be effective tools to align the City's housing goals with community need, and coordinate the use of multiple tools in target areas.

Housing policy should be a part of an intentional and multi-pronged approach to neighborhood investment. The City invests in rapid transit, parks, streetscape improvements, sports facilities, and other amenities for El Paso's neighborhoods. These investments are most impactful when multiple complementary efforts align within target neighborhoods.

Developing small area plans for priority areas will enhance the effectiveness of development efforts by multiple stakeholders to meet shared goals for neighborhood revitalization in targeted areas.

Support for El Paso's Goals

Small area plans can support El Paso's goal of providing housing for all residents by:

- Creating **dynamic and vibrant** communities
- Focusing investments in **priority areas**

Small area plans are effective to guide areas of change and revitalization. Once a small area plan is created, it is important for the City to follow through on planned investments so that private sector stakeholders invest in the community as well.

Recommendation:

The City should develop small area plans to coordinate efforts in three of its priority areas.

1. Uptown
2. Medical Centers of America District
3. Chamizal

Downtown is a priority area, but is already guided by redevelopment plans.

Regional planning should also be conducted in the rural communities of El Paso County.

SMALL AREA PLANS | STRATEGIES FOR EL PASO

El Paso should develop small area plans for priority areas.

El Paso should define priority areas in neighborhoods primed for revitalization and target housing investments through intentional planning efforts. Priority areas should have:

- Proximity to employment centers and anchors including universities.
- Significant infrastructure investments such as Bus Rapid Transit and major road improvements.
- Amenities including public parks and schools.
- Socioeconomic need including high poverty and declining homeownership.
- Sites available to support infill development.

The City should use small area plans for priority areas to codify partnerships and leverage resources to guide investment in target neighborhoods.

Not a large scale investment in itself, the small area plan process is a tool intended to encourage coordinated investment and requires follow through in planned investments in order to catalyze private investment.

Effective coordination of investments and public resources will also require the City to partner other public entities including HACEP, El Paso County, and the School District. The City should also partner with neighborhood organizations that can represent local interests.

As needs change, the City should identify new priority areas.

As target neighborhoods revitalize through housing and other public and private investments, the City's geographic priorities and the needs of existing priority areas may change. The City should occasionally reevaluate its priority areas and develop new plans as needed.

Priority Areas for El Paso Housing

Uptown is an emerging area adjacent to downtown and the University of Texas at El Paso. Uptown represents a growing market opportunity for mixed-income housing, with public amenities including parks and transit.

The Medical Centers of America anchors a neighborhood with employment and redevelopment opportunity, and public investments in transit, health, and education. The planned MCA expansion will bring further investment to this area.

Chamizal is the connective link between downtown and the MCA. While the neighborhood is not currently a target for multifamily development, Chamizal would benefit from coordinated investment in homeownership and repairs to existing buildings.

Downtown is a priority area and already a focus for development, but plans are in place to guide this development so a small area plan is not needed.

SMALL AREA PLANS | UPTOWN




Opportunities


- Adjacent to Downtown
- Significant existing residential population, public land, and soft sites
- Streetcar, transit, parks, and recreation center among other public amenities
- Close to University of Texas at El Paso

Challenges

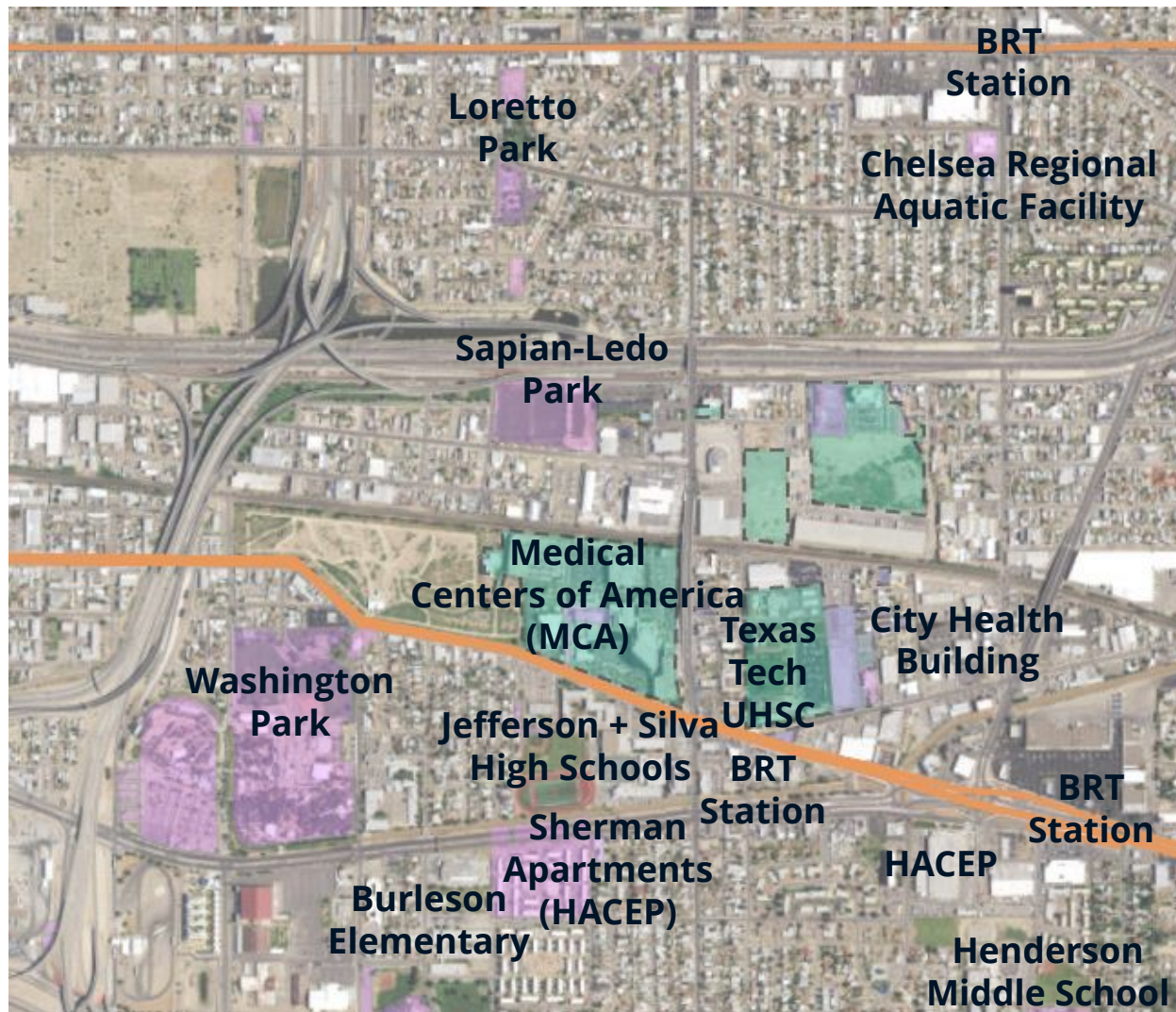
- Cut off from Downtown by Interstate 10 and railyard

 TIRZ

 City Owned Property (improved)

 Gateway 2030 Transit

SMALL AREA PLANS | MEDICAL CENTER OF THE AMERICAS




Opportunities


- Existing public investments in BRT, Medical Center, and Texas Tech University Health Sciences Center
- Existing TIRZ & planned expansion
- MCA Expansion

Challenges

- Limited development sites near BRT and Medical Center
- Train tracks and interstates limit connectivity to adjacent neighborhoods

 TIRZ

 City Owned Property (improved)

 Gateway 2030 Transit

SMALL AREA PLANS | CHAMIZAL



Opportunities

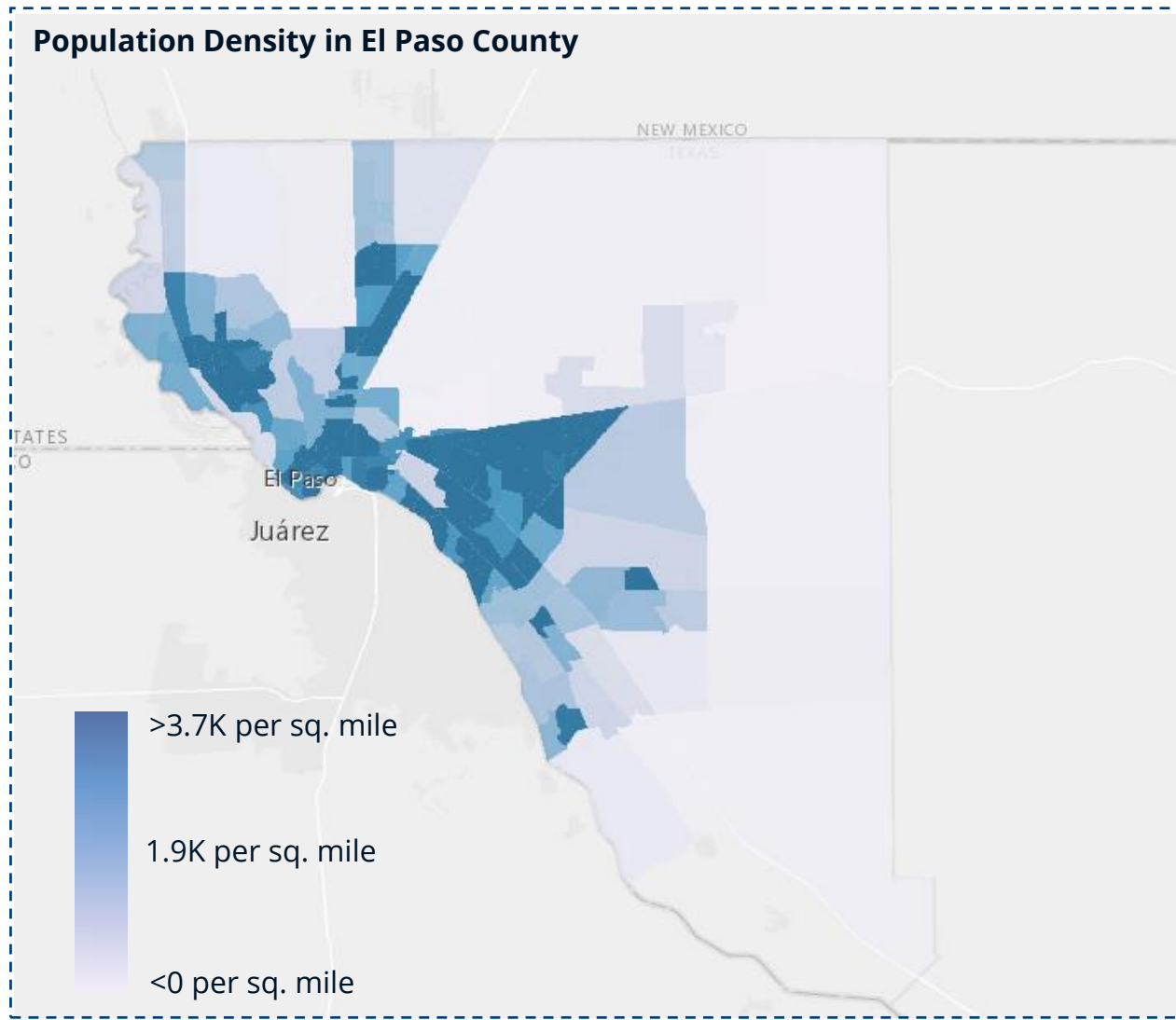
- Between Downtown and MCA
- Planned Alameda light rail extension will anchor growth
- Support homeownership opportunities for existing renters
- Invest in repairing legacy homes

Challenges

- Historically underserved neighborhood with significant poverty

- City Owned Property (improved)
- Gateway 2030 Transit

SMALL AREA PLANS | RURAL COMMUNITIES



Source: American Community Survey, Social Explorer

El Paso County should identify priority rural communities for local planning.

- El Paso County has numerous colonias, small rural communities, and municipalities
- Small area plans can help the County understand the needs and priorities of these communities, and guide investment in housing, infrastructure, services, and commercial development.
- The County should work with local residents and community advocates to identify priority communities for planning.

JOINT HOUSING TASK FORCE | OVERVIEW

The City and County should establish a Joint Housing Task Force, with the School Districts, to develop shared incentive policies and align their public investments.

For one year, representatives from the City, County, and School Districts should convene as a Joint Housing Task Force. Representatives from each governing body are crucial to ensure those making significant investments throughout the region are gathering at the same table. The group should be made up of a variety of City and County Planning and Housing representatives, elected officials, and Finance representations from the City, County, and School Districts. The group should meet regularly for at least one year.

Together, the group should strategize on mutually beneficial policies and prioritize public investments to align towards shared goals. The Task Force should initially meet to coordinate priorities for regional development, then

subsequently meet to develop shared policies and jointly strategize priorities for development of public assets and investments. For example, the Joint Task Force should align priorities for publicly-owned land, identify underutilized parcels, and coordinate potential land swaps. The Task Force should also lead the development of joint TIRZ and incentive policies. Over the course of the year, the Joint Housing Task Force should establish actionable next steps and assign implementation responsibilities to ensure work moves forward.

Support for El Paso's Goals

Establishing a Joint Housing Task Force advances El Paso's housing goals by:

- Supporting **fiscal sustainability development** by aligning incentive policies to support shared goals.
- Creating **vibrant and dynamic** communities by jointly strategizing uses for public assets to achieve maximum public benefit.

Recommendation:

The City, County and School Districts should establish a Joint Housing Task Force to develop shared incentive policies and align public investments.

1. Identify representatives from each governing body.
2. Coordinate priorities for regional goals and development.
3. Meet regularly to align policies and assets, assign implementation responsibility, and provide updates on progress.

ACTION PLAN

ACTION PLAN | 9% LOW-INCOME HOUSING TAX CREDITS

1. Revise local support criteria to:
 - incentivize development in a narrower set of priority areas in coordination with small area plans.
 - prioritize support for mixed income and deeper affordability.
2. Publish revised support criteria well in advance of LIHTC application deadlines so affordable housing developers have time to incorporate local support criteria in their pipeline.
3. Partner with neighborhood organizations on an annual basis to support LIHTC projects in their neighborhood.



Responsible Actors

- City staff and leadership
- Housing Task Force
- Affordable housing developers
- Neighborhood organizations



Timing

- 3-6 months, at least 6 months before annual application deadline



Potential Impact

- Better located 9% projects
- More units affordable to households at lower income levels

ACTION PLAN | 4% LOW INCOME HOUSING TAX CREDITS

1. Reserve multiple years of HOME fund allocations for support of 4% LIHTC projects.
2. Encourage 4% LIHTC projects on public land or public building rehabilitations in targeted locations.
3. Partner with HACEP to place Project Based Vouchers in 4% LIHTC projects to increase supportable permanent loans for each project.
4. Utilize Housing Trust Fund to support projects every two years rather than every four years.



Responsible Actors

- City staff and leadership
- HACEP



Timing

- Ongoing, first project will take four years of funding



Potential Impact

- 200 additional units every 3 to 4 years without additional local funding

ACTION PLAN | DEVELOPMENT APPROVAL PROCESS

1. Convene a County and stakeholder working group to establish a set of guidelines for approving subdivisions.
2. Convene a City and stakeholder working group to streamline the approval and permitting processes for infill development.
3. Hire or assign Developer Liaisons on City Staff, or contract with a nonprofit to fill the role.
4. Assign responsibility within a City staffer's role to pair developers with a Development Liaison.



Responsible Actors

- City staff and leadership
- El Paso County staff and leadership
- Housing Task Force
- Developers



Timing

- 12 months



Potential Impact

- Guidelines for approving subdivisions at the County level
- Streamlined approval and permitting processes at the City level
- Increased infill development in priority areas

ACTION PLAN | PUBLIC LAND SALE POLICY

1. Partner with other public property owners to discuss shared needs and housing development goals.
2. Inventory available public land and facilities (the City has already begun this process for its own inventory).
3. Hire a consultant to develop a policy for the disposition of public property with specific recommendations for prioritizing potential infill development sites and targets for level of subsidy, housing type, and production level. Develop a process to issue and review Requests-for-Proposals (RFPs) for development.
4. Gain approval for the process from the City and the County.
5. Release an RFP for priority sites, review proposals and negotiate with developers for public benefits.
6. Begin acquisition of development sites guided by small area plans.



Responsible Actors

- City staff and leadership
- El Paso County, HACEP, and other public landowning entities
- Housing Task Force
- Developers



Timing

- 6 months (Steps 1-5)
- 6-12 months, in alignment with small area planning (Step 6)



Potential Impact

- Approximately 47 units per acre of land with 4-story, vertical mixed-use multifamily housing
- Increased housing and mixed-use development in target areas

ACTION PLAN | JOINT TAX ABATEMENT INCENTIVE POLICY

1. Establish a working group to craft a joint tax abatement policy based on shared economic development and housing goals.
2. Determine the parameters of the new policy including selecting target areas and development types, sizing the level of abatement from each participating entity, and codifying approval processes.
3. The City, County, and other participating entities enact or approve the new policy.
4. Consider hiring a consultant to conduct a review of all local incentive policies and make recommendations to realign with City and County priorities.



Responsible Actors

- City housing and economic development departments
- City council
- El Paso County staff and leadership
- El Paso Independent School District, University Medical Center of El Paso, El Paso Community College



Timing

- 6 months (Steps 1-3)
- 12 months (Step 4)



Potential Impact

- Up to 180% increase in tax abatement
- Increased housing and mixed-use development in target areas

ACTION PLAN | JOINT TAX INCREMENT REINVESTMENT ZONES

1. Establish a working group to craft a joint TIRZ policy based on shared economic development and housing goals.
2. Select target areas for TIRZ designation or expansion.
3. Develop financing plan, hold public meeting, adopt ordinance at the City and County.
4. Issue bonds to finance initial development.



Responsible Actors

- City housing and economic development departments
- City council
- El Paso County staff and leadership
- El Paso Independent School District, University Medical Center of El Paso, El Paso Community College



Timing

- 12 months



Potential Impact

- \$119-\$410M in incremental tax revenue to support reinvestment over 30 years
- Increased housing and mixed-use development in target areas

ACTION PLAN | JOINT HOUSING TASK FORCE

1. Identify representatives from each governing body.
2. Define priorities and goals for regional development, identify ways to align policies, and coordinate public assets.
3. Meet regularly to strategize implementation and provide updates on progress.



Responsible Actors

- City housing and economic development departments
- City council
- El Paso County staff and leadership
- El Paso Independent School District, University Medical Center of El Paso, El Paso Community College



Timing

- 12 months



Potential Impact

- Increased impact for incentives and TIRZ policies
- Regional strategy for the use and sale of public land

ACTION PLAN | HOUSING TRUST FUND

1. Establish a working group with City, County, developer, and housing advocate stakeholders to determine appropriate size and programs supported by Housing Trust Fund.
2. Based on working group report, City to dedicate annual funding to finance the Housing Trust Fund.
3. Hire staff to manage Housing Trust Fund.



Responsible Actors

- City staff and leadership
- Working group



Timing

- 3-6 Months for working group
- 12-18 Months to implement recommendations



Potential Impact

- Dependent on funding capacity

ACTION PLAN | DOWN PAYMENT ASSISTANCE

1. Establish a working group to review existing down payment programs and identify strategies to streamline them for added impact.
2. Develop and release an RFP for a non-profit partner to operate the revised down payment assistance program.
3. Select non-profit partner and execute an agreement
4. Continue to look for additional funding sources including banking institutions, philanthropic partners, and city-controlled funding sources.



Responsible Actors

- City's housing department
- HACEP
- El Paso Housing Finance Corporation
- Non-profit partners
- Banking partners
- Philanthropic partners



Timing

- 6 months



Potential Impact

- Approximately 100 households annually, operating under the NeighborhoodLIFT model with the same amount of funding
- Increased homeownership in priority neighborhoods locations

ACTION PLAN | HOME REPAIR LOAN

1. Develop and release an RFP for a non-profit partner to operate the City's home repair loan program.
2. Select non-profit partner and execute an agreement.
3. Target marketing and outreach or prioritize homeowners in priority areas.
4. Continue to look for additional funding sources including banking institutions, philanthropic partners, and city-controlled funding sources.



Responsible Actors

- City's housing department
- Non-profit partners
- Banking partners
- Philanthropic partners



Timing

- 6 months



Potential Impact

- Loans made to approximately 51 households annually
- Improved housing quality in priority neighborhoods

ACTION PLAN | FINANCIAL COUNSELING

1. Establish a working group with City and County partners to establish targets and funding sources and develop a Request-for-Proposals for a non-profit partner to operate the financial counseling program.
2. Issue RFP and select partner.
3. Dedicate funding from City and County
4. Identify other funding sources from philanthropic or banking institutions.



Responsible Actors

- City staff and leadership
- County staff and leadership
- Non-profit partner
- Banking and philanthropic institutions



Timing

- 6 months



Potential Impact

- Approximately 1,200 households annually for financial counseling
- Increased participation in traditional banking
- Increase in El Pasoans' credit scores

ACTION PLAN | HOME RENOVATION PROGRAM

1. Establish a working group with City and County partners to establish targets and funding sources and develop a Request-for-Proposals for a non-profit partner to operate the home renovation revolving fund.
2. Issue RFP and select partner.
3. Dedicate initial funding for the revolving fund



Responsible Actors

- Working Group
- City staff and leadership
- Nonprofit partner



Timing

- 6-12 months



Potential Impact

- Renovated move-in ready homes in infill locations
- Amount dependent on funding capacity

ACTION PLAN | SMALL AREA PLANS

1. Confirm Uptown, MCA, and Chamizal as the three priority locations to create small area plans for with city leadership.
2. Issue RFP and select consultant to run first small area planning process.
3. As the process for the first neighborhood concludes, begin the process for the next neighborhood.



Responsible Actors

- City staff and leadership
- Neighborhood organizations
- Consultants to lead each plan effort



Timing

- 6-10 months per plan
- 2 years for 3 plans



Potential Impact

- Prioritize and guide other investments



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El Paso, TX

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CITY OF EL PASO, TEXAS LEGISTAR AGENDA ITEM SUMMARY FORM

DISTRICT, DEPARTMENT, CONTACT INFORMATION:

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

All Districts

Environmental Services, Ellen A. Smyth, (915) 212-6000

AGENDA LANGUAGE:

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

Update on Median Maintenance.

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

AGENDA DATE: November 8, 2022

PUBLIC HEARING DATE: N/A

CONTACT PERSON(S) NAME AND PHONE NUMBER: Ellen A. Smyth, (915) 212-6000

DISTRICT(S) AFFECTED: All

STRATEGIC GOAL: Goal 3 – Promote the Visual Image of El Paso

SUBGOAL:

SUBJECT:

Operational Update on Median Maintenance

BACKGROUND / DISCUSSION:

PRIOR COUNCIL ACTION:

N/A

AMOUNT AND SOURCE OF FUNDING:

HAVE ALL AFFECTED DEPARTMENTS BEEN NOTIFIED? ☒ YES ☐ NO

PRIMARY DEPARTMENT: Environmental Services Department

SECONDARY DEPARTMENT:

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

DEPARTMENT HEAD:



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



Legislation Text

File #: 22-1366, Version: 1

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

DISTRICT, DEPARTMENT, CONTACT INFORMATION:

*Please choose District and Department from drop down menu. Please post exactly as example below.
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All Districts

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

AGENDA LANGUAGE:

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

Presentation and discussion on El Paso Animal Services Medical Operations. [POSTPONED FROM 10-25-2022]

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

AGENDA DATE:
PUBLIC HEARING DATE:

CONTACT PERSON(S) NAME AND PHONE NUMBER:

DISTRICT(S) AFFECTED:

STRATEGIC GOAL:

SUBGOAL:

SUBJECT:

APPROVE a resolution / ordinance / lease to do what? OR AUTHORIZE the City Manager to do what? Be descriptive of what we want Council to approve. Include \$ amount if applicable.

BACKGROUND / DISCUSSION:

Discussion of the what, why, where, when, and how to enable Council to have reasonably complete description of the contemplated action. This should include attachment of bid tabulation, or ordinance or resolution if appropriate. What are the benefits to the City of this action? What are the citizen concerns?

PRIOR COUNCIL ACTION:

Has the Council previously considered this item or a closely related one?

AMOUNT AND SOURCE OF FUNDING:


How will this item be funded? Has the item been budgeted? If so, identify funding source by account numbers and description of account. Does it require a budget transfer?

HAVE ALL AFFECTED DEPARTMENTS BEEN NOTIFIED? ____ YES ____ NO

PRIMARY DEPARTMENT:
SECONDARY DEPARTMENT:

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

DEPARTMENT HEAD:



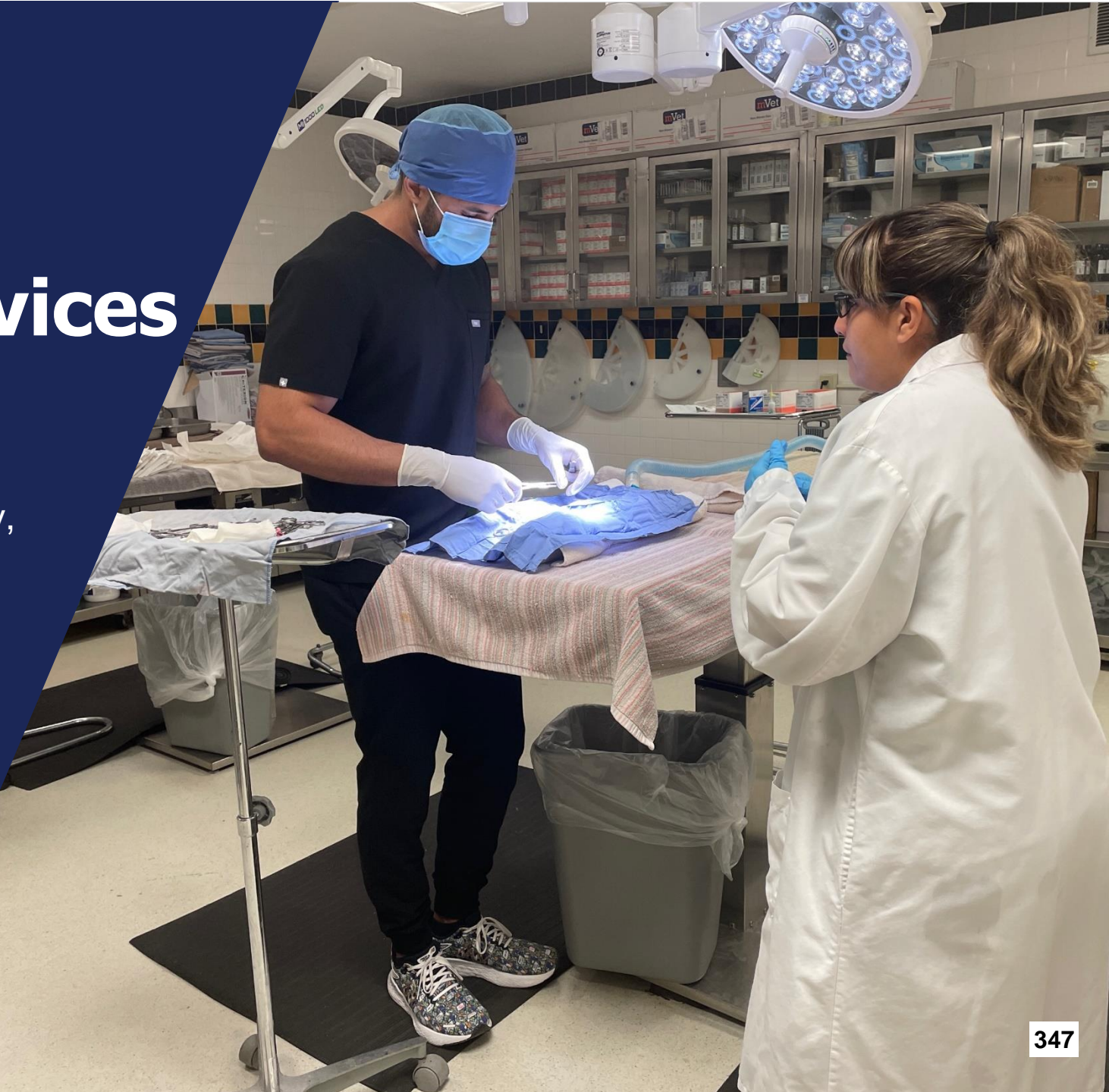
(If Department Head Summary Form is initiated by Purchasing, client department should sign also)



El Paso Animal Services

Medical Operations

Goal 8: Nurture and Promote a Healthy,
Sustainable Community.



Overview

- Medical Operations Introduction
- COVID Challenges
- What makes up the Medical Operations Team
- Vet Science Students
- Medical Program Development





Medical Operations

Our medical team provides compassionate veterinary care—from managing pet health and wellness, to specialized lifesaving care. With a large animal population, disease control is also a major focus area for the team.

In addition to managing and caring for our shelter population, Medical Operations also plays an important role in the pet health and wellness of the El Paso community, as we provide much-needed services to many families.



So far this year, El Paso Animal Services has assisted over 8,200 community-owned pets with pet wellness services.



Effects of COVID

- Veterinary services reduced in the community
 - Vaccinations
 - Spay and Neuter surgeries
 - Trap Neuter Release (TNR)
 - Medical supplies reserved for hospitals



CARING FOR VETERINARY PATIENTS

If you're in an area with active COVID-19 cases, consider:

- Limiting patient care to acutely ill animals and/or emergencies
- Rescheduling elective procedures
- Sick or injured should receive veterinary attention
- Be strategic in the use of personal protective equipment (PPE), including masks, gowns, and gloves.
- Actively seek to utilize telemedicine

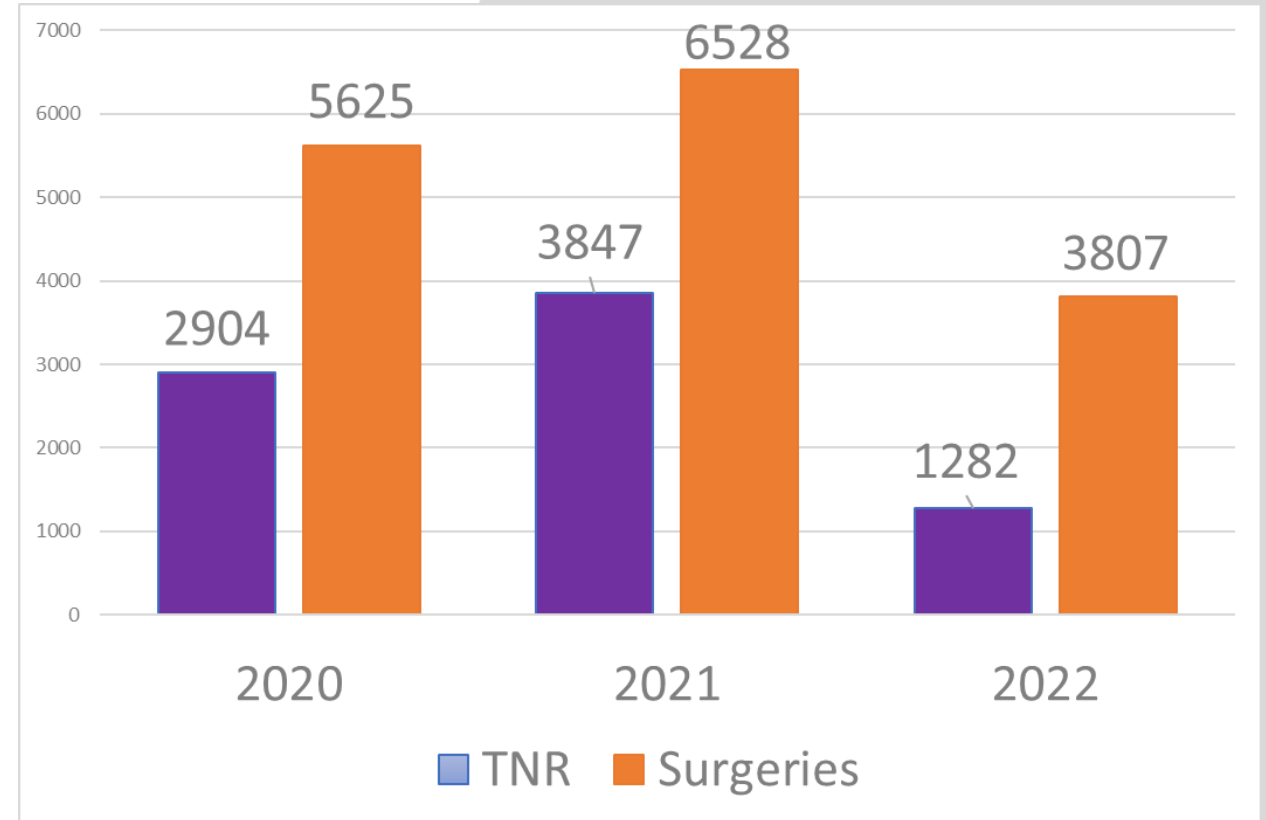


#COVID19

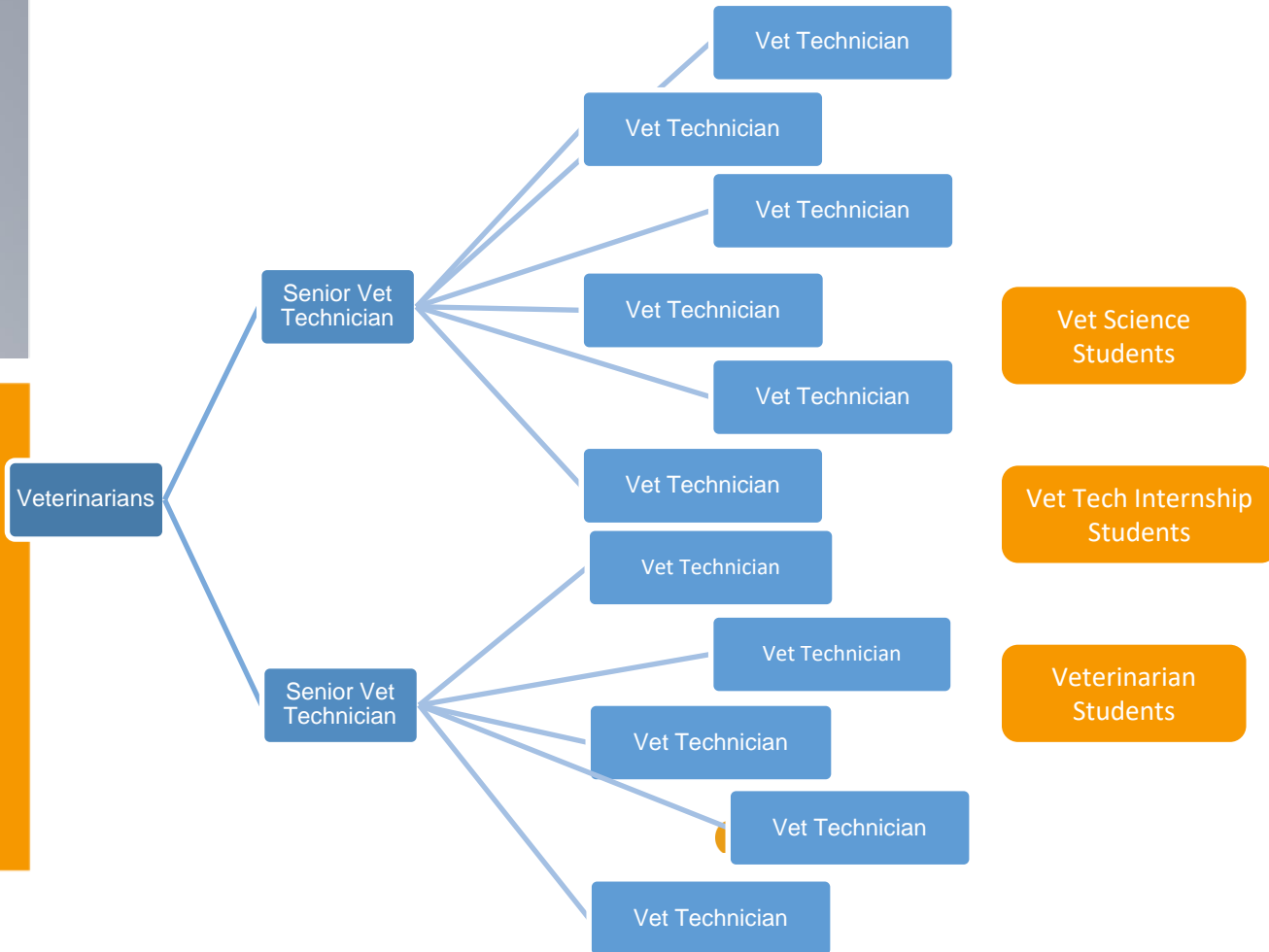


EPAS Response

- Mega Vaccination Clinics started
- Embed Veterinary Technician with Resource Rovers – Boots on the Ground
- Utilized relief and visiting veterinarians to assist with surgeries
- Relaunched TNRs surgeries September 2020
- Curbside foster services during COVID



Medical Team



Medical Team

The Medical Operations team focuses on El Paso Animal Services' Strategic Goal 2- Provide healthier pets



VETERINARIANS

Diagnose and treat animals at the shelter and in foster, develop medical protocols, prescribe treatment plans, perform surgeries, disease prevention and control, Rabies control



VET TECHNICIANS

Under Veterinarian direction perform assessments and treatments, administer medication, surgical aid, medical documentation and follow-up, monitor sick isolation, euthanasia



VET SCIENCE STUDENTS

Under Veterinary Technician direction, assist with treatments and vaccinations, basic animal care, support services for medical team



Medical Team Training

- Euthanasia Technician – Texas Health & Safety Code Chapter 821
- Trained in administering medication not requiring extensive tests or surgery
- Specialty training – exotics, small animal, disease control, etc.
- Conferences and optional CEUs to enhance learning
- Fractious animal handling



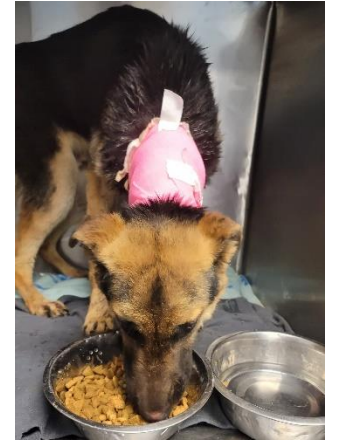
Management of Disease Control

- Vaccinate all cats & dogs on intake
- Daily rounds of all animals in our shelter
- Identifying any sick animals upon intake or throughout the pet's time at the shelter or in foster
- Schedule and administer medication
- Movement of sick animals to isolation wards
- Clean and disinfect target areas
- Daily quarantine checks
- Veterinarians develop medical protocols to reduce disease in the shelter
- Ensure only* healthy animals are transported to rescue partners through Health Certificates



Providing Care to Sick and Injured Animals

- Assess any injured or sick animals
- Administer vaccines
- Develop and carry out a treatment plan if one is available
- Provide medical care to our cruelty and neglect victims
- Provide humane euthanasia



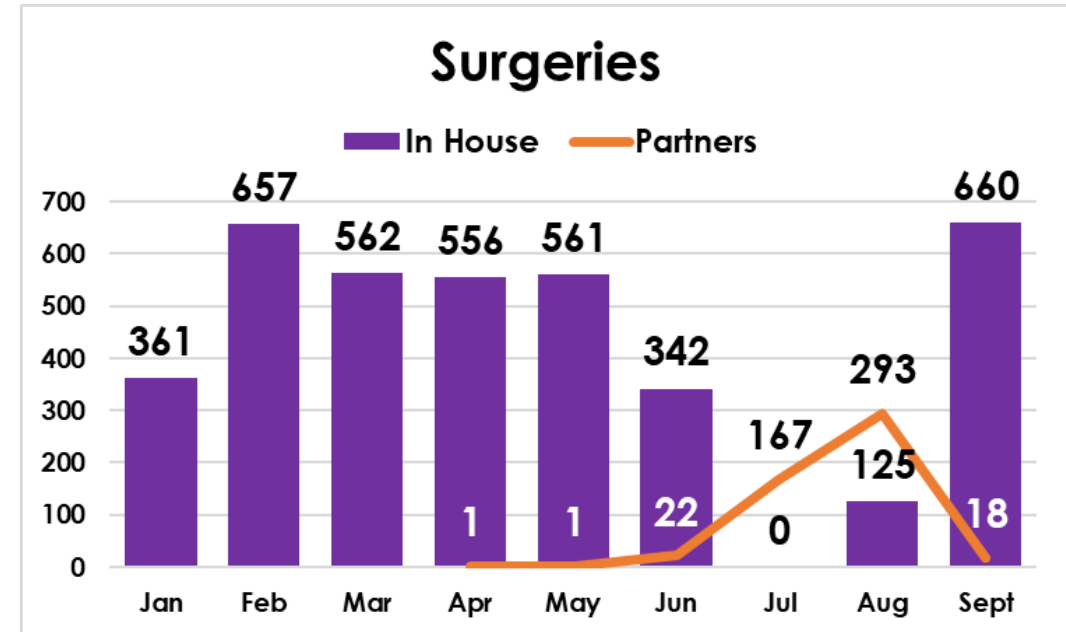
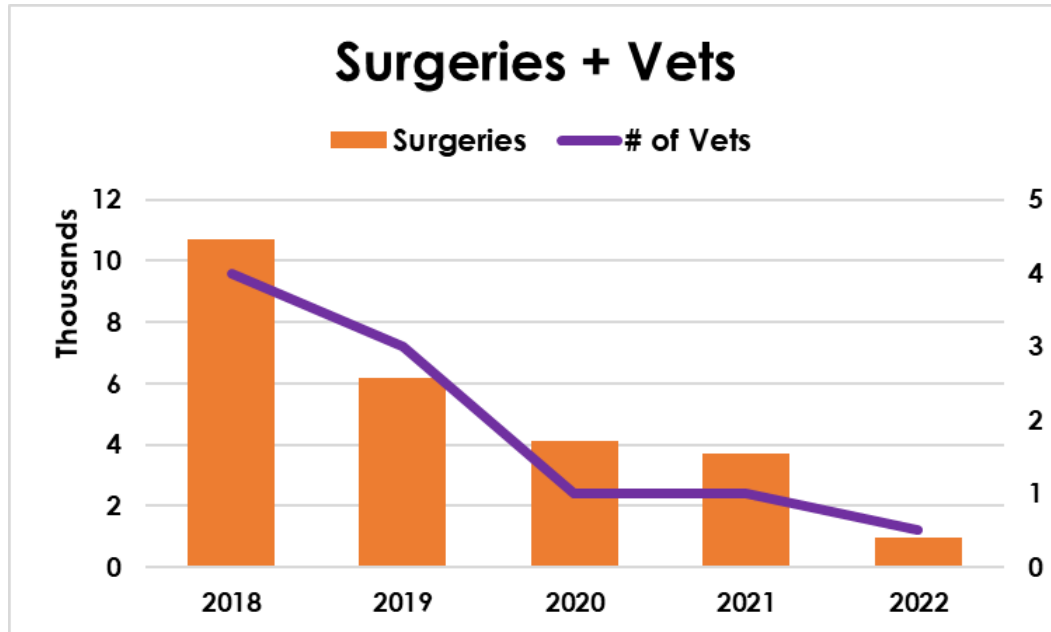
Common medical needs in the shelter: parvo, distemper, upper respiratory infections, ringworm, kennel cough, gastrointestinal, parasites, giardia, ear infections, injuries, mange/allergies



Surgical

- Spay/neuter every adoptable animal
- Spay/neuter community cats
- Specialty surgeries: amputations, enucleations, etc.





Vet Science Students

- Partner with 4 local high schools – Clint, Eastlake, El Dorado, Pebble Hills
- Students receive in-classroom education at school, and complete 400-500 clinical hours at El Paso Animal Services
- This program prepares students for the TVMA Certified Vet Assistant certification exam once hours are complete
- Students graduate high school with a professional certification



Medical Program Development

- Chief Veterinarian Position Created – 2018
- Medical protocols created (reviewed yearly) - 2017
- Senior Veterinary Technician Positions Created – 2022
- Increase veterinarian salary to competitive wage - 2022
- Development of clinic partnerships and increase veterinary contracts
- \$1.5 Million contract for veterinary services approved - 2022



Veterinary Technician Appreciation Week

October 17 - 23

Thank you to our hardworking medical team for their dedication and care for the 20,000+ pets that enter the shelter every year!

Luis Hermosillo
Nick Saldivar
Mario Bonilla
Mario Arnal
Wesley Walker
Lori Carbajal
Laurel Guffey

Gustavo Willis
Diana Rios-Arias
Paulina Nuñez
Noemi Monge
Josefina Frausto
Roman Portillo



Mission

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

Values

Integrity, **R**espect, **E**xcellence,
Accountability, **P**eople

Vision

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

Misión

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

Valores

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

Visión

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



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CITY OF EL PASO, TEXAS
LEGISTAR AGENDA ITEM SUMMARY FORM

DISTRICT, DEPARTMENT, CONTACT INFORMATION:

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All Districts

Capital Improvement Department, Sam Rodriguez, (915) 212-0065

AGENDA LANGUAGE:

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

Presentation and discussion on Pavement Condition Index (PCI) results. [POSTPONED FROM 10-25-2022]

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

AGENDA DATE: October 24, 2022

PUBLIC HEARING DATE: N/A

CONTACT PERSON(S) NAME AND PHONE NUMBER: Sam Rodriguez, P.E., City Engineer, 212-0065

DISTRICT(S) AFFECTED: ALL

STRATEGIC GOAL: No.7: Enhance and Sustain El Paso's Infrastructure Network

SUBGOAL: N/A

SUBJECT:

Presentation and discussion on Pavement Conditions Index (PCI) results.

BACKGROUND / DISCUSSION:

This presentation will provide an overview of the PCI history, results, website and next steps.

PRIOR COUNCIL ACTION:

N/A

AMOUNT AND SOURCE OF FUNDING:

N/A

HAVE ALL AFFECTED DEPARTMENTS BEEN NOTIFIED? ___ YES X NO

PRIMARY DEPARTMENT:

SECONDARY DEPARTMENT:

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

DEPARTMENT HEAD:

Sam Rodriguez

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



CITY OF EL PASO

Street Pavement Condition Index Study

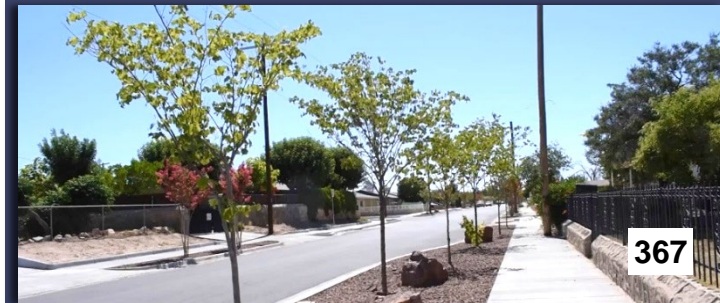
October 25, 2022





TABLE OF CONTENTS

1. Street Inventory
2. How Streets Deteriorate
3. Historic Investment
4. PCI Results
5. PCI Website
6. Next Steps



7: Enhance and Sustain El Paso's Infrastructure Network



Strategic Plan Alignment



City of El Paso Streets Inventory



6,117 streets

5,769 residential streets
188 arterial streets
160 collector streets



Over 2,400 centerline miles



\$3.6 Billion Asset

CONTRIBUTING FACTORS TO STREET DETERIORATION

- Decades of minimal and inconsistent investment in street resurfacing and street reconstruction
- Damage from storm water runoff and drainage systems – water penetrating pavement deteriorates the road base and subgrade
- Impact of permitted and illegal pavement cuts
- Increase in development, leading to larger traffic volumes than they were constructed to support
- Urban sprawl and development

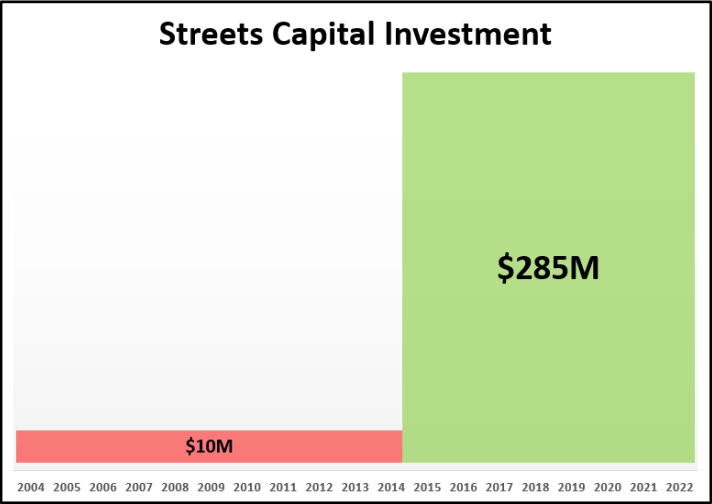


485
Resurfaced
Streets
(2013 - Present)

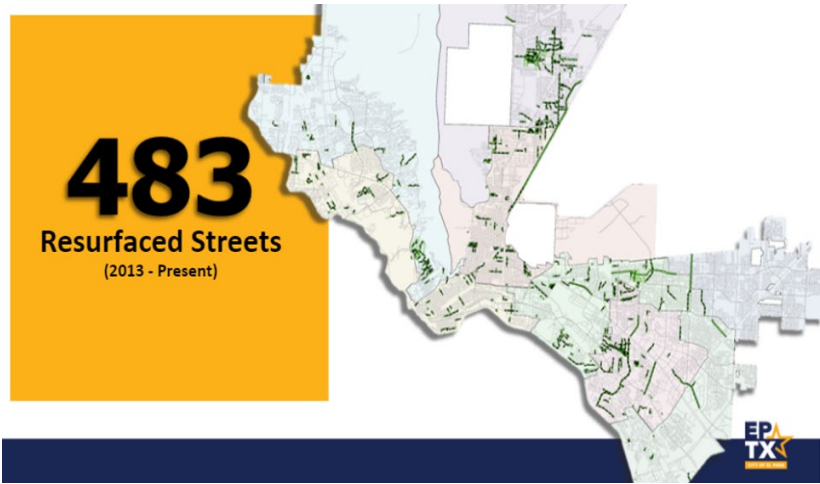
Alignment & Integration



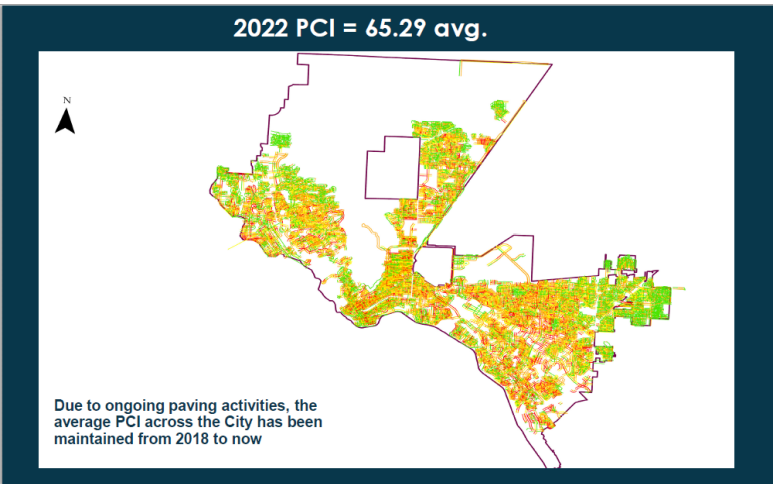
Streets Capital Investment
Funding



Resurfaced Streets
2013 - Present



2022 Pavement
Condition Index (PCI)



2008 Avg. PCI = 75.54
2018 Avg. PCI = 65.42
2022 Avg. PCI = 65.29

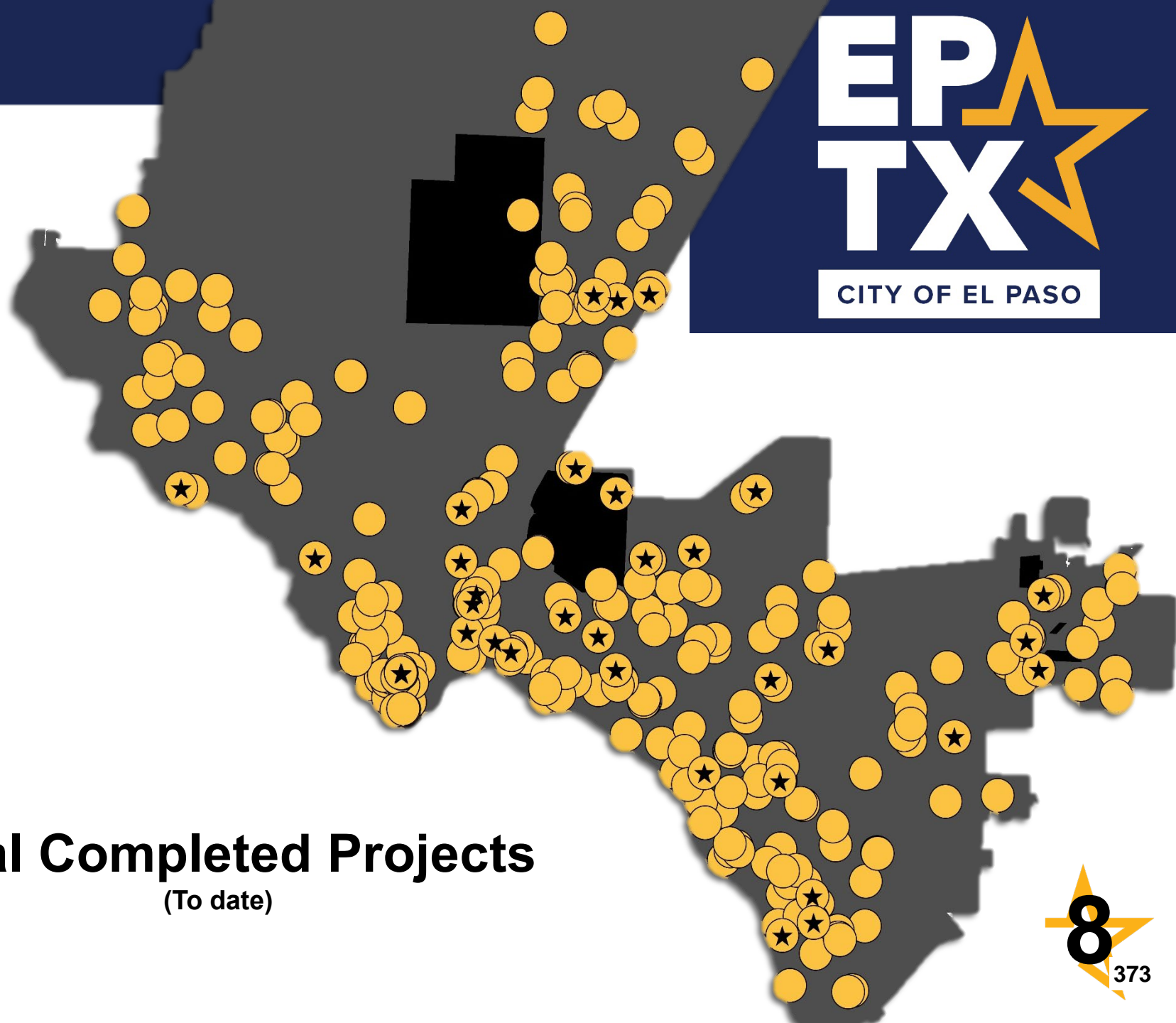


Completed Projects Map

★ FY 2022 Completed Projects

461

Total Completed Projects
(To date)





178 +
Park and
Recreation Improvements

63 +
Facility
Improvements



173 +
Transportation
Improvements



25 +
Airport
Improvements



22 +
Public Safety
Improvements

PCI – What is it?

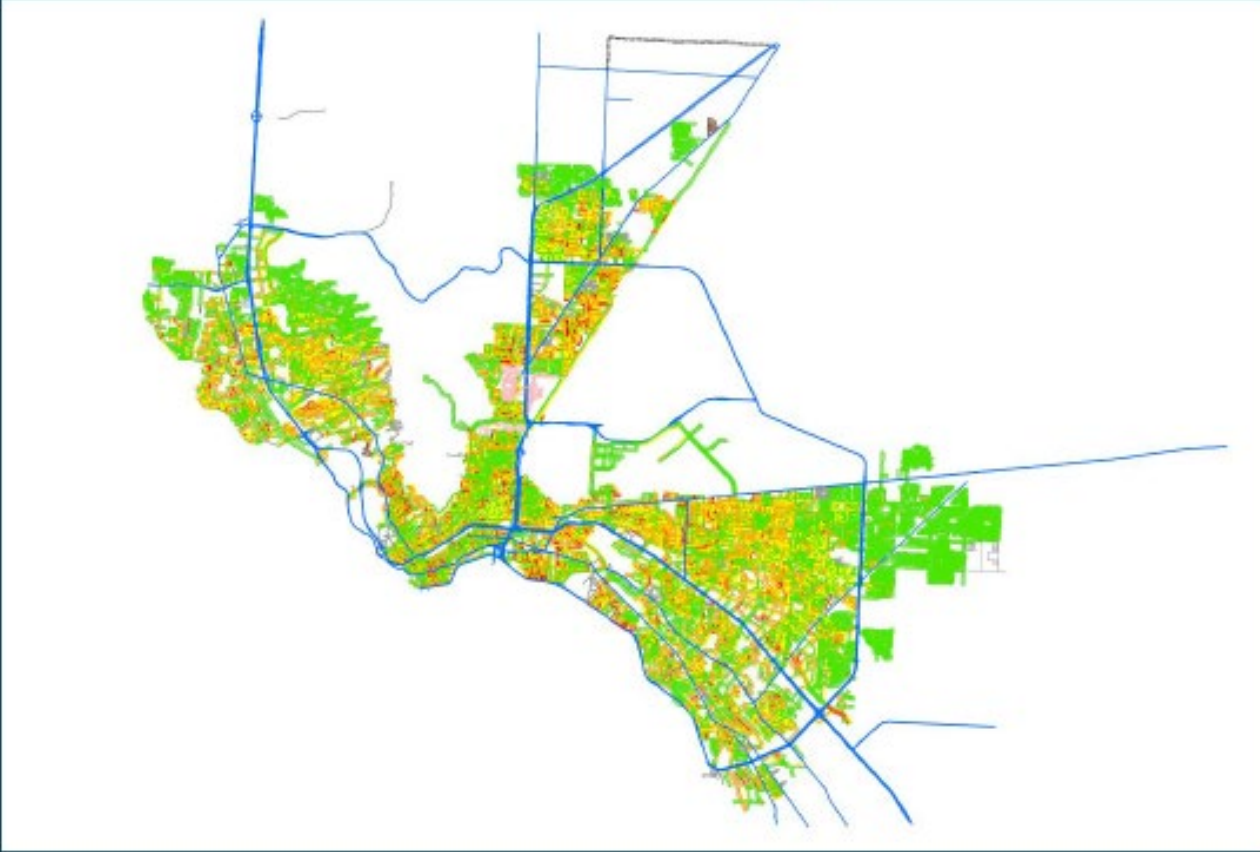


PAVEMENT CONDITION INDEX

- Pavement Condition Index (PCI) is data used to assess the general condition of pavement.
- It is a numerical indicator that rates the general condition of the surface pavement of a road from 0-100.
 - New streets = 100; very poor < 30
 - *Currently at average 65*
- The data can be used as a tool for decision-making on infrastructure improvements.
- Provides forecasting, which can assist with planning future improvements.
- The City reevaluates pavement through a PCI study every 4-5 years in order to
 - Acquire relevant data about the present-day conditions, to acquire data about the deterioration of the network over time, and to utilize as a primary tool in making capital project decisions on street right of way.

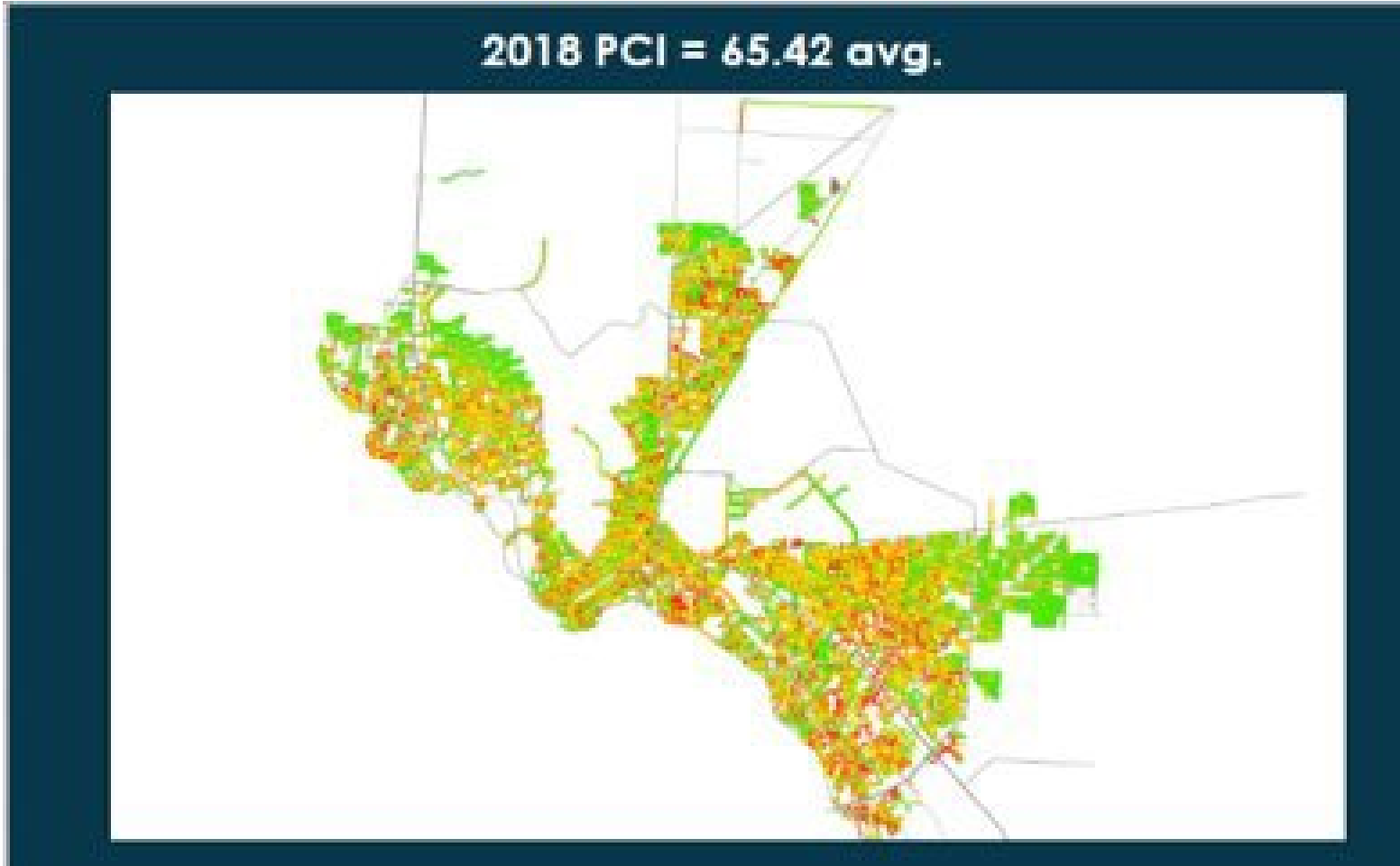
2008 PCI PAVEMENT CONDITION INDEX

2008 PCI = 75.54 avg.




PCI range	Class
85-100	Good
70-85	Satisfactory
55-70	Fair
40-55	Poor
25-40	Very Poor
10-25	Serious
0-10	Failed

2018 PCI PAVEMENT CONDITION INDEX

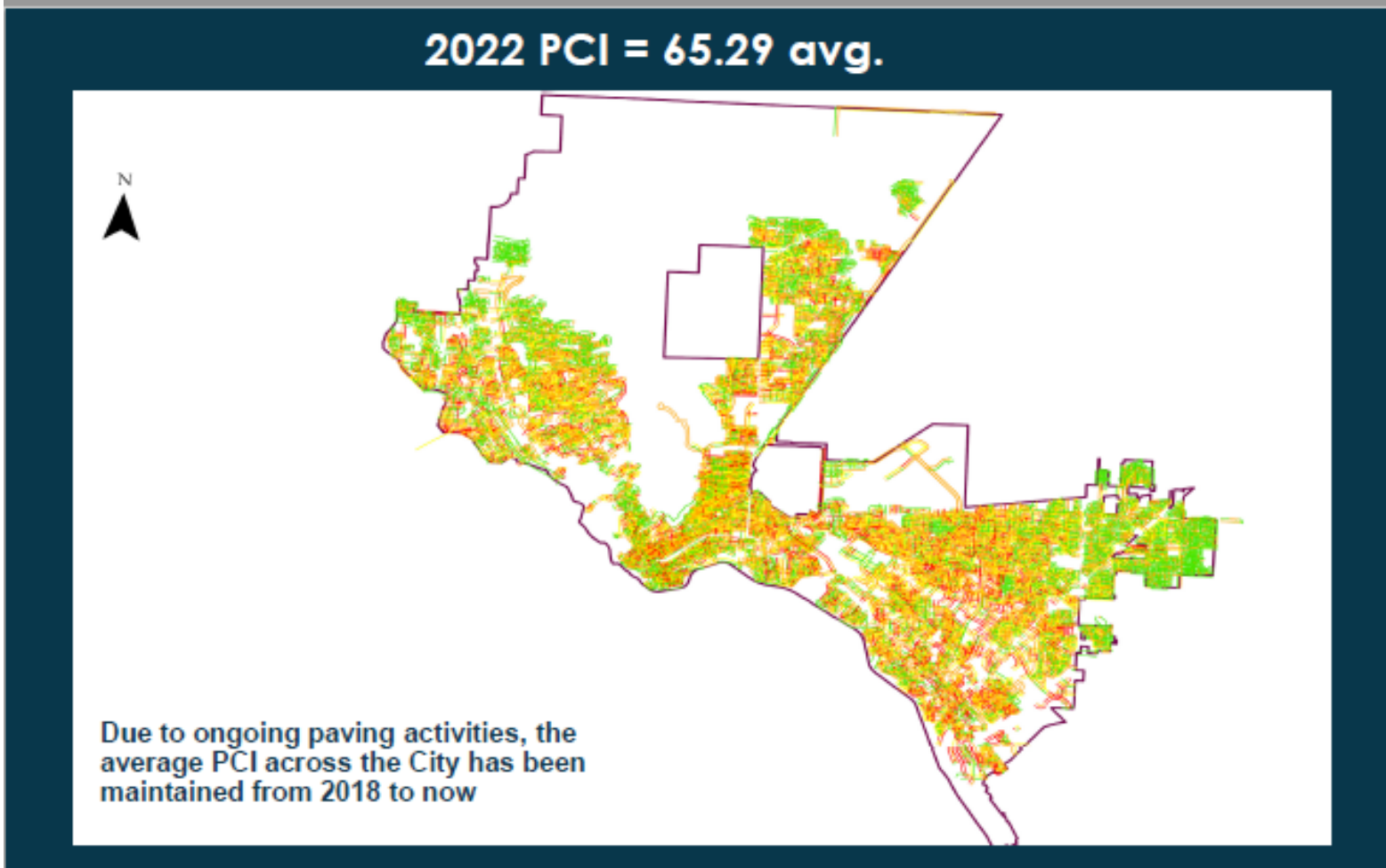


CITY OF EL PASO

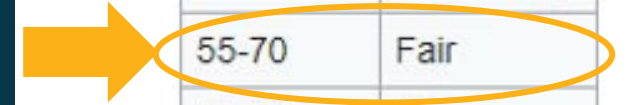


PCI range	Class
85-100	Good
70-85	Satisfactory
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40-55	Poor
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10-25	Serious
0-10	Failed

2022 PCI PAVEMENT CONDITION INDEX



PCI range	Class
85-100	Good
70-85	Satisfactory
55-70	Fair
40-55	Poor
25-40	Very Poor
10-25	Serious
0-10	Failed



El Paso PCI's



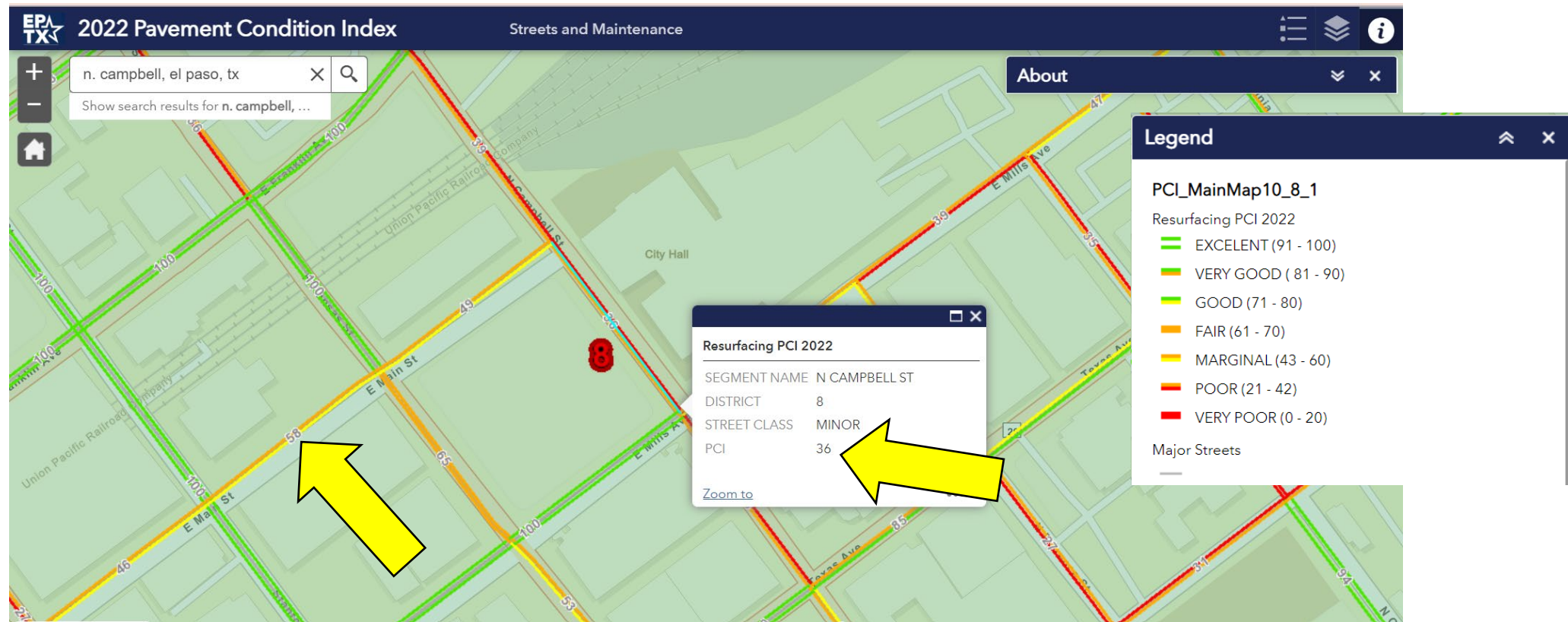
CITY OF EL PASO

PCI Range	Condition Description	2022 Data % of Network	2018 Data % of Network	2008 Data % of Network
91-100	Excellent	11.57 %	27.66 %	26.75 %
81-90	Very Good	17.52 %	14.16 %	22.72 %
71-80	Good	16.16 %	15.48 %	17.06 %
61-70	Fair	12.21 %	10.31 %	17.59 %
43-60	Marginal	25.08 %	19.56 %	10.46 %
21-42	Poor	17.41 %	10.06 %	5.00 %
0-20	Very Poor	0.05 %	2.77 %	0.42 %
COEP PCI Average		65.29	65.42	75.54
Percentage Good or Higher		45.25 %	57.30 %	66.5 %
Percentage Fair or Lower		54.75 %	42.70 %	33.5 %

Presently more than 50% of streets in fair to very poor condition

PCI Study 2022 – Website available for public use to view your Streets PCI

View PCI Map



Street Pavement Continues to be a high priority for our Community

PCI Study Completed – Website available for public use

Public Information Campaign Underway for the November 2022 Community Progress Bond

Next Funding Available (recommendation for streets will be presented first quarter in 2023 based on criteria from slide 23)

- **FY 24/25- \$14 M Residential (\$7M Pay Go per year)**
- **FY 24/25 - \$6 M Collector (\$3M Pay Go per year)**

If Bond Passes on November 8, 2022:

- **FY 24 /25 \$7 M residential (\$3.5 M per year) increased total of \$10.5M**
- **Rollout of the top 50 Arterial pavement upgrades**



Ongoing Outreach

Join Us!



THURSDAY, SEPTEMBER 1, 2022

6 PM

Northeast Regional Command Center
9600 Dyer

WEDNESDAY, SEPTEMBER 7, 2022

6 PM

Municipal Services Center
7968 San Paulo

WEDNESDAY, SEPTEMBER 14, 2022

6 PM

Marty Robbins Rec Center
11620 Vista Del Sol

TUESDAY, SEPTEMBER 20

6 PM

Virtual Meeting

WEDNESDAY, SEPTEMBER 21, 2022

5:30 PM

Clardy Fox Library
5515 Robert Alva

WEDNESDAY, SEPTEMBER 21, 2022

6 PM

Region 19
11670 Chito Samaniego

THURSDAY, SEPTEMBER 22, 2022

6 PM

The Beast Community Center
13501 Jason Crandall

WEDNESDAY, SEPTEMBER 28, 2022

6 PM

Memorial Senior Center
1800 Byron

THURSDAY, SEPTEMBER 29, 2022

6 PM

Galatzan Rec Center
650 Wallenberg

FRIDAY, SEPTEMBER 30

7:30 AM

Denny's
4690 Woodrow Beam Transmountain

THURSDAY, OCTOBER 6, 2022

6 PM

Westside Regional Command Center
4801 Osbourne

WEDNESDAY, OCTOBER 12 8:00 am

Village Inn
7144 Gateway Blvd East



Ongoing Outreach

Join Us!



Additional meetings for community stakeholders:

- Moms On Board
- Chamber of Commerce
- Hispanic Chamber of Commerce
- Green Hope Project
- Frontera Land Alliance





Mission

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



Vision

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



Values

Integrity, Respect, Excellence, Accountability, People



Misión

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



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



Valores

Integridad, Respeto, Excelencia, Responsabilidad, Personas



El Paso, TX

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El Paso, TX

Legislation Text

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CITY OF EL PASO, TEXAS LEGISTAR AGENDA ITEM SUMMARY FORM

DISTRICT, DEPARTMENT, CONTACT INFORMATION:

*Please choose District and Department from drop down menu. Please post exactly as example below.
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All Districts

Streets and Maintenance, Olivia Montalvo-Patrick, (915) 212-1875

AGENDA LANGUAGE:

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

Presentation and discussion on the Neighborhood Traffic Management Program (NTMP).

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

AGENDA DATE: 11/08/22

PUBLIC HEARING DATE:

CONTACT PERSON(S) NAME AND PHONE NUMBER: Olivia Montalvo-Patrick, (915) 212-1875

DISTRICT(S) AFFECTED: All

STRATEGIC GOAL: 7 - Enhance and Sustain El Paso's Infrastructure Network

SUBGOAL: 7.5 – Set one standard for infrastructure across the city

SUBJECT:

APPROVE a resolution / ordinance / lease to do what? OR AUTHORIZE the City Manager to do what? Be descriptive of what we want Council to approve. Include \$ amount if applicable.

Presentation and discussion on the Neighborhood Traffic Management Program (NTMP).

BACKGROUND / DISCUSSION:

Discussion of the what, why, where, when, and how to enable Council to have reasonably complete description of the contemplated action. This should include attachment of bid tabulation, or ordinance or resolution if appropriate. What are the benefits to the City of this action? What are the citizen concerns?

On April 12, 2022, City Council approved to revise qualification criteria and program improvements for the NTMP. The purpose of this presentation is to provide an update on the NTMP project list, revised document materials and next steps.

PRIOR COUNCIL ACTION:

Has the Council previously considered this item or a closely related one?

Approved revised NTMP criteria, April 12, 2022
Approved revised NTMP criteria September 17, 2018
Adopted NTMP, March 25, 2008

AMOUNT AND SOURCE OF FUNDING:

How will this item be funded? Has the item been budgeted? If so, identify funding source by account numbers and description of account. Does it require a budget transfer?

N/A

HAVE ALL AFFECTED DEPARTMENTS BEEN NOTIFIED? ☒ YES ☐ NO

PRIMARY DEPARTMENT: Streets and Maintenance

SECONDARY DEPARTMENT: N/A

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

DEPARTMENT HEAD: Richard Bristol *Richard Bristol*

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



Legislation Text

File #: 22-1422, Version: 1

CITY OF EL PASO, TEXAS
LEGISTAR AGENDA ITEM SUMMARY FORM

DISTRICT, DEPARTMENT, CONTACT INFORMATION:

Please choose District and Department from drop down menu. Please post exactly as example below.

No Title's, No emails. Please use ARIAL 10 Font.

District 8

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

Planning and Inspections, Nina Rodriguez, (915) 212-1561

AGENDA LANGUAGE:

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

An Ordinance changing the zoning of Lots 25 through 32, Block 15, Highland Park Subdivision, City of El Paso, El Paso County, Texas from R-5 (Residential) to A-O (Apartment/Office). The penalty is as provided for in Chapter 20.24 of the El Paso City Code.

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

Subject Property: South of Detroit Avenue and East of Murchison Drive

Applicant: T.J. Karam, PZRZ22-00028

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

AGENDA DATE: November 8, 2022
PUBLIC HEARING DATE: December 6, 2022

CONTACT PERSON(S) NAME AND PHONE NUMBER: Philip F. Etiwe, (915) 212-1553
Nina Rodriguez, (915) 212-1561

DISTRICT(S) AFFECTED: District 8

STRATEGIC GOAL: #3 Promote the Visual Image of El Paso

SUBGOAL: 3.2 Set one standard for infrastructure across the city

SUBJECT:

An Ordinance changing the zoning of Lots 25 through 32, Block 15, Highland Park Subdivision, City of El Paso, El Paso County, Texas from R-5 (Residential) to A-O (Apartment/Office). The penalty is as provided for in Chapter 20.24 of the El Paso City Code.

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

Subject Property: South of Detroit Avenue and East of Murchison Drive
Applicant: T.J. Karam, PZRZ22-00028

BACKGROUND / DISCUSSION:

The applicant is requesting to rezone the subject property to allow apartment use. City Plan Commission recommended 5-0 to approve the proposed rezoning on October 6, 2022. As of November 1, 2022, the Planning Division received one (1) email in support to the rezoning request. See attached staff report for additional information.

PRIOR COUNCIL ACTION:

N/A

AMOUNT AND SOURCE OF FUNDING:

N/A

HAVE ALL AFFECTED DEPARTMENTS BEEN NOTIFIED? X YES ___ NO

PRIMARY DEPARTMENT: Planning & Inspections, Planning Division

SECONDARY DEPARTMENT: N/A

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

DEPARTMENT HEAD:

Philip Etiwe

ORDINANCE NO. _____

AN ORDINANCE CHANGING THE ZONING OF LOTS 25 THROUGH 32, BLOCK 15, HIGHLAND PARK SUBDIVISION, CITY OF EL PASO, EL PASO COUNTY, TEXAS FROM R-5 (RESIDENTIAL) TO A-O (APARTMENT/OFFICE). THE PENALTY IS AS PROVIDED FOR IN CHAPTER 20.24 OF THE EL PASO CITY CODE.

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

Pursuant to Section 20.04.360 of the El Paso City Code, the zoning of **Lots 25 through 32, Block 15, Highland Park Subdivision**, located in the City of El Paso, El Paso County, Texas, be changed from **R-5 (Residential)** to **A-O (Apartment/Office)**, more particularly described herein as Exhibit "A" as defined in Section 20.06.020, and that the zoning map of the City of El Paso be revised accordingly.

The penalties for violating the standards imposed through this rezoning ordinance are found in Section 20.24 of the El Paso City Code.

ADOPTED this _____ day of _____ 2022.


THE CITY OF EL PASO

Oscar Leeser, Mayor

ATTEST:

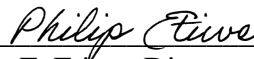
Laura D. Prine, City Clerk

APPROVED AS TO FORM:



Joyce Garcia
Assistant City Attorney

APPROVED AS TO CONTENT:



Philip F. Etiwe, Director
Planning & Inspections Department

(Exhibit "A" on the following page)



PRECISION LAND SURVEYORS

10441 VALLE DE ORO DR.

El Paso, Texas 79927

Ph# (915) 222-5227

Being Lots 25 through 32,
Block 15, Highland Park Subdivision,
City Of El Paso, El Paso County, Texas
August 5, 2022

METES AND BOUNDS DESCRIPTION

Description of a parcel of land being Lots 25 through 32, Block 15, Highland Park Subdivision, City Of El Paso, El Paso County, Texas, and being more particularly described by metes and bounds as follows:

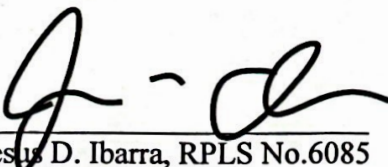
Commencing for reference at a found city monument at the monument line intersection of Detroit Street with the monument line of Cotton Street, (said monument line being 10 foot north of the centerline of Detroit Street and 10 foot west of the centerline of Cotton Street), from which a found city monument at the monument line intersection of Grand View Avenue with the monument line of Cotton Street, (said monument line being 10 foot north of the centerline of Grand View Avenue and 10 foot west of the centerline of Cotton Street) bears South 00°00'00" East a distance of 1,650.20 feet (record 1,650.00 feet), thence along the monument line of Detroit Street, North 90°00'00" West a distance of 695 feet to a point, thence leaving said monument line, South 00°00'00" West a distance of 45.00 feet to a found 5/8" rebar at the south right of way of Detroit Street and the **"TRUE POINT OF BEGINNING"**.

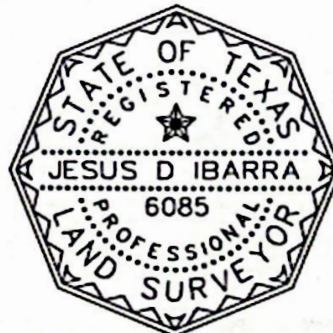
Thence leaving said right of way, **South 00°00'00" East** a distance of **120.00 feet** to a found 5/8" rebar with with cap "5372";

Thence, **North 90°00'00" West** a distance of **200.00 feet** to a found 5/8" rebar with with cap "4869";

Thence, **North 00°00'00" East** a distance of **120.00 feet** to a point at the south right of way of Detroit Street, from which a found 5/8" rebar (bent) bears South 88°16'20" East a distance of 0.19 feet;

Thence along said right of way, **North 90°00'00" East** a distance of **200.00 feet** to **"TRUE POINT OF BEGINNING"** and containing in all **24,000 square feet or 0.5510 acres** of land more or less.


Jesus D. Ibarra, RPLS No.6085
August 5, 2022

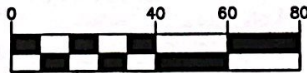
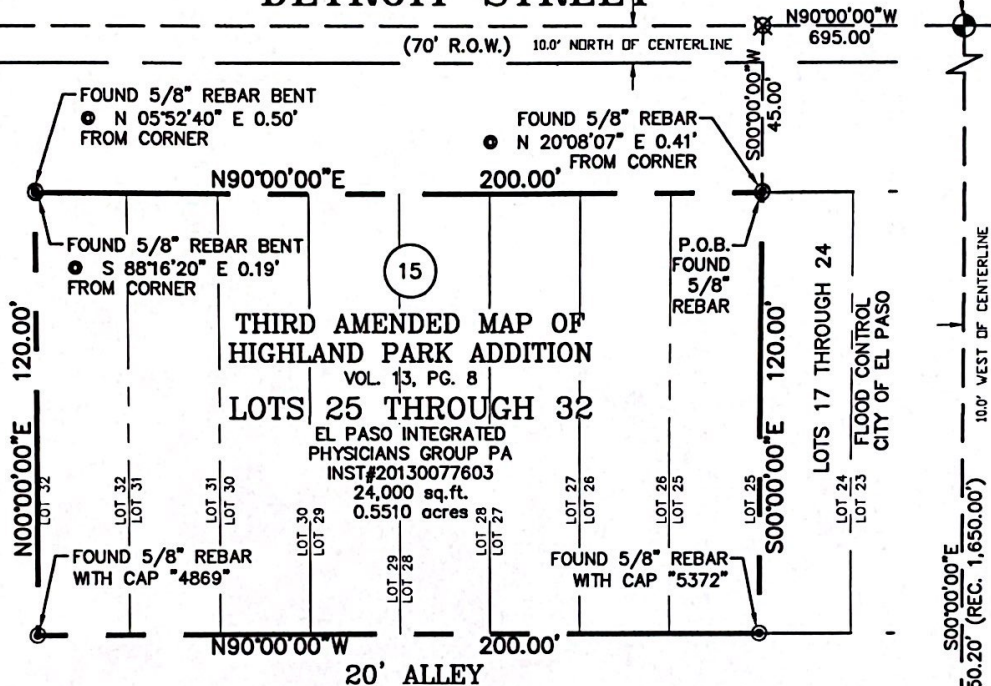


EXHIBIT

BEING LOTS 25-32, BLOCK 15, HIGHLAND PARK SUBDIVISION,
AN ADDITION TO THE CITY OF EL PASO, EL PASO COUNTY,
TEXAS, ACCORDING TO THE PLAT THEREOF FILED IN VOLUME
1, PAGE 54, EL PASO COUNTY PLAT RECORDS

P.O.C.
FOUND CITY
MONUMENT DISK AT
THE MONUMENT LINE
INTERSECTION WITH
THE MONUMENT LINE
OF COTTON ST.

DETROIT STREET



1" = 40'

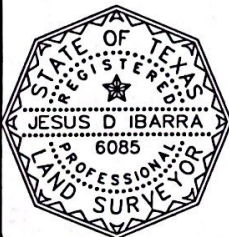
NOTES:

1. BEARING BASIS IS RECORD FOR HIGHLAND PARK SUBDIVISION, AN ADDITION TO THE CITY OF EL PASO, EL PASO COUNTY, TEXAS, ACCORDING TO THE PLAT THEREOF FILED IN VOLUME 1, PAGE 54, EL PASO COUNTY PLAT RECORDS AND REFERENCE BY FOUND CITY MONUMENTS SHOWN HEREIN.
2. THIS PROPERTY MAY BE SUBJECT TO EASEMENT WHETHER OF RECORD NOT. (NOT SHOWN).
3. A METES AND BOUNDS DESCRIPTION OF EVEN DATE ACCOMPANIES THIS PLAT.

FOUND CITY
MONUMENT DISK AT
THE MONUMENT LINE
INTERSECTION OF
GRAND VIEW AVE.
WITH THE MONUMENT
LINE OF COTTON ST.

OWNER INFORMATION:

GEO ID: H45399901508100
EL PASO INTEGRATED
PHYSICIANS GROUP PA
4532 N MESA ST STE 2A
EL PASO TX 79912-6286



CERTIFICATION

I HEREBY CERTIFY THAT THIS MAP WAS MADE FROM AN ACTUAL ON THE GROUND SURVEY AND THAT THE MONUMENTATION SHOWN HEREON WERE FOUND AND/OR PLACED UNDER MY PERSONAL SUPERVISION. I ALSO CERTIFY THAT THIS SURVEY SUBSTANTIALLY COMPLIES WITH THE CURRENT TEXAS SOCIETY OF PROFESSIONAL SURVEYORS STANDARDS AND SPECIFICATIONS FOR A CATEGORY 1A, CONDITION II SURVEY.

8-5-2022

JESUS D. IBARRA RPLS#6085, FIRM#10194184



PRECISION LAND SURVEYORS
8046 VALLEY DR. C/O LPL
EL PASO, TEXAS 79927
(951) 221-5227

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South of Detroit Avenue and East of Murchison Drive

City Plan Commission — October 6, 2022 **REVISED**

REZONING



CASE NUMBER: PZRZ22-00028
CASE MANAGER: Nina Rodriguez, (915) 212-1561, RodriguezNA@elpasotexas.gov
PROPERTY OWNER: El Paso Intergrated Physicians Group, P.A.
REPRESENTATIVE: T.J. Karam
LOCATION: South of Detroit Avenue and East of Murchison Drive (District 8)
PROPERTY AREA: 0.55 acres
REQUEST: Rezone from R-5 (Residential) to A-O (Apartment/Office)
RELATED APPLICATIONS: N/A
PUBLIC INPUT: One (1) email in support as of **October 5, 2022**

SUMMARY OF REQUEST: The applicant is requesting a rezone from R-5 (Residential) to A-O (Apartment/Office) to allow for apartments.

SUMMARY OF STAFF'S RECOMMENDATION: The Staff recommends **APPROVAL** of the rezoning request based on its consistency with *Plan El Paso*, the City's Comprehensive Plan and the G-2, Traditional Neighborhood (Walkable) future land use designation.

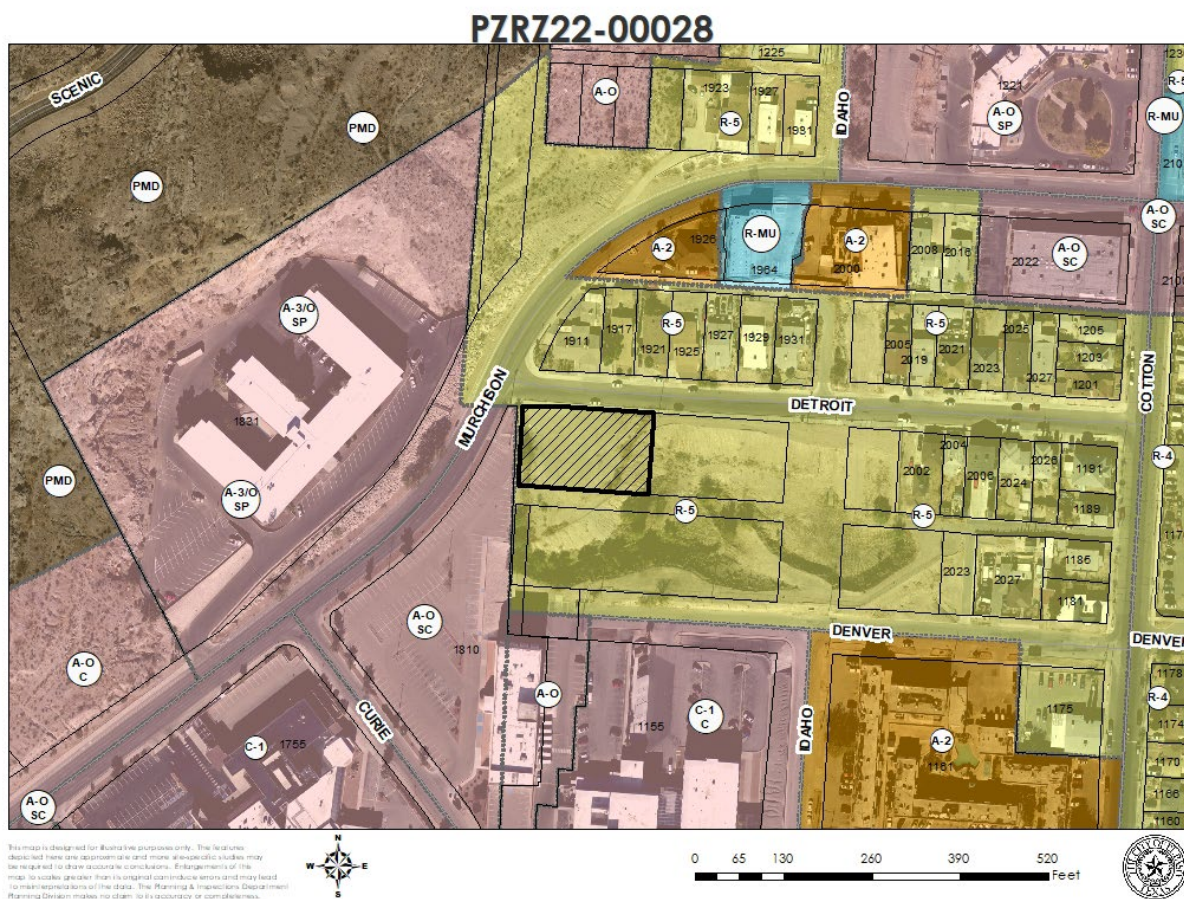


Figure A. Subject Property & Immediate Surroundings

DESCRIPTION OF REQUEST: The applicant is requesting to rezone a 0.55-acre vacant property from R-5 (Residential) to A-O (Apartment/Office) to allow for apartments. The conceptual plan shows three (3) detached 2-story apartment complexes, providing a combined total of twenty-six (26) apartment units. The development requires twenty-six (26) parking spaces, and the applicant is providing twenty-seven (27) parking spaces which includes two (2) ADA parking spaces. Access to the subject property is proposed from Detroit Avenue.

COMPATIBILITY WITH NEIGHBORHOOD CHARACTER: The proposed apartment use and A-O (Apartment/Office) district is compatible with the R-5 (Residential) and other A-O (Apartment/Office) districts in the immediate area and is in character with the areas surrounding the subject property. The property west of the subject property is a medical office use zoned A-O/sc (Apartment/Office/special contract). The adjacent properties to the north, south, and east are zoned R-5 (Residential) and consist of vacant lots and single-family dwellings. The subject property is located off Murchison Drive at the Southeast corner of Detroit Avenue. There are existing sidewalks along Detroit Avenue. Rezoning the subject property to an A-O (Apartment/Office) district for apartment use, will provide more diverse residential options for the surrounding community. The distance to the nearest school, Armendariz Middle School, is approximately 0.25 miles and the distance to the nearest park, Tom Lea Lower Park, is 0.75 miles.

COMPLIANCE WITH PLAN EL PASO/REZONING POLICY – When evaluating whether a proposed rezoning is in accordance with Plan El Paso, consider the following factors:	
Criteria	Does the Request Comply?
<p>Future Land Use Map: Proposed zone change is compatible with the Future Land Use designation for the property:</p> <p>G-2, Traditional Neighborhood (Walkable): This sector includes the remainder of central El Paso as it existed through World War II. Blocks are small and usually have rear alleys; buildings directly faced streets; schools, parks, and small shops are integrated with residential areas. This sector is well-suited for use of the SmartCode as a replacement for current zoning when planned in conjunction with specific neighborhood plans or identified in this Comprehensive Plan</p>	<p>Yes. The proposed development is compatible with the future land use designation. The reduced setbacks and higher density allowances of an A-O zoning district aligns with the goals of the G-2, Traditional Neighborhood (Walkable) future land use designation of the area.</p>
<p>Compatibility with Surroundings: The proposed zoning district is compatible with those surrounding the site:</p> <p>A-O (Apartment/Office) District: The purpose of these districts is to promote and preserve residential development within the city associated with a landscape more urban in appearance and permitting a mixture of housing types. It is intended that the district regulations allow for medium densities of dwelling units supported by higher intensity land uses located at the periphery of single-family neighborhoods providing that the overall character and architectural integrity of the neighborhood is preserved. The regulations of the districts will permit building types designed for transition from areas of low-density residential neighborhoods to other residential areas, and certain nonresidential uses and support facilities.</p>	<p>Yes. The adjacent property to the east of the subject property is zoned A-O/sc (Apartment/Office/special contract), and adjacent properties to the north, west, and south are zoned R-5 (Residential). Beyond adjacent properties, there a number of other A-O (Apartment/Office) zoning districts in the surrounding area. The proposed A-O (Apartment/Office) zoning district is compatible with surrounding zoning districts. Rezoning the subject property from R-5 (Residential) to A-O (Apartment/Office) would provide more density and more diverse residential and office uses in the future.</p>
<p>Preferred Development Locations: Property is designated G-1, G-2, O-7 or identified as being within a</p>	<p>The subject property is located in a G-2, Traditional Neighborhood (Walkable) future land use designation, which is a preferred location for higher density</p>

COMPLIANCE WITH PLAN EL PASO/REZONING POLICY – When evaluating whether a proposed rezoning is in accordance with <i>Plan El Paso</i>, consider the following factors:	
"Local Transfer Center", "RTS Stops" or "Future Compact Neighborhood".	developments. Changing the zoning designation of the subject property allows for an increase in density and more types of residential uses than allowed in R-5 (Residential) districts. This has the potential to provide the area with more housing units and flexible uses to meet a wider range of needs for the community.
THE PROPOSED ZONING DISTRICT'S EFFECT ON THE PROPERTY AND SURROUNDING PROPERTY, AFTER EVALUATING THE FOLLOWING FACTORS:	
Historic District or Special Designations & Study Area Plans: Any historic district or other special designations that may be applicable. Any adopted small areas plans, including land-use maps in those plans.	This property does not fall within any historic districts, special designations, or study plan areas.
Potential Adverse Effects: Potential adverse effects that might be caused by approval or denial of the requested rezoning.	There are no anticipated adverse impacts.
Natural Environment: Anticipated effects on the natural environment.	The subject property does not involve green field or environmentally sensitive land or arroyo disturbance.
Stability: Whether the area is stable or in transition.	There has been some transition within the last 10 years in the nearby area. North of the subject property there is a property that was rezoned in 2015 from R-5 (Residential) to R-MU (Residential/Mixed Use) and another one rezoned in 2019 from A-2 (Apartment) to R-MU (Residential/Mixed Use). To the south of the subject property is another property that was rezoned in 2019 from R-5 (Residential) to C-1/c (Commercial/condition). This area supports high density development.
Socioeconomic & Physical Conditions: Any changed social, economic, or physical conditions that make the existing zoning no longer suitable for the property.	The adjacent property to the west is already zoned A-O/sc (Apartment/Office/special contract), along with other A-O (Apartment/Office) zoning districts in surrounding area. Rezoning the subject property from R-5 (Residential) to A-O (Apartment-Office) will expand the permissibility of residential and office uses already allowed in the surrounding area.

ADEQUACY OF PUBLIC FACILITIES, SERVICES AND INFRASTRUCTURE: Access to the subject property is proposed from Detroit Avenue which is classified as a local street, which connects to Murchison Street which is classified as a major arterial per the City of El Paso's Major Thoroughfare Plan (MTP) and is adequate to support the proposed use of apartments. There are existing sidewalks along Detroit Avenue. The proposed development is within walking distance of local schools. The nearest bus stop to the subject property is at 2201 Murchison Drive along Cotton Street between Murchison Street and Detroit Avenue, and is located 0.18 miles from the subject property.

SUMMARY OF DEPARTMENTAL REVIEW COMMENTS: No adverse comments were received for the rezoning request from the reviewing departments.

PUBLIC COMMENT: The subject property lies within the boundaries of the Central El Paso Community Organization, Golden Hills Neighborhood Association, El Paso Central Business Association, and the Sunrise Civic Group. Property owners within 300 feet of the subject property were notified of the rezone request on September 23, 2022. The Planning Division received one (1) email in support of the rezoning request from the Sunrise Civic Group (Attachment 5).

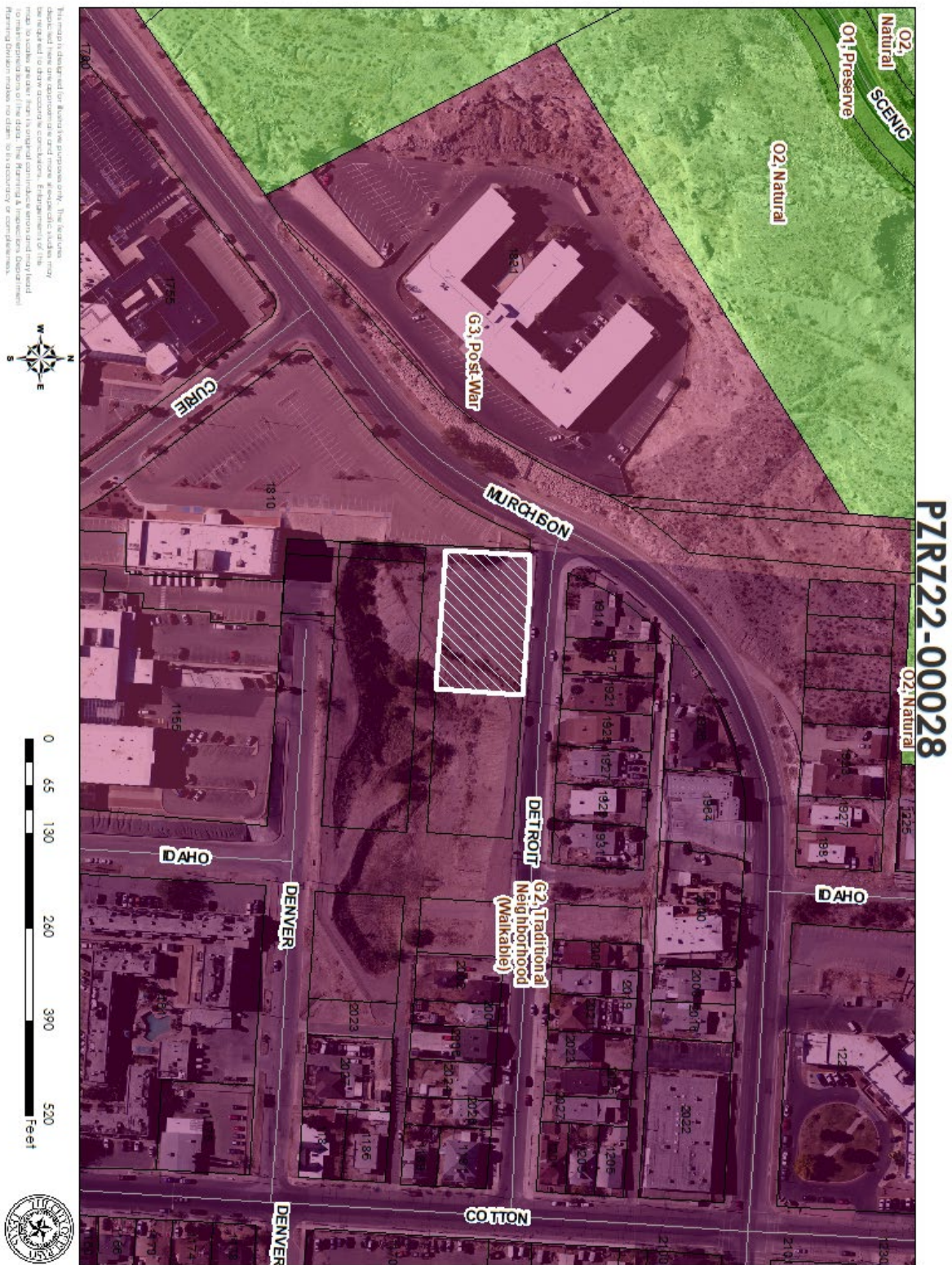
CITY PLAN COMMISSION OPTIONS: The purpose of the Zoning Ordinance is to promote the health, safety, morals and general welfare of the City. The City Plan Commission (CPC) has the authority to advise City Council on Zoning matters. In evaluating the request, the CPC may take any of the following actions:

1. **Recommend Approval** of the rezoning request, finding that the request is in conformance with the review criteria of *Plan El Paso* as reflected in the Staff Report, or that the request is in conformance with other criteria that the CPC identifies from the Comprehensive Plan. **(Staff Recommendation)**
2. **Recommend Approval of the rezoning request With Modifications** to bring the request into conformance with the review criteria of *Plan El Paso* as reflected in the Staff Report, or other criteria that the CPC identifies from the Comprehensive Plan.
3. **Recommend Denial** of the rezoning request, finding that the request does not conform to the review criteria of *Plan El Paso* as reflected in the Staff Report, or other criteria that the CPC identifies from the Comprehensive Plan.

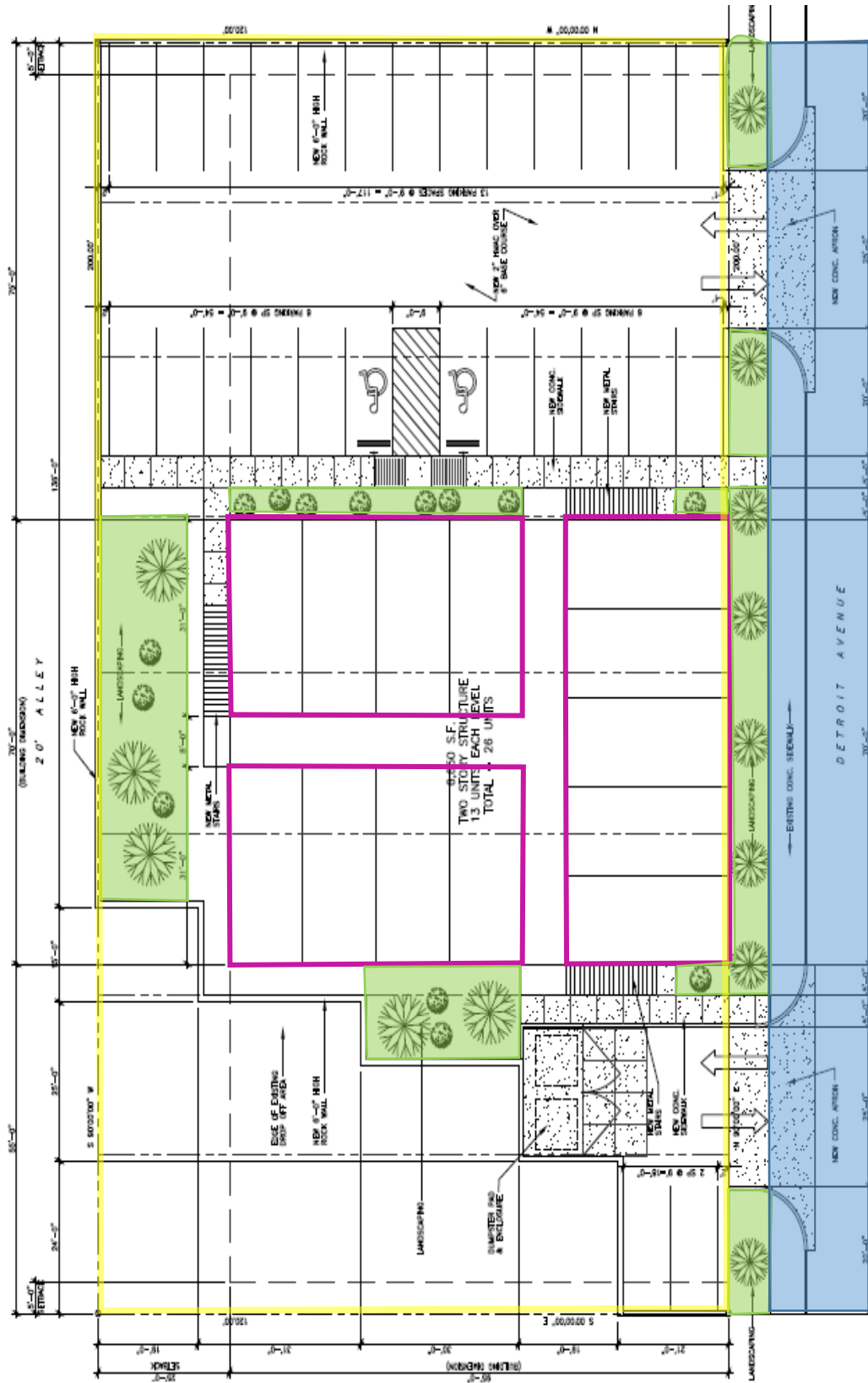
ATTACHMENTS:

1. Future Land Use Map
2. Generalized Plot Plan
3. Department Comments
4. Neighborhood Notification Boundary Map

ATTACHMENT 1



ATTACHMENT 2



LEGAL DESCRIPTION
 LOT 25, TRINITY, 2ND, 3RD, 4TH, 5TH, 6TH, 7TH, 8TH, 9TH, 10TH, 11TH, 12TH, 13TH, 14TH, 15TH, 16TH, 17TH, 18TH, 19TH, 20TH, 21ST, 22ND, 23RD, 24TH, 25TH, 26TH, 27TH, 28TH, 29TH, 30TH, 31ST, 32ND, 33RD, 34TH, 35TH, 36TH, 37TH, 38TH, 39TH, 40TH, 41ST, 42ND, 43RD, 44TH, 45TH, 46TH, 47TH, 48TH, 49TH, 50TH, 51ST, 52ND, 53RD, 54TH, 55TH, 56TH, 57TH, 58TH, 59TH, 60TH, 61ST, 62ND, 63RD, 64TH, 65TH, 66TH, 67TH, 68TH, 69TH, 70TH, 71ST, 72ND, 73RD, 74TH, 75TH, 76TH, 77TH, 78TH, 79TH, 80TH, 81ST, 82ND, 83RD, 84TH, 85TH, 86TH, 87TH, 88TH, 89TH, 90TH, 91ST, 92ND, 93RD, 94TH, 95TH, 96TH, 97TH, 98TH, 99TH, 100TH, 101ST, 102ND, 103RD, 104TH, 105TH, 106TH, 107TH, 108TH, 109TH, 110TH, 111ST, 112ND, 113RD, 114TH, 115TH, 116TH, 117TH, 118TH, 119TH, 120TH, 121ST, 122ND, 123RD, 124TH, 125TH, 126TH, 127TH, 128TH, 129TH, 130TH, 131ST, 132ND, 133RD, 134TH, 135TH, 136TH, 137TH, 138TH, 139TH, 140TH, 141ST, 142ND, 143RD, 144TH, 145TH, 146TH, 147TH, 148TH, 149TH, 150TH, 151ST, 152ND, 153RD, 154TH, 155TH, 156TH, 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ATTACHMENT 3

Planning and Inspections Department - Planning Division

Recommend approval.

Planning and Inspections Department – Plan Review & Landscaping Division

The generalized site plan is not being reviewed for conformance due to conceptual nature. No objections to proposed rezoning. At the time of submittal for building permit, the project will need to comply with all applicable provisions of the ICC, TAS and Municipal Code

Planning and Inspections Department – Land Development

Recommend approval.

1. Show proposed drainage flow patterns on the site plan and identify the discharge and/or storage location(s) for all storm-water runoff within the subdivision. Avoid erosion of slopes by surface stormwater runoff at development stage.

Note: Concerns will be addressed at the permitting stage.

Fire Department

Recommend approval, no adverse comments.

Police Department

No comments received.

Environmental Services Department

No comments received.

Streets and Maintenance Department

The Streets and Maintenance Department has no objections.

1. A TIA will not be required.

Sun Metro

No comments received.

El Paso Water

EPWater does not object to this request.

EPWU-PSB Comments

1. There is an existing 6-inch diameter water main that extends along Detroit Ave., located approximately 19.5 feet south of the northern right-of-way line. This main is available for service.
2. Previous water pressure readings conducted on fire hydrant #05562 located on northwest corner of Detroit Avenue and Idaho St. have yielded a static pressure of 42 pounds per square inch (psi), residual pressure of 40 psi, discharge of 943 gallons per minute.

Sanitary Sewer

There is an existing 8-inch diameter sanitary sewer main that extends along Detroit Ave. This main is available for service.

General

EP Water requires a new service application to provide services to the property. New service applications are available at 1154 Hawkins, 3rd floor and should be made 6 to 8 weeks in advance of construction to ensure water for construction work. A site plan, utility plan, grading and drainage plans, landscaping plan, the legal description of the property and a certificate-of-compliance are required at the time of application. Service will be provided in accordance with the current EP Water Rules and Regulations. The applicant is responsible for the costs of any necessary on-site and off-site extensions, relocations or adjustments of water and sanitary sewer lines and appurtenances.

Stormwater:

As per Municipal Code: new developments and redevelopments are required to maintain the pre-development hydrologic response in their post-development state as nearly as practicable in order to reduce flooding. The code also encourages the use of nonstructural storm water management such as the preservation of greenspace, water harvesting, and other conservation efforts, to the maximum extent practicable, per Chapter 19.19, Section 19.19.010, and Subparagraph A-2 & A-5.

Dam No. 9 is located directly east of the site. No filling or modifications can be made to the eastern end of the property; this could reduce the capacity of the dam and could be detrimental to this site.

Note: Coordination with El Paso Water – Stormwater to happen at the permitting stage.

Texas Department of Transportation

No comments received.

El Paso County Water Improvement District 1

No comments received.

PZR722-00028



ATTACHMENT 5

From: [TJ Karam](#)
To: [Rodriguez, Nina A.](#)
Subject: Fwd: Rezoning Application Neighborhood Letter
Date: Thursday, September 29, 2022 8:41:56 AM

CAUTION: This email originated from outside of the City of El Paso. Do not click links or open attachments unless you recognize the sender and know the content is safe. If suspicious, use **Phish Alert** or forward to SpamReport@elpasotexas.gov.

Email from neighborhood association
Thank you!

TJ Karam
915-204-0095

The content of this email is confidential and intended for the recipient specified in message only. It is strictly forbidden to share any part of this message with any third party, without a written consent of the sender. If you received this message by mistake, please reply to this message and follow with its deletion, so that we can ensure such a mistake does not occur in the future.

----- Forwarded message -----
From: Suzanne Dipp <suzdipp@gmail.com>
Date: Tue, Aug 9, 2022 at 11:40 AM
Subject: Re: Rezoning Application Neighborhood Letter
To: TJ Karam <tjkaram1@gmail.com>
Cc: Angie Nickey <anickey@elp.rr.com>

Hello TJ!

I've been traveling so excuse the late response. I think your apartment complex will make a great use of that land. The views are great too!

Hope you and your family are well.

Best,

Suzanne

On Thu, Aug 4, 2022 at 11:20 AM TJ Karam <tjkaram1@gmail.com> wrote:

Hi Suzanne and Angie

As per rezoning application requirements.

I am representing the property owner for the vacant parcel on Detroit Ave near the corner of Murchison Dr. The property id is H453-999-0150-8100.

Please find the attached notification letter. Feel free to call me with any questions.

Thank you!

TJ Karam

915-204-0095

The content of this email is confidential and intended for the recipient specified in message only. It is strictly forbidden to share any part of this message with any third party, without a written consent of the sender. If you received this message by mistake, please reply to this message and follow with its deletion, so that we can ensure such a mistake does not occur in the future.



Legislation Text

File #: 22-1435, Version: 1

CITY OF EL PASO, TEXAS
LEGISTAR AGENDA ITEM SUMMARY FORM

DISTRICT, DEPARTMENT, CONTACT INFORMATION:

Please choose District and Department from drop down menu. Please post exactly as example below.

No Title's, No emails. Please use ARIAL 10 Font.

District 2

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

Planning and Inspections, Luis Zamora, (915) 212-1552

AGENDA LANGUAGE:

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

An Ordinance changing the zoning of the South 27 feet of Lots 30, 31, and 32, in Block 100, East El Paso, 1112 N. San Marcial Street, City of El Paso, El Paso County, Texas from R-5 (Residential) to G-MU (General Mixed Use), and approving a master zoning plan. The penalty is as provided for in Chapter 20.24 of the El Paso City Code.

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

Subject Property: 1112 N. San Marcial Street

Applicant: Buck Money Johnston and Brian Campbell Bosworth, PZRZ22-00022

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

AGENDA DATE: November 8, 2022
PUBLIC HEARING DATE: December 6, 2022

CONTACT PERSON(S) NAME AND PHONE NUMBER: Philip F. Etiwe, (915) 212-1553
Luis Zamora, (915) 212-1552

DISTRICT(S) AFFECTED: District 2

STRATEGIC GOAL: #3 Promote the Visual Image of El Paso

SUBGOAL: 3.2 Set one standard for infrastructure across the city

SUBJECT:

An ordinance changing the zoning of the South 27 feet of Lots 30, 31, and 32, in Block 100, East El Paso, 1112 N. San Marcial Street, City of El Paso, El Paso County, Texas from R-5 (Residential) to G-MU (General Mixed Use), and approving a master zoning plan. The penalty is as provided for in Chapter 20.24 of the El Paso City Code.

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

Subject Property: 1112 N. San Marcial Street
Applicant: Buck Money Johnston and Brian Campbell Bosworth, PZRZ22-00022

BACKGROUND / DISCUSSION:

The applicant is requesting to rezone property to allow proposed mix uses of retail and residential. City Plan Commission recommended unanimously 5-0 to approve the proposed rezoning on October 6, 2022. As of November 1, 2022, the Planning Division has received two (2) emails in support to the rezoning request. See attached staff report for additional information.

PRIOR COUNCIL ACTION:

N/A

AMOUNT AND SOURCE OF FUNDING:

N/A

HAVE ALL AFFECTED DEPARTMENTS BEEN NOTIFIED? X YES ___ NO

PRIMARY DEPARTMENT: Planning & Inspections, Planning Division

SECONDARY DEPARTMENT: N/A

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

DEPARTMENT HEAD:

Philip Etiwe

ORDINANCE NO. _____

AN ORDINANCE CHANGING THE ZONING OF THE SOUTH 27 FEET OF LOTS 30, 31, AND 32, IN BLOCK 100, EAST EL PASO, 1112 N. SAN MARCIAL STREET, CITY OF EL PASO, EL PASO COUNTY, TEXAS FROM R-5 (RESIDENTIAL) TO G-MU (GENERAL MIXED USE), AND APPROVING A MASTER ZONING PLAN. THE PENALTY IS AS PROVIDED FOR IN CHAPTER 20.24 OF THE EL PASO CITY CODE.

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

Pursuant to Section 20.04.360 of the El Paso City Code, that the zoning of the South 27 feet of Lots 30, 31, and 32, in Block 100, East El Paso, 1112 N. San Marcial Street, City of El Paso, El Paso County, Texas, and as more particularly described by metes and bounds on the attached **Exhibit “A”** be changed from **R-5 (Residential)** to **G-MU (General Mixed Use)** and approving a Master Zoning Plan, as defined in Section 20.06.020, such land uses allowed as being reflected in the Master Zoning Plan attached as **Exhibit “B”** and the Master Zoning Report attached as **Exhibit “C”** incorporated herein for all purposes, and that the zoning map of the City of El Paso be revised accordingly.

The Penalties for violating the standards imposed through this rezoning ordinance are found in Chapter 20.24 of the El Paso City Code.

ADOPTED this _____ day of _____, 2022.


THE CITY OF EL PASO

ATTEST:


Oscar Leoser
Mayor

Laura D. Prine, City Clerk

APPROVED AS TO FORM:


Joyce Garcia
Assistant City Attorney

APPROVED AS TO CONTENT:


Philip F. Etiwe, Director
Planning & Inspections Department

(Exhibits on the following pages)

ORDINANCE NO. _____

PZRZ22-00022

Calderon Engineering

3031 Trawood Drive
El Paso, Texas 79936
(915) 855-7552
Fax: 855-8350
calderonengineering@elpbizclass.com

June 23, 2022

METES & BOUNDS DESCRIPTION

Description of a parcel of land being the South 27 feet of Lots 30, 31, and 32, in Block 100, East El Paso Addition, City of El Paso, El Paso County, Texas, as filed and recorded in Volume 1, Page 51, Deed Records of El Paso County, Texas, and being more particularly described by metes and bounds as follows;

Beginning at a found chiseled cross marking the Southwest corner of Lot 32, the Northwest corner of a 20 foot wide alley and being located on the East right-of-way line of N. San Marcial Street all in Block 100, East El Paso Addition;

Thence North 00°00'00" West along the East right-of-way line of N. San Marcial Street, and along the West boundary of Lot 32 a distance of 27.00 feet to a found chiseled cross;


Thence North 90°00'00" East a distance of 75.00 feet to a point being the intersection of two walls of an existing garage and being located on the common lot line between Lots 29 and Lot 30;

Thence South 00°00'00" East along the common lot line between Lots 29 and 30 a distance of 27.00 feet to a found chiseled cross marking the Southeast corner of Lot 30 and the Southwest corner of Lot 29;

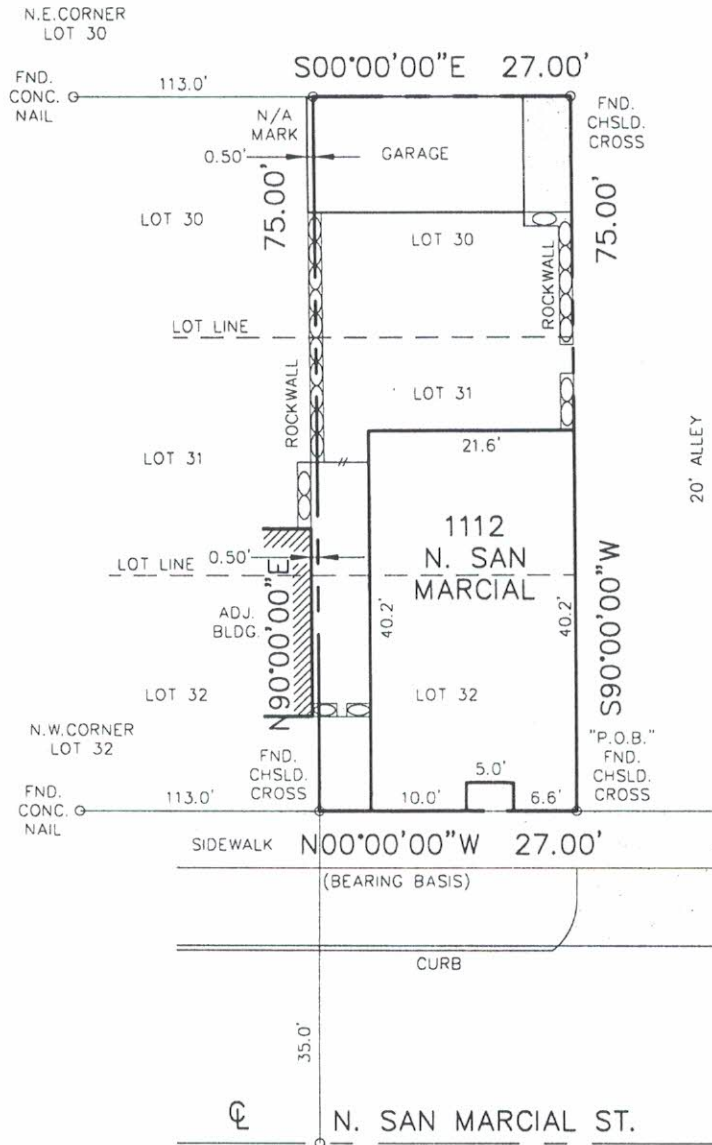
Thence South 90°00'00" West along the South boundary of Lots 30, 31, and 32, a distance of 75.00 feet to a found chiseled marking the "Point of Beginning" and containing in all 2,025.00 square feet of 0.47 acres of land more or less. A plat of survey dated June 23rd, 2022 is a part of its description and attached hereto.



SV-C6
1112 N. San Marcial


Manuel Calderon
Calderon Engineering
Registered Professional Land Surveyor No. 2564
Registered Professional Engineer No. 42333
Texas Registered Engineering Firm No. F-3788
Texas Licensed Surveying Firm No. 100200-00

LOT 29



CERTIFICATION

I hereby certify that the foregoing Boundary and Improvement Survey was made by me or under my supervision and that there are no encroachments except as shown. Only platted easements are shown.

Manuel Calderon

Manuel Calderon
Registered Professional Land Surveyor No. 2564
Texas Surveying Firm Reg. No. 100200-00
Texas Registered Engineering Firm No. F-3788

E-Mail: CalderonEngineering@elpbizclass.com

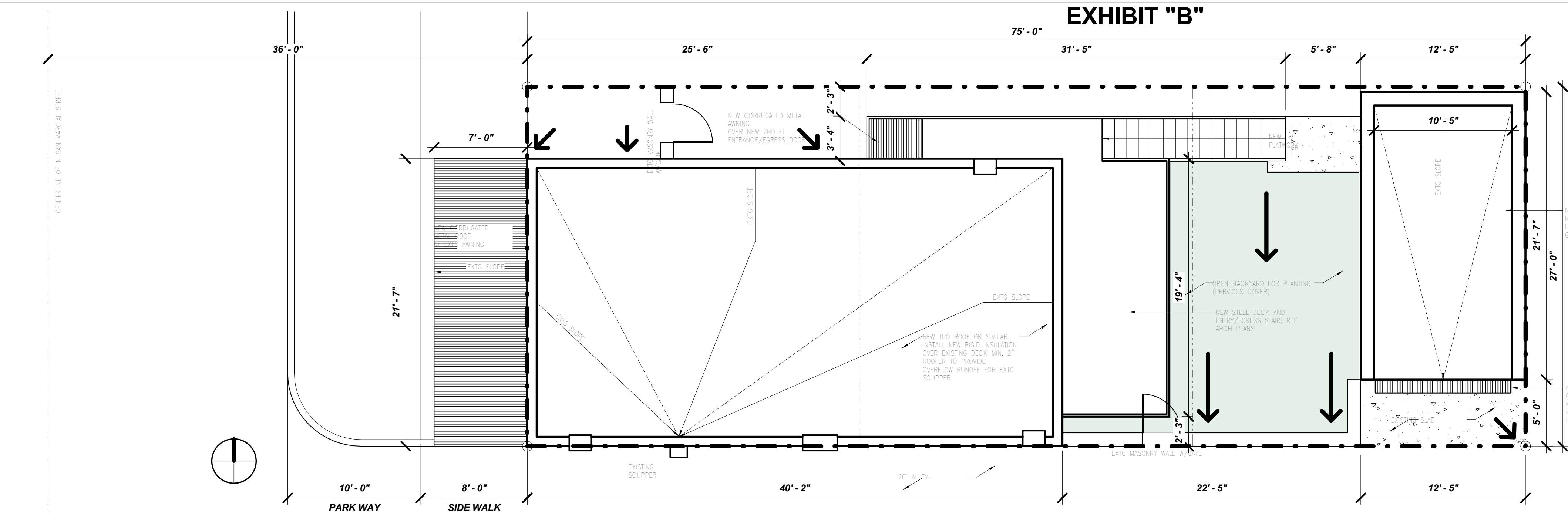
Volume 1 Page 51 Job No. 0622-209

1112 N. SAN MARCIAL ST.
THE SOUTH 27 FEET OF LOTS 30, 31
AND 32 IN BLOCK 100,
EAST EL PASO ADDITION, CITY OF EL PASO,
EL PASO COUNTY, TEXAS, AND BEING MORE
PARTICULARLY DESCRIBED BY METES AND
BOUNDS ATTACHED HERETO.

Field BD Office AP-C3 Date 06/23/22 Scale 1"=20'

CALDERON ENGINEERING

3031 TRAWOOD DR.
EL PASO, TEXAS 79936 (915) 855-7552
E-Mail: CalderonEngineering@elpbizclass.com



1 SITE PLAN
3/16" = 1'-0"

PLANNING & INSPECTIONS DEPARTMENT
PLANNING DIVISION
MASTER ZONING PLAN
APPROVED BY CITY COUNCIL
10-21-2022

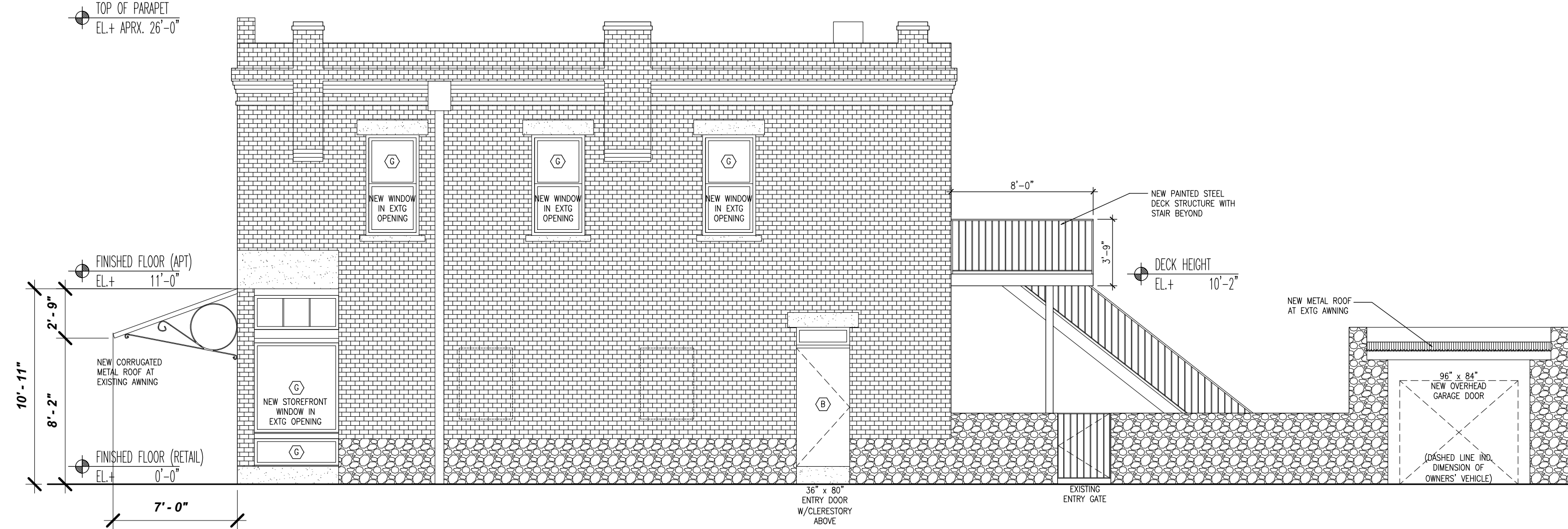
DATE 10-21-2022

APPLICANT

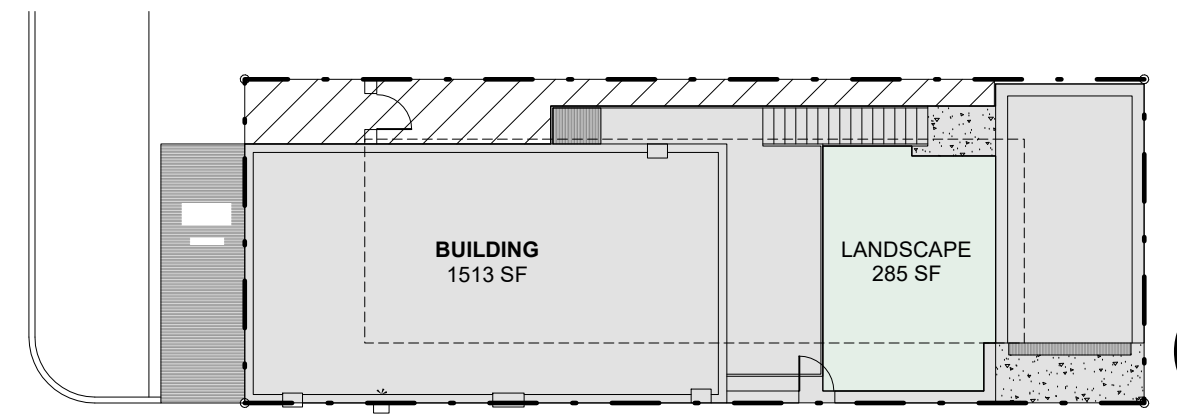
FOR EXECUTIVE SECRETARY, CITY PLAN COMMISSION

CITY MANAGER

3 SOUTH ELEVATION
3/16" = 1'-0"



2 FRONT ELEVATION
3/16" = 1'-0"



---	TOTAL PROPERTY AREA	2025 SQ. FT	100%
	LANDSCAPE AREA	285 SQ. FT	15%
	BUILDING AREA	1513 SQ. FT	74%
	PARKING LOT	2 SPACES	N/A
	SIDEWALKS	EXISTING	N/A
	REAR ACCESS SIDEWALK	220 SQ. FT	11%

4 SPACE AREAS TABULATION
1/16" = 1'-0"

root
ARCHITECTS
(915) 307-0574
311 MONTANA - STE A2-100
EL PASO, TX 79902

REGISTERED ARCHITECT
STATE OF TEXAS
22919

10.03.2022

- GENERAL NOTES
- DOCUMENTS PROVIDED IN THIS PACKAGE ARE REPRESENTATIVE OF A COMPLETE DRAWING SET. UNDER NO CIRCUMSTANCES
 - ALL SUB-CONTRACTORS SHALL RECEIVE A COMPLETE SET OF CONSTRUCTION DOCUMENTS AND SPECIFICATIONS AND SHALL BE RESPONSIBLE FOR THEIR COMPLETE SCOPE OF WORK REGARDLESS OF WHERE IN THE DOCUMENT SET THE DESCRIPTION OF WORK APPEARS. ANY WORK PERFORMED WILL MEET ALL CURRENT CODE REQUIREMENTS. NO EXCEPTIONS WILL BE ALLOWED.
 - THE CONTRACTOR SHALL REQUIRE ALL INSTALLERS TO VERIFY THAT SUBSTRATES, STARTING POINTS, ETC. CONFORM WITH THE INTENT OF THE CONTRACT. DOCUMENTS, INSTALLERS SHALL REPORT IN WRITING ANY DISCREPANCIES WHICH AFFECT THE WORK. ALLOWING SUFFICIENT TIME TO ENABLE THE GENERAL CONTRACTOR TO DETERMINE AND EXECUTE CORRECTIVE MEASURES REQUIRED, BUT NO LATER THAN ONE WEEK PRIOR TO THE SCHEDULED START OF THE WORK.
 - DIMENSIONS ARE TO FACE OF STUDS UNLESS NOTED OTHERWISE
 - REFER TO BUILDING SECTIONS AND ELEVATIONS FOR ALL PLATE HEIGHTS.
 - REFER TO WINDOW SCHEDULE FOR HEAD AND SILL HEIGHTS. WINDOW SELECTION AS PER OWNER. SELECTED WINDOWS MUST MEET ENERGY CODE REQUIREMENTS. REFER TO WINDOW SCHEDULE FOR SIZES.
 - REFER TO DOOR SCHEDULE FOR HEAD HEIGHTS.
 - ALL EXTERIOR ELECT. OUTLETS AND OUTLETS LOCATED WITHIN 6'-0" OF KITCHEN SINK, AND BATH VANITIES TO BE GROUND FAULT CIRCUIT INTERRUPTER (GFCI)
 - COORDINATE AC/FURNACE AND WATER HEATER LOCATIONS IN FIELD WITH OWNER AND ARCHITECT PRIOR TO INSTALLATION.
 - ALL VENTS, EXHAUST, FANS AND APPLIANCES THAT REQUIRE VENTING TO BE VENTED TO OUTSIDE IN ACCORDANCE WITH ALL APPLICABLE CODES.
 - SMOKE ALARMS SHALL BE HARD WIRED IN SERIES WITH BATTERY BACKUP POWER IN ACCORDANCE WITH APPLICABLE CODE.
 - VERIFY OUTLETS/SWITCH LOCATIONS IN FIELD WITH OWNER AND ARCHITECT
 - TREATED SOLE PLATE WITH 1/2 BOLT @ 4" O.C. BOLT MUST EXTEND AT LEAST 7" INTO CONG. ALL SILL PLATE LUMBER AND ANY LUMBER IN CONTACT WITH CONCRETE OR CMU BLOCKING TO BE MOISTURE TREATED.
 - ALL INTERIOR WALLS TO BE CONSTRUCTED OUT OF 3/8" MTL STUD @ 16" O.C. U.N.O. WALLS TO RECEIVE SOUND INSULATION AND 4" METAL COVE BASE U.N.O.
 - ALL EXTERIOR WALLS TO BE CONSTRUCTED OUT OF 6" METAL STUD @ 16" O.C. WITH BATT OR SPRAY FOAM INSULATION, U.N.O.
 - REFER TO FINISH PLAN FOR ALL FINISH SCHEDULES.
 - ENSURE EGRESS REQUIREMENTS ARE MET PER CODE.
 - COORDINATE HOSE BIB LOCATIONS IN FIELD W/ OWNER AND ARCHITECT.
 - CONTRACTOR TO PROVIDE MOCK UP FOR APPROVAL OF ALL EXTERIOR FINISH MATERIALS AND FENESTRATION PRIOR TO CONSTRUCTION.
 - CONTRACTOR TO FIELD VERIFY ALL EXISTING UNDERGROUND UTILITIES PRIOR TO CONSTRUCTION.
 - ANY DISCREPANCIES NOTED IN PLANS MUST BE REPORTED TO THE ARCHITECT IN WRITING PRIOR TO CONSTRUCTION.
 - CONTRACTOR AND ALL SUB CONTRACTORS ARE RESPONSIBLE FOR NOTIFICATION OF ANY DISCREPANCY, REGARDLESS OF WHERE THEY MAY APPEAR IN THE CONSTRUCTION DOCUMENT SET.



5 PROJECT LOCATION

LEGEND

→ DRAINAGE

--- PROPERTY LINE

LEGAL DESCRIPTION

GEOGRAPHIC ID: E01499910008600

ADDRESS: 1112 N SAN MARCIAL ST, EL PASO, TX

LEGAL DESCRIPTION: 100 EAST EL PASO S 27 FT OF 30 TO 32 (2025 SQ FT)

AREA: 0.05 ACRES

ZONING

ZONE: R-5

GMU 0' SETBACKS

PROPOSED USES
1ST FLOOR: Retail
2ND FLOOR: Residential

LANDSCAPE CALCULATIONS

TOTAL SITE 2025 SF

TOTAL BUILDING 1513 SF

2025 SF - 1513 SF = 512 SF X .15 = 76.8 SF REQUIRED

285 SF PROVIDED

SQ. FOOTAGE

1ST FLOOR 868 SF

2ND FLOOR 1095 SF

OF BEDROOMS 1 BR - 140 SF

PARKING CALCULATION

EXISTING STRUCTURE 1,513 SF

PARKING REQUIRED: 1/576 SF

1,513 SF/576 = 2.6 REQUIRED

1 GARAGE SPACE PROVIDED

1112 San Marcial Parking Calculations							
	Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
Spaces Available	22	22	22	22	22	22	22
Spaces Taken 8:00 am	6	7	7	6	6	5	3
Spaces Taken 12:00 pm	3	8	7	8	9	7	3
Spaces Taken 4:00 pm	2	4	3	5	9	8	2
Spaces Taken 8:00 pm	3	3	3	3	3	3	3
Average	3.5	5.5	5	5.5	6.75	5.75	2.75

*NO PHASING, ANTICIPATED COMPLETION DATE: SPRING 2023

SAN MARCIAL ST

1112 SAN MARCIAL ST,
EL PASO, TX 79903

DATE 10.03.2022

REVISIONS LOG

SHEET TITLE

MASTER ZONING PLAN

SHEET NUMBER

AS.100

EXHIBIT "C"



PLANNING & INSPECTIONS DEPARTMENT
PLANNING DIVISION
MASTER ZONING PLAN
APPROVED BY CITY COUNCIL
10-21-2022

MASTER ZONING PLAN REPORT

1112 N San Marcial

100 East El Paso S 27 Ft of 30 to 32 (2025 sq ft)

0.05 acres

One dwelling unit at 1095 sq ft with one bedroom at 140 sq ft

Non-residential land use for grocery/retail store 868 sq ft

Five Points Neighborhood

DATE 10-21-2022
APPLICANT Brim Brown
for EXECUTIVE SECRETARY, CITY PLAN COMMISSION
CITY MANAGER

Intent

The building was built in 1912 as a grocery store for the Five Points neighborhood. The current owners want to restore the building to its original intent of retail use on the first floor while providing an apartment on the top floor. The building will follow a historically preserved development plan that seeks flexibility due to its unique design characteristics. The renovated/restored building will follow the City of El Paso Comprehensive Plan by providing more creative aesthetically desirable design and land use.

As early as 1914, the building housed the Benton & Bixler Grocery store.

Proposed Permitted Uses

First floor: grocery, retail, art gallery

Second floor: residence

Objectives of the Rezoning to General Mixed Use

Restore, upgrade and preserve the existing structure to its original intent of a residence and retail store.

Maximum building height:

26' or the existing height. There is no plan to extend the height of the building.

Minimum and maximum coverage:

60%

Characteristics

Description: The renovation will preserve the current two story building built in 1912 consisting of two floors: one upstairs apartment and the original retail/grocery store space below.

The two story brick structure is a version of Federal style mercantile building of the early 1900s. It is a free-standing building centrally located in the neighborhood of the Five Points area of El Paso.

Each floor has original hardwood floors. The first floor store front has large pane, front and alley facing windows which have been replaced with wood panels. The original awning has been lowered and replaced with asphalt tiles. Under the lowered sheetrock ceiling is the original pressed tin ceiling from approximately the time of the grocery store, 1914.

The property includes a 272 sq ft single car garage made of entirely of rock and similar to other rock structures in El Paso from the period.

Access

All entry for apartment and proposed retail will be through front of the building on San Marcial.

Setbacks

0' setbacks throughout are proposed which is consistent with existing structure and garage on three sides.

Density

Density will remain with the two, original, existing units: main building and garage.

Landscaping

LANDSCAPE CALCULATIONS	
TOTAL SITE	2025 SF
TOTAL BUILDING	1513 SF
$2025 \text{ SF} - 1513 \text{ SF} = 512 \text{ SF} \times .15 = 76.8 \text{ SF REQUIRED}$	
285 SF PROVIDED	

Native southwestern, desert plants and trees will be planted EVERYWHERE possible. The owners will ask permission to remove concrete between San Marcial (street) and city sidewalk to do additional plantings. This is consistent with most streets in El Paso.

Parking

1112 San Marcial Parking Calculations							
	Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
Spaces Available	22	22	22	22	22	22	22
Spaces Taken 8:00 am	6	7	7	6	6	5	3
Spaces Taken 12:00 pm	3	8	7	8	9	7	3
Spaces Taken 4:00 pm	2	4	3	5	9	8	2
Spaces Taken 8:00 pm	3	3	3	3	3	3	3
Average	3.5	5.5	5	5.5	6.75	5.75	2.75

The garage will provide one parking space.
Please see Traffic Impact Analysis

Trash

Small trash receptacles will be placed inside the yard on concrete padding. If a dumpster is needed, it can be placed in an alley niche near the garage opening. It's where it was located when the owners purchased the building. The owners are avid recyclers so it is their intent to keep garbage and at a minimal.

Floor Area Ratio

Total construction for the project is 2235 sq ft for a total floor area of 1.0. This includes the restoration of the garage.

Special Privilege

Canopy/awning over ROW (sidewalk on San Marcial) will be addressed and permission sought.

Phasing

The project will be built in one phase in its entirety.

Relationship with Plan for El Paso

The restoration and development will enhance the neighborhood's economic and social vitality and will follow the overall City of El Paso's goals to revitalize historic buildings within the City.

1112 North San Marcial Street

City Plan Commission — October 6, 2022 **REVISED**

REZONING



CASE NUMBER: PZRZ22-00022
CASE MANAGER: Luis Zamora, (915) 212-1552, ZamoraLF@elpasotexas.gov
PROPERTY OWNER: Buck Money Johnston and Brian Campbell Bosworth
REPRESENTATIVE: Buck Money Johnston and Brian Campbell Bosworth
LOCATION: 1112 N. San Marcial St. (District 2)
PROPERTY AREA: 0.46 acres
REQUEST: Rezone from R-5 (Residential) to G-MU (General Mixed Use) and approval of a Master Zoning Plan
RELATED APPLICATIONS: None
PUBLIC INPUT: Two (2) emails in support received as of September 29, 2022

SUMMARY OF REQUEST: The applicant requests to rezone from R-5 (Residential) to G-MU (General Mixed Use) and approval of a Master Zoning Plan to allow a mixed-use development.

SUMMARY OF STAFF'S RECOMMENDATION: Staff recommends **APPROVAL** of the request. The proposed development is in character with the surrounding neighborhood and is in keeping with the policies of the G-2, Traditional Neighborhood Future Land Use Designation of *Plan El Paso*, the City's adopted Comprehensive Plan.

PZRZ22-00022



Figure A. Subject Property & Immediate Surroundings

DESCRIPTION OF REQUEST: The applicant is requesting to rezone a 0.05-acre property from R-5 (Residential) to G-MU (General Mixed Use) and approval of a Master Zoning Plan to allow for a mixed-use development that will consist of proposed retail (868 square feet) and residential (1,095 square feet) spaces. The Master Zoning Plan illustrates the layout of existing structures within the subject property, which are to remain and demonstrate a maximum height of twenty-six feet (26'). Required parking for the proposed uses is a minimum of three (3) spaces, with one (1) space provided via a car garage and additional required parking being provided off-site and available on the street. Required setbacks are proposed to be set at zero feet (0') all around the property with a maximum height of thirty-five (35'). Access will be provided from San Marcial Street.

COMPATIBILITY WITH NEIGHBORHOOD CHARACTER: The proposed mix uses of retail and residential are compatible with the surrounding neighborhood character. Surrounding properties to the west, north, and south consist of single-family dwellings zoned R-5 (Residential), with properties nearby to the south consisting of single-family dwellings, apartments, and a restaurant zoned A-2 (Apartment) and C-4 (Commercial). The nearest school is College, Career and Technology Academy Alternative (0.39 miles) and the nearest park is Triangle Park (0.24 miles).

COMPLIANCE WITH <i>PLAN EL PASO</i>/REZONING POLICY – When evaluating whether a proposed rezoning is in accordance with <i>Plan El Paso</i>, consider the following factors:	
Criteria	Does the Request Comply?
<p>Future Land Use Map: Proposed zone change is compatible with the Future Land Use designation for the property:</p> <p>G-2, Traditional Neighborhood: This sector includes the remainder of central El Paso as it existed through World War II. Blocks are small and usually have rear alleys; buildings directly faced streets; schools, parks, and small shops are integrated with residential areas. This sector is well-suited for use of the SmartCode as a replacement for current zoning when planned in conjunction with specific neighborhood plans or identified in this Comprehensive Plan.</p>	<p>Yes. The proposed mixed-use development will integrate commercial and residential uses in an area comprised of single-family dwellings, apartments, and commercial uses.</p>
<p>Compatibility with Surroundings: The proposed zoning district is compatible with those surrounding the site:</p> <p>G-MU (General Mixed Use): The purpose of this district is to accommodate, encourage and promote innovatively designed developments involving the combining and mixing of uses allowed in various zoning districts with appropriate regulations, which together form an attractive and harmonious unit of the city. The regulations of this district are intended to allow for large-scale developments that are able to function as individual neighborhoods or an integrated collection (two or more) of individual neighborhoods supported by civic, commercial and recreational uses; as small-scale developments requiring flexibility because of unique design characteristics; or as transitional areas between dissimilar land uses. It is intended that the district regulations permit flexibility and encourage more creative, efficient and aesthetically desirable design and placement of land uses.</p>	<p>Yes. The proposed zoning district is compatible with the adjacent R-5 (Residential), A-2 (Apartments), and C-4 (Commercial) zone districts surrounding the property, which consist of single-family dwellings, apartments, and commercial uses.</p>

COMPLIANCE WITH <i>PLAN EL PASO</i>/REZONING POLICY – When evaluating whether a proposed rezoning is in accordance with <i>Plan El Paso</i>, consider the following factors:	
Preferred Development Locations: Property is designated G-1, G-2, O-7 or identified as being within a "Local Transfer Center", "RTS Stops" or "Future Compact Neighborhood". (Pages 1.33-.34)	Yes. The subject property is located within the G-2, Traditional Neighborhood (Walkable) future land use designation, which is a preferred location for higher density and mixed-use developments.
THE PROPOSED ZONING DISTRICT'S EFFECT ON THE PROPERTY AND SURROUNDING PROPERTY, AFTER EVALUATING THE FOLLOWING FACTORS:	
Historic District or Special Designations & Study Area Plans: Any historic district or other special designations that may be applicable. Any adopted small areas plans, including land-use maps in those plans.	The subject property is not located within any historic districts, other special designations, or areas with adopted study area plans.
Potential Adverse Effects: Potential adverse effects that might be caused by approval or denial of the requested rezoning.	There are no anticipated adverse impacts.
Natural Environment: Anticipated effects on the natural environment.	There are no anticipated effects to the natural environment.
Stability: Whether the area is stable or in transition.	The area is stable with no rezonings in the vicinity in the last 10 years.
Socioeconomic & Physical Conditions: Any changed social, economic, or physical conditions that make the existing zoning no longer suitable for the property.	None.

ADEQUACY OF PUBLIC FACILITIES, SERVICES AND INFRASTRUCTURE: Access to the subject property will be from San Marcial Street, considered a Local street per the City of El Paso's Major Thoroughfare Plan (MTP) and is adequate to support the proposed mixed of use. In addition, the property is in near proximity to Pershing Drive, classified as a Minor Arterial in the MTP, which is served by Sun Metro with a bus stop located 0.07 miles away. In addition, Sun Metro's Five Points Transit Terminal is located approximately 0.41 miles away from the subject property. Sidewalks are consistently present around the area, being suitable for higher densities, with nearby schools and parks available.

SUMMARY OF DEPARTMENTAL REVIEW COMMENTS: No adverse comments from reviewing departments.

PUBLIC COMMENT: The subject property lies within the boundaries of 5 Points Neighborhood Association, El Paso Central Business Association, Five Points Development Association, and Sunrise Civic Group, which were notified by the applicant. The applicant also notified the office of District 2. Property owners within 300 feet of the subject property were notified of the rezoning request on September 21, 2022. The Planning Division has received two (2) emails in support to the request.

RELATED APPLICATIONS: None.

CITY PLAN COMMISSION OPTIONS:

The purpose of the Zoning Ordinance is to promote the health, safety, morals and general welfare of the City. The City Plan Commission (CPC) has the authority to advise City Council on Zoning matters. In evaluating the request, the CPC may take any of the following actions:

1. **Recommend Approval** of the rezoning request, finding that the request is in conformance with the review criteria of *Plan El Paso* as reflected in the Staff Report, or that the request is in conformance with other criteria that the CPC identifies from the Comprehensive Plan. **(Staff Recommendation)**
2. **Recommend Approval of the rezoning request With Modifications** to bring the request into conformance with the review criteria of *Plan El Paso* as reflected in the Staff Report, or other criteria that the CPC identifies from the Comprehensive Plan.
3. **Recommend Denial** of the rezoning request, finding that the request does not conform to the review criteria of *Plan El Paso* as reflected in the Staff Report, or other criteria that the CPC identifies from the Comprehensive Plan.

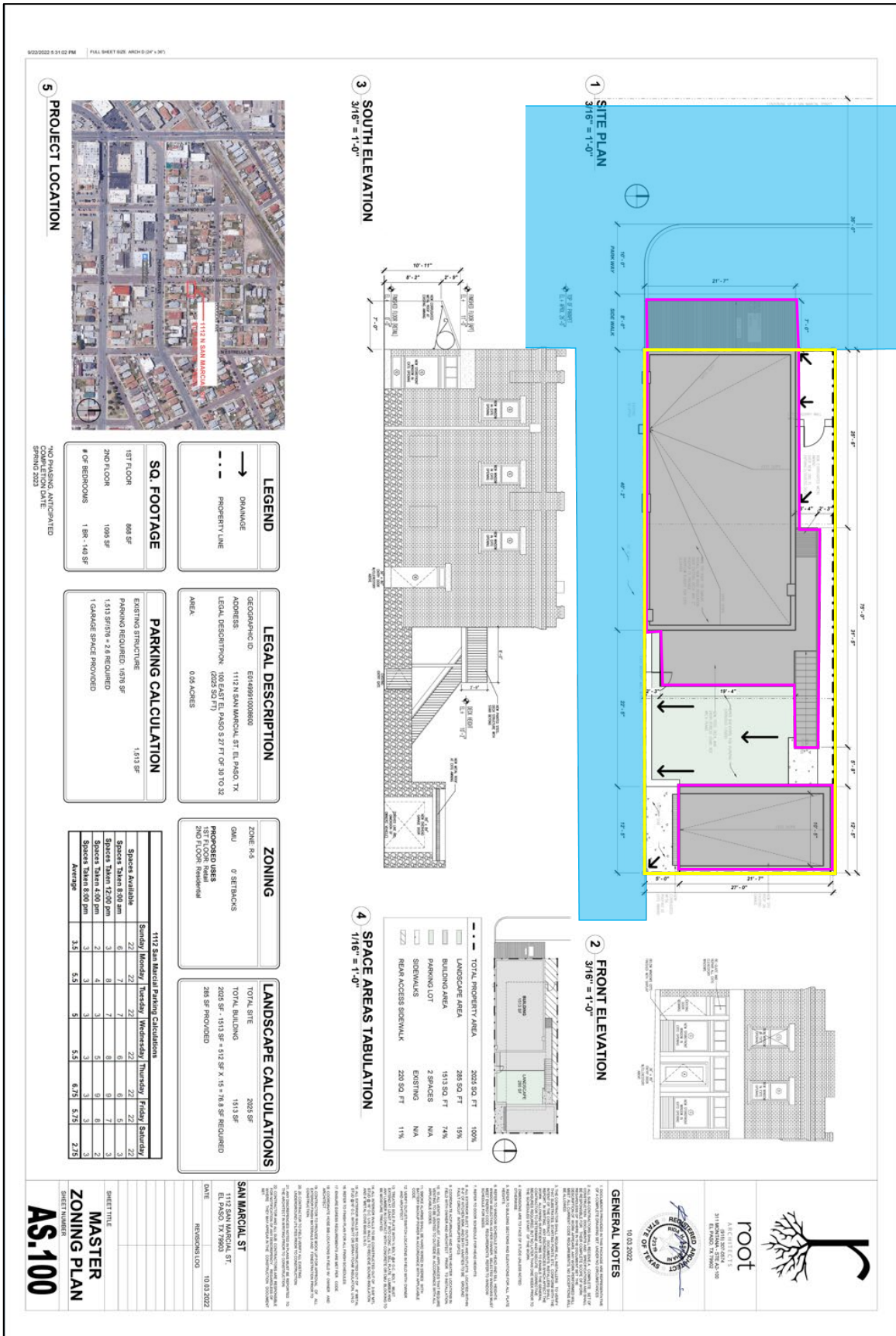
ATTACHMENTS:

1. Future Land Use Map
2. Master Zoning Plan
3. Master Zoning Plan Report
4. Department Comments
5. Neighborhood Notification Boundary Map
6. Email in support

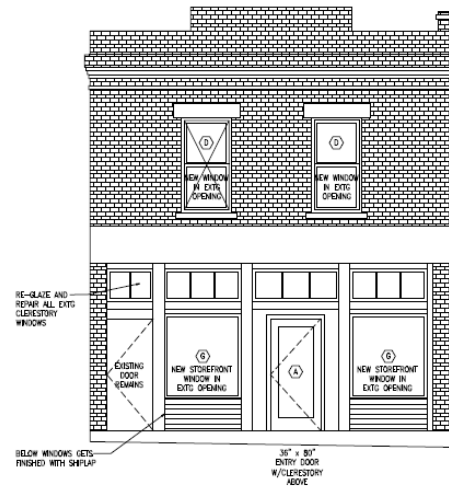
ATTACHMENT 1



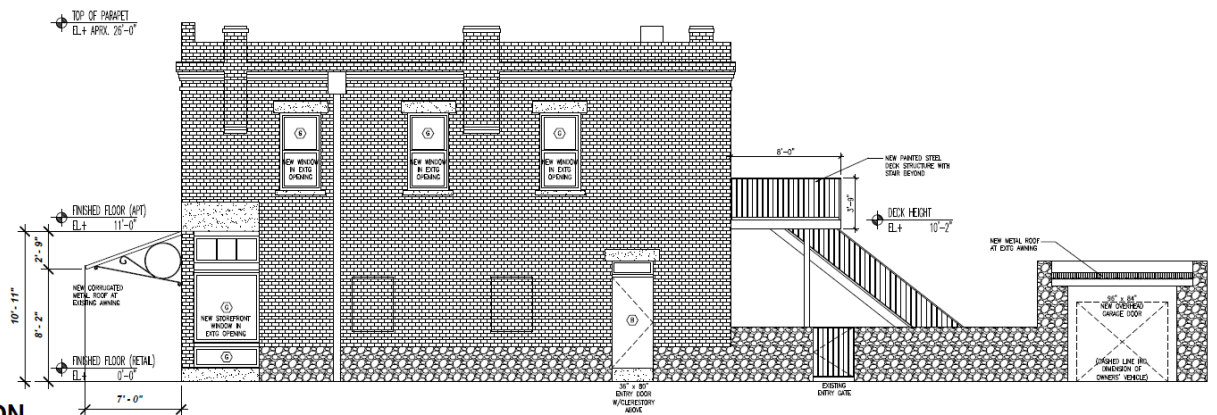
PZRZ22-00022







2 FRONT ELEVATION
3/16" = 1'-0"



3 SOUTH ELEVATION
3/16" = 1'-0"

ATTACHMENT 3

MASTER ZONING PLAN REPORT

1112 N San Marcial

100 East El Paso S 27 Ft of 30 to 32 (2025 sq ft)

0.05 acres

One dwelling unit at 1095 sq ft with one bedroom at 140 sq ft

Non-residential land use for grocery/retail store 868 sq ft

Five Points Neighborhood

Intent

The building was built in 1912 as a grocery store for the Five Points neighborhood. The current owners want to restore the building to its original intent of retail use on the first floor while providing an apartment on the top floor. The building will follow a historically preserved development plan that seeks flexibility due to its unique design characteristics. The renovated/restored building will follow the City of El Paso Comprehensive Plan by providing more creative aesthetically desirable design and land use.

As early as 1914, the building housed the Benton & Bixler Grocery store.

Proposed Permitted Uses

First floor: grocery, art gallery, other retail establishment (low-volume)

Second floor: Live-work flex unit/Single-family attached dwelling (atrium, patio, townhouse, condominium)

Objectives of the Rezoning to General Mixed Use

Restore, upgrade and preserve the existing structure to its original intent of a residence and retail store.

Maximum building height:

26' or the existing height. There is no plan to extend the height of the building.

Minimum and maximum coverage:

60%

Characteristics

Description: The renovation will preserve the current two story building built in 1912 consisting of two floors: one upstairs apartment and the original retail/grocery store space below.

The two story brick structure is a version of Federal style mercantile building of the early 1900s. It is a free-standing building centrally located in the neighborhood of the Five Points area of El Paso.

Each floor has original hardwood floors. The first floor store front has large pane, front and alley facing windows which have been replaced with wood panels. The original awning has been lowered and replaced with asphalt tiles. Under the lowered sheetrock ceiling is the original pressed tin ceiling from approximately the time of the grocery store, 1914.

The property includes a 272 sq ft single car garage made of entirely of rock and similar to other rock structures in El Paso from the period.

Access

All entry for apartment and proposed retail will be through front of the building on San Marcial.

Setbacks

0' setbacks throughout are proposed which is consistent with existing structure and garage on three sides.

Density

Density will remain with the two, original, existing units: main building and garage.

Landscaping

LANDSCAPE CALCULATIONS	
TOTAL SITE	2025 SF
TOTAL BUILDING	1513 SF
$2025 \text{ SF} - 1513 \text{ SF} = 512 \text{ SF} \times .15 = 76.8 \text{ SF REQUIRED}$	
285 SF PROVIDED	

Native southwestern, desert plants and trees will be planted EVERYWHERE possible. The owners will ask permission to remove concrete between San Marcial (street) and city sidewalk to do additional plantings. This is consistent with most streets in El Paso.

Parking

1112 San Marcial Parking Calculations							
	Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
Spaces Available	22	22	22	22	22	22	22
Spaces Taken 8:00 am	6	7	7	6	6	5	3
Spaces Taken 12:00 pm	3	8	7	8	9	7	3
Spaces Taken 4:00 pm	2	4	3	5	9	8	2
Spaces Taken 8:00 pm	3	3	3	3	3	3	3
Average	3.5	5.5	5	5.5	6.75	5.75	2.75

The garage will provide one parking space.
Please see Traffic Impact Analysis

Trash

Small trash receptacles will be placed inside the yard on concrete padding. If a dumpster is needed, it can be placed in an alley niche near the garage opening. It's where it was located when the owners purchased the building. The owners are avid recyclers so it is their intent to keep garbage and at a minimal.

Floor Area Ratio

Total construction for the project is 2235 sq ft for a total floor area of 1.0. This includes the restoration of the garage.

Special Privilege

Canopy/awning over ROW (sidewalk on San Marcial) will be addressed and permission sought.

Phasing

The project will be built in one phase in its entirety.

Relationship with Plan for El Paso

The restoration and development will enhance the neighborhood's economic and social vitality and will follow the overall City of El Paso's goals to revitalize historic buildings within the City.

ATTACHMENT 4

Planning and Inspections Department - Planning Division

Recommend approval. Proposal is in character with the neighborhood.

Planning and Inspections Department – Plan Review & Landscaping Division

Recommend approval. No objections to proposed rezoning.

The generalized site plan is not being reviewed for conformance due to conceptual nature. At the time of submittal for building permit, the project will need to comply with all applicable provisions of the ICC, TAS and Municipal Code.

Planning and Inspections Department – Land Development

1. Show existing drainage flow patterns on the site plan and identify the discharge and/or storage location(s) for all storm-water runoff within the subdivision.
2. The code encourages the use of nonstructural storm water management such as the preservation of greenspace, rainwater harvesting within parkways, landscaped areas, and other conservation efforts, to the maximum extent practicable.
3. Clarify how maintenance ramp is going to be fixed since it encroaches in the ROW and is not ADA compliant.

Fire Department

Recommend approval. No adverse comments.

Police Department

No comments received.

Environmental Services

No comments received.

Streets and Maintenance Department

1. This application does not meet the criteria to require a TIA per Section 19.18.010(B)(1) of the El Paso Code.
2. Sidewalks shall be a minimum of 5 feet wide within a public street right-of-way per Section 13.04.020(A)(13) of the El Paso Code. The existing ADA ramp is encroaching the sidewalk's minimum width requirement and obstructing the path of travel for pedestrians.

Sun Metro

No comments received.

El Paso Water

El Paso Water (EPWater) does not object to this request.

Water:

There is an existing 6-inch diameter water main that extends along the west side of San Marcial St. approximately 15-feet east of and parallel to the western right-of-way line of San Marcial St. This water main is available for service.

There is an existing 4-inch diameter water main that extends along the north side of alley north of Pershing Dr. approximately 5-feet south of and parallel to the northern right-of-way line of the alley. This water main is available for service.

Previous water pressure from fire hydrant #1945 located at the northwest intersection of San Marcial St. and Pershing Dr., has yielded a static pressure of 78 psi, a residual pressure of 76 psi, and a discharge of 581 gallons per minute.

EPWater records indicate an active ¾-inch water meter serving the subject property. The service address for this meter is 1112 San Marcial St.

Sanitary Sewer:

There is an existing 8-inch diameter sanitary sewer main that along the south side of alley north of Pershing Dr. approximately 5-feet north of and parallel to the southern right-of-way line of Pershing Dr. This sanitary sewer main is available for service.

General:

An application for additional water and sanitary sewer services should be made 6 to 8 weeks prior to construction to ensure water for construction work. New service applications are available at 1154 Hawkins, 3rd floor and at www.epwater.org. A site plan, utility plan, grading and drainage plans, landscaping plan, the legal description of the property and a certificate-of-compliance are required at the time of application. Service will be provided in accordance with the current EPWater-PSB Rules and Regulations. The applicant is responsible for the costs of any necessary on-site and off-site extensions, relocations or adjustments of water and sanitary sewer lines and appurtenances.

Stormwater:

EPWater-SW has no objections to this proposal and appreciate the use of green space to retain some of the storm sewer runoff.

Texas Department of Transportation

No comments received.

El Paso 9-1-1 District

The 911 District has no comments/concerns regarding this zoning.

El Paso County Water Improvement District #1

Not within the boundaries of EPCWID1.

PZR22-00022

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ATTACHMENT 6

From: [Buck Johnston](#)
To: [Zamora, Luis F.](#)
Subject: Fwd: 1112 N. San Marcial
Date: Tuesday, July 19, 2022 7:06:18 PM

You don't often get email from chicabuck@protonmail.com. [Learn why this is important](#)

CAUTION: This email originated from outside of the City of El Paso. Do not click links or open attachments unless you recognize the sender and know the content is safe. If suspicious, use **Phish Alert** or forward to SpamReport@elpasotexas.gov.

Dear Luis:

I spoke to the neighbor about the encroachment and it went very well. I was very frank about our plans and I promised to be a good neighbor.

Below is his email endorsing the rezoning and a-okay with the encroachment.

FYI: we are going to work to correct the encroachment issue.

Thank you so much.

I appreciate y'all.

buck.

Sent from Proton Mail for iOS

----- Forwarded message -----

From: Otilia Moss <mosso62@yahoo.com>

Date: On Tue, Jul 19, 2022 at 7:54 PM

Subject: Fwd: 1112 N. San Marcial

To: chicabuck@protonmail.com <chicabuck@protonmail.com>

CC:

To Whom It May Concern:

I spoke with Ms. Buck Johnston yesterday evening (July 18th, 2022) regarding her plans to submit her property at 1112 N. San Marcial for rezoning and the issue of her garage encroaching 4 inches onto the property at 3106 Douglas Ave. I have no issues with the rezoning or the encroachment.

Sincerely,
Michael Moss
3106 Douglas Ave.
El Paso, Texas 79903

From: **Buck Johnston** <buck@bbgun.com>
Subject: Fwd: 1112 N San Marcial
Date: June 22, 2022 at 12:45 PM
To:



Begin forwarded message:

From: Rocketbuster <howdy@rocketbuster.com>
Subject: Re: 1112 N San Marcial
Date: May 25, 2022 at 12:59:37 PM CDT
To: Buck Johnston <buck@bbgun.com>

WONDROUS Being Buck,

Elizabeth here, I spoke with you earlier. Want to reply immediately to

Whoo Hoo!!! In Love with your project and so will Marty & Nevena be. They are both with clients this morning and I am excited to pass the word to them. I'm sure they will be in contact with you as soon as they can to express their joyousness at your arrival to the neighborhood

Happy Trails

Elizabeth

MISSION CONTROL SPECIALIST
915-541-1300

"SPACE AGE VINTAGE STYLE FOR FOLKS WHO JUST A'INT BORING!"

ROCKETBUSTER HANDMADE
CUSTOM BOOTS
115 ANTHONY STREET
EL PASO, TEXAS 79901
(915) 541-1300

www.rocketbuster.com
Instagram / rocketbusterboots

On Wed, May 25, 2022 at 11:23 AM Buck Johnston <buck@bbgun.com> wrote:

Dear Rocketbuster folks:

My name is Buck Johnston and I purchased the building at 1112 N San Marcial with my husband, Camp Bosworth. The legal description is:
100 East El Paso S 27 ft of 30 to 32.

We are reaching out to you and the Five Points Neighborhood Association. We met Marty years ago in Marfa, Texas. We own the old church building and have Wrong Marfa store and gallery. <http://www.wrongmarfa.com>
We are good friends with Evan Voyles and many other mutual friends.

We have completed some demolition of the building and have discovered a great deal about it. The building was built in 1912 and in 1914 became the Benton & Bixler Grocery Store. It was the local grocery store for the neighborhood. It has the original hardwood floors and pressed tin ceiling from the grocery store days. These discoveries have started a process to bring the building back to its original purpose and glory. We have fallen in love with it and are looking to do a historic restoration on it. In keeping with that idea, we are starting exploration of a General Mixed Use zoning for the property. Our idea is to live upstairs in the original apartment and have a store on the first floor. We have NO INTENTION of EVER having a bar or short term rental. We are not interested in anything disruptive, but we are interested in being good neighbors and good stewards of the community. We will even do a deed restriction prohibiting a bar from EVER being in that location because we feel very strongly the area does not need more bars and we care about the future of the neighborhood. Our plans are to do what we know: we want to do a store centered around artists' goods and a gallery.

We are reaching out to get your support and/or thoughts and answer any questions. We would be delighted to provide a tour of the building to you and any of the Association's members to address concerns or answer questions and to meet everyone.

We have reached out to Five Points Development Association, Manhattan Heights Neighborhood Association. We have nothing to hide and want to move forward in the most positive way.

Please feel to contact via email or by phone at 214-901-8552.

Thank you.
buck.

buck johnston
214-901-8552
buck johnston
<http://www.wrongmarfa.com>

432-729-1976
cell: 214-901-8552



Legislation Text

File #: 22-1436, Version: 1

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

DISTRICT, DEPARTMENT, CONTACT INFORMATION:

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

All Districts

Purchasing and Strategic Sourcing, Claudia A. Garcia, (915) 212-1218
Fire Department, Jonathan P Killings, (915) 493-5609

AGENDA LANGUAGE:

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

The linkage to the Strategic Plan is subsection 2.1 - Maintain standing as one of the nation's top safest cities.

Award Summary:

Discussion and action on the request that the Director of the Purchasing and Strategic Sourcing Department be authorized to issue a Purchase Order(s) to Texas Commission on Fire Protection (TCFP). Texas Commission on Fire Protection is a State Agency and the sole source for the TCFP certification in order to comply with the requirements under the Texas Administrative Code Title 37; Part 13; Chapter 421; Rule 421.17.

Contract Variance:

The difference in price, based on comparison to the previous contract is as follows: An increase of \$5,550.00 for the annual estimated amount, which represents an 8.45% increase due to the number of uniformed employees increased.

Department:	Fire
Award to:	Texas Commission on Fire Protection Austin, TX
Annual Estimated Amount:	\$71,250.00
Funding Source:	Professional Licenses and Memberships
Account No.:	322-1000-22020-544140-P2221
Districts(s):	All
Reference No.:	2023-0118

This is a Sole Source, requirements contract.

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

AGENDA DATE: November 8, 2022
PUBLIC HEARING DATE: NA

CONTACT PERSON(S) NAME AND PHONE NUMBER:

Jonathan P. Killings, Interim Fire Chief, (915) 493-5609
Claudia A. Garcia, Interim Director of Purchasing & Strategic Sourcing, (915) 212-1218

DISTRICT(S) AFFECTED: All

STRATEGIC GOAL: 2 – Set the Standard for a Safe and Secure City

SUBGOAL: 2.3 – Increase public safety operational efficiency.

SUBJECT:

Discussion and action on the request that the Director of the Purchasing and Strategic Sourcing Department be authorized to issue a Purchase Order(s) to Texas Commission on Fire Protection (TCFP). Texas Commission on Fire Protection is a State Agency and the sole source for the TCFP certification in order to comply with the requirements under the Texas Administrative Code Title 37; Part 13; Chapter 421; Rule 421.17.

BACKGROUND / DISCUSSION:

The El Paso Fire Department is required to renew 950 employee certifications annually with the Texas Commission of Fire Protection (TCFP) in order to comply with the requirements under the Texas Administrative Code, Title 37; Part 13; Chapter 421; Rule 421.17. As per the TAC, employees of a fire department, or local government who are assigned duties identified as fire protection personnel duties must maintain certification by the commission in the discipline(s) to which they are assigned for the durations of their assignment.

SELECTION SUMMARY:

NA

CONTRACT VARIANCE:

The difference in price, based on comparison to the previous contract is as follows: An increase of \$5,550.00 for the annual estimated amount, which represents a 8.45% increase due to the number of uniformed employees increased.

PROTEST

No protest received for this requirement.

PRIOR COUNCIL ACTION:

NA

AMOUNT AND SOURCE OF FUNDING:

Amount: \$71,250.00

Funding Source: Professional Licenses and Memberships

Account: 322-1000-22020-544140-P2221

HAVE ALL AFFECTED DEPARTMENTS BEEN NOTIFIED? X YES NO

PRIMARY DEPARTMENT: Fire
SECONDARY DEPARTMENT: Purchasing & Strategic Sourcing

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

DEPARTMENT HEAD:


Interim Fire Chief Jonathan P. Killings, El Paso Fire Department

**COUNCIL PROJECT FORM
(SOLE SOURCE)**

*******POSTING LANGUAGE BELOW*******

Please place the following item on the **REGULAR** agenda for the Council Meeting of **November 8, 2022**.

Strategic Goal 2: Set the Standard for a Safe and Secure City

The linkage to the Strategic Plan is subsection 2.1 - Maintain standing as one of the nation's top safest cities.

Award Summary:

Discussion and action on the request that the Director of the Purchasing and Strategic Sourcing Department be authorized to issue a Purchase Order(s) to Texas Commission on Fire Protection (TCFP). Texas Commission on Fire Protection is a State Agency and the sole source for the TCFP certification in order to comply with the requirements under the Texas Administrative Code Title 37; Part 13; Chapter 421; Rule 421.17.

Contract Variance:

The difference in price, based on comparison to the previous contract is as follows: An increase of \$5,550.00 for the annual estimated amount, which represents a 8.45% increase due to the number of uniformed employees increased.

Department:	Fire
Award to:	Texas Commission on Fire Protection Austin, TX
Annual Estimated Amount:	\$71,250.00
Funding Source:	Professional Licenses and Memberships
Account No.:	322-1000-22020-544140-P2221
Districts(s):	All
Reference No.:	2023-0118

This is a Sole Source, requirements contract.

*******ADDITIONAL INFO BELOW*******



Legislation Text

File #: 22-1370, Version: 1

CITY OF EL PASO, TEXAS
LEGISTAR AGENDA ITEM SUMMARY FORM

DISTRICT, DEPARTMENT, CONTACT INFORMATION:

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

District 2

Capital Improvement Department, Yvette Hernandez, (915) 212-1860

AGENDA LANGUAGE:

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

Discussion and action that the City Manager be authorized to sign a Use, Construction, and Donation Agreement with Western Refining Company, LLC for use, construction and donation of improvements at Marina Rios Park. [POSTPONED FROM 10-25-2022]

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

AGENDA DATE: October 25, 2022
PUBLIC HEARING DATE: Not Applicable

CONTACT PERSON(S) NAME AND PHONE NUMBER:
Yvette Hernandez, P.E. City Engineer, (915) 212-1860

DISTRICT(S) AFFECTED: 2

STRATEGIC GOAL: No. 4 Enhance El Paso's Quality of Life Through Recreational, Cultural, & Educational Environments

SUBGOAL: 4.2 Create Innovative recreational, educational, and cultural program.

SUBJECT:

Discussion and action that the City Manager be authorized to sign a Use, Construction, and Donation Agreement with Western Refining Company, LLC for use, construction and donation of improvements at Marina Rios Park.

BACKGROUND / DISCUSSION:

On July 9, 2019, City Council approved the use of Community Development Block Grant (CDBG) funds for the design and construction of a pocket park located at on a vacant 0.5-acre property at the corner of Cleveland Ave. and N. Clark Dr. (Marina Rios Park). During the design it was determined available funding was insufficient to construct the Park as planned and allowed only installation of landscaping and park amenities on approximately 0.25 acres located on the western side. Improvements in that area of the property were completed in November 2021.

Shortly after completion of construction, the Capital Improvement Department was approached by Representative Hernandez, the representative for the area of the City of when the park was constructed to assess the Department's interest in the Representative having discussions with Western Refining Company, LLC (WRC) regarding whether WRC would be willing to fund and construct the improvements for the undeveloped portion of the property. WRC agreed to fund the improvements and designs and an agreement were finalized. The improvements are valued at \$171,227.28.

SELECTION SUMMARY: N/A

CONTRACT VARIANCE: N/A

PROTEST N/A

PRIOR COUNCIL ACTION: July 9, 2019 City Council approved the use of Community Development Block Grant (CDBG) funds for the design and construction of a pocket park located at on a vacant 0.5-acre property at the corner of Cleveland Ave. and N. Clark Dr. (Marina Rios Park).

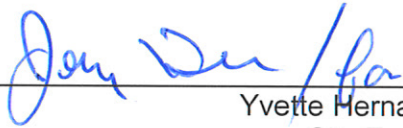
AMOUNT AND SOURCE OF FUNDING: \$171,227.28 Private funding no City Match

HAVE ALL AFFECTED DEPARTMENTS BEEN NOTIFIED? X YES ___ NO

PRIMARY DEPARTMENT: Capital Improvement Department
SECONDARY DEPARTMENT: Parks and Recreation

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

DEPARTMENT HEAD:

A handwritten signature in blue ink, appearing to read 'Yvette Hernandez', is written over a horizontal line.

Yvette Hernandez, P.E
.City Engineer

RESOLUTION

WHEREAS, the City seeks to promote healthy outdoor recreational activity to the citizens and visitors of El Paso through the use of its City parks; and

WHEREAS, Western Refining Company, LLC (Western) wishes to donate, construct and install park amenities and landscaping features, at Western's sole cost, in accordance with the City's design specifications to be used at the Marina Rios Park; and

WHEREAS, the City and Western are mutually desirous of entering into the Use, Construction, and Donation Agreement for the benefit of the public;

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

That the City Manager, or designee be authorized to sign a Use, Construction, and Donation Agreement for improvements at Marina Rios Park by and between the City of El Paso, Texas and Western Refining Company LLC.

APPROVED THIS _____ DAY OF _____ 2022

CITY OF EL PASO:

Oscar Leaser
Mayor

ATTEST:

Laura Prine
City Clerk

APPROVED AS TO FORM

Donald C. Davie

Donald Davie
Senior Assistant Attorney

APPROVED AS TO CONTENT

Assistant Director Capital Improvement

Jerry DeMuro/for

Yvette Hernandez, P.E.
City Engineer

THE STATE OF TEXAS

§

§ USE, CONSTRUCTION, AND DONATION

§

§ AGREEMENT

§

COUNTY OF EL PASO

THIS USE, CONSTRUCTION, AND DONATION AGREEMENT FOR CONSTRUCTION AND DONATION OF IMPROVEMENTS AT CLEVELAND CLARK PARK RECENTLY FORMALLY RENAMED MARINA RIOS PARK (hereinafter referred to as "**Agreement**") is made and entered into on this 13th day of October, 2022, ("Effective Date") by and between the Western Refining Company LLC (hereafter referred to as "**Western**") and the City of El Paso, Texas, a Texas home rule municipal corporation, (hereinafter referred to as "**City**"). Western and the City are sometimes referred to herein as a "Party" and collectively may be referred to herein as the "Parties".

WHEREAS, the City seeks to promote healthy outdoor recreational activity to the citizens and visitors of El Paso through the use of its City parks; and

WHEREAS, Western wishes to donate and install park amenities and landscaping features in accordance with the City's design specifications to be used at the Cleveland Clark Park, as described herein.

WHEREAS, the City and Western are mutually desirous of entering into this Agreement for the benefit of the public;

NOW, THEREFORE, IN CONSIDERATION OF THE MUTUAL PROMISES HEREIN, WESTERN AND CITY AGREE TO THE FOLLOWING TERMS AND CONDITIONS:

1. Contractual Relationship:

- 1.1. The Parties to this Agreement are independent contractors. Except as may be expressly and unambiguously provided in this Agreement, no partnership or joint venture is intended to be created by this Agreement, nor any principal-agent or employer-employee relationship between the Parties or any of their officers, employees, agents or representatives.
- 1.2. As an independent contractor, Western understands and agrees that it will be responsible for its respective acts or omissions, and the City will in no way be responsible as an employer to Western's officers, employees, agents or representatives who perform any service in connection with this Agreement.
- 1.3. As an independent contractor, the City understands and agrees that it will be responsible for its respective acts or omissions, and Western will in no way be responsible as an employer to the City's officers, employees, agents or representatives who perform any service in connection with this Agreement.
- 1.4. Western acknowledges and agrees that it does not have, and will not attempt to assert, the authority to make commitments for or to bind the City to any obligation other than the obligations set forth in this Agreement. The City also acknowledges and agrees that it does not have, and will not attempt to assert, the authority to make commitments for or to bind Western to any obligations other than the obligations set forth in this Agreement. Western agrees that its personnel will participate in the donation, construction, and installation of park amenities, landscaping features

and public art, as applicable, in compliance with all applicable federal, state, and/or local rules and regulations.

2. **Term:** This Agreement will commence on the Effective Date and will terminate upon completion of the Improvements by Western and their acceptance by City, unless terminated earlier in accordance with this Agreement (“Term”).

3. Use of City Property

- 3.1. In consideration of the construction of Improvements and donation thereof to City, as hereafter described, City does hereby grant to Western during the Term of this Agreement the use of the area described in **Exhibit A**, referred to and incorporated herein by reference, in Cleveland Clark Park (hereafter “Park”) for the purpose of constructing and installing park amenities and landscaping within the Park (“Improvements”).
- 3.2. Western agrees to maintain City’s Park in a safe and clean condition during Western’s use of the Park. Western further agrees and covenants that City’s Park and all Improvements will at all times be subject to inspection by City, however, City has no duty to inspect the property.

4. Construction of Improvements

- 4.1. [RESERVED].
- 4.2. During the Term of this Agreement, Western will construct the Improvements in accordance with this Agreement and as substantially shown in the “Construction Plans Design Documents” contained in Exhibit B, referred to and incorporated herein by reference.
- 4.3. Western will include in all Western construction agreements for the Improvements the following provisions:
 - 4.3.1. Typical market based indemnification obligations of a contractor doing business on Western’s property.
- 4.4. Western will also require the contractors, in all Western construction agreements for the Improvements, to furnish insurance at no cost to the City, that provides, but is not limited to the indemnification provisions of this Agreement, insuring contractor’s liability for injury to or death of employees of the contractor and third Parties. Western and all of its contractors and their subcontractors will maintain insurance with limits that meet the following requirements:
 - 4.4.1. Commercial General Liability: \$2,000,000 per occurrence and \$1,000,000 aggregate for bodily injury, personal injury and property damage. This policy will have no coverages removed by endorsement.
 - 4.4.2. Automobile Liability: \$1,000,000 combined single limit per accident for bodily injury and property damage. Coverage will be provided for any auto, including hired and non-owned vehicles.

- 4.4.3. Workers' Compensation and Employers' Liability: If applicable under law, Statutory Workers' Compensation with Employers' Liability limits of \$1,000,000 each accident, \$1,000,000 each employee for disease and \$1,000,000 policy limit for disease.
- 4.4.4. All insurance policies of the contractors for the Improvements will be written with Western as an additional insured and will be written through companies duly authorized to transact that class of insurance in the State of Texas. The policies will also waive subrogation rights for loss or damage so that insurers have no right to recovery or subrogation against Western. Contractors will provide a certificate of insurance evidencing the coverage to Western who will, if requested, provide a copy of such certificates to the City.
- 4.5. Western agrees that all work to be performed by it or its contractors, including all workmanship and materials, will be of first-class quality and will be performed in full compliance and in accordance with all federal, state and local laws, ordinances, codes and regulations, and such work will be subject to City inspection during the performance thereof and after it is completed. However, City has no duty to inspect the property.
- 4.6. Western will discharge all obligations to contractors, subcontractors, materialmen, workmen and/or other persons for all work performed and for materials furnished for or on account of Western as such obligations mature. Western expressly agrees that it will neither give nor grant, nor purport to give or grant any mechanic's or materialmen's lien upon the City's Park or upon any Improvements thereupon in the process of construction or repair, nor allow any condition to exist or situation to develop whereby any Party should be entitled, as a matter of law, to a mechanic's or materialmen's lien against the City's Park or Improvements thereon, and Western will discharge any such lien within 30 days after notice of filing thereof. Western will obtain All Bills Paid Affidavits from its contractors upon completion of the Improvements.
- 4.7. All construction upon the City's Park will comply with all applicable federal, state or municipal laws, ordinances, rules, regulations and requirements. During the progress of all work, City's duly authorized representative may enter upon the premises and make such inspections as may be reasonably necessary for the purpose of satisfying City that the work or construction meets the requirements or standards.
- 4.8. Western will conduct its operations under this Agreement in an orderly and proper manner, considering the nature of such operation, so as not to unreasonably annoy, disturb, endanger or be offensive to others.
- 4.9. Western will repair any damage to offsite property of the City, the Park, the Improvements at the Park and which are caused by or resulting from any activities or construction by Western, or Western's contractors, ordinary wear and tear excepted.
5. **Cost of Improvements:** The complete cost of developing all necessary plans and specifications, as provided in this Agreement, and the cost of construction of the Improvements by Western will be borne solely by Western and be at no expense to the City.
6. **Ownership of Improvements:** Upon completion of the Improvements, it is Western's desire to donate the Improvements to City. All alterations and Improvements on or in City's Park at the commencement of the Term, or those that may be installed or erected during the Term, will become

part of City's Park upon completion of the construction and installation of the Improvements by Western and acceptance by City. Any warranties given to the Western for the Improvements, or their construction, will be conveyed to the City at the same time as the Improvements are transferred to the City.

7. **Ingress and Egress:** Western will have the right to obtain ingress and egress to and from the Park by means of all existing roadways or access ways, to be used in common with others having the right of ingress and egress.

8. **Rules and Regulations, Signage and Development Standards.**

8.1. Western agrees to observe and obey any and all rules and regulations and all other federal, state and municipal rules, regulations, ordinances and laws, including but not limited to the impact fees, subdivision rules and regulations, zoning, landscape standards, general park standards, and the construction sections of the Code of the City, and require its contractors, and suppliers to observe and obey the same. Signage placed at the Park as part of the construction of the Improvements will comply with City ordinances.

8.2. Western agrees to obtain from all governmental authorities having jurisdiction, all licenses, certificates and permits necessary for the conduct of its operations and to keep them current.

9. **Default:** If at any time during the Term of this Agreement, Western will fails to commence the work in accordance with the provisions of this Agreement or fails to diligently provide services in an efficient, timely and careful manner and in strict accordance with the provisions of this Agreement, or fails to use an adequate number or quality of personnel or equipment to complete the work or fails to perform any of its obligations under this Agreement, then City will have the right, if Western will not cure any such default after 30 days written notice thereof, to terminate this Agreement and complete the work in any manner it deems desirable, including engaging the services of other Parties. Any such act by City will not be deemed a waiver of any other right or remedy of City.

10. **Western's Responsibilities:** Including all other responsibilities of Western identified in this Agreement, Western will:

10.1. Order playground equipment, exercise equipment, other related park amenities and landscaping features in accordance with City design specifications detailed on Exhibit B. All donated park equipment, park amenities, warranties and related documentation will become the Park of the City upon transference from Western upon inspection and acceptance.

10.2. Provide donations for landscaping that meet City Park standards.

10.3. Oversee the delivery of all park equipment at the Park.

10.4. Install all park equipment, amenities and landscaping features at the Park.

11. **City's Responsibilities:** Including all other responsibilities of City identified in this Agreement, City will:

Final Execution Version

- 11.1. Provide the design and layout of the park equipment, amenities and landscaping for the Park.
 - 11.2. Issue all necessary permitting & approvals under customary procedures of the City.
 - 11.3. Provide installation approvals under customary procedures of the City.
 - 11.4. Provide point of contact for all communications to Western.
 - 11.5. Be responsible for maintenance and repairs to the Improvements upon conveyance and transfer from Western to City upon inspection and acceptance by City.
- 12. Amendment of Agreement:** No amendment to this Agreement will be effective unless reduced to writing, executed by the authorized representatives of the City and Western. The City Manager for the City or a designee is authorized to enter into amendments to this Agreement that do not affect the City Budget.
- 13. Notices:** All notices under this Agreement will be in writing and delivered either by personal delivery or by United States certified mail, return receipt requested. Such notices will be deemed given when received by such Party's designated representative.

WESTERN:

Western Refining Company LLC
 Attn.: Vice President of Refining or Refining Division Manager
 2121 N. Clark.
 El Paso, TX 79905

With copies to:

Western Refining Company LLC
 539 South Main Street
 Findlay, OH 45840
 Attn: Manager, Title and Contract

Western Refining Company LLC
 212 N. Clark
 El Paso, Texas 79901
 Attn: Manager, State Government Affairs

CITY:

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

COPY TO:

City of El Paso
 Yvette Hernandez
 City Engineer
 218 N. Campbell St.

El Paso, TX 79901

14. Assignment. This Agreement is not assignable in whole or in part by any Party hereto without prior written consent of the other Party.

15. Force Majeure. This agreement may be terminated by either Party due to acts of God, war, government regulations, disaster, strikes (save and except strikes involving employees of the Party seeking the protections of this provision), civil disorder, curtailment of transportation facilities, or other emergencies making it illegal or impossible to perform obligations under this agreement. In order to terminate this agreement under this provision for any one or more of such reasons, the terminating Party must provide written notice to the other Party within 5 days of the occurrence of any of these events. In the event that services are suspended for a time period not to exceed 30 days because of an act of nature, act of God or other force majeure event, beyond the reasonable control of a Party, either Party may terminate this Agreement immediately without cause or penalty and any monies paid for such services in advance will be refunded immediately.

16. Termination

16.1. Termination - Cause. The Parties agree that either Party may terminate this Agreement in whole or in part. Such 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 will 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 30 calendar days to cure such failures; and (c) an opportunity for consultation with the terminating Party prior to such termination.

16.2. Termination - Convenience. Either Party may terminate this Agreement without cause upon 90 days written notice to the other Party if the purchase or donation of equipment has not yet been executed by Western.

16.3. Termination Shall Not Be Construed as Release. Termination by either Party will not be construed as a release of any claims that the terminating Party may lawfully be entitled to assert against the other Party. Further, the terminated Party will not be relieved of any liability for damages sustained by the terminating Party by virtue of any breach of this Agreement.

16.4. Except as otherwise provided herein, all duties and obligations of the City and Western will cease upon termination or expiration of this Agreement.

17. Insurance and Indemnification

17.1. AS A CONDITION OF THIS AGREEMENT, WESTERN WILL INDEMNIFY, DEFEND AND HOLD THE CITY, ITS OFFICERS, AGENTS AND EMPLOYEES, HARMLESS FROM AND AGAINST ANY AND ALL CLAIMS, CAUSES OF ACTION, LIABILITY, DAMAGES OR EXPENSE, INCLUDING BUT NOT LIMITED TO ALL JUDGMENTS, SETTLEMENT AMOUNTS, ATTORNEYS' FEES, COURT COSTS AND EXPENSES INCURRED IN THE INVESTIGATION, HANDLING, DEFENSE AND LITIGATION

OF ANY CLAIM OR SUIT, INCLUDING BUT NOT LIMITED TO ANY CLAIM OR SUIT FOR ANY DAMAGE TO OR LOSS OF ANY PROPERTY, OR ANY ILLNESS, INJURY, PHYSICAL OR MENTAL IMPAIRMENT, LOSS OF SERVICES, OR DEATH TO ANY PERSON REGARDLESS OF THE MERITS OF OR OUTCOME OF SUCH CLAIM OR SUIT ARISING OUT OF WESTERN'S NEGLIGENT ACTS, WILLFUL MISCONDUCT, GROSS NEGLIGENCE OR OMISSIONS RELATED TO THIS AGREEMENT. WITHOUT MODIFYING THE CONDITIONS PRECEDENT FOR PRESERVING DEFENSES, ASSERTING CLAIMS OR ENFORCING ANY LEGAL LIABILITY, AGAINST THE CITY AS REQUIRED BY THE CITY CHARTER OR ANY LAW, THE CITY WILL PROMPTLY FORWARD TO WESTERN EVERY DEMAND, NOTICE, SUMMONS OR OTHER PROCESS RECEIVED BY THE CITY IN ANY CLAIM OR LEGAL PROCEEDING CONTEMPLATED HEREIN. THE CITY, AT ITS ELECTION WILL HAVE THE RIGHT TO PARTICIPATE IN ANY SUCH NEGOTIATIONS OR LEGAL PROCEEDINGS TO THE EXTENT OF ITS INTEREST.

18. **Consideration.** Western agrees to perform the services for no monetary compensation and that the opportunity to provide the donation constitutes full and complete consideration. For documentation purposes only, Western estimates that the value of the donation is approximately \$171,227.28.
19. **Governmental Function.** The Parties expressly agree that, in all things relating to this Agreement, the City enters into this Agreement for the purpose of performing a governmental function and is performing a governmental function, as defined by the Texas Tort Claims Act. Neither Party waives any immunity under the Texas Tort Claims Act. The Parties further expressly agree that every act or omission of the City, which in any way pertains to or arises out of this Agreement, falls within the definition of governmental function.
20. **Governing Law.** This Agreement will be governed by and construed in accordance with the laws of the State of Texas, along with applicable provisions of the federal law, the El Paso City Code, and any Ordinance of the City.
21. **Entire Agreement.** This agreement contains the entire understanding between the Parties and supersedes any and all prior agreements, arrangements, communications, or representations, whether oral or written concerning the same subject matter. This Agreement may not be amended, altered, modified or changed except in writing, signed by both Parties.
22. **Severability.** In the event any one or more of the provisions of the Agreement will be held by a tribunal of competent jurisdiction to be invalid, illegal or unenforceable, the remaining provisions of this Agreement will be unimpaired, and the invalid, illegal or unenforceable provision will be replaced by a mutually acceptable provision, which, being valid, legal and enforceable, comes closest to the intention of the Parties underlying the invalid, illegal or unenforceable provision. If any provision of this Agreement is held to be excessively broad as to duration, geographical scope, activity or subject, it is to be construed by limiting and reducing it, so as to be enforceable to the extent compatible with applicable law.

23. Headings. The headings of sections and subsections of this Agreement are for reference only and will not alter the terms and conditions of this Agreement.

24. Authorization to Enter into Agreement. The Parties warrant and represent that they have full authority to enter into this Agreement and to consummate the transactions contemplated hereby and that this Agreement is not in conflict with any other agreement to which the Parties are a Party or by which they may be bound.

IN WITNESS WHEREOF, the Parties hereto by their duly authorized representatives have executed this Agreement as of the Effective Date.

WESTERN REFINING COMPANY LLC


Signed By: 
Travis Beltz (Oct 14, 2022 15:38 EDT)
Printed Name: Travis Beltz
Title: General Manager, El Paso Refinery


Timothy Berry (Oct 13, 2022 15:41 CDT)
Approved as to Form

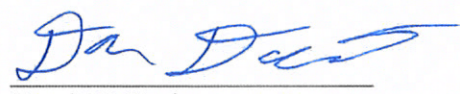
VJ Smith (Oct 13, 2022 14:43 MDT)

Final Execution Version


CITY OF EL PASO:


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

APPROVED AS TO FORM:


Donald C. Davie
Assistant City Attorney

APPROVED AS TO CONTENT:


Jerry DeMuro, Assistant Director
Capital Improvement Department

Final Execution Version

Exhibit A
Property Description and Depiction of the Park

Plans and Specification too large to scan – plans and specifications on file with CID

Space reserved for the ASL
interpreter

Do not move, modify, or add
any information on this box.

Use, Construction, and Donation Agreement

Marina Rios Park

October 25, 2022

*No. 4 Enhance El Paso's Quality of Life Through Recreational, Cultural,
& Educational Environments*

4.2 Create Innovative recreational, educational, and cultural program.



Agreement by and between Western Refining Company, LLC (Western) and the City.

Western agrees to construct improvements at Marina Rios Park at no cost to the City. Improvements valued at over \$170K

Improvements will be in accordance with plans and specifications prepared by the City.

Improvements include removal and replacement of sidewalk, installation irrigation system, rock screenings, and sod, trees and shrubs.

Space reserved for the ASL interpreter

Do not move, modify, or add any information on this box.





Mission

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



Vision

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



Values

Integrity, Respect, Excellence, Accountability, People

Space reserved for the ASL interpreter

Do not move, modify, or add any information on this box.



Misión

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

Space reserved for the ASL interpreter

Do not move, modify, or add any information on this box.



Visión

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



Valores

Integridad, Respeto, Excelencia, Responsabilidad, Personas



Legislation Text

File #: 22-1457, Version: 2

CITY OF EL PASO, TEXAS
LEGISTAR AGENDA ITEM SUMMARY FORM

DISTRICT, DEPARTMENT, CONTACT INFORMATION:

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

District 7

Purchasing and Strategic Sourcing, Claudia A. Garcia, (915) 212-1218
Capital Improvement Department, Yvette Hernandez, (915) 212-1845

AGENDA LANGUAGE:

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

The linkage to the Strategic Plan is subsection 7.2 - Improve competitiveness through infrastructure improvements impacting the quality of life.

Award Summary:

Discussion and action on the award of Solicitation 2022-0403 Padilla Street Reconstruction to ZTEX CONSTRUCTION, INC. for an estimated total amount of \$3,007,588.00. The project scope consists of reconstructing Padilla Dr. from Playa Drain to Zaragoza Rd. Construction improvements include the demolition of concrete, asphaltic pavement, curb, hardscape, landscaping, sanitary sewer improvements, adjustment to existing vehicular gates, and upgrade of existing street signage.

Department:	Capital Improvement
Award to:	ZTEX CONSTRUCTION, INC. El Paso, TX
Item(s):	Base Bid I and Deductive Alternate 1, Base Bid II, and Base Bid III
Initial Term:	300 Consecutive Calendar Days
Base Bid I and Deductive	\$2,069,321.40
Alternate 1:	
Base Bid II:	\$466,619.60
Base Bid III:	\$471,647.00
Total Estimated Award:	\$3,007,588.00
Funding Source:	2013 Street Infrastructure and El Paso Water Utilities Funding
Accounts:	190-4740-580270-28900-PCP20ST006 190-4970-580270-38230-PCP20ST006
District(s):	7

This is a Competitive Sealed Proposal, unit price contract.

The Purchasing & Strategic Sourcing and Capital Improvement Departments recommend award as indicated to ZTEX CONSTRUCTION, INC. the highest ranked offeror.

It is requested that the City Manager be authorized to establish the funding sources and make any necessary budget transfers and execute any and all documents necessary for execution of this award.

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

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

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

AGENDA DATE: November 8, 2022
PUBLIC HEARING DATE: Not Applicable

CONTACT PERSON(S) NAME AND PHONE NUMBER:

Yvette Hernandez, City Engineer, (915) 212-1845
Claudia A. Garcia, Interim Director of Purchasing & Strategic Sourcing, (915) 212-1218

DISTRICT(S) AFFECTED: 7

STRATEGIC GOAL: No. 7. Enhance and Sustain El Paso's Infrastructure Network

SUBGOAL: 7.2 - Improve competitiveness through infrastructure improvements impacting the quality of life

SUBJECT:

Discussion and action on the award of Solicitation 2022-0403 Padilla Street Reconstruction to ZTEX CONSTRUCTION, INC. for an estimated total amount of \$3,007,588.00.

BACKGROUND / DISCUSSION:

The project scope consists of reconstructing Padilla Dr. from Playa Drain to Zaragoza Rd. Construction improvements include the demolition of concrete, asphaltic pavement, curb, hardscape, landscaping, sanitary sewer improvements, adjustment to existing vehicular gates, and upgrade of existing street signage.

SELECTION SUMMARY:

Solicitation was advertised on April 26, 2022 and May 3, 2022. The solicitation was posted on City website on April 26, 2022. The email (Purmail) notification was sent out on April 28, 2022. There were a total fifty-two (52) viewers online; five (5) proposals were received; All being from local suppliers.

CONTRACT VARIANCE:

N/A

PROTEST

A protest received for this requirement. It has been resolved and closed.

PRIOR COUNCIL ACTION:

N/A

AMOUNT AND SOURCE OF FUNDING:

Amount: \$3,007,588.00

Funding Source: 2013 Street Infrastructure and El Paso Water Utilities Funding


Account: 190-4740-580270-28900-PCP20ST006

190-4970-580270-38230-PCP20ST006

HAVE ALL AFFECTED DEPARTMENTS BEEN NOTIFIED? X YES NO

PRIMARY DEPARTMENT: Capital Improvement
SECONDARY DEPARTMENT: Purchasing & Strategic Sourcing

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

DEPARTMENT HEAD: Assistant Director Capital Improvement


Yvette Hernandez, P.E., City Engineer

**COUNCIL PROJECT FORM
(Competitive Sealed Proposal)**

*******POSTING LANGUAGE BELOW*******

Please place the following item on the **REGULAR AGENDA** for the Council Meeting of **November 8, 2022**

STRATEGIC GOAL 7 – Enhance and Sustain El Paso’s Infrastructure Network

The linkage to the Strategic Plan is subsection 7.2 - Improve competitiveness through infrastructure improvements impacting the quality of life.

Award Summary:

Discussion and action on the award of Solicitation 2022-0403 Padilla Street Reconstruction to ZTEX CONSTRUCTION, INC. for an estimated total amount of \$3,007,588.00. The project scope consists of reconstructing Padilla Dr. from Playa Drain to Zaragoza Rd. Construction improvements include the demolition of concrete, asphaltic pavement, curb, hardscape, landscaping, sanitary sewer improvements, adjustment to existing vehicular gates, and upgrade of existing street signage.

Department:	Capital Improvement
Award to:	ZTEX CONSTRUCTION, INC. El Paso, TX
Item(s):	Base Bid I and Deductive Alternate 1, Base Bid II, and Base Bid III
Initial Term:	300 Consecutive Calendar Days
Base Bid I and	
Deductive Alternate 1:	\$2,069,321.40
Base Bid II:	\$466,619.60
Base Bid III:	\$471,647.00
Total Estimated Award:	\$3,007,588.00
Funding Source:	2013 Street Infrastructure and El Paso Water Utilities Funding
Accounts:	190-4740-580270-28900-PCP20ST006 190-4970-580270-38230-PCP20ST006
District(s):	7

This is a Competitive Sealed Proposal, unit price contract.

The Purchasing & Strategic Sourcing and Capital Improvement Departments recommend award as indicated to ZTEX CONSTRUCTION, INC. the highest ranked offeror.

It is requested that the City Manager be authorized to establish the funding sources and make any necessary budget transfers and execute any and all documents necessary for execution of this award.

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

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

COMPETITIVE SEALED PROPOSAL

TO THE HONORABLE MAYOR AND CITY COUNCIL
CITY OF EL PASO
EL PASO, TEXAS

The undersigned having familiarized themselves with the local conditions affecting the cost of work and with the Contract documents consisting of Invitation to Bid, Instructions to Proposers, General Conditions, the Contractor's Bid, Special Bid Conditions, Applicable Wage Rates, the Contract Form, plans, specifications, drawings, and addenda on file in the Purchasing & Strategic Sourcing Department of the City of El Paso, hereby propose to perform everything required to be performed and to provide, furnish and install all the labor, materials, necessary tools, expendable equipment, and all utility and transportation services, and to complete in a workmanlike manner all the work required for the

Padilla Street Reconstruction

Solicitation No. 2022-0403

within the specified limits and in accordance with the plans, including Addenda numbers

<u>AMENDMENT</u>	<u>DATED</u>	<u>AMENDMENT</u>	<u>DATED</u>	<u>AMENDMENT</u>	<u>DATED</u>	<u>AMENDMENT</u>	<u>DATED</u>
A001	5/18/2022	A002		A003		A004	
A005		A006		A007		A008	

ONLY ONE OFFEROR MAY BE AWARDED THIS CONTRACT PURSUANT TO THIS PROPOSAL.

For this solicitation, the price portion of the evaluation will be determined based on the Sum Total of Base Bid I, Base Bid II, and Base Bid III. If funding is available, Additive Alternates will be awarded in the following priority order; Deductive Alternate 1, Deductive Alternate 2, Deductive Alternate 3, and Deductive Alternate 4.

NOTE: The quantities shown in the unit price schedule are ESTIMATES ONLY. They are shown here only for the purpose of comparing proposals as an expected total expenditure. The City, at its sole discretion, will direct exactly how many actual units will be placed, and will pay for only those units that are ordered and accepted. No payments will be made regarding the estimated quantities, they are estimates only.

Estimates are minimums, but not guaranteed minimums, and the contract cost can increase so long as the unit costs remain the same and the increased funds are appropriated in the budget.

Line item entries shall prevail over sum total entries. When discrepancies exist between unit prices and corresponding extended prices, unit prices shall prevail. EACH PROPOSAL MUST BE SUBMITTED ON THE PRESCRIBED FORM AND all blank spaces on the proposal form for proposal prices must be filled in, in ink or typewritten. FAILURE TO FILL IN ALL BLANK SPACES SHALL CAUSE THE PROPOSAL TO BE DEEMED NOT RESPONSIVE AND PROPOSAL WILL NOT BE CONSIDERED IN DETERMINING THE HIGHEST RANKED OFFEROR.

COMPANY NAME: ZTEX Construction, Inc.

OFFEROR'S SIGNATURE: _____

PRINT NAME: Joaquin Royo

Negotiated Pricing

Proposal – Padilla Street Reconstruction
Solicitation No. 2022-0403

I-C-a-1

CI – Form – Rev. 4/1/17
Previous Versions Obsolete

BASE BID I - UNIT PRICE SCHEDULE: CIVIL AND DRAINAGE IMPROVEMENTS

Item No.	Estimated Quantity	Unit	Brief Description of Item	Unit Bid Price (In figures) Use 2 decimals Do Not Round	Total Amount (Quantity x Unit Price) (In Figures) Use 2 decimals Do Not Round
1.	1	LS	EARTHWORK OPERATIONS AS SHOWN ON CONSTRUCTION DOCUMENTS	<u>\$130,967.00</u>	<u>\$130,967.00</u>
2.	3,805	SY	REMOVAL AND DISPOSAL OF EXISTING CONCRETE AS SHOWN ON CONSTRUCTION DOCUMENTS	<u>\$ 16.00</u>	<u>\$ 60,880.00</u>
3.	8,900	SY	REMOVAL AND DISPOSAL OF EXISTING ASPHALT PAVEMENT AS SHOWN ON CONSTRUCTION DOCUMENTS	<u>\$ 4.20</u>	<u>\$ 37,380.00</u>
4.	600	SY	REMOVAL AND DISPOSAL OF EXISTING LANDSCAPE AREAS AS SHOWN ON CONSTRUCTION DOCUMENTS	<u>\$ 12.00</u>	<u>\$ 7,200.00</u>
5.	33	SY	REMOVAL AND SALVAGE OF EXISTING ROCK MULCH AS SHOWN ON CONSTRUCTION DOCUMENTS	<u>\$ 27.40</u>	<u>\$ 904.20</u>
6.	4,285	LF	REMOVAL AND DISPOSAL OF EXISTING CURB AS SHOWN ON CONSTRUCTION DOCUMENTS	<u>\$ 5.60</u>	<u>\$ 23,996.00</u>
7.	55	LF	REMOVAL AND DISPOSAL OF EXISTING GUARDRAIL AS SHOWN ON CONSTRUCTION DOCUMENTS	<u>\$ 29.20</u>	<u>\$ 1,606.00</u>
8.	66	LF	REMOVAL AND DISPOSAL OF EXISTING 18- IN RCP AS SHOWN ON CONSTRUCTION DOCUMENTS	<u>\$ 38.90</u>	<u>\$ 2,567.40</u>
9.	66	LF	REMOVAL AND DISPOSAL OF EXISTING 48- IN RCP AS SHOWN ON CONSTRUCTION DOCUMENTS	<u>\$ 41.90</u>	<u>\$ 2,765.40</u>
10.	1	EA	REMOVAL AND DISPOSAL OF EXISTING JUNCTION BOX AS SHOWN ON CONSTRUCTION DOCUMENTS	<u>\$ 1,875.00</u>	<u>\$ 1,875.00</u>
11.	7	EA	REMOVAL AND DISPOSAL OF EXISTING INLET AS SHOWN ON CONSTRUCTION DOCUMENTS	<u>\$ 1,181.00</u>	<u>\$ 8,267.00</u>

COMPANY NAME: ZTEX Construction, Inc.

OFFEROR'S SIGNATURE: _____

PRINT NAME: Joaquin Royo

Negotiated Pricing

Proposal – Padilla Street Reconstruction
Solicitation No. 2022-0403

I-C-a-2

CI – Form – Rev. 4/1/17
Previous Versions Obsolete

Item No.	Estimated Quantity	Unit	Brief Description of Item	Unit Bid Price (In figures) Use 2 decimals Do Not Round	Total Amount (Quantity x Unit Price) (In Figures) Use 2 decimals Do Not Round
12.	25	EA	REMOVAL, RELOCATE AND REINSTALL (UPGRADE IF NECESSARY) OF EXISTING SIGNAGE AS SHOWN ON CONSTRUCTION DOCUMENTS	\$ <u>1,181.00</u>	\$ <u>29,525.00</u>
13.	2	EA	REMOVAL AND DISPOSAL OF EXISTING BOLLARDS AS SHOWN ON CONSTRUCTION DOCUMENTS	\$ <u>139.00</u>	\$ <u>278.00</u>
14.	1	EA	REMOVAL AND SALVAGE OF EXISTING BUS SHELTER AS SHOWN ON CONSTRUCTION DOCUMENTS	\$ <u>1,389.00</u>	\$ <u>1,389.00</u>
15.	7,080	SY	FURNISH AND INSTALL 2.5-IN HMA AS SHOWN ON CONSTRUCTION DOCUMENTS	\$ <u>19.00</u>	\$ <u>134,520.00</u>
16.	8,270	SY	FURNISH AND INSTALL 8-IN BASE COURSE AS SHOWN ON CONSTRUCTION DOCUMENTS	\$ <u>13.00</u>	\$ <u>107,510.00</u>
17.	9,490	SY	FURNISH AND INSTALL PAVEMENT SUBGRADE PREPARATION AS SHOWN ON CONSTRUCTION DOCUMENTS	\$ <u>3.00</u>	\$ <u>28,470.00</u>
18.	335	SY	FURNISH AND INSTALL 8" THICK REINFORCED CONCRETE APRON (BUS PAD) AS SHOWN ON CONSTRUCTION DOCUMENTS	\$ <u>136.00</u>	\$ <u>45,560.00</u>
19.	185	SY	FURNISH AND INSTALL 6" THICK REINFORCED CONCRETE APRON (BUS APPROACH PAD) AS SHOWN ON CONSTRUCTION DOCUMENTS	\$ <u>119.00</u>	\$ <u>22,015.00</u>
20.	3,708	LF	FURNISH AND INSTALL 6" STANDARD CURB & GUTTER AS SHOWN ON CONSTRUCTION DOCUMENTS	\$ <u>15.00</u>	\$ <u>55,620.00</u>
21.	2,200	SY	FURNISH AND INSTALL 4" THICK CONCRETE SIDEWALK AS SHOWN ON CONSTRUCTION DOCUMENTS	\$ <u>40.00</u>	\$ <u>88,000.00</u>
22.	788	SY	FURNISH AND INSTALL 6" THICK CONCRETE DRIVEWAY TYPE I AS SHOWN ON CONSTRUCTION DOCUMENTS	\$ <u>85.00</u>	\$ <u>66,980.00</u>

COMPANY NAME: ZTEX Construction, Inc.

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Negotiated Pricing

Proposal – Padilla Street Reconstruction
Solicitation No. 2022-0403

I-C-a-3

CI – Form – Rev. 4/1/17
Previous Versions Obsolete

Item No.	Estimated Quantity	Unit	Brief Description of Item	Unit Bid Price (In figures) Use 2 decimals Do Not Round	Total Amount (Quantity x Unit Price) (In Figures) Use 2 decimals Do Not Round
23.	286	SY	FURNISH AND INSTALL 6" THICK CONCRETE DRIVEWAY TYPE II AS SHOWN ON CONSTRUCTION DOCUMENTS	\$ <u>85.00</u>	\$ <u>24,310.00</u>
24.	6	EA	FURNISH AND INSTALL ADA RAMP (TYPE A) AS SHOWN ON CONSTRUCTION DOCUMENTS	\$ <u>1,528.00</u>	\$ <u>9,168.00</u>
25.	5	EA	FURNISH AND INSTALL ADA RAMP (TYPE B) AS SHOWN ON CONSTRUCTION DOCUMENTS	\$ <u>2,223.00</u>	\$ <u>11,115.00</u>
26.	1	EA	FURNISH AND INSTALL ADA RAMP (TYPE C) AS SHOWN ON CONSTRUCTION DOCUMENTS	\$ <u>2,362.00</u>	\$ <u>2,362.00</u>
27.	2	EA	FURNISH AND INSTALL ADA RAMP (TYPE D) AS SHOWN ON CONSTRUCTION DOCUMENTS	\$ <u>1,945.00</u>	\$ <u>3,890.00</u>
28.	10	EA	FURNISH AND INSTALL CITY MONUMENT AS SHOWN ON CONSTRUCTION DOCUMENTS	\$ <u>1,459.00</u>	\$ <u>14,590.00</u>
29.	36	LF	FURNISH AND INSTALL METAL BEAM GUARD FENCE AS SHOWN ON CONSTRUCTION DOCUMENTS	\$ <u>278.00</u>	\$ <u>10,008.00</u>
30.	2,350	LF	FURNISH AND INSTALL REFLECTORIZED PAVEMENT MARKING (TYPE I, DOUBLE, YELLOW, 4-INCH, SOLID) AS SHOWN ON CONSTRUCTION DOCUMENTS	\$ <u>4.00</u>	\$ <u>9,400.00</u>
31.	2,010	LF	FURNISH AND INSTALL REFLECTORIZED PAVEMENT MARKING (TYPE I, WHITE, 4-INCH, PROFILE, SOLID) AS SHOWN ON CONSTRUCTION DOCUMENTS	\$ <u>6.00</u>	\$ <u>12,060.00</u>
32.	140	LF	FURNISH AND INSTALL REFLECTORIZED PAVEMENT MARKING (TYPE I, WHITE, 24-INCH, SOLID) AS SHOWN ON CONSTRUCTION DOCUMENTS	\$ <u>10.00</u>	\$ <u>1,400.00</u>
33.	26	EA	FURNISH AND INSTALL REFLECTORIZED PAVEMENT MARKING (TYPE I, WHITE, SHARROWS SYMBOL) AS SHOWN ON CONSTRUCTION DOCUMENTS	\$ <u>417.00</u>	\$ <u>10,842.00</u>

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Proposal – Padilla Street Reconstruction
Solicitation No. 2022-0403

I-C-a-4

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Item No.	Estimated Quantity	Unit	Brief Description of Item	Unit Bid Price (In figures) Use 2 decimals Do Not Round	Total Amount (Quantity x Unit Price) (In Figures) Use 2 decimals Do Not Round
34.	160	LF	FURNISH AND INSTALL REFLECTORIZED CURB PAINT (YELLOW, 6-INCH) AS SHOWN ON CONSTRUCTION DOCUMENTS	\$ <u>6.00</u>	\$ <u>960.00</u>
35.	96	LF	FURNISH AND INSTALL REFLECTORIZED PAVEMENT MARKING (TYPE I, 16-INCH CROSSWALK) AS SHOWN ON CONSTRUCTION DOCUMENTS	\$ <u>12.00</u>	\$ <u>1,152.00</u>
36.	12	EA	FURNISH AND INSTALL REFLECTORIZED PAVEMENT MARKING (TYPE I, WHITE, YIELD TRIANGLE) AS SHOWN ON CONSTRUCTION DOCUMENTS	\$ <u>92.00</u>	\$ <u>1,104.00</u>
37.	1	LS	FURNISH AND INSTALL REFLECTORIZED PAVEMENT MARKING (TYPE I, WHITE, 4-INCH, SOLID) (PLAYA DRAIN) AS SHOWN ON CONSTRUCTION DOCUMENTS	\$ <u>3,889.00</u>	\$ <u>3,889.00</u>
38.	36	EA	FURNISH AND INSTALL NEW REFLECTORIZED TYPE II BUTTONS AS SHOWN ON CONSTRUCTION DOCUMENTS	\$ <u>21.00</u>	\$ <u>756.00</u>
39.	17	EA	FURNISH AND INSTALL NEW STREET SIGN AND POST AS SHOWN ON CONSTRUCTION DOCUMENTS	\$ <u>1,119.00</u>	\$ <u>19,023.00</u>
40.	10,900	SF	FURNISH AND INSTALL MESA RED 1-1/2" ROCK MULCH (3-INCH DEPTH; WEED FABRIC) AS SHOWN ON CONSTRUCTION DOCUMENTS	\$ <u>2.20</u>	\$ <u>23,980.00</u>
41.	5,300	SF	FURNISH AND INSTALL 3-INCH TO 6-INCH COBBLESTONE ROCK MULCH (6-INCH DEPTH; WEED FABRIC) AS SHOWN ON CONSTRUCTION DOCUMENTS	\$ <u>7.00</u>	\$ <u>37,100.00</u>
42.	35	EA	FURNISH AND INSTALL TREES (2-INCH CALIPER) AS SHOWN ON CONSTRUCTION DOCUMENTS	\$ <u>700.00</u>	\$ <u>24,500.00</u>
43.	89	EA	FURNISH AND INSTALL SHRUBS (1-GALLON) AS SHOWN ON CONSTRUCTION DOCUMENTS	\$ <u>33.00</u>	\$ <u>2,937.00</u>

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Proposal – Padilla Street Reconstruction
Solicitation No. 2022-0403

I-C-a-5

CI – Form – Rev. 4/1/17
Previous Versions Obsolete

Item No.	Estimated Quantity	Unit	Brief Description of Item	Unit Bid Price (In figures) Use 2 decimals Do Not Round	Total Amount (Quantity x Unit Price) (In Figures) Use 2 decimals Do Not Round
44.	289	EA	FURNISH AND INSTALL SHRUBS (5-GALLON) AS SHOWN ON CONSTRUCTION DOCUMENTS	\$ <u>50.00</u>	\$ <u>14,450.00</u>
45.	1	LS	FURNISH AND INSTALL IRRIGATION SYSTEM AS SHOWN ON CONSTRUCTION DOCUMENTS	\$ <u>112,500.00</u>	\$ <u>112,500.00</u>
46.	378	SF	FURNISH AND INSTALL ROCK MULCH TO MATCH EXISTING (ZARAGOZA) (3-INCH DEPTH; WEED FABRIC) AS SHOWN ON CONSTRUCTION DOCUMENTS	\$ <u>6.30</u>	\$ <u>2,381.40</u>
47.	6	EA	ADJUSTMENT OF EXISTING STORM MANHOLE RING AND COVER AS SHOWN ON CONSTRUCTION DOCUMENTS	\$ <u>1,598.00</u>	\$ <u>9,588.00</u>
48.	68	SY	FURNISH AND INSTALL 6-INCH THICK REINFORCED CONCRETE FLUME AS SHOWN ON CONSTRUCTION DOCUMENTS	\$ <u>139.00</u>	\$ <u>9,452.00</u>
49.	1	EA	FURNISH AND INSTALL 2.5-FOOT DIAMOND PLATE COVERED FLUME STRUCTURE AS SHOWN ON CONSTRUCTION DOCUMENTS	\$ <u>5,556.00</u>	\$ <u>5,556.00</u>
50.	1	EA	FURNISH AND INSTALL 5-FOOT DIAMOND PLATE COVERED FLUME STRUCTURE AS SHOWN ON CONSTRUCTION DOCUMENTS	\$ <u>6,945.00</u>	\$ <u>6,945.00</u>
51.	75	LF	FURNISH AND INSTALL 18-INCH DIAMETER REINFORCED CONCRETE PIPE (CLASS III; DEPTH: 5' – 10') AS SHOWN ON CONSTRUCTION DOCUMENTS	\$ <u>130.00</u>	\$ <u>9,750.00</u>
52.	14	LF	FURNISH AND INSTALL 24-INCH DIAMETER REINFORCED CONCRETE PIPE (CLASS III; DEPTH: 5' – 10') AS SHOWN ON CONSTRUCTION DOCUMENTS	\$ <u>239.00</u>	\$ <u>3,346.00</u>
53.	16	LF	FURNISH AND INSTALL 72-INCH DIAMETER REINFORCED CONCRETE PIPE (CLASS III; DEPTH: 5' – 10') (INCLUDING CEMENT STABILIZATION) AS SHOWN ON CONSTRUCTION DOCUMENTS	\$ <u>703.00</u>	\$ <u>11,248.00</u>

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Proposal – Padilla Street Reconstruction
Solicitation No. 2022-0403

I-C-a-6

CI – Form – Rev. 4/1/17
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Item No.	Estimated Quantity	Unit	Brief Description of Item	Unit Bid Price (In figures) Use 2 decimals Do Not Round	Total Amount (Quantity x Unit Price) (In Figures) Use 2 decimals Do Not Round
54.	1	EA	FURNISH AND INSTALL CONCRETE JUNCTION BOX (A2) AS SHOWN ON CONSTRUCTION DOCUMENTS	\$ <u>18,056.00</u>	\$ <u>18,056.00</u>
55.	2	EA	FURNISH AND INSTALL CONCRETE JUNCTION BOX/INLET COMBINATION (A3 & A4) AS SHOWN ON CONSTRUCTION DOCUMENTS	\$ <u>34,514.00</u>	\$ <u>69,028.00</u>
56.	3	EA	FURNISH AND INSTALL CONCRETE JUNCTION BOX (A5, A6, AND A7) AS SHOWN ON CONSTRUCTION DOCUMENTS	\$ <u>17,292.00</u>	\$ <u>51,876.00</u>
57.	1	EA	FURNISH AND INSTALL CAST IN PLACE CONCRETE JUNCTION BOX – SANITARY SEWER SERVICE AS SHOWN ON CONSTRUCTION DOCUMENTS	\$ <u>19,445.00</u>	\$ <u>19,445.00</u>
58.	1	EA	FURNISH AND INSTALL 10-FOOT DIAMETER CONCRETE MANHOLE ASSEMBLY AS SHOWN ON CONSTRUCTION DOCUMENTS	\$ <u>37,210.00</u>	\$ <u>37,210.00</u>
59.	7	EA	FURNISH AND INSTALL MODIFIED DROP INLET (TYPE III; 2-GRATE) AS SHOWN ON CONSTRUCTION DOCUMENTS	\$ <u>14,028.00</u>	\$ <u>98,196.00</u>
60.	1	EA	FURNISH AND INSTALL MODIFIED DROP INLET (TYPE III; 3-GRATE) AS SHOWN ON CONSTRUCTION DOCUMENTS	\$ <u>14,028.00</u>	\$ <u>14,028.00</u>
61.	1	EA	FURNISH AND INSTALL MODIFIED DROP INLET (TYPE III; 6-GRATE) AS SHOWN ON CONSTRUCTION DOCUMENTS	\$ <u>21,320.00</u>	\$ <u>21,320.00</u>
62.	1	EA	FURNISH AND INSTALL MANHOLE COVER ASSEMBLY AS SHOWN ON CONSTRUCTION DOCUMENTS	\$ <u>1,459.00</u>	\$ <u>1,459.00</u>
63.	1	EA	FURNISH AND INSTALL HEADWALL AND WINGWALL STRUCTURE WITH TRASH GRATE (PLAYA DRAIN) FOR 72" PIPE AS SHOWN ON CONSTRUCTION DOCUMENTS	\$ <u>17,362.00</u>	\$ <u>17,362.00</u>

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Negotiated Pricing

Proposal – Padilla Street Reconstruction
Solicitation No. 2022-0403

I-C-a-7

CI – Form – Rev. 4/1/17
Previous Versions Obsolete

Item No.	Estimated Quantity	Unit	Brief Description of Item	Unit Bid Price (In figures) Use 2 decimals Do Not Round	Total Amount (Quantity x Unit Price) (In Figures) Use 2 decimals Do Not Round
64.	1	LS	PLAYA DRAIN RESHAPING/REGRADING AS SHOWN ON CONSTRUCTION DOCUMENTS	\$ <u>9,028.00</u>	\$ <u>9,028.00</u>
65.	1	LS	PRESSURE WASHING OF EXISTING STORM SYSTEM AS SHOWN ON CONSTRUCTION DOCUMENTS	\$ <u>48,445.00</u>	\$ <u>48,445.00</u>
66.	1	EA	REMOVAL AND DISPOSAL OF EXISTING IRRIGATION HEADWALL STRUCTURE AT JORNADO LATERAL (SOUTH) AS SHOWN ON CONSTRUCTION DOCUMENTS	\$ <u>4,862.00</u>	\$ <u>4,862.00</u>
67.	145	LF	REMOVAL AND DISPOSAL OF EXISTING CHAINLINK FENCE (NORTH AND SOUTH) AS SHOWN ON CONSTRUCTION DOCUMENTS	\$ <u>14.00</u>	\$ <u>2,030.00</u>
68.	35	LF	FURNISH AND INSTALL 7-FT X 5.5-FT REINFORCED CONCRETE BOX CULVERT AS SHOWN ON CONSTRUCTION DOCUMENTS	\$ <u>1,608.00</u>	\$ <u>56,280.00</u>
69.	1	EA	FURNISH AND INSTALL REINFORCED CONCRETE HEADWALL AND WINGWALL STRUCTURE AS SHOWN ON CONSTRUCTION DOCUMENTS	\$ <u>17,362.00</u>	\$ <u>17,362.00</u>
70.	1	EA	FURNISH AND INSTALL REINFORCED CONCRETE COLLAR AS SHOWN ON CONSTRUCTION DOCUMENTS	\$ <u>4,167.00</u>	\$ <u>4,167.00</u>
71.	160	LF	FURNISH AND INSTALL 6-FOOT CHAINLINK FENCE FOR HEADWALL (NORTH AND SOUTH) AS SHOWN ON CONSTRUCTION DOCUMENTS	\$ <u>63.00</u>	\$ <u>10,080.00</u>
72.	2	EA	FURNISH AND INSTALL 6-FOOT CHAINLINK GATE (8' WIDE) FOR HEADWALL AS SHOWN ON CONSTRUCTION DOCUMENTS	\$ <u>3,473.00</u>	\$ <u>6,946.00</u>
73.	1	LS	JORNADO LATERAL CHANNEL RESHAPING/REGRADING AS SHOWN ON CONSTRUCTION DOCUMENTS	\$ <u>5,556.00</u>	\$ <u>5,556.00</u>

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Proposal – Padilla Street Reconstruction
Solicitation No. 2022-0403

I-C-a-8

CI – Form – Rev. 4/1/17
Previous Versions Obsolete

Item No.	Estimated Quantity	Unit	Brief Description of Item	Unit Bid Price (In figures) Use 2 decimals Do Not Round	Total Amount (Quantity x Unit Price) (In Figures) Use 2 decimals Do Not Round
74.	17	EA	REPLACE AND RE-CONNECT 4-INCH SANITARY SEWER LATERALS AS SHOWN ON CONSTRUCTION DOCUMENTS	\$ <u>209.00</u>	\$ <u>3,553.00</u>
75.	7	MO	PROVIDE TRAFFIC AND PEDESTRIAN CONTROL BARRICADES (FOR THE DURATION OF CONSTRUCTION) AS SHOWN ON CONSTRUCTION DOCUMENTS	\$ <u>10,417.00</u>	\$ <u>72,919.00</u>
76.	7	MO	IMPLEMENT STORM WATER POLLUTION PREVENTION BEST MANAGEMENT PRACTICES INCLUDING: FURNISH AND INSTALL SILT FENCE, CONSTRUCTION ENTRANCE/EXITS AND REMOVAL AND PROPER DISPOSAL OF SILT FENCE AND CONSTRUCTION ENTRANCES/EXITS AFTER COMPLETION OF WORK.	\$ <u>6,802.00</u>	\$ <u>47,614.00</u>
77.	Left Blank Intentionally				
Sum Total Base Bid I (Items 1-76)					\$ <u>1,904,859.40</u>
Mobilization (Not to exceed 5% of Base Bid)					\$ <u>75,635.00</u>
Sum Total Base Bid I plus Mobilization					\$ <u>1,980,494.40</u>

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Negotiated Pricing

Proposal – Padilla Street Reconstruction
Solicitation No. 2022-0403

I-C-a-9

CI – Form – Rev. 4/1/17
Previous Versions Obsolete

BASE BID II - UNIT PRICE SCHEDULE: ON-SITE WATER MAIN ADJUSTMENT

Item No.	Estimated Quantity	Unit	Brief Description of Item	Unit Bid Price (In figures) Use 2 decimals Do Not Round	Total Amount (Quantity x Unit Price) (In Figures) Use 2 decimals Do Not Round
1.	1,896	LF	FURNISH AND INSTALL 8-INCH C-900/CL 305 POLYVINYL CHLORIDE (PVC) WATER PIPE INSTALLED WITH FITTINGS, VALVES, AND ACCESSORIES; COMPLETE IN PLACE; DEWATERING AND TEMPORARY BY-PASS	\$ <u>153.25</u>	\$ <u>290,562.00</u>
2.	140	LF	FURNISH AND INSTALL 8-INCH DUCTILE IRON WATER PIPE INSTALLED WITH FITTINGS, VALVES, AND ACCESSORIES; COMPLETE IN PLACE; DEWATERING AND TEMPORARY BY-PASS	\$ <u>167.00</u>	\$ <u>23,380.00</u>
3.	17	EA	REPLACE AND RE-CONNECT 3/4-INCH WATER SERVICE LINE WITH FITTINGS, VALVES, METER BOX AND ACCESSORIES; COMPLETE IN PLACE	\$ <u>1,546.00</u>	\$ <u>26,282.00</u>
4.	1	EA	REPLACE AND RE-CONNECT 1-INCH WATER SERVICE LINE WITH FITTINGS, VALVES, METER BOX AND ACCESSORIES; COMPLETE IN PLACE	\$ <u>2,209.60</u>	\$ <u>2,209.60</u>
5.	1	EA	REPLACE AND RE-CONNECT 1-1/2-INCH WATER SERVICE LINE WITH FITTINGS, VALVES, METER BOX AND ACCESSORIES; COMPLETE IN PLACE	\$ <u>6,694.00</u>	\$ <u>6,694.00</u>

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Negotiated Pricing

Proposal – Padilla Street Reconstruction
Solicitation No. 2022-0403

I-C-a-10

CI – Form – Rev. 4/1/17
Previous Versions Obsolete

Item No.	Estimated Quantity	Unit	Brief Description of Item	Unit Bid Price (In figures) Use 2 decimals Do Not Round	Total Amount (Quantity x Unit Price) (In Figures) Use 2 decimals Do Not Round
6.	1	EA	REPLACE AND RE-CONNECT 2-INCH WATER SERVICE LINE WITH FITTINGS, VALVES, METER BOX AND ACCESSORIES; COMPLETE IN PLACE	\$ <u>7,589.00</u>	\$ <u>7,589.00</u>
7.	2	EA	REPLACE EXISTING FIRE HYDRANT ASSEMBLY WITH NEW FIRE HYDRANT ASSEMBLY; COMPLETE WITH FITTINGS, VALVES AND ACCESSORIES	\$ <u>11,269.00</u>	\$ <u>22,538.00</u>
8.	2	LB	REMOVE AND SALVAGE EXISTING FIRE HYDRANT ASSEMBLY	\$ <u>1,389.00</u>	\$ <u>2,778.00</u>
9.	3,000	LB	ADDITIONAL FITTINGS	\$ <u>5.00</u>	\$ <u>15,000.00</u>
10.	2,036	LF	TRENCH SAFETY SYSTEM (TRENCH BOX, SHORING OR BRACING METHODS), COMPLETE IN PLACE	\$ <u>2.00</u>	\$ <u>4,072.00</u>
11.	2,036	LF	TRENCH SAFETY SYSTEM (TRENCH BOX, SHORING OR BRACING METHODS), COMPLETE IN PLACE	\$ <u>N/A</u> <i>Removed</i>	\$ <u>N/A</u> <i>J</i>
12.	2,755	SF	PATCH PAVEMENT CUT AND RESTORATION WITH 2-INCH HMAC, AS PER CITY OF EL PASO SPECIFICATIONS; COMPLETE IN PLACE	\$ <u>6.00</u>	\$ <u>16,530.00</u>

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Negotiated Pricing

Proposal – Padilla Street Reconstruction
Solicitation No. 2022-0403

I-C-a-11

CI – Form – Rev. 4/1/17
Previous Versions Obsolete

Item No.	Estimated Quantity	Unit	Brief Description of Item	Unit Bid Price (In figures) Use 2 decimals Do Not Round	Total Amount (Quantity x Unit Price) (In Figures) Use 2 decimals Do Not Round
13.	145	CY	CEMENT STABILIZED BACKFILL (2-SACK); UNDER PATCH PAVEMENT; AS PER CITY OF EL PASO SPECIFICATIONS; COMPLETE IN PLACE	\$ <u>193.00</u>	\$ <u>27,985.00</u>
14.	LEFT BLANK INTENTIONALLY				
Sum Total Base Bid II (Items 1-13)					\$ <u>445,619.60</u>
Mobilization (Not to exceed 5% of Base Bid)					\$ <u>21,000.00</u>
Base Bid II plus Mobilization					\$ <u>466,619.60</u>

BASE BID III - UNIT PRICE SCHEDULE: ON-SITE SANITARY SEWER MAIN ADJUSTMENTS)

Item No.	Estimated Quantity	Unit	Brief Description of Item	Unit Bid Price (In figures) Use 2 decimals Do Not Round	Total Amount (Quantity x Unit Price) (In Figures) Use 2 decimals Do Not Round
1.	1,034	LF	FURNISH AND INSTALL 12-INCH C900 (GREEN) POLYVINYL CHLORIDE (PVC) SEWER PIPE COMPLETE, INSTALLED; INCLUDING, BUT NOT LIMITED TO, DEWATERING AND TEMPORARY BY-PASS	\$ <u>190.00</u>	\$ <u>196,460.00</u>
2.	559	LF	FURNISH AND INSTALL 8-INCH C900 (GREEN) POLYVINYL CHLORIDE (PVC) SEWER PIPE COMPLETE, INSTALLED; INCLUDING, BUT NOT LIMITED TO, DEWATERING AND TEMPORARY BY-PASS	\$ <u>71.00</u>	\$ <u>39,689.00</u>
3.	10	LF	FURNISH AND INSTALL 16-INCH STEEL CASING BY OPEN CUT METHOD AND ACCESSORIES; COMPLETE IN PLACE AND TEMPORARY BY-PASS	\$ <u>498.00</u>	\$ <u>4,980.00</u>
4.	6	EA	STANDARD MANHOLES; 48-INCH PRECAST BASE, COMPLETE IN PLACE	\$ <u>5,663.00</u>	\$ <u>33,978.00</u>

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Proposal – Padilla Street Reconstruction
Solicitation No. 2022-0403

I-C-a-12

CI – Form – Rev. 4/1/17
Previous Versions Obsolete

Item No.	Estimated Quantity	Unit	Brief Description of Item	Unit Bid Price (In figures) Use 2 decimals Do Not Round	Total Amount (Quantity x Unit Price) (In Figures) Use 2 decimals Do Not Round
5.	2	EA	STANDARD MANHOLES; 48-INCH CAST-IN-PLACE, COMPLETE IN PLACE	\$ <u>5,459.00</u>	\$ <u>10,918.00</u>
6.	4	EA	REMOVAL OF EXISTING MANHOLE AND REPLACE WITH NEW MANHOLE IN PLACE; INCLUDING TEMPORARY BY-PASS; COMPLETE IN PLACE	\$ <u>12,244.00</u>	\$ <u>48,976.00</u>
7.	1	EA	ABANDON IN PLACE EXISTING MANHOLES	\$ <u>5,500.00</u>	\$ <u>5,500.00</u>
8.	2	EA	REMOVAL OF EXISTING MANHOLE; INCLUDING TEMPORARY BY-PASS; COMPLETE IN PLACE	\$ <u>18,514.00</u>	\$ <u>37,028.00</u>
9.	33	VF	STANDARD MANHOLES, EXTRA DEPTH FOR MANHOLES EXCEEDING 6- FEET OF DEPTH; AS PER SPECIFICATIONS	\$ <u>556.00</u>	\$ <u>18,348.00</u>
10.	17	EA	REPLACE AND RE-CONNECT 4- INCH SANITARY SEWER LATERALS WITH FITTINGS, INCLUDING SERVICE TEES, PIPING AND ACCESSORIES, TEMPORARY BY-PASS; BY- COMPLETE IN PLACE	\$ <u>1,594.00</u>	\$ <u>27,098.00</u>

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Proposal – Padilla Street Reconstruction
Solicitation No. 2022-0403

I-C-a-13

CI – Form – Rev. 4/1/17
Previous Versions Obsolete

Item No.	Estimated Quantity	Unit	Brief Description of Item	Unit Bid Price (In figures) Use 2 decimals Do Not Round	Total Amount (Quantity x Unit Price) (In Figures) Use 2 decimals Do Not Round
11.	1,593	LF	TRENCH SAFETY SYSTEM (TRENCH BOX, SHORING OR BRACING METHODS), COMPLETE IN PLACE	\$ <u>4.00</u>	\$ <u>6,372.00</u>
12.	109	CY	CEMENT STABILIZED BACKFILL (2-SACK); UNDER PATCH PAVEMENT; AS PER CITY OF EL PASO SPECIFICATIONS; COMPLETE IN PLACE	\$ <u>200.00</u>	\$ <u>21,800.00</u>
13.	Left Blank Intentionally				
Sum Total Base Bid III (Items 1-12)					\$ <u>451,147.00</u>
Mobilization (Not to exceed 5% of Base Bid)					\$ <u>20,500.00</u>
Base Bid III plus Mobilization					\$ <u>471,647.00</u>
Sum Total (Base Bid I, Base Bid II, and Base Bid III)					\$ <u>2,918,761.00</u>

Deductive Alternate 1:

PAVING ALTERNATES AT INTERSECTIONS					
QUANTITIES FROM LINE ITEM 17 WILL BE DEDUCTED FROM BASE BID I IF ENOUGH FUNDING IS AVAILABLE TO AWARD THE CHANGE ON MATERIAL FOR THE INTERSECTIONS BELOW IN THE FOLLOWING ORDER.					
IF FUNDING IS AVAILABLE, DEDUCTIVE ALTERNATES WILL BE AWARDED IN THE ORDER; ALTERNATE 1, ALTERNATE 2, ALTERNATE 3, AND ALTERNATE 4.					
DEDUCTIVE ALTERNATE 1					
Item No.	Approx. Quantity	Unit	Brief Description of Item	Unit Bid Price (In figures) Use 2 decimals Do Not Round	Total Amount (Quantity x Unit Price) (In Figures) Use 2 decimals Do Not Round
17.	9,490	SY	12" REMOVAL AND DISPOSAL OF EXISTING SOILS AS SHOWN ON CONSTRUCTION DOCUMENTS	\$ <u>5.00</u>	\$ <u>47,450.00</u>
17.	9,490	SY	12" IMPORTED SELECT FILL AS SHOWN ON CONSTRUCTION DOCUMENTS	\$ <u>7.00</u>	\$ <u>66,430.00</u>
Sum Total – Deductive Alternate 1				\$ <u>113,880.00</u>	
Mobilization (Not to exceed 5% of Sum Total of Deductive Alternate 1)				\$ <u>3,417.00</u>	
Sum Total Mobilization and Deductive Alternate 1				\$ <u>117,297.00</u>	

COMPANY NAME: ZTEX Construction, Inc.

OFFEROR'S SIGNATURE: _____

PRINT NAME: Joaquin Royo

Negotiated Pricing

Proposal – Padilla Street Reconstruction
Solicitation No. 2022-0403

I-C-a-14

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Deductive Alternate 2:

PAVING ALTERNATES AT INTERSECTIONS					
QUANTITIES FROM LINE ITEM 17 WILL BE DEDUCTED FROM BASE BID I IF ENOUGH FUNDING IS AVAILABLE TO AWARD THE CHANGE ON MATERIAL FOR THE INTERSECTIONS BELOW IN THE FOLLOWING ORDER.					
IF FUNDING IS AVAILABLE, DEDUCTIVE ALTERNATES WILL BE AWARDED IN THE ORDER; ALTERNATE 1, ALTERNATE 2, ALTERNATE 3, AND ALTERNATE 4.					
DEDUCTIVE ALTERNATE 2					
Item No.	Approx. Quantity	Unit	Brief Description of Item	Unit Bid Price (In figures) Use 2 decimals Do Not Round	Total Amount (Quantity x Unit Price) (In Figures) Use 2 decimals Do Not Round
17.	9,490	SY	8" THICK CRUSHED LIMESTONE (3"-6") AS SHOWN ON CONSTRUCTION DOCUMENTS	\$ <u>17.00</u>	\$ <u>161,330.00</u>
Sum Total – Deductive Alternate 2				\$ <u>161,330.00</u>	
Mobilization (Not to exceed 5% of Sum Total of Deductive Alternate 2)				\$ <u>4,840.00</u>	
Sum Total Mobilization and Deductive Alternate 2				\$ <u>166,170.00</u>	

Deductive Alternate 3:

PAVING ALTERNATES AT INTERSECTIONS					
QUANTITIES FROM LINE ITEM 17 WILL BE DEDUCTED FROM BASE BID I IF ENOUGH FUNDING IS AVAILABLE TO AWARD THE CHANGE ON MATERIAL FOR THE INTERSECTIONS BELOW IN THE FOLLOWING ORDER.					
IF FUNDING IS AVAILABLE, DEDUCTIVE ALTERNATES WILL BE AWARDED IN THE ORDER; ALTERNATE 1, ALTERNATE 2, ALTERNATE 3, AND ALTERNATE 4.					
DEDUCTIVE ALTERNATE 3					
Item No.	Approx. Quantity	Unit	Brief Description of Item	Unit Bid Price (In figures) Use 2 decimals Do Not Round	Total Amount (Quantity x Unit Price) (In Figures) Use 2 decimals Do Not Round
17.	9,490	SY	8" THICK CEMENT STABILIZED SUBGRADE SOILS (6% BY WEIGHT) AS SHOWN ON CONSTRUCTION DOCUMENTS	\$ <u>10.00</u>	\$ <u>94,900.00</u>
Sum Total – Deductive Alternate 3				\$ <u>94,900.00</u>	
Mobilization (Not to exceed 5% of Sum Total of Deductive Alternate 3)				\$ <u>2,847.00</u>	
Sum Total Mobilization and Deductive Alternate 3				\$ <u>97,747.00</u>	

COMPANY NAME: ZTEX Construction, Inc.

OFFEROR'S SIGNATURE: _____

PRINT NAME: Joaquin Royo

Negotiated Pricing

Proposal – Padilla Street Reconstruction
Solicitation No. 2022-0403

I-C-a-15

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Deductive Alternate 4:

PAVING ALTERNATES AT INTERSECTIONS					
QUANTITIES FROM LINE ITEM 17 WILL BE DEDUCTED FROM BASE BID I IF ENOUGH FUNDING IS AVAILABLE TO AWARD THE CHANGE ON MATERIAL FOR THE INTERSECTIONS BELOW IN THE FOLLOWING ORDER.					
IF FUNDING IS AVAILABLE, DEDUCTIVE ALTERNATES WILL BE AWARDED IN THE ORDER; ALTERNATE 1, ALTERNATE 2, ALTERNATE 3, ALTERNATE 4.					
DEDUCTIVE ALTERNATE 4					
Item No.	Approx. Quantity	Unit	Brief Description of Item	Unit Bid Price (In figures) Use 2 decimals Do Not Round	Total Amount (Quantity x Unit Price) (In Figures) Use 2 decimals Do Not Round
17.	9,490	SY	TENSAR TRI-AX GEOGRID (TX-5) AS SHOWN ON CONSTRUCTION DOCUMENTS	\$ <u>6.00</u>	\$ <u>56,940.00</u>
Sum Total – Deductive Alternate 4				\$ <u>56,940.00</u>	
Mobilization (Not to exceed 5% of Sum Total of Deductive Alternate 4)				\$ <u>1,709.00</u>	
Sum Total Mobilization and Deductive Alternate 4				\$ <u>58,649.00</u>	

COMPANY NAME: ZTEX Construction, Inc.

OFFEROR'S SIGNATURE: _____

PRINT NAME: Joaquin Royo**Negotiated Pricing**Proposal – Padilla Street Reconstruction
Solicitation No. 2022-0403

I-C-a-16

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CONTRACT TIME AND LIQUIDATED DAMAGES

Offeror agrees to commence work on a date to be specified in a written "Notice to Proceed" issued by the Owner. The Contract Time shall begin on the date to commence work specified in the Notice to Proceed and shall run for **Three Hundred (300) additional CONSECUTIVE CALENDAR DAYS** thereafter. Offeror shall substantially complete the project within **Two Hundred Seventy (270) CONSECUTIVE CALENDAR DAYS** after the date to commence work in the Notice to Proceed. Offeror agrees to pay, as liquidated damages, the sum of **Eight Hundred Forty Dollars and Zero Cents (\$840.00)** for each consecutive calendar day after the date of Substantial Completion, as hereinafter provided in the General Conditions. Offeror further agrees to pay as liquidated damages the sum of **Four Hundred Sixty-Five Dollars and Zero Cents (\$465.00)** for each consecutive calendar day after the expiration of the Contract Time for Remaining Work, as provided in Paragraph 6.8.3.1 of the General Conditions. The unit price quantities of this contract are estimated.

PROPOSAL

Enclosed with this proposal is a bid bond for five percent (5%) of the TOTAL bid price including base bid(s), alternate(s) and option(s) which is agreed shall be collected and retained by the owner(s) as liquidated damages in the event this proposal is accepted by the Owner within ninety (90) consecutive calendar days after the date advised for the reception of proposals and the undersigned fails to execute the contract and the required performance and payment bonds with the Owner within fourteen (14) consecutive calendar days after the date said proposal is accepted; otherwise, the said bid security shall be returned to the undersigned upon demand.

THE UNDERSIGNED OFFEROR REPRESENTS TO THE CITY AND TO THE OTHER OFFERORS THAT HIS/HER PROPOSAL, AND THE ESTIMATES ON WHICH IT IS BASED, HAS BEEN CAREFULLY CHECKED AND CONTAINS NO ERRORS, AND NOTHING HAS BEEN OMITTED OR OVERLOOKED IN DETERMINING THE AMOUNTS OFFERED.

OFFEROR'S NAME: ZTEX Construction, Inc.

(AS IT APPEARS ON ORGANIZATION CERTIFICATE ISSUED BY STATE IN WHICH COMPANY WAS ORGANIZED)

BY: _____ 10/14/2022
Signature Date

Joaquin Royo - President
Print Signer's name & title

915-591-6900
Telephone

915-591-6911
Fax

1326 Henry Brennan Dr
Address

El Paso, Texas 79936
City, State, Zip Code

JRoyo@ztexconstruction.com
eMail address

(same as above)
Physical Address of Business
(if different from above)

N/A
City, State, Zip Code

IF THE OFFEROR BE A CORPORATION, THE FOLLOWING CERTIFICATE SHOULD BE EXECUTED:

I, Joaquin Royo, certify that I am the acting Secretary of the corporation named as Offeror hereinabove; that Joaquin Royo, who signed the foregoing contract on behalf of the Offeror, was then President of said corporation; that said proposal was duly signed for and in behalf of said corporation by authority of its governing body, and is within the scope of its corporate powers.

CORPORATE SECRETARY SIGNATURE AND CORPORATE SEAL

COMPETITIVE SEALED PROPOSAL (CSP) EVALUATION SHEET
Padilla Street Reconstruction
Solicitation No. 2022-0403

Evaluation Factors	Maximum Points	ZTEX Construction	Allen Concrete, LLC	Black Stallion Contractors, Inc.	Horizone Construction I, Ltd	Spartan Construction
Factor A - Offeror's Fee Proposal	30	\$ 3,058,827.00	\$ 2,605,214.71	\$ 3,170,079.20	\$ 3,035,596.66	\$ 2,674,108.14
		25.55	30.00	24.65	25.75	29.23
Factor B - Offeror's Experience and Reputation	20	20.00	8.89	2.89	3.28	0.00
Factor C - Proposed Key Personnel	20	16.33	15.33	14.33	13.67	13.00
Factor D - Quality of the Offeror's Goods or Services	20	17.33	16.67	15.33	14.67	10.67
Factor E - Health Insurance	5	2.00	2.00	1.00	0.00	2.00
Factor F - Offeror's Experience and Knowledge of Local Conditions	5	4.63	4.33	4.33	3.97	3.67
Total Points	100	85.84	77.22	62.53	61.34	58.57
	Ranking	1	2	3	4	5

APPROVED:  7/8/2022
Purchasing & Strategic Sourcing Director Date

APPROVED:  7/8/22
City Engineer Date



**CITY OF EL PASO
COST OF SUMMARY PROPOSALS**



BID TITLE: Padilla Street Reconstruction

BID NO: 2022-0403

BID DATE: May 25, 2022

DEPARTMENT: Capital Improvement

				Black Stallion Contractors, Inc. El Paso, TX Bidder 1 of 5		Spartan Construction of Texas, Inc. El Paso, TX Bidder 2 of 5		ZTEX Construction, Inc. El Paso, TX Bidder 3 of 5	
Item No.	Estimated Quantity	Unit	Brief Description of Item	Unit Bid Price (In figures) Use Two Decimals Do Not Round	Total Amount (Quantity X Unit Price) (In Figures) Use two decimals Do not round	Unit Bid Price (In figures) Use Two Decimals Do Not Round	Total Amount (Quantity X Unit Price) (In Figures) Use two decimals Do not round	Unit Bid Price (In figures) Use Two Decimals Do Not Round	Total Amount (Quantity X Unit Price) (In Figures) Use two decimals Do not round
BASE BID I - UNIT PRICE SCHEDULE: CIVIL AND DRAINAGE IMPROVEMENTS									
1	1	LS	EARTHWORK OPERATIONS AS SHOWN ON CONSTRUCTION DOCUMENTS	\$172,500.00	\$172,500.00	\$209,562.00	\$209,562.00	\$130,967.00	\$130,967.00
2	3,805	SY	REMOVAL AND DISPOSAL OF EXISTING CONCRETE AS SHOWN ON CONSTRUCTION DOCUMENTS	\$17.25	\$65,636.25	\$15.43	\$58,711.15 Contractor's price: \$58,725.00	\$16.00	\$60,880.00
3	8,900	SY	REMOVAL AND DISPOSAL OF EXISTING ASPHALT PAVEMENT AS SHOWN ON CONSTRUCTION DOCUMENTS	\$9.20	\$81,880.00	\$5.93	\$52,777.00 Contractor's price: \$52,830.00	\$4.20	\$37,380.00
4	600	SY	REMOVAL AND DISPOSAL OF EXISTING LANDSCAPE AREAS AS SHOWN ON CONSTRUCTION DOCUMENTS	\$11.50	\$6,900.00	\$17.80	\$10,680.00 Contractor's price: \$10,685.00	\$12.00	\$7,200.00
5	33	SY	REMOVAL AND SALVAGE OF EXISTING ROCK MULCH AS SHOWN ON CONSTRUCTION DOCUMENTS	\$17.25	\$569.25	\$41.55	\$1,371.15 Contractor's price: \$1,371.00	\$27.40	\$904.20
6	4,285	LF	REMOVAL AND DISPOSAL OF EXISTING CURB AS SHOWN ON CONSTRUCTION DOCUMENTS	\$4.60	\$19,711.00	\$5.93	\$25,410.05 Contractor's price: \$25,436.00	\$5.60	\$23,996.00
7	55	LF	REMOVAL AND DISPOSAL OF EXISTING GUARDRAIL AS SHOWN ON CONSTRUCTION DOCUMENTS	\$28.75	\$1,581.25	\$29.68	\$1,632.40 Contractor's price: \$1,632.00	\$29.20	\$1,606.00
8	66	LF	REMOVAL AND DISPOSAL OF EXISTING 18- IN RCP AS SHOWN ON CONSTRUCTION DOCUMENTS	\$80.50	\$5,313.00	\$53.42	\$3,525.72 Contractor's price: \$3,526.00	\$38.90	\$2,567.40
9	66	LF	REMOVAL AND DISPOSAL OF EXISTING 48- IN RCP AS SHOWN ON CONSTRUCTION DOCUMENTS	\$115.00	\$7,590.00	\$106.84	\$7,051.44 Contractor's price: \$7,052.00	\$41.90	\$2,765.40



**CITY OF EL PASO
COST OF SUMMARY PROPOSALS**



BID TITLE: Padilla Street Reconstruction

BID NO: 2022-0403

BID DATE: May 25, 2022

DEPARTMENT: Capital Improvement

				Black Stallion Contractors, Inc.		Spartan Construction of Texas, Inc.		ZTEX Construction, Inc.	
				El Paso, TX Bidder 1 of 5		El Paso, TX Bidder 2 of 5		El Paso, TX Bidder 3 of 5	
Item No.	Estimated Quantity	Unit	Brief Description of Item	Unit Bid Price (In figures) Use Two Decimals Do Not Round	Total Amount (Quantity X Unit Price) (In Figures) Use two decimals Do not round	Unit Bid Price (In figures) Use Two Decimals Do Not Round	Total Amount (Quantity X Unit Price) (In Figures) Use two decimals Do not round	Unit Bid Price (In figures) Use Two Decimals Do Not Round	Total Amount (Quantity X Unit Price) (In Figures) Use two decimals Do not round
BASE BID I - UNIT PRICE SCHEDULE: CIVIL AND DRAINAGE IMPROVEMENTS									
10	1	EA	REMOVAL AND DISPOSAL OF EXISTING JUNCTION BOX AS SHOWN ON CONSTRUCTION DOCUMENTS	\$4,025.00	\$4,025.00	\$1,780.80	\$1,780.80	\$1,875.00	\$1,875.00
							Contractor's price: \$1,781.00		
11	7	EA	REMOVAL AND DISPOSAL OF EXISTING INLET AS SHOWN ON CONSTRUCTION DOCUMENTS	\$3,450.00	\$24,150.00	\$1,187.20	\$8,310.40	\$1,181.00	\$8,267.00
							Contractor's price: \$8,310.00		
12	25	EA	REMOVAL, RELOCATE AND REINSTALL (UPGRADE IF NECESSARY) OF EXISTING SIGNAGE AS SHOWN ON CONSTRUCTION DOCUMENTS	\$1,150.00	\$28,750.00	\$771.68	\$19,292.00	\$1,181.00	\$29,525.00
13	2	EA	REMOVAL AND DISPOSAL OF EXISTING BOLLARDS AS SHOWN ON CONSTRUCTION DOCUMENTS	\$172.50	\$345.00	\$89.04	\$178.08	\$139.00	\$278.00
							Contractor's price: \$178.00		
14	1	EA	REMOVAL AND SALVAGE OF EXISTING BUS SHELTER AS SHOWN ON CONSTRUCTION DOCUMENTS	\$1,380.00	\$1,380.00	\$2,968.00	\$2,968.00	\$1,389.00	\$1,389.00
15	7,080	SY	FURNISH AND INSTALL 2.5-IN HMAC AS SHOWN ON CONSTRUCTION DOCUMENTS	\$20.70	\$146,556.00	\$18.61	\$131,758.80	\$19.00	\$134,520.00
							Contractor's price: \$131,766.00		
16	8,270	SY	FURNISH AND INSTALL 8-IN BASE COURSE AS SHOWN ON CONSTRUCTION DOCUMENTS	\$11.50	\$95,105.00	\$12.09	\$99,984.30	\$13.00	\$107,510.00
							Contractor's price: \$100,044.00		
17	9,490	SY	FURNISH AND INSTALL PAVEMENT SUBGRADE PREPARATION AS SHOWN ON CONSTRUCTION DOCUMENTS	\$8.05	\$76,394.50	\$2.13	\$20,213.70	\$3.00	\$28,470.00
							Contractor's price: \$20,214.00		



**CITY OF EL PASO
COST OF SUMMARY PROPOSALS**



BID TITLE: Padilla Street Reconstruction

BID NO: 2022-0403

BID DATE: May 25, 2022

DEPARTMENT: Capital Improvement

				Black Stallion Contractors, Inc. El Paso, TX Bidder 1 of 5		Spartan Construction of Texas, Inc. El Paso, TX Bidder 2 of 5		ZTEX Construction, Inc. El Paso, TX Bidder 3 of 5	
Item No.	Estimated Quantity	Unit	Brief Description of Item	Unit Bid Price (In figures) Use Two Decimals Do Not Round	Total Amount (Quantity X Unit Price) (In Figures) Use two decimals Do not round	Unit Bid Price (In figures) Use Two Decimals Do Not Round	Total Amount (Quantity X Unit Price) (In Figures) Use two decimals Do not round	Unit Bid Price (In figures) Use Two Decimals Do Not Round	Total Amount (Quantity X Unit Price) (In Figures) Use two decimals Do not round
BASE BID I - UNIT PRICE SCHEDULE: CIVIL AND DRAINAGE IMPROVEMENTS									
18	335	SY	FURNISH AND INSTALL 8" THICK REINFORCED CONCRETE APRON (BUS PAD) AS SHOWN ON CONSTRUCTION DOCUMENTS	\$80.50	\$26,967.50	\$134.36	\$45,010.60 Contractor's price: \$45,012.00	\$136.00	\$45,560.00
19	185	SY	FURNISH AND INSTALL 6" THICK REINFORCED CONCRETE APRON (BUS APPROACH PAD) AS SHOWN ON CONSTRUCTION DOCUMENTS	\$69.00	\$12,765.00	\$61.34	\$11,347.90 Contractor's price: \$11,348.00	\$119.00	\$22,015.00
20	3,708	LF	FURNISH AND INSTALL 6" STANDARD CURB & GUTTER AS SHOWN ON CONSTRUCTION DOCUMENTS	\$20.70	\$76,755.60	\$16.23	\$60,180.84 Contractor's price: \$60,195.00	\$15.00	\$55,620.00
21	2,200	SY	FURNISH AND INSTALL 4" THICK CONCRETE SIDEWALK AS SHOWN ON CONSTRUCTION DOCUMENTS	\$62.10	\$136,620.00	\$54.14	\$119,108.00 Contractor's price: \$119,107.00	\$40.00	\$88,000.00
22	788	SY	FURNISH AND INSTALL 6" THICK CONCRETE DRIVEWAY TYPE I AS SHOWN ON CONSTRUCTION DOCUMENTS	\$69.00	\$54,372.00	\$62.49	\$49,242.12 Contractor's price: \$49,248.00	\$85.00	\$66,980.00
23	286	SY	FURNISH AND INSTALL 6" THICK CONCRETE DRIVEWAY TYPE II AS SHOWN ON CONSTRUCTION DOCUMENTS	\$69.00	\$19,734.00	\$60.12	\$17,194.32 Contractor's price: \$17,195.00	\$85.00	\$24,310.00
24	6	EA	FURNISH AND INSTALL ADA RAMP (TYPE A) AS SHOWN ON CONSTRUCTION DOCUMENTS	\$1,092.50	\$6,555.00	\$1,187.20	\$7,123.20 Contractor's price: \$7,123.00	\$1,528.00	\$9,168.00



**CITY OF EL PASO
COST OF SUMMARY PROPOSALS**



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Item No.	Estimated Quantity	Unit	Brief Description of Item	Unit Bid Price (In figures) Use Two Decimals Do Not Round	Total Amount (Quantity X Unit Price) (In Figures) Use two decimals Do not round	Unit Bid Price (In figures) Use Two Decimals Do Not Round	Total Amount (Quantity X Unit Price) (In Figures) Use two decimals Do not round	Unit Bid Price (In figures) Use Two Decimals Do Not Round	Total Amount (Quantity X Unit Price) (In Figures) Use two decimals Do not round
BASE BID I - UNIT PRICE SCHEDULE: CIVIL AND DRAINAGE IMPROVEMENTS									
25	5	EA	FURNISH AND INSTALL ADA RAMP (TYPE B) AS SHOWN ON CONSTRUCTION DOCUMENTS	\$1,150.00	\$5,750.00	\$1,780.80	\$8,904.00	\$2,223.00	\$11,115.00
26	1	EA	FURNISH AND INSTALL ADA RAMP (TYPE C) AS SHOWN ON CONSTRUCTION DOCUMENTS	\$1,207.50	\$1,207.50	\$1,780.80	\$1,780.80 Contractor's price: \$1,781.00	\$2,362.00	\$2,362.00
27	2	EA	FURNISH AND INSTALL ADA RAMP (TYPE D) AS SHOWN ON CONSTRUCTION DOCUMENTS	\$1,265.00	\$2,530.00	\$2,374.40	\$4,748.80 Contractor's price: \$4,749.00	\$1,945.00	\$3,890.00
28	10	EA	FURNISH AND INSTALL CITY MONUMENT AS SHOWN ON CONSTRUCTION DOCUMENTS	\$2,875.00	\$28,750.00	\$2,374.40	\$23,744.00	\$1,459.00	\$14,590.00
29	36	LF	FURNISH AND INSTALL METAL BEAM GUARD FENCE AS SHOWN ON CONSTRUCTION DOCUMENTS	\$172.50	\$6,210.00	\$89.04	\$3,205.44 Contractor's price: \$3,205.00	\$278.00	\$10,008.00
30	2,350	LF	FURNISH AND INSTALL REFLECTORIZED PAVEMENT MARKING (TYPE I, DOUBLE, YELLOW, 4-INCH, SOLID) AS SHOWN ON CONSTRUCTION DOCUMENTS	\$2.76	\$6,486.00	\$2.84	\$6,674.00 Contractor's price: \$6,696.00	\$4.00	\$9,400.00
31	2,010	LF	FURNISH AND INSTALL REFLECTORIZED PAVEMENT MARKING (TYPE I, WHITE, 4-INCH, PROFILE, SOLID) AS SHOWN ON CONSTRUCTION DOCUMENTS	\$3.51	\$7,055.10	\$3.62	\$7,276.20 Contractor's price: \$7,278.00	\$6.00	\$12,060.00
32	140	LF	FURNISH AND INSTALL REFLECTORIZED PAVEMENT MARKING (TYPE I, WHITE, 24-INCH, SOLID) AS SHOWN ON CONSTRUCTION DOCUMENTS	\$8.45	\$1,183.00	\$8.72	\$1,220.80 Contractor's price: \$1,222.00	\$10.00	\$1,400.00
33	26	EA	FURNISH AND INSTALL REFLECTORIZED PAVEMENT MARKING (TYPE I, WHITE, SHARROWS SYMBOL) AS SHOWN ON CONSTRUCTION DOCUMENTS	\$373.75	\$9,717.50	\$385.84	\$10,031.84 Contractor's price: \$10,032.00	\$417.00	\$10,842.00
34	160	LF	FURNISH AND INSTALL REFLECTORIZED CURB PAINT (YELLOW, 6-INCH) AS SHOWN ON CONSTRUCTION DOCUMENTS	\$3.74	\$598.40	\$3.85	\$616.00 Contractor's price: \$617.00	\$6.00	\$960.00



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				Black Stallion Contractors, Inc. El Paso, TX Bidder 1 of 5		Spartan Construction of Texas, Inc. El Paso, TX Bidder 2 of 5		ZTEX Construction, Inc. El Paso, TX Bidder 3 of 5	
Item No.	Estimated Quantity	Unit	Brief Description of Item	Unit Bid Price (In figures) Use Two Decimals Do Not Round	Total Amount (Quantity X Unit Price) (In Figures) Use two decimals Do not round	Unit Bid Price (In figures) Use Two Decimals Do Not Round	Total Amount (Quantity X Unit Price) (In Figures) Use two decimals Do not round	Unit Bid Price (In figures) Use Two Decimals Do Not Round	Total Amount (Quantity X Unit Price) (In Figures) Use two decimals Do not round
BASE BID I - UNIT PRICE SCHEDULE: CIVIL AND DRAINAGE IMPROVEMENTS									
35	96	LF	FURNISH AND INSTALL REFLECTORIZED PAVEMENT MARKING (TYPE I, 16-INCH CROSSWALK) AS SHOWN ON CONSTRUCTION DOCUMENTS	\$11.50	\$1,104.00	\$8.90	\$854.40	\$12.00	\$1,152.00
							Contractor's price: \$855.00		
36	12	EA	FURNISH AND INSTALL REFLECTORIZED PAVEMENT MARKING (TYPE I, WHITE, YIELD TRIANGLE) AS SHOWN ON CONSTRUCTION DOCUMENTS	\$57.50	\$690.00	\$52.23	\$626.76	\$92.00	\$1,104.00
							Contractor's price: \$627.00		
37	1	LS	FURNISH AND INSTALL REFLECTORIZED PAVEMENT MARKING (TYPE I, WHITE, 4-INCH, SOLID) (PLAYA DRAIN) AS SHOWN ON CONSTRUCTION DOCUMENTS	\$3,450.00	\$3,450.00	\$2,789.92	\$2,789.92	\$3,889.00	\$3,889.00
							Contractor's price: \$2,790.00		
38	36	EA	FURNISH AND INSTALL NEW REFLECTORIZED TYPE II BUTTONS AS SHOWN ON CONSTRUCTION DOCUMENTS	\$11.50	\$414.00	\$11.27	\$405.72	\$21.00	\$756.00
							Contractor's price: \$406.00		
39	17	EA	FURNISH AND INSTALL NEW STREET SIGN AND POST AS SHOWN ON CONSTRUCTION DOCUMENTS	\$1,437.50	\$24,437.50	\$890.40	\$15,136.80	\$1,119.00	\$19,023.00
							Contractor's price: \$15,137.00		
40	10,900	SF	FURNISH AND INSTALL MESA RED 1-1/2" ROCK MULCH (3-INCH DEPTH; WEED FABRIC) AS SHOWN ON CONSTRUCTION DOCUMENTS	\$1.96	\$21,364.00	\$2.37	\$25,833.00	\$2.20	\$23,980.00
							Contractor's price: \$25,881		
41	5,300	SF	FURNISH AND INSTALL 3-INCH TO 6-INCH COBBLESTONE ROCK MULCH (6-INCH DEPTH; WEED FABRIC) AS SHOWN ON CONSTRUCTION DOCUMENTS	\$6.90	\$36,570.00	\$3.26	\$17,278.00	\$7.00	\$37,100.00
							Contractor's price: \$17,303.00		
42	35	EA	FURNISH AND INSTALL TREES (2-INCH CALIPER) AS SHOWN ON CONSTRUCTION DOCUMENTS	\$644.00	\$22,540.00	\$356.16	\$12,465.60	\$700.00	\$24,500.00
							Contractor's price: \$12,466.00		



**CITY OF EL PASO
COST OF SUMMARY PROPOSALS**



BID TITLE: Padilla Street Reconstruction

BID NO: 2022-0403

BID DATE: May 25, 2022

DEPARTMENT: Capital Improvement

				Black Stallion Contractors, Inc. El Paso, TX Bidder 1 of 5		Spartan Construction of Texas, Inc. El Paso, TX Bidder 2 of 5		ZTEX Construction, Inc. El Paso, TX Bidder 3 of 5	
Item No.	Estimated Quantity	Unit	Brief Description of Item	Unit Bid Price (In figures) Use Two Decimals Do Not Round	Total Amount (Quantity X Unit Price) (In Figures) Use two decimals Do not round	Unit Bid Price (In figures) Use Two Decimals Do Not Round	Total Amount (Quantity X Unit Price) (In Figures) Use two decimals Do not round	Unit Bid Price (In figures) Use Two Decimals Do Not Round	Total Amount (Quantity X Unit Price) (In Figures) Use two decimals Do not round
BASE BID I - UNIT PRICE SCHEDULE: CIVIL AND DRAINAGE IMPROVEMENTS									
43	89	EA	FURNISH AND INSTALL SHRUBS (1-GALLON) AS SHOWN ON CONSTRUCTION DOCUMENTS	\$29.90	\$2,661.10	\$23.74	\$2,112.86 Contractor's price: \$2,113.00	\$33.00	\$2,937.00
44	289	EA	FURNISH AND INSTALL SHRUBS (5-GALLON) AS SHOWN ON CONSTRUCTION DOCUMENTS	\$46.00	\$13,294.00	\$47.48	\$13,721.72 Contractor's price: \$13,724.00	\$50.00	\$14,450.00
45	1	LS	FURNISH AND INSTALL IRRIGATION SYSTEM AS SHOWN ON CONSTRUCTION DOCUMENTS	\$92,000.00	\$92,000.00	\$89,040.00	\$89,040.00	\$112,500.00	\$112,500.00
46	378	SF	FURNISH AND INSTALL ROCK MULCH TO MATCH EXISTING (ZARAGOZA) (3-INCH DEPTH; WEED FABRIC) AS SHOWN ON CONSTRUCTION DOCUMENTS	\$5.75	\$2,173.50	\$3.56	\$1,345.68 Contractor's price: \$1,346.00	\$6.30	\$2,381.40
47	6	EA	ADJUSTMENT OF EXISTING STORM MANHOLE RING AND COVER AS SHOWN ON CONSTRUCTION DOCUMENTS	\$575.00	\$3,450.00	\$1,325.00	\$7,950.00	\$1,598.00	\$9,588.00
48	68	SY	FURNISH AND INSTALL 6-INCH THICK REINFORCED CONCRETE FLUME AS SHOWN ON CONSTRUCTION DOCUMENTS	\$74.75	\$5,083.00	\$294.83	\$20,048.44 Contractor's price: \$20,049.00	\$139.00	\$9,452.00
49	1	EA	FURNISH AND INSTALL 2.5-FOOT DIAMOND PLATE COVERED FLUME STRUCTURE AS SHOWN ON CONSTRUCTION DOCUMENTS	\$2,300.00	\$2,300.00	\$2,991.85	\$2,991.85 Contractor's price: \$2,992.00	\$5,556.00	\$5,556.00
50	1	EA	FURNISH AND INSTALL 5-FOOT DIAMOND PLATE COVERED FLUME STRUCTURE AS SHOWN ON CONSTRUCTION DOCUMENTS	\$4,025.00	\$4,025.00	\$4,780.60	\$4,780.60 Contractor's price: \$4,781.00	\$6,945.00	\$6,945.00
51	75	LF	FURNISH AND INSTALL 18-INCH DIAMETER REINFORCED CONCRETE PIPE (CLASS III; DEPTH: 5' - 10') AS SHOWN ON CONSTRUCTION DOCUMENTS	\$172.50	\$12,937.50	\$175.32	\$13,149.00	\$130.00	\$9,750.00



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COST OF SUMMARY PROPOSALS**



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BASE BID I - UNIT PRICE SCHEDULE: CIVIL AND DRAINAGE IMPROVEMENTS									
52	14	LF	FURNISH AND INSTALL 24-INCH DIAMETER REINFORCED CONCRETE PIPE (CLASS III; DEPTH: 5' – 10') AS SHOWN ON CONSTRUCTION DOCUMENTS	\$264.50	\$3,703.00	\$199.06	\$2,786.84	\$239.00	\$3,346.00
							Contractor's price: \$2,787.00		
53	16	LF	FURNISH AND INSTALL 72-INCH DIAMETER REINFORCED CONCRETE PIPE (CLASS III; DEPTH: 5' – 10') (INCLUDING CEMENT STABILIZATION) AS SHOWN ON CONSTRUCTION DOCUMENTS	\$920.00	\$14,720.00	\$700.87	\$11,213.92	\$703.00	\$11,248.00
							Contractor's price: \$11,214.00		
54	1	EA	FURNISH AND INSTALL CONCRETE JUNCTION BOX (A2) AS SHOWN ON CONSTRUCTION DOCUMENTS	\$20,700.00	\$20,700.00	\$14,654.50	\$14,654.50	\$18,056.00	\$18,056.00
							Contractor's price: \$14,655.00		
55	2	EA	FURNISH AND INSTALL CONCRETE JUNCTION BOX/INLET COMBINATION (A3 & A4) AS SHOWN ON CONSTRUCTION DOCUMENTS	\$36,800.00	\$73,600.00	\$16,207.40	\$32,414.80	\$34,514.00	\$69,028.00
							Contractor's price; \$32,415.00		
56	3	EA	FURNISH AND INSTALL CONCRETE JUNCTION BOX (A5, A6, AND A7) AS SHOWN ON CONSTRUCTION DOCUMENTS	\$20,700.00	\$62,100.00	\$14,060.90	\$42,182.70	\$17,292.00	\$51,876.00
							Contractor's price: \$42,183.00		
57	1	EA	FURNISH AND INSTALL CAST IN PLACE CONCRETE JUNCTION BOX – SANITARY SEWER SERVICE AS SHOWN ON CONSTRUCTION DOCUMENTS	\$19,550.00	\$19,550.00	\$14,654.50	\$14,654.50	\$19,445.00	\$19,445.00
							Contractor's price: \$14,655.00		
58	1	EA	FURNISH AND INSTALL 10-FOOT DIAMETER CONCRETE MANHOLE ASSEMBLY AS SHOWN ON CONSTRUCTION DOCUMENTS	\$36,800.00	\$36,800.00	\$18,353.90	\$18,353.90	\$37,210.00	\$37,210.00
							Contractor's price: \$18,354.00		
59	7	EA	FURNISH AND INSTALL MODIFIED DROP INLET (TYPE III; 2-GRATE) AS SHOWN ON CONSTRUCTION DOCUMENTS	\$13,800.00	\$96,600.00	\$7,642.60	\$53,498.20	\$14,028.00	\$98,196.00
60	1	EA	FURNISH AND INSTALL MODIFIED DROP INLET (TYPE III; 3-GRATE) AS SHOWN ON CONSTRUCTION DOCUMENTS	\$13,800.00	\$13,800.00	\$8,711.08	\$8,711.08	\$14,028.00	\$14,028.00
							Contractor's price: \$8,711.00		



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BASE BID I - UNIT PRICE SCHEDULE: CIVIL AND DRAINAGE IMPROVEMENTS									
61	1	EA	FURNISH AND INSTALL MODIFIED DROP INLET (TYPE III; 6-GRATE) AS SHOWN ON CONSTRUCTION DOCUMENTS	\$21,850.00	\$21,850.00	\$11,085.48	\$11,085.48 Contractor's price: \$11,085.00	\$21,320.00	\$21,320.00
62	1	EA	FURNISH AND INSTALL MANHOLE COVER ASSEMBLY AS SHOWN ON CONSTRUCTION DOCUMENTS	\$1,150.00	\$1,150.00	\$5,406.00	\$5,406.00	\$1,459.00	\$1,459.00
63	1	EA	FURNISH AND INSTALL HEADWALL AND WINGWALL STRUCTURE WITH TRASH GRATE (PLAYA DRAIN) FOR 72" PIPE AS SHOWN ON CONSTRUCTION DOCUMENTS	\$34,500.00	\$34,500.00	\$33,686.80	\$33,686.80 Contractor's price: \$33,687.00	\$17,362.00	\$17,362.00
64	1	LS	PLAYA DRAIN RESHAPING/REGRAIDING AS SHOWN ON CONSTRUCTION DOCUMENTS	\$9,775.00	\$9,775.00	\$10,282.00	\$10,282.00	\$9,028.00	\$9,028.00
65	1	LS	PRESSURE WASHING OF EXISTING STORM SYSTEM AS SHOWN ON CONSTRUCTION DOCUMENTS	\$9,200.00	\$9,200.00	\$14,596.20	\$14,596.20 Contractor's price: \$14,596.00	\$69,445.00	\$69,445.00
66	1	EA	REMOVAL AND DISPOSAL OF EXISTING IRRIGATION HEADWALL STRUCTURE AT JORNADO LATERAL (SOUTH) AS SHOWN ON CONSTRUCTION DOCUMENTS	\$8,625.00	\$8,625.00	\$2,117.35	\$2,117.35 Contractor's price: \$2,117.00	\$4,862.00	\$4,862.00
67	145	LF	REMOVAL AND DISPOSAL OF EXISTING CHAINLINK FENCE (NORTH AND SOUTH) AS SHOWN ON CONSTRUCTION DOCUMENTS	\$8.05	\$1,167.25	\$8.31	\$1,204.95 Contractor's price: \$1,205.00	\$14.00	\$2,030.00
68	35	LF	FURNISH AND INSTALL 7-FT X 5.5-FT REINFORCED CONCRETE BOX CULVERT AS SHOWN ON CONSTRUCTION DOCUMENTS	\$1,437.50	\$50,312.50	\$1,548.34	\$54,191.90 Contractor's price: \$54,192.00	\$1,608.00	\$56,280.00
69	1	EA	FURNISH AND INSTALL REINFORCED CONCRETE HEADWALL AND WINGWALL STRUCTURE AS SHOWN ON CONSTRUCTION DOCUMENTS	\$36,800.00	\$36,800.00	\$53,704.90	\$53,704.90 Contractor's price: \$53,705.00	\$17,362.00	\$17,362.00



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BASE BID I - UNIT PRICE SCHEDULE: CIVIL AND DRAINAGE IMPROVEMENTS									
70	1	EA	FURNISH AND INSTALL REINFORCED CONCRETE COLLAR AS SHOWN ON CONSTRUCTION DOCUMENTS	\$4,370.00	\$4,370.00	\$3,609.30	\$3,609.30	\$4,167.00	\$4,167.00
							Contractor's price: \$3,609.00		
71	160	LF	FURNISH AND INSTALL 6-FOOT CHAINLINK FENCE FOR HEADWALL (NORTH AND SOUTH) AS SHOWN ON CONSTRUCTION DOCUMENTS	\$80.50	\$12,880.00	\$148.40	\$23,744.00	\$63.00	\$10,080.00
72	2	EA	FURNISH AND INSTALL 6-FOOT CHAINLINK GATE (8' WIDE) FOR HEADWALL AS SHOWN ON CONSTRUCTION DOCUMENTS	\$2,875.00	\$5,750.00	\$2,374.40	\$4,748.80	\$3,473.00	\$6,946.00
							Contractor's price: \$4,749.00		
73	1	LS	JORNADO LATERAL CHANNEL RESHAPING/REGRAIDING AS SHOWN ON CONSTRUCTION DOCUMENTS	\$9,775.00	\$9,775.00	\$15,158.00	\$15,158.00	\$5,556.00	\$5,556.00
74	17	EA	REPLACE AND RE-CONNECT 4-INCH SANITARY SEWER LATERALS AS SHOWN ON CONSTRUCTION DOCUMENTS	\$1,725.00	\$29,325.00	\$1,440.54	\$24,489.18	\$209.00	\$3,553.00
							Contractor's price: \$24,489.00		



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BASE BID I - UNIT PRICE SCHEDULE: CIVIL AND DRAINAGE IMPROVEMENTS									
75	7	MO	PROVIDE TRAFFIC AND PEDESTRIAN CONTROL BARRICADES (FOR THE DURATION OF CONSTRUCTION) AS SHOWN ON CONSTRUCTION DOCUMENTS	\$8,625.00	\$60,375.00	\$3,561.60	\$24,931.20 Contractor's price: \$24,931.00	\$10,417.00	\$72,919.00
76	7	MO	IMPLEMENT STORM WATER POLLUTION PREVENTION BEST MANAGEMENT PRACTICES INCLUDING: FURNISH AND INSTALL SILT FENCE, CONSTRUCTION ENTRANCE/EXITS AND REMOVAL AND PROPER DISPOSAL OF SILT FENCE AND CONSTRUCTION ENTRANCES/EXITS AFTER COMPLETION OF WORK.	\$11,500.00	\$80,500.00	\$4,748.80	\$33,241.60 Contractor's price: \$33,242.00	\$6,802.00	\$47,614.00
77	Left Blank Intentionally								
Sum Total Base Bid I (Items 1-76)				\$2,108,064.20		\$1,777,814.30 Contractor's price: \$1,778,107.00		\$1,925,859.40	
Mobilization (Not to exceed 5% of Base Bid)				\$103,295.15		\$88,890.71 Contractor's Price: \$92,602.00		\$75,635.00	
Sum Total Base Bid I plus Mobilization				\$2,211,359.35		\$1,866,705.01 Contractor's price: \$1,870,709.00		\$2,001,494.40	



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BASE BID II - UNIT PRICE SCHEDULE: ON-SITE WATER MAIN ADJUSTMENT									
1	1,896	LF	FURNISH AND INSTALL 8-INCH C-900/CL 305 POLYVINYL CHLORIDE (PVC) WATER PIPE INSTALLED WITH FITTINGS, VALVES, AND ACCESSORIES; COMPLETE IN PLACE; DEWATERING AND TEMPORARY BY-PASS	\$126.50	\$239,844.00	\$116.27	\$220,447.92	\$153.25	\$290,562.00
							Contractor's price: \$220,451.00		
2	140	LF	FURNISH AND INSTALL 8-INCH DUCTILE IRON WATER PIPE INSTALLED WITH FITTINGS, VALVES, AND ACCESSORIES; COMPLETE IN PLACE; DEWATERING AND TEMPORARY BY-PASS	\$184.00	\$25,760.00	\$185.44	\$25,961.60	\$167.00	\$23,380.00
							Contractor's price: \$25,963.00		
3	17	EA	REPLACE AND RE-CONNECT 3/4-INCH WATER SERVICE LINE WITH FITTINGS, VALVES, METER BOX AND ACCESSORIES; COMPLETE IN PLACE	\$1,495.00	\$25,415.00	\$1,021.04	\$17,357.68	\$1,546.00	\$26,282.00
							Contractor's price: \$17,358.00		
4	1	EA	REPLACE AND RE-CONNECT 1-INCH WATER SERVICE LINE WITH FITTINGS, VALVES, METER BOX AND ACCESSORIES; COMPLETE IN PLACE	\$2,070.00	\$2,070.00	\$1,559.26	\$1,559.26	\$2,209.60	\$2,209.60
							Contractor's price: \$1,559.00		
5	1	EA	REPLACE AND RE-CONNECT 1-1/2-INCH WATER SERVICE LINE WITH FITTINGS, VALVES, METER BOX AND ACCESSORIES; COMPLETE IN PLACE	\$5,750.00	\$5,750.00	\$4,491.75	\$4,491.75	\$6,694.00	\$6,694.00
							Contractor's price: \$4,492.00		



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BASE BID II - UNIT PRICE SCHEDULE: ON-SITE WATER MAIN ADJUSTMENT									
6	1	EA	REPLACE AND RE-CONNECT 2-INCH WATER SERVICE LINE WITH FITTINGS, VALVES, METER BOX AND ACCESSORIES; COMPLETE IN PLACE	\$9,430.00	\$9,430.00	\$6,166.55	\$6,166.55	\$7,589.00	\$7,589.00
							Contractor's price: \$6,167.00		
7	2	EA	REPLACE EXISTING FIRE HYDRANT ASSEMBLY WITH NEW FIRE HYDRANT ASSEMBLY; COMPLETE WITH FITTINGS, VALVES AND ACCESSORIES	\$9,890.00	\$19,780.00	\$5,002.63	\$10,005.26	\$11,269.00	\$22,538.00
							Contractor's price: \$10,005.00		
8	2	LB	REMOVE AND SALVAGE EXISTING FIRE HYDRANT ASSEMBLY	\$632.50	\$1,265.00	\$1,332.95	\$2,665.90	\$1,389.00	\$2,778.00
							Contractor's price: \$2,666.00		
9	3,000	LB	ADDITIONAL FITTINGS	\$4.03	\$12,090.00	\$5.07	\$15,210.00	\$5.00	\$15,000.00
							Contractor's price: \$15,232.00		
10	2,036	LF	TRENCH SAFETY SYSTEM (TRENCH BOX, SHORING OR BRACING METHODS), COMPLETE IN PLACE	\$2.88	\$5,863.68	\$1.78	\$3,624.08	\$2.00	\$4,072.00
							Contractor's price: \$3,626.00		
11	2,036	LF	TRENCH SAFETY SYSTEM (TRENCH BOX, SHORING OR BRACING METHODS), COMPLETE IN PLACE	\$2.88	\$5,863.68	\$1.78	\$3,624.08	\$2.00	\$4,072.00
							Contractor's price: \$3,626.00		



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BASE BID II - UNIT PRICE SCHEDULE: ON-SITE WATER MAIN ADJUSTMENT									
12	2,755	SF	PATCH PAVEMENT CUT AND RESTORATION WITH 2-INCH HMAC, AS PER CITY OF EL PASO SPECIFICATIONS; COMPLETE IN PLACE	\$17.25	\$47,523.75	\$7.25	\$19,973.75	\$6.00	\$16,530.00
							Contractor's price: \$19,975.00		
13	145	CY	CEMENT STABILIZED BACKFILL (2-SACK); UNDER PATCH PAVEMENT; AS PER CITY OF EL PASO SPECIFICATIONS; COMPLETE IN PLACE	\$161.00	\$23,345.00	\$112.94	\$16,376.30	\$193.00	\$27,985.00
							Contractor's price: \$16,377.00		
14	Left Blank Intentionally								
Sum Total Base Bid II (Items 1-13)				\$424,000.11		\$347,464.13		\$449,691.60	
						Contractor's price: \$347,495.00			
Mobilization (Not to exceed 5% of Base Bid)				\$20,776.01		\$17,373.20		\$23,000.00	
						Contractor's Price: \$26,118.00			
Base Bid II plus Mobilization				\$444,776.12		\$364,837.33		\$472,691.60	
						Contractor's price: \$373,613.00			



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UNIT PRICE SCHEDULE: BASE BID III ON-SITE SANITARY SEWER ADJUSTMENTS									
1	1,034	LF	FURNISH AND INSTALL 12-INCH C900 (GREEN) POLYVINYL CHLORIDE (PVC) SEWER PIPE COMPLETE, INSTALLED; INCLUDING, BUT NOT LIMITED TO, DEWATERING AND TEMPORARY BY-PASS	\$138.00	\$142,692.00	\$115.77	\$119,706.18	\$190.00	\$196,460.00
							Contractor's price: \$119,709.00		
2	559	LF	FURNISH AND INSTALL 8-INCH C900 (GREEN) POLYVINYL CHLORIDE (PVC) SEWER PIPE COMPLETE, INSTALLED; INCLUDING, BUT NOT LIMITED TO, DEWATERING AND TEMPORARY BY-PASS	\$74.75	\$41,785.25	\$85.50	\$47,794.50	\$71.00	\$39,689.00
							Contractor's price: \$47,794.00		
3	10	LF	FURNISH AND INSTALL 16-INCH STEEL CASING BY OPEN CUT METHOD AND ACCESSORIES; COMPLETE IN PLACE AND TEMPORARY BYPASS	\$552.00	\$5,520.00	\$299.98	\$2,999.80	\$498.00	\$4,980.00
							Contractor's price: \$3,000.00		
4	6	EA	STANDARD MANHOLES; 48-INCH PRECAST BASE, COMPLETE IN PLACE	\$8,280.00	\$49,680.00	\$5,103.90	\$30,623.40	\$5,663.00	\$33,978.00
							Contractor's price: \$30,623.00		
5	2	EA	STANDARD MANHOLES; 48-INCH CAST-IN-PLACE, COMPLETE IN PLACE	\$8,280.00	\$16,560.00	\$4,807.10	\$9,614.20	\$5,459.00	\$10,918.00
							Contractor's price: \$9614.00		
6	4	EA	REMOVAL OF EXISTING MANHOLE AND REPLACE WITH NEW MANHOLE IN PLACE; INCLUDING TEMPORARY BY-PASS; COMPLETE IN PLACE	\$9,200.00	\$36,800.00	\$15,759.02	\$63,036.08	\$12,244.00	\$48,976.00
							Contractor's price: \$63,036.00		
7	1	EA	ABANDON IN PLACE EXISTING MANHOLES	\$805.00	\$805.00	\$785.99	\$785.99	\$29,667.00	\$29,667.00
							Contractor's price: \$786.00		



CITY OF EL PASO
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BID TITLE: Padilla Street Reconstruction

BID NO: 2022-0403

BID DATE: May 25, 2022

DEPARTMENT: Capital Improvement

				Black Stallion Contractors, Inc.		Spartan Construction of Texas, Inc.		ZTEX Construction, Inc.	
				El Paso, TX Bidder 1 of 5		El Paso, TX Bidder 2 of 5		El Paso, TX Bidder 3 of 5	
Item No.	Estimated Quantity	Unit	Brief Description of Item	Unit Bid Price (In figures) Use Two Decimals Do Not Round	Total Amount (Quantity X Unit Price) Do Not Round Only Two Decimals	Unit Bid Price (In figures) Use Two Decimals Do Not Round	Total Amount (Quantity X Unit Price) Do Not Round Only Two Decimals	Unit Bid Price (In figures) Use Two Decimals Do Not Round	Total Amount (Quantity X Unit Price) Use two decimals Do not round
UNIT PRICE SCHEDULE: BASE BID III ON-SITE SANITARY SEWER ADJUSTMENTS									
8	2	EA	REMOVAL OF EXISTING MANHOLE; INCLUDING TEMPORARY BY-PASS; COMPLETE IN PLACE	\$8,280.00	\$16,560.00	\$12,168.80	\$24,337.60 Contractor's price: \$24,338	\$18,514.00	\$37,028.00
9	33	VF	STANDARD MANHOLES, EXTRA DEPTH FOR MANHOLES EXCEEDING 6- FEET OF DEPTH; AS PER SPECIFICATIONS	\$166.75	\$5,502.75	\$239.03	\$7,887.99 Contractor's price: \$7,888.00	\$556.00	\$18,348.00
10	17	EA	REPLACE AND RE-CONNECT 4- INCH SANITARY SEWER LATERALS WITH FITTINGS, INCLUDING SERVICE TEES, PIPING AND ACCESSORIES, TEMPORARY BY-PASS; BYCOMPLETE IN PLACE	\$1,610.00	\$27,370.00	\$1,440.54	\$24,489.18 Contractor's price: \$24,489.00	\$1,594.00	\$27,098.00
11	1,593	LF	TRENCH SAFETY SYSTEM (TRENCH BOX, SHORING OR BRACING METHODS), COMPLETE IN PLACE	\$3.45	\$5,495.85	\$2.37	\$3,775.41 Contractor's price: \$3,782.00	\$4.00	\$6,372.00
12	109	CY	CEMENT STABILIZED BACKFILL (2-SACK); UNDER PATCH PAVEMENT; AS PER CITY OF EL PASO SPECIFICATIONS; COMPLETE IN PLACE	\$161.00	\$17,549.00	\$112.94	\$12,310.46 Contractor's price: \$12,311.00	\$200.00	\$21,800.00
13	Left Blank Intentionally								
Sum Total Base Bid III (Items 1-12)				\$366,319.85		\$347,360.79 Contractor's price: \$347,371.00		\$475,314.00	
Mobilization (Not to exceed 5% of Base Bid)				\$17,949.67		\$17,368.03 Contractor's Price: \$20,182.00		\$20,500.00	
Base Bid III plus Mobilization				\$384,269.52		\$364,728.82 Contractor's price: \$367,553.00		\$495,814.00	
Sum Total (Base Bid I, Base Bid II, and Base Bid III)				\$3,040,404.99 Contractor's price: \$2,595,628.87		\$2,596,271.16 Contractor's price: \$2,611,875.00		\$2,970,000.00	



**CITY OF EL PASO
COST OF SUMMARY PROPOSALS**



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				El Paso, TX Bidder 1 of 5	El Paso, TX Bidder 2 of 5	El Paso, TX Bidder 3 of 5			
PAVING ALTERNATES AT INTERSECTIONS									
QUANTITIES FROM LINE ITEM 17 WILL BE DEDUCTED FROM BASE BID 1 IF ENOUGH FUNDING IS AVAILABLE TO AWARD THE CHANGE ON MATERIAL FOR THE INTERSECTIONS BELOW IN THE FOLLOWING ORDER.									
IF FUNDING IS AVAILABLE, DEDUCTIVE ALTERNATES WILL BE AWARDED IN THE ORDER; ALTERNATE 1, ALTERNATE 2, ALTERNATE 3, AND ALTERNATE 4.									
DEDUCTIVE ALTERNATE 1									
Item No.	Approx. Quantity	Unit	Brief Description of Item	Unit Bid Price (In figures) Use Two Decimals Do Not Round	Total Amount (Quantity X Unit Price) Do Not Round Only Two Decimals	Unit Bid Price (In figures) Use Two Decimals Do Not Round	Total Amount (Quantity X Unit Price) Do Not Round Only Two Decimals	Unit Bid Price (In figures) Use Two Decimals Do Not Round	Total Amount (Quantity X Unit Price) Do Not Round Only Two Decimals
17	9,490	SY	12" REMOVAL AND DISPOSAL OF EXISTING SOILS AS SHOWN ON CONSTRUCTION DOCUMENTS	\$8.05	\$76,394.50	\$4.07	\$38,624.30	\$5.00	\$47,450.00
							Contractor's price: \$38,714.00		
17	9,490	SY	12" IMPORTED SELECT FILL AS SHOWN ON CONSTRUCTION DOCUMENTS	\$12.65	\$120,048.50	\$5.77	\$54,757.30	\$7.00	\$66,430.00
							Contractor's price: \$54,758.00		
Sum Total – Deductive Alternate 1				\$196,443.00		\$93,381.60		\$113,880.00	
						Contractor's price: \$93,472.00			
Mobilization (Not to exceed 5% of Sum Total of Deductive Alternate 1)				\$9,625.71		\$4,669.08		\$3,417.00	
						Contractor's Price: \$5,936.00			
Sum Total Mobilization and Deductive Alternate 1				\$206,068.71		\$98,050.68		\$117,297.00	
						Contractor's price: \$99,408.00			



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	El Paso, TX Bidder 1 of 5	El Paso, TX Bidder 2 of 5	El Paso, TX Bidder 3 of 5

PAVING ALTERNATES AT INTERSECTIONS

QUANTITIES FROM LINE ITEM 17 WILL BE DEDUCTED FROM BASE BID I IF ENOUGH FUNDING IS AVAILABLE TO AWARD THE CHANGE ON MATERIAL FOR THE INTERSECTIONS BELOW IN THE FOLLOWING ORDER.

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DEDUCTIVE ALTERNATE 2

Item No.	Approx. Quantity	Unit	Brief Description of Item	Unit Bid Price (In figures) Use Two Decimals Do Not Round	Total Amount (Quantity X Unit Price) Do Not Round Only Two Decimals	Unit Bid Price (In figures) Use Two Decimals Do Not Round	Total Amount (Quantity X Unit Price) Do Not Round Only Two Decimals	Unit Bid Price (In figures) Use Two Decimals Do Not Round	Total Amount (Quantity X Unit Price) Do Not Round Only Two Decimals
17	9,490	SY	8" THICK CRUSHED LIMESTONE (3"-6") AS SHOWN ON CONSTRUCTION DOCUMENTS	\$17.25	\$163,702.50	\$10.44	\$99,075.60	\$17.00	\$161,330.00
							Contractor's price: \$99,110.00		
Sum Total – Deductive Alternate 2					\$163,702.50		\$99,075.60		\$161,330.00
							Contractor's price: \$99,110.00		
Mobilization (Not to exceed 5% of Sum Total of Deductive Alternate 2)					\$8,021.42		\$4,953.78		\$4,840.00
							Contractor's Price: \$5,936.00		
Sum Total Mobilization and Deductive Alternate 2					\$171,723.92		\$104,029.38		\$166,170.00
							Contractor's price: \$105,046.00		



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	El Paso, TX Bidder 1 of 5	El Paso, TX Bidder 2 of 5	El Paso, TX Bidder 3 of 5

PAVING ALTERNATES AT INTERSECTIONS

QUANTITIES FROM LINE ITEM 17 WILL BE DEDUCTED FROM BASE BID I IF ENOUGH FUNDING IS AVAILABLE TO AWARD THE CHANGE ON MATERIAL FOR THE INTERSECTIONS BELOW IN THE FOLLOWING ORDER.

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DEDUCTIVE ALTERNATE 3

Item No.	Approx. Quantity	Unit	Brief Description of Item	Unit Bid Price (In figures) Use Two Decimals Do Not Round	Total Amount (Quantity X Unit Price) Do Not Round Only Two Decimals	Unit Bid Price (In figures) Use Two Decimals Do Not Round	Total Amount (Quantity X Unit Price) Do Not Round Only Two Decimals	Unit Bid Price (In figures) Use Two Decimals Do Not Round	Total Amount (Quantity X Unit Price) Do Not Round Only Two Decimals
17	9,490	SY	8" THICK CEMENT STABILIZED SUBGRADE SOILS (6% BY WEIGHT) AS SHOWN ON CONSTRUCTION DOCUMENTS	\$19.55	\$185,529.50	\$7.20	\$68,328.00	\$10.00	\$94,900.00
Sum Total – Deductive Alternate 3									
						\$68,328.00			
						Contractor's price: \$68,354.00			
Mobilization (Not to exceed 5% of Sum Total of Deductive Alternate 3)						\$3,416.40			
						Contractor's Price: \$4,749.00			
Sum Total Mobilization and Deductive Alternate 3						\$71,744.40			
						Contractor's price: \$73,103.00			



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	Black Stallion Contractors, Inc.	Spartan Construction of Texas, Inc.	ZTEX Construction, Inc.
	El Paso, TX Bidder 1 of 5	El Paso, TX Bidder 2 of 5	El Paso, TX Bidder 3 of 5

PAVING ALTERNATES AT INTERSECTIONS

QUANTITIES FROM LINE ITEM 17 WILL BE DEDUCTED FROM BASE BID 1 IF ENOUGH FUNDING IS AVAILABLE TO AWARD THE CHANGE ON MATERIAL FOR THE INTERSECTIONS BELOW IN THE FOLLOWING ORDER.

IF FUNDING IS AVAILABLE, DEDUCTIVE ALTERNATES WILL BE AWARDED IN THE ORDER; ALTERNATE 1, ALTERNATE 2, ALTERNATE 3, ALTERNATE 4.

DEDUCTIVE ALTERNATE 4

Item No.	Approx. Quantity	Unit	Brief Description of Item	Unit Bid Price (In figures) Use Two Decimals Do Not Round	Total Amount (Quantity X Unit Price) Do Not Round Only Two Decimals	Unit Bid Price (In figures) Use Two Decimals Do Not Round	Total Amount (Quantity X Unit Price) Do Not Round Only Two Decimals	Unit Bid Price (In figures) Use Two Decimals Do Not Round	Total Amount (Quantity X Unit Price) Do Not Round Only Two Decimals
17	9,490	SY	TENSAR TRI-AX GEOGRID (TX-5) AS SHOWN ON CONSTRUCTION DOCUMENTS	\$23.00	\$218,270.00	\$6.29	\$59,692.10	\$6.00	\$56,940.00
							Contractor's price: \$59,753.00		
Sum Total – Deductive Alternate 4					\$218,270.00		\$59,692.10		\$56,940.00
							Contractor's price: \$59,753.00		
Mobilization (Not to exceed 5% of Sum Total of Deductive Alternate 4)					\$10,695.23		\$2,984.60		\$1,709.00
							Contractor's Price: \$3,562.00		
Sum Total Mobilization and Deductive Alternate 4					\$228,965.23		\$62,676.70		\$58,649.00
							Contractor's price: \$63,315.00		



**CITY OF EL PASO
COST OF SUMMARY PROPOSALS**



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DEPARTMENT: Capital Improvement

				Allen Concrete, LLC El Paso, TX Bidder 4 of 5		Horizone Construction 1 Ltd. El Paso, TX Bidder 5 of 5			
Item No.	Estimated Quantity	Unit	Brief Description of Item	Unit Bid Price (In figures) Use Two Decimals Do Not Round	Total Amount (Quantity X Unit Price) (In Figures) Use two decimals Do not round	Unit Bid Price (In figures) Use Two Decimals Do Not Round	Total Amount (Quantity X Unit Price) (In Figures) Use two decimals Do not round		
BASE BID I - UNIT PRICE SCHEDULE: CIVIL AND DRAINAGE IMPROVEMENTS									
1	1	LS	EARTHWORK OPERATIONS AS SHOWN ON CONSTRUCTION DOCUMENTS	\$34,200.00	\$34,200.00	\$133,745.74	\$133,745.74		
2	3,805	SY	REMOVAL AND DISPOSAL OF EXISTING CONCRETE AS SHOWN ON CONSTRUCTION DOCUMENTS	\$22.50	\$85,612.50	\$10.10	\$38,430.50		
3	8,900	SY	REMOVAL AND DISPOSAL OF EXISTING ASPHALT PAVEMENT AS SHOWN ON CONSTRUCTION DOCUMENTS	\$1.75	\$15,575.00	\$3.16	\$28,124.00		
4	600	SY	REMOVAL AND DISPOSAL OF EXISTING LANDSCAPE AREAS AS SHOWN ON CONSTRUCTION DOCUMENTS	\$6.00	\$3,600.00	\$5.56	\$3,336.00		
5	33	SY	REMOVAL AND SALVAGE OF EXISTING ROCK MULCH AS SHOWN ON CONSTRUCTION DOCUMENTS	\$24.50	\$808.50	\$23.98	\$791.34		
6	4,285	LF	REMOVAL AND DISPOSAL OF EXISTING CURB AS SHOWN ON CONSTRUCTION DOCUMENTS	\$2.50	\$10,712.50	\$2.89	\$12,383.65		
7	55	LF	REMOVAL AND DISPOSAL OF EXISTING GUARDRAIL AS SHOWN ON CONSTRUCTION DOCUMENTS	\$45.00	\$2,475.00	\$30.95	\$1,702.25		
8	66	LF	REMOVAL AND DISPOSAL OF EXISTING 18- IN RCP AS SHOWN ON CONSTRUCTION DOCUMENTS	\$55.00	\$3,630.00	\$24.51	\$1,617.66		
9	66	LF	REMOVAL AND DISPOSAL OF EXISTING 48- IN RCP AS SHOWN ON CONSTRUCTION DOCUMENTS	\$75.00	\$4,950.00	\$27.60	\$1,821.60		
10	1	EA	REMOVAL AND DISPOSAL OF EXISTING JUNCTION BOX AS SHOWN ON CONSTRUCTION DOCUMENTS	\$1,200.00	\$1,200.00	\$216.65	\$216.65		



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BASE BID I - UNIT PRICE SCHEDULE: CIVIL AND DRAINAGE IMPROVEMENTS									
11	7	EA	REMOVAL AND DISPOSAL OF EXISTING INLET AS SHOWN ON CONSTRUCTION DOCUMENTS	\$1,100.00	\$7,700.00	\$875.84	\$6,130.88		
12	25	EA	REMOVAL, RELOCATE AND REINSTALL (UPGRADE IF NECESSARY) OF EXISTING SIGNAGE AS SHOWN ON CONSTRUCTION DOCUMENTS	\$1,100.00	\$27,500.00	\$134.43	\$3,360.75		
13	2	EA	REMOVAL AND DISPOSAL OF EXISTING BOLLARDS AS SHOWN ON CONSTRUCTION DOCUMENTS	\$150.00	\$300.00	\$187.61	\$375.22		
14	1	EA	REMOVAL AND SALVAGE OF EXISTING BUS SHELTER AS SHOWN ON CONSTRUCTION DOCUMENTS	\$2,500.00	\$2,500.00	\$3,307.11	\$3,307.11		
15	7,080	SY	FURNISH AND INSTALL 2.5-IN HMAC AS SHOWN ON CONSTRUCTION DOCUMENTS	\$18.50	\$130,980.00	\$22.81	\$161,494.80		
16	8,270	SY	FURNISH AND INSTALL 8-IN BASE COURSE AS SHOWN ON CONSTRUCTION DOCUMENTS	\$15.50	\$128,185.00	\$9.51	\$78,647.70		
17	9,490	SY	FURNISH AND INSTALL PAVEMENT SUBGRADE PREPARATION AS SHOWN ON CONSTRUCTION DOCUMENTS	\$4.50	\$42,705.00	\$3.10	\$29,419.00		
18	335	SY	FURNISH AND INSTALL 8" THICK REINFORCED CONCRETE APRON (BUS PAD) AS SHOWN ON CONSTRUCTION DOCUMENTS	\$74.76	\$25,044.60	\$75.32	\$25,232.20		
19	185	SY	FURNISH AND INSTALL 6" THICK REINFORCED CONCRETE APRON (BUS APPROACH PAD) AS SHOWN ON CONSTRUCTION DOCUMENTS	\$86.38	\$15,980.30	\$64.22	\$11,880.70		
20	3,708	LF	FURNISH AND INSTALL 6" STANDARD CURB & GUTTER AS SHOWN ON CONSTRUCTION DOCUMENTS	\$15.09	\$55,953.72	\$17.24	\$63,925.92		
21	2,200	SY	FURNISH AND INSTALL 4" THICK CONCRETE SIDEWALK AS SHOWN ON CONSTRUCTION DOCUMENTS	\$46.22	\$101,684.00	\$63.61	\$139,942.00		
22	788	SY	FURNISH AND INSTALL 6" THICK CONCRETE DRIVEWAY TYPE I AS SHOWN ON CONSTRUCTION DOCUMENTS	\$72.08	\$56,799.04	\$101.30	\$79,824.40		

500

Approved By: ___/s/_____
Date: 7/6/2022



**CITY OF EL PASO
COST OF SUMMARY PROPOSALS**



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BID DATE: May 25, 2022

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Item No.	Estimated Quantity	Unit	Brief Description of Item	Unit Bid Price (In figures) Use Two Decimals Do Not Round	Total Amount (Quantity X Unit Price) (In Figures) Use two decimals Do not round	Unit Bid Price (In figures) Use Two Decimals Do Not Round	Total Amount (Quantity X Unit Price) (In Figures) Use two decimals Do not round		
BASE BID I - UNIT PRICE SCHEDULE: CIVIL AND DRAINAGE IMPROVEMENTS									
23	286	SY	FURNISH AND INSTALL 6" THICK CONCRETE DRIVEWAY TYPE II AS SHOWN ON CONSTRUCTION DOCUMENTS	\$72.71	\$20,795.06	\$127.21	\$36,382.06		
24	6	EA	FURNISH AND INSTALL ADA RAMP (TYPE A) AS SHOWN ON CONSTRUCTION DOCUMENTS	\$1,632.72	\$9,796.32	\$3,118.54	\$18,711.24		
25	5	EA	FURNISH AND INSTALL ADA RAMP (TYPE B) AS SHOWN ON CONSTRUCTION DOCUMENTS	\$2,126.03	\$10,630.15	\$2,546.71	\$12,733.55		
26	1	EA	FURNISH AND INSTALL ADA RAMP (TYPE C) AS SHOWN ON CONSTRUCTION DOCUMENTS	\$2,760.11	\$2,760.11	\$2,276.49	\$2,276.49		
27	2	EA	FURNISH AND INSTALL ADA RAMP (TYPE D) AS SHOWN ON CONSTRUCTION DOCUMENTS	\$2,790.32	\$5,580.64	\$2,605.09	\$5,210.18		
28	10	EA	FURNISH AND INSTALL CITY MONUMENT AS SHOWN ON CONSTRUCTION DOCUMENTS	\$1,800.00	\$18,000.00	\$3,136.12	\$31,361.20		
29	36	LF	FURNISH AND INSTALL METAL BEAM GUARD FENCE AS SHOWN ON CONSTRUCTION DOCUMENTS	\$157.30	\$5,662.80	\$145.40	\$5,234.40		
30	2,350	LF	FURNISH AND INSTALL REFLECTORIZED PAVEMENT MARKING (TYPE I, DOUBLE, YELLOW, 4-INCH, SOLID) AS SHOWN ON CONSTRUCTION DOCUMENTS	\$2.90	\$6,815.00	\$3.00	\$7,050.00		
31	2,010	LF	FURNISH AND INSTALL REFLECTORIZED PAVEMENT MARKING (TYPE I, WHITE, 4-INCH, PROFILE, SOLID) AS SHOWN ON CONSTRUCTION DOCUMENTS	\$3.69	\$7,416.90	\$5.01	\$10,070.10		
32	140	LF	FURNISH AND INSTALL REFLECTORIZED PAVEMENT MARKING (TYPE I, WHITE, 24-INCH, SOLID) AS SHOWN ON CONSTRUCTION DOCUMENTS	\$8.89	\$1,244.60	\$8.76	\$1,226.40		



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BASE BID I - UNIT PRICE SCHEDULE: CIVIL AND DRAINAGE IMPROVEMENTS									
33	26	EA	FURNISH AND INSTALL REFLECTORIZED PAVEMENT MARKING (TYPE I, WHITE, SHARROWS SYMBOL) AS SHOWN ON CONSTRUCTION DOCUMENTS	\$394.00	\$10,244.00	\$375.43	\$9,761.18		
34	160	LF	FURNISH AND INSTALL REFLECTORIZED CURB PAINT (YELLOW, 6-INCH) AS SHOWN ON CONSTRUCTION DOCUMENTS	\$3.93	\$628.80	\$4.69	\$750.40		
35	96	LF	FURNISH AND INSTALL REFLECTORIZED PAVEMENT MARKING (TYPE I, 16-INCH CROSSWALK) AS SHOWN ON CONSTRUCTION DOCUMENTS	\$9.08	\$871.68	\$10.01	\$960.96		
36	12	EA	FURNISH AND INSTALL REFLECTORIZED PAVEMENT MARKING (TYPE I, WHITE, YIELD TRIANGLE) AS SHOWN ON CONSTRUCTION DOCUMENTS	\$53.24	\$638.88	\$82.60	\$991.20		
37	1	LS	FURNISH AND INSTALL REFLECTORIZED PAVEMENT MARKING (TYPE I, WHITE, 4-INCH, SOLID) (PLAYA DRAIN) AS SHOWN ON CONSTRUCTION DOCUMENTS	\$2,853.50	\$2,853.50	\$3,504.04	\$3,504.04		
38	36	EA	FURNISH AND INSTALL NEW REFLECTORIZED TYPE II BUTTONS AS SHOWN ON CONSTRUCTION DOCUMENTS	\$11.50	\$414.00	\$18.77	\$675.72		



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BASE BID I - UNIT PRICE SCHEDULE: CIVIL AND DRAINAGE IMPROVEMENTS									
39	17	EA	FURNISH AND INSTALL NEW STREET SIGN AND POST AS SHOWN ON CONSTRUCTION DOCUMENTS	\$1,385.00	\$23,545.00	\$373.75	\$6,353.75		
40	10,900	SF	FURNISH AND INSTALL MESA RED 1-1/2" ROCK MULCH (3-INCH DEPTH; WEED FABRIC) AS SHOWN ON CONSTRUCTION DOCUMENTS	\$3.03	\$33,027.00	\$2.05	\$22,345.00		
41	5,300	SF	FURNISH AND INSTALL 3-INCH TO 6-INCH COBBLESTONE ROCK MULCH (6-INCH DEPTH; WEED FABRIC) AS SHOWN ON CONSTRUCTION DOCUMENTS	\$10.04	\$53,212.00	\$7.02	\$37,206.00		
42	35	EA	FURNISH AND INSTALL TREES (2-INCH CALIPER) AS SHOWN ON CONSTRUCTION DOCUMENTS	\$1,784.75	\$62,466.25	\$695.53	\$24,343.55		
43	89	EA	FURNISH AND INSTALL SHRUBS (1-GALLON) AS SHOWN ON CONSTRUCTION DOCUMENTS	\$42.35	\$3,769.15	\$32.43	\$2,886.27		
44	289	EA	FURNISH AND INSTALL SHRUBS (5-GALLON) AS SHOWN ON CONSTRUCTION DOCUMENTS	\$54.45	\$15,736.05	\$49.24	\$14,230.36		
45	1	LS	FURNISH AND INSTALL IRRIGATION SYSTEM AS SHOWN ON CONSTRUCTION DOCUMENTS	\$121,000.00	\$121,000.00	\$98,940.19	\$98,940.19		



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Item No.	Estimated Quantity	Unit	Brief Description of Item	Unit Bid Price (In figures) Use Two Decimals Do Not Round	Total Amount (Quantity X Unit Price) (In Figures) Use two decimals Do not round	Unit Bid Price (In figures) Use Two Decimals Do Not Round	Total Amount (Quantity X Unit Price) (In Figures) Use two decimals Do not round		
BASE BID I - UNIT PRICE SCHEDULE: CIVIL AND DRAINAGE IMPROVEMENTS									
46	378	SF	FURNISH AND INSTALL ROCK MULCH TO MATCH EXISTING (ZARAGOZA) (3-INCH DEPTH; WEED FABRIC) AS SHOWN ON CONSTRUCTION DOCUMENTS	\$12.10	\$4,573.80	\$2.95	\$1,115.10		
47	6	EA	ADJUSTMENT OF EXISTING STORM MANHOLE RING AND COVER AS SHOWN ON CONSTRUCTION DOCUMENTS	\$350.00	\$2,100.00	\$848.13	\$5,088.78		
48	68	SY	FURNISH AND INSTALL 6-INCH THICK REINFORCED CONCRETE FLUME AS SHOWN ON CONSTRUCTION DOCUMENTS	\$145.15	\$9,870.20	\$444.34	\$30,215.12		
49	1	EA	FURNISH AND INSTALL 2.5-FOOT DIAMOND PLATE COVERED FLUME STRUCTURE AS SHOWN ON CONSTRUCTION DOCUMENTS	\$4,115.00	\$4,115.00	\$16,675.48	\$16,675.48		
50	1	EA	FURNISH AND INSTALL 5-FOOT DIAMOND PLATE COVERED FLUME STRUCTURE AS SHOWN ON CONSTRUCTION DOCUMENTS	\$6,850.00	\$6,850.00	\$26,937.31	\$26,937.31		
51	75	LF	FURNISH AND INSTALL 18-INCH DIAMETER REINFORCED CONCRETE PIPE (CLASS III; DEPTH: 5' – 10') AS SHOWN ON CONSTRUCTION DOCUMENTS	\$86.00	\$6,450.00	\$145.17	\$10,887.75		
52	14	LF	FURNISH AND INSTALL 24-INCH DIAMETER REINFORCED CONCRETE PIPE (CLASS III; DEPTH: 5' – 10') AS SHOWN ON CONSTRUCTION DOCUMENTS	\$100.00	\$1,400.00	\$175.20	\$2,452.80		
53	16	LF	FURNISH AND INSTALL 72-INCH DIAMETER REINFORCED CONCRETE PIPE (CLASS III; DEPTH: 5' – 10') (INCLUDING CEMENT STABILIZATION) AS SHOWN ON CONSTRUCTION DOCUMENTS	\$528.00	\$8,448.00	\$1,090.01	\$17,440.16		
54	1	EA	FURNISH AND INSTALL CONCRETE JUNCTION BOX (A2) AS SHOWN ON CONSTRUCTION DOCUMENTS	\$13,743.00	\$13,743.00	\$24,459.36	\$24,459.36		



**CITY OF EL PASO
COST OF SUMMARY PROPOSALS**



BID TITLE: Padilla Street Reconstruction

BID NO: 2022-0403

BID DATE: May 25, 2022

DEPARTMENT: Capital Improvement

				Allen Concrete, LLC		Horizone Construction 1 Ltd.			
				El Paso, TX Bidder 4 of 5		El Paso, TX Bidder 5 of 5			
Item No.	Estimated Quantity	Unit	Brief Description of Item	Unit Bid Price (In figures) Use Two Decimals Do Not Round	Total Amount (Quantity X Unit Price) (In Figures) Use two decimals Do not round	Unit Bid Price (In figures) Use Two Decimals Do Not Round	Total Amount (Quantity X Unit Price) (In Figures) Use two decimals Do not round		
BASE BID I - UNIT PRICE SCHEDULE: CIVIL AND DRAINAGE IMPROVEMENTS									
55	2	EA	FURNISH AND INSTALL CONCRETE JUNCTION BOX/INLET COMBINATION (A3 & A4) AS SHOWN ON CONSTRUCTION DOCUMENTS	\$29,983.00	\$59,966.00	\$25,772.69	\$51,545.38		
56	3	EA	FURNISH AND INSTALL CONCRETE JUNCTION BOX (A5, A6, AND A7) AS SHOWN ON CONSTRUCTION DOCUMENTS	\$13,279.00	\$39,837.00	\$19,810.81	\$59,432.43		
57	1	EA	FURNISH AND INSTALL CAST IN PLACE CONCRETE JUNCTION BOX – SANITARY SEWER SERVICE AS SHOWN ON CONSTRUCTION DOCUMENTS	\$10,285.00	\$10,285.00	\$24,536.01	\$24,536.01		
58	1	EA	FURNISH AND INSTALL 10-FOOT DIAMETER CONCRETE MANHOLE ASSEMBLY AS SHOWN ON CONSTRUCTION DOCUMENTS	\$30,630.00	\$30,630.00	\$27,802.20	\$27,802.20		
59	7	EA	FURNISH AND INSTALL MODIFIED DROP INLET (TYPE III; 2-GRATE) AS SHOWN ON CONSTRUCTION DOCUMENTS	\$9,835.00	\$68,845.00	\$4,603.40	\$32,223.80		
60	1	EA	FURNISH AND INSTALL MODIFIED DROP INLET (TYPE III; 3-GRATE) AS SHOWN ON CONSTRUCTION DOCUMENTS	\$9,627.00	\$9,627.00	\$7,012.09	\$7,012.09		
61	1	EA	FURNISH AND INSTALL MODIFIED DROP INLET (TYPE III; 6-GRATE) AS SHOWN ON CONSTRUCTION DOCUMENTS	\$16,536.00	\$16,536.00	\$11,765.89	\$11,765.89		
62	1	EA	FURNISH AND INSTALL MANHOLE COVER ASSEMBLY AS SHOWN ON CONSTRUCTION DOCUMENTS	\$650.00	\$650.00	\$5,778.90	\$5,778.90		



**CITY OF EL PASO
COST OF SUMMARY PROPOSALS**



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BID DATE: May 25, 2022

DEPARTMENT: Capital Improvement

				Allen Concrete, LLC El Paso, TX Bidder 4 of 5		Horizone Construction 1 Ltd. El Paso, TX Bidder 5 of 5			
Item No.	Estimated Quantity	Unit	Brief Description of Item	Unit Bid Price (In figures) Use Two Decimals Do Not Round	Total Amount (Quantity X Unit Price) (In Figures) Use two decimals Do not round	Unit Bid Price (In figures) Use Two Decimals Do Not Round	Total Amount (Quantity X Unit Price) (In Figures) Use two decimals Do not round		
BASE BID I - UNIT PRICE SCHEDULE: CIVIL AND DRAINAGE IMPROVEMENTS									
63	1	EA	FURNISH AND INSTALL HEADWALL AND WINGWALL STRUCTURE WITH TRASH GRATE (PLAYA DRAIN) FOR 72" PIPE AS SHOWN ON CONSTRUCTION DOCUMENTS	\$16,800.00	\$16,800.00	\$90,171.60	\$90,171.60		
64	1	LS	PLAYA DRAIN RESHAPING/REGRAIDING AS SHOWN ON CONSTRUCTION DOCUMENTS	\$10,500.00	\$10,500.00	\$25,275.96	\$25,275.96		
65	1	LS	PRESSURE WASHING OF EXISTING STORM SYSTEM AS SHOWN ON CONSTRUCTION DOCUMENTS	\$6,500.00	\$6,500.00	\$8,117.86	\$8,117.86		
66	1	EA	REMOVAL AND DISPOSAL OF EXISTING IRRIGATION HEADWALL STRUCTURE AT JORNADO LATERAL (SOUTH) AS SHOWN ON CONSTRUCTION DOCUMENTS	\$3,800.00	\$3,800.00	\$2,972.18	\$2,972.18		
67	145	LF	REMOVAL AND DISPOSAL OF EXISTING CHAINLINK FENCE (NORTH AND SOUTH) AS SHOWN ON CONSTRUCTION DOCUMENTS	\$12.50	\$1,812.50	\$9.67	\$1,402.15		
68	35	LF	FURNISH AND INSTALL 7-FT X 5.5-FT REINFORCED CONCRETE BOX CULVERT AS SHOWN ON CONSTRUCTION DOCUMENTS	\$880.00	\$30,800.00	\$590.61	\$20,671.35 Contractor's price: \$20,672.40		
69	1	EA	FURNISH AND INSTALL REINFORCED CONCRETE HEADWALL AND WINGWALL STRUCTURE AS SHOWN ON CONSTRUCTION DOCUMENTS	\$6,800.00	\$6,800.00	\$92,132.09	\$92,132.09		



**CITY OF EL PASO
COST OF SUMMARY PROPOSALS**



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BID DATE: May 25, 2022

DEPARTMENT: Capital Improvement

				Allen Concrete, LLC El Paso, TX Bidder 4 of 5		Horizone Construction 1 Ltd. El Paso, TX Bidder 5 of 5			
Item No.	Estimated Quantity	Unit	Brief Description of Item	Unit Bid Price (In figures) Use Two Decimals Do Not Round	Total Amount (Quantity X Unit Price) (In Figures) Use two decimals Do not round	Unit Bid Price (In figures) Use Two Decimals Do Not Round	Total Amount (Quantity X Unit Price) (In Figures) Use two decimals Do not round		
BASE BID I - UNIT PRICE SCHEDULE: CIVIL AND DRAINAGE IMPROVEMENTS									
70	1	EA	FURNISH AND INSTALL REINFORCED CONCRETE COLLAR AS SHOWN ON CONSTRUCTION DOCUMENTS	\$1,200.00	\$1,200.00	\$3,374.32	\$3,374.32		
71	160	LF	FURNISH AND INSTALL 6-FOOT CHAINLINK FENCE FOR HEADWALL (NORTH AND SOUTH) AS SHOWN ON CONSTRUCTION DOCUMENTS	\$110.00	\$17,600.00	\$116.91	\$18,705.60		
72	2	EA	FURNISH AND INSTALL 6-FOOT CHAINLINK GATE (8' WIDE) FOR HEADWALL AS SHOWN ON CONSTRUCTION DOCUMENTS	\$1,900.00	\$3,800.00	\$2,769.03	\$5,538.06		
73	1	LS	JORNADO LATERAL CHANNEL RESHAPING/REGRAIDING AS SHOWN ON CONSTRUCTION DOCUMENTS	\$8,500.00	\$8,500.00	\$16,571.25	\$16,571.25		
74	17	EA	REPLACE AND RE-CONNECT 4-INCH SANITARY SEWER LATERALS AS SHOWN ON CONSTRUCTION DOCUMENTS	\$1,694.00	\$28,798.00	\$1,752.02	\$29,784.34		
75	7	MO	PROVIDE TRAFFIC AND PEDESTRIAN CONTROL BARRICADES (FOR THE DURATION OF CONSTRUCTION) AS SHOWN ON CONSTRUCTION DOCUMENTS	\$3,500.00	\$24,500.00	\$15,515.72	\$108,610.04		
76	7	MO	IMPLEMENT STORM WATER POLLUTION PREVENTION BEST MANAGEMENT PRACTICES INCLUDING: FURNISH AND INSTALL SILT FENCE, CONSTRUCTION ENTRANCE/EXITS AND REMOVAL AND PROPER DISPOSAL OF SILT FENCE AND CONSTRUCTION ENTRANCES/EXITS AFTER COMPLETION OF WORK.	\$14,400.00	\$100,800.00	\$1,467.56	\$10,272.92		
77	Left Blank Intentionally								
Sum Total Base Bid I (Items 1-76)				\$1,731,339.55		\$1,967,882.59			
				Contractor's price: \$1,746,488.55		Contractor's price: \$1,967,783.44			
Mobilization (Not to exceed 5% of Base Bid)				\$86,566.97		\$59,033.50			
				Contractor's price: \$87,324.43					
Sum Total Base Bid I plus Mobilization				\$1,817,906.52		\$2,026,916.09			
				Contractor's price: \$1,833,812.98		Contractor's price: \$2,026,816.94			



**CITY OF EL PASO
COST OF SUMMARY PROPOSALS**



BID TITLE: Padilla Street Reconstruction

BID NO: 2022-0403

BID DATE: May 25, 2022

DEPARTMENT: Capital Improvement

				Allen Concrete, LLC		Horizone Construction 1 Ltd.			
				El Paso, TX Bidder 4 of 5		El Paso, TX Bidder 5 of 5			
Item No.	Estimated Quantity	Unit	Brief Description of Item	Unit Bid Price (In figures) Use Two Decimals Do Not Round	Total Amount (Quantity X Unit Price) Do Not Round Only Two Decimals	Unit Bid Price (In figures) Use Two Decimals Do Not Round	Total Amount (Quantity X Unit Price) Do Not Round Only Two Decimals		
BASE BID II - UNIT PRICE SCHEDULE: ON-SITE WATER MAIN ADJUSTMENT									
1	1,896	LF	FURNISH AND INSTALL 8-INCH C-900/CL 305 POLYVINYL CHLORIDE (PVC) WATER PIPE INSTALLED WITH FITTINGS, VALVES, AND ACCESSORIES; COMPLETE IN PLACE; DEWATERING AND TEMPORARY BY-PASS	\$130.00	\$246,480.00	\$137.66	\$261,003.36		
2	140	LF	FURNISH AND INSTALL 8-INCH DUCTILE IRON WATER PIPE INSTALLED WITH FITTINGS, VALVES, AND ACCESSORIES; COMPLETE IN PLACE; DEWATERING AND TEMPORARY BY-PASS	\$172.00	\$24,080.00	\$182.71	\$25,579.40		
3	17	EA	REPLACE AND RE-CONNECT 3/4-INCH WATER SERVICE LINE WITH FITTINGS, VALVES, METER BOX AND ACCESSORIES; COMPLETE IN PLACE	\$1,485.00	\$25,245.00	\$1,576.82	\$26,805.94		
4	1	EA	REPLACE AND RE-CONNECT 1- INCH WATER SERVICE LINE WITH FITTINGS, VALVES, METER BOX AND ACCESSORIES; COMPLETE IN PLACE	\$2,120.58	\$2,120.58	\$2,252.60	\$2,252.60		
5	1	EA	REPLACE AND RE-CONNECT 1-1/2-INCH WATER SERVICE LINE WITH FITTINGS, VALVES, METER BOX AND ACCESSORIES; COMPLETE IN PLACE	\$5,655.00	\$5,655.00	\$6,006.93	\$6,006.93		
6	1	EA	REPLACE AND RE-CONNECT 2-INCH WATER SERVICE LINE WITH FITTINGS, VALVES, METER BOX AND ACCESSORIES; COMPLETE IN PLACE	\$9,660.42	\$9,660.42	\$10,261.83	\$10,261.83		
7	2	EA	REPLACE EXISTING FIRE HYDRANT ASSEMBLY WITH NEW FIRE HYDRANT ASSEMBLY; COMPLETE WITH FITTINGS, VALVES AND ACCESSORIES	\$10,131.66	\$20,263.32	\$10,762.41	\$21,524.82		



**CITY OF EL PASO
COST OF SUMMARY PROPOSALS**



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				Allen Concrete, LLC El Paso, TX Bidder 4 of 5		Horizone Construction 1 Ltd. El Paso, TX Bidder 5 of 5			
Item No.	Estimated Quantity	Unit	Brief Description of Item	Unit Price (In Figures)	Total Amount (Quantity X Unit Price) Do Not Round Only Two Decimals	Unit Price (In Figures)	Total Amount (Quantity X Unit Price) Do Not Round Only Two Decimals		
BASE BID II - UNIT PRICE SCHEDULE: ON-SITE WATER MAIN ADJUSTMENT									
8	2	LB	REMOVE AND SALVAGE EXISTING FIRE HYDRANT ASSEMBLY	\$590.00	\$1,180.00	\$625.72	\$1,251.44		
9	3,000	LB	ADDITIONAL FITTINGS	\$3.53	\$10,590.00	\$3.75	\$11,250.00		
10	2,036	LF	TRENCH SAFETY SYSTEM (TRENCH BOX, SHORING OR BRACING METHODS), COMPLETE IN PLACE	\$5.00	\$10,180.00	\$2.50	\$5,090.00		
11	2,036	LF	TRENCH SAFETY SYSTEM (TRENCH BOX, SHORING OR BRACING METHODS), COMPLETE IN PLACE	\$5.00	\$10,180.00	\$2.50	\$5,090.00		
12	2,755	SF	PATCH PAVEMENT CUT AND RESTORATION WITH 2-INCH HMAC, AS PER CITY OF EL PASO SPECIFICATIONS; COMPLETE IN PLACE	\$6.50	\$17,907.50	\$38.50	\$106,067.50		
13	145	CY	CEMENT STABILIZED BACKFILL (2-SACK); UNDER PATCH PAVEMENT; AS PER CITY OF EL PASO SPECIFICATIONS; COMPLETE IN PLACE	\$165.00	\$23,925.00	\$175.20	\$25,404.00		
14	Left Blank Intentionally								
Sum Total Base Bid II (Items 1-13)					\$407,466.82		\$507,587.82		
Mobilization (Not to exceed 5% of Base Bid)					\$20,373.34		\$15,227.63		
Base Bid II plus Mobilization					\$427,840.16		\$522,815.45		



**CITY OF EL PASO
COST OF SUMMARY PROPOSALS**



BID TITLE: Padilla Street Reconstruction

BID NO: 2022-0403

BID DATE: May 25, 2022

DEPARTMENT: Capital Improvement

				Allen Concrete, LLC El Paso, TX Bidder 4 of 5		Horizon Construction 1 Ltd. El Paso, TX Bidder 5 of 5			
Item No.	Estimated Quantity	Unit	Brief Description of Item	Unit Bid Price (In figures) Use Two Decimals Do Not Round	Total Amount (Quantity X Unit Price) Do Not Round Only Two Decimals	Unit Bid Price (In figures) Use Two Decimals Do Not Round	Total Amount (Quantity X Unit Price) Do Not Round Only Two Decimals		
UNIT PRICE SCHEDULE: BASE BID III ON-SITE SANITARY SEWER ADJUSTMENTS									
1	1,034	LF	FURNISH AND INSTALL 12-INCH C900 (GREEN) POLYVINYL CHLORIDE (PVC) SEWER PIPE COMPLETE, INSTALLED; INCLUDING, BUT NOT LIMITED TO, DEWATERING AND TEMPORARY BY-PASS	\$141.37	\$146,176.58	\$150.17	\$155,275.78		
2	559	LF	FURNISH AND INSTALL 8-INCH C900 (GREEN) POLYVINYL CHLORIDE (PVC) SEWER PIPE COMPLETE, INSTALLED; INCLUDING, BUT NOT LIMITED TO, DEWATERING AND TEMPORARY BY-PASS	\$76.58	\$42,808.22	\$81.34	\$45,469.06		
3	10	LF	FURNISH AND INSTALL 16-INCH STEEL CASING BY OPEN CUT METHOD AND ACCESSORIES; COMPLETE IN PLACE AND TEMPORARY BYPASS	\$231.00	\$2,310.00	\$245.28	\$2,452.80		
4	6	EA	STANDARD MANHOLES; 48-INCH PRECAST BASE, COMPLETE IN PLACE	\$8,482.32	\$50,893.92	\$9,010.39	\$54,062.34		
5	2	EA	STANDARD MANHOLES; 48-INCH CAST-IN-PLACE, COMPLETE IN PLACE	\$8,482.32	\$16,964.64	\$9,010.39	\$18,020.78		
6	4	EA	REMOVAL OF EXISTING MANHOLE AND REPLACE WITH NEW MANHOLE IN PLACE; INCLUDING TEMPORARY BY-PASS; COMPLETE IN PLACE	\$9,189.18	\$36,756.72	\$9,761.26	\$39,045.04		
7	1	EA	ABANDON IN PLACE EXISTING MANHOLES	\$589.05	\$589.05	\$625.72	\$625.72		



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				Allen Concrete, LLC El Paso, TX Bidder 4 of 5		Horizone Construction 1 Ltd. El Paso, TX Bidder 5 of 5			
Item No.	Estimated Quantity	Unit	Brief Description of Item	Unit Bid Price (In figures) Use Two Decimals Do Not Round	Total Amount (Quantity X Unit Price) Do Not Round Only Two Decimals	Unit Bid Price (In figures) Use Two Decimals Do Not Round	Total Amount (Quantity X Unit Price) Do Not Round Only Two Decimals		
UNIT PRICE SCHEDULE: BASE BID III ON-SITE SANITARY SEWER ADJUSTMENTS									
8	2	EA	REMOVAL OF EXISTING MANHOLE; INCLUDING TEMPORARY BY-PASS; COMPLETE IN PLACE	\$8,482.32	\$16,964.64	\$9,010.39	\$18,020.78		
9	33	VF	STANDARD MANHOLES, EXTRA DEPTH FOR MANHOLES EXCEEDING 6- FEET OF DEPTH; AS PER SPECIFICATIONS	\$165.00	\$5,445.00	\$175.20	\$5,781.60		
10	17	EA	REPLACE AND RE-CONNECT 4-INCH SANITARY SEWER LATERALS WITH FITTINGS, INCLUDING SERVICE TEES, PIPING AND ACCESSORIES, TEMPORARY BY-PASS; BYCOMPLETE IN PLACE	\$1,649.34	\$28,038.78	\$1,752.02	\$29,784.34		
11	1,593	LF	TRENCH SAFETY SYSTEM (TRENC BOX, SHORING OR BRACING METHODS), COMPLETE IN PLACE	\$2.36	\$3,759.48	\$2.50	\$3,982.50		
12	109	CY	CEMENT STABILIZED BACKFILL (2-SACK); UNDER PATCH PAVEMENT; AS PER CITY OF EL PASO SPECIFICATIONS; COMPLETE IN PLACE	\$165.00	\$17,985.00	\$175.20	\$19,096.80		
13	Left Blank Intentionally								
Sum Total Base Bid III (Items 1-12)					\$368,692.03		\$391,617.54		
Mobilization (Not to exceed 5% of Base Bid)					\$18,434.60		\$11,748.52		
Base Bid III plus Mobilization					\$387,126.63		\$403,366.06		
Sum Total (Base Bid I, Base Bid II, and Base Bid III)					\$2,632,873.31		\$2,953,097.60		
					Contractor's price: \$2,648,779.77		Contractor's price: \$2,952,998.45		



**CITY OF EL PASO
COST OF SUMMARY PROPOSALS**



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DEPARTMENT: Capital Improvement

	Allen Concrete, LLC	Horizone Construction 1 Ltd.	
	El Paso, TX Bidder 4 of 5	El Paso, TX Bidder 5 of 5	

PAVING ALTERNATES AT INTERSECTIONS

QUANTITIES FROM LINE ITEM 17 WILL BE DEDUCTED FROM BASE BID 1 IF ENOUGH FUNDING IS AVAILABLE TO AWARD THE CHANGE ON MATERIAL FOR THE INTERSECTIONS BELOW IN THE FOLLOWING ORDER.

IF FUNDING IS AVAILABLE, DEDUCTIVE ALTERNATES WILL BE AWARDED IN THE ORDER; ALTERNATE 1, ALTERNATE 2, ALTERNATE 3, AND ALTERNATE 4.

DEDUCTIVE ALTERNATE 1

Item No.	Approx. Quantity	Unit	Brief Description of Item	Unit Bid Price (In figures) Use Two Decimals Do Not Round	Total Amount (Quantity X Unit Price) Do Not Round Only Two Decimals	Unit Bid Price (In figures) Use Two Decimals Do Not Round	Total Amount (Quantity X Unit Price) Do Not Round Only Two Decimals		
17	9,490	SY	12" REMOVAL AND DISPOSAL OF EXISTING SOILS AS SHOWN ON CONSTRUCTION DOCUMENTS	\$0.97	\$9,205.30	\$1.52	\$14,424.80		
17	9,490	SY	12" IMPORTED SELECT FILL AS SHOWN ON CONSTRUCTION DOCUMENTS	\$0.54	\$5,124.60	\$9.94	\$94,330.60		
Sum Total – Deductive Alternate 1					\$14,329.90		\$108,755.40		
Mobilization (Not to exceed 5% of Sum Total of Deductive Alternate 1)					\$716.50		\$3,262.66		
Sum Total Mobilization and Deductive Alternate 1					\$15,046.40		\$112,018.06		



DEPARTMENT: Capital Improvement

Horizone Construction 1 Ltd.

El Paso, TX
Bidder 5 of 5

PAVING ALTERNATES AT INTERSECTIONS

QUANTITIES FROM LINE ITEM 17 WILL BE DEDUCTED FROM BASE BID IF ENOUGH FUNDING IS AVAILABLE TO AWARD THE CHANGE ON MATERIAL FOR THE INTERSECTIONS BELOW IN THE FOLLOWING ORDER.

IF FUNDING IS AVAILABLE, DEDUCTIVE ALTERNATES WILL BE AWARDED IN THE ORDER; ALTERNATE 1, ALTERNATE 2, ALTERNATE 3, AND ALTERNATE 4.

DEDUCTIVE ALTERNATE 2

Item No.	Approx. Quantity	Unit	Brief Description of Item	Unit Bid Price (In figures) Use Two Decimals Do Not Round	Total Amount (Quantity X Unit Price) Do Not Round Only Two Decimals	Unit Bid Price (In figures) Use Two Decimals Do Not Round	Total Amount (Quantity X Unit Price) Do Not Round Only Two Decimals		
17	9,490	SY	8" THICK CRUSHED LIMESTONE (3"-6") AS SHOWN ON CONSTRUCTION DOCUMENTS	\$10.50	\$99,645.00	\$15.62	\$148,233.80		
Sum Total – Deductive Alternate 2				\$99,645.00		\$148,233.80			
Mobilization (Not to exceed 5% of Sum Total of Deductive Alternate 2)				\$4,982.25		\$4,470.14			
Sum Total Mobilization and Deductive Alternate 2				\$104,627.25		\$152,703.94			
						Contractor's price: \$152,680.81			



**CITY OF EL PASO
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DEPARTMENT: Capital Improvement

	Allen Concrete, LLC	Horizone Construction 1 Ltd.	
	El Paso, TX Bidder 4 of 5	El Paso, TX Bidder 5 of 5	

PAVING ALTERNATES AT INTERSECTIONS

QUANTITIES FROM LINE ITEM 17 WILL BE DEDUCTED FROM BASE BID I IF ENOUGH FUNDING IS AVAILABLE TO AWARD THE CHANGE ON MATERIAL FOR THE INTERSECTIONS BELOW IN THE FOLLOWING ORDER.

IF FUNDING IS AVAILABLE, DEDUCTIVE ALTERNATES WILL BE AWARDED IN THE ORDER; ALTERNATE 1, ALTERNATE 2, ALTERNATE 3, AND ALTERNATE 4.

DEDUCTIVE ALTERNATE 3

Item No.	Approx. Quantity	Unit	Brief Description of Item	Unit Bid Price (In figures) Use Two Decimals Do Not Round	Total Amount (Quantity X Unit Price) Do Not Round Only Two Decimals	Unit Bid Price (In figures) Use Two Decimals Do Not Round	Total Amount (Quantity X Unit Price) Do Not Round Only Two Decimals		
17	9,490	SY	8" THICK CEMENT STABILIZED SUBGRADE SOILS (6% BY WEIGHT) AS SHOWN ON CONSTRUCTION DOCUMENTS	\$8.80	\$83,512.00	\$19.14	\$181,638.60		
Sum Total – Deductive Alternate 3				\$83,512.00		\$181,638.60			
Mobilization (Not to exceed 5% of Sum Total of Deductive Alternate 3)				\$4,175.00		\$5,449.15			
Sum Total Mobilization and Deductive Alternate 3				\$87,687.00		\$187,087.75			



**CITY OF EL PASO
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	Allen Concrete, LLC	Horizone Construction 1 Ltd.	
	El Paso, TX Bidder 4 of 5	El Paso, TX Bidder 5 of 5	

PAVING ALTERNATES AT INTERSECTIONS

QUANTITIES FROM LINE ITEM 17 WILL BE DEDUCTED FROM BASE BID 1 IF ENOUGH FUNDING IS AVAILABLE TO AWARD THE CHANGE ON MATERIAL FOR THE INTERSECTIONS BELOW IN THE FOLLOWING ORDER.

IF FUNDING IS AVAILABLE, DEDUCTIVE ALTERNATES WILL BE AWARDED IN THE ORDER; ALTERNATE 1, ALTERNATE 2, ALTERNATE 3, ALTERNATE 4.

DEDUCTIVE ALTERNATE 4

Item No.	Approx. Quantity	Unit	Brief Description of Item	Unit Bid Price (In figures) Use Two Decimals Do Not Round	Total Amount (Quantity X Unit Price) Do Not Round Only Two Decimals	Unit Bid Price (In figures) Use Two Decimals Do Not Round	Total Amount (Quantity X Unit Price) Do Not Round Only Two Decimals	Unit Bid Price (In figures) Use Two Decimals Do Not Round	Total Amount (Quantity X Unit Price) Do Not Round Only Two Decimals
17	9,490	SY	TENSAR TRI-AX GEOGRID (TX-5) AS SHOWN ON CONSTRUCTION DOCUMENTS	\$2.82	\$26,761.80	\$10.51	\$99,739.90		
							Contractor's price: \$9,739.90		
Sum Total – Deductive Alternate 4					\$26,761.80		\$99,739.90		
							Contractor's price: \$9,739.90		
Mobilization (Not to exceed 5% of Sum Total of Deductive Alternate 4)					\$1,338.09		\$292.19		
Sum Total Mobilization and Deductive Alternate 4					\$28,099.89		\$100,032.09		
							Contractor's price: \$10,032.09		

2022-0403 Padilla Street Reconstruction View List		
1	Abescape	Gallegos, Mari
2	Accent Landscape Con	Counts, Tim
3	Allen Concrete Inc.	Magdaleno, Jesus
4	AMTEK	Rugh, John
5	Black Stallion Contr	Luna, Hector
6	CEA Group	Concha, David
7	ConstructConnect	STINSON, MORGAN
8	Construction Reporte	Wood, Jane
9	CSA Constructors	Oney, Hilary
10	Deltek	Management, Source
11	Direx Construction,	Hudson, Brad
12	Dodge Data	Peggy, Koehn
13	DRS Rock Materials,	Soto, Daniel
14	Enotsyek	Dominguez, Luis
15	EPHCC	Mireles, Maria
16	GCC Sun City Materia	Rivas, Fernando
17	HA Precast Inc.	TYREE, Bruno
18	Hawk Construction	Sifuentes, Gilbert
19	Horizone Const. 1 LT	De Stefano, Luis Rene
20	HUB	Gilcrease, Paul
21	Industrial Fabrics,	Crooker, Hannah
22	International Eagle	Molina, Marcos
23	J. Carrizal	Victor, Solis
24	J.A.R	Guillermo, Ovies
25	J.D. Abrams L.P.	Kincaid, Kenneth
26	Jobe Materials	Paredes, Raul
27	Keystone	Mlchael, Guillen
28	Lesna Construction	Construction, Lesna
29	Lizandro Naranjo	Naranjo, Lizandro
30	Lobo Distribution LL	Wolfe, Perry
31	Martinez Bros. Contr	Martinez, Heriberto
32	McMillan And Associa	McMillan, Terry
33	Moreno Cardenas Inc.	Quintanilla, Veronica
34	Pacific Inc	Doe, John
35	PMI Pavement Marking	HESSNEY, STEVE
36	Prime Vendor Inc.	Jones, Kim
37	Quantum Engineering	Fraga, Miguel
38	Smartprocure	Bjornsson, Ron
39	SPARTAN CONSTRUCTION	ALLEN, STEVE
40	Straight Edge Contra	Jesus, Mesta
41	The PlanIt Room	Hernandez, Cecilia
42	tierra firme const i	ruiz jr, abraham g
43	Tri-State Electric,	Motta, Alejandro
44	Vertex Contractors,	Ruiz, Erika
45	Vitual Builders Exch	Olguin, Jeannette
46	Wayne Enterprises	Austin, Fork
47	Zayza Irrigation and	Banks, Archie
48	ZTEX Construction I	Royo, Joaquin
49		Martinez, Jessica
50		Banquil, Lovely
51		Watson, Frank
52		Mario, Canchola



Legislation Text

File #: 22-1440, Version: 1

CITY OF EL PASO, TEXAS
LEGISTAR AGENDA ITEM SUMMARY FORM

DISTRICT, DEPARTMENT, CONTACT INFORMATION:

Please choose District and Department from drop down menu. Please post exactly as example below.

No Title's, No emails. Please use ARIAL 10 Font.

All Districts

Capital Improvement Department, Yvette Hernandez, (915) 212-1860

AGENDA LANGUAGE:

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

Discussion and action that the City Manager be authorized to sign a two year On-Call Professional Services Agreement to perform environmental services on a task-by-task basis by and between the City of El Paso and each of the following three (3) consultants:

1. Arcadis USA, Inc.
2. Souder Miller & Associates, Inc.
3. WSP USA Environment & Infrastructure, Inc. (formerly Wood Environment and Infrastructure Solution, Inc.)

Each On Call Agreement will be for an amount not to exceed \$300,000.00 and each agreement will include authorization for the City Engineer to approve additional Basic Services and Reimbursables for an amount not to exceed \$50,000.00 and authorization for the City Engineer to approve Additional Services for an amount not to exceed \$50,000.00 if the identified services are necessary for proper execution of identified project and if the increased amounts are within the appropriate budget identified of the project for a total amount of \$400,000.00. In addition, the City Manager is authorized to establish the funding sources and make any necessary budget transfers and execute any and all documents necessary for execution of each On-Call Agreement.

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

AGENDA DATE: November 8, 2022

PUBLIC HEARING DATE: N/A

CONTACT PERSON(S) NAME AND PHONE NUMBER: Yvette Hernandez, P.E.

(915) 212-1860

DISTRICT(S) AFFECTED: All

STRATEGIC GOAL: No. 8: Nurture and Promote a Healthy, Sustainable Community

SUBGOAL: 8.7. Ensure community compliance with environmental regulatory requirements

SUBJECT:

Discussion and action that the City Manager be authorized to sign a two year On-Call Professional Services Agreement to perform environmental services on a task-by-task basis by and between the City of El Paso and each of the following three (3) consultants:

1. Arcadis USA, Inc.
2. Souder Miller & Associates, Inc.
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Each On Call Agreement will be for an amount not to exceed \$300,000.00 and each agreement will include authorization for the City Engineer to approve additional Basic Services and Reimbursables for an amount not to exceed \$50,000.00 and authorization for the City Engineer to approve Additional Services for an amount not to exceed \$50,000.00 if the identified services are necessary for proper execution of identified project and if the increased amounts are within the appropriate budget identified of the project for a total amount of \$400,000.00. In addition, the City Manager is authorized to establish the funding sources and make any necessary budget transfers and execute any and all documents necessary for execution of each On-Call Agreement.

BACKGROUND / DISCUSSION:

The on-call agreement for professional services to perform environmental services assists the Capital Improvement Department as well as user departments to expedite and complete capital projects.

PRIOR COUNCIL ACTION:

City Council regularly approves on-call professional services agreements. The last Council action for approval of professional service agreements for environmental services was November 10, 2020.

AMOUNT AND SOURCE OF FUNDING:

\$300,000/each agreement

Capital Improvement Plans, Enterprise funds, and QoI, and Public Safety Bonds

HAVE ALL AFFECTED DEPARTMENTS BEEN NOTIFIED? X YES NO

PRIMARY DEPARTMENT: Capital Improvement Department

SECONDARY DEPARTMENT:

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

DEPARTMENT HEAD: [Assistant Director Capital Improvement](#)

Jerry DeMuro/for
Yvette Hernandez, P.E.
City Engineer

RESOLUTION

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

That the City Manager be authorized to sign a two-year On-Call Agreement for Professional Services to perform environmental services on a task by task basis by and between the by City of El Paso and each of the following three (3) consultants:

1. Arcadis US Inc.
2. Souder Miller & Associates, Inc.
3. WSP USA Environment & Infrastructure, Inc.

Each On-Call Agreement will be for an amount not to \$300,000.00, and each agreement will include authorization for the City Engineer to approve additional Basic Services and Reimbursables for an amount not to exceed \$50,000.00 and authorization for the City Engineer to approve Additional Services for an amount not to exceed \$50,000.00 if the identified services are necessary for proper execution of identified project and if the increased amounts are within the appropriate budget identified of the project for a total amount of \$400,000.00. In addition, the City Manager is authorized to establish the funding sources and make any necessary budget transfers and execute any and all documents necessary for execution of each On-Call Agreement.

APPROVED THIS _____ DAY OF _____ 2022.

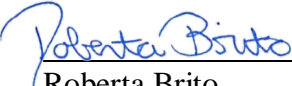
CITY OF EL PASO:

Oscar Leaser
Mayor

ATTEST:

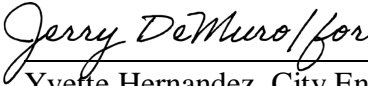
Laura Prine
City Clerk

APPROVED AS TO FORM:



Roberta Brito
Assistant City Attorney

APPROVED AS TO CONTENT:



Yvette Hernandez, City Engineer
Capital Improvement Department

CITY OF EL PASO A/E SELECTION SCORESHEET

Rater	SOLICITATION #2022-0925R On-Call Environmental							
	Arcadis	Encon	ESSCO	PSI	Souder Miller	Sun City Analytical	Terracon	Wood
Rater 1	60	38	48	49	63	44	60	65
Rater 2	72	35	29	60	70	26	48	66
Rater 3	54	59	52	58	62	45	53	65
Rater 4	64	59	52	58	62	45	53	65
Rater 5	74	61	53	70	71	33	62	42
Total Raters Score	324	252	234	295	328	193	276	303
References	10	7	5	10	7	9	3	8
OVERALL SCORE	334	259	239	305	335	202	279	311

THE STATE OF TEXAS)
)
COUNTY OF EL PASO)

ON-CALL
AGREEMENT FOR
PROFESSIONAL SERVICES

This Agreement is made this ____ day of _____, 2022 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 Arcadis U.S., Inc., a Delaware Corporation registered to do business in Texas, as “**Consultant**”.

WHEREAS, the Owner intends to engage the Consultant to perform professional environmental services on a task order basis through the use of task orders referencing this Agreement, the scope of which is further described in **Attachment “A”**; and

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

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

**ARTICLE I
ATTACHMENTS**

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

Attachment “A”	Scope of Services and Project Budget
Attachment “B”	Consultant’s Fee Proposal and Hourly Rates
Attachment “C”	Consultant’s Basic and Additional Services
Attachment “D”	Payment and Deliverable Schedules
Attachment “E”	Insurance Certificate
Attachment “F”	Federal Aviation Administration contract provisions for Airport Improvement Program Projects

**ARTICLE II
PROJECT**

2.1 The Owner hereby agrees to retain the Consultant and the Consultant agrees to perform on-call professional services on a Task Order basis. Each individual Task Order will identify the Project (“**Project**”) and the total compensation due to each Project. The Task Order for each Project shall include the Scope of Services described in **Attachment “A”**.

2.2 For each Project, the Consultant shall comply with the City of El Paso Capital Improvement Department Construction Document Guidelines in effect on the execution date of this

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

- 2.3** The Consultant shall serve as the Owner's professional representative in those phases of the Project to which this Agreement applies and shall give consultation and advice to the Owner during the performance of services.
- 2.4** The Owner shall provide all available information to the Consultant, as to the Owner's requirements for each construction contract. The Owner shall also provide to the Consultant, all known information pertinent to the Project site, including previous reports and other data relative to design, such as "as-built" drawings or physical conditions now existing at the Project site. In performing its services, the Consultant will be entitled to rely upon the accuracy of the Owner provided information.
- 2.5** The Owner hereby designates the City Engineer of the City of El Paso as the Owner's representative with respect to the professional services to be provided by the Consultant pursuant to this Agreement. The City Engineer shall have complete authority to transmit instructions, receive information, interpret and define Owner's policies, and decisions with respect to materials, equipment, elements, and systems pertinent to the work covered by this Agreement. City Engineer will render written decisions within a five (5) working days time period.

ARTICLE III CONSULTANT FEES AND PROJECT BUDGET

3.1 PAYMENT TO CONSULTANT. The Owner shall pay to the Consultant an amount not to exceed **\$300,000.00** for all basic services and reimbursables performed pursuant to this Agreement.

No services are being requested through this Agreement, nor shall any indebtedness accrue through the mere execution of this Agreement.

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

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

The parties agree and understand that all fees and compensation to the Consultant shall only become due and payable in accordance with the terms of this Agreement and the fees to be charged

for each Project shall be pursuant to the Consultant's fee proposal for such Basic and Additional Services at the rates which is attached hereto as **Attachment "B"**.

Payments to the Consultant shall be made pursuant to **Attachment "D"**.

3.2 CONSULTANT'S SERVICES. The Basic Services and Additional Services, if any, to be provided by the Consultant for this Agreement are attached hereto as **Attachment "C"**.

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

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

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

3.4 PROJECT CONSTRUCTION BUDGET. The Consultant acknowledges that the construction budget and a construction time for each Project will be identified in each Task Order.

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

ARTICLE IV

PERIOD OF SERVICE AND TERMINATION

4.1 PERIOD OF SERVICE. The term of this Agreement shall be for a period not to exceed **two (2) years** from the date first shown above. The services called for by each Task Order shall begin upon the issuance of a Notice to Proceed from the City Engineer and shall continue through the completion of the construction of the Project, including any required extensions beyond the contract time for construction of the Project, as may be directed by the Owner.

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

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

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

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

this subsection, the Owner may withhold payments to the Consultant for the purpose of setoff until such time as the exact amount due the Consultant from the Owner is determined.

4.3.3 TERMINATION SHALL NOT BE CONSTRUED AS RELEASE.

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

ARTICLE V INSURANCE AND INDEMNIFICATION

5.1 INSURANCE. Consultant shall not commence work under this Agreement until the Consultant has obtained the required insurance and such insurance has been approved by the Owner. The Consultant shall maintain the required insurance throughout the term of this Agreement. Failure to maintain said insurance shall be considered a material breach of this Agreement.

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

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

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

- a) **COMMERCIAL GENERAL LIABILITY**
 - \$1,000,000.00 Per Occurrence
 - \$2,000,000.00 General Aggregate
 - \$2,000,000.00 Products/Completed Operations Aggregate
 - \$1,000,000.00 Personal and Advertising Injury

Personal Injury or Death & Property Damage

\$1,000,000.00 per occurrence combined single limit for bodily injury and property damage.

General Aggregate

\$1,000,000.00
\$1,000,000.00 per occurrence

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

5.1.3 PROFESSIONAL LIABILITY INSURANCE. The Consultant shall procure and shall maintain, at the Consultant's sole expense, Professional Liability Insurance for the benefit of the Owner to cover the errors and omissions of the Consultant, its principals or officers, agents or employees in the performance of this Agreement with a limit of ONE MILLION AND 00/100 DOLLARS (\$1,000,000.00) on a claims made basis.

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

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

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

Further, all policies shall provide either in the policy itself and reflected on the certificate of insurance or through an endorsement attached to the policy, that the insurance cannot be canceled or the amount of coverage changed without thirty (30) calendar days prior written notice to the City or ten (10) calendar days prior written notice for non-payment of insurance policy premiums.

5.2 INDEMNIFICATION. To the fullest extent permitted by law, Consultant shall indemnify, defend and hold harmless Owner, and Owner's officers, directors, partners, agents consultants, and employees from and against any claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court, arbitration, or other dispute resolution costs) arising out of or relating to the Project, provided that any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), but only to the extent caused by any negligent act or omission of Consultant or Consultant's officers, directors, partners, agents, consultants or employees. This indemnification provision is subject to and limited by the provisions agreed to by Owner and Consultant, as noted below. The Consultant shall not be responsible for any acts of any of the City's Independent Project Managers.

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

5.2.1 CONSULTANT'S LIABILITY LIMITED TO AMOUNT OF INSURANCE REQUIREMENTS. Consultant shall procure and maintain insurance as required by and set forth in the terms and conditions of this Agreement. Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by law, the total liability, in the aggregate, of Consultant and Consultant's officers, directors, partners, employees, agents, and consultants (hereafter referred to collectively as "Consultant"), to Owner and anyone claiming by through, or under Owner for any and all claims, losses, costs, or damages, whatsoever arising out of, resulting from or in any way related to the Project or the Agreement from any cause or causes, including but not limited to the negligence, professional errors or omissions, strict liability or breach of contract, or warranty express or implied of Consultant (hereafter "Owner's Claims"), shall not exceed the total insurance proceeds paid on behalf of or to Consultant by Consultant's insurers in settlement or satisfaction of Owner's Claims under the terms and conditions of Consultant's insurance policies applicable thereto (excluding fees, costs and expenses of investigation, claims adjustment, defense, and appeal). If no such insurance coverage is provided with respect to Owner's Claims, then the total liability, in the aggregate, of Consultant to Owner and anyone claiming by, through, or under Owner for any and all such uninsured Owner's claims shall not exceed \$250,000.00 per person or \$500,000.00 per incident with property damage liability limited to \$100,000.00 per incident.

ARTICLE VI FEDERAL AND STATE PROVISIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

- (1) **Compliance with Regulations:** Consultant shall comply with the Regulations relative to nondiscrimination in Federally-assisted programs of the Department of Transportation (hereinafter, “DOT”) Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.
- (2) **Nondiscrimination:** Consultant, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. ADP shall not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.
- (3) **Solicitations for Subcontractors, Including Procurements of Materials and Equipment:** In all solicitations either by competitive bidding or negotiation made by Consultant for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by Consultant of Consultant’s obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.
- (4) **Information and Reports:** Consultant shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts other sources of information, and its facilities as may be determined by Client to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of Consultant is in the exclusive possession of another who fails or refuses to furnish this information Consultant shall so certify to Client, as appropriate, and shall set forth what efforts it has made to obtain the information.
- (5) **Sanctions for Noncompliance:** In the event of Consultant’s noncompliance with the nondiscrimination provisions of this contract, the Client shall impose such contract sanctions as it may determine to be appropriate, including but not limited to:
 - a. Withholding of payments to the Consultant under the contract until the Consultant complies, and / or
 - b. Cancellation, termination or suspension of the contract in whole or in part.
- (6) **Incorporation of Provisions:** Consultant shall include the provisions of paragraphs (1) through (6) in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directive issued pursuant thereto. Consultant shall take such action with respect to any subcontract or procurement as Client may direct as a means of enforcing such provisions including sanctions for non-compliance: Provided, however, that in the event a Consultant becomes involved in, or is threatened with litigation with a subcontractor or supplier as a result of such direction, the Consultant may request Client to enter into such litigation to protect the interests of Client and in addition, Consultant may request the United States to enter into such litigation to protect the interests of the United States.

ARTICLE VII GENERAL PROVISIONS

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

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

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

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

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

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

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

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

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

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

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

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

7.7 VENUE. For the purpose of determining place of Agreement and the law governing the same, this Agreement is entered into in the City and County of El Paso, the State of Texas, and

shall be governed by the laws of the State of Texas. Venue shall be in the County of El Paso, Texas.

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

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

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

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

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

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

To the Consultant: Arcadis U.S., Inc.
 Attn: Joel Mora, P.E. Program Manager
 401 E. Main Suite 400
 El Paso, TX 79901

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

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

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

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


not discriminate during the term of this Agreement against a firearm entity or firearm trade association.

WITNESS THE FOLLOWING SIGNATURES AND/OR SEALS:

CITY OF EL PASO:

Tomás González
City Manager

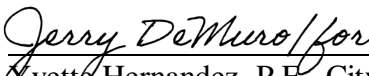
APPROVED AS TO FORM:



Roberta Brito
Assistant City Attorney

APPROVED AS TO CONTENT:

Assistant Director Capital Improvement



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 _____, 2022,
by **Tomás González**, as **City Manager** of the **City of El Paso, Texas**.

Notary Public, State of Texas

My commission expires:

(Signatures continue on following page)

CONSULTANT:
ARCADIS USA, INC.

By: Joel Mora, P.E.
Title: Program Manager

(Acknowledgment)

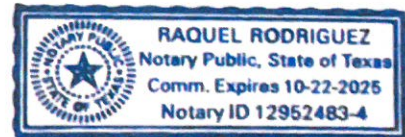
THE STATE OF TEXAS §
 §
COUNTY OF EL PASO §

This instrument was acknowledged before me on this 18 day of October, 2022,
by Joel Mora, as Program Manager of Arcadis USA, Inc..

Raquel Rodriguez
Notary Public, State of Texas

My commission expires:

10-22-2025



**ATTACHMENT “A”
SCOPE OF SERVICES**

ATTACHMENT "A"

SCOPE OF SERVICES

The contracts will be used for miscellaneous assignments on an on-call basis. Services to be included:

- Planning
- Permitting
- Environmental Sampling and Testing
- Geologic and Hydrogeologic Field Investigations
- Environmental Assessments
- Regulatory Coordination and Negotiations
- Reporting and Preparation of Plans and Specifications
- Bid Support and Construction Administration
- Historical, Archeological Services
- Analytical and Laboratory Testing

Products required to include:

- Reports/Studies
- Plans, specifications, estimates
- Permitting Documents

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

REGULATORY COODINATION AND NEGOTIATION

The consultant may be required to interface, coordinate, and negotiate with regulatory authorities on behalf of the City including but not limited to the US Army Corps of Engineers, US Environmental Protection Agency, US Fish and Wildlife Service, Texas Historical Commission, Texas Department of State Health Services, and the Texas Commission on Environmental Quality.

PETROLEUM STORAGE TANK (PST) AND LEAKING PETROLEUM STORAGE TANK (LPST) SITES

The consultant may be required to conduct the removal or abandonment of PST facilities on City properties in accordance with Texas Commission on Environmental Quality (TCEQ) requirements; therefore, the consultant may be required to obtain the services of a Registered Underground Storage Tank (UST) contractor. The consultant may be required to conduct all phases of assessment or corrective action at LPST sites and shall maintain registration as a LPST Correction Action Specialist (CAS) as well as provide a registered LPST Corrective Action Project Manager (CAPM) in accordance with Title 30, Texas Administrative Code, Chapter 334, Subchapter J. LPST assessments may require the drilling and installation of groundwater monitoring wells by a licensed environmental driller and the collection of soil and groundwater samples for analysis by an analytical laboratory.

ASBESTOS

The consultant must have appropriate knowledge and understanding of federal and state regulations governing the management of regulated asbestos containing materials (RACM). The consultant may be required to perform asbestos surveys, prepare abatement project specifications, and provide air monitoring for abatement activities.

MOLD

The consultant must have the appropriate knowledge and understanding of federal and state regulations governing the management of mold assessment and remediation. The consultant may be required to perform mold surveys, prepare mold remediation project specifications, and provide air monitoring for mold remediation activities.

HAZARDOUS BUILDING MATERIALS

The consultant shall have the appropriate knowledge and understanding to identify, characterize, and properly dispose of potentially hazardous building materials including but not limited to mercury switches, and PCB – containing light ballasts/electrical equipment.

LEAD-BASED PAINT

The consultant shall have the appropriate knowledge and understanding of federal and state regulations governing the management of lead-based paint. The consultant may be required to perform lead-based paint assessments, develop abatement plans and manage abatement activities.

NATIONAL ENVIRONMENTAL POLICY ACT DOCUMENTATION

National Environmental Policy Act (NEPA) documentation as necessary for federally funded projects, including but not limited to roadways, bridges, transit facilities, and airport amenities. The consultant may be required to prepare environmental assessments, environmental impact statements, or other NEPA documentation for these types of projects. The consultant shall have a range of staff capable of identifying and assessing the impacts of capital projects, developing impact mitigation measures, performing biological surveys, archaeological surveys, and other environmental assessment activities required during the preparation of NEPA documentation.

ARCHAEOLOGICAL INVESTIGATIONS

The consultant must have the appropriate knowledge and expertise to perform archaeological investigations including records research, field reconnaissance, pedestrian surveys, National Register Testing, other assessment, and mitigation. In addition, the work may include providing an Archaeological Monitor to be present on-site during construction activities to monitor excavations to determine archaeological significance. All activities shall comply with the National Historic Preservation Act of 1966, as amended, and with the Texas Historical Commission requirements.

HAZARDOUS WASTE MANAGEMENT

The consultant must have knowledge of the federal (40 CFR, Chapter I, Parts 265 to 299) and state (30 TAC chapter 335) environmental regulations governing the management of industrial solid waste and municipal hazardous waste. The consultant may be required to provide the following types of hazardous waste management services:

- Prepare annual waste reports
- Provide training to City of El Paso staff regarding hazardous waste management activities
- Assist the City of El Paso in the classification and proper disposal of hazardous waste

AIR QUALITY MONITORING, TESTING, AND PERMITTING

The consultant must have knowledge of applicable air quality regulations, testing protocols, and permitting support/reporting. The consultant may be required to perform air monitoring, and identifying and developing measures and strategies to reduce air emissions from City facilities

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

ATTACHMENT "B"



Design & Consultancy
for natural and
built assets

<u>LABOR</u>	<u>2022</u>	<u>2023</u>	<u>2024</u>
Principal Program Mgr / Vice President	\$ 301.50	\$ 316.57	\$ 332.40
Technical Expert	\$ 303.88	\$ 319.07	\$ 335.03
Senior Project Mgr	\$ 211.82	\$ 222.41	\$ 233.53
Project Manager	\$ 174.04	\$ 182.74	\$ 191.88
Principal Engineer	\$ 214.97	\$ 225.72	\$ 237.01
Principal Scientist	\$ 214.94	\$ 225.69	\$ 236.97
Senior Engineer	\$ 172.43	\$ 181.06	\$ 190.11
Senior Scientist	\$ 170.33	\$ 178.85	\$ 187.79
Project Engineer	\$ 149.34	\$ 156.81	\$ 164.65
Project Scientist	\$ 137.29	\$ 144.15	\$ 151.36
Staff Engineer	\$ 112.56	\$ 118.18	\$ 124.09
Staff Scientist	\$ 119.73	\$ 125.71	\$ 132.00
Engineer 2	\$ 98.64	\$ 103.58	\$ 108.76
Scientist 2	\$ 97.69	\$ 102.57	\$ 107.70
Junior Engineer	\$ 87.86	\$ 92.25	\$ 96.86
Junior Scientist	\$ 86.25	\$ 90.56	\$ 95.09
Field Tech 7	\$ 132.40	\$ 139.02	\$ 145.97
Field Tech 6	\$ 114.01	\$ 119.71	\$ 125.69
Field Tech 5	\$ 93.64	\$ 98.32	\$ 103.23
Field Tech 4	\$ 84.80	\$ 89.04	\$ 93.49
Field Tech 3	\$ 71.60	\$ 75.18	\$ 78.93
GIS Analyst 3	\$ 171.35	\$ 179.92	\$ 188.92
GIS Analyst 2	\$ 152.53	\$ 160.15	\$ 168.16
GIS Analyst 1	\$ 124.89	\$ 131.13	\$ 137.69
GIS Specialist 2	\$ 97.22	\$ 102.08	\$ 107.19
GIS Specialist 1	\$ 90.92	\$ 95.46	\$ 100.24
CADD Drafter 5	\$ 127.67	\$ 134.06	\$ 140.76
CADD Drafter 4	\$ 112.18	\$ 117.79	\$ 123.68
CADD Drafter 3	\$ 94.44	\$ 99.16	\$ 104.12
CADD Drafter 2	\$ 75.71	\$ 79.49	\$ 83.47
CADD Drafter 1	\$ 90.55	\$ 95.07	\$ 99.83
Administrative Assistant	\$ 96.64	\$ 101.47	\$ 106.54
Word Processing	\$ 77.99	\$ 81.89	\$ 85.99
Clerical	\$ 72.06	\$ 75.66	\$ 79.45

<u>SUBCONTRACTOR AND EXPENSES</u>	
Personal Vehicle Mileage	Current GSA rate (\$0.625/mile for 2022)
Subcontractor	Cost + 10%
Equipment Rentals	Cost + 10%
Reproduction	Cost + 10%
Shipping	Cost + 10%
Field Supplies	Cost + 10%
Miscellaneous Supplies	Cost + 10%
Materials	Cost + 10%
Travel Costs	Cost + 10%

ATTACHMENT “C”
CONSULTANT’S BASIC AND ADDITIONAL SERVICES

Each individual Task Order will identify the “**Project**”, and the Consultant shall provide the Basic and Additional Services as noted herein.

BASIC SERVICES OF THE CONSULTANT

GENERAL

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

REPORT PHASE

1. Upon receipt of the Owner’s written authorization to proceed with the **Report Phase**, the Consultant shall:
 - a. Consult with the Owner to determine the requirements of the Project and together with the Owner develop a mutually acceptable scope for the Project.
 - b. Provide preliminary investigations, studies, topographic surveys including ties to known monuments of right-of-way lines, general supervision of any other services obtained as described in Part 1.c. of this section and interpreting or incorporating results of any such services for inclusion in the Preliminary Study and Report referred to in Part 1.d. of this section.
 - c. (1) Provide consultation and advice as to the necessity of providing or obtaining other services such as: (a) Property surveys, boundary surveys, right-of-way surveys, and utility surveys, (b) Core borings, probings, and hydrographic surveys, (c) Laboratory testing, and (d) Inspection or other special consultation; (2) Act as the Owner's representative in connection with such services; and (3) If concurred with and authorized by the Owner, provide, procure, or assist in procuring such Additional Services.

ATTACHMENT “C”
CONSULTANT’S BASIC AND ADDITIONAL SERVICES

- d.** Prepare a Preliminary Study and Report on the Project based on the mutually accepted program in sufficient detail to indicate clearly the problems involved and the alternative solutions available to the Owner, to include schematic layouts, sketches, flow diagrams and reports of studies, and a general opinion of probable construction costs for such of the above listed improvements to be included in the Project, and to set forth the Consultant’s recommendations.
 - e.** As per Attachment “D”, furnish the Preliminary Study and Report and a general opinion of probable construction cost opinion to the Owner.
- 2.** Upon receipt of the Preliminary Study and Report and before the Consultant is authorized to proceed with the Preliminary Design Phase, the Owner at its option may designate in writing various construction contracts into which the Project shall be divided, each of which may include one or more of the above listed improvements to be constructed. If the Owner designates various construction contracts into which the Project is to be divided, the Consultant shall thereafter treat each construction contract as a separate Project under this Agreement. Each construction contract shall be separately bid and the Consultant shall prepare separate preliminary design, and final design drawings, specifications, proposal forms, notices to bidders, construction contract documents, and other required documents for each construction contract.
- 3.** As identified in the Scope of Work in Attachment “A”, the Consultant shall investigate the extent and character of any potential soil or water contamination on the properties identified in the Scope of Work, conduct asbestos investigations, environmental site assessments, and provide other environmental engineering services as required and authorized. Services not included in the original scope of work shall be considered Additional Services. The Consultant shall perform such professional services as may be necessary to accomplish the work required to be performed under this Agreement, in accordance with this Agreement, applicable Texas Commission on Environmental Quality and Texas Department of State Health Services Regulations, and any and all applicable state, federal and local laws. The Consultant shall develop an Investigation Plan for the identified properties. Upon approval of the Investigation Plan by the City, the City shall arrange to issue a Notice to Proceed for the Consultant to proceed in relation to an identified property.

PHASE I - PRELIMINARY DESIGN PHASE

Upon receipt of the Owner’s written authorization to proceed with the **Preliminary Design Phase**, the Consultant shall do the following separately for each construction contract:

- 1.** Consult with the Owner to determine the Owner’s requirements for the Project.
- 2.** Provide at the Consultant’s sole expense right-of-way surveys, boundary surveys, topographic surveys, drainage surveys, and soil investigations as needed to design the

ATTACHMENT “C”
CONSULTANT’S BASIC AND ADDITIONAL SERVICES

Project and as required by the Scope of Work of the Agreement; obtain all available information from all utility companies and other affected agencies including, but not limited to, the Texas Department of Transportation and the U.S. Department of Interior, Bureau of Reclamation, as needed to complete the proper design. This does not, however, include property surveys and legal descriptions as needed to acquire additional right-of-way or additional property.

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

ATTACHMENT “C”
CONSULTANT’S BASIC AND ADDITIONAL SERVICES

PHASE II - PRE-FINAL DESIGN PHASE

Upon receipt of the Owner’s written authorization to proceed with the Pre-Final Design Phase, the Consultant shall do the following separately for each construction contract:

1. Prepare required documents and assist the Owner in obtaining approval of such governmental authorities as may have jurisdiction over the design criteria applicable to each construction contract. The Consultant’s assistance in obtaining such approvals shall include participation in submissions to and negotiations with the appropriate authorities. The Consultant shall be fully responsible for coordination with all utility companies to resolve conflicts pertaining to location of utility lines and shall exercise customary and usual professional care for obtaining utility clearances. Since some utility locations may not be recorded or mapped, additional efforts to locate utilities maybe required as an additional service upon written approval of the Owner.
2. On the basis of the approved preliminary design documents and subject to approval of design criteria, prepare for incorporation in the construction contract documents detailed drawings and plans, hereinafter called the **“Drawings,”** to show the character and scope of the work to be performed by construction contractors on each construction contract, instructions to bidders, general conditions, special conditions, and technical provisions, hereinafter called **“Specifications.”** These plans shall include the required cross sections from actual fieldwork for estimated earthwork quantities.
3. Advise the Owner of any adjustment to the Consultant’s previous opinion of probable construction costs for each construction contract caused by changes in scope, design requirements, general market conditions, or construction costs and furnish a revised opinion of probable construction costs, based on the completed Drawings and Specifications. The Consultant expressly authorizes any person designated by the Owner to review at any time prior to the Bidding Phase any opinion of probable construction costs made by the Consultant. The Consultant agrees to cooperate fully in such review, and shall furnish the access to all pertinent information upon which the Consultant’s cost opinions were based. In addition, detailed estimates to include orderly presented takeoff sheets, summary and main summary sheets are to be provided to the Owner. Nothing in this provision shall be construed as limiting or waiving the right of the Owner to obtain such information at any other time, or as relieving the Consultant of the responsibility of preparing opinions of probable construction costs. The Owner understands that the Consultant has no control over the cost of availability of labor, equipment, market conditions, or the contractor’s method of pricing and that the Consultant’s opinion of probable construction costs are made on the basis of professional judgment and experience. The Consultant makes no warranty that the bids will not vary from the opinion of probable construction costs.
4. Prepare proposal forms.

ATTACHMENT “C”
CONSULTANT’S BASIC AND ADDITIONAL SERVICES

5. As per **Attachment “D”**, furnish to the Owner copies of the Drawings for review by the Owner, other governmental authorities, and the public utilities. If the Drawings are not approved by the Owner, the Consultant shall furnish copies of the resubmitted Drawings at no additional cost to the Owner. Furnish to the Owner copies of the Specifications and copies of the design analysis showing all engineering calculations for review by the Owner, other governmental authorities who may have jurisdiction over each construction contract, and the public utilities.

PHASE III - FINAL DESIGN PHASE

Upon receipt of the Owner’s written authorization to proceed with the Final Design Phase, the Consultant shall do the following separately for each construction contract:

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

ATTACHMENT “C”
CONSULTANT’S BASIC AND ADDITIONAL SERVICES

BIDDING PHASE

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

1. Assist the Owner in the determination of the bidding period and bid date and provide necessary data for preparation of the notice to bidders by the Owner as required for advertising purposes.
2. Assist the Owner in responding to all questions from prospective bidders concerning the Drawings and Specifications.
3. Attend a pre-bid conference, if any, to explain the Project and to answer questions regarding the Project.
4. Prepare addenda to the Drawings and Specifications as may be required during the advertising period. Any addenda issued shall be approved by all agencies having approval authority over the Drawings and Specifications. As per Attachment “D”, deliver copies of all addenda to the Owner for appropriate action.
5. As identified in Attachment “A”, assist the Owner in evaluating bids, including obtaining and providing to the Owner reasonably available information as to the quality, ability, and performance record of the three lowest responsible bidders or assist the Owner in rating all bidders using Best Value Evaluation Criteria provided by the Owner, including obtaining and providing to the Owner reasonably available information as to the quality, ability, and performance record of the bidders. If Best Value Evaluation Criteria are required after the consulting fees have been negotiated and accepted, Consultant may request Additional Services fees.
6. Advise the Owner concerning the acceptability of subcontractors and other persons and organizations proposed by the general construction contractor for those portions of the work for which such acceptability is required by the construction contract documents.

CONSTRUCTION PHASE

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

1. Attend the pre-construction conference to assist the Owner in responding to all questions from the construction contractor.
2. Advise and consult with the Owner and act as the Owner’s representative as provided in the general conditions of the Agreement included in the construction contract. Such general conditions shall be the Owner’s standard general conditions for construction projects, with

ATTACHMENT “C”
CONSULTANT’S BASIC AND ADDITIONAL SERVICES

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

ATTACHMENT "C"
CONSULTANT'S BASIC AND ADDITIONAL SERVICES

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,

ATTACHMENT “C”
CONSULTANT’S BASIC AND ADDITIONAL SERVICES

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

ATTACHMENT “C”
CONSULTANT’S BASIC AND ADDITIONAL SERVICES

construction contractor’s default under the construction contract due to delinquency or insolvency.

24. Provide extensive assistance in the initial start-up and test operation of equipment or devices and the preparation of manuals of operation and maintenance.
25. Serve as an expert witness for the Owner in any litigation or other proceeding involving the Project.

ADDITIONAL SERVICES OF THE CONSULTANT

GENERAL

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

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

ATTACHMENT “C”
CONSULTANT’S BASIC AND ADDITIONAL SERVICES

RESIDENT PROJECT SERVICES

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

**ATTACHMENT “D”
PAYMENT AND DELIVERABLE SCHEDULES**

PAYMENT SCHEDULE

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

Fixed fee Payment to Consultant

Report Phase	To be determined by Task Order
Preliminary Design Phase	To be determined by Task Order
Pre-Final Design Phase	To be determined by Task Order
Final Design Phase	To be determined by Task Order
Bidding Phase	To be determined by Task Order
Construction Phase	To be determined by Task Order

Time and materials shall be billed to Owner by Consultant pursuant to the schedule provided in the consultant’s proposal found in **Attachment “B”**. The time shown in **Attachment “B”** is an estimate. Should the services rendered during the bidding and construction phases exceed the estimated amount, written authorization will be required prior to rendering services. Written authorization shall be only by contract amendment in accordance with the contract provisions. For contracts with a total value less than Fifty Thousand and No/100 Dollars (\$50,000), the parties agree that at no time may the amount of the compensation under this contract exceed Fifty Thousand and No/100 Dollars (\$50,000) except by execution of an amendment to this Agreement.

Payment for each Phase shall be made on a monthly basis. The Owner shall make payments upon presentation of the Consultant’s detailed Invoice and a Consulting Summary and Progress Report and the Owner’s written approval.

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

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

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

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

ATTACHMENT “D” PAYMENT AND DELIVERABLE SCHEDULES

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

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

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

DELIVERABLE SCHEDULE

REPORT PHASE

The services called for in the Report Phase of this Agreement shall be completed and **5 copies** of the Preliminary Study and Report shall be submitted within the time frame set forth in the written authorization from the Owner for the Consultant to proceed.

PHASE I—PRELIMINARY DESIGN PHASE

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

PHASE II—PRE-FINAL DESIGN PHASE

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

PHASE III—FINAL DESIGN PHASE

The services called for in **Phase III** of this Agreement shall be completed and **10 copies** of final design Drawings and Specifications for review and approval prior to the reproduction for bidding purposes shall be submitted within the time frame set forth in the written authorization from the Owner for the Consultant to proceed. After review, the Consultant shall submit to Owner **3 copies** of the final revised design documents and specifications for final check. Upon the approval of the final design documents, the Consultant shall furnish **10 copies** of the final design documents and specifications for bidding to the Owner within the time frame set forth in the written authorization from the Owner for the Consultant to proceed.

**ATTACHMENT “D”
PAYMENT AND DELIVERABLE SCHEDULES**

PHASE IV—BIDDING PHASE

Provide services as authorized by Owner during the bid phase as described in Attachment “C” and submit **1 copy** of all addenda to the Owner for appropriate action within **2 consecutive calendar days**.

PHASE V - CONSTRUCTION PHASE

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

ATTACHMENT “E”
Insurance



CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)
10/03/2022

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

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

PRODUCER Aon Risk Services South, Inc. Franklin TN Office 501 Corporate Centre Drive Suite 300 Franklin TN 37067 USA	CONTACT NAME:	
	PHONE (A/C. No. Ext): (866) 283-7122	FAX (A/C. No.): 800-363-0105
	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	NAIC #
INSURED Arcadis U.S., Inc. 630 Plaza Drive Suite 200 Highlands Ranch CO 80129 USA	INSURER A: Hartford Fire Insurance Co.	19682
	INSURER B: Hartford Accident & Indemnity Company	22357
	INSURER C: Twin City Fire Insurance Company	29459
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES**CERTIFICATE NUMBER:** 570095845366**REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

Limits shown are as requested

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY			20ECSOL5318 SIR applies per policy terms & conditions	10/01/2022	10/01/2023	EACH OCCURRENCE	\$1,000,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR		DAMAGE TO RENTED PREMISES (Ea occurrence)				\$1,000,000	
	<input checked="" type="checkbox"/> Contractual Liability		MED EXP (Any one person)				\$10,000	
	GEN'L AGGREGATE LIMIT APPLIES PER:						PERSONAL & ADV INJURY	\$1,000,000
	<input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC						GENERAL AGGREGATE	\$2,000,000
	OTHER:						PRODUCTS - COMP/OP AGG	\$2,000,000
A	AUTOMOBILE LIABILITY			20 UEN OL5319	10/01/2022	10/01/2023	COMBINED SINGLE LIMIT (Ea accident)	\$1,000,000
	<input checked="" type="checkbox"/> ANY AUTO		BODILY INJURY (Per person)					
	<input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY		BODILY INJURY (Per accident)					
			PROPERTY DAMAGE (Per accident)					
	UMBRELLA LIAB						EACH OCCURRENCE	
	EXCESS LIAB						AGGREGATE	
	<input type="checkbox"/> DED <input type="checkbox"/> RETENTION							
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			20WNOL5323	10/01/2022	10/01/2023	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER	
C	ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	<input checked="" type="checkbox"/> Y <input type="checkbox"/> N	N/A	AOS	10/01/2022	10/01/2023	E.L. EACH ACCIDENT	\$1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below			20WPROL5321	10/01/2022	10/01/2023	E.L. DISEASE-EA EMPLOYEE	\$1,000,000
				MA, WI			E.L. DISEASE-POLICY LIMIT	\$1,000,000

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

RE: Project No. 30146308 IND Number, On-Call Contact City of El Paso, 2022-0925R On-Call Professional Services - Environmental. The Owner is included as Additional Insured in accordance with the policy provisions of the General Liability and Automobile Liability policies.

CERTIFICATE HOLDER**CANCELLATION**

City of El Paso Attn: Capital Improvement Department 218 N. Campbell Street El Paso TX 79901 USA	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE <i>Aon Risk Services South Inc.</i>

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Holder Identifier : AB

Certificate No : 570095845366

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS - SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location(s) Of Covered Operations
Blanket, as required by written contract.	All locations where required by written contract.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

- C. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or

2. Available under the applicable Limits of Insurance shown in the Declarations;
whichever is less.

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

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS - COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location And Description Of Completed Operations
Blanket, as required by written contract.	All locations where required by written contract.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the Schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to Section III – Limits Of Insurance:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

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



CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)
10/03/2022

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

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

PRODUCER Aon Risk Services South, Inc. Franklin TN Office 501 Corporate Centre Drive Suite 300 Franklin TN 37067 USA	CONTACT NAME:	
	PHONE (A/C. No. Ext): (866) 283-7122	FAX (A/C. No.): (800) 363-0105
INSURED Arcadis U.S., Inc. 630 Plaza Drive Suite 200 Highlands Ranch CO 80129 USA	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	
	NAIC #	
	INSURER A: Indian Harbor Insurance Company	
	INSURER B:	
	INSURER C:	
INSURER D:		
INSURER E:		
INSURER F:		

COVERAGES **CERTIFICATE NUMBER:** 570095845755 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	Limits shown as requested	
	COMMERCIAL GENERAL LIABILITY						LIMITS	
	<input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR						EACH OCCURRENCE	
							DAMAGE TO RENTED PREMISES (Ea occurrence)	
							MED EXP (Any one person)	
							PERSONAL & ADV INJURY	
							GENERAL AGGREGATE	
							PRODUCTS - COMP/OP AGG	
	GEN'L AGGREGATE LIMIT APPLIES PER:							
	<input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC							
	OTHER:							
	AUTOMOBILE LIABILITY						LIMITS	
	<input type="checkbox"/> ANY AUTO						COMBINED SINGLE LIMIT (Ea accident)	
	<input type="checkbox"/> OWNED AUTOS ONLY	<input type="checkbox"/> SCHEDULED AUTOS					BODILY INJURY (Per person)	
	<input type="checkbox"/> HIRED AUTOS ONLY	<input type="checkbox"/> NON-OWNED AUTOS ONLY					BODILY INJURY (Per accident)	
							PROPERTY DAMAGE (Per accident)	
	UMBRELLA LIAB	<input type="checkbox"/> OCCUR					EACH OCCURRENCE	
	EXCESS LIAB	<input type="checkbox"/> CLAIMS-MADE					AGGREGATE	
	<input type="checkbox"/> DED <input type="checkbox"/> RETENTION							
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						LIMITS	
	ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER (Mandatory in NH)	<input type="checkbox"/> Y / N	N / A				PER STATUTE <input type="checkbox"/> OTH-ER	
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. EACH ACCIDENT	
							E.L. DISEASE-EA EMPLOYEE	
							E.L. DISEASE-POLICY LIMIT	
A	Env Contr Poll			US00101061E022A Professional & Pollution SIR applies per policy terms & conditions	06/01/2022	06/01/2023	Each Claim	\$1,000,000
							Annual Aggregate	\$1,000,000

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

For Professional Liability and Pollution Liability coverage, the Aggregate Limit is the total insurance available for claims presented within the policy period for all operations of the insured. The Limit will be reduced by payments of indemnity and expense. RE: Project No. 30146308 IND Number, on-call Contact City of El Paso, 2022-0925R on-call Professional Services - Environmental.

CERTIFICATE HOLDER	CANCELLATION
City of El Paso Attn: Capital Improvement Department 218 N. Campbell Street El Paso TX 79901 USA	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE <i>Aon Risk Services South Inc.</i>





AGENCY CUSTOMER ID: 570000005571

LOC #:

ADDITIONAL REMARKS SCHEDULE

Page _ of _

AGENCY Aon Risk Services South, Inc.		NAMED INSURED Arcadis U.S., Inc.	
POLICY NUMBER See Certificate Number: 570095845826		EFFECTIVE DATE:	
CARRIER See Certificate Number: 570095845826	NAIC CODE		

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: ACORD 24 **FORM TITLE:** Certificate of Property Insurance

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER	
INSURER	
INSURER	
INSURER	

ADDITIONAL POLICIES

If a policy below does not include limit information, refer to the corresponding policy on the ACORD certificate form for policy limits.

INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	COVERED PROPERTY	LIMITS
A	PROPERTY	ITC100065126421	10/01/2021	10/01/2022	VP Deductible	\$10,000
					Earthquake	\$10,000,000
					Flood	\$10,000,000
					BI/EE	\$15,000,000
					Loss Limit	\$25,000,000

ATTACHMENT “F”

ATTACHMENT “F”

FEDERAL AVIATION ADMINISTRATION (FAA) CONTRACT PROVISIONS

In this Attachment “F”, the term “Contractor” shall refer to the “Consultant”, and the term “Airport Sponsor” shall refer to the “City”.

If there are any conflicts between the terms and conditions of Attachment “F” and Article VI of the Agreement, the terms and conditions of Attachment “F” will prevail.

A. GENERAL REQUIREMENT FOR CONTRACT

1. The contractor (including all subcontractors) are required to insert these contract provisions in each contract and subcontract, and further require that the clauses be included in all subcontracts;
2. The contractor (or subcontractor) is required to incorporate applicable requirements of these contract provisions by reference for work done under any purchase orders, rental agreements and other agreements for supplies or services;
3. The contractor is responsible for compliance with these contract provisions by any subcontractor, lower-tier subcontractor or service provider; and
4. The contractor (or subcontractor) shall not modify the provisions.

Subject to the applicability criteria noted in the specific contract provisions, these contract provisions apply to all work performed on the contract.

B. FAILURE TO COMPLY

Failure to comply with the terms of these contract provisions may be sufficient grounds to:

1. Withhold progress payments or final payment,
2. Terminate the contract,
3. Seek suspension/debarment, or
4. Any other action determined to be appropriate by the Airport Sponsor or the FAA.

C. CONTRACT PROVISIONS

1. ACCESS TO RECORDS AND REPORTS (all AIP-funded projects)

The Contractor must maintain an acceptable cost accounting system. The Contractor agrees to provide the Sponsor, the Federal Aviation Administration, and the Comptroller General of the United States or any of their duly authorized

representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to the specific contract for the purpose of making audit, examination, excerpts and transcriptions. The Contractor agrees to maintain all books, records and reports required under this contract for a period of not less than three years after the final payment is made and all pending matters are closed.

2. **BREACH OF CONTRACT TERMS** (all contracts that exceed the simplified acquisition threshold as fixed at 41 USC 403(11). This threshold is presently set at \$100,000.)

Any violation or breach of terms of this contract on the part of the contractor or its subcontractors may result in the suspension or termination of this contract or such other action that may be necessary to enforce the rights of the parties of this agreement. The duties and obligations imposed by the Contract Documents and the rights and remedies available thereunder are in addition to, and not a limitation of, any duties, obligations, rights and remedies otherwise imposed or available by law.

3. **BUY AMERICAN PREFERENCES** (all AIP-funded projects, if this professional services agreement includes any manufactured product as a deliverable.)

BUY AMERICAN CERTIFICATION

The contractor agrees to comply with 49 USC § 50101, which provides that Federal funds may not be obligated unless all steel and manufactured goods used in AIP-funded projects are produced in the United States, unless the FAA has issued a waiver for the product; the product is listed as an Excepted Article, Material Or Supply in Federal Acquisition Regulation subpart 25.108; or is included in the FAA Nationwide Buy American Waivers Issued list.

A bidder or offeror must submit the appropriate Buy America certification (below) with all bids or offers on AIP funded projects. Bids or offers that are not accompanied by a completed Buy America certification must be rejected as nonresponsive.

Type of Certification is based on Type of Project:

There are two types of Buy American certifications.

- For projects for a facility, the Certificate of Compliance Based on Total Facility (Terminal or Building Project) must be submitted.
- For all other projects, the Certificate of Compliance Based on Equipment and Materials Used on the Project (Non-building construction projects such as runway or roadway construction; or equipment acquisition projects) must be submitted.

Certificate of Buy American Compliance for Total Facility

(Buildings such as Terminal, SRE, ARFF, etc.)

As a matter of bid responsiveness, the bidder or offeror must complete, sign, date, and submit this certification statement with their proposal. The bidder or offeror must indicate how they intend to comply with 49 USC § 50101 by selecting one of the following certification statements. These statements are mutually exclusive. Bidder must select one or the other (i.e. not both) by inserting a checkmark (✓) or the letter "X".

☒ Bidder or offeror hereby certifies that it will comply with 49 USC. 50101 by:

- a. Only installing steel and manufactured products produced in the United States; or
- b. Installing manufactured products for which the FAA has issued a waiver as indicated by inclusion on the current FAA Nationwide Buy American Waivers Issued listing; or
- c. Installing products listed as an Excepted Article, Material or Supply in Federal Acquisition Regulation Subpart 25.108.

By selecting this certification statement, the bidder or offeror agrees:

1. To provide to the Owner evidence that documents the source and origin of the steel and manufactured product.
2. To faithfully comply with providing US domestic products
3. To refrain from seeking a waiver request after establishment of the contract, unless extenuating circumstances emerge that the FAA determines justified.

☐ The bidder or offeror hereby certifies it cannot comply with the 100% Buy American Preferences of 49 USC § 50101(a) but may qualify for either a Type 3 or Type 4 waiver under 49 USC § 50101(b). By selecting this certification statement, the apparent bidder or offeror with the apparent low bid agrees:

1. To the submit to the Owner within 15 calendar days of the bid opening, a formal waiver request and required documentation that support the type of waiver being requested.
2. That failure to submit the required documentation within the specified timeframe is cause for a non-responsive determination may results in rejection of the proposal.
3. To faithfully comply with providing US domestic products at or above the approved US domestic content percentage as approved by the FAA.

4. To furnish US domestic product for any waiver request that the FAA rejects.
5. To refrain from seeking a waiver request after establishment of the contract, unless extenuating circumstances emerge that the FAA determines justified.

Required Documentation

Type 3 Waiver - The cost of components and subcomponents produced in the United States is more than 60% of the cost of all components and subcomponents of the "facility". The required documentation for a type 3 waiver is:

- a. Listing of all manufactured products that are not comprised of 100% US domestic content (Excludes products listed on the FAA Nationwide Buy American Waivers Issued listing and products excluded by Federal Acquisition Regulation Subpart 25.108; products of unknown origin must be considered as non-domestic products in their entirety)
- b. Cost of non-domestic components and subcomponents, excluding labor costs associated with final assembly and installation at project location.
- c. Percentage of non-domestic component and subcomponent cost as compared to total "facility" component and subcomponent costs, excluding labor costs associated with final assembly and installation at project location.

Type 4 Waiver – Total cost of project using US domestic source product exceeds the total project cost using non-domestic product by 25%. The required documentation for a type 4 of waiver is:

- a. Detailed cost information for total project using US domestic product
- b. Detailed cost information for total project using non-domestic product

False Statements: Per 49 USC § 47126, this certification concerns a matter within the jurisdiction of the Federal Aviation Administration and the making of a false, fictitious or fraudulent certification may render the maker subject to prosecution under Title 18, United States Code.

10 / 18 / 2022

Date

Signature

Arcadis U.S., Inc.

Company Name

Program Manager

Title

* * * * *

Certificate of Buy American Compliance for Manufactured Products

(Non-building construction projects, equipment acquisition projects)

As a matter of bid responsiveness, the bidder or offeror must complete, sign, date, and submit this certification statement with their proposal. The bidder or offeror must indicate how they intend to comply with 49 USC § 50101 by selecting one on the following certification statements. These statements are mutually exclusive. Bidder must select one or the other (not both) by inserting a checkmark (✓) or the letter "X".

☒ Bidder or offeror hereby certifies that it will comply with 49 USC § 50101 by:

- a. Only installing steel and manufactured products produced in the United States, or;
- b. Installing manufactured products for which the FAA has issued a waiver as indicated by inclusion on the current FAA Nationwide Buy American Waivers Issued listing, or;
- c. Installing products listed as an Excepted Article, Material or Supply in Federal Acquisition Regulation Subpart 25.108.

By selecting this certification statement, the bidder or offeror agrees:

1. To provide to the Owner evidence that documents the source and origin of the steel and manufactured product.
2. To faithfully comply with providing US domestic product
3. To furnish US domestic product for any waiver request that the FAA rejects
4. To refrain from seeking a waiver request after establishment of the contract, unless extenuating circumstances emerge that the FAA determines justified.

☐ The bidder or offeror hereby certifies it cannot comply with the 100% Buy American Preferences of 49 USC § 50101(a) but may qualify for either a Type 3 or Type 4 waiver under 49 USC § 50101(b). By selecting this certification statement, the apparent bidder or offeror with the apparent low bid agrees:

1. To the submit to the Owner within 15 calendar days of the bid opening, a formal waiver request and required documentation that support the type of waiver being requested.
2. That failure to submit the required documentation within the specified timeframe is cause for a non-responsive determination may result in rejection of the proposal.

3. To faithfully comply with providing US domestic products at or above the approved US domestic content percentage as approved by the FAA.
4. To refrain from seeking a waiver request after establishment of the contract, unless extenuating circumstances emerge that the FAA determines justified.

Required Documentation

Type 3 Waiver - The cost of the item components and subcomponents produced in the United States is more than 60% of the cost of all components and subcomponents of the "item". The required documentation for a type 3 waiver is:

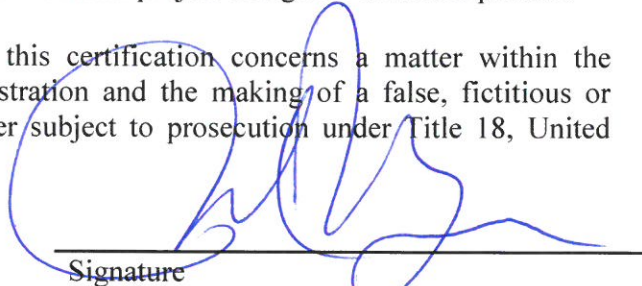
- a. Listing of all product components and subcomponents that are not comprised of 100% US domestic content (Excludes products listed on the FAA Nationwide Buy American Waivers Issued listing and products excluded by Federal Acquisition Regulation Subpart 25.108; products of unknown origin must be considered as non-domestic products in their entirety)
- b. Cost of non-domestic components and subcomponents, excluding labor costs associated with final assembly at place of manufacture.
- c. Percentage of non-domestic component and subcomponent cost as compared to total "item" component and subcomponent costs, excluding labor costs associated with final assembly at place of manufacture.

Type 4 Waiver – Total cost of project using US domestic source product exceeds the total project cost using non-domestic product by 25%. The required documentation for a type 4 of waiver is:

- a. Detailed cost information for total project using US domestic product
- b. Detailed cost information for total project using non-domestic product

False Statements: Per 49 USC § 47126, this certification concerns a matter within the jurisdiction of the Federal Aviation Administration and the making of a false, fictitious or fraudulent certification may render the maker subject to prosecution under Title 18, United States Code.

10/18/2022
Date


Signature

Arcadis U.S., Inc.
Company Name

Program Manager
Title

4. **GENERAL CIVIL RIGHTS PROVISIONS (all contracts)**

The contractor agrees that it will comply with pertinent statutes, Executive Orders and such rules as are promulgated to ensure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or handicap be excluded from participating in any activity conducted with or benefiting from Federal assistance.

This provision binds the contractors from the bid solicitation period through the completion of the contract. This provision is in addition to that required of Title VI of the Civil Rights Act of 1964.

This provision also obligates the tenant/concessionaire/lessee or its transferee for the period during which Federal assistance is extended to the airport through the Airport Improvement Program, except where Federal assistance is to provide, or is in the form of personal property; real property or interest therein; structures or improvements thereon.

In these cases the provision obligates the party or any transferee for the longer of the following periods:

- a. The period during which the property is used by the airport sponsor or any transferee for a purpose for which Federal assistance is extended, or for another purpose involving the provision of similar services or benefits; or
- b. The period during which the airport sponsor or any transferee retains ownership or possession of the property.

5. **CIVIL RIGHTS-TITLE IV COMPLIANCE WITH NONDISCRIMINATION REQUIREMENTS (all AIP funded projects)**

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

1. **Compliance with Regulations:** The contractor (hereinafter includes consultants) will comply with the **Title VI List of Pertinent Nondiscrimination Statutes and Authorities**, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
2. **Non-discrimination:** The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.

3. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor's obligations under this contract and the Acts and the Regulations relative to Non-discrimination on the grounds of race, color, or national origin.
 4. **Information and Reports:** The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the sponsor or the Federal Aviation Administration to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the sponsor or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.
 5. **Sanctions for Noncompliance:** In the event of a contractor's noncompliance with the Non-discrimination provisions of this contract, the sponsor will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:
 - a. Withholding payments to the contractor under the contract until the contractor complies; and/or
 - b. Cancelling, terminating, or suspending a contract, in whole or in part.
 6. **Incorporation of Provisions:** The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with respect to any subcontractor or procurement as the sponsor or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the sponsor to enter into any litigation to protect the interests of the sponsor. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.
6. **CLEAN AIR AND WATER POLLUTION CONTROL** (all contracts that exceed \$100,000)

Contractors and subcontractors agree:

1. That any facility to be used in the performance of the contract or subcontract or to benefit from the contract is not listed on the Environmental Protection Agency (EPA) List of Violating Facilities;
2. To comply with all the requirements of Section 114 of the Clean Air Act, as amended, 42 U.S.C. 1857 et seq. and Section 308 of the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq. relating to inspection, monitoring, entry, reports, and information, as well as all other requirements specified in Section 114 and Section 308 of the Acts, respectively, and all other regulations and guidelines issued thereunder;
3. That, as a condition for the award of this contract, the contractor or subcontractor will notify the awarding official of the receipt of any communication from the EPA indicating that a facility to be used for the performance of or benefit from the contract is under consideration to be listed on the EPA List of Violating Facilities;
4. To include or cause to be included in any construction contract or subcontract which exceeds \$100,000 the aforementioned criteria and requirements.

7. CONTRACT WORKHOURS AND SAFETY STANDARDS ACT REQUIREMENTS (all contracts that exceed \$100,000)

1. Overtime Requirements.

No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic, including watchmen and guards, in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

2. Violation; Liability for Unpaid Wages; Liquidated Damages.

In the event of any violation of the clause set forth in paragraph (1) above, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph 1 above, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in

excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph 1 above.

3. Withholding for Unpaid Wages and Liquidated Damages.

The Federal Aviation Administration or the Sponsor shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any monies payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other Federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph 2 above.

4. Subcontractors.

The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraphs 1 through 4 and also a clause requiring the subcontractor to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs 1 through 4 of this section.

8. **CERTIFICATE REGARDING DEBARMENT AND SUSPENSION (BIDDER OR OFFEROR)** (all contracts that exceed \$25,000)

By submitting a bid/proposal under this solicitation, the bidder or offeror certifies that at the time the bidder or offeror submits its proposal that neither it nor its principals are presently debarred or suspended by any Federal department or agency from participation in this transaction.

9. **DISADVANTAGED BUSINESS ENTERPRISES** (all AIP-funded projects)

Contract Assurance (49 CFR § 26.13) - The contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy, as the recipient deems appropriate.

Prompt Payment (49 CFR §26.29)- The prime contractor agrees to pay each subcontractor under this prime contract for satisfactory performance of its contract no later than thirty (30) days from the receipt of each payment the prime contractor receives from the City. The prime contractor agrees further to return retainage payments to each subcontractor within thirty (30) days after the subcontractor's work is satisfactorily completed. Any delay or postponement of payment from the above referenced time frame

may occur only for good cause following written approval of the City. This clause applies to both DBE and non-DBE subcontractors.

10. FEDERAL FAIR LABOR STANDARDS ACT (FEDERAL MINIMUM WAGE) (all contracts)

All contracts and subcontracts that result from this solicitation incorporate the following provisions by reference, with the same force and effect as if given in full text. The contractor has full responsibility to monitor compliance to the referenced statute or regulation. The contractor must address any claims or disputes that pertain to a referenced requirement directly with the Federal Agency with enforcement responsibilities.

Requirement	Federal Agency with Enforcement Responsibilities
Federal Fair Labor Standards Act (29 USC 201)	U.S. Department of Labor – Wage and Hour Division

11. LOBBYING AND INFLUENCING FEDERAL EMPLOYEES (all AIP-funded projects)

The bidder or offeror certifies by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the bidder or offeror, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to

a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

12. OCCUPATIONAL SAFETY AND HEALTH ACT OF 1970 (all contracts)

All contracts and subcontracts that result from this solicitation incorporate the following provisions by reference, with the same force and effect as if given in full text. The contractor has full responsibility to monitor compliance to the referenced statute or regulation. The contractor must address any claims or disputes that pertain to a referenced requirement directly with the Federal Agency with enforcement responsibilities.

Requirement	Federal Agency with Enforcement Responsibilities
Occupational Safety and Health Act of 1970 (20 CFR Part 1910)	U.S. Department of Labor – Occupational Safety and Health Administration

13. RIGHTS TO INVENTIONS (all AIP-funded projects)

All rights to inventions and materials generated under this contract are subject to requirements and regulations issued by the FAA and the Sponsor of the Federal grant under which this contract is executed.

14. TERMINATION OF CONTRACT (contracts that exceed \$10,000)

1. The Sponsor may, by written notice, terminate this contract in whole or in part at any time, either for the Sponsor's convenience or because of failure to fulfill the contract obligations. Upon receipt of such notice services must be immediately discontinued (unless the notice directs otherwise) and all materials as may have been accumulated in performing this contract, whether completed or in progress, delivered to the Sponsor.
2. If the termination is for the convenience of the Sponsor, an equitable adjustment in the contract price will be made, but no amount will be allowed for anticipated profit on unperformed services.
3. If the termination is due to failure to fulfill the contractor's obligations, the Sponsor may take over the work and prosecute the same to completion by contract or otherwise. In such case, the contractor is liable to the Sponsor for any additional cost occasioned to the Sponsor thereby.
4. If, after notice of termination for failure to fulfill contract obligations, it is determined that the contractor had not so failed, the termination will be deemed

to have been effected for the convenience of the Sponsor. In such event, adjustment in the contract price will be made as provided in paragraph 2 of this clause.

5. The rights and remedies of the sponsor provided in this clause are in addition to any other rights and remedies provided by law or under this contract.

15. TRADE RESTRICTION CLAUSE (all AIP-funded projects)

The contractor or subcontractor, by submission of an offer and/or execution of a contract, certifies that it:

- a. is not owned or controlled by one or more citizens of a foreign country included in the list of countries that discriminate against U.S. firms published by the Office of the United States Trade Representative (USTR);
- b. has not knowingly entered into any contract or subcontract for this project with a person that is a citizen or national of a foreign country on said list, or is owned or controlled directly or indirectly by one or more citizens or nationals of a foreign country on said list;
- c. has not procured any product nor subcontracted for the supply of any product for use on the project that is produced in a foreign country on said list.

Unless the restrictions of this clause are waived by the Secretary of Transportation in accordance with 49 CFR 30.17, no contract shall be awarded to a contractor or subcontractor who is unable to certify to the above. If the contractor knowingly procures or subcontracts for the supply of any product or service of a foreign country on said list for use on the project, the Federal Aviation Administration may direct through the Sponsor cancellation of the contract at no cost to the Government.

Further, the contractor agrees that, if awarded a contract resulting from this solicitation, it will incorporate this provision for certification without modification in each contract and in all lower tier subcontracts. The contractor may rely on the certification of a prospective subcontractor unless it has knowledge that the certification is erroneous.

The contractor shall provide immediate written notice to the sponsor if the contractor learns that its certification or that of a subcontractor was erroneous when submitted or has become erroneous by reason of changed circumstances. The subcontractor agrees to provide written notice to the contractor if at any time it learns that its certification was erroneous by reason of changed circumstances.

This certification is a material representation of fact upon which reliance was placed when making the award. If it is later determined that the contractor or subcontractor knowingly rendered an erroneous certification, the Federal Aviation Administration may

THE STATE OF TEXAS)
)
COUNTY OF EL PASO)

ON-CALL
AGREEMENT FOR
PROFESSIONAL SERVICES

This Agreement is made this ____ day of _____, 2022 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 Souder, Miller & Associates, Inc., a Foreign For-Profit Corporation, hereinafter referred to as the “**Consultant**”.

WHEREAS, the Owner intends to engage the Consultant to perform professional environmental services on a task order basis through the use of task orders referencing this Agreement, the scope of which is further described in **Attachment “A”**; and

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

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

**ARTICLE I
ATTACHMENTS**

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

Attachment “A”	Scope of Services and Project Budget
Attachment “B”	Consultant’s Fee Proposal and Hourly Rates
Attachment “C”	Consultant’s Basic and Additional Services
Attachment “D”	Payment and Deliverable Schedules
Attachment “E”	Insurance Certificate
Attachment “F”	Federal Aviation Administration contract provisions for Airport Improvement Program Projects

**ARTICLE II
PROJECT**

2.1 The Owner hereby agrees to retain the Consultant and the Consultant agrees to perform on-call professional services on a Task Order basis. Each individual Task Order will identify the Project (“**Project**”) and the total compensation due to each Project. The Task Order for each Project shall include the Scope of Services described in **Attachment “A”**.

2.2 For each Project, the Consultant shall comply with the City of El Paso Capital Improvement Department Construction Document Guidelines in effect on the execution date of this

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

- 2.3** The Consultant shall serve as the Owner's professional representative in those phases of the Project to which this Agreement applies and shall give consultation and advice to the Owner during the performance of services.
- 2.4** The Owner shall provide all available information to the Consultant, as to the Owner's requirements for each construction contract. The Owner shall also provide to the Consultant, all known information pertinent to the Project site, including previous reports and other data relative to design, such as "as-built" drawings or physical conditions now existing at the Project site. In performing its services, the Consultant will be entitled to rely upon the accuracy of the Owner provided information.
- 2.5** The Owner hereby designates the City Engineer of the City of El Paso as the Owner's representative with respect to the professional services to be provided by the Consultant pursuant to this Agreement. The City Engineer shall have complete authority to transmit instructions, receive information, interpret and define Owner's policies, and decisions with respect to materials, equipment, elements, and systems pertinent to the work covered by this Agreement. City Engineer will render written decisions within a five (5) working days time period.

ARTICLE III CONSULTANT FEES AND PROJECT BUDGET

3.1 PAYMENT TO CONSULTANT. The Owner shall pay to the Consultant an amount not to exceed **\$300,000.00** for all basic services and reimbursables performed pursuant to this Agreement.

No services are being requested through this Agreement, nor shall any indebtedness accrue through the mere execution of this Agreement.

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

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

The parties agree and understand that all fees and compensation to the Consultant shall only become due and payable in accordance with the terms of this Agreement and the fees to be charged

for each Project shall be pursuant to the Consultant's fee proposal for such Basic and Additional Services at the rates which is attached hereto as **Attachment "B"**.

Payments to the Consultant shall be made pursuant to **Attachment "D"**.

3.2 CONSULTANT'S SERVICES. The Basic Services and Additional Services, if any, to be provided by the Consultant for this Agreement are attached hereto as **Attachment "C"**.

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

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

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

3.4 PROJECT CONSTRUCTION BUDGET. The Consultant acknowledges that the construction budget and a construction time for each Project will be identified in each Task Order.

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

ARTICLE IV PERIOD OF SERVICE AND TERMINATION

4.1 PERIOD OF SERVICE. The term of this Agreement shall be for a period not to exceed **two (2) years** from the date first shown above. The services called for by each Task Order shall begin upon the issuance of a Notice to Proceed from the City Engineer and shall continue through the completion of the construction of the Project, including any required extensions beyond the contract time for construction of the Project, as may be directed by the Owner.

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

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

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

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

this subsection, the Owner may withhold payments to the Consultant for the purpose of setoff until such time as the exact amount due the Consultant from the Owner is determined.

4.3.3 TERMINATION SHALL NOT BE CONSTRUED AS RELEASE.

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

ARTICLE V INSURANCE AND INDEMNIFICATION

5.1 INSURANCE. Consultant shall not commence work under this Agreement until the Consultant has obtained the required insurance and such insurance has been approved by the Owner. The Consultant shall maintain the required insurance throughout the term of this Agreement. Failure to maintain said insurance shall be considered a material breach of this Agreement.

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

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

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

- a) **COMMERCIAL GENERAL LIABILITY**
 - \$1,000,000.00 Per Occurrence
 - \$2,000,000.00 General Aggregate
 - \$2,000,000.00 Products/Completed Operations Aggregate
 - \$1,000,000.00 Personal and Advertising Injury

Personal Injury or Death & Property Damage

\$1,000,000.00 per occurrence combined single limit for bodily injury and property damage.

General Aggregate

\$1,000,000.00
\$1,000,000.00 per occurrence

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

5.1.3 PROFESSIONAL LIABILITY INSURANCE. The Consultant shall procure and shall maintain, at the Consultant's sole expense, Professional Liability Insurance for the benefit of the Owner to cover the errors and omissions of the Consultant, its principals or officers, agents or employees in the performance of this Agreement with a limit of ONE MILLION AND 00/100 DOLLARS (\$1,000,000.00) on a claims made basis.

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

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

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

Further, all policies shall provide either in the policy itself and reflected on the certificate of insurance or through an endorsement attached to the policy, that the insurance cannot be canceled or the amount of coverage changed without thirty (30) calendar days prior written notice to the City or ten (10) calendar days prior written notice for non-payment of insurance policy premiums.

5.2 INDEMNIFICATION. To the fullest extent permitted by law, Consultant shall indemnify, defend and hold harmless Owner, and Owner's officers, directors, partners, agents consultants, and employees from and against any claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court, arbitration, or other dispute resolution costs) arising out of or relating to the Project, provided that any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), but only to the extent caused by any negligent act or omission of Consultant or Consultant's officers, directors, partners, agents, consultants or employees. This indemnification provision is subject to and limited by the provisions agreed to by Owner and Consultant, as noted below. The Consultant shall not be responsible for any acts of any of the City's Independent Project Managers.

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

5.2.1 CONSULTANT'S LIABILITY LIMITED TO AMOUNT OF INSURANCE REQUIREMENTS. Consultant shall procure and maintain insurance as required by and set forth in the terms and conditions of this Agreement. Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by law, the total liability, in the aggregate, of Consultant and Consultant's officers, directors, partners, employees, agents, and consultants (hereafter referred to collectively as "Consultant"), to Owner and anyone claiming by through, or under Owner for any and all claims, losses, costs, or damages, whatsoever arising out of, resulting from or in any way related to the Project or the Agreement from any cause or causes, including but not limited to the negligence, professional errors or omissions, strict liability or breach of contract, or warranty express or implied of Consultant (hereafter "Owner's Claims"), shall not exceed the total insurance proceeds paid on behalf of or to Consultant by Consultant's insurers in settlement or satisfaction of Owner's Claims under the terms and conditions of Consultant's insurance policies applicable thereto (excluding fees, costs and expenses of investigation, claims adjustment, defense, and appeal). If no such insurance coverage is provided with respect to Owner's Claims, then the total liability, in the aggregate, of Consultant to Owner and anyone claiming by, through, or under Owner for any and all such uninsured Owner's claims shall not exceed \$250,000.00 per person or \$500,000.00 per incident with property damage liability limited to \$100,000.00 per incident.

ARTICLE VI FEDERAL AND STATE PROVISIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

- (1) **Compliance with Regulations:** Consultant shall comply with the Regulations relative to nondiscrimination in Federally-assisted programs of the Department of Transportation (hereinafter, “DOT”) Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.
- (2) **Nondiscrimination:** Consultant, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. ADP shall not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.
- (3) **Solicitations for Subcontractors, Including Procurements of Materials and Equipment:** In all solicitations either by competitive bidding or negotiation made by Consultant for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by Consultant of Consultant’s obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.
- (4) **Information and Reports:** Consultant shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts other sources of information, and its facilities as may be determined by Client to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of Consultant is in the exclusive possession of another who fails or refuses to furnish this information Consultant shall so certify to Client, as appropriate, and shall set forth what efforts it has made to obtain the information.
- (5) **Sanctions for Noncompliance:** In the event of Consultant’s noncompliance with the nondiscrimination provisions of this contract, the Client shall impose such contract sanctions as it may determine to be appropriate, including but not limited to:
 - a. Withholding of payments to the Consultant under the contract until the Consultant complies, and / or
 - b. Cancellation, termination or suspension of the contract in whole or in part.
- (6) **Incorporation of Provisions:** Consultant shall include the provisions of paragraphs (1) through (6) in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directive issued pursuant thereto. Consultant shall take such action with respect to any subcontract or procurement as Client may direct as a means of enforcing such provisions including sanctions for non-compliance: Provided, however, that in the event a Consultant becomes involved in, or is threatened with litigation with a subcontractor or supplier as a result of such direction, the Consultant may request Client to enter into such litigation to protect the interests of Client and in addition, Consultant may request the United States to enter into such litigation to protect the interests of the United States.

ARTICLE VII GENERAL PROVISIONS

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

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

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

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

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

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

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

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

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

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

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

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

7.7 VENUE. For the purpose of determining place of Agreement and the law governing the same, this Agreement is entered into in the City and County of El Paso, the State of Texas, and

shall be governed by the laws of the State of Texas. Venue shall be in the County of El Paso, Texas.

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

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

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

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

To the Owner:	The City of El Paso Attn: City Manager P.O. Box 1890 El Paso, Texas 79950-1890
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With a Copy to:	The City of El Paso Attn: City Engineer P.O. Box 1890 El Paso, Texas 79950-1890
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To the Consultant:	Souder, Miller & Associates, Inc Attn: Marty Howell One San Jacinto Plaza 201 E. Main St. Ste.1205 El Paso, Texas 79912
--------------------	--

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

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

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

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


not discriminate during the term of this Agreement against a firearm entity or firearm trade association.

WITNESS THE FOLLOWING SIGNATURES AND/OR SEALS:

CITY OF EL PASO:

Tomás González
City Manager


APPROVED AS TO FORM:



Roberta Brito
Assistant City Attorney

APPROVED AS TO CONTENT:

Assistant Director Capital Improvement



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

(Acknowledgment)

THE STATE OF TEXAS §
 §
COUNTY OF EL PASO §

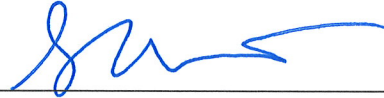
This instrument was acknowledged before me on this ____ day of _____, 2022,
by **Tomás González**, as **City Manager** of the **City of El Paso, Texas**.

Notary Public, State of Texas

My commission expires:

(Signatures continue on following page)

CONSULTANT:
SOUDER, MILLER & ASSOCIATES, INC.



By: Scott A. McKitrick
Title: Vice President

(Acknowledgment)

THE STATE OF NEW MEXICO §

§
COUNTY OF BERNALILLO §

This instrument was acknowledged before me on this 17 day of October, 2022,
by Scott A. McKitrick as Vice President of Souder, Miller & Associates, Inc..



OFFICIAL SEAL
WACEY B JODIE
NOTARY PUBLIC, STATE OF NEW MEXICO
MY COMMISSION EXPIRES 5/29/23



Notary Public, State of New Mexico

My commission expires:

May 29, 2023

**ATTACHMENT “A”
SCOPE OF SERVICES**

SCOPE OF SERVICES

The contracts will be used for miscellaneous assignments on an on-call basis. Services to be included:

- Planning
- Permitting
- Environmental Sampling and Testing
- Geologic and Hydrogeologic Field Investigations
- Environmental Assessments
- Regulatory Coordination and Negotiations
- Reporting and Preparation of Plans and Specifications
- Bid Support and Construction Administration
- Historical, Archeological Services
- Analytical and Laboratory Testing

Products required to include:

- Reports/Studies
- Plans, specifications, estimates
- Permitting Documents

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

REGULATORY COODINATION AND NEGOTIATION

The consultant may be required to interface, coordinate, and negotiate with regulatory authorities on behalf of the City including but not limited to the US Army Corps of Engineers, US Environmental Protection Agency, US Fish and Wildlife Service, Texas Historical Commission, Texas Department of State Health Services, and the Texas Commission on Environmental Quality.

PETROLEUM STORAGE TANK (PST) AND LEAKING PETROLEUM STORAGE TANK (LPST) SITES

The consultant may be required to conduct the removal or abandonment of PST facilities on City properties in accordance with Texas Commission on Environmental Quality (TCEQ) requirements; therefore, the consultant may be required to obtain the services of a Registered Underground Storage Tank (UST) contractor. The consultant may be required to conduct all phases of assessment or corrective action at LPST sites and shall maintain registration as a LPST Correction Action Specialist (CAS) as well as provide a registered LPST Corrective Action Project Manager (CAPM) in accordance with Title 30, Texas Administrative Code, Chapter 334, Subchapter J. LPST assessments may require the drilling and installation of groundwater monitoring wells by a licensed environmental driller and the collection of soil and groundwater samples for analysis by an analytical laboratory.

ASBESTOS

The consultant must have appropriate knowledge and understanding of federal and state regulations governing the management of regulated asbestos containing materials (RACM). The consultant may be required to perform asbestos surveys, prepare abatement project specifications, and provide air monitoring for abatement activities.

MOLD

The consultant must have the appropriate knowledge and understanding of federal and state regulations governing the management of mold assessment and remediation. The consultant may be required to perform mold surveys, prepare mold remediation project specifications, and provide air monitoring for mold remediation activities.

HAZARDOUS BUILDING MATERIALS

The consultant shall have the appropriate knowledge and understanding to identify, characterize, and properly dispose of potentially hazardous building materials including but not limited to mercury switches, and PCB – containing light ballasts/electrical equipment.

LEAD-BASED PAINT

The consultant shall have the appropriate knowledge and understanding of federal and state regulations governing the management of lead-based paint. The consultant may be required to perform lead-based paint assessments, develop abatement plans and manage abatement activities.

NATIONAL ENVIRONMENTAL POLICY ACT DOCUMENTATION

National Environmental Policy Act (NEPA) documentation as necessary for federally funded projects, including but not limited to roadways, bridges, transit facilities, and airport amenities. The consultant may be required to prepare environmental assessments, environmental impact statements, or other NEPA documentation for these types of projects. The consultant shall have a range of staff capable of identifying and assessing the impacts of capital projects, developing impact mitigation measures, performing biological surveys, archaeological surveys, and other environmental assessment activities required during the preparation of NEPA documentation.

ARCHAEOLOGICAL INVESTIGATIONS

The consultant must have the appropriate knowledge and expertise to perform archaeological investigations including records research, field reconnaissance, pedestrian surveys, National Register Testing, other assessment, and mitigation. In addition, the work may include providing an Archaeological Monitor to be present on-site during construction activities to monitor excavations to determine archaeological significance. All activities shall comply with the National Historic Preservation Act of 1966, as amended, and with the Texas Historical Commission requirements.

HAZARDOUS WASTE MANAGEMENT

The consultant must have knowledge of the federal (40 CFR, Chapter I, Parts 265 to 299) and state (30 TAC chapter 335) environmental regulations governing the management of industrial solid waste and municipal hazardous waste. The consultant may be required to provide the following types of hazardous waste management services:

- Prepare annual waste reports
- Provide training to City of El Paso staff regarding hazardous waste management activities
- Assist the City of El Paso in the classification and proper disposal of hazardous waste

AIR QUALITY MONITORING, TESTING, AND PERMITTING

The consultant must have knowledge of applicable air quality regulations, testing protocols, and permitting support/reporting. The consultant may be required to perform air monitoring, and identifying and developing measures and strategies to reduce air emissions from City facilities

including but not limited to municipal solid waste landfill and developing permitting documentation and monitoring reports.

STORMWATER MANAGEMENT

The consultant may be required to prepare or update industrial storm water pollution prevention plans (SWP3) for city facilities in accordance with the Texas Pollutant Discharge Elimination System (TPDES) general permit for industrial discharges. The consultant may be required to design and implement best management practices for improving storm water quality. The consultant may also conduct storm water monitoring, training, and inspections of city facilities in relation to an industrial SWP3 or the City's municipal separate sewer system permit requirements.

PHASE I AND II ENVIRONMENTAL SITE ASSESSMENTS

The consultant must have knowledge and understanding for completing Phase I and Phase II environmental site assessments in accordance with federal and state regulations, ASTM E1527 - 21 Standard Practice for Environmental Site Assessments: Phase I Environmental Site Assessment Process and ASTM E1903 - 19 Standard Practice for Environmental Site Assessments: Phase II Environmental Site Assessment Process. Consultants must have the knowledge and expertise to conduct Phase I and Phase II environmental site assessments as needed.

GENERAL ENVIRONMENTAL SERVICES

The consultant may be required to provide a range of environmental services that are not described in the above categories. These services may include, but are not limited to:

- Provide environmental training to City of El Paso staff, including 40-hour OSHA Hazardous Waste Operations and Emergency Response (HAZWOPER) training and 8-hour HAZWOPER refresher or awareness training.
- Prepare Spill Prevention Control and Countermeasure (SPCC) plans for city facilities.
- Prepare the annual Tier II Chemical Inventory report for city facilities.
- Assist the City of El Paso with the Clean Water Act – Section 404 permitting or coordination with the US Army Corps of Engineers for projects involving waters of the U.S.
- Assist the City of El Paso with GIS mapping and updating GIS databases related to environmental features or programs.
- Assist the City of El Paso with implementing and maintaining an Environmental Management System (EMS) for environmental compliance management.
- Provide strategic planning and feasibility study services.
- Provide asbestos and mold training for operation and maintenance staff.

ANALYTICAL LABORATORY SERVICES

The City expects that analytical laboratory services will be required for this contract in support of the above-mentioned environmental services. The laboratory services provided under this contract shall be provided by accredited laboratories through the National Environmental Laboratory Accreditation Program (NELAP), National Voluntary Laboratory Accreditation Program (NVLAP) and or the American Industrial Hygiene Association.

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

PROFESSIONAL SERVICES

2022 PREFERRED RATES BY CATEGORY

Professional Staff

Principal	\$ 230.00	per hour
Senior Manager III	\$ 220.00	per hour
Senior Manager II	\$ 200.00	per hour
Senior Manager I	\$ 190.00	per hour
Senior Engineer/Scientist/Surveyor III	\$ 180.00	per hour
Senior Engineer/Scientist/Surveyor II	\$ 165.00	per hour
Senior Engineer/Scientist/Surveyor I	\$ 150.00	per hour
Project Engineer/Scientist/Surveyor III	\$ 140.00	per hour
Project Engineer/Scientist/Surveyor II	\$ 130.00	per hour
Project Engineer/Scientist/Surveyor I	\$ 120.00	per hour
Staff EIT/Scientist/LSIT III	\$ 120.00	per hour
Staff EIT/Scientist/LSIT II	\$ 110.00	per hour
Staff EIT/Scientist/LSIT I	\$ 100.00	per hour

Technical Staff

Engineering/Design/Survey/Field Tech VIII	\$ 165.00	per hour
Engineering/Design/Survey/Field Tech VII	\$ 145.00	per hour
Engineering/Design/Survey/Field Tech VI	\$ 125.00	per hour
Engineering/Design/Survey/Field Tech V	\$ 110.00	per hour
Engineering/Design/Survey/Field Tech IV	\$ 95.00	per hour
Engineering/Design/Survey/Field Tech III	\$ 80.00	per hour
Engineering/Design/Survey/Field Tech II	\$ 70.00	per hour
Engineering/Design/Survey/Field Tech I	\$ 60.00	per hour
Technical Intern II	\$ 60.00	per hour
Technical Intern I	\$ 50.00	per hour
Construction Observer IV	\$ 110.00	per hour
Construction Observer III	\$ 90.00	per hour
Construction Observer II	\$ 75.00	per hour
Construction Observer I	\$ 60.00	per hour

Support Staff

Project Financial/Manager Assistant II	\$ 90.00	per hour
Project Financial/Manager Assistant I	\$ 70.00	per hour
Administrative Assistant IV	\$ 110.00	per hour
Administrative Assistant III	\$ 90.00	per hour
Administrative Assistant II	\$ 70.00	per hour
Administrative Assistant I	\$ 50.00	per hour

EXPENSES

All project-related expenses will be billed at rates determined with respect to current market pricing; a complete list of expense rates is available upon request.

OTHER SERVICES

Telephone/facsimile/postage @ actual cost
 Mileage @ \$0.56 per mile (or current IRS rate)
 Per diem \$151.00 per day (or max per-diem rate per USGSA)
 Other travel (car rental, air, etc.) @ actual cost

SUBCONTRACTED SERVICES

Subconsultants, analytical laboratories, drilling services & general subcontractors @ cost+10%

Applicable tax applies to all billable hours, expenses and other charges for which such tax has not previously been paid. Overtime will be charged at a rate of 1.5x on time & materials contracts with prior written acknowledgement of the client for services in excess of 8 hours in a day, on weekends or holidays. A 1.5% interest charge per month will be applied to all invoices not paid within 30 days.



PREFERRED PROFESSIONAL FEE SCHEDULE - EFFECTIVE JANUARY 2023

PROFESSIONAL SERVICES

Professional Staff

Principal	\$ 240.00	per hour
Senior Manager III	\$ 225.00	per hour
Senior Manager II	\$ 210.00	per hour
Senior Manager I	\$ 200.00	per hour
Senior Engineer/Scientist/Surveyor III	\$ 190.00	per hour
Senior Engineer/Scientist/Surveyor II	\$ 180.00	per hour
Senior Engineer/Scientist/Surveyor I	\$ 165.00	per hour
Project Engineer/Scientist/Surveyor III	\$ 150.00	per hour
Project Engineer/Scientist/Surveyor II	\$ 140.00	per hour
Project Engineer/Scientist/Surveyor I	\$ 130.00	per hour
Staff EIT/Scientist/LSIT III	\$ 125.00	per hour
Staff EIT/Scientist/LSIT II	\$ 120.00	per hour
Staff EIT/Scientist/LSIT I	\$ 110.00	per hour

Technical Staff

Engineering/Design/Survey/Field Tech VIII	\$ 175.00	per hour
Engineering/Design/Survey/Field Tech VII	\$ 155.00	per hour
Engineering/Design/Survey/Field Tech VI	\$ 135.00	per hour
Engineering/Design/Survey/Field Tech V	\$ 120.00	per hour
Engineering/Design/Survey/Field Tech IV	\$ 105.00	per hour
Engineering/Design/Survey/Field Tech III	\$ 90.00	per hour
Engineering/Design/Survey/Field Tech II	\$ 80.00	per hour
Engineering/Design/Survey/Field Tech I	\$ 70.00	per hour
Technical Intern II	\$ 60.00	per hour
Technical Intern I	\$ 50.00	per hour
Construction Observer IV	\$ 120.00	per hour
Construction Observer III	\$ 100.00	per hour
Construction Observer II	\$ 80.00	per hour
Construction Observer I	\$ 60.00	per hour

Support Staff

Project Financial/Manager Assistant II	\$ 100.00	per hour
Project Financial/Manager Assistant I	\$ 75.00	per hour
Administrative Assistant IV	\$ 120.00	per hour
Administrative Assistant III	\$ 100.00	per hour
Administrative Assistant II	\$ 80.00	per hour
Administrative Assistant I	\$ 60.00	per hour

EXPENSES

All project-related expenses will be billed at rates determined with respect to current market pricing; *a complete list of expense rates is available upon request.*

OTHER SERVICES

Telephone/facsimile/postage @ actual cost
 Mileage @ \$0.625 per mile (or current IRS rate)
 Per diem \$155.00 per day (or max per-diem rate per USGSA)
 Other travel (car rental, air, etc.) @ actual cost

SUBCONTRACTED SERVICES

Subconsultants, analytical laboratories, drilling services & general subcontractors @ cost+10%

Applicable tax applies to all billable hours, expenses and other charges for which such tax has not previously been paid. Overtime will be charged at a rate of 1.5x on time & materials contracts with prior written acknowledgement of the client for services in excess of 8 hours in a day, on weekends or holidays. A 1.5% interest charge per month will be applied to all invoices not paid within 30 days.

ATTACHMENT “C”
CONSULTANT’S BASIC AND ADDITIONAL SERVICES

Each individual Task Order will identify the “**Project**”, and the Consultant shall provide the Basic and Additional Services as noted herein.

BASIC SERVICES OF THE CONSULTANT

GENERAL

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

REPORT PHASE

1. Upon receipt of the Owner’s written authorization to proceed with the **Report Phase**, the Consultant shall:
 - a. Consult with the Owner to determine the requirements of the Project and together with the Owner develop a mutually acceptable scope for the Project.
 - b. Provide preliminary investigations, studies, topographic surveys including ties to known monuments of right-of-way lines, general supervision of any other services obtained as described in Part 1.c. of this section and interpreting or incorporating results of any such services for inclusion in the Preliminary Study and Report referred to in Part 1.d. of this section.
 - c. (1) Provide consultation and advice as to the necessity of providing or obtaining other services such as: (a) Property surveys, boundary surveys, right-of-way surveys, and utility surveys, (b) Core borings, probings, and hydrographic surveys, (c) Laboratory testing, and (d) Inspection or other special consultation; (2) Act as the Owner's representative in connection with such services; and (3) If concurred with and authorized by the Owner, provide, procure, or assist in procuring such Additional Services.

ATTACHMENT “C”

CONSULTANT’S BASIC AND ADDITIONAL SERVICES

- d. Prepare a Preliminary Study and Report on the Project based on the mutually accepted program in sufficient detail to indicate clearly the problems involved and the alternative solutions available to the Owner, to include schematic layouts, sketches, flow diagrams and reports of studies, and a general opinion of probable construction costs for such of the above listed improvements to be included in the Project, and to set forth the Consultant's recommendations.
 - e. As per Attachment "D", furnish the Preliminary Study and Report and a general opinion of probable construction cost opinion to the Owner.
2. Upon receipt of the Preliminary Study and Report and before the Consultant is authorized to proceed with the Preliminary Design Phase, the Owner at its option may designate in writing various construction contracts into which the Project shall be divided, each of which may include one or more of the above listed improvements to be constructed. If the Owner designates various construction contracts into which the Project is to be divided, the Consultant shall thereafter treat each construction contract as a separate Project under this Agreement. Each construction contract shall be separately bid and the Consultant shall prepare separate preliminary design, and final design drawings, specifications, proposal forms, notices to bidders, construction contract documents, and other required documents for each construction contract.
3. As identified in the Scope of Work in Attachment "A", the Consultant shall investigate the extent and character of any potential soil or water contamination on the properties identified in the Scope of Work, conduct asbestos investigations, environmental site assessments, and provide other environmental engineering services as required and authorized. Services not included in the original scope of work shall be considered Additional Services. The Consultant shall perform such professional services as may be necessary to accomplish the work required to be performed under this Agreement, in accordance with this Agreement, applicable Texas Commission on Environmental Quality and Texas Department of State Health Services Regulations, and any and all applicable state, federal and local laws. The Consultant shall develop an Investigation Plan for the identified properties. Upon approval of the Investigation Plan by the City, the City shall arrange to issue a Notice to Proceed for the Consultant to proceed in relation to an identified property.

PHASE I - PRELIMINARY DESIGN PHASE

Upon receipt of the Owner's written authorization to proceed with the **Preliminary Design Phase**, the Consultant shall do the following separately for each construction contract:

1. Consult with the Owner to determine the Owner's requirements for the Project.
2. Provide at the Consultant's sole expense right-of-way surveys, boundary surveys, topographic surveys, drainage surveys, and soil investigations as needed to design the

ATTACHMENT “C”
CONSULTANT’S BASIC AND ADDITIONAL SERVICES

Project and as required by the Scope of Work of the Agreement; obtain all available information from all utility companies and other affected agencies including, but not limited to, the Texas Department of Transportation and the U.S. Department of Interior, Bureau of Reclamation, as needed to complete the proper design. This does not, however, include property surveys and legal descriptions as needed to acquire additional right-of-way or additional property.

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

ATTACHMENT “C”
CONSULTANT’S BASIC AND ADDITIONAL SERVICES

PHASE II - PRE-FINAL DESIGN PHASE

Upon receipt of the Owner’s written authorization to proceed with the Pre-Final Design Phase, the Consultant shall do the following separately for each construction contract:

1. Prepare required documents and assist the Owner in obtaining approval of such governmental authorities as may have jurisdiction over the design criteria applicable to each construction contract. The Consultant’s assistance in obtaining such approvals shall include participation in submissions to and negotiations with the appropriate authorities. The Consultant shall be fully responsible for coordination with all utility companies to resolve conflicts pertaining to location of utility lines and shall exercise customary and usual professional care for obtaining utility clearances. Since some utility locations may not be recorded or mapped, additional efforts to locate utilities maybe required as an additional service upon written approval of the Owner.
2. On the basis of the approved preliminary design documents and subject to approval of design criteria, prepare for incorporation in the construction contract documents detailed drawings and plans, hereinafter called the **“Drawings,”** to show the character and scope of the work to be performed by construction contractors on each construction contract, instructions to bidders, general conditions, special conditions, and technical provisions, hereinafter called **“Specifications.”** These plans shall include the required cross sections from actual fieldwork for estimated earthwork quantities.
3. Advise the Owner of any adjustment to the Consultant’s previous opinion of probable construction costs for each construction contract caused by changes in scope, design requirements, general market conditions, or construction costs and furnish a revised opinion of probable construction costs, based on the completed Drawings and Specifications. The Consultant expressly authorizes any person designated by the Owner to review at any time prior to the Bidding Phase any opinion of probable construction costs made by the Consultant. The Consultant agrees to cooperate fully in such review, and shall furnish the access to all pertinent information upon which the Consultant’s cost opinions were based. In addition, detailed estimates to include orderly presented takeoff sheets, summary and main summary sheets are to be provided to the Owner. Nothing in this provision shall be construed as limiting or waiving the right of the Owner to obtain such information at any other time, or as relieving the Consultant of the responsibility of preparing opinions of probable construction costs. The Owner understands that the Consultant has no control over the cost of availability of labor, equipment, market conditions, or the contractor’s method of pricing and that the Consultant’s opinion of probable construction costs are made on the basis of professional judgment and experience. The Consultant makes no warranty that the bids will not vary from the opinion of probable construction costs.
4. Prepare proposal forms.

ATTACHMENT “C”
CONSULTANT’S BASIC AND ADDITIONAL SERVICES

5. As per **Attachment “D”**, furnish to the Owner copies of the Drawings for review by the Owner, other governmental authorities, and the public utilities. If the Drawings are not approved by the Owner, the Consultant shall furnish copies of the resubmitted Drawings at no additional cost to the Owner. Furnish to the Owner copies of the Specifications and copies of the design analysis showing all engineering calculations for review by the Owner, other governmental authorities who may have jurisdiction over each construction contract, and the public utilities.

PHASE III - FINAL DESIGN PHASE

Upon receipt of the Owner’s written authorization to proceed with the Final Design Phase, the Consultant shall do the following separately for each construction contract:

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

ATTACHMENT “C”
CONSULTANT’S BASIC AND ADDITIONAL SERVICES

BIDDING PHASE

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

1. Assist the Owner in the determination of the bidding period and bid date and provide necessary data for preparation of the notice to bidders by the Owner as required for advertising purposes.
2. Assist the Owner in responding to all questions from prospective bidders concerning the Drawings and Specifications.
3. Attend a pre-bid conference, if any, to explain the Project and to answer questions regarding the Project.
4. Prepare addenda to the Drawings and Specifications as may be required during the advertising period. Any addenda issued shall be approved by all agencies having approval authority over the Drawings and Specifications. As per Attachment “D”, deliver copies of all addenda to the Owner for appropriate action.
5. As identified in Attachment “A”, assist the Owner in evaluating bids, including obtaining and providing to the Owner reasonably available information as to the quality, ability, and performance record of the three lowest responsible bidders or assist the Owner in rating all bidders using Best Value Evaluation Criteria provided by the Owner, including obtaining and providing to the Owner reasonably available information as to the quality, ability, and performance record of the bidders. If Best Value Evaluation Criteria are required after the consulting fees have been negotiated and accepted, Consultant may request Additional Services fees.
6. Advise the Owner concerning the acceptability of subcontractors and other persons and organizations proposed by the general construction contractor for those portions of the work for which such acceptability is required by the construction contract documents.

CONSTRUCTION PHASE

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

1. Attend the pre-construction conference to assist the Owner in responding to all questions from the construction contractor.
2. Advise and consult with the Owner and act as the Owner’s representative as provided in the general conditions of the Agreement included in the construction contract. Such general conditions shall be the Owner’s standard general conditions for construction projects, with

ATTACHMENT “C”
CONSULTANT’S BASIC AND ADDITIONAL SERVICES

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

ATTACHMENT "C"
CONSULTANT'S BASIC AND ADDITIONAL SERVICES

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,

ATTACHMENT “C”
CONSULTANT’S BASIC AND ADDITIONAL SERVICES

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

ATTACHMENT “C”
CONSULTANT’S BASIC AND ADDITIONAL SERVICES

construction contractor’s default under the construction contract due to delinquency or insolvency.

24. Provide extensive assistance in the initial start-up and test operation of equipment or devices and the preparation of manuals of operation and maintenance.
25. Serve as an expert witness for the Owner in any litigation or other proceeding involving the Project.

ADDITIONAL SERVICES OF THE CONSULTANT

GENERAL

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

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

ATTACHMENT “C”
CONSULTANT’S BASIC AND ADDITIONAL SERVICES

RESIDENT PROJECT SERVICES

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

**ATTACHMENT “D”
PAYMENT AND DELIVERABLE SCHEDULES**

PAYMENT SCHEDULE

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

Fixed fee Payment to Consultant

Report Phase	To be determined by Task Order
Preliminary Design Phase	To be determined by Task Order
Pre-Final Design Phase	To be determined by Task Order
Final Design Phase	To be determined by Task Order
Bidding Phase	To be determined by Task Order
Construction Phase	To be determined by Task Order

Time and materials shall be billed to Owner by Consultant pursuant to the schedule provided in the consultant’s proposal found in **Attachment “B”**. The time shown in **Attachment “B”** is an estimate. Should the services rendered during the bidding and construction phases exceed the estimated amount, written authorization will be required prior to rendering services. Written authorization shall be only by contract amendment in accordance with the contract provisions. For contracts with a total value less than Fifty Thousand and No/100 Dollars (\$50,000), the parties agree that at no time may the amount of the compensation under this contract exceed Fifty Thousand and No/100 Dollars (\$50,000) except by execution of an amendment to this Agreement.

Payment for each Phase shall be made on a monthly basis. The Owner shall make payments upon presentation of the Consultant’s detailed Invoice and a Consulting Summary and Progress Report and the Owner’s written approval.

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

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

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

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

ATTACHMENT “D” PAYMENT AND DELIVERABLE SCHEDULES

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

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

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

DELIVERABLE SCHEDULE

REPORT PHASE

The services called for in the Report Phase of this Agreement shall be completed and **5 copies** of the Preliminary Study and Report shall be submitted within the time frame set forth in the written authorization from the Owner for the Consultant to proceed.

PHASE I—PRELIMINARY DESIGN PHASE

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

PHASE II—PRE-FINAL DESIGN PHASE

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

PHASE III—FINAL DESIGN PHASE

The services called for in **Phase III** of this Agreement shall be completed and **10 copies** of final design Drawings and Specifications for review and approval prior to the reproduction for bidding purposes shall be submitted within the time frame set forth in the written authorization from the Owner for the Consultant to proceed. After review, the Consultant shall submit to Owner **3 copies** of the final revised design documents and specifications for final check. Upon the approval of the final design documents, the Consultant shall furnish **10 copies** of the final design documents and specifications for bidding to the Owner within the time frame set forth in the written authorization from the Owner for the Consultant to proceed.

**ATTACHMENT “D”
PAYMENT AND DELIVERABLE SCHEDULES**

PHASE IV—BIDDING PHASE

Provide services as authorized by Owner during the bid phase as described in Attachment “C” and submit **1 copy** of all addenda to the Owner for appropriate action within **2 consecutive calendar days**.

PHASE V - CONSTRUCTION PHASE

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

ATTACHMENT “E”
Insurance



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

10/7/2022

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

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

PRODUCER Menicucci Insurance Agency LLC 2116 Vista Oeste NW, Bldg 5 Albuquerque, NM 87120	CONTACT NAME: PHONE (A/C, No, Ext): (505) 883-3683 FAX (A/C, No): (505) 883-2827 E-MAIL ADDRESS:
INSURED Souder, Miller & Associates Miller Engineers, Inc. 2904 Rodeo Park Dr East Bldg 100 Santa Fe, NM 87505	INSURER(S) AFFORDING COVERAGE INSURER A: National Fire Insurance Of Hartford INSURER B: Continental Insurance Company INSURER C: Valley Forge Insurance Company INSURER D: Crum & Forster Specialty Insurance Company INSURER E: INSURER F:

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	X	X	6076497447	11/1/2021	11/1/2022	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 15,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY	X	X	6076497464	11/1/2021	11/1/2022	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
B	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 0	X	X	6076497450	11/1/2021	11/1/2022	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
C	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	676497478	11/1/2021	11/1/2022	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
D	Prof/Poll Liability			PKC-112341	11/1/2021	11/1/2022	Per Occurrence/Agg 3,000,000
D	Professional Liab			PKC-112341	11/1/2021	11/1/2022	Per Claim/Agg 3,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
LIMITS OF LIABILITY SHOWN ARE THOSE IN EFFECT AT POLICY INCEPTION

CERTIFICATE HOLDER

CANCELLATION

The City of El Paso
218 N. Campbell St
El Paso, TX 79901

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

ATTACHMENT “F”

ATTACHMENT “F”

FEDERAL AVIATION ADMINISTRATION (FAA) CONTRACT PROVISIONS

In this Attachment “F”, the term “Contractor” shall refer to the “Consultant”, and the term “Airport Sponsor” shall refer to the “City”.

If there are any conflicts between the terms and conditions of Attachment “F” and Article VI of the Agreement, the terms and conditions of Attachment “F” will prevail.

A. GENERAL REQUIREMENT FOR CONTRACT

1. The contractor (including all subcontractors) are required to insert these contract provisions in each contract and subcontract, and further require that the clauses be included in all subcontracts;
2. The contractor (or subcontractor) is required to incorporate applicable requirements of these contract provisions by reference for work done under any purchase orders, rental agreements and other agreements for supplies or services;
3. The contractor is responsible for compliance with these contract provisions by any subcontractor, lower-tier subcontractor or service provider; and
4. The contractor (or subcontractor) shall not modify the provisions.

Subject to the applicability criteria noted in the specific contract provisions, these contract provisions apply to all work performed on the contract.

B. FAILURE TO COMPLY

Failure to comply with the terms of these contract provisions may be sufficient grounds to:

1. Withhold progress payments or final payment,
2. Terminate the contract,
3. Seek suspension/debarment, or
4. Any other action determined to be appropriate by the Airport Sponsor or the FAA.

C. CONTRACT PROVISIONS

1. ACCESS TO RECORDS AND REPORTS (all AIP-funded projects)

The Contractor must maintain an acceptable cost accounting system. The Contractor agrees to provide the Sponsor, the Federal Aviation Administration, and the Comptroller General of the United States or any of their duly authorized

representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to the specific contract for the purpose of making audit, examination, excerpts and transcriptions. The Contractor agrees to maintain all books, records and reports required under this contract for a period of not less than three years after the final payment is made and all pending matters are closed.

2. **BREACH OF CONTRACT TERMS** (all contracts that exceed the simplified acquisition threshold as fixed at 41 USC 403(11). This threshold is presently set at \$100,000.)

Any violation or breach of terms of this contract on the part of the contractor or its subcontractors may result in the suspension or termination of this contract or such other action that may be necessary to enforce the rights of the parties of this agreement. The duties and obligations imposed by the Contract Documents and the rights and remedies available thereunder are in addition to, and not a limitation of, any duties, obligations, rights and remedies otherwise imposed or available by law.

3. **BUY AMERICAN PREFERENCES** (all AIP-funded projects, if this professional services agreement includes any manufactured product as a deliverable.)

BUY AMERICAN CERTIFICATION

The contractor agrees to comply with 49 USC § 50101, which provides that Federal funds may not be obligated unless all steel and manufactured goods used in AIP-funded projects are produced in the United States, unless the FAA has issued a waiver for the product; the product is listed as an Excepted Article, Material Or Supply in Federal Acquisition Regulation subpart 25.108; or is included in the FAA Nationwide Buy American Waivers Issued list.

A bidder or offeror must submit the appropriate Buy America certification (below) with all bids or offers on AIP funded projects. Bids or offers that are not accompanied by a completed Buy America certification must be rejected as nonresponsive.

Type of Certification is based on Type of Project:

There are two types of Buy American certifications.

- For projects for a facility, the Certificate of Compliance Based on Total Facility (Terminal or Building Project) must be submitted.
- For all other projects, the Certificate of Compliance Based on Equipment and Materials Used on the Project (Non-building construction projects such as runway or roadway construction; or equipment acquisition projects) must be submitted.

Certificate of Buy American Compliance for Total Facility

(Buildings such as Terminal, SRE, ARFF, etc.)

As a matter of bid responsiveness, the bidder or offeror must complete, sign, date, and submit this certification statement with their proposal. The bidder or offeror must indicate how they intend to comply with 49 USC § 50101 by selecting one of the following certification statements. These statements are mutually exclusive. Bidder must select one or the other (i.e. not both) by inserting a checkmark (✓) or the letter "X".

☒ Bidder or offeror hereby certifies that it will comply with 49 USC. 50101 by:

- a. Only installing steel and manufactured products produced in the United States; or
- b. Installing manufactured products for which the FAA has issued a waiver as indicated by inclusion on the current FAA Nationwide Buy American Waivers Issued listing; or
- c. Installing products listed as an Excepted Article, Material or Supply in Federal Acquisition Regulation Subpart 25.108.

By selecting this certification statement, the bidder or offeror agrees:

1. To provide to the Owner evidence that documents the source and origin of the steel and manufactured product.
 2. To faithfully comply with providing US domestic products
 3. To refrain from seeking a waiver request after establishment of the contract, unless extenuating circumstances emerge that the FAA determines justified.
- ☐ The bidder or offeror hereby certifies it cannot comply with the 100% Buy American Preferences of 49 USC § 50101(a) but may qualify for either a Type 3 or Type 4 waiver under 49 USC § 50101(b). By selecting this certification statement, the apparent bidder or offeror with the apparent low bid agrees:
1. To the submit to the Owner within 15 calendar days of the bid opening, a formal waiver request and required documentation that support the type of waiver being requested.
 2. That failure to submit the required documentation within the specified timeframe is cause for a non-responsive determination may results in rejection of the proposal.
 3. To faithfully comply with providing US domestic products at or above the approved US domestic content percentage as approved by the FAA.

4. To furnish US domestic product for any waiver request that the FAA rejects.
5. To refrain from seeking a waiver request after establishment of the contract, unless extenuating circumstances emerge that the FAA determines justified.

Required Documentation


Type 3 Waiver - The cost of components and subcomponents produced in the United States is more than 60% of the cost of all components and subcomponents of the “facility”. The required documentation for a type 3 waiver is:

- a. Listing of all manufactured products that are not comprised of 100% US domestic content (Excludes products listed on the FAA Nationwide Buy American Waivers Issued listing and products excluded by Federal Acquisition Regulation Subpart 25.108; products of unknown origin must be considered as non-domestic products in their entirety)
- b. Cost of non-domestic components and subcomponents, excluding labor costs associated with final assembly and installation at project location.
- c. Percentage of non-domestic component and subcomponent cost as compared to total “facility” component and subcomponent costs, excluding labor costs associated with final assembly and installation at project location.

Type 4 Waiver – Total cost of project using US domestic source product exceeds the total project cost using non-domestic product by 25%. The required documentation for a type 4 waiver is:

- a. Detailed cost information for total project using US domestic product
- b. Detailed cost information for total project using non-domestic product

False Statements: Per 49 USC § 47126, this certification concerns a matter within the jurisdiction of the Federal Aviation Administration and the making of a false, fictitious or fraudulent certification may render the maker subject to prosecution under Title 18, United States Code.

<u>10/17/2022</u> Date	 Signature
Miller Engineers Inc. DBA Souder, Miller & Associates Company Name	<u>Vice President</u> Title

* * * * *

Certificate of Buy American Compliance for Manufactured Products

(Non-building construction projects, equipment acquisition projects)

As a matter of bid responsiveness, the bidder or offeror must complete, sign, date, and submit this certification statement with their proposal. The bidder or offeror must indicate how they intend to comply with 49 USC § 50101 by selecting one on the following certification statements. These statements are mutually exclusive. Bidder must select one or the other (not both) by inserting a checkmark (✓) or the letter "X".

☒ Bidder or offeror hereby certifies that it will comply with 49 USC § 50101 by:

- a. Only installing steel and manufactured products produced in the United States, or;
- b. Installing manufactured products for which the FAA has issued a waiver as indicated by inclusion on the current FAA Nationwide Buy American Waivers Issued listing, or;
- c. Installing products listed as an Excepted Article, Material or Supply in Federal Acquisition Regulation Subpart 25.108.

By selecting this certification statement, the bidder or offeror agrees:

1. To provide to the Owner evidence that documents the source and origin of the steel and manufactured product.
2. To faithfully comply with providing US domestic product
3. To furnish US domestic product for any waiver request that the FAA rejects
4. To refrain from seeking a waiver request after establishment of the contract, unless extenuating circumstances emerge that the FAA determines justified.

☐ The bidder or offeror hereby certifies it cannot comply with the 100% Buy American Preferences of 49 USC § 50101(a) but may qualify for either a Type 3 or Type 4 waiver under 49 USC § 50101(b). By selecting this certification statement, the apparent bidder or offeror with the apparent low bid agrees:

1. To the submit to the Owner within 15 calendar days of the bid opening, a formal waiver request and required documentation that support the type of waiver being requested.
2. That failure to submit the required documentation within the specified timeframe is cause for a non-responsive determination may result in rejection of the proposal.

3. To faithfully comply with providing US domestic products at or above the approved US domestic content percentage as approved by the FAA.
4. To refrain from seeking a waiver request after establishment of the contract, unless extenuating circumstances emerge that the FAA determines justified.

Required Documentation

Type 3 Waiver - The cost of the item components and subcomponents produced in the United States is more than 60% of the cost of all components and subcomponents of the "item". The required documentation for a type 3 waiver is:

- a. Listing of all product components and subcomponents that are not comprised of 100% US domestic content (Excludes products listed on the FAA Nationwide Buy American Waivers Issued listing and products excluded by Federal Acquisition Regulation Subpart 25.108; products of unknown origin must be considered as non-domestic products in their entirety)
- b. Cost of non-domestic components and subcomponents, excluding labor costs associated with final assembly at place of manufacture.
- c. Percentage of non-domestic component and subcomponent cost as compared to total "item" component and subcomponent costs, excluding labor costs associated with final assembly at place of manufacture.

Type 4 Waiver – Total cost of project using US domestic source product exceeds the total project cost using non-domestic product by 25%. The required documentation for a type 4 waiver is:

- a. Detailed cost information for total project using US domestic product
- b. Detailed cost information for total project using non-domestic product

False Statements: Per 49 USC § 47126, this certification concerns a matter within the jurisdiction of the Federal Aviation Administration and the making of a false, fictitious or fraudulent certification may render the maker subject to prosecution under Title 18, United States Code.

10/17/2022

Date

Miller Engineers Inc. DBA
Souder, Miller & Associates

Company Name



Signature

Vice President

Title

4. **GENERAL CIVIL RIGHTS PROVISIONS (all contracts)**

The contractor agrees that it will comply with pertinent statutes, Executive Orders and such rules as are promulgated to ensure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or handicap be excluded from participating in any activity conducted with or benefiting from Federal assistance.

This provision binds the contractors from the bid solicitation period through the completion of the contract. This provision is in addition to that required of Title VI of the Civil Rights Act of 1964.

This provision also obligates the tenant/concessionaire/lessee or its transferee for the period during which Federal assistance is extended to the airport through the Airport Improvement Program, except where Federal assistance is to provide, or is in the form of personal property; real property or interest therein; structures or improvements thereon.

In these cases the provision obligates the party or any transferee for the longer of the following periods:

- a. The period during which the property is used by the airport sponsor or any transferee for a purpose for which Federal assistance is extended, or for another purpose involving the provision of similar services or benefits; or
- b. The period during which the airport sponsor or any transferee retains ownership or possession of the property.

5. **CIVIL RIGHTS-TITLE IV COMPLIANCE WITH NONDISCRIMINATION REQUIREMENTS (all AIP funded projects)**

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

1. **Compliance with Regulations:** The contractor (hereinafter includes consultants) will comply with the **Title VI List of Pertinent Nondiscrimination Statutes and Authorities**, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
2. **Non-discrimination:** The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.

3. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor's obligations under this contract and the Acts and the Regulations relative to Non-discrimination on the grounds of race, color, or national origin.
 4. **Information and Reports:** The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the sponsor or the Federal Aviation Administration to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the sponsor or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.
 5. **Sanctions for Noncompliance:** In the event of a contractor's noncompliance with the Non-discrimination provisions of this contract, the sponsor will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:
 - a. Withholding payments to the contractor under the contract until the contractor complies; and/or
 - b. Cancelling, terminating, or suspending a contract, in whole or in part.
 6. **Incorporation of Provisions:** The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with respect to any subcontractor or procurement as the sponsor or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the sponsor to enter into any litigation to protect the interests of the sponsor. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.
6. **CLEAN AIR AND WATER POLLUTION CONTROL** (all contracts that exceed \$100,000)

Contractors and subcontractors agree:

1. That any facility to be used in the performance of the contract or subcontract or to benefit from the contract is not listed on the Environmental Protection Agency (EPA) List of Violating Facilities;
2. To comply with all the requirements of Section 114 of the Clean Air Act, as amended, 42 U.S.C. 1857 et seq. and Section 308 of the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq. relating to inspection, monitoring, entry, reports, and information, as well as all other requirements specified in Section 114 and Section 308 of the Acts, respectively, and all other regulations and guidelines issued thereunder;
3. That, as a condition for the award of this contract, the contractor or subcontractor will notify the awarding official of the receipt of any communication from the EPA indicating that a facility to be used for the performance of or benefit from the contract is under consideration to be listed on the EPA List of Violating Facilities;
4. To include or cause to be included in any construction contract or subcontract which exceeds \$100,000 the aforementioned criteria and requirements.

7. CONTRACT WORKHOURS AND SAFETY STANDARDS ACT REQUIREMENTS (all contracts that exceed \$100,000)

1. Overtime Requirements.

No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic, including watchmen and guards, in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

2. Violation; Liability for Unpaid Wages; Liquidated Damages.

In the event of any violation of the clause set forth in paragraph (1) above, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph 1 above, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in

excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph 1 above.

3. Withholding for Unpaid Wages and Liquidated Damages.

The Federal Aviation Administration or the Sponsor shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any monies payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other Federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph 2 above.

4. Subcontractors.

The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraphs 1 through 4 and also a clause requiring the subcontractor to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs 1 through 4 of this section.

8. **CERTIFICATE REGARDING DEBARMENT AND SUSPENSION (BIDDER OR OFFEROR)** (all contracts that exceed \$25,000)

By submitting a bid/proposal under this solicitation, the bidder or offeror certifies that at the time the bidder or offeror submits its proposal that neither it nor its principals are presently debarred or suspended by any Federal department or agency from participation in this transaction.

9. **DISADVANTAGED BUSINESS ENTERPRISES** (all AIP-funded projects)

Contract Assurance (49 CFR § 26.13) - The contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy, as the recipient deems appropriate.

Prompt Payment (49 CFR §26.29)- The prime contractor agrees to pay each subcontractor under this prime contract for satisfactory performance of its contract no later than thirty (30) days from the receipt of each payment the prime contractor receives from the City. The prime contractor agrees further to return retainage payments to each subcontractor within thirty (30) days after the subcontractor's work is satisfactorily completed. Any delay or postponement of payment from the above referenced time frame

may occur only for good cause following written approval of the City. This clause applies to both DBE and non-DBE subcontractors.

10. FEDERAL FAIR LABOR STANDARDS ACT (FEDERAL MINIMUM WAGE) (all contracts)

All contracts and subcontracts that result from this solicitation incorporate the following provisions by reference, with the same force and effect as if given in full text. The contractor has full responsibility to monitor compliance to the referenced statute or regulation. The contractor must address any claims or disputes that pertain to a referenced requirement directly with the Federal Agency with enforcement responsibilities.

Requirement	Federal Agency with Enforcement Responsibilities
Federal Fair Labor Standards Act (29 USC 201)	U.S. Department of Labor – Wage and Hour Division

11. LOBBYING AND INFLUENCING FEDERAL EMPLOYEES (all AIP-funded projects)

The bidder or offeror certifies by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the bidder or offeror, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to

a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

12. OCCUPATIONAL SAFETY AND HEALTH ACT OF 1970 (all contracts)

All contracts and subcontracts that result from this solicitation incorporate the following provisions by reference, with the same force and effect as if given in full text. The contractor has full responsibility to monitor compliance to the referenced statute or regulation. The contractor must address any claims or disputes that pertain to a referenced requirement directly with the Federal Agency with enforcement responsibilities.

Requirement	Federal Agency with Enforcement Responsibilities
Occupational Safety and Health Act of 1970 (20 CFR Part 1910)	U.S. Department of Labor – Occupational Safety and Health Administration

13. RIGHTS TO INVENTIONS (all AIP-funded projects)

All rights to inventions and materials generated under this contract are subject to requirements and regulations issued by the FAA and the Sponsor of the Federal grant under which this contract is executed.

14. TERMINATION OF CONTRACT (contracts that exceed \$10,000)

1. The Sponsor may, by written notice, terminate this contract in whole or in part at any time, either for the Sponsor's convenience or because of failure to fulfill the contract obligations. Upon receipt of such notice services must be immediately discontinued (unless the notice directs otherwise) and all materials as may have been accumulated in performing this contract, whether completed or in progress, delivered to the Sponsor.
2. If the termination is for the convenience of the Sponsor, an equitable adjustment in the contract price will be made, but no amount will be allowed for anticipated profit on unperformed services.
3. If the termination is due to failure to fulfill the contractor's obligations, the Sponsor may take over the work and prosecute the same to completion by contract or otherwise. In such case, the contractor is liable to the Sponsor for any additional cost occasioned to the Sponsor thereby.
4. If, after notice of termination for failure to fulfill contract obligations, it is determined that the contractor had not so failed, the termination will be deemed

to have been effected for the convenience of the Sponsor. In such event, adjustment in the contract price will be made as provided in paragraph 2 of this clause.

5. The rights and remedies of the sponsor provided in this clause are in addition to any other rights and remedies provided by law or under this contract.

15. TRADE RESTRICTION CLAUSE (all AIP-funded projects)

The contractor or subcontractor, by submission of an offer and/or execution of a contract, certifies that it:

- a. is not owned or controlled by one or more citizens of a foreign country included in the list of countries that discriminate against U.S. firms published by the Office of the United States Trade Representative (USTR);
- b. has not knowingly entered into any contract or subcontract for this project with a person that is a citizen or national of a foreign country on said list, or is owned or controlled directly or indirectly by one or more citizens or nationals of a foreign country on said list;
- c. has not procured any product nor subcontracted for the supply of any product for use on the project that is produced in a foreign country on said list.

Unless the restrictions of this clause are waived by the Secretary of Transportation in accordance with 49 CFR 30.17, no contract shall be awarded to a contractor or subcontractor who is unable to certify to the above. If the contractor knowingly procures or subcontracts for the supply of any product or service of a foreign country on said list for use on the project, the Federal Aviation Administration may direct through the Sponsor cancellation of the contract at no cost to the Government.

Further, the contractor agrees that, if awarded a contract resulting from this solicitation, it will incorporate this provision for certification without modification in each contract and in all lower tier subcontracts. The contractor may rely on the certification of a prospective subcontractor unless it has knowledge that the certification is erroneous.

The contractor shall provide immediate written notice to the sponsor if the contractor learns that its certification or that of a subcontractor was erroneous when submitted or has become erroneous by reason of changed circumstances. The subcontractor agrees to provide written notice to the contractor if at any time it learns that its certification was erroneous by reason of changed circumstances.

This certification is a material representation of fact upon which reliance was placed when making the award. If it is later determined that the contractor or subcontractor knowingly rendered an erroneous certification, the Federal Aviation Administration may

direct through the Sponsor cancellation of the contract or subcontract for default at no cost to the Government.

Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by this provision. The knowledge and information of a contractor is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

This certification concerns a matter within the jurisdiction of an agency of the United States of America and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under Title 18, United States Code, Section 1001.

16. TEXTING WHEN DRIVING (all contracts)

In accordance with Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving" (10/1/2009) and DOT Order 3902.10 "Text Messaging While Driving" (12/30/2009), FAA encourages recipients of Federal grant funds to adopt and enforce safety policies that decrease crashes by distracted drivers, including policies to ban text messaging while driving when performing work related to a grant or sub-grant.

The Contractor must promote policies and initiatives for employees and other work personnel that decrease crashes by distracted drivers, including policies to ban text messaging while driving. The Contractor must include these policies in each third party subcontract involved on this project.

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THE STATE OF TEXAS)
)
COUNTY OF EL PASO)

ON-CALL
AGREEMENT FOR
PROFESSIONAL SERVICES

This Agreement is made this ____ day of _____, 2022 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 WSP USA Environmental & Infrastructure Inc., a foreign for-profit corporation, hereinafter referred to as the “**Consultant**”.

WHEREAS, the Owner intends to engage the Consultant to perform professional environmental services on a task order basis through the use of task orders referencing this Agreement, the scope of which is further described in **Attachment “A”**; and

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

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

**ARTICLE I
ATTACHMENTS**

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

Attachment “A”	Scope of Services and Project Budget
Attachment “B”	Consultant’s Fee Proposal and Hourly Rates
Attachment “C”	Consultant’s Basic and Additional Services
Attachment “D”	Payment and Deliverable Schedules
Attachment “E”	Insurance Certificate
Attachment “F”	Federal Aviation Administration contract provisions for Airport Improvement Program Projects

**ARTICLE II
PROJECT**

2.1 The Owner hereby agrees to retain the Consultant and the Consultant agrees to perform on-call professional services on a Task Order basis. Each individual Task Order will identify the Project (“**Project**”) and the total compensation due to each Project. The Task Order for each Project shall include the Scope of Services described in **Attachment “A”**.

2.2 For each Project, the Consultant shall comply with the City of El Paso Capital Improvement Department Construction Document Guidelines in effect on the execution date of this

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

- 2.3** The Consultant shall serve as the Owner's professional representative in those phases of the Project to which this Agreement applies and shall give consultation and advice to the Owner during the performance of services.
- 2.4** The Owner shall provide all available information to the Consultant, as to the Owner's requirements for each construction contract. The Owner shall also provide to the Consultant, all known information pertinent to the Project site, including previous reports and other data relative to design, such as "as-built" drawings or physical conditions now existing at the Project site. In performing its services, the Consultant will be entitled to rely upon the accuracy of the Owner provided information.
- 2.5** The Owner hereby designates the City Engineer of the City of El Paso as the Owner's representative with respect to the professional services to be provided by the Consultant pursuant to this Agreement. The City Engineer shall have complete authority to transmit instructions, receive information, interpret and define Owner's policies, and decisions with respect to materials, equipment, elements, and systems pertinent to the work covered by this Agreement. City Engineer will render written decisions within a five (5) working days time period.

ARTICLE III CONSULTANT FEES AND PROJECT BUDGET

3.1 PAYMENT TO CONSULTANT. The Owner shall pay to the Consultant an amount not to exceed **\$300,000.00** for all basic services and reimbursables performed pursuant to this Agreement.

No services are being requested through this Agreement, nor shall any indebtedness accrue through the mere execution of this Agreement.

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

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

The parties agree and understand that all fees and compensation to the Consultant shall only become due and payable in accordance with the terms of this Agreement and the fees to be charged

for each Project shall be pursuant to the Consultant's fee proposal for such Basic and Additional Services at the rates which is attached hereto as **Attachment "B"**.

Payments to the Consultant shall be made pursuant to **Attachment "D"**.

3.2 CONSULTANT'S SERVICES. The Basic Services and Additional Services, if any, to be provided by the Consultant for this Agreement are attached hereto as **Attachment "C"**.

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

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

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

3.4 PROJECT CONSTRUCTION BUDGET. The Consultant acknowledges that the construction budget and a construction time for each Project will be identified in each Task Order.

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

ARTICLE IV PERIOD OF SERVICE AND TERMINATION

4.1 PERIOD OF SERVICE. The term of this Agreement shall be for a period not to exceed **two (2) years** from the date first shown above. The services called for by each Task Order shall begin upon the issuance of a Notice to Proceed from the City Engineer and shall continue through the completion of the construction of the Project, including any required extensions beyond the contract time for construction of the Project, as may be directed by the Owner.

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

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

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

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

this subsection, the Owner may withhold payments to the Consultant for the purpose of setoff until such time as the exact amount due the Consultant from the Owner is determined.

4.3.3 TERMINATION SHALL NOT BE CONSTRUED AS RELEASE.

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

ARTICLE V INSURANCE AND INDEMNIFICATION

5.1 INSURANCE. Consultant shall not commence work under this Agreement until the Consultant has obtained the required insurance and such insurance has been approved by the Owner. The Consultant shall maintain the required insurance throughout the term of this Agreement. Failure to maintain said insurance shall be considered a material breach of this Agreement.

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

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

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

- a) **COMMERCIAL GENERAL LIABILITY**
 - \$1,000,000.00 Per Occurrence
 - \$2,000,000.00 General Aggregate
 - \$2,000,000.00 Products/Completed Operations Aggregate
 - \$1,000,000.00 Personal and Advertising Injury

Personal Injury or Death & Property Damage

\$1,000,000.00 per occurrence combined single limit for bodily injury and property damage.

General Aggregate

\$1,000,000.00
\$1,000,000.00 per occurrence

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

5.1.3 PROFESSIONAL LIABILITY INSURANCE. The Consultant shall procure and shall maintain, at the Consultant's sole expense, Professional Liability Insurance for the benefit of the Owner to cover the errors and omissions of the Consultant, its principals or officers, agents or employees in the performance of this Agreement with a limit of ONE MILLION AND 00/100 DOLLARS (\$1,000,000.00) on a claims made basis.

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

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

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

Further, all policies shall provide either in the policy itself and reflected on the certificate of insurance or through an endorsement attached to the policy, that the insurance cannot be canceled or the amount of coverage changed without thirty (30) calendar days prior written notice to the City or ten (10) calendar days prior written notice for non-payment of insurance policy premiums.

5.2 INDEMNIFICATION. To the fullest extent permitted by law, Consultant shall indemnify, defend and hold harmless Owner, and Owner's officers, directors, partners, agents consultants, and employees from and against any claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court, arbitration, or other dispute resolution costs) arising out of or relating to the Project, provided that any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), but only to the extent caused by any negligent act or omission of Consultant or Consultant's officers, directors, partners, agents, consultants or employees. This indemnification provision is subject to and limited by the provisions agreed to by Owner and Consultant, as noted below. The Consultant shall not be responsible for any acts of any of the City's Independent Project Managers.

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

5.2.1 CONSULTANT'S LIABILITY LIMITED TO AMOUNT OF INSURANCE REQUIREMENTS. Consultant shall procure and maintain insurance as required by and set forth in the terms and conditions of this Agreement. Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by law, the total liability, in the aggregate, of Consultant and Consultant's officers, directors, partners, employees, agents, and consultants (hereafter referred to collectively as "Consultant"), to Owner and anyone claiming by through, or under Owner for any and all claims, losses, costs, or damages, whatsoever arising out of, resulting from or in any way related to the Project or the Agreement from any cause or causes, including but not limited to the negligence, professional errors or omissions, strict liability or breach of contract, or warranty express or implied of Consultant (hereafter "Owner's Claims"), shall not exceed the total insurance proceeds paid on behalf of or to Consultant by Consultant's insurers in settlement or satisfaction of Owner's Claims under the terms and conditions of Consultant's insurance policies applicable thereto (excluding fees, costs and expenses of investigation, claims adjustment, defense, and appeal). If no such insurance coverage is provided with respect to Owner's Claims, then the total liability, in the aggregate, of Consultant to Owner and anyone claiming by, through, or under Owner for any and all such uninsured Owner's claims shall not exceed \$250,000.00 per person or \$500,000.00 per incident with property damage liability limited to \$100,000.00 per incident.

ARTICLE VI FEDERAL AND STATE PROVISIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

- (1) **Compliance with Regulations:** Consultant shall comply with the Regulations relative to nondiscrimination in Federally-assisted programs of the Department of Transportation (hereinafter, “DOT”) Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.
- (2) **Nondiscrimination:** Consultant, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. ADP shall not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.
- (3) **Solicitations for Subcontractors, Including Procurements of Materials and Equipment:** In all solicitations either by competitive bidding or negotiation made by Consultant for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by Consultant of Consultant’s obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.
- (4) **Information and Reports:** Consultant shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts other sources of information, and its facilities as may be determined by Client to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of Consultant is in the exclusive possession of another who fails or refuses to furnish this information Consultant shall so certify to Client, as appropriate, and shall set forth what efforts it has made to obtain the information.
- (5) **Sanctions for Noncompliance:** In the event of Consultant’s noncompliance with the nondiscrimination provisions of this contract, the Client shall impose such contract sanctions as it may determine to be appropriate, including but not limited to:
 - a. Withholding of payments to the Consultant under the contract until the Consultant complies, and / or
 - b. Cancellation, termination or suspension of the contract in whole or in part.
- (6) **Incorporation of Provisions:** Consultant shall include the provisions of paragraphs (1) through (6) in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directive issued pursuant thereto. Consultant shall take such action with respect to any subcontract or procurement as Client may direct as a means of enforcing such provisions including sanctions for non-compliance: Provided, however, that in the event a Consultant becomes involved in, or is threatened with litigation with a subcontractor or supplier as a result of such direction, the Consultant may request Client to enter into such litigation to protect the interests of Client and in addition, Consultant may request the United States to enter into such litigation to protect the interests of the United States.

ARTICLE VII GENERAL PROVISIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

To the Consultant: WSP USA Environment & Infrastructure, Inc.
 Attn: Jamie Barnes, Principal
 125 Montoya Rd.
 El Paso, Texas 79932

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

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

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

7.14 TEXAS GOVERNMENT CODE. In accordance to Chapter 2274 of the Texas Government Code, as amended from time to time, the Consultant represents and warrants to the Owner the following: (1) the Consultant does not have a practice, policy, guidance, or directive


that discriminates against a firearm entity or firearm trade association; and (2) the Consultant will not discriminate during the term of this Agreement against a firearm entity or firearm trade association.

WITNESS THE FOLLOWING SIGNATURES AND/OR SEALS:

CITY OF EL PASO:

Tomás González
City Manager

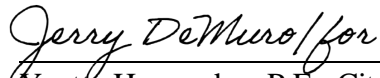
APPROVED AS TO FORM:



Roberta Brito
Assistant City Attorney

APPROVED AS TO CONTENT:

Assistant Director Capital Improvement



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

(Acknowledgment)

THE STATE OF TEXAS §
 §
COUNTY OF EL PASO §

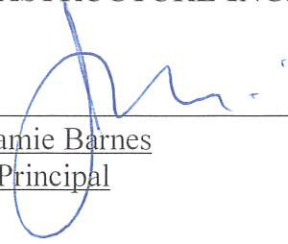
This instrument was acknowledged before me on this _____ day of _____, 2022,
by **Tomás González**, as **City Manager** of the **City of El Paso, Texas**.

Notary Public, State of Texas

My commission expires:

(Signatures continue on following page)

CONSULTANT:
WSP USA ENVIRONMENT &
INFRASTRUCTURE INC.

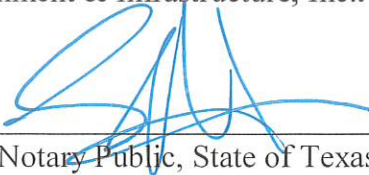

By: Jamie Barnes
Title: Principal

(Acknowledgment)

THE STATE OF TEXAS §
 §
COUNTY OF EL PASO §

This instrument was acknowledged before me on this 14 day of October, 2022,
by Jamie Barnes, as Principal of WSP USA Environment & Infrastructure, Inc..




Notary Public, State of Texas

My commission expires:

02/09/2023

**ATTACHMENT “A”
SCOPE OF SERVICES**

SCOPE OF SERVICES

The contracts will be used for miscellaneous assignments on an on-call basis. Services to be included:

- Planning
- Permitting
- Environmental Sampling and Testing
- Geologic and Hydrogeologic Field Investigations
- Environmental Assessments
- Regulatory Coordination and Negotiations
- Reporting and Preparation of Plans and Specifications
- Bid Support and Construction Administration
- Historical, Archeological Services
- Analytical and Laboratory Testing

Products required to include:

- Reports/Studies
- Plans, specifications, estimates
- Permitting Documents

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

REGULATORY COODINATION AND NEGOTIATION

The consultant may be required to interface, coordinate, and negotiate with regulatory authorities on behalf of the City including but not limited to the US Army Corps of Engineers, US Environmental Protection Agency, US Fish and Wildlife Service, Texas Historical Commission, Texas Department of State Health Services, and the Texas Commission on Environmental Quality.

PETROLEUM STORAGE TANK (PST) AND LEAKING PETROLEUM STORAGE TANK (LPST) SITES

The consultant may be required to conduct the removal or abandonment of PST facilities on City properties in accordance with Texas Commission on Environmental Quality (TCEQ) requirements; therefore, the consultant may be required to obtain the services of a Registered Underground Storage Tank (UST) contractor. The consultant may be required to conduct all phases of assessment or corrective action at LPST sites and shall maintain registration as a LPST Correction Action Specialist (CAS) as well as provide a registered LPST Corrective Action Project Manager (CAPM) in accordance with Title 30, Texas Administrative Code, Chapter 334, Subchapter J. LPST assessments may require the drilling and installation of groundwater monitoring wells by a licensed environmental driller and the collection of soil and groundwater samples for analysis by an analytical laboratory.

ASBESTOS

The consultant must have appropriate knowledge and understanding of federal and state regulations governing the management of regulated asbestos containing materials (RACM). The consultant may be required to perform asbestos surveys, prepare abatement project specifications, and provide air monitoring for abatement activities.

MOLD

The consultant must have the appropriate knowledge and understanding of federal and state regulations governing the management of mold assessment and remediation. The consultant may be required to perform mold surveys, prepare mold remediation project specifications, and provide air monitoring for mold remediation activities.

HAZARDOUS BUILDING MATERIALS

The consultant shall have the appropriate knowledge and understanding to identify, characterize, and properly dispose of potentially hazardous building materials including but not limited to mercury switches, and PCB – containing light ballasts/electrical equipment.

LEAD-BASED PAINT

The consultant shall have the appropriate knowledge and understanding of federal and state regulations governing the management of lead-based paint. The consultant may be required to perform lead-based paint assessments, develop abatement plans and manage abatement activities.

NATIONAL ENVIRONMENTAL POLICY ACT DOCUMENTATION

National Environmental Policy Act (NEPA) documentation as necessary for federally funded projects, including but not limited to roadways, bridges, transit facilities, and airport amenities. The consultant may be required to prepare environmental assessments, environmental impact statements, or other NEPA documentation for these types of projects. The consultant shall have a range of staff capable of identifying and assessing the impacts of capital projects, developing impact mitigation measures, performing biological surveys, archaeological surveys, and other environmental assessment activities required during the preparation of NEPA documentation.

ARCHEOLOGICAL INVESTIGATIONS

The consultant must have the appropriate knowledge and expertise to perform archaeological investigations including records research, field reconnaissance, pedestrian surveys, National Register Testing, other assessment, and mitigation. In addition, the work may include providing an Archaeological Monitor to be present on-site during construction activities to monitor excavations to determine archaeological significance. All activities shall comply with the National Historic Preservation Act of 1966, as amended, and with the Texas Historical Commission requirements.

HAZARDOUS WASTE MANAGEMENT

The consultant must have knowledge of the federal (40 CFR, Chapter I, Parts 265 to 299) and state (30 TAC chapter 335) environmental regulations governing the management of industrial solid waste and municipal hazardous waste. The consultant may be required to provide the following types of hazardous waste management services:

- Prepare annual waste reports
- Provide training to City of El Paso staff regarding hazardous waste management activities
- Assist the City of El Paso in the classification and proper disposal of hazardous waste

AIR QUALITY MONITORING, TESTING, AND PERMITTING

The consultant must have knowledge of applicable air quality regulations, testing protocols, and permitting support/reporting. The consultant may be required to perform air monitoring, and identifying and developing measures and strategies to reduce air emissions from City facilities

including but not limited to municipal solid waste landfill and developing permitting documentation and monitoring reports.

STORMWATER MANAGEMENT

The consultant may be required to prepare or update industrial storm water pollution prevention plans (SWP3) for city facilities in accordance with the Texas Pollutant Discharge Elimination System (TPDES) general permit for industrial discharges. The consultant may be required to design and implement best management practices for improving storm water quality. The consultant may also conduct storm water monitoring, training, and inspections of city facilities in relation to an industrial SWP3 or the City's municipal separate sewer system permit requirements.

PHASE I AND II ENVIRONMENTAL SITE ASSESSMENTS

The consultant must have knowledge and understanding for completing Phase I and Phase II environmental site assessments in accordance with federal and state regulations, ASTM E1527 - 21 Standard Practice for Environmental Site Assessments: Phase I Environmental Site Assessment Process and ASTM E1903 - 19 Standard Practice for Environmental Site Assessments: Phase II Environmental Site Assessment Process. Consultants must have the knowledge and expertise to conduct Phase I and Phase II environmental site assessments as needed.

GENERAL ENVIRONMENTAL SERVICES

The consultant may be required to provide a range of environmental services that are not described in the above categories. These services may include, but are not limited to:

- Provide environmental training to City of El Paso staff, including 40-hour OSHA Hazardous Waste Operations and Emergency Response (HAZWOPER) training and 8-hour HAZWOPER refresher or awareness training.
- Prepare Spill Prevention Control and Countermeasure (SPCC) plans for city facilities.
- Prepare the annual Tier II Chemical Inventory report for city facilities.
- Assist the City of El Paso with the Clean Water Act – Section 404 permitting or coordination with the US Army Corps of Engineers for projects involving waters of the U.S.
- Assist the City of El Paso with GIS mapping and updating GIS databases related to environmental features or programs.
- Assist the City of El Paso with implementing and maintaining an Environmental Management System (EMS) for environmental compliance management.
- Provide strategic planning and feasibility study services.
- Provide asbestos and mold training for operation and maintenance staff.

ANALYTICAL LABORATORY SERVICES

The City expects that analytical laboratory services will be required for this contract in support of the above-mentioned environmental services. The laboratory services provided under this contract shall be provided by accredited laboratories through the National Environmental Laboratory Accreditation Program (NELAP), National Voluntary Laboratory Accreditation Program (NVLAP) and or the American Industrial Hygiene Association.

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

PROPOSED UNIT FEE SCHEDULE

City of El Paso 2022 On-Call Professional Services - Environmental
Charges will be made at the following unit rates for all project related time,
including travel to and from the project site.



Unit Fee Schedule Labor Category	Proposed Rate
Senior Principal	\$ 250.00
Principal/Office Manager	\$ 205.00
Senior Professional (Senior Associate)	\$ 190.00
Project Manager (Associate)	\$ 186.00
Jr. Project Manager/Senior Staff	\$ 155.00
Project Engineer/Geologist/Specialist	\$ 130.00
Level 1 Staff Engineer/Geologist/Specialist	\$ 118.00
Level 2 Staff Engineer/Geologist/Specialist	\$ 103.00
Level 3 Staff Engineer/Geologist/Specialist	\$ 97.00
Level 4 Environmental Specialist/Field Tech	\$ 88.00
Level 5 Environmental Specialist/Field Tech	\$ 85.00
Junior Scientist/Engineer	\$ 75.00
GIS/CAD Technician Level 1	\$ 90.00
GIS/CAD Technician Level 2	\$ 70.00
Technician 1	\$ 75.00
Technician 2	\$ 65.00
Technician 3	\$ 60.00
Technician 4	\$ 55.00
Laborer	\$ 50.00
Admin/Clerical 1	\$ 70.00
Admin/Clerical 2	\$ 55.00

Contracted Consultants Cost plus 10%

Personnel Markup for Health and Safety Level A, B, or C - Additional fees applicable

Itemized labor charges and equipment will be provided should higher level of PPE be required

Legal tasks requiring deposition or court appearances will be increased 50%

All overtime hours worked (in excess of eight hours per day or 40 hrs per week
are subject to 25% markup of listed hourly rates if OT work is specifically requested
by Client or are reasonably necessary to meet job schedules.

All costs not specified are subject to standard City-negotiated markup of 10%



**City of El Paso
Capital Improvement Department
On-Call Professional Services - Environmental
Vehicles & Miscellaneous Charges**

Printing - Other	Cost + 10%	Field Chloride Test	\$ 25.00/Each
Air Fare, Taxi, Car Rental, etc.	Cost + 10%	Indicator Tubes	\$ 10.00/Each
Rented Pickups and Cars	Cost + 10%	55-Gallon Drums	\$ 75.00/Each
Rented Heavy Equipment	Cost + 10%	Steam Cleaner	\$ 150.00/Day
Chartered Aircraft	Cost + 10%	Soil Gas Kit	\$ 150.00/Each
Miscellaneous Subcontracts	Cost + 10%	Hydrocarbon Field Test	\$ 50.00/Each
Sedans and Pickups -2WD	\$ 0.60/Mile	Decontamination Equipment	
	Or \$75/day	(Sprayers, Buckets, Soap)	\$ 35.00/Day
Sedans and Pickups - 4WD	\$ 0.75/Mile	Air Quality Sampling Equipment	\$ 125.00/Day
	Or \$80/day	Fit Test	\$ 150.00/Man
Generator	\$ 100.00/Day	Personal Air Sampling Pump	\$ 45.00/Day
Water Quality Equipment	\$ 75.00/Day	pH/Conductivity Meter	\$ 35.00/Day
Water Probe	\$ 25.00/Day	Hand Auger	\$ 50.00/Day
Interface Probe	\$ 75.00/Day	Field Computer	\$ 50.00/Day
PID Meter	\$ 100.00/Day	Disposable Bailer	\$ 20.00/Each
Oxygen/Combustible Gas Meter	\$ 75.00/Day	All other equipment/supplies	\$ Cost +10% or negotiated per work order
Methane Gas Detector	\$ 75.00/Day		
Respirators with Cartridges	\$ 50.00/Day	Subcontractors	\$ Cost +10%
Tyveks	\$ 25.00/Each	Travel Subsistence for Personnel	\$ Cost +10%
Saranex Tyveks	\$ 50.00/Each		
Gloves	\$ 7.00/Each		

ATTACHMENT “C”
CONSULTANT’S BASIC AND ADDITIONAL SERVICES

Each individual Task Order will identify the “**Project**”, and the Consultant shall provide the Basic and Additional Services as noted herein.

BASIC SERVICES OF THE CONSULTANT

GENERAL

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

REPORT PHASE

1. Upon receipt of the Owner’s written authorization to proceed with the **Report Phase**, the Consultant shall:
 - a. Consult with the Owner to determine the requirements of the Project and together with the Owner develop a mutually acceptable scope for the Project.
 - b. Provide preliminary investigations, studies, topographic surveys including ties to known monuments of right-of-way lines, general supervision of any other services obtained as described in Part 1.c. of this section and interpreting or incorporating results of any such services for inclusion in the Preliminary Study and Report referred to in Part 1.d. of this section.
 - c. (1) Provide consultation and advice as to the necessity of providing or obtaining other services such as: (a) Property surveys, boundary surveys, right-of-way surveys, and utility surveys, (b) Core borings, probings, and hydrographic surveys, (c) Laboratory testing, and (d) Inspection or other special consultation; (2) Act as the Owner's representative in connection with such services; and (3) If concurred with and authorized by the Owner, provide, procure, or assist in procuring such Additional Services.

ATTACHMENT “C”
CONSULTANT’S BASIC AND ADDITIONAL SERVICES

- d.** Prepare a Preliminary Study and Report on the Project based on the mutually accepted program in sufficient detail to indicate clearly the problems involved and the alternative solutions available to the Owner, to include schematic layouts, sketches, flow diagrams and reports of studies, and a general opinion of probable construction costs for such of the above listed improvements to be included in the Project, and to set forth the Consultant’s recommendations.
 - e.** As per Attachment “D”, furnish the Preliminary Study and Report and a general opinion of probable construction cost opinion to the Owner.
- 2.** Upon receipt of the Preliminary Study and Report and before the Consultant is authorized to proceed with the Preliminary Design Phase, the Owner at its option may designate in writing various construction contracts into which the Project shall be divided, each of which may include one or more of the above listed improvements to be constructed. If the Owner designates various construction contracts into which the Project is to be divided, the Consultant shall thereafter treat each construction contract as a separate Project under this Agreement. Each construction contract shall be separately bid and the Consultant shall prepare separate preliminary design, and final design drawings, specifications, proposal forms, notices to bidders, construction contract documents, and other required documents for each construction contract.
- 3.** As identified in the Scope of Work in Attachment “A”, the Consultant shall investigate the extent and character of any potential soil or water contamination on the properties identified in the Scope of Work, conduct asbestos investigations, environmental site assessments, and provide other environmental engineering services as required and authorized. Services not included in the original scope of work shall be considered Additional Services. The Consultant shall perform such professional services as may be necessary to accomplish the work required to be performed under this Agreement, in accordance with this Agreement, applicable Texas Commission on Environmental Quality and Texas Department of State Health Services Regulations, and any and all applicable state, federal and local laws. The Consultant shall develop an Investigation Plan for the identified properties. Upon approval of the Investigation Plan by the City, the City shall arrange to issue a Notice to Proceed for the Consultant to proceed in relation to an identified property.

PHASE I - PRELIMINARY DESIGN PHASE

Upon receipt of the Owner’s written authorization to proceed with the **Preliminary Design Phase**, the Consultant shall do the following separately for each construction contract:

- 1.** Consult with the Owner to determine the Owner’s requirements for the Project.
- 2.** Provide at the Consultant’s sole expense right-of-way surveys, boundary surveys, topographic surveys, drainage surveys, and soil investigations as needed to design the

ATTACHMENT “C”
CONSULTANT’S BASIC AND ADDITIONAL SERVICES

Project and as required by the Scope of Work of the Agreement; obtain all available information from all utility companies and other affected agencies including, but not limited to, the Texas Department of Transportation and the U.S. Department of Interior, Bureau of Reclamation, as needed to complete the proper design. This does not, however, include property surveys and legal descriptions as needed to acquire additional right-of-way or additional property.

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

ATTACHMENT “C”
CONSULTANT’S BASIC AND ADDITIONAL SERVICES

PHASE II - PRE-FINAL DESIGN PHASE

Upon receipt of the Owner’s written authorization to proceed with the Pre-Final Design Phase, the Consultant shall do the following separately for each construction contract:

1. Prepare required documents and assist the Owner in obtaining approval of such governmental authorities as may have jurisdiction over the design criteria applicable to each construction contract. The Consultant’s assistance in obtaining such approvals shall include participation in submissions to and negotiations with the appropriate authorities. The Consultant shall be fully responsible for coordination with all utility companies to resolve conflicts pertaining to location of utility lines and shall exercise customary and usual professional care for obtaining utility clearances. Since some utility locations may not be recorded or mapped, additional efforts to locate utilities maybe required as an additional service upon written approval of the Owner.
2. On the basis of the approved preliminary design documents and subject to approval of design criteria, prepare for incorporation in the construction contract documents detailed drawings and plans, hereinafter called the **“Drawings,”** to show the character and scope of the work to be performed by construction contractors on each construction contract, instructions to bidders, general conditions, special conditions, and technical provisions, hereinafter called **“Specifications.”** These plans shall include the required cross sections from actual fieldwork for estimated earthwork quantities.
3. Advise the Owner of any adjustment to the Consultant’s previous opinion of probable construction costs for each construction contract caused by changes in scope, design requirements, general market conditions, or construction costs and furnish a revised opinion of probable construction costs, based on the completed Drawings and Specifications. The Consultant expressly authorizes any person designated by the Owner to review at any time prior to the Bidding Phase any opinion of probable construction costs made by the Consultant. The Consultant agrees to cooperate fully in such review, and shall furnish the access to all pertinent information upon which the Consultant’s cost opinions were based. In addition, detailed estimates to include orderly presented takeoff sheets, summary and main summary sheets are to be provided to the Owner. Nothing in this provision shall be construed as limiting or waiving the right of the Owner to obtain such information at any other time, or as relieving the Consultant of the responsibility of preparing opinions of probable construction costs. The Owner understands that the Consultant has no control over the cost of availability of labor, equipment, market conditions, or the contractor’s method of pricing and that the Consultant’s opinion of probable construction costs are made on the basis of professional judgment and experience. The Consultant makes no warranty that the bids will not vary from the opinion of probable construction costs.
4. Prepare proposal forms.

ATTACHMENT “C”
CONSULTANT’S BASIC AND ADDITIONAL SERVICES

5. As per **Attachment “D”**, furnish to the Owner copies of the Drawings for review by the Owner, other governmental authorities, and the public utilities. If the Drawings are not approved by the Owner, the Consultant shall furnish copies of the resubmitted Drawings at no additional cost to the Owner. Furnish to the Owner copies of the Specifications and copies of the design analysis showing all engineering calculations for review by the Owner, other governmental authorities who may have jurisdiction over each construction contract, and the public utilities.

PHASE III - FINAL DESIGN PHASE

Upon receipt of the Owner’s written authorization to proceed with the Final Design Phase, the Consultant shall do the following separately for each construction contract:

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

ATTACHMENT “C”
CONSULTANT’S BASIC AND ADDITIONAL SERVICES

BIDDING PHASE

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

1. Assist the Owner in the determination of the bidding period and bid date and provide necessary data for preparation of the notice to bidders by the Owner as required for advertising purposes.
2. Assist the Owner in responding to all questions from prospective bidders concerning the Drawings and Specifications.
3. Attend a pre-bid conference, if any, to explain the Project and to answer questions regarding the Project.
4. Prepare addenda to the Drawings and Specifications as may be required during the advertising period. Any addenda issued shall be approved by all agencies having approval authority over the Drawings and Specifications. As per Attachment “D”, deliver copies of all addenda to the Owner for appropriate action.
5. As identified in Attachment “A”, assist the Owner in evaluating bids, including obtaining and providing to the Owner reasonably available information as to the quality, ability, and performance record of the three lowest responsible bidders or assist the Owner in rating all bidders using Best Value Evaluation Criteria provided by the Owner, including obtaining and providing to the Owner reasonably available information as to the quality, ability, and performance record of the bidders. If Best Value Evaluation Criteria are required after the consulting fees have been negotiated and accepted, Consultant may request Additional Services fees.
6. Advise the Owner concerning the acceptability of subcontractors and other persons and organizations proposed by the general construction contractor for those portions of the work for which such acceptability is required by the construction contract documents.

CONSTRUCTION PHASE

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

1. Attend the pre-construction conference to assist the Owner in responding to all questions from the construction contractor.
2. Advise and consult with the Owner and act as the Owner’s representative as provided in the general conditions of the Agreement included in the construction contract. Such general conditions shall be the Owner’s standard general conditions for construction projects, with

ATTACHMENT “C”
CONSULTANT’S BASIC AND ADDITIONAL SERVICES

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

ATTACHMENT "C"
CONSULTANT'S BASIC AND ADDITIONAL SERVICES

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,

ATTACHMENT “C”
CONSULTANT’S BASIC AND ADDITIONAL SERVICES

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

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

construction contractor’s default under the construction contract due to delinquency or insolvency.

24. Provide extensive assistance in the initial start-up and test operation of equipment or devices and the preparation of manuals of operation and maintenance.
25. Serve as an expert witness for the Owner in any litigation or other proceeding involving the Project.

ADDITIONAL SERVICES OF THE CONSULTANT

GENERAL

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

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

ATTACHMENT “C”
CONSULTANT’S BASIC AND ADDITIONAL SERVICES

RESIDENT PROJECT SERVICES

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

**ATTACHMENT “D”
PAYMENT AND DELIVERABLE SCHEDULES**

PAYMENT SCHEDULE

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

Fixed fee Payment to Consultant

Report Phase	To be determined by Task Order
Preliminary Design Phase	To be determined by Task Order
Pre-Final Design Phase	To be determined by Task Order
Final Design Phase	To be determined by Task Order
Bidding Phase	To be determined by Task Order
Construction Phase	To be determined by Task Order

Time and materials shall be billed to Owner by Consultant pursuant to the schedule provided in the consultant’s proposal found in **Attachment “B”**. The time shown in **Attachment “B”** is an estimate. Should the services rendered during the bidding and construction phases exceed the estimated amount, written authorization will be required prior to rendering services. Written authorization shall be only by contract amendment in accordance with the contract provisions. For contracts with a total value less than Fifty Thousand and No/100 Dollars (\$50,000), the parties agree that at no time may the amount of the compensation under this contract exceed Fifty Thousand and No/100 Dollars (\$50,000) except by execution of an amendment to this Agreement.

Payment for each Phase shall be made on a monthly basis. The Owner shall make payments upon presentation of the Consultant’s detailed Invoice and a Consulting Summary and Progress Report and the Owner’s written approval.

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

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

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

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

ATTACHMENT “D” PAYMENT AND DELIVERABLE SCHEDULES

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

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

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

DELIVERABLE SCHEDULE

REPORT PHASE

The services called for in the Report Phase of this Agreement shall be completed and **5 copies** of the Preliminary Study and Report shall be submitted within the time frame set forth in the written authorization from the Owner for the Consultant to proceed.

PHASE I—PRELIMINARY DESIGN PHASE

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

PHASE II—PRE-FINAL DESIGN PHASE

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

PHASE III—FINAL DESIGN PHASE

The services called for in **Phase III** of this Agreement shall be completed and **10 copies** of final design Drawings and Specifications for review and approval prior to the reproduction for bidding purposes shall be submitted within the time frame set forth in the written authorization from the Owner for the Consultant to proceed. After review, the Consultant shall submit to Owner **3 copies** of the final revised design documents and specifications for final check. Upon the approval of the final design documents, the Consultant shall furnish **10 copies** of the final design documents and specifications for bidding to the Owner within the time frame set forth in the written authorization from the Owner for the Consultant to proceed.

**ATTACHMENT “D”
PAYMENT AND DELIVERABLE SCHEDULES**

PHASE IV—BIDDING PHASE

Provide services as authorized by Owner during the bid phase as described in Attachment “C” and submit **1 copy** of all addenda to the Owner for appropriate action within **2 consecutive calendar days**.

PHASE V - CONSTRUCTION PHASE

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

ATTACHMENT “E”
Insurance



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

10/11/2022

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

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

PRODUCER Arthur J. Gallagher Risk Management Services, Inc 300 Madison Avenue 28th Floor New York NY 10017	CONTACT NAME: AJG Service Team PHONE (A/C, No, Ext): 212-981-2485 E-MAIL ADDRESS: GGB.WSPUS.CertRequests@ajg.com FAX (A/C, No): 212-994-7074
INSURED WSP USA Environment & Infrastructure Inc. 1075 Big Shanty Rd. Suite 100 Kennesaw, GA 30144	INSURER(S) AFFORDING COVERAGE INSURER A: QBE Specialty Insurance Company INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:

COVERAGES**CERTIFICATE NUMBER:** 1842516870**REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:						EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)
	UMBRELLA LIAB EXCESS LIAB <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE AGGREGATE
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	<input type="checkbox"/> Y <input type="checkbox"/> N	N/A				PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT
A	Professional Liability CLAIMS-MADE			QPL0022630	9/21/2022	10/31/2022	Per Claim Aggregate \$2,000,000 \$2,000,000

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

THIRTY (30) DAYS NOTICE OF CANCELLATION
2022-425R. On call environmental services with long term client (City of El Paso). Includes Phase I/II ESAs, asbestos surveys, remediation, permitting, NEPA, stormwater, etc. Task focused delivery.

CERTIFICATE HOLDER**CANCELLATION**

City of El Paso Capital Improvement Department
218 N. Campbell Street
El Paso TX 79901

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

10/11/2022

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

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

PRODUCER Arthur J. Gallagher Risk Management Services, Inc 300 Madison Avenue 28th Floor New York NY 10017	CONTACT NAME: AJG Service Team PHONE (A/C, No, Ext): 212-994-7100 E-MAIL ADDRESS: GGB.WSPUS.CERTREQUESTS@AJG.COM FAX (A/C, No): 212-994-7047
INSURED WSP USA Environment & Infrastructure Inc. 1075 Big Shanty Rd. Suite 100 Kennesaw, GA 30144	INSURER(S) AFFORDING COVERAGE INSURER A: Liberty Insurance Corporation INSURER B: Zurich American Insurance Company INSURER C: American Guarantee and Liability Ins Co INSURER D: INSURER E: INSURER F:

COVERAGES**CERTIFICATE NUMBER:** 716252106**REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
B	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y		GLO 9835819-09	9/21/2022	5/1/2023	EACH OCCURRENCE \$ 3,500,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 3,500,000 GENERAL AGGREGATE \$ 7,500,000 PRODUCTS - COMP/OP AGG \$ 3,500,000 \$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY	Y		AS7-621-094060-032	9/21/2022	5/1/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 5,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
C	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			AUC0144386-06	9/21/2022	5/1/2023	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000 \$
A A A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input checked="" type="checkbox"/> N	N/A	WA7-62D-094060-012 WA7-62D-094060-982 WA7-62D-095609-072 WC7-621-094060-912	9/21/2022 9/21/2022 9/21/2022 9/21/2022	5/1/2023 5/1/2023 5/1/2023 5/1/2023	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 2,000,000 E.L. DISEASE - EA EMPLOYEE \$ 2,000,000 E.L. DISEASE - POLICY LIMIT \$ 2,000,000

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

THIRTY (30) DAYS NOTICE OF CANCELLATION.
2022-425R. On call environmental services with long term client (City of El Paso). Includes Phase I/II ESAs, asbestos surveys, remediation, permitting, NEPA, stormwater, etc. Task focused delivery. The Owner is included as Additional Insured with respect to the General Liability and Automobile Liability policies as required by written agreement, pursuant to and subject to the policy's terms, definitions, conditions and exclusions.

CERTIFICATE HOLDER**CANCELLATION**

City of El Paso Capital Improvement Department
218 N. Campbell Street
El Paso TX 79901

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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ATTACHMENT “F”

ATTACHMENT “F”

FEDERAL AVIATION ADMINISTRATION (FAA) CONTRACT PROVISIONS

In this Attachment “F”, the term “Contractor” shall refer to the “Consultant”, and the term “Airport Sponsor” shall refer to the “City”.

If there are any conflicts between the terms and conditions of Attachment “F” and Article VI of the Agreement, the terms and conditions of Attachment “F” will prevail.

A. GENERAL REQUIREMENT FOR CONTRACT

1. The contractor (including all subcontractors) are required to insert these contract provisions in each contract and subcontract, and further require that the clauses be included in all subcontracts;
2. The contractor (or subcontractor) is required to incorporate applicable requirements of these contract provisions by reference for work done under any purchase orders, rental agreements and other agreements for supplies or services;
3. The contractor is responsible for compliance with these contract provisions by any subcontractor, lower-tier subcontractor or service provider; and
4. The contractor (or subcontractor) shall not modify the provisions.

Subject to the applicability criteria noted in the specific contract provisions, these contract provisions apply to all work performed on the contract.

B. FAILURE TO COMPLY

Failure to comply with the terms of these contract provisions may be sufficient grounds to:

1. Withhold progress payments or final payment,
2. Terminate the contract,
3. Seek suspension/debarment, or
4. Any other action determined to be appropriate by the Airport Sponsor or the FAA.

C. CONTRACT PROVISIONS

1. ACCESS TO RECORDS AND REPORTS (all AIP-funded projects)

The Contractor must maintain an acceptable cost accounting system. The Contractor agrees to provide the Sponsor, the Federal Aviation Administration, and the Comptroller General of the United States or any of their duly authorized

representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to the specific contract for the purpose of making audit, examination, excerpts and transcriptions. The Contractor agrees to maintain all books, records and reports required under this contract for a period of not less than three years after the final payment is made and all pending matters are closed.

2. **BREACH OF CONTRACT TERMS** (all contracts that exceed the simplified acquisition threshold as fixed at 41 USC 403(11). This threshold is presently set at \$100,000.)

Any violation or breach of terms of this contract on the part of the contractor or its subcontractors may result in the suspension or termination of this contract or such other action that may be necessary to enforce the rights of the parties of this agreement. The duties and obligations imposed by the Contract Documents and the rights and remedies available thereunder are in addition to, and not a limitation of, any duties, obligations, rights and remedies otherwise imposed or available by law.

3. **BUY AMERICAN PREFERENCES** (all AIP-funded projects, if this professional services agreement includes any manufactured product as a deliverable.)

BUY AMERICAN CERTIFICATION

The contractor agrees to comply with 49 USC § 50101, which provides that Federal funds may not be obligated unless all steel and manufactured goods used in AIP-funded projects are produced in the United States, unless the FAA has issued a waiver for the product; the product is listed as an Excepted Article, Material Or Supply in Federal Acquisition Regulation subpart 25.108; or is included in the FAA Nationwide Buy American Waivers Issued list.

A bidder or offeror must submit the appropriate Buy America certification (below) with all bids or offers on AIP funded projects. Bids or offers that are not accompanied by a completed Buy America certification must be rejected as nonresponsive.

Type of Certification is based on Type of Project:

There are two types of Buy American certifications.

- For projects for a facility, the Certificate of Compliance Based on Total Facility (Terminal or Building Project) must be submitted.
- For all other projects, the Certificate of Compliance Based on Equipment and Materials Used on the Project (Non-building construction projects such as runway or roadway construction; or equipment acquisition projects) must be submitted.

Certificate of Buy American Compliance for Total Facility

(Buildings such as Terminal, SRE, ARFF, etc.)

As a matter of bid responsiveness, the bidder or offeror must complete, sign, date, and submit this certification statement with their proposal. The bidder or offeror must indicate how they intend to comply with 49 USC § 50101 by selecting one of the following certification statements. These statements are mutually exclusive. Bidder must select one or the other (i.e. not both) by inserting a checkmark (✓) or the letter "X".

☒ Bidder or offeror hereby certifies that it will comply with 49 USC. 50101 by:

- a. Only installing steel and manufactured products produced in the United States; or
- b. Installing manufactured products for which the FAA has issued a waiver as indicated by inclusion on the current FAA Nationwide Buy American Waivers Issued listing; or
- c. Installing products listed as an Excepted Article, Material or Supply in Federal Acquisition Regulation Subpart 25.108.

By selecting this certification statement, the bidder or offeror agrees:

1. To provide to the Owner evidence that documents the source and origin of the steel and manufactured product.
 2. To faithfully comply with providing US domestic products
 3. To refrain from seeking a waiver request after establishment of the contract, unless extenuating circumstances emerge that the FAA determines justified.
- ☐ The bidder or offeror hereby certifies it cannot comply with the 100% Buy American Preferences of 49 USC § 50101(a) but may qualify for either a Type 3 or Type 4 waiver under 49 USC § 50101(b). By selecting this certification statement, the apparent bidder or offeror with the apparent low bid agrees:
1. To the submit to the Owner within 15 calendar days of the bid opening, a formal waiver request and required documentation that support the type of waiver being requested.
 2. That failure to submit the required documentation within the specified timeframe is cause for a non-responsive determination may results in rejection of the proposal.
 3. To faithfully comply with providing US domestic products at or above the approved US domestic content percentage as approved by the FAA.

4. To furnish US domestic product for any waiver request that the FAA rejects.
5. To refrain from seeking a waiver request after establishment of the contract, unless extenuating circumstances emerge that the FAA determines justified.

Required Documentation


Type 3 Waiver - The cost of components and subcomponents produced in the United States is more than 60% of the cost of all components and subcomponents of the “facility”. The required documentation for a type 3 waiver is:

- a. Listing of all manufactured products that are not comprised of 100% US domestic content (Excludes products listed on the FAA Nationwide Buy American Waivers Issued listing and products excluded by Federal Acquisition Regulation Subpart 25.108; products of unknown origin must be considered as non-domestic products in their entirety)
- b. Cost of non-domestic components and subcomponents, excluding labor costs associated with final assembly and installation at project location.
- c. Percentage of non-domestic component and subcomponent cost as compared to total “facility” component and subcomponent costs, excluding labor costs associated with final assembly and installation at project location.

Type 4 Waiver – Total cost of project using US domestic source product exceeds the total project cost using non-domestic product by 25%. The required documentation for a type 4 waiver is:

- a. Detailed cost information for total project using US domestic product
- b. Detailed cost information for total project using non-domestic product

False Statements: Per 49 USC § 47126, this certification concerns a matter within the jurisdiction of the Federal Aviation Administration and the making of a false, fictitious or fraudulent certification may render the maker subject to prosecution under Title 18, United States Code.

October 14, 2022 _____ Date	 _____ Signature
WSP USA Environment & Infrastructure Inc. _____ Company Name	Principal _____ Title

* * * * *

Certificate of Buy American Compliance for Manufactured Products

(Non-building construction projects, equipment acquisition projects)

As a matter of bid responsiveness, the bidder or offeror must complete, sign, date, and submit this certification statement with their proposal. The bidder or offeror must indicate how they intend to comply with 49 USC § 50101 by selecting one on the following certification statements. These statements are mutually exclusive. Bidder must select one or the other (not both) by inserting a checkmark (✓) or the letter "X".

☒ Bidder or offeror hereby certifies that it will comply with 49 USC § 50101 by:

- a. Only installing steel and manufactured products produced in the United States, or;
- b. Installing manufactured products for which the FAA has issued a waiver as indicated by inclusion on the current FAA Nationwide Buy American Waivers Issued listing, or;
- c. Installing products listed as an Excepted Article, Material or Supply in Federal Acquisition Regulation Subpart 25.108.

By selecting this certification statement, the bidder or offeror agrees:

1. To provide to the Owner evidence that documents the source and origin of the steel and manufactured product.
2. To faithfully comply with providing US domestic product
3. To furnish US domestic product for any waiver request that the FAA rejects
4. To refrain from seeking a waiver request after establishment of the contract, unless extenuating circumstances emerge that the FAA determines justified.

☐ The bidder or offeror hereby certifies it cannot comply with the 100% Buy American Preferences of 49 USC § 50101(a) but may qualify for either a Type 3 or Type 4 waiver under 49 USC § 50101(b). By selecting this certification statement, the apparent bidder or offeror with the apparent low bid agrees:

1. To the submit to the Owner within 15 calendar days of the bid opening, a formal waiver request and required documentation that support the type of waiver being requested.
2. That failure to submit the required documentation within the specified timeframe is cause for a non-responsive determination may result in rejection of the proposal.

3. To faithfully comply with providing US domestic products at or above the approved US domestic content percentage as approved by the FAA.
4. To refrain from seeking a waiver request after establishment of the contract, unless extenuating circumstances emerge that the FAA determines justified.

Required Documentation

Type 3 Waiver - The cost of the item components and subcomponents produced in the United States is more than 60% of the cost of all components and subcomponents of the "item". The required documentation for a type 3 waiver is:

- a. Listing of all product components and subcomponents that are not comprised of 100% US domestic content (Excludes products listed on the FAA Nationwide Buy American Waivers Issued listing and products excluded by Federal Acquisition Regulation Subpart 25.108; products of unknown origin must be considered as non-domestic products in their entirety)
- b. Cost of non-domestic components and subcomponents, excluding labor costs associated with final assembly at place of manufacture.
- c. Percentage of non-domestic component and subcomponent cost as compared to total "item" component and subcomponent costs, excluding labor costs associated with final assembly at place of manufacture.

Type 4 Waiver – Total cost of project using US domestic source product exceeds the total project cost using non-domestic product by 25%. The required documentation for a type 4 waiver is:

- a. Detailed cost information for total project using US domestic product
- b. Detailed cost information for total project using non-domestic product

False Statements: Per 49 USC § 47126, this certification concerns a matter within the jurisdiction of the Federal Aviation Administration and the making of a false, fictitious or fraudulent certification may render the maker subject to prosecution under Title 18, United States Code.

October 14, 2022

Date



Signature

WSP USA Environment & Infrastructure Inc.

Company Name

Principal

Title

4. **GENERAL CIVIL RIGHTS PROVISIONS (all contracts)**

The contractor agrees that it will comply with pertinent statutes, Executive Orders and such rules as are promulgated to ensure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or handicap be excluded from participating in any activity conducted with or benefiting from Federal assistance.

This provision binds the contractors from the bid solicitation period through the completion of the contract. This provision is in addition to that required of Title VI of the Civil Rights Act of 1964.

This provision also obligates the tenant/concessionaire/lessee or its transferee for the period during which Federal assistance is extended to the airport through the Airport Improvement Program, except where Federal assistance is to provide, or is in the form of personal property; real property or interest therein; structures or improvements thereon.

In these cases the provision obligates the party or any transferee for the longer of the following periods:

- a. The period during which the property is used by the airport sponsor or any transferee for a purpose for which Federal assistance is extended, or for another purpose involving the provision of similar services or benefits; or
- b. The period during which the airport sponsor or any transferee retains ownership or possession of the property.

5. **CIVIL RIGHTS-TITLE IV COMPLIANCE WITH NONDISCRIMINATION REQUIREMENTS (all AIP funded projects)**

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

1. **Compliance with Regulations:** The contractor (hereinafter includes consultants) will comply with the **Title VI List of Pertinent Nondiscrimination Statutes and Authorities**, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
2. **Non-discrimination:** The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.

3. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor's obligations under this contract and the Acts and the Regulations relative to Non-discrimination on the grounds of race, color, or national origin.
 4. **Information and Reports:** The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the sponsor or the Federal Aviation Administration to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the sponsor or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.
 5. **Sanctions for Noncompliance:** In the event of a contractor's noncompliance with the Non-discrimination provisions of this contract, the sponsor will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:
 - a. Withholding payments to the contractor under the contract until the contractor complies; and/or
 - b. Cancelling, terminating, or suspending a contract, in whole or in part.
 6. **Incorporation of Provisions:** The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with respect to any subcontractor or procurement as the sponsor or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the sponsor to enter into any litigation to protect the interests of the sponsor. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.
6. **CLEAN AIR AND WATER POLLUTION CONTROL** (all contracts that exceed \$100,000)

Contractors and subcontractors agree:

1. That any facility to be used in the performance of the contract or subcontract or to benefit from the contract is not listed on the Environmental Protection Agency (EPA) List of Violating Facilities;
2. To comply with all the requirements of Section 114 of the Clean Air Act, as amended, 42 U.S.C. 1857 et seq. and Section 308 of the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq. relating to inspection, monitoring, entry, reports, and information, as well as all other requirements specified in Section 114 and Section 308 of the Acts, respectively, and all other regulations and guidelines issued thereunder;
3. That, as a condition for the award of this contract, the contractor or subcontractor will notify the awarding official of the receipt of any communication from the EPA indicating that a facility to be used for the performance of or benefit from the contract is under consideration to be listed on the EPA List of Violating Facilities;
4. To include or cause to be included in any construction contract or subcontract which exceeds \$100,000 the aforementioned criteria and requirements.

7. CONTRACT WORKHOURS AND SAFETY STANDARDS ACT REQUIREMENTS (all contracts that exceed \$100,000)

1. Overtime Requirements.

No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic, including watchmen and guards, in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

2. Violation; Liability for Unpaid Wages; Liquidated Damages.

In the event of any violation of the clause set forth in paragraph (1) above, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph 1 above, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in

excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph 1 above.

3. Withholding for Unpaid Wages and Liquidated Damages.

The Federal Aviation Administration or the Sponsor shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any monies payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other Federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph 2 above.

4. Subcontractors.

The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraphs 1 through 4 and also a clause requiring the subcontractor to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs 1 through 4 of this section.

8. **CERTIFICATE REGARDING DEBARMENT AND SUSPENSION (BIDDER OR OFFEROR)** (all contracts that exceed \$25,000)

By submitting a bid/proposal under this solicitation, the bidder or offeror certifies that at the time the bidder or offeror submits its proposal that neither it nor its principals are presently debarred or suspended by any Federal department or agency from participation in this transaction.

9. **DISADVANTAGED BUSINESS ENTERPRISES** (all AIP-funded projects)

Contract Assurance (49 CFR § 26.13) - The contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy, as the recipient deems appropriate.

Prompt Payment (49 CFR §26.29)- The prime contractor agrees to pay each subcontractor under this prime contract for satisfactory performance of its contract no later than thirty (30) days from the receipt of each payment the prime contractor receives from the City. The prime contractor agrees further to return retainage payments to each subcontractor within thirty (30) days after the subcontractor's work is satisfactorily completed. Any delay or postponement of payment from the above referenced time frame

may occur only for good cause following written approval of the City. This clause applies to both DBE and non-DBE subcontractors.

10. FEDERAL FAIR LABOR STANDARDS ACT (FEDERAL MINIMUM WAGE) (all contracts)

All contracts and subcontracts that result from this solicitation incorporate the following provisions by reference, with the same force and effect as if given in full text. The contractor has full responsibility to monitor compliance to the referenced statute or regulation. The contractor must address any claims or disputes that pertain to a referenced requirement directly with the Federal Agency with enforcement responsibilities.

Requirement	Federal Agency with Enforcement Responsibilities
Federal Fair Labor Standards Act (29 USC 201)	U.S. Department of Labor – Wage and Hour Division

11. LOBBYING AND INFLUENCING FEDERAL EMPLOYEES (all AIP-funded projects)

The bidder or offeror certifies by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the bidder or offeror, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to

a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

12. OCCUPATIONAL SAFETY AND HEALTH ACT OF 1970 (all contracts)

All contracts and subcontracts that result from this solicitation incorporate the following provisions by reference, with the same force and effect as if given in full text. The contractor has full responsibility to monitor compliance to the referenced statute or regulation. The contractor must address any claims or disputes that pertain to a referenced requirement directly with the Federal Agency with enforcement responsibilities.

Requirement	Federal Agency with Enforcement Responsibilities
Occupational Safety and Health Act of 1970 (20 CFR Part 1910)	U.S. Department of Labor – Occupational Safety and Health Administration

13. RIGHTS TO INVENTIONS (all AIP-funded projects)

All rights to inventions and materials generated under this contract are subject to requirements and regulations issued by the FAA and the Sponsor of the Federal grant under which this contract is executed.

14. TERMINATION OF CONTRACT (contracts that exceed \$10,000)

1. The Sponsor may, by written notice, terminate this contract in whole or in part at any time, either for the Sponsor's convenience or because of failure to fulfill the contract obligations. Upon receipt of such notice services must be immediately discontinued (unless the notice directs otherwise) and all materials as may have been accumulated in performing this contract, whether completed or in progress, delivered to the Sponsor.
2. If the termination is for the convenience of the Sponsor, an equitable adjustment in the contract price will be made, but no amount will be allowed for anticipated profit on unperformed services.
3. If the termination is due to failure to fulfill the contractor's obligations, the Sponsor may take over the work and prosecute the same to completion by contract or otherwise. In such case, the contractor is liable to the Sponsor for any additional cost occasioned to the Sponsor thereby.
4. If, after notice of termination for failure to fulfill contract obligations, it is determined that the contractor had not so failed, the termination will be deemed

to have been effected for the convenience of the Sponsor. In such event, adjustment in the contract price will be made as provided in paragraph 2 of this clause.

5. The rights and remedies of the sponsor provided in this clause are in addition to any other rights and remedies provided by law or under this contract.

15. TRADE RESTRICTION CLAUSE (all AIP-funded projects)

The contractor or subcontractor, by submission of an offer and/or execution of a contract, certifies that it:

- a. is not owned or controlled by one or more citizens of a foreign country included in the list of countries that discriminate against U.S. firms published by the Office of the United States Trade Representative (USTR);
- b. has not knowingly entered into any contract or subcontract for this project with a person that is a citizen or national of a foreign country on said list, or is owned or controlled directly or indirectly by one or more citizens or nationals of a foreign country on said list;
- c. has not procured any product nor subcontracted for the supply of any product for use on the project that is produced in a foreign country on said list.

Unless the restrictions of this clause are waived by the Secretary of Transportation in accordance with 49 CFR 30.17, no contract shall be awarded to a contractor or subcontractor who is unable to certify to the above. If the contractor knowingly procures or subcontracts for the supply of any product or service of a foreign country on said list for use on the project, the Federal Aviation Administration may direct through the Sponsor cancellation of the contract at no cost to the Government.

Further, the contractor agrees that, if awarded a contract resulting from this solicitation, it will incorporate this provision for certification without modification in each contract and in all lower tier subcontracts. The contractor may rely on the certification of a prospective subcontractor unless it has knowledge that the certification is erroneous.

The contractor shall provide immediate written notice to the sponsor if the contractor learns that its certification or that of a subcontractor was erroneous when submitted or has become erroneous by reason of changed circumstances. The subcontractor agrees to provide written notice to the contractor if at any time it learns that its certification was erroneous by reason of changed circumstances.

This certification is a material representation of fact upon which reliance was placed when making the award. If it is later determined that the contractor or subcontractor knowingly rendered an erroneous certification, the Federal Aviation Administration may

direct through the Sponsor cancellation of the contract or subcontract for default at no cost to the Government.

Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by this provision. The knowledge and information of a contractor is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

This certification concerns a matter within the jurisdiction of an agency of the United States of America and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under Title 18, United States Code, Section 1001.

16. TEXTING WHEN DRIVING (all contracts)

In accordance with Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving" (10/1/2009) and DOT Order 3902.10 "Text Messaging While Driving" (12/30/2009), FAA encourages recipients of Federal grant funds to adopt and enforce safety policies that decrease crashes by distracted drivers, including policies to ban text messaging while driving when performing work related to a grant or sub-grant.

The Contractor must promote policies and initiatives for employees and other work personnel that decrease crashes by distracted drivers, including policies to ban text messaging while driving. The Contractor must include these policies in each third party subcontract involved on this project.



Legislation Text

File #: 22-1464, Version: 1

CITY OF EL PASO, TEXAS
LEGISTAR AGENDA ITEM SUMMARY FORM

DISTRICT, DEPARTMENT, CONTACT INFORMATION:

Please choose District and Department from drop down menu. Please post exactly as example below.

No Title's, No emails. Please use ARIAL 10 Font.

All Districts

Purchasing and Strategic Sourcing, Claudia A. Garcia, (915) 212-1218

Animal Services, Terry K. Kebschull, (915) 212-8742

AGENDA LANGUAGE:

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

The linkage to the Strategic Plan is subsection 8.3: Enhance animal services to ensure El Paso's pets are provided a safe and healthy environment.

Award Summary:

Discussion and action of the award of Solicitation No. 2022-0850 Veterinary Medical Supplies (Re-Bid III) to Manuel Talamantes, III dba El Paso Veterinary Supply and Steris Corporation dba Hu-Friedy Mfg. Co. LLC, for an initial term of three (3) years for an estimated amount of \$1,153,238.58. This contract will allow Animal Services to procure surgical, medications, antibiotics, test kits and other medical supplies needed for animals in their care.

Contract Variance:

The difference in price based on comparison to the previous contract is as follows: An increase of \$379,571.61 for the initial term, which represents a 49.06% increase due to quantity and price increases.

Department:	Animal Services
Vendor # 1:	Manuel Talamantes, III dba El Paso Veterinary Supply El Paso, TX
Item(s):	Group I (Items 1-4, 7, 9-58, 61-81 and 83) Group II (Items 1-9, 12-31, 34-62, 64-73 and 75-96)
Initial Term:	3 years
Annual Estimated Award:	\$383,086.18
Total Estimated Award:	\$1,149,258.54 (3 years)
Vendor # 2:	Steris Corporation dba Hu-Friedy Mfg. Co. LLC Chicago, IL
Item(s):	Group II (Items 10, 11 and 32)
Initial Term:	3 years

Annual Estimated Award: \$1,326.68
Total Estimated Award: \$3,980.04 (3 years)

Total Annual Amount: \$384,412.86 (2 Vendors)
Total Estimated Award: \$1,153,238.58 (3 years) (2 Vendors)
Account No.: Non-Federal Funds
Funding Source: 225-2580-25120-531120
District(s): All

This is a low bid, unit price contract.

The Purchasing & Strategic Sourcing and Animal Services Departments recommend award as indicated to Manuel Talamantes, III dba El Paso Veterinary Supply and Steris Corporation dba Hu-Friedy Mfg. Co. LLC, the lowest, responsive and responsible bidders.

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

AGENDA DATE: November 8, 2022
PUBLIC HEARING DATE: Not Applicable

CONTACT PERSON(S) NAME AND PHONE NUMBER:

Terry K. Kebschull, Animal Services Director, (915) 212-8742
Claudia A. Garcia, Interim Director of Purchasing & Strategic Sourcing, (915) 212-1218

DISTRICT(S) AFFECTED: All

STRATEGIC GOAL: No. 8 – Nurture and Promote a Healthy, Sustainable Community

SUBGOAL: 8.3 – Enhance animal services to ensure El Paso's pets are provided a safe and healthy environment.

SUBJECT:

Discussion and action of the award of Solicitation No. 2022-0850 Veterinary Medical Supplies (Re-Bid III) to Manuel Talamantes, III dba El Paso Veterinary Supply and Steris Corporation dba Hu-Friedy Mfg. Co. LLC., for an initial term of three (3) years for an estimated amount of \$1,153,238.58.

Group I (Items 1-4, 7, 9-58, 61-81 and 83)

Group II (Items 1-9, 12-31, 34-62, 64-73 and 75-96) to be awarded to Manuel Talamantes, III dba El Paso Veterinary Supply for an initial three (3) year term for an estimated amount of \$1,149,258.54.

Group II (Items 10, 11 and 32) to be awarded to Steris Corporation dba Hu-Friedy Mfg. Co. LLC., for an initial three (3) year term for an estimated amount of \$3,980.04.

BACKGROUND / DISCUSSION:

This contract will allow Animal Services to procure surgical, medications, antibiotics, test kits and other medical supplies needed for animals in their care.

SELECTION SUMMARY:

Solicitation was advertised on July 26, 2022 and August 8, 2022. The solicitation was posted on City website on July 26, 2022. There was a total of one hundred thirty-one (131) viewers online; two (2) bids were received; one (1) from a local vendor. An inadequate competition survey was conducted.

CONTRACT VARIANCE:

The difference in price, based on comparison to the previous contract is as follows: An increase of \$379,571.64 for the initial term, which represents a 49.06% increase due to prices increased as well as the quantities for the requested items increased.

PROTEST

No protest received for this requirement.

PRIOR COUNCIL ACTION:

NA

AMOUNT AND SOURCE OF FUNDING:

Amount: \$1,153,238.58

Funding Source: Non-Federal Funds

Account: 225-2580-25120-531120

HAVE ALL AFFECTED DEPARTMENTS BEEN NOTIFIED? ☒ YES ☐ NO

PRIMARY DEPARTMENT: Environmental Services
SECONDARY DEPARTMENT: Purchasing & Strategic Sourcing

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

DEPARTMENT HEAD:


Terry K. Kebschull, Animal Services Director

**COUNCIL PROJECT FORM
(Low Bid)**

*******POSTING LANGUAGE BELOW*******

Please place the following item on the **REGULAR AGENDA** for the Council Meeting of **November 8, 2022.**

STRATEGIC GOAL NO. 8: Nurture and Promote a Healthy, Sustainable Community

The linkage to the Strategic Plan is subsection 8.3: Enhance animal services to ensure El Paso's pets are provided a safe and healthy environment.

Award Summary:

Discussion and action of the award of Solicitation No. 2022-0850 Veterinary Medical Supplies (Re-Bid III) to Manuel Talamantes, III dba El Paso Veterinary Supply and Steris Corporation dba Hu-Friedy Mfg. Co. LLC, for an initial term of three (3) years for an estimated amount of \$1,153,238.58. This contract will allow Animal Services to procure surgical, medications, antibiotics, test kits and other medical supplies needed for animals in their care.

Contract Variance:

The difference in price based on comparison to the previous contract is as follows: An increase of \$379,571.61 for the initial term, which represents a 49.06% increase due to quantity and price increases.

Department:	Animal Services
Vendor # 1:	Manuel Talamantes, III dba El Paso Veterinary Supply El Paso, TX
Item(s):	Group I (Items 1-4, 7, 9-58, 61-81 and 83) Group II (Items 1-9, 12-31, 34-62, 64-73 and 75-96)
Initial Term:	3 years
Annual Estimated Award:	\$383,086.18
Total Estimated Award:	\$1,149,258.54 (3 years)

Vendor # 2:	Steris Corporation dba Hu-Friedy Mfg. Co. LLC Chicago, IL
Item(s):	Group II (Items 10, 11 and 32)
Initial Term:	3 years
Annual Estimated Award:	\$1,326.68
Total Estimated Award:	\$3,980.04 (3 years)

Total Annual Amount:	\$384,412.86 (2 Vendors)
Total Estimated Award:	\$1,153,238.58 (3 years) (2 Vendors)
Account No.:	Non-Federal Funds
Funding Source:	225-2580-25120-531120
District(s):	All

This is a low bid, unit price contract.

The Purchasing & Strategic Sourcing and Animal Services Departments recommend award as indicated to Manuel Talamantes, III dba El Paso Veterinary Supply and Steris Corporation dba Hu-Friedy Mfg. Co. LLC, the lowest, responsive and responsible bidders.



CITY OF EL PASO BID TABULATION FORM



Project Name: Veterinary Medical Supplies (Re-Bid III)
Bid Opening Date: August 31, 2022

Solicitation #: 2022-0850
Department: Animal Services

GROUP I: Antibiotics and Miscellaneous Medication				El Paso Veterinary Supply El Paso, TX 1 of 2				Hu-Friedy Mfg. Co. LLC. Chicago, IL 2 of 2			
ITEM No.	DESCRIPTION	ESTIMATED ANNUAL QUANTITY (A)	UNIT OF MEASURE (B)	Bidder's Brand (C)	UNIT PRICE (D)	ANNUAL AMOUNT (A x D = E)	3 YEAR ESTIMATED AMOUNT (3YRS x E = F)	Bidder's Brand (C)	UNIT PRICE (D)	ANNUAL AMOUNT (A x D = E)	3 YEAR ESTIMATED AMOUNT (3YRS x E = F)
1	Amoxicillin 100 mg/tabs 500 tab / bottle	10	Bottles	Virbac	\$ 130.59	\$ 1,305.90	\$ 3,917.70	No Bid	No Bid	\$ -	\$ -
2	Amoxicillin 250 mg/tabs 100 cap/ bottle	10	Bottles	Generic	\$ 5.99	\$ 59.90	\$ 179.70	No Bid	No Bid	\$ -	\$ -
3	Amoxicillin 500 mb/caps 500 cap/ bottle	5	Bottles	Generic	\$ 34.99	\$ 174.95	\$ 524.85	No Bid	No Bid	\$ -	\$ -
4	Amoxicillin drops 15 ml/bottles	1000	Bottles	Zoetis	\$ 6.20	\$ 6,200.00	\$ 18,600.00	No Bid	No Bid	\$ -	\$ -
5	Amoxicillin/clavulanic ac. 200/28.5 tabs 20 tabs/bottle	3000	Bottles	No Bid	\$ -	\$ -	\$ -	No Bid	No Bid	\$ -	\$ -
6	Amoxicillin/clavulanic ac. 400/57 tabs 20 tabs/bottle	3000	Bottles	No Bid	\$ -	\$ -	\$ -	No Bid	No Bid	\$ -	\$ -
7	Amoxicillin/clavulanic ac. Susp. 400/57 5 ml/bottle	3000	Bottles	Generic	\$ 4.25	\$ 12,750.00	\$ 38,250.00	No Bid	No Bid	\$ -	\$ -
8	Anamax ointment 240 ml/bottle	3	Bottles	No Bid	\$ -	\$ -	\$ -	No Bid	No Bid	\$ -	\$ -
9	Arithromycin 40 mg/ml bottles	100	Bottles	Generic	\$ 6.59	\$ 659.00	\$ 1,977.00	No Bid	No Bid	\$ -	\$ -

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

APPROVED BY: ____/s/____

DATE: __9/8/2022__

2022-0850 VETERINARY MEDICAL SUPPLIES (RE-BID III)



CITY OF EL PASO BID TABULATION FORM



Project Name: Veterinary Medical Supplies (Re-Bid III)
Bid Opening Date: August 31, 2022

Solicitation #: 2022-0850
Department: Animal Services

GROUP I: Antibiotics and Miscellaneous Medication				El Paso Veterinary Supply El Paso, TX 1 of 2				Hu-Friedy Mfg. Co. LLC. Chicago, IL 2 of 2			
ITEM No.	DESCRIPTION	ESTIMATED ANNUAL QUANTITY (A)	UNIT OF MEASURE (B)	Bidder's Brand (C)	UNIT PRICE (D)	ANNUAL AMOUNT (A x D = E)	3 YEAR ESTIMATED AMOUNT (3YRS x E = F)	Bidder's Brand (C)	UNIT PRICE (D)	ANNUAL AMOUNT (A x D = E)	3 YEAR ESTIMATED AMOUNT (3YRS x E = F)
10	Arithromycin 250 mg tablets	50	Bottles (50 tablets)	Generic	\$ 6.62	\$ 331.00	\$ 993.00	No Bid	No Bid	\$ -	\$ -
11	Carprofen (Rymadil) injectiin-50 MG/ML-20 ml/bottle	20	Injectable Bottles	Vedco	\$ 66.79	\$ 1,335.80	\$ 4,007.40	No Bid	No Bid	\$ -	\$ -
12	Cerenia (Maripotent) Tablets 16 mg	10	Bottles	Zoetis	\$ 11.99	\$ 119.90	\$ 359.70	No Bid	No Bid	\$ -	\$ -
13	Cerenia (Maripotent) Tablets 24 mg	20	Bottles	Zoetis	\$ 12.30	\$ 246.00	\$ 738.00	No Bid	No Bid	\$ -	\$ -
14	Cerenia (Maripotent) Tablets 60 mg	20	Bottles	Zoetis	\$ 23.14	\$ 462.80	\$ 1,388.40	No Bid	No Bid	\$ -	\$ -
15	Cerenia (Maripotent) Injectable 10 mg/ml	50	Bottles	Zoetis	\$ 191.79	\$ 9,589.50	\$ 28,768.50	No Bid	No Bid	\$ -	\$ -
16	Cefazolin injectable bottle	1	1 Box (25 bottles/box)	Generic	\$ 48.09	\$ 48.09	\$ 144.27	No Bid	No Bid	\$ -	\$ -
17	Cephalexin 250 mg/tabs 50 tab/bottle	10	Bottles	Generic	\$ 14.70	\$ 147.00	\$ 441.00	No Bid	No Bid	\$ -	\$ -
18	Cephalexin 500 mg/tab 500 tab/bottle	7	Bottles	Generic	\$ 29.09	\$ 203.63	\$ 610.89	No Bid	No Bid	\$ -	\$ -
19	Cephalexin Susp. 250 mg/5ml 100 ml/bottle	50	Bottles	Generic	\$ 14.70	\$ 735.00	\$ 2,205.00	No Bid	No Bid	\$ -	\$ -

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

APPROVED BY: ____/s/____

DATE: __9/8/2022____

2022-0850 VETERINARY MEDICAL SUPPLIES (RE-BID III)



CITY OF EL PASO
BID TABULATION FORM



Project Name: Veterinary Medical Supplies (Re-Bid III)
Bid Opening Date: August 31, 2022

Solicitation #: 2022-0850
Department: Animal Services

GROUP I: Antibiotics and Miscellaneous Medication				El Paso Veterinary Supply El Paso, TX 1 of 2				Hu-Friedy Mfg. Co. LLC. Chicago, IL 2 of 2			
ITEM No.	DESCRIPTION	ESTIMATED ANNUAL QUANTITY (A)	UNIT OF MEASURE (B)	Bidder's Brand (C)	UNIT PRICE (D)	ANNUAL AMOUNT (A x D = E)	3 YEAR ESTIMATED AMOUNT (3YRS x E = F)	Bidder's Brand (C)	UNIT PRICE (D)	ANNUAL AMOUNT (A x D = E)	3 YEAR ESTIMATED AMOUNT (3YRS x E = F)
20	Ciprofloxacin 250 mg	3	Bottles	Generic	\$ 12.00	\$ 36.00	\$ 108.00	No Bid	No Bid	\$ -	\$ -
21	Ciprofloxacin 500 mg	3	Bottles	Generic	\$ 14.29	\$ 42.87	\$ 128.61	No Bid	No Bid	\$ -	\$ -
22	Clavamox tablets 62.5 mg	20	Box (4 tabs/cared; 10 cards/box)	Zoetis	\$ 50.16	\$ 1,003.20	\$ 3,009.60	No Bid	No Bid	\$ -	\$ -
24	Clavamox tablets 375 mg	20	Box (4 tabs/cared; 10 cards/box)	Zoetis	\$ 215.71	\$ 4,314.20	\$ 12,942.60	No Bid	No Bid	\$ -	\$ -
25	Clavamox Drops 15 ml Zoetis	200	Bottles	Zoetis	\$ 19.37	\$ 3,874.00	\$ 11,622.00	No Bid	No Bid	\$ -	\$ -
26	Convenia inj. 10 ml/bottle	50	Bottles	Zoetis	\$ 376.38	\$ 18,819.00	\$ 56,457.00	No Bid	No Bid	\$ -	\$ -
27	Dexametasone 2 mg 100 ml/bottle	5	Bottles	Vedco	\$ 7.09	\$ 35.45	\$ 106.35	No Bid	No Bid	\$ -	\$ -
28	Doxyclyne 100 mg/tabs 500 tabs/bottle	20	Bottles	Generic	\$ 40.05	\$ 801.00	\$ 2,403.00	No Bid	No Bid	\$ -	\$ -
29	Depomedrol injectable 40 mg/ml bottle	5	Bottles	Zoetis	\$ 32.82	\$ 164.10	\$ 492.30	No Bid	No Bid	\$ -	\$ -
30	Dermachlor scrub 2% Gallon	20	Gallons	Vedco	\$ 30.33	\$ 606.60	\$ 1,819.80	No Bid	No Bid	\$ -	\$ -

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APPROVED BY: ____/s/____

DATE: __9/8/2022__



CITY OF EL PASO BID TABULATION FORM



Project Name: Veterinary Medical Supplies (Re-Bid III)
Bid Opening Date: August 31, 2022

Solicitation #: 2022-0850
Department: Animal Services

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31	Diroban Injection 25 mg/ml-5 vials/box-1 ml/vial	20	Box of 5	Zoetis	\$ 258.37	\$ 5,167.40	\$ 15,502.20	No Bid	No Bid	\$ -	\$ -
32	Diphenhydramine HCL INJECTION, 50 MG/ML-25 vials/box	3	Box of 20	Generic	\$ 41.04	\$ 123.12	\$ 369.36	No Bid	No Bid	\$ -	\$ -
33	Enrofloxacin (Baytril) 100 mg/ml injectable	50	Bottles	Dechra	\$ 47.40	\$ 2,370.00	\$ 7,110.00	No Bid	No Bid	\$ -	\$ -
34	Enrofloxacin (Baytril) Tablets 22.7 mg	50	Bottles	Dechra	\$ 55.59	\$ 2,779.50	\$ 8,338.50	No Bid	No Bid	\$ -	\$ -
35	Enrofloxacin (Baytril) Tablets 68 mg	50	Bottles	Dechra	\$ 69.92	\$ 3,496.00	\$ 10,488.00	No Bid	No Bid	\$ -	\$ -
36	Enrofloxacin (Baytril) Tablets 132 mg	50	Bottles	Dechra	\$ 126.50	\$ 6,325.00	\$ 18,975.00	No Bid	No Bid	\$ -	\$ -
37	Epinephrine 1/1000 30 ml/bottle	60	Bottles	Vedco	\$ 27.39	\$ 1,643.40	\$ 4,930.20	No Bid	No Bid	\$ -	\$ -
38	ENTYCE (CAPROMORELIN) ORAL SOLUTION 10 ml/bottle	30	Bottles	Elanco	\$ 27.99	\$ 839.70	\$ 2,519.10	No Bid	No Bid	\$ -	\$ -
39	Erythromycin eye ointment tube	100	Tubes	Generic	\$ 13.82	\$ 1,382.00	\$ 4,146.00	No Bid	No Bid	\$ -	\$ -

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2022-0850 VETERINARY MEDICAL SUPPLIES (RE-BID III)



CITY OF EL PASO BID TABULATION FORM



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40	Famotadine 10 mg/ml Bottle	40	Bottles	Generic	\$ 12.37	\$ 494.80	\$ 1,484.40	No Bid	No Bid	\$ -	\$ -
41	FLUCONAZOLE TABLETS, USP, 200 MG-100 tabs/bottle	5	Bottles	Generic	\$ 50.69	\$ 253.45	\$ 760.35	No Bid	No Bid	\$ -	\$ -
42	Intrafungol 52 ml bottles	100	Bottles	Elanco	\$ 43.39	\$ 4,339.00	\$ 13,017.00	No Bid	No Bid	\$ -	\$ -
43	Lactated Ringers IV bags 1 liter 24/case	5	Cases	Dechra	\$ 158.49	\$ 792.45	\$ 2,377.35	No Bid	No Bid	\$ -	\$ -
44	Lactated Ringers IV Sol. w/5% dextrose 1000 ml/bag (12/case)	30	Bags	Dechra	\$ 6.19	\$ 185.70	\$ 557.10	No Bid	No Bid	\$ -	\$ -
45	Lixotinic (1 gal. bottle)	5	Bottles	Generic	\$ 16.49	\$ 82.45	\$ 247.35	No Bid	No Bid	\$ -	\$ -
46	Lixotinic (1 gal. bottle)	3	Gallons	Generic	\$ 130.70	\$ 392.10	\$ 1,176.30	No Bid	No Bid	\$ -	\$ -
47	Marquis (15% Ponazuril) Paste Syringe 4x 127 mg	60	Tubes	Boe/Ing	\$ 247.95	\$ 14,877.00	\$ 44,631.00	No Bid	No Bid	\$ -	\$ -
48	Meloxicam (Ostilox) injectable 5 mg/ml (20 ml bottle)	15	Bottles	Generic	\$ 131.19	\$ 1,967.85	\$ 5,903.55	No Bid	No Bid	\$ -	\$ -

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49	Metoclopramide HCL Tablets, 5 mg, 100ct., Generic Reglan	5	Bottles	Generic	\$ 4.79	\$ 23.95	\$ 71.85	No Bid	No Bid	\$ -	\$ -
50	Metronidazole 250 mg/tab 500 tab/bottle	10	Bottles	Generic	\$ 21.05	\$ 210.50	\$ 631.50	No Bid	No Bid	\$ -	\$ -
51	Metronidazole 500 mg/tab 500 tab/bottle	5	Bottles	Generic	\$ 31.99	\$ 159.95	\$ 479.85	No Bid	No Bid	\$ -	\$ -
52	NEXGARD CHEWABLES FOR DOGS, RED, EXTRA LARGE, 60.1-121 LB, 10 x 3 Dose	25	Box	Boe/Ing	\$ 52.60	\$ 1,315.00	\$ 3,945.00	No Bid	No Bid	\$ -	\$ -
53	Neo-Poly-Dex 3.5 mg	100	Tubes	Generic	\$ 9.03	\$ 903.00	\$ 2,709.00	No Bid	No Bid	\$ -	\$ -
54	Neo-Poly-Dex 8oz./tube	360	Tubes	Generic	\$ 7.09	\$ 2,552.40	\$ 7,657.20	No Bid	No Bid	\$ -	\$ -
55	Nitrofurazone ointment 1lb	10	Jars	Vedco	\$ 13.60	\$ 136.00	\$ 408.00	No Bid	No Bid	\$ -	\$ -
56	ONSIOR (ROBENACOXIB) INJECTION 20 MG/ML-20 ml/bottle	25	Bottles Injectable	Boe/Ing	\$ 151.63	\$ 3,790.75	\$ 11,372.25	No Bid	No Bid	\$ -	\$ -

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57	Pancur Susp. 10%, 100 ml/bottle	10	Bottles	Merk	\$ 137.50	\$ 1,375.00	\$ 4,125.00	No Bid	No Bid	\$ -	\$ -
58	Penject Procaine Penicillin G 300,000 units/ml, 100 ml	70	Bottles	Vedco	\$ 11.79	\$ 825.30	\$ 2,475.90	No Bid	No Bid	\$ -	\$ -
59	Penject Procaine Penicillin G 300,000 units/ml, 250 ml	150	Bottles	No Bid	\$ -	\$ -	\$ -	No Bid	No Bid	\$ -	\$ -
60	Penject Procaine Penicillin G 300,000 units/ml, 500 ml	50	Bottles	No Bid	\$ -	\$ -	\$ -	No Bid	No Bid	\$ -	\$ -
61	Praziquantel tab. Canine 150 tab/bottle	10	Bottles	Bayer	\$ 360.35	\$ 3,603.50	\$ 10,810.50	No Bid	No Bid	\$ -	\$ -
62	Praziquantel tab. Feline 50 tab/bottle	5	Bottles	Bayer	\$ 208.75	\$ 1,043.75	\$ 3,131.25	No Bid	No Bid	\$ -	\$ -
63	Prednisone 20 mg/tab 1000 tabs/bottle	5	Bottles	Generic	\$ 82.00	\$ 410.00	\$ 1,230.00	No Bid	No Bid	\$ -	\$ -
64	Prednisone 5 mg/tab 1000 tabs/bottle	5	Bottles	Generic	\$ 42.00	\$ 210.00	\$ 630.00	No Bid	No Bid	\$ -	\$ -
65	Purina FortiFloria Feline	10	Cases	Purina	\$ 119.31	\$ 1,193.10	\$ 3,579.30	No Bid	No Bid	\$ -	\$ -
66	Rimadyl 25 mg/tab 60 tabs/bottle	10	Bottles	Vedco	\$ 18.99	\$ 189.90	\$ 569.70	No Bid	No Bid	\$ -	\$ -

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2022-0850 VETERINARY MEDICAL SUPPLIES (RE-BID III)



CITY OF EL PASO BID TABULATION FORM



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Bid Opening Date: August 31, 2022

Solicitation #: 2022-0850

Department: Animal Services

GROUP I: Antibiotics and Miscellaneous Medication				El Paso Veterinary Supply El Paso, TX 1 of 2				Hu-Friedy Mfg. Co. LLC. Chicago, IL 2 of 2			
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67	Rimadyl 75 mg/tab 180 tabs/bottle	10	Bottles	Vedco	\$ 78.00	\$ 780.00	\$ 2,340.00	No Bid	No Bid	\$ -	\$ -
68	Rimadyl 100 mg/tab 180 tabs/bottle	10	Bottles	Vedco	\$ 85.99	\$ 859.90	\$ 2,579.70	No Bid	No Bid	\$ -	\$ -
69	Silver nitrate stix 100 ct/pk	20	Package	Generic	\$ 25.99	\$ 519.80	\$ 1,559.40	No Bid	No Bid	\$ -	\$ -
70	Simparica Chewable 5 mg 2.5-5.5 lbs (10 pk/case)	6	Cases	Zoetis	\$ 341.88	\$ 2,051.28	\$ 6,153.84	No Bid	No Bid	\$ -	\$ -
71	Simparica Chewable 5.6-11.1 lbs (10 pk/case)	6	Cases	Zoetis	\$ 348.69	\$ 2,092.14	\$ 6,276.42	No Bid	No Bid	\$ -	\$ -
72	Simparica Chewable 20 mg 11.1-22.1 lbs (10 pk/case)	6	Cases	Zoetis	\$ 351.31	\$ 2,107.86	\$ 6,323.58	No Bid	No Bid	\$ -	\$ -
73	Simparica Chewable 40 mg 22.1-44.1 lbs (10 pk/case)	6	Cases	Zoetis	\$ 380.63	\$ 2,283.78	\$ 6,851.34	No Bid	No Bid	\$ -	\$ -
74	Simparica Chewable 80 mg 44.1-88.1 lbs (10 pk/case)	6	Cases	Zoetis	\$ 391.62	\$ 2,349.72	\$ 7,049.16	No Bid	No Bid	\$ -	\$ -
75	Simparica Chewable 120 mg 88.1-132.0 lbs (10 pk/case)	6	Cases	Zoetis	\$ 396.86	\$ 2,381.16	\$ 7,143.48	No Bid	No Bid	\$ -	\$ -
76	TERBINAFINE HCL TABLETS, USP, 250 MG - 30/bottle	3	Bottles	Generic	\$ 4.89	\$ 14.67	\$ 44.01	No Bid	No Bid	\$ -	\$ -
77	TRAZODONE HCL TABLETS, USP, 50 MG - 500 tabs	3	Bottles	Generic	\$ 38.00	\$ 114.00	\$ 342.00	No Bid	No Bid	\$ -	\$ -

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2022-0850 VETERINARY MEDICAL SUPPLIES (RE-BID III)



CITY OF EL PASO BID TABULATION FORM



Project Name: Veterinary Medical Supplies (Re-Bid III)

Solicitation #: 2022-0850

Bid Opening Date: August 31, 2022

Department: Animal Services

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78	TRIFECTANT DISINFECTANT POWDER - 10 lb/bottle	6	Bucket Bottle	Generic	\$ 120.00	\$ 720.00	\$ 2,160.00	No Bid	No Bid	\$ -	\$ -
79	Osumia Gel for Dogs 20x1 ml	30	Boxes	Dechra	\$ 157.99	\$ 4,739.70	\$ 14,219.10	No Bid	No Bid	\$ -	\$ -
80	VINCRIStINE SULFATE INJECTION, PRESERVATIVE-FREE, 1 MG/ML	20	Bottles	Hospira	\$ 9.25	\$ 185.00	\$ 555.00	No Bid	No Bid	\$ -	\$ -
81	Vitamin B12 (injectable bottles)	25	Bottles	Vedco	\$ 5.99	\$ 149.75	\$ 449.25	No Bid	No Bid	\$ -	\$ -
82	Yobine2 mg/ml compound 100 ml/bottle	30	Bottles	No Bid	\$ -	\$ -	\$ -	No Bid	No Bid	\$ -	\$ -
83	ZENIQUIN TABLETS FOR CATS AND DOGS, 100 MG - 50 tabs/bottle	5	Bottles	Zoetis	\$ 231.32	\$ 1,156.60	\$ 3,469.80	No Bid	No Bid	\$ -	\$ -

GROUP II: SURGICAL & MEDICAL SUPPLIES				El Paso Veterinary Supply El Paso, TX 1 of 2				Hu-Friedy Mfg. Co. LLC. Chicago, IL 2 of 2			
ITEM No.	DESCRIPTION	ESTIMATED ANNUAL QUANTITY (A)	UNIT OF MEASURE (B)	Bidder's Brand (C)	UNIT PRICE (D)	ANNUAL AMOUNT (A x D = E)	3 YEAR ESTIMATED AMOUNT (3YRS x E = F)	Bidder's Brand (C)	UNIT PRICE (D)	ANNUAL AMOUNT (A x D = E)	3 YEAR ESTIMATED AMOUNT (3YRS x E = F)
1	Albon Liquid 5% (473 ml bottle) / 16 oz	10	Bottles	Zoetis	\$ 91.35	\$ 913.50	\$ 2,740.50	No Bid	No Bid	\$ -	\$ -
2	Alcohol 70% Buffered Gallon	30	Gallons	Vedco	\$ 14.00	\$ 420.00	\$ 1,260.00	No Bid	No Bid	\$ -	\$ -

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2022-0850 VETERINARY MEDICAL SUPPLIES (RE-BID III)



CITY OF EL PASO BID TABULATION FORM



Project Name: Veterinary Medical Supplies (Re-Bid III)

Solicitation #: 2022-0850

Bid Opening Date: August 31, 2022

Department: Animal Services

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3	Amber plastic bottle 2 oz	1500	Pieces	AHS	\$ 0.92	\$ 1,380.00	\$ 4,140.00	No Bid	No Bid	\$ -	\$ -
4	Amber plastic bottle 4 oz	1500	Pieces	AHS	\$ 1.18	\$ 1,770.00	\$ 5,310.00	No Bid	No Bid	\$ -	\$ -
5	Ambu Bags	5	Bags	J0247	\$ 39.40	\$ 197.00	\$ 591.00	No Bid	No Bid	\$ -	\$ -
6	Anesthetic tubs SMALL (Hatrix J0248A)	7	Each	J0248A	\$ 11.99	\$ 83.93	\$ 251.79	No Bid	No Bid	\$ -	\$ -
7	Anesthetic tubes LARGE (Hatrix J0248A)	7	Each	J0248C	\$ 11.99	\$ 83.93	\$ 251.79	No Bid	No Bid	\$ -	\$ -
8	Anesthesia bags .5, 1, 2 & 3 liter	5	Each	J0249A-V	\$ 66.30	\$ 331.50	\$ 994.50	No Bid	No Bid	\$ -	\$ -
9	Artificial Tears artificial tears (15 ml liquid bottle)	30	Bottles	Generic	\$ 2.09	\$ 62.70	\$ 188.10	No Bid	No Bid	\$ -	\$ -
10	Autoclave indicator tape 1"	40	Rolls	Generic	\$ 7.10	\$ 284.00	\$ 852.00	Crosstex-sold by the case- 18 rolls/case	\$ 6.11	\$ 244.40	\$ 733.20
11	Autoclave indicator strips 10/box	100	Boxes	Generic	\$ 8.29	\$ 829.00	\$ 2,487.00	Crosstex-sold by the case- 24 bx/case	\$ 10.15	\$ 1,015.00	\$ 3,045.00
12	Bandage Scissors large (7.5") Economy	5	Each	J0074B	\$ 7.39	\$ 36.95	\$ 110.85	No Bid	No Bid	\$ -	\$ -

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13	Bandage Scissors small	5	Pieces	J0074A	\$ 4.09	\$ 20.45	\$ 61.35	Hu-Friedy	\$ 50.86	\$ 254.30	\$ 762.90
14	Charcoal Canister filter	60	Cans	J0553C	\$ 13.00	\$ 780.00	\$ 2,340.00	No Bid	No Bid	\$ -	\$ -
15	Clipper lubricant spary 14 oz	5	Cans	Cliperside	\$ 6.99	\$ 34.95	\$ 104.85	No Bid	No Bid	\$ -	\$ -
16	Cloth Drapes 24" x 24"	40	Each	J1456A	\$ 10.00	\$ 400.00	\$ 1,200.00	No Bid	No Bid	\$ -	\$ -
17	Cloth Drapes 12" x 18" with 24" Fenestration	40	Each	J1456N	\$ 9.50	\$ 380.00	\$ 1,140.00	No Bid	No Bid	\$ -	\$ -
18	Cloth Drapes 36" x 30" with 26" Fenestration	40	Each	J1456N	\$ 10.75	\$ 430.00	\$ 1,290.00	No Bid	No Bid	\$ -	\$ -
19	Cotton cast padding 4" 1 roll/box	10	Boxes	Generic	\$ 17.50	\$ 175.00	\$ 525.00	No Bid	No Bid	\$ -	\$ -
20	Cotton balls large 1000/box	25	Boxes	Generic	\$ 24.79	\$ 619.75	\$ 1,859.25	No Bid	No Bid	\$ -	\$ -
21	Elastikon tape 1" 12 roll/box	10	Boxes	J&J	\$ 24.99	\$ 249.90	\$ 749.70	No Bid	No Bid	\$ -	\$ -
22	Elastikon Tape 2" x 2.5 Yds., 6 Rolls/Box	20	Boxes	J&J	\$ 25.99	\$ 519.80	\$ 1,559.40	No Bid	No Bid	\$ -	\$ -

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23	Electric clipper blade #40	5	Blades	Andis	\$ 25.99	\$ 129.95	\$ 389.85	No Bid	No Bid	\$ -	\$ -
24	Elizabeth collar size 7 1/2	20	Pieces	J0046A	\$ 2.14	\$ 42.80	\$ 128.40	No Bid	No Bid	\$ -	\$ -
25	Elizabeth collar size 10	20	Pieces	J0046B	\$ 2.49	\$ 49.80	\$ 149.40	No Bid	No Bid	\$ -	\$ -
26	Elizabeth collar size 12 1/2	20	Pieces	J0046G	\$ 3.39	\$ 67.80	\$ 203.40	No Bid	No Bid	\$ -	\$ -
27	Elizabeth collar size 15	20	Pieces	J0046C	\$ 3.43	\$ 68.60	\$ 205.80	No Bid	No Bid	\$ -	\$ -
28	Elizabeth collar size 20	20	Pieces	J0046D	\$ 4.63	\$ 92.60	\$ 277.80	No Bid	No Bid	\$ -	\$ -
29	Elizabeth collar size 25	20	Pieces	J0046E	\$ 5.29	\$ 105.80	\$ 317.40	No Bid	No Bid	\$ -	\$ -
30	Elizabeth collar size 30	20	Pieces	J0046F	\$ 6.63	\$ 132.60	\$ 397.80	No Bid	No Bid	\$ -	\$ -
31	FELV/FIV Text Kits 25/box	100	Boxes	Zoetis	\$ 448.00	\$ 44,800.00	\$ 134,400.00	No Bid	No Bid	\$ -	\$ -
32	Freer Elevator	1	Each	No Bid	\$ -	\$ -	\$ -	Hu-Friedy	\$ 67.28	\$ 67.28	\$ 201.84

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APPROVED BY: ____/s/____

DATE: __9/8/2022__

2022-0850 VETERINARY MEDICAL SUPPLIES (RE-BID III)



CITY OF EL PASO BID TABULATION FORM



Project Name: Veterinary Medical Supplies (Re-Bid III)

Solicitation #: 2022-0850

Bid Opening Date: August 31, 2022

Department: Animal Services

GROUP II: SURGICAL & MEDICAL SUPPLIES				El Paso Veterinary Supply El Paso, TX 1 of 2				Hu-Friedy Mfg. Co. LLC. Chicago, IL 2 of 2			
ITEM No.	DESCRIPTION	ESTIMATED ANNUAL QUANTITY (A)	UNIT OF MEASURE (B)	Bidder's Brand (C)	UNIT PRICE (D)	ANNUAL AMOUNT (A x D = E)	3 YEAR ESTIMATED AMOUNT (3YRS x E = F)	Bidder's Brand (C)	UNIT PRICE (D)	ANNUAL AMOUNT (A x D = E)	3 YEAR ESTIMATED AMOUNT (3YRS x E = F)
33	Glass Dispensing Jars (2 oz glass dropper bottles)	0	Boxes	No Bid	\$ -	\$ -	\$ -	No Bid	No Bid	\$ -	\$ -
34	Heartworm Test Kits	100	Boxes	Vedco	\$ 38.00	\$ 3,800.00	\$ 11,400.00	No Bid	No Bid	\$ -	\$ -
35	Hydrogen Peroxide gallon	25	Gallons	Vedco	\$ 7.99	\$ 199.75	\$ 599.25	No Bid	No Bid	\$ -	\$ -
36	IV Admin Set (length, drops, # of sites or a manufacturer and P/N of what is preferred)	100	Each	J0400A	\$ 1.49	\$ 149.00	\$ 447.00	No Bid	No Bid	\$ -	\$ -
37	IV FluidLine Micro Drip: length, perhaps a manufacturer and P/N of what is preferred	10	Each	J0400A	\$ 1.49	\$ 14.90	\$ 44.70	No Bid	No Bid	\$ -	\$ -
38	IV fluid line micro drip	10	Pieces	J0468MA	\$ 1.50	\$ 15.00	\$ 45.00	No Bid	No Bid	\$ -	\$ -
39	IV catheter 24 gage	20	Pieces	Terumo	\$ 1.36	\$ 27.20	\$ 81.60	No Bid	No Bid	\$ -	\$ -
40	IV catheter 22 gage	20	Pieces	Terumo	\$ 1.36	\$ 27.20	\$ 81.60	Crosstex-sold by the case- 50/bx - 4bx/case	\$ 156.50	\$ 3,130.00	\$ 9,390.00
41	IV catheter 20 gage	20	Pieces	Terumo	\$ 1.36	\$ 27.20	\$ 81.60	Crosstex-sold by the case- 50/bx - 4bx/case	\$ 112.38	\$ 2,247.60	\$ 6,742.80
42	Nail clippers (Andis)	10	Each	Andis	\$ 9.25	\$ 92.50	\$ 277.50	No Bid	No Bid	\$ -	\$ -

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DATE: __9/8/2022__

2022-0850 VETERINARY MEDICAL SUPPLIES (RE-BID III)



CITY OF EL PASO BID TABULATION FORM



Project Name: Veterinary Medical Supplies (Re-Bid III)
Bid Opening Date: August 31, 2022

Solicitation #: 2022-0850
Department: Animal Services

GROUP II: SURGICAL & MEDICAL SUPPLIES				El Paso Veterinary Supply El Paso, TX 1 of 2				Hu-Friedy Mfg. Co. LLC. Chicago, IL 2 of 2			
ITEM No.	DESCRIPTION	ESTIMATED ANNUAL QUANTITY (A)	UNIT OF MEASURE (B)	Bidder's Brand (C)	UNIT PRICE (D)	ANNUAL AMOUNT (A x D = E)	3 YEAR ESTIMATED AMOUNT (3YRS x E = F)	Bidder's Brand (C)	UNIT PRICE (D)	ANNUAL AMOUNT (A x D = E)	3 YEAR ESTIMATED AMOUNT (3YRS x E = F)
43	Needles 20 gage x 1"	100	Boxes	Generic	\$ 10.99	\$ 1,099.00	\$ 3,297.00	Crosstex-sold by the case- 10 bx/case	\$ 12.55	\$ 1,255.00	\$ 3,765.00
44	Needles 20 gage x 1 1/2" 100 ct/box	100	Boxes	Generic	\$ 10.99	\$ 1,099.00	\$ 3,297.00	Crosstex-sold by the case- 10 bx/case	\$ 12.55	\$ 1,255.00	\$ 3,765.00
45	Needles 18 gage x 1 1/2" 100 ct/box	100	Boxes	Generic	\$ 10.99	\$ 1,099.00	\$ 3,297.00	Crosstex-sold by the case- 10 bx/case	\$ 12.55	\$ 1,255.00	\$ 3,765.00
46	Oral dosing syringes	10	Pieces	Generic	\$ 0.50	\$ 5.00	\$ 15.00	No Bid	No Bid	\$ -	\$ -
47	Parvo Test Kits	100	Boxes	Vedco	\$ 120.99	\$ 12,099.00	\$ 36,297.00	No Bid	No Bid	\$ -	\$ -
48	Pill cutters	10	Pieces	J0696	\$ 6.00	\$ 60.00	\$ 180.00	No Bid	No Bid	\$ -	\$ -
49	Pill Envelopes 1000/box	3	Boxes	Generic	\$ 30.85	\$ 92.55	\$ 277.65	No Bid	No Bid	\$ -	\$ -
50	Pill counting tray	10	Trays	J0697	\$ 25.00	\$ 250.00	\$ 750.00	No Bid	No Bid	\$ -	\$ -
51	Prescription labels 1000 lab/roll	5	Rolls	Vedco	\$ 19.99	\$ 99.95	\$ 299.85	No Bid	No Bid	\$ -	\$ -
52	Rolled gauze 2" 12 roll/box	5	Boxes	Dukal	\$ 3.38	\$ 16.90	\$ 50.70	No Bid	No Bid	\$ -	\$ -

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DATE: __9/8/2022__

2022-0850 VETERINARY MEDICAL SUPPLIES (RE-BID III)



CITY OF EL PASO BID TABULATION FORM



Project Name: Veterinary Medical Supplies (Re-Bid III)
Bid Opening Date: August 31, 2022

Solicitation #: 2022-0850
Department: Animal Services

GROUP II: SURGICAL & MEDICAL SUPPLIES				El Paso Veterinary Supply El Paso, TX 1 of 2				Hu-Friedy Mfg. Co. LLC. Chicago, IL 2 of 2			
ITEM No.	DESCRIPTION	ESTIMATED ANNUAL QUANTITY (A)	UNIT OF MEASURE (B)	Bidder's Brand (C)	UNIT PRICE (D)	ANNUAL AMOUNT (A x D = E)	3 YEAR ESTIMATED AMOUNT (3YRS x E = F)	Bidder's Brand (C)	UNIT PRICE (D)	ANNUAL AMOUNT (A x D = E)	3 YEAR ESTIMATED AMOUNT (3YRS x E = F)
53	Rolled gauze 4" 12 roll/box	5	Boxes	Dukal	\$ 6.20	\$ 31.00	\$ 93.00	No Bid	No Bid	\$ -	\$ -
54	Rolled cotton 1 lb/roll	10	Rolls	Dukal	\$ 7.39	\$ 73.90	\$ 221.70	Crosstex-sold by the case- 12 bx/case	\$ 24.66	\$ 246.60	\$ 739.80
55	Pursuit	80	Boxes	J0054SA	\$ 30.00	\$ 2,400.00	\$ 7,200.00	Crosstex-sold by the case- 50/bx - 3bx/case	\$ 41.33	\$ 3,306.40	\$ 9,919.20
56	Radiance	80	Boxes	J0054SD	\$ 30.00	\$ 2,400.00	\$ 7,200.00	Hu-Friedy - 100/bx	\$ 32.46	\$ 2,596.80	\$ 7,790.40
57	Reclaimed Crossing	25	Cartridge	Visistat	\$ 12.99	\$ 324.75	\$ 974.25	No Bid	No Bid	\$ -	\$ -
58	Reflections of the Desert	25	Cartridge	Visistat	\$ 12.99	\$ 324.75	\$ 974.25	No Bid	No Bid	\$ -	\$ -
59	Regeneration	50	Bags	J0553	\$ 8.10	\$ 405.00	\$ 1,215.00	No Bid	No Bid	\$ -	\$ -
60	Sponges 4x4 Non-Woven 4000/case	36	Cases	Dukal	\$ 62.00	\$ 2,232.00	\$ 6,696.00	Crosstex	\$ 71.00	\$ 2,556.00	\$ 7,668.00
61	Stethoscope Adult - Labtron Item #602 LB or Similar	1	Each	GF Labtron	\$ 16.00	\$ 16.00	\$ 48.00	No Bid	No Bid	\$ -	\$ -
62	Stethoscope Pediatric - Labtron Item #602 LB or Similar	1	Each	GF Labtron	\$ 16.00	\$ 16.00	\$ 48.00	No Bid	No Bid	\$ -	\$ -

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2022-0850 VETERINARY MEDICAL SUPPLIES (RE-BID III)



CITY OF EL PASO BID TABULATION FORM



Project Name: Veterinary Medical Supplies (Re-Bid III)

Solicitation #: 2022-0850

Bid Opening Date: August 31, 2022

Department: Animal Services

GROUP II: SURGICAL & MEDICAL SUPPLIES				El Paso Veterinary Supply El Paso, TX 1 of 2				Hu-Friedy Mfg. Co. LLC. Chicago, IL 2 of 2			
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63	Spunbound Bouffant Surgical caps 100/box	0	Boxes	J0734	\$ 63.00	\$ -	\$ -	No Bid	No Bid	\$ -	\$ -
64	Supplical 5 oz	100	Tubes	Nutri-Cal	\$ 8.69	\$ 869.00	\$ 2,607.00	No Bid	No Bid	\$ -	\$ -
65	Surgical scrub brushes (with PVP) Disposable	10	Each	J0364	\$ 3.24	\$ 32.40	\$ 97.20	No Bid	No Bid	\$ -	\$ -
66	Surgical gloves Latex PF 4 box/case (size 6)	80	Cases	Generic	\$ 153.60	\$ 12,288.00	\$ 36,864.00	No Bid	No Bid	\$ -	\$ -
67	Surgical gloves Latex PF 4 box/case (size 6 1/2)	80	Cases	Generic	\$ 155.50	\$ 12,440.00	\$ 37,320.00	No Bid	No Bid	\$ -	\$ -
68	Surgical gloves Latex PF 4 box/case (size 8)	80	Cases	Generic	\$ 157.00	\$ 12,560.00	\$ 37,680.00	No Bid	No Bid	\$ -	\$ -
69	Surgical gloves Latex PF 4 box/case (size 8 1/2)	80	Cases	Generic	\$ 159.00	\$ 12,720.00	\$ 38,160.00	No Bid	No Bid	\$ -	\$ -
70	Surgical Masks with ear loop 50/box	30	Boxes	Generic	\$ 6.25	\$ 187.50	\$ 562.50	Crosstex-sold by the case- 40 bx/case	\$ 8.85	\$ 265.50	\$ 796.50
71	Suture Scissors 4.5	5	Each	J0076	\$ 6.25	\$ 31.25	\$ 93.75	Hu-Friedy	\$ 56.98	\$ 284.90	\$ 854.70
72	Suture PDS II (polydioxanone) 4/0, 36 CT/Box (4-0 FS-2 Generic)	10	Boxes	Vedco U397	\$ 61.00	\$ 610.00	\$ 1,830.00	No Bid	No Bid	\$ -	\$ -

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2022-0850 VETERINARY MEDICAL SUPPLIES (RE-BID III)



CITY OF EL PASO BID TABULATION FORM



Project Name: Veterinary Medical Supplies (Re-Bid III)
Bid Opening Date: August 31, 2022

Solicitation #: 2022-0850
Department: Animal Services

GROUP II: SURGICAL & MEDICAL SUPPLIES				El Paso Veterinary Supply El Paso, TX 1 of 2				Hu-Friedy Mfg. Co. LLC. Chicago, IL 2 of 2			
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73	Suture PDS II (polydioxanone) 2/0, 36 CT/box (2-0 FS-2 Generic)	20	Boxes	Vedco U451	\$ 61.00	\$ 1,220.00	\$ 3,660.00	No Bid	No Bid	\$ -	\$ -
74	Suture PDS II (polydioxanone) 1/0, 36 CT/box (1-0 FS-2 Generic)		Boxes	Vedco U468	\$ 61.00	\$ -	\$ -	No Bid	No Bid	\$ -	\$ -
75	Suture PDS II (polydioxanone) 0/0 36 CT/box (0-0 FS-2 Generic)	20	Boxes	Vedco U467	\$ 61.00	\$ 1,220.00	\$ 3,660.00	No Bid	No Bid	\$ -	\$ -
76	Suture Sorbocryl 4/0 FS-2, 36" 12 CT/box NFS-2	20	Boxes	Vedco 922QU	\$ 55.99	\$ 1,119.80	\$ 3,359.40	No Bid	No Bid	\$ -	\$ -
77	Suture Sorbocryl 3/0 FS-2, 36" 12 CT/box NFS-2	900	Boxes	Vedco 923QU	\$ 55.99	\$ 50,391.00	\$ 151,173.00	No Bid	No Bid	\$ -	\$ -
78	Suture Sorbocryl 0/0 FS-1, 36" 12 CT/box	350	Boxes	Vedco 943QU	\$ 55.99	\$ 19,596.50	\$ 58,789.50	No Bid	No Bid	\$ -	\$ -
79	Suture Sorbocryl 0/0 FS-1, 36" 12 CT/box	100	Boxes	Vedco 967QU	\$ 61.00	\$ 6,100.00	\$ 18,300.00	No Bid	No Bid	\$ -	\$ -
80	Syringes 1 mL 21G 100 CT/Box 1" or 5/8"	100	Boxes	EXEL	\$ 9.99	\$ 999.00	\$ 2,997.00	No Bid	No Bid	\$ -	\$ -
81	Syringes 3 mL 21G 100 CT/box 1" or 5/8"	450	Boxes	EXEL	\$ 15.25	\$ 6,862.50	\$ 20,587.50	Crosstex-sold by the case-8 boxes/case	\$ 19.94	\$ 8,973.00	\$ 26,919.00
82	Syringes 6 mL NO NEEDLE 100 CT/Box	50	Boxes	EXEL	\$ 9.80	\$ 490.00	\$ 1,470.00	Crosstex 5ml-sold by the case-4 bx of	\$ 15.69	\$ 784.50	\$ 2,353.50
83	Syringes 12 mL NO NEEDLE 100 CT/Box	30	Boxes	Generic	\$ 22.40	\$ 672.00	\$ 2,016.00	Crosstex 10ml-sold by the case-2 bx of	\$ 26.00	\$ 780.00	\$ 2,340.00

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2022-0850 VETERINARY MEDICAL SUPPLIES (RE-BID III)



CITY OF EL PASO BID TABULATION FORM



Project Name: Veterinary Medical Supplies (Re-Bid III)

Bid Opening Date: August 31, 2022

Solicitation #: 2022-0850

Department: Animal Services

GROUP II: SURGICAL & MEDICAL SUPPLIES				El Paso Veterinary Supply El Paso, TX 1 of 2				Hu-Friedy Mfg. Co. LLC. Chicago, IL 2 of 2			
ITEM No.	DESCRIPTION	ESTIMATED ANNUAL (A)	UNIT OF MEASURE (B)	Bidder's Brand (C)	UNIT PRICE (D)	ANNUAL (A x D = E)	3 YEAR ESTIMATED (3YRS x E = F)	Bidder's Brand (C)	UNIT PRICE (D)	ANNUAL (A x D = E)	3 YEAR ESTIMATED (3YRS x E = F)
84	Tourniquets	2	Each	J0605	\$ 7.10	\$ 14.20	\$ 42.60	No Bid	No Bid	\$ -	\$ -
85	Urinary Catheter Cat 1.0 mm x 130 mm Cvet	10	Pieces	J0153M	\$ 4.50	\$ 45.00	\$ 135.00	No Bid	No Bid	\$ -	\$ -
86	Urinary Catheter Cat 1.3 mm x 130 mm Cvet	10	Pieces	J0153P	\$ 4.50	\$ 45.00	\$ 135.00	No Bid	No Bid	\$ -	\$ -
87	Urinary Catheter Dog 1.3 mm x 500 mm Cvet	10	Pieces	J0153M	\$ 4.50	\$ 45.00	\$ 135.00	No Bid	No Bid	\$ -	\$ -
88	Urinary Catheter Dog 2.0 mm x 500 mm Cvet	10	Pieces	J0154S	\$ 2.25	\$ 22.50	\$ 67.50	No Bid	No Bid	\$ -	\$ -
89	Urinary Catheter Dog 2.6 mm x 500 mm Cvet	10	Pieces	J0154M	\$ 2.25	\$ 22.50	\$ 67.50	No Bid	No Bid	\$ -	\$ -
90	Urinary Catheter Dog 3.3 mm x 500 mm Cvet	10	Pieces	J01154L	\$ 2.90	\$ 29.00	\$ 87.00	No Bid	No Bid	\$ -	\$ -
91	Surgical UTILITY SCISSORS, STRAIGHT, HEAVY PATTERN, SHARP, BLUNT, 6.5 IN	10	Pieces	J0075EW	\$ 22.80	\$ 228.00	\$ 684.00	Hu-Friedy	\$ 49.08	\$ 490.80	\$ 1,472.40
92	Vetbond-3M Surgical glue 3 ml/bottle	300	Bottles	3M/Vedco	\$ 18.79	\$ 5,637.00	\$ 16,911.00	No Bid	No Bid	\$ -	\$ -
93	Vetwrap 2" 18 roll/box	15	Boxes	Vedco	\$ 45.00	\$ 675.00	\$ 2,025.00	No Bid	No Bid	\$ -	\$ -
94	Vetwrap4" 18 roll/box	15	Boxes	Vedco	\$ 38.00	\$ 570.00	\$ 1,710.00	No Bid	No Bid	\$ -	\$ -
95	White Waterproof Tape 1" x 10 yds, 12 CT/Box	10	Boxes	Generic	\$ 21.99	\$ 219.90	\$ 659.70	No Bid	No Bid	\$ -	\$ -
96	White Waterproof Tape 2" x 10 yds, 6 CT/Box	10	Boxes	Generic	\$ 22.50	\$ 225.00	\$ 675.00	No Bid	No Bid	\$ -	\$ -

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APPROVED BY: ____/s/____

DATE: __9/8/2022__

2022-0850 VETERINARY MEDICAL SUPPLIES (RE-BID III)



CITY OF EL PASO
BID TABULATION FORM



Project Name: Veterinary Medical Supplies (Re-Bid III)
Bid Opening Date: August 31, 2022

Solicitation #: 2022-0850
Department: Animal Services

	El Paso Veterinary Supply El Paso, TX 1 of 2	Hu-Friedy Mfg. Co. LLC. Chicago, IL 2 of 2
<p><u>OPTION TO EXTEND THE TERM OF THE AGREEMENT</u></p> <p>THE CITY AT ITS SOLE DISCRETION, MAY EXERCISE ANY OPTION TO EXTEND THE TERM OF THE AGREEMENT, BY GIVING THE CONTRACTOR WRITTEN NOTICE WITHIN THE TIME PERIOD NOTED ON THE SELECTED OPTIONS. THE TERM OF THIS CONTRACT SHALL BE BASED ON ONE OF THE SELECTIONS BELOW AND UNDER THE SAME TERMS AND CONDITIONS. THE CITY MANAGER OR DESIGNEE MAY EXTEND THE OPTION TO EXTEND.</p> <p>BIDDER OFFERS THE CITY THE OPTION OF EXTENDING THE TERM OF THE CONTRACT FOR:</p>		
ONE (1) ADDITIONAL YEAR AT THE SAME UNIT PRICE(S), IF THE OPTION IS EXERCISED PRIOR TO THE EXPIRATION OF THE ORIGINAL TERM OF THE CONTRACT:	<input type="checkbox"/>	<input type="checkbox"/>
TWO (2) ADDITIONAL YEARS AT THE SAME UNIT PRICE(S), IF THE OPTION IS EXERCISED PRIOR TO THE EXPIRATION OF THE ORIGINAL TERM OF THE CONTRACT:	<input type="checkbox"/>	<input type="checkbox"/>
NO OPTION OFFERED	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
AMENDMENTS ACKNOWLEDGED:	Yes	Yes
BIDS SOLICITED: 5 LOCAL BIDS SOLICITED: 1 BIDS RECEIVED: 2 LOCAL BIDS RECEIVED: 1 NO BID: 0		

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APPROVED BY: ____/s/____

DATE: __9/8/2022__

2022-0850 Veterinary Medical Supplies (Re-Bid III)

Online Views

	Participant Name	Response Date	Response Status	Contact
1	Hu-Friedy Mfg. Co. LLC	08/31/2022	Submitted	Cathy Bondi
2	El Paso Veterinary Supply	08/31/2022	Submitted	Manuel Talamantes, III
3	DAI Scientific Equipment Inc	08/29/2022	No Bid	Lisa Theis
4	Unipak Corp.	08/26/2022	No Bid	Brian Marcus
5	Champion Wire & Cable	08/09/2022	No Bid	Tina Mcglone
6	Metalcraft Inc.	08/03/2022	No Bid	Customer Service
7	Continental Kennel Club Inc.	08/02/2022	No Bid	Brandy Roberts
8	Mattingly Low Vision, Inc	07/26/2022	No Bid	Elena King
9	Bound Tree Medical, LLC	07/26/2022	No Bid	Accounts Receivable
10	365 Health & Fitness (365 III.VI.V. FITNESS, INC.)		Viewed	Benjamin Mooney
11	Advanced Business Software, LLC.			Jonathan Jameson
12	ADVANTAGE OFFICE PRODUCTS LLC			STEPHANIE WEGNER
13	advertising Specialties of El Paso			Jose Luis Nava
14	AED123 LLC			
15	Alight Solutions			Greg Hodges
16	American Heart Association, Inc.			
17	AMI-DENTAL			Joy Chew
18	AMN Allied Services, LLC			Seth Mukai
19	Applied Concepts, Inc.			Bill Titterington
20	Aquatic Adventures LLC			Michael
21	Authentic Promotions.com			Peter Carmazzi
22	Avesis Third Party Administrators, LLC			Sales Specialist
23	Aztec Contractors Inc			Nancy Leanos
24	B&E MEDICAL SUPPLY AND EQUIPMENT, LLC			EDWARD VALDEZ
25	Barrera Counseling and Educati			Ivonne G Barrera
26	BAY PROMO LLC (baypromo.net)			Humberto Arguello
27	Bella Luna Engineering and Building Maintenance			Lorenzo Luna
28	Blue Sky Supplies, LLC			Michael Barron
29	Bob Barker Company, Inc.			
30	borderland services inc			carlos adolfo gutierrez
31	CARES MEDICAL CLINIC			
32	CareStar, Inc.			Waleed Fadayer
33	City of El Paso Strategic Partners			The Great Lupe
34	Clinical Pathology Laboratories, Inc			Letty Gasca
35	College of American Pathologists			Sales Contracting
36	Colliers (New Mexico Real Estate Advisors Inc)			Bob Feinberg
37	COLLINS SPORTS MEDICINE			
38	Common Threads			Linda Flores
39	Con10gency Consulting			Norm Voshall
40	CorVel Corporation (CorVel Enterprise Comp Inc)			Nicole Ferrera
41	Curascript SD Specialty Distribution (Priority Healthcare Distribution Inc)			Michael Fix
42	Denoyer-Geppert Science			mary andros
43	Diamond Drugs, Inc. (Diamond Pharmacy Services)			Sara Misko
44	Digital Ally, Inc.			Nicole Leiker
45	D's Ventures, LLC dba LogMet Solutions			DeMaurice "Reese" Scott
46	DUMMIES UNLIMITED INC.			TERRA GARCIA
47	Emergence Health Network (El Paso MHMR d/b/a Emergence Health Network)			
48	ENDEAVOR DNA LABORATORIES (ENDEAVOR DNA, INC.)			DANIEL SLOWINSKI
49	Endeavors (Family Endeavors, Inc)			Benjamin Miranda
50	FASTECH CLS, INC.			Tim Rawls
51	First Financial Group of America			
52	Flotec Inc			Brian Davidson
53	Galls, LLC			Tiffany Brewer
54	GLOBEX-BURSA INTERNATIONAL TRADE (KEMAL ADLIG)			KEMAL ADLIG
55	GN Hearing Care Corporation DBA ReSound			Rachel Severson
56	Gracen Engineering & Construction, Inc.			Michael Sambrano
57	H.L. Dalis, Inc.			Neil S. Howell
58	Hauling Ace Dispatching LLC			Shannon (Ace) D Hamilton
59	HeartSafe America, Inc.			Mandi Nickerson
60	HemoCue America (HemoCue America, a division of Radiometer America)			Alyssa Whitney
61	Henry Schein Medical/EMS			
62	Henry Schein, Inc			Julia Strange
63	Holiday Inn Express & Suites- Sunland Park Area			Danielle Cadena
64	Holt Anatomical, Inc			Debra Holt
65	Howdy Resources (CNH Construction LLC)			LaVincent Thomas
66	Innovative Claims Strategies			Carlos M Navarro
67	INTERBORO PACKAGING CORPORATION		Viewed	Abraham jeremias
68	Internal Audit Office			

2022-0850 Veterinary Medical Supplies (Re-Bid III)

Online Views

69	Intervet Inc. Merck Animal Health			
70	Ironcompany.com, LLC			J.P. Brice
71	J&J Enterprises			James Davis
72	KMASS Solutions, LLC			Keith McGuire
73	LABSOURCE INC			STEVEN PLECKI
74	Las Palmas Medical Center			Cristi Robles
75	LD Supply Company, Inc.			Justin Ellis
76	Liberty Office Products			Scott Wiland
77	Life-Assist Inc			Cherise Akers
78	Lobo Distribution LLC			Perry Wolfe
79	ManhattanLife			Daniel Robson
80	McKesson Medical-Surgical Government Solutions LLC			
81	Medaserv (Strong Medical Partners LLC)			charles fatora
82	Medicaleshop Inc.			Abbas Ajmeri
83	Midwest Veterinary Supply		Viewed	Ali Davis
84	Mission Linen Supply			Hector Covarrubias
85	Momar Inc			Shaunda Sostand
86	Mpulse Healthcare & Technology			
87	Nickes Medical Supply,LLC			Grace Chi
88	North America Procurement Council Inc., PBC			
89	Olan Group LLC (Lester Olan Hunter)			Lester Hunter
90	P.V. Community Development Corporation			Bill Schlesinger
91	Patterson Dental Supply, Inc.		Viewed	
92	Performance Safety Group			Drew Allrich
93	PERIKIN Enterprises LLC			Rafael Lopez
94	Phitt Consulting LLC			Bruce Edmunds
95	Pollock Investments Inc (Pollock Orora)			Susan Ritchie
96	Possible Missions, Inc.			Paula Mendoza
97	PRIDE Enterprises (Prison Rehabilitative Industries and Diversified Enterprises, Inc.)			Mary Jacobs
98	Pro-Action, Inc. (ProAction Emergency Services Institute)			Dusty Warden
99	Products Unlimited, Inc.			
100	Project Amistad			Gerardo Blanco
101	Pulse Supply Chain Solutions			SHUBHAM MUKHERJEE
102	PYRAMID SCHOOL PRODUCTS (PYRAMID PAPER COMPANY)			CANDY ESTES
103	RBM Engineering, Inc.			Bryan R. Morris, P.E.
104	Reflective Apparel			Becky Keith
105	REPSS, Inc.			Dave Thomas
106	Royal Imaging Solutions (Royal Media Network, Inc.)			Maricris Bustamante
107	Rx Psychological Services			Dr. Jennifer Jaeger Darakijy
108	Safety Vision LLC			Monica Marcos
109	Salus Medical Products			Sal Russo
110	SAP Referral Services			Dawn Dregier
111	School Health Corporation			
112	SCHOOL NURSE SUPPLY, INC.			JEFF GIESEL
113	SI MEDICAL SUPPLY			Jamesia McDonald
114	SJI and Associates LLC			Gabriel Porras
115	Socorro ISD			Samuel Garcia
116	Southwest First Aid and Safety Supply, Inc.			Raul Aun
117	Spark Multinational, LLC			Horacio Arras
118	Spectrum Paper			Maxine Brown-Soto
119	Sunset Survival & First Aid Inc			Debbie Depin
120	SYOXSA, Inc.			Esteban Trejo
121	TDG Scientific (Taylor Distribution Group, LLC)			Artura Taylor
122	Totowa Systems Inc.			KAMAL KARAM
123	TrueCare24, Inc.			Saleem Mobhani
124	Uweport LLC		Unsubmitted	Maklin Ryan
125	ValoriHR			Minnie (Herminia) Holquin
126	VersaTables			John Carlo Manco
127	Vitanya Wellness Center (Strickland Health Products LLC)			John E Strickland
128	Wassco Corporation			Britt Wasson
129	WellConnect Counseling Inc. (Integrity Employee Assistance)			Deborah Ontiveros
130	World of Promotions			Layla Rosenfeld
131	WW Grainger			Johanna Hunter



Legislation Text

File #: 22-1271, Version: 1

CITY OF EL PASO, TEXAS
LEGISTAR AGENDA ITEM SUMMARY FORM

DISTRICT, DEPARTMENT, CONTACT INFORMATION:

Please choose District and Department from drop down menu. Please post exactly as example below.

No Title's, No emails. Please use ARIAL 10 Font.

District 8

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

Planning and Inspections, Andrew Salloum, (915) 212-1603

AGENDA LANGUAGE:

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

An Ordinance changing the zoning of the property described as Lot 3, Block 42, Magoffin Addition, 815 Tays Street, City of El Paso, El Paso County, Texas from A-3 (Apartment) and C-1 (Commercial) to S-D (Special Development), pursuant to Section 20.04.360, and approving a detailed site development plan pursuant to Section 20.04.150 and 20.10.360 of the El Paso City Code to allow for an office and district area, front yard setback and side yard setback reductions as permitted in the S-D (Special Development) zone district. The penalty is as provided for in Chapter 20.24 of the El Paso City Code.

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

Subject Property: 815 Tays Street

Applicant: ALU-Copper A R LLC. - PZRZ22-00026

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

AGENDA DATE: October 11, 2022
PUBLIC HEARING DATE: November 8, 2022

CONTACT PERSON(S) NAME AND PHONE NUMBER: Philip F. Etiwe, (915) 212-1553
Andrew Salloum, (915) 212-1603

DISTRICT(S) AFFECTED: District 8

STRATEGIC GOAL: #3 Promote the Visual Image of El Paso

SUBGOAL: 3.2 Set one standard for infrastructure across the city

SUBJECT:

An Ordinance changing the zoning of the property described as Lot 3, Block 42, Magoffin Addition, 815 Tays Street, City of El Paso, El Paso County, Texas from A-3 (Apartment) and C-1 (Commercial) to S-D (Special Development), pursuant to Section 20.04.360, and approving a detailed site development plan pursuant to Section 20.04.150 and 20.10.360 of the El Paso City Code to allow for an office and district area, front yard setback and side yard setback reductions as permitted in the S-D (Special Development) zone district. The penalty is as provided for in Chapter 20.24 of the El Paso City Code.

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

Subject Property: 815 Tays Street
Applicant: ALU-Copper A R LLC. - PZRZ22-00026

BACKGROUND / DISCUSSION:

The applicant is requesting to rezone from A-3 (Apartment) and C-1 (Commercial) to S-D (Special Development) and approval of a Detailed Site Development Plan with reductions to district area, front yard setback, and side yard setback to allow an office. City Plan Commission recommended 5-0 to approve the proposed rezoning and detailed site development plan on September 8, 2022. As of October 3, 2022, the Planning Division has not received any communication in support or opposition to the request from the public. See attached staff report for additional information.

PRIOR COUNCIL ACTION:

N/A

AMOUNT AND SOURCE OF FUNDING:

N/A

HAVE ALL AFFECTED DEPARTMENTS BEEN NOTIFIED? X YES ___ NO

PRIMARY DEPARTMENT: Planning & Inspections, Planning Division

SECONDARY DEPARTMENT: N/A

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

DEPARTMENT HEAD:

Philip Etiwe

ORDINANCE NO. _____

AN ORDINANCE CHANGING THE ZONING OF THE PROPERTY DESCRIBED AS LOT 3, BLOCK 42, MAGOFFIN ADDITION, 815 TAYS STREET, CITY OF EL PASO, EL PASO COUNTY, TEXAS FROM A-3 (APARTMENT) AND C-1 (COMMERCIAL) TO S-D (SPECIAL DEVELOPMENT), PURSUANT TO SECTION 20.04.360, AND APPROVING A DETAILED SITE DEVELOPMENT PLAN PURSUANT TO SECTION 20.04.150 AND 20.10.360 OF THE EL PASO CITY CODE TO ALLOW FOR AN OFFICE AND DISTRICT AREA, FRONT YARD SETBACK AND SIDE YARD SETBACK REDUCTIONS AS PERMITTED IN THE S-D (SPECIAL DEVELOPMENT) ZONE DISTRICT. THE PENALTY IS AS PROVIDED FOR IN CHAPTER 20.24 OF THE EL PASO CITY CODE.

WHEREAS, ALU-Copper A R LLC., (Owner) has applied for a rezoning of property from **A-3 (Apartment) and C-1 (Commercial)** to **S-D (Special Development)** per Section 20.04.360 of the El Paso City Code; and,

WHEREAS, Owner has also applied for approval of a detailed site development plan pursuant to Sections 20.04.150 and 20.10.360 of the El Paso City Code for district area, front yard setback, and side yard setback reductions for an office, which requires approval from both City Plan Commission and City Council; and,

WHEREAS, a public hearing was held for the rezoning and detailed site plan requests at a City Plan Commission meeting; and,

WHEREAS, City Plan Commission has recommended approval of the subject rezoning and detailed site development plan; and,

WHEREAS, the rezoning and detailed site development plan has been submitted to the City Council of the City of El Paso for review and approval; and,

WHEREAS, the City Council of the City of El Paso finds that the application conforms to all requirements of the El Paso City Code.

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

1. Pursuant to Section 20.04.360 of the El Paso City Code, that the zoning of *Lot 3, Block 42, Magoffin Addition, 815 Tays Street, City of El Paso, El Paso County, Texas*, be changed from **A-3 (Apartment) and C-1 (Commercial)** to **S-D (Special Development)**, as defined in Section 20.06.020, and that the zoning map of the City of El Paso be revised accordingly.

ORDINANCE NO. _____

22-1007-2964|1202381
PZRZ22-00026 815 Tays | Ordinance SD Rezoning/DSDP
JG

Zoning Case No: PZRZ22-00026

2. Pursuant to the requirements of the El Paso City Code, the City Council hereby approves the detailed site development plan submitted by the Owner, to request for district area, front yard setback, and side yard setback reductions for a business office as permitted under the S-D (Special Development) district regulations of 20.04.150 and 20.10.360.

3. A copy of the approved detailed site development plan, signed by the Owner, the City Manager, and the Secretary of the City Plan Commission, is attached hereto, as Exhibit "A" and incorporated herein by reference for all purposes.

4. All construction and development on the property shall be done in accordance with the approved detailed site development plan and the development standards applicable in the S-D (Special Development) District regulations.

5. The Applicant shall sign an agreement to develop the property and to perform all construction thereon in accordance with the approved detailed site development plan and the standards applicable in the S-D (Special Development) district. Such agreement shall be signed and filed with the Zoning Administrator and the Executive Secretary of the City Plan Commission before building permits are issued.

6. The approval of this detailed site development plan shall automatically be void if construction on the property is not started in accordance with the attached plan Exhibit "A" within four (4) years from the date hereof.

7. The penalties for violating the standards imposed through this ordinance are found in Section 20.24 of the El Paso City Code.

ADOPTED this _____ day of _____, 2022.


THE CITY OF EL PASO:

ATTEST:

Oscar Leoser
Mayor

Laura D. Prine
City Clerk

APPROVED AS TO FORM:



Joyce Garcia
Assistant City Attorney

APPROVED AS TO CONTENT:



Philip F. Etiwe, Director
Planning & Inspections Department

ORDINANCE NO. _____

22-1007-2964|1202381
PZRZ22-00026 815 Tays | Ordinance SD Rezoning/DSDP
JG

Zoning Case No: PZRZ22-00026

AGREEMENT

By execution hereof, ALU-Copper A R LLC. ("Owner"), referred to in the above Ordinance, hereby agrees to develop the above-described property in accordance with the approved Detailed Site Development Plan attached to same Ordinance, and in accordance with the standards identified in the **S-D (Special Development)** District regulations, and subject to all other requirements set forth in this Ordinance.

EXECUTED this 29 day of September, 2022



OWNER: ALU-Copper A R LLC.

By: 

RAUL DUEÑAS, MANAGING MEMBER
(Print name & Title)

ACKNOWLEDGEMENT

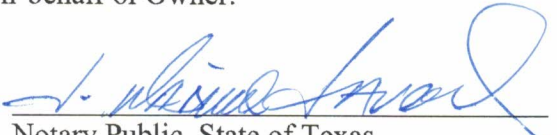
THE STATE OF TEXAS)

COUNTY OF EL PASO)

This instrument is acknowledged before me on this 29 day of September, 2022, by RAUL DUEÑAS, in his legal capacity on behalf of Owner.

My Commission Expires:

09/07/2026


Notary Public, State of Texas

ORDINANCE NO. _____

22-1007-2964|1202381
PZRZ22-00026 815 Tays | Ordinance SD Rezoning/DSDP
JG

Zoning Case No: PZRZ22-00026

PLANNING & INSPECTIONS DEPARTMENT
PLANNING DIVISION
DETAILED SITE DEVELOPMENT PLAN
APPROVED BY CITY COUNCIL.
09/09/2003

DATE: 12/1/2011
 APPLICANT: Kerrie Smith
 EXECUTIVE SECRETARY, CITY PLAN COMMISSION
 CITY MANAGER



PLANNING SPONS. (RETO. AS PER CH. 20 APPENDIX "C" OF ZONING ORDINANCE FOR CITY OF EL PASO, TEXAS)	REQUIRED SPACES:	REQUIRED:	PROVIDED:	HANDICAPPED:
PARKING COUNT:	255 V/376	1	2	1
BUSINESS OFFICE:	1/376 SQ. FT.			
OFFICE SPACES:		3	3	

EXPANSION TO THE PARCEL:	
TOTAL FLOOR GROSS AREA - LAND AREA x 15% = LANDSCAPE REQ'D.	
TOTAL FLOOR GROSS AREA :	REQUIRED
(3,000 - 265.5) x 15% =	PROVIDED
	411.68 SQ. FT. 680.00 SQ. FT.

[illegible][illegible]

815 TAYS STREET
LOT 3, BLOCK 42
MACOFFIN'S ADDITION
CITY OF EL PASO, EL PASO COUNTY, TEXAS.
CONTAINING: 3,000.00 SQ. FT. OR 0.0689 ACRES ±



- 1. EXISTING BUILDING
- 2. EXISTING STEPS
- 3. EXISTING CONC. CURB AND GUTTER
- 4. EXISTING ROOF/WALL
- 5. EXISTING CONCRETE
- 6. EXISTING ALUMINUM BUILDING
- 7. EXISTING SIDEWALKS
- 8. EXISTING CHAIN LINK FENCE
- 9. PROPOSED PAVING
- 10. PROPOSED LANDSCAPING
- 11. PROPOSED BICYCLE LANE

LEGEND	
no	= POWER POLE
	= ORGANIZED ELECTRONICS
computer	= ROCKWELL
	= CHRYSLER POWER
	= DELTAIDE FLOW
map	= HANDBOOK PAPERWORK
	= BLUSH
	= THERZ
	= BEYONCE BLACK



DISSEMINATION

RESTRICTED TO THE PERSONNEL DESIGNATED BY THE DISSEMINATION AUTHORITY AND ONLY ON THE BASIS OF THE DISSEMINATION AUTHORITY'S DETERMINATION THAT DISSEMINATION IS IN THE INTEREST OF NATIONAL DEFENSE.

CLASSIFICATION

CONTROL NO. DISSEM. AUTHORITY NO.

DISSEMINATION


CONSULTING COMPANY
 1790 LBB TRAVEL AND DRIVE SUITE 300
 EL PASO, TEXAS 79936
 TEL(915) 633-6622 FAX(915) 633-6624

SCHOOL DISTRICT
EL PASO INDEPENDENT SCHOOL DISTRICT
80021 INDEPENDENCE DRIVE
DALLAS, TEXAS 75247

815 Tays Street

City Plan Commission — September 8, 2022



CASE NUMBER: PZRZ22-00026
CASE MANAGER: Andrew Salloum, (915) 212-1603, SalloumAM@elpasotexas.gov
PROPERTY OWNER: ALU-Copper A R LLC
REPRESENTATIVE: CAD Consulting Co.
LOCATION: 815 Tays Street (District 8)
PROPERTY AREA: 0.07 acres
REQUEST: Rezone from A-3 (Apartment) and C-1 (Commercial) to S-D (Special Development) and approval of a Detailed Site Development Plan with a reduction of district area, front yard setback, and side yard setback
RELATED APPLICATIONS: None
PUBLIC INPUT: None received as of September 1, 2022

SUMMARY OF REQUEST: The applicant is requesting to rezone from A-3 (Apartment) and C-1 (Commercial) to S-D (Special Development) and approval of a Detailed Site Development Plan with reductions to district area, front yard setback, and side yard setback to allow an office.

SUMMARY OF STAFF'S RECOMMENDATION: Staff recommends **APPROVAL** of the rezoning request and Detailed Site Development Plan with reduction to district area, front yard setback, and side yard setback as the proposed rezoning is in keeping with the policies of the G-2 Traditional Neighborhood Land Use Designation of *Plan El Paso*, the City's adopted Comprehensive Plan.



Figure A. Subject Property & Immediate Surroundings

DESCRIPTION OF REQUEST: The applicant is requesting to rezone from A-3 (Apartment) and C-1 (Commercial) to S-D (Special Development) and approval of a Detailed Site Development Plan with reductions to district area, front yard setback, and side yard setback to allow an office. The property consists of 0.07 acres. There is an existing vacant building on the subject property. The detailed site development plan shows the existing 605.5 square-foot office building. The applicant is also requesting the following reductions: from the minimum district area required of 1 acre to 0.07 acres, from the minimum required 20-foot front yard setback to 13.3 feet, and from the minimum required 10-foot side yard setback to 0 foot as shown in the table below. The development is compliant with the requisite vehicular and bicycle parking. Access to the subject property is provided from Seventh Avenue via the alley.

Minimum Density/Setback: S-D zone district	Required	Proposed
District area	1 acre	0.07 acre
Lot Area	N/A	N/A
Lot Width	N/A	N/A
Lot Depth	N/A	N/A
Front yard setback	20 feet	13.3 feet
Rear yard setback	10 feet	No change
Side yard setback	10 feet between structures	0 foot
Side street yard setback	10 feet	N/A
Cumulative front & rear yard setback	N/A	N/A

COMPATIBILITY WITH NEIGHBORHOOD CHARACTER: The subject property is proposed to be developed into an office development. The proposed zoning district is consistent with the surrounding A-3 (Apartment) zone district to the north, south, east, and west consisting of multi-family dwellings and with the C-1 (Commercial) zone district to the northeast currently vacant, and meet the established character of the neighborhood surrounding the subject property. The closest school is Guillen Middle School located 0.14 miles and the closest park is Paseo de Los Heroes Park located 0.07 miles away.

COMPLIANCE WITH <i>PLAN EL PASO</i>/REZONING POLICY – When evaluating whether a proposed rezoning is in accordance with <i>Plan El Paso</i>, consider the following factors:	
Criteria	Does the Request Comply?
<p>Future Land Use Map: Proposed zone change is compatible with the Future Land Use designation for the property:</p> <p><u>G-2 Traditional Neighborhood (Walkable):</u> This sector includes the remainder of central El Paso as it existed through World War II. Blocks are small and usually have rear alleys; buildings directly faced streets; schools, parks, and small shops are integrated with residential areas. This sector is well-suited for use of the SmartCode as a replacement for current zoning when planned in conjunction with specific neighborhood plans or identified in this Comprehensive Plan.</p>	<p>Yes. The subject property is proposed to be developed into office development, which is in character with the future land use designation of <i>Plan El Paso</i>.</p>

COMPLIANCE WITH <i>PLAN EL PASO</i>/REZONING POLICY – When evaluating whether a proposed rezoning is in accordance with <i>Plan El Paso</i>, consider the following factors:	
<p>Compatibility with Surroundings: The proposed zoning district is compatible with those surrounding the site:</p> <p>S-D (Special Development) District: The purpose of this district is to provide an opportunity for mixed-use projects, integrated in design, in certain older residential areas where there is a desire to permit a variety of nonresidential uses while maintaining the established residential appearance and landscaping of the area. The regulations of this district are designed to ensure compatibility with existing uses in the district; to permit the production, exhibit or sale of goods and the providing of services to the public in such older residential areas; to protect the traffic capacity of streets serving such older residential areas; to encourage flexibility by prescribing general performance standards for such older residential areas; and to protect the environment of adjacent areas. For the purpose of this district, older areas of the city shall be deemed those areas where development has existed for at least twenty-five years.</p>	<p>Yes. The proposed S-D (Special Development) zone district will provide for the integration of business office with adjacent apartment and light commercial zoning districts in an older area.</p>
<p>Preferred Development Locations: Located along an arterial (or greater street classification) or the intersection of two collectors (or greater street classification). The site for proposed rezoning is not located mid-block, resulting in it being the only property on the block with an alternative zoning district, density, use and/or land use.</p>	<p>Yes. Proposed development will have access to the existing Tays Street and Seventh Avenue which are designated as local and collector streets, respectively as per El Paso's Major Thoroughfare Plan (MTP). The classification of these roads are appropriate for the proposed development.</p>
THE PROPOSED ZONING DISTRICT'S EFFECT ON THE PROPERTY AND SURROUNDING PROPERTY, AFTER EVALUATING THE FOLLOWING FACTORS:	
<p>Historic District or Special Designations & Study Area Plans: Any historic district or other special designations that may be applicable. Any adopted small areas plans, including land-use maps in those plans.</p>	<p>The proposed development is not within any historic districts or study area plan boundaries.</p>
<p>Potential Adverse Effects: Potential adverse effects that might be caused by approval or denial of the requested rezoning.</p>	<p>The proposed development is not anticipated to pose any adverse effects on the community. The proposed development will be compatible with development immediately surrounding the subject property.</p>
<p>Natural Environment: Anticipated effects on the natural environment.</p>	<p>The subject property does not involve greenfield, environmentally sensitive land, or arroyo disturbance.</p>
<p>Stability: Whether the area is stable or in transition.</p>	<p>The area is stable and the proposed development is compatible with A-3 (Apartment) and C-1 (Commercial) zone districts and uses of the surrounding properties.</p>
<p>Socioeconomic & Physical Conditions: Any changed social, economic, or physical conditions that make the existing zoning no longer suitable for the property.</p>	<p>None. The proposed development is within an older, stable area of the city. The established neighborhood is comprised of multi-family dwellings.</p>

ADEQUACY OF PUBLIC FACILITIES, SERVICES AND INFRASTRUCTURE: The proposed development will have access to Tays Street and to Seventh Avenue via the alley which are designated as local and collector streets, respectively as per El Paso's MTP. The classification of these roads are appropriate for the proposed development. The existing infrastructure and services are adequate to serve the proposed redevelopment. Access is proposed from Seventh Avenue via the alley.

SUMMARY OF DEPARTMENTAL REVIEW COMMENTS: No adverse comments from reviewing departments.

PUBLIC COMMENT: The subject property lies within the boundaries of El Paso Central Business Association, Sunrise Civic Group, and Southside Neighborhood Association which were notified of the rezoning application. Public notices were mailed to property owners within 300 feet of the subject property on August 25, 2022. As of September 1, 2022, the Planning Division has not received any communication in support or opposition to the request from the public.

RELATED APPLICATIONS: None.

CITY PLAN COMMISSION OPTIONS:

The purpose of the Zoning Ordinance is to promote the health, safety, morals and general welfare of the City. The City Plan Commission (CPC) has the authority to advise City Council on Zoning matters. In evaluating the request, the CPC may take any of the following actions:

1. **Recommend Approval** of the rezoning request, finding that the request is in conformance with the review criteria of *Plan El Paso* as reflected in the Staff Report, or that the request is in conformance with other criteria that the CPC identifies from the Comprehensive Plan. **(Staff Recommendation)**
2. **Recommend Approval of the rezoning request With Modifications** to bring the request into conformance with the review criteria of *Plan El Paso* as reflected in the Staff Report, or other criteria that the CPC identifies from the Comprehensive Plan.
3. **Recommend Denial** of the rezoning request, finding that the request does not conform to the review criteria of *Plan El Paso* as reflected in the Staff Report, or other criteria that the CPC identifies from the Comprehensive Plan.

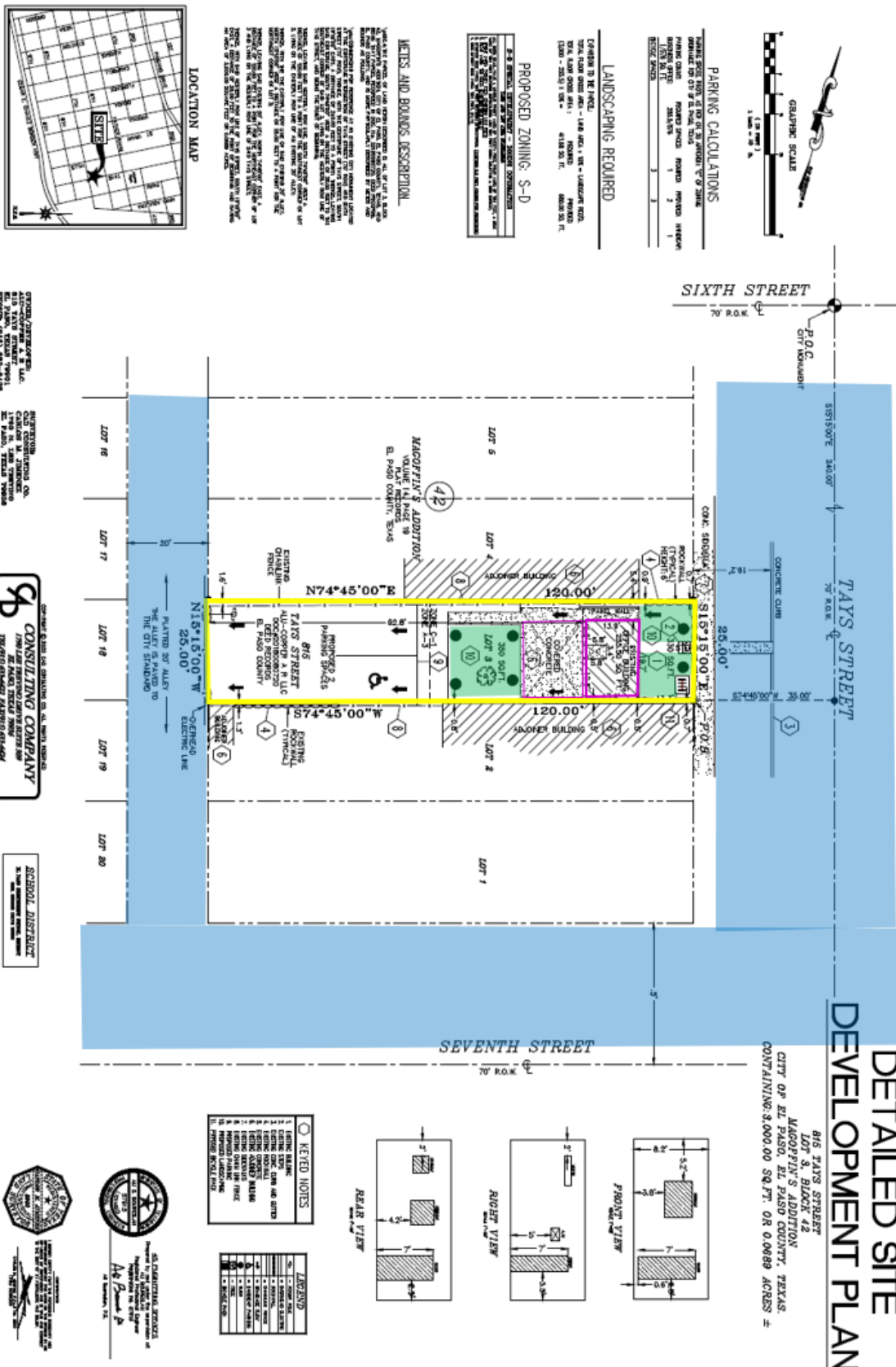
ATTACHMENTS:

1. Future Land Use Map
2. Detailed Site Development Plan
3. Department Comments
4. Neighborhood Notification Boundary Map

ATTACHMENT 1



ATTACHMENT 2



ATTACHMENT 3

Planning and Inspections Department - Planning Division

Staff recommends approval of the rezoning request and Detailed Site Development Plan with reduction to district area, front yard setback, and side yard setback as the proposed rezoning is in keeping with the policies of the G-2 Traditional Neighborhood Land Use Designation of *Plan El Paso*, the City's adopted Comprehensive Plan.

Planning and Inspections Department – Plan Review & Landscaping Division

No objections to special permit and detailed site development plan.

Note: At the time of submittal for building permit, the project will need to comply with all applicable provisions of the ICC, TAS and Municipal Code.

Planning and Inspections Department – Land Development

No objections to proposed rezoning.

Fire Department

Recommend approval. No adverse comments.

Police Department

No comments received.

Environment Services

No comments received.

Streets and Maintenance Department

No comments received.

Sun Metro

No comments received.

El Paso Water

EPWater does not object to this request.

Water:

There is an existing 12-inch diameter water main that extends along Tays Street, located approximately 72-feet east of the property. This main is available for service.

There is an existing 4-inch diameter water main that extends along the alley between Tays Street and Hills Street located approximately 6-feet west of the property. This main is available for service.

Previous water pressure readings conducted on fire hydrant # 2290 located on southeast corner of Sixth Avenue and Tays Street have yielded a static pressure of 100 psi, residual pressure of 98 psi, discharge of 1,186 gallons per minute. The owner should, for his own protection and at his own expense, install at the discharge side of each water meter a pressure regulator, strainer, and relief valve, to be set for pressure

as desired by the customer. The Owner shall be responsible for the operation and maintenance of the above-described water pressure regulating device.

Sanitary Sewer:

There is an existing 8-inch diameter sanitary sewer main that extends along the alley between Tays Street and Hills Street located approximately 10-feet west of the property line. This main is available for service.

General:

EPWater requires a new service application to provide services to the property. New service applications are available at 1154 Hawkins, 3rd floor and should be made 6 to 8 weeks in advance of construction to ensure water for construction work. A site plan, utility plan, grading and drainage plans, landscaping plan, the legal description of the property and a certificate-of-compliance are required at the time of application. Service will be provided in accordance with the current EPWater Rules and Regulations. The applicant is responsible for the costs of any necessary on-site and off-site extensions, relocations or adjustments of water and sanitary sewer lines and appurtenances.

Stormwater Engineering

EPWater-SW has no objections to this proposal.

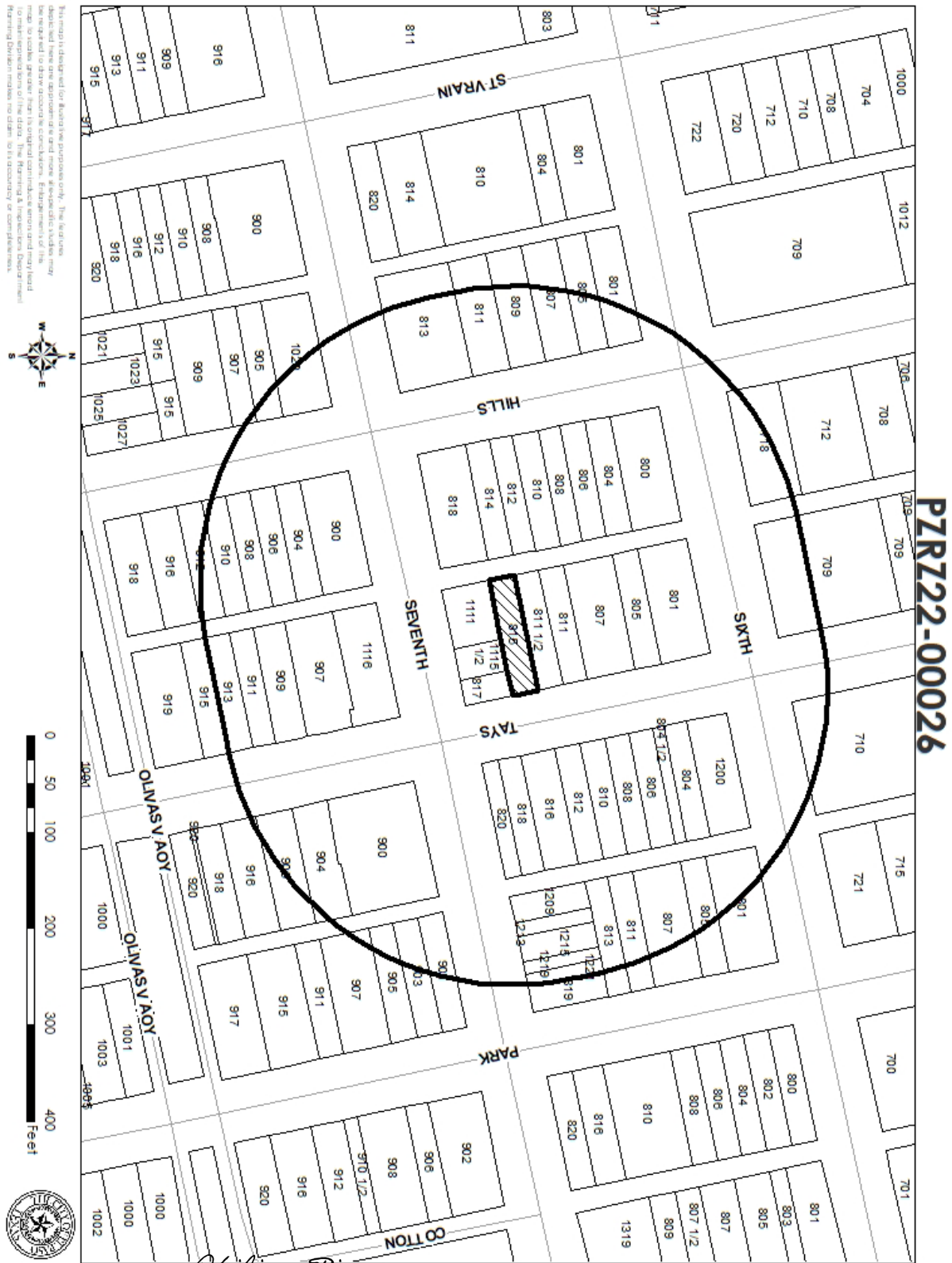
El Paso County 911 District

The 911 District has no comments or concerns regarding this zoning and detailed site development plan.

El Paso County Water Improvement District #1

The item is not within the boundaries of EPCWID1.

ATTACHMENT 4





Legislation Text

File #: 22-1272, Version: 1

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

DISTRICT, DEPARTMENT, CONTACT INFORMATION:

Please choose District and Department from drop down menu. Please post exactly as example below.

No Title's, No emails. Please use ARIAL 10 Font.

District 1

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

Planning and Inspections, Andrew Salloum, (915) 212-1603

AGENDA LANGUAGE:

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

An Ordinance granting Special Permit No. PZST22-00008, to allow for parking spaces (serving another property) on the property described as Tract 6-B and 18-B, Block 4, Upper Valley Surveys, 5020 Country Club Place, City of El Paso, El Paso County, Texas, pursuant to Section 20.04.260 of the El Paso City Code. The penalty being as provided in Chapter 20.24 of the El Paso City Code.

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

Subject Property: 5020 Country Club Place

Applicant: El Paso Country Club - PZST22-00008

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

AGENDA DATE: October 11, 2022
PUBLIC HEARING DATE: November 8, 2022

CONTACT PERSON(S) NAME AND PHONE NUMBER: Philip F. Etiwe, (915) 212-1553
Andrew Salloum, (915) 212-1603

DISTRICT(S) AFFECTED: District 1

STRATEGIC GOAL: #3 Promote the Visual Image of El Paso

SUBGOAL: 3.2 Set one standard for infrastructure across the city

SUBJECT:

An Ordinance granting Special Permit No. PZST22-00008, to allow for parking spaces (serving another property) on the property described as Tract 6-B and 18-B, Block 4, Upper Valley Surveys, 5020 Country Club Place, City of El Paso, El Paso County, Texas, pursuant to Section 20.04.260 of the El Paso City Code. The penalty being as provided in Chapter 20.24 of the El Paso City Code.

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

Subject Property: 5020 Country Club Place
Applicant: El Paso Country Club - PZST22-00008

BACKGROUND / DISCUSSION:

The applicant is requesting a special permit for an off-street parking lot serving another property in the R-1 (Residential) zone district in accordance with the El Paso City Code Section 20.04.320 Special Permit. This parking lot would serve the adjacent El Paso Country Club located at 5000 Country Club Place. The City Plan Commission recommended 5-0 to approve the proposed special permit on September 8, 2022. As of October 3, 2022, the Planning Division received two phone calls in support of the request. See attached staff report for additional information.

PRIOR COUNCIL ACTION:

N/A

AMOUNT AND SOURCE OF FUNDING:

N/A

HAVE ALL AFFECTED DEPARTMENTS BEEN NOTIFIED? ☒ YES ☐ NO

PRIMARY DEPARTMENT: Planning & Inspections, Planning Division

SECONDARY DEPARTMENT: N/A

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

DEPARTMENT HEAD:

Philip Etiwe

ORDINANCE NO. _____

AN ORDINANCE GRANTING SPECIAL PERMIT NO. PZST22-00008, TO ALLOW FOR PARKING SPACES (SERVING ANOTHER PROPERTY) ON THE PROPERTY DESCRIBED AS TRACT 6-B AND 18-B, BLOCK 4, UPPER VALLEY SURVEYS, 5020 COUNTRY CLUB PLACE, CITY OF EL PASO, EL PASO COUNTY, TEXAS, PURSUANT TO SECTION 20.04.260 OF THE EL PASO CITY CODE. THE PENALTY BEING AS PROVIDED IN CHAPTER 20.24 OF THE EL PASO CITY CODE.

WHEREAS, the El Paso Country Club, has applied for a Special Permit under Section 20.04.260 of the El Paso City Code to allow for a Parking spaces (serving another property); and,

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

WHEREAS, the City Plan Commission has recommended approval of the subject Special Permit; and

WHEREAS, the subject Special Permit has been submitted to the City Council of the City of El Paso for review and approval; and

WHEREAS, the City Council of the City of El Paso finds that the application conforms to all requirements of Section 20.04.320 of the El Paso City Code.

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

1. That the property described as follows, is in a R-1 (Residential) District:
Tracts 6-B and 18-B, Block 4, Upper Valley Survey, 5020 Country Club Place, City of El Paso, El Paso County, Texas; and as more particularly described by metes and bounds on the attached Exhibit "A".
2. That the City Council hereby grants a Special Permit under Section 20.04.320 of the El Paso City Code to allow for parking spaces (serving another property) on the property described in Paragraph 1 of this Ordinance; and,
3. That this Special Permit is issued subject to the development standards in the R-1 (Residential) District regulations and is subject to the approved Detailed Site Development Plan signed by the Applicant, the City Manager and the Executive Secretary to the City Plan Commission. A copy of this plan is attached hereto as Exhibit "B" and is incorporated herein by reference for all purposes; and,
4. That if at any time the Applicant fails to comply with any of the requirements of this Ordinance, Special Permit No. PZST22-00008, shall be subject to termination; construction or occupancy shall be discontinued; and the Applicant shall be subject to the penalty provisions of Chapter 20.24 and any other legal or equitable remedy; and,

ORDINANCE NO. _____

5. That the Applicant shall sign an Agreement incorporating the requirements of this Ordinance. Such Agreement shall be signed and filed with the Zoning Administrator and the Executive Secretary to the City Plan Commission before building permits are issued.

ADOPTED this ____ day of _____, 2022.

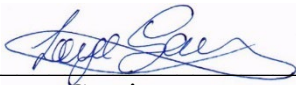
THE CITY OF EL PASO:

ATTEST:

Oscar Leeser
Mayor

Laura D. Prine
City Clerk

APPROVED AS TO FORM:



Joyce Garcia
Assistant Attorney

APPROVED AS TO CONTENT:



Philip F. Etiwe, Director
Planning & Inspections Department

ORDINANCE NO. _____

AGREEMENT

El Paso Country Club, the Applicant referred to in the above Ordinance, hereby agrees to develop the above-described property in accordance with the approved Detailed Site Development Plan attached to same Ordinance, and in accordance with the standards identified in the **R-1 (Residential) District** regulations, and subject to all other requirements set forth in this Ordinance.

EXECUTED this 20 day of September, 2022.

El Paso Country Club:

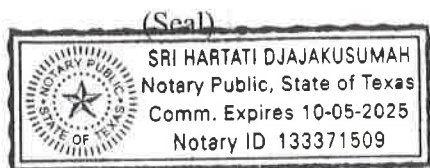
[Signature]
(Signature)

General Manager / COO
(Name/Title)

ACKNOWLEDGMENT

THE STATE OF TEXAS)
)
COUNTY OF EL PASO)

This instrument is acknowledged before me on this 20th day of September, 2022, by Andy Khatami for El Paso Country Club as Applicant.



[Signature]
Notary Public, State of Texas
Signature

SRI HARTATI DJAJAKUSUMAH
Printed or Typed Name

My Commission Expires:

10-05-2025

ORDINANCE NO. _____

EASEMENT

P.O.C.
FOUND RAIL
ROAD SPIKE

COUNTRY CLUB PLACE

(50' R.O.W.)

N00°03'00"W

P.O.B. L3
FOUND 1/2" REBAR
@ N 10°43'23" E
1.30' FROM CORNER

122.00'

FOUND 3/8" REBAR
WITH CAP "DECADE"
@ N 32°25'29" W
0.32' FROM CORNER

TRACTS
6-B
AND
18-B

5020 COUNTRY
CLUB PLACE
EL PASO COUNTRY
CLUB INC.
54,081 sq.ft.
1.2415 acres

LLAMAS
SUBDIVISION
INST#20070016124

LOT 1 AND A
PORTION OF LOT 2
5030 COUNTRY CLUB

UPPER VALLEY SURVEY
BLOCK 4

TRACT 18-A

5000 COUNTRY CLUB PLACE
EL PASO COUNTRY CLUB INC.

275.00'

S89°48'00"W

478.00'

N89°47'57"E

207.60'

S89°48'00"W

FOUND 5/8" REBAR
@ S 87°07'06" W
0.17' FROM CORNER

S02°41'00"E

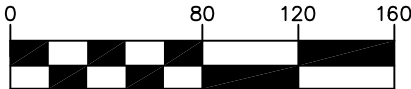
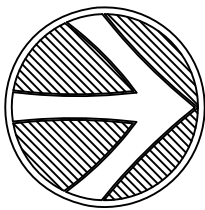
100.10'

A PORTION OF LOT 2

FOUND 1/2" REBAR
WITH CAP "2564" @
N 25°58'39" W 0.45'
FROM CORNER

MONTOYA DRAIN

(120' R.O.W.)



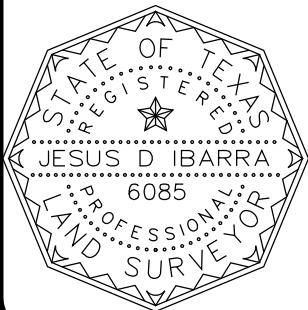
1"= 80'

NOTES:

1. BEARING BASIS IS RECORD FOR UPPER VALLEY SURVEY MAP OF BLOCK 4 APPROVED BY J.W. CARTER, DATED NOV. 1929 AND REFERENCE BY FOUND CITY MONUMENTS SHOWN HEREIN.
2. THIS PROPERTY MAY BE SUBJECT TO EASEMENT WHETHER OF RECORD OR NOT. (NOT SHOWN).
3. A METES AND BOUNDS DESCRIPTION OF EVEN DATE ACCOMPANIES THIS PLAT.

LINE TABLE

LINE	LENGTH	BEARING
L1	22.00	S00°03'00"E
L2	25.00	N89°57'00"E
L3	3.03	N00°03'00"W

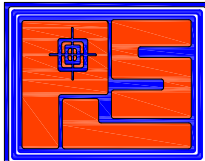


CERTIFICATION

I HEREBY CERTIFY THAT THIS MAP WAS MADE FROM AN ACTUAL ON THE GROUND SURVEY AND THAT THE MONUMENTATION SHOWN HEREON WERE FOUND AND/OR PLACED UNDER MY PERSONAL SUPERVISION. I ALSO CERTIFY THAT THIS SURVEY SUBSTANTIALLY COMPLIES WITH THE CURRENT TEXAS SOCIETY OF PROFESSIONAL SURVEYORS STANDARDS AND SPECIFICATIONS FOR A CATEGORY 1A, CONDITION II SURVEY.

5-16-2022

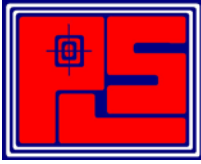
JESUS D. IBARRA RPLS#6085, FIRM#10194184



PRECISION LAND SURVEYORS

1044 VALLE DE ORO DR.
EL PASO, TEXAS 79927
(915)222-5227

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PRECISION LAND SURVEYORS

10441 VALLE DE ORO DR.

El Paso, Texas 79927

Ph# (915) 222-5227

Being all of Tracts 6-B and 18-B,
Block 4,
Upper Valley Surveys,
City of El Paso, El Paso County, Texas
May 16, 2022;

METES AND BOUNDS DESCRIPTION

Description of a parcel of land being all of Tracts 6-B and 18-B, Block 4, Upper Valley Surveys, City of El Paso, El Paso County, Texas , and being more particularly described by metes and bounds as follows:

Commencing for reference at a found rail road spike at the centerline intersection Camino Real Avenue (50 foot right of way) and Country Club Place (50 foot right of way), thence, North 89°57'00" East a distance of 25.00 feet to a point at the easterly right of way of Country Club Place, thence along said right of way, North 00°03'00" West a distance of 3.03 feet to a point, from which a found 1/2 rebar bears North 10°43'23" East a distance of 1.30 feet and the **"TRUE POINT OF BEGINNING"**.

Thence along said right of way, **North 00°03'00" West** a distance of **122.00 feet** to a point, from which a found 3/8" rebar "DECADE" bears North 32°25'29" West a distance of 0.32 feet;

Thence leaving said right of way, **North 89°47'57" East** a distance of **478.00 feet** to a point at the westerly right of way of Montoya Drain (120 foot right of way), from which a found 1/2 rebar "2564" bears North 25°58'39" West a distance of 0.45 feet;

Thence along said right of way, **South 02°41'00" East** a distance of **100.10 feet** to a point, from which a found 5/8" rebar bears North 89°07'06" West a distance of 0.17 feet;

Thence leaving said right of way, **South 89°48'00" West** a distance of **207.60 feet** to a point;

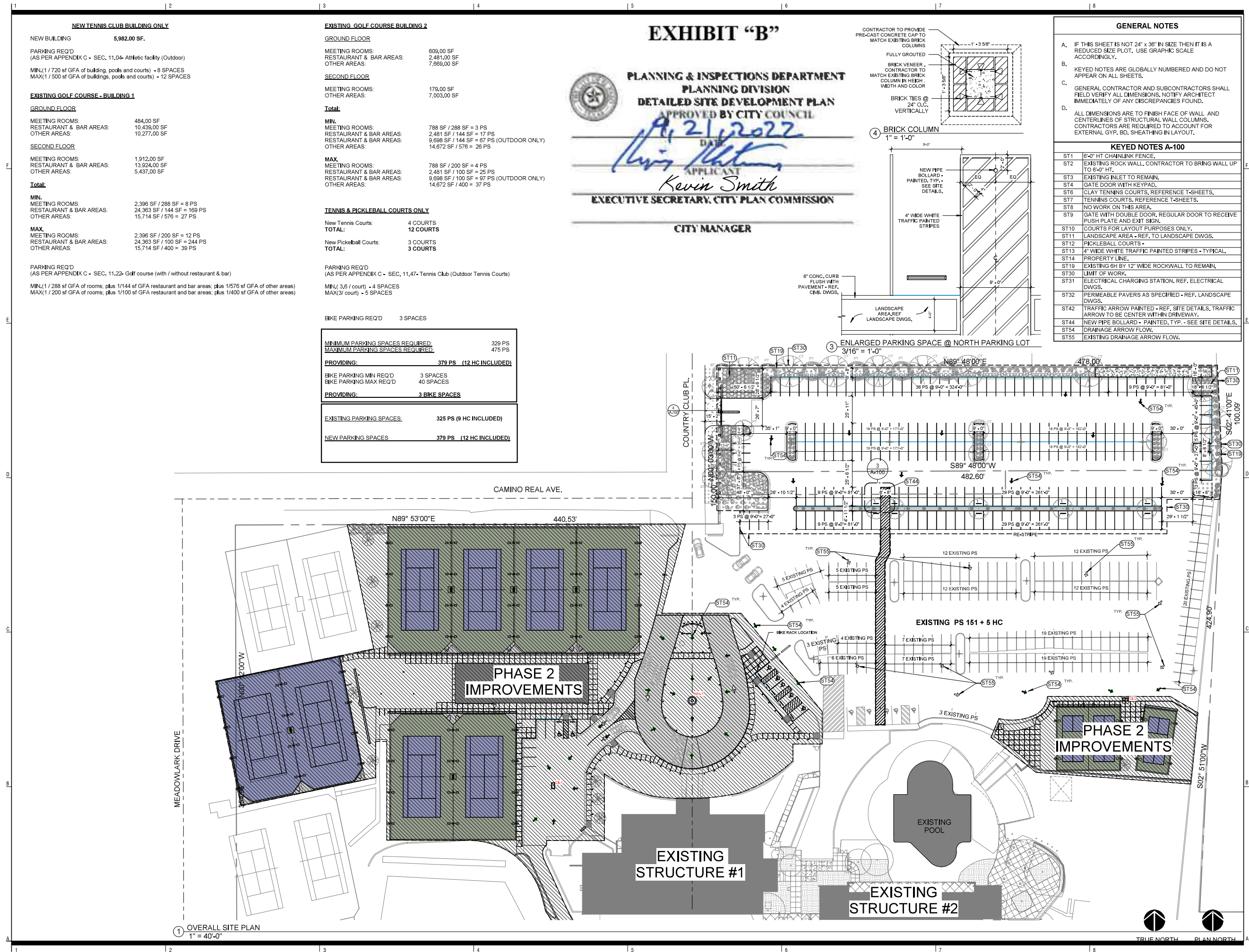
Thence, **South 00°03'00" East** a distance of **22.00 feet** to a point;

Thence, **South 89°48'00" West** a distance of **275.00 feet** to a point feet to **"TRUE POINT OF BEGINNING"** and containing in all **54,081 square feet** or **1.2415 acres** of land more or less.

Jesus D. Ibarra, RPLS No.6085

May 18, 2022





in*situ
ARCHITECTURE

112 Texas Ave | El Paso, TX 79901
p 915.533.7488
www.insituarc.com



May 24, 2022

EPCC- NORTH PARKING LOT

EP_COUNTRY CLUB

El Paso, Texas

REVISION SCHEDULE

Number	Date	Description
--------	------	-------------

PROJECT STATUS: CONSTRUCTION DOCUMENTS

ISSUE DATE: May 24, 2022

PROJECT NO.: 21014

DRAWN BY: EL / CG

CHECKED BY: EL

OVERALL SITE PLAN

A-100

8/30/2022 11:43:42 AM

5020 Country Club Place

City Plan Commission — September 8, 2022



CASE NUMBER: PZST22-00008
CASE MANAGER: Andrew Salloum, (915) 212-1603, SalloumAM@elpasotexas.gov
PROPERTY OWNER: El Paso Country Club
REPRESENTATIVE: SLI Engineering, Inc.
LOCATION: 5020 Country Club Place (District 1)
PROPERTY AREA: 1.24 acres
EXISTING ZONING: R-1 (Residential)
REQUEST: Special Permit to allow for off-street parking serving another property in R-1 (Residential) zone district
RELATED APPLICATIONS: None
PUBLIC INPUT: As of September 1, 2022, staff received two phone calls in support.

SUMMARY OF REQUEST: The applicant is requesting a special permit for an off-street parking lot serving another property in the R-1 (Residential) zone district. This parking lot would serve the adjacent El Paso Country Club located at 5000 Country Club Place.

SUMMARY OF STAFF RECOMMENDATION: Staff recommends **APPROVAL** of the special permit to allow for parking spaces (serving another property) in R-1 (Residential) zone district. The proposal meets all the requirements of El Paso City Code 20.14.410 – Off-street parking serving another property, 20.04.320 – Special Permit, and 20.04.150 – Detailed Site Development Plan. It is also based on consistency with *Plan El Paso*, the City's adopted Comprehensive Plan.

PZST22-00008



Figure A. Detailed Site Development Plan Superimposed on Aerial Imagery

DESCRIPTION OF REQUEST: The applicant is requesting a special permit for off-street parking serving another property in R-1 (Residential) district. The parking lot is located at 5020 Country Club Road and will serve the adjacent El Paso Country Club located at 5000 Country Club Place. The parking lot contains 140 vehicular spaces. The applicant is providing a 6-foot rockwall and evergreen trees screening adjacent to residential development. The development complies with Title 18.46 of the Landscaping Ordinance. Access to the subject property is proposed from Country Club Place.

COMPLIANCE WITH SPECIAL PERMIT REQUIREMENTS (20.14.410) – OFF-STREET PARKING (SERVING ANOTHER PROPERTY)	
Criteria	Does the Request Comply?
1. The parking area is compatible with the general development of the neighborhood and does not adversely affect the use of adjacent properties.	Yes, the proposed development is similar in intensity and scale to surrounding development and the applicant is proposing screening, landscaping, and sound barriers to mitigate the effects on adjacent properties.
2. The parking area is so arranged as to permit sufficient space for parking spaces and turning maneuvers, as well as adequate ingress and egress to the site.	Yes, the parking lot meets all dimensional standards required for stalls and aisles.
3. Lighting shall comply with Chapter 18.18 (Dark Sky Ordinance) of this Code.	Yes, there is a note on the detailed site plan (Attachment 1).
4. The parking area is located in such a manner from the site generating the parking requirement to assure that such parking facility will adequately serve the use.	Yes, the parking lot is located adjacent to the site generating the use. There are adequate pedestrian facilities in the area for access to the existing El Paso Country Club and the parking lot.
5. Access to be provided to the parking area shall not be through private property that is not zoned to permit the use generating the off-street parking.	Yes, access to the parking lot is proposed through the property it will serve from Country Club Place.
6. Adequate provisions shall be made to assure that the parking area is reasonably identifiable as to the patronage it serves, the location, points of access, hours of operation and other appropriate matters made as a condition of the special permit approval.	Yes, the parking lot will have signage including all pertinent information.
7. The parking spaces required to be provided for the use shall be restricted to that use.	Yes, the detailed site plan, once approved, will restrict the use of the parking lot to the existing El Paso Country Club and uses indicated.
8. Any off-street parking spaces to be provided on the site generating the off-street parking requirement shall be used to accommodate required handicapped accessible spaces and patron parking.	Yes, the parking lot located at the adjacent property accommodates required accessible spaces onsite.
9. The parking area shall be owned or leased by the same property owner who operates the use generating the off-street parking requirement, and any leasehold interest in the parking area shall be validly held for the duration of the use.	Yes, the owner of the parking lot also owns the El Paso Country Club that will be served by the lot.

COMPLIANCE WITH SPECIAL PERMIT REQUIREMENTS (El Paso City Code 20.04.320.D)	
Criteria	Does the Request Comply?
1. The proposed development complies, except to the extent waived, varied or modified pursuant to the provisions of this title, with all of the standards and conditions applicable in the zoning district in which it is proposed to be located.	Yes. the property meets all applicable density and dimensional standards for their zoning district and use.

COMPLIANCE WITH SPECIAL PERMIT REQUIREMENTS (El Paso City Code 20.04.320.D)	
2. Furthers <i>Plan El Paso</i> and applicable neighborhood plans or policies.	Yes. The request complies with the recommendations of <i>Plan El Paso</i> and the G-3 future land use designation.
3. Adequately served by and will not impose an undue burden upon public improvements.	Yes, access to the driveway will be from Country Club Place - the improved local street.
4. Any impacts of the proposed development on adjacent property are adequately mitigated with the design, proposed construction and phasing of the site development.	Yes. The proposed design of the development is compatible with surrounding properties. Additionally, landscaping and trees are provided to lessen the impact on the neighboring properties.
5. The design of the proposed development mitigates substantial environmental problems.	Yes. Subject property does not involve greenfield/ environmentally sensitive land or arroyo disturbance.
6. The proposed development provides adequate landscaping and/or screening where needed.	Yes. The development will comply with landscaping ordinance requirements.
7. The proposed development is compatible with adjacent structures and uses.	Yes. The existing uses configurations are similar to other properties in the immediate area.
8. The proposed development is not materially detrimental to the property adjacent to the site.	Yes. The proposed redevelopment is similar in intensity and scale to surrounding development to include landscaping and trees to assist buffering from the residential uses.

COMPLIANCE WITH PLAN EL PASO GOALS & POLICIES – When evaluating whether a proposed special permit is in accordance with <i>Plan El Paso</i>, consider the following factors:	
Criteria	Does the Request Comply?
<p>Future Land Use Map: Proposed zone change is compatible with the Future Land Use designation for the property:</p> <p>G-3, Post-War: This sector applies to transitional neighborhoods typically developed from the 1950s through the 1980s. Streets were laid out with curvilinear patterns without alleys and shopping centers are located at major intersections behind large parking lots. This sector is generally stable but would benefit from strategic suburban retrofits to supplement the limited housing stock and add missing civic and commercial uses.</p>	<p>Yes, the subject property and the proposed developments meet the intent of the G-3 Post-War Future Land Use designation. The proposed development is adjacent to residential in close proximity to a residential and private country club use.</p>
<p>Compatibility with Surroundings: The proposed use is compatible with those surrounding the site:</p> <p>R-1 (Residential) District: The purpose of this district is to promote and preserve residential development within the city to create basic neighborhood units. It is intended that the district regulations maintain a low density of dwelling units supporting a suburban-urban interface that permits developments utilizing varying lot configurations. The regulations of the districts will permit primarily single-family and two-family residential areas, and recreational and institutional uses incidental to and serving the neighborhood.</p>	<p>Yes, the parking is consistent with residential and private country club uses in the neighborhood. The off-site parking serving another property is requiring a special permit in R-1 (Residential) zone district. The surrounding properties are zoned R-1 (Residential). The surrounding area of single-family dwellings and private country club uses.</p>

COMPLIANCE WITH <i>PLAN EL PASO</i> GOALS & POLICIES – When evaluating whether a proposed special permit is in accordance with <i>Plan El Paso</i>, consider the following factors:	
THE PROPOSED PROJECT'S EFFECT ON THE PROPERTY AND SURROUNDING PROPERTY, AFTER EVALUATING THE FOLLOWING FACTORS:	
Historic District or Special Designations & Study Area Plans: Any historic district or other special designations that may be applicable. Any adopted small areas plans, including land-use maps in those plans.	N/A. The proposed development is not within any historic districts or study area plan boundaries.
Potential Adverse Effects: Potential adverse effects that might be caused by approval or denial of the requested rezoning.	The proposed development is not anticipated to pose any adverse effects on the community.
Natural Environment: Anticipated effects on the natural environment.	Subject property does not involve greenfield/environmentally sensitive land or arroyo disturbance.
Stability: Whether the area is stable or in transition.	The area is stable and the proposed development is compatible with the existing residential zoning and uses of the surrounding properties.
Socioeconomic & Physical Conditions: Any changed social, economic, or physical conditions that make the existing zoning no longer suitable for the property.	The proposed development is within an older, stable area of the city. The established neighborhood is comprised of single-family residences and private country club.

ADEQUACY OF PUBLIC FACILITIES, SERVICES AND INFRASTRUCTURE: The subject property borders Country Club Place which is designated as a local street as per the City of El Paso's Major Thoroughfare Plan (MTP) and is adequate to serve the proposed development. Access is proposed from Country Club Place.

SUMMARY OF DEPARTMENTAL REVIEW COMMENTS: No objections to proposed special permit. There were no adverse comments received from the reviewing departments. Applicant is responsible for obtaining all applicable permits and approvals prior to construction.

PUBLIC COMMENT: The subject property lies within the boundaries of Upper Valley Neighborhood Association which was notified of the special permit application. Public notices were mailed to property owners within 300 feet of the subject property on August 25, 2022. As of September 1, 2022, the Planning Division received two phone calls in support of the request from the public.

RELATED APPLICATIONS: N/A.

CITY PLAN COMMISSION OPTIONS:

The purpose of the Zoning Ordinance is to promote the health, safety, morals and general welfare of the City. The City Plan Commission (CPC) has the authority to advise City Council on Zoning matters. In evaluating the request, the CPC may take any of the following actions:

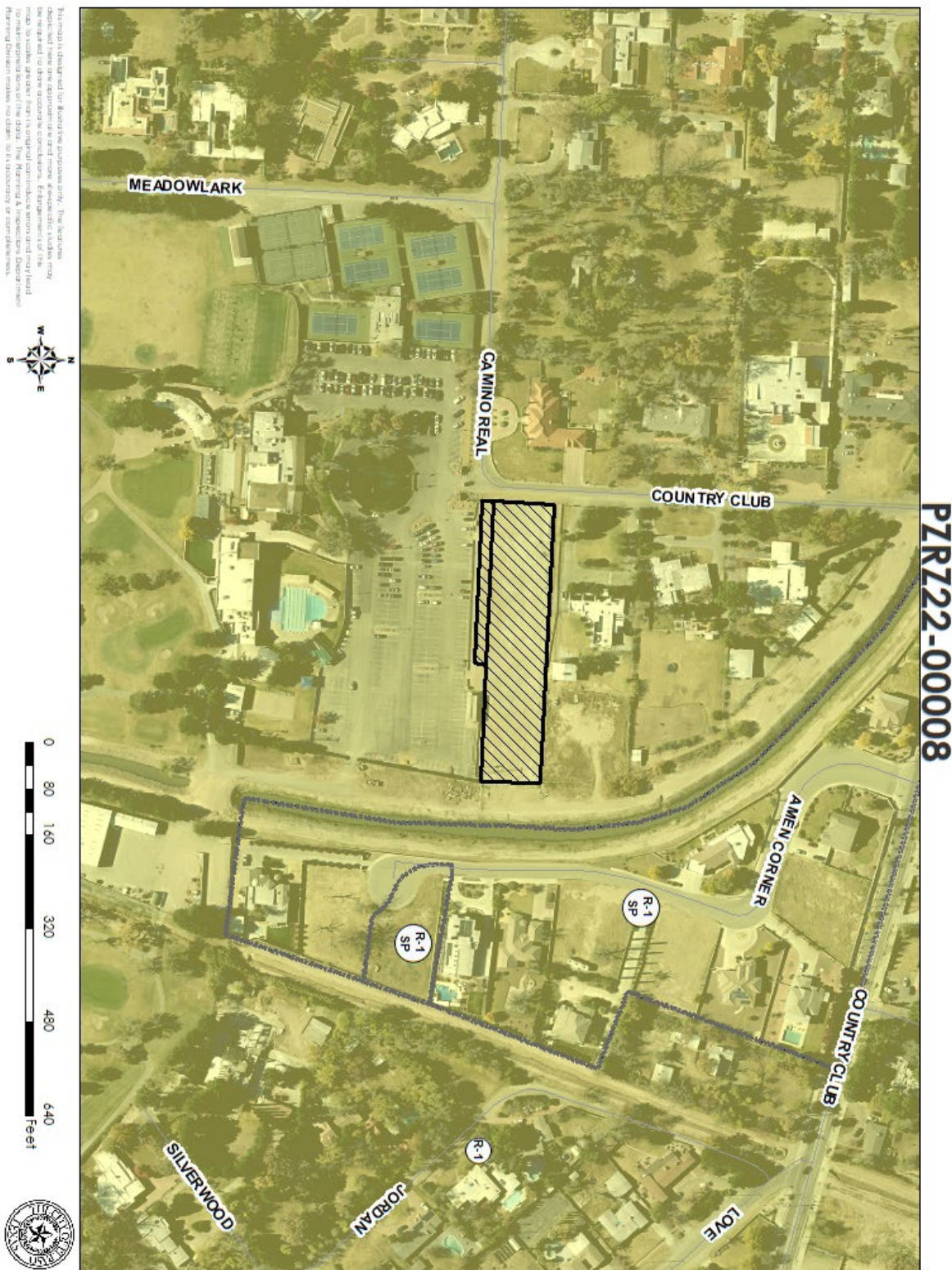
1. **Recommend Approval** of the special permit request, finding that the request is in conformance with the review criteria of *Plan El Paso* as reflected in the Staff Report, or that the request is in conformance with other criteria that the CPC identifies from the Comprehensive Plan. **(Staff Recommendation)**
2. **Recommend Approval of the special permit request With Modifications** to bring the request into conformance with the review criteria of *Plan El Paso* as reflected in the Staff Report, or other criteria that the CPC identifies from the Comprehensive Plan.
3. **Recommend Denial** of the special permit request, finding that the request does not conform to the review criteria of *Plan El Paso* as reflected in the Staff Report, or other criteria that the CPC identifies from the Comprehensive Plan.

ATTACHMENTS:

1. Detailed Site Plan
2. Detailed Site Plan, Enlarged
3. Zoning Map
4. Department Comments
5. Neighborhood Notification Boundary Map

[illegible][illegible]

ATTACHMENT 3



ATTACHMENT 4

Planning and Inspections Department – Planning Division

Staff recommends approval of the special permit to allow for parking spaces (serving another property) in R-1 (Residential) zone district. The proposal meets all the requirements of 20.14.410 Off-street parking serving another property, 20.04.320 Special Permit and 20.04.150 Detailed Site Development Plan.

1. Recommend landscaping areas to be used as ponding sites to collect water runoff within the property.

Planning and Inspections Department – Plan Review

No objections to the proposed special permit.

Note: At the time of submittal for building permit, the project will need to comply with all applicable provisions of the ICC, TAS, and Municipal Code.

Planning and Inspections Department – Land Development

No objections to proposed special permit.

Fire

No adverse comments.

Sun Metro

No comments received.

Streets and Maintenance Department

A Traffic Impact Analysis (TIA) is not required for this application per Section 19.18.010.B. of the El Paso Code.

Environmental Services Department

No comments received.

El Paso County Water Improvement District #1

EPCWID1 has no comments on the item.

El Paso Water

EPWater does not object to this request.

Water:

There is an existing 12-inch diameter water main extending along Country Club Place fronting the subject property. This main is located approximately 14.5-feet west of the eastern right-of-way line. This water main is available for service.

EPWater records indicate an active ¾-inch water meter serving the subject property. The address for this service is 5020 Country Club Place.

Previous water pressure readings from fire hydrant # 00634 located at Camino Real Ave. Northeast corner have yielded a static pressure of 70 pounds per square inch, a residual pressure of 68 pounds per square inch, and a discharge flow of 787 gallons per minute.

Sanitary Sewer:

There is an existing 15-inch diameter sanitary sewer main extending along Country Club Place fronting the subject property. This main is located approximately 13-feet east of the western right-of-way line. This sanitary sewer main is available for service.

General:

EPWater requires a new service application to provide additional services to the property. New service applications are available at 1154 Hawkins, 3rd floor and should be made 6 to 8 weeks in advance of construction to ensure water for construction work. A site plan, utility plan, grading and drainage plans, landscaping plan, the legal description of the property and a certificate-of-compliance are required at the time of application. Service will be provided in accordance with the current EPWater – PSB Rules and Regulations. The applicant is responsible for the costs of any necessary on-site and off-site extensions, relocations or adjustments of water and sanitary sewer lines and appurtenances.

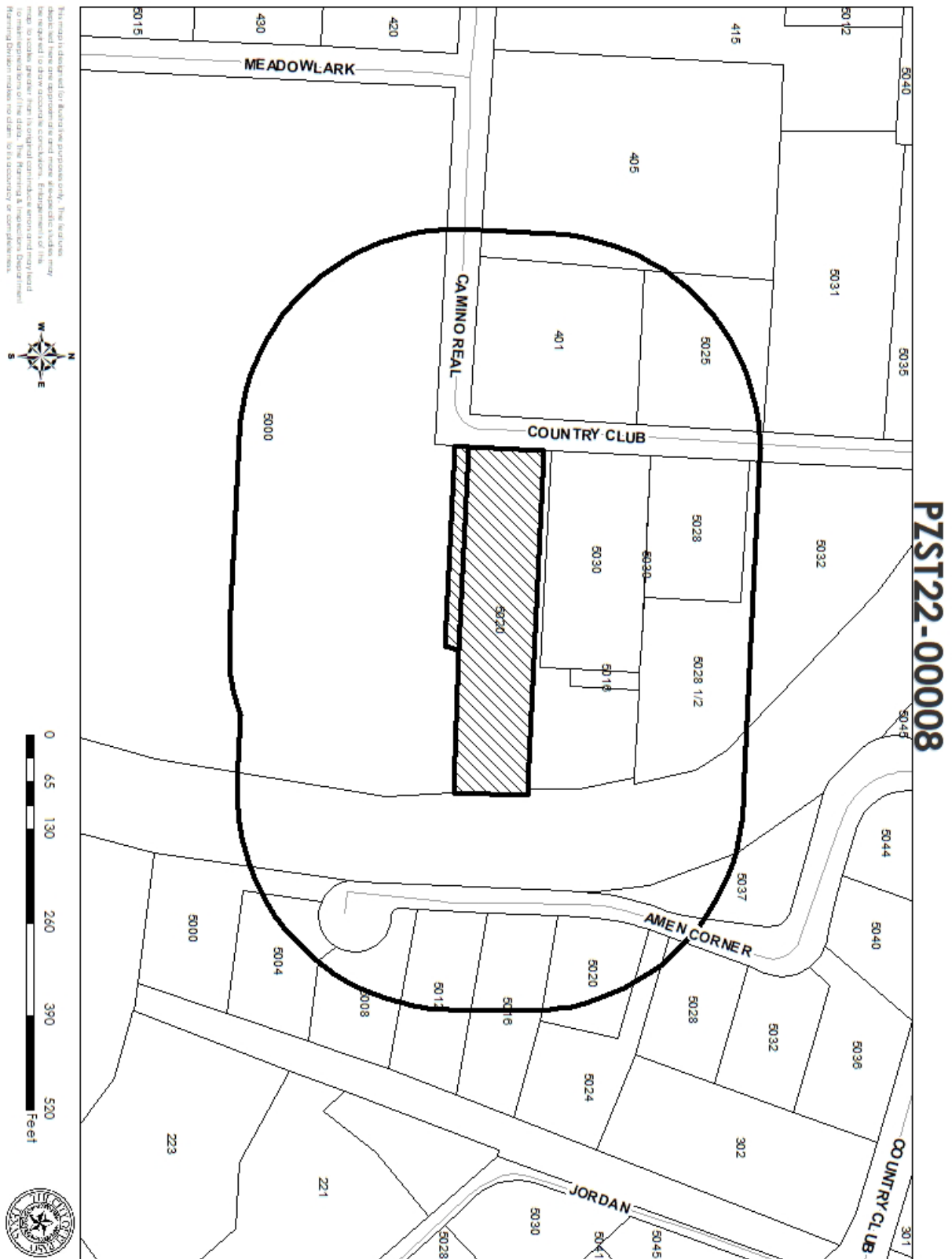
Stormwater Engineering

As per Municipal Code: new developments and redevelopments are required to maintain the pre-development hydrologic response in their post-development state as nearly as practicable in order to reduce flooding. The code also encourages the use of nonstructural storm water management such as the preservation of greenspace, water harvesting, and other conservation efforts, to the maximum extent practicable, per Chapter 19.19, Section 19.19.010, and Subparagraph A-2 & A-5.

This property must maintain the features that it had when it was a residence: it shall allow runoff from half of the street and be able to retain its own runoff.

Note: the applicants will coordinate with Stormwater Engineering at time of grading plan permit stage.

ATTACHMENT 5





Legislation Text

File #: 22-1296, Version: 2

CITY OF EL PASO, TEXAS
LEGISTAR AGENDA ITEM SUMMARY FORM

DISTRICT, DEPARTMENT, CONTACT INFORMATION:

Please choose District and Department from drop down menu. Please post exactly as example below.

No Title's, No emails. Please use ARIAL 10 Font.

District 8

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

Planning and Inspections, Luis Zamora, (915) 212-1552

An Ordinance changing the zoning of Lots 1 and 2, Block 6, Highland Park, 1837 Grandview Avenue, City of El Paso, El Paso County, Texas from R-5 (Residential) to A-O (Apartment/Office), and imposing a condition. The penalty is as provided for in Chapter 20.24 of the El Paso City Code.

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

Subject Property: 1837 Grandview Ave.

Applicant: Marcela V. De Panetta, PZRZ21-00033

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

AGENDA DATE: October 11, 2022
PUBLIC HEARING DATE: November 8, 2022

CONTACT PERSON(S) NAME AND PHONE NUMBER: Philip F. Etiwe, (915) 212-1553
Luis Zamora , (915) 212-1552

DISTRICT(S) AFFECTED: District 8

STRATEGIC GOAL: #3 Promote the Visual Image of El Paso

SUBGOAL: 3.2 Set one standard for infrastructure across the city

SUBJECT:

An Ordinance changing the zoning of Lots 1 and 2, Block 6, Highland Park, 1837 Grandview Avenue, City of El Paso, El Paso County, Texas from R-5 (Residential) to A-O (Apartment/Office), and imposing a condition. The penalty is as provided for in Chapter 20.24 of the El Paso City Code.

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

Subject Property: 1837 Grandview Ave.
Applicant: Marcela V. De Panetta, PZRZ21-00033

BACKGROUND / DISCUSSION:

The applicant is requesting to rezone a split-zoned lot to have the property under one zoning district and to allow a proposed lodging house. City Plan Commission recommended unanimously 5-0 to approve the proposed rezoning on August 11, 2022. As of October 4, 2022, the Planning Division has received two (2) letters in support to the rezoning request. See attached staff report for additional information.

PRIOR COUNCIL ACTION:

N/A

AMOUNT AND SOURCE OF FUNDING:

N/A

HAVE ALL AFFECTED DEPARTMENTS BEEN NOTIFIED? X YES NO

PRIMARY DEPARTMENT: Planning & Inspections, Planning Division

SECONDARY DEPARTMENT: N/A

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

DEPARTMENT HEAD:

Philip Etiwe

ORDINANCE NO. _____

AN ORDINANCE CHANGING THE ZONING OF LOTS 1 AND 2, BLOCK 6, HIGHLAND PARK, 1837 GRANDVIEW AVENUE, CITY OF EL PASO, EL PASO COUNTY, TEXAS FROM R-5 (RESIDENTIAL) TO A-O (APARTMENT/OFFICE), AND IMPOSING A CONDITION. THE PENALTY IS AS PROVIDED FOR IN CHAPTER 20.24 OF THE EL PASO CITY CODE.

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

Pursuant to Section 20.04.360 of the El Paso City Code, that the zoning of Lots 1 and 2, Block 6, Highland Park, 1837 Grandview Avenue, located in the City of El Paso, El Paso County, Texas, be changed from **R-5 (Residential)** to **A-O (Apartment/Office)**, as defined in Section 20.06.020, and that the zoning map of the City of El Paso be revised accordingly.

Further, that the property described above be subject to the following condition which is necessitated by and attributable to the increased intensity of use generated by the change of zoning in order to protect the health, safety and welfare of the residents of the City:

A Detailed Site Development Plan shall be reviewed and approved by the City Plan Commission prior to issuance of building permits.

The penalties for violating the standards imposed through this rezoning ordinance are found in Section 20.24 of the El Paso City Code.

ADOPTED this _____ day of _____, 2022.

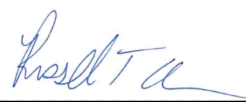
THE CITY OF EL PASO:

ATTEST:

Oscar Leaser
Mayor

Laura D. Prine
City Clerk

APPROVED AS TO FORM:



Russell T. Abeln
Assistant City Attorney

APPROVED AS TO CONTENT:



Philip F. Etive, Director
Planning & Inspections Department

1837 Grandview Avenue

City Plan Commission — August 11, 2022 **REVISED**

REZONING



CASE NUMBER: PZRZ21-00033
CASE MANAGER: Luis Zamora, (915) 212-1552, ZamoraLF@elpasotexas.gov
PROPERTY OWNER: Marcela V. De Panetta
REPRESENTATIVE: LievArch – Carlos Lievanos
LOCATION: 1837 Grandview Ave. (District 8)
PROPERTY AREA: 0.24 acres
REQUEST: Rezone from R-5 (Residential) to A-O (Apartment/Office) and Approval of a Detailed Site Development Plan
RELATED APPLICATIONS: PZCR22-00001 (Condition Release)
PUBLIC INPUT: Two (2) letters in support received as of August 8, 2022

SUMMARY OF REQUEST: The applicant is requesting to rezone from R-5 (Residential) to A-O (Apartment/Office) and approval of a Detailed Site Development Plan to allow the use of lodging house.

SUMMARY OF STAFF'S RECOMMENDATION: Staff recommends **APPROVAL WITH A CONDITION** of the request. The proposed development is in keeping with the policies of the G-3 Post-war Future Land Use designation of *Plan El Paso*, the City's adopted Comprehensive Plan. The condition is the following:

- A Detailed Site Development Plan shall be reviewed and approved by the City Plan Commission prior to issuance of building permits.

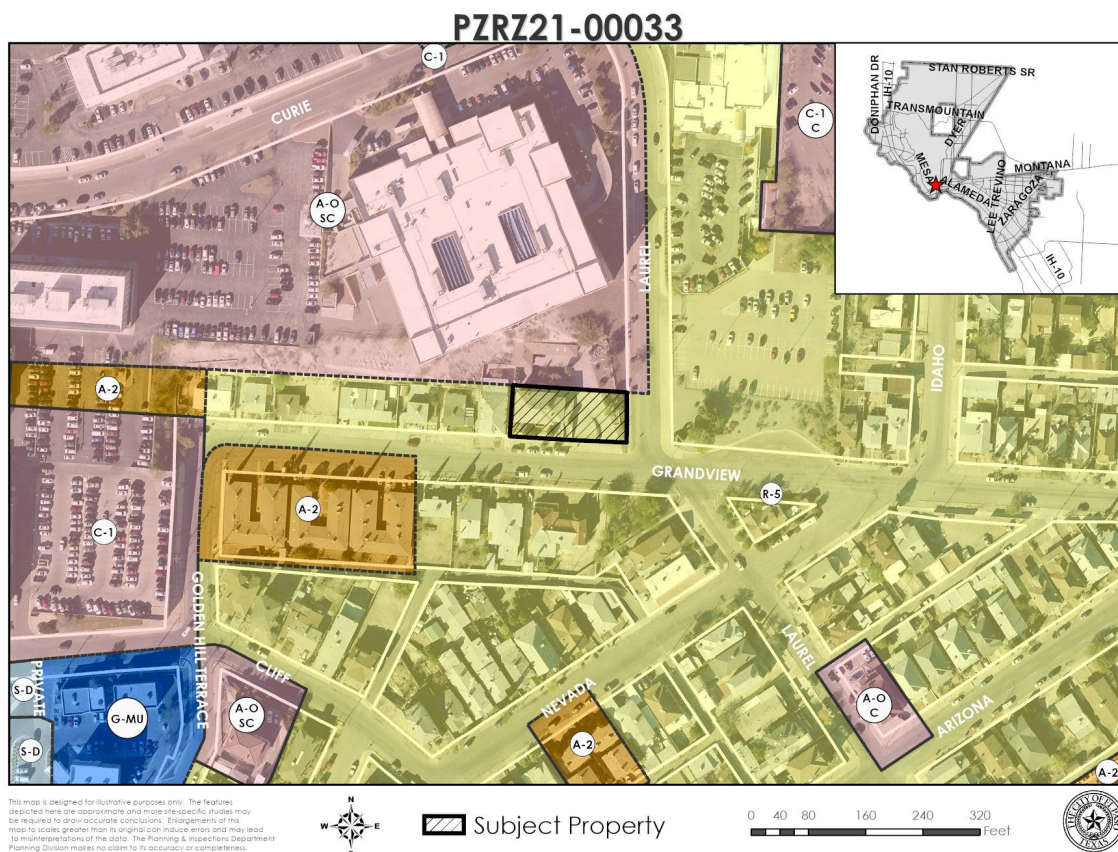


Figure A. Subject Property & Immediate Surroundings

DESCRIPTION OF REQUEST: The applicant is requesting to rezone from R-5 (Residential) to A-O (Apartment/Office) to allow the use of lodging house. The rezoning will serve to clean up the zoning on the subject property as it is currently split-zoned R-5 (Residential) and A-O (Apartment/Office). In addition, the applicant is requesting approval of a Detailed Site Development Plan, which shows the layout of the existing structures located within the property and are to remain, and it shall fulfill the requirements of an approved detailed site development plan per condition. The lodging house consists of a 4,788 square-foot two-story building containing eight (8) bedrooms, a 1,602 square foot existing garage and utility room located at the rear, and provides the minimum required parking of six (6) spaces and three (3) bicycle spaces. Main access is through Grandview Avenue.

COMPATIBILITY WITH NEIGHBORHOOD CHARACTER: The existing development is consistent with the neighboring properties. Property to the north is zoned A-O (Apartment/Office) and property to the east across Laurel Street zoned R-5 (Residential) both consisting of medical offices. Properties to the west and south are zoned R-5 (Residential) and consist of single-family dwellings. The nearest school is Armendariz Elementary School (0.35 miles) and the nearest park is Tom Lea Lower Park (0.80 miles).

COMPLIANCE WITH <i>PLAN EL PASO</i>/REZONING POLICY – When evaluating whether a proposed rezoning is in accordance with <i>Plan El Paso</i>, consider the following factors:	
Criteria	Does the Request Comply?
<p>Future Land Use Map: Proposed zone change is compatible with the Future Land Use designation for the property:</p> <p>G-3, Post-War: This sector applies to transitional neighborhoods typically developed from the 1950s through the 1980s. Streets were laid out with curvilinear patterns without alleys and shopping centers are located at major intersections behind large parking lots. This sector is generally stable but would benefit from strategic suburban retrofits to supplement the limited housing stock and add missing civic and commercial uses.</p>	<p>Yes. The proposed use is consistent with the Future Land Use designation and is compatible with surrounding development.</p>
<p>Compatibility with Surroundings: The proposed zoning district is compatible with those surrounding the site:</p> <p>A-O (Apartment/Office): The purpose of this districts is to promote and preserve residential development within the city associated with a landscape more urban in appearance and permitting a mixture of housing types. It is intended that the district regulations allow for medium densities of dwelling units supported by higher intensity land uses located at the periphery of single-family neighborhoods providing that the overall character and architectural integrity of the neighborhood is preserved. The regulations of the districts will permit building types designed for transition from areas of low density residential neighborhoods to other residential areas, and certain nonresidential uses and support facilities.</p>	<p>Yes. The proposed zoning district will serve to clean up the subject property to match the zoning district directly abutting to the north and place it under one zoning district. The use of lodging house is permitted in the A-O (Apartment/Office) zoning district and serves as a transition from single-family dwelling uses to the existing medical office uses to the north and east.</p>
<p>Preferred Development Locations: The site for proposed rezoning is not located mid-block, resulting in it being the only property on the block with an alternative zoning district, density, use and/or land use.</p>	<p>Yes. The property being rezoned is located at the corner of Grandview Avenue and Laurel Street. Furthermore, the proposed zoning district is the same as the abutting property to the north.</p>

COMPLIANCE WITH <i>PLAN EL PASO</i>/REZONING POLICY – When evaluating whether a proposed rezoning is in accordance with <i>Plan El Paso</i>, consider the following factors:	
THE PROPOSED ZONING DISTRICT'S EFFECT ON THE PROPERTY AND SURROUNDING PROPERTY, AFTER EVALUATING THE FOLLOWING FACTORS:	
Historic District or Special Designations & Study Area Plans: Any historic district or other special designations that may be applicable. Any adopted small areas plans, including land-use maps in those plans.	The subject property is not located within any historic districts, other special designations, or areas with adopted study area plans.
Potential Adverse Effects: Potential adverse effects that might be caused by approval or denial of the requested rezoning.	By denial of the request, the property will continue as a split-zoned lot and the only uses allowed on the property would be those permitted per the most restrictive zoning district.
Natural Environment: Anticipated effects on the natural environment.	There are no anticipated effects on the natural environment. The subject property does not involve greenfield or environmentally sensitive land or arroyo disturbance.
Stability: Whether the area is stable or in transition.	The area is stable with no rezoning happening in the last 10 years, besides the subject property previous rezoning.
Socioeconomic & Physical Conditions: Any changed social, economic, or physical conditions that make the existing zoning no longer suitable for the property.	The subject property seems to have been combined with another in the past, which created a split-zoned lot. The proposed rezoning will serve to clean up the zoning.

ADEQUACY OF PUBLIC FACILITIES, SERVICES AND INFRASTRUCTURE: Main access to the property is through Grandview Avenue, which is classified as a Local Street per the El Paso Major Thoroughfare Plan (MTP) and is adequate to serve the development. There are existing sidewalks along the property and there is nearby bus service about 0.13 miles away to the north and south to serve the development.

SUMMARY OF DEPARTMENTAL REVIEW COMMENTS: The Planning Division recommends that a condition be imposed requiring a Detailed Site Development Plan to be approved by City Plan Commission (CPC) to match an existing condition on the northern portion of property.

PUBLIC COMMENT: The property falls within the Central El Paso Community Organization, El Paso Central Business Association, Golden Hills Neighborhood Association, and Sunrise Civic Association, which were notified of the request by the applicant. As required, public notice was provided to all property owners within 300 feet of subject property on June 30, 2022. The Planning Division has received two (2) letters in support to the request (attachment 5) as of August 8, 2022.

RELATED APPLICATIONS: A Condition Release application (PZCR22-00001) is being processed in conjunction with this rezoning to remove a previous condition restricting uses on the subject property.

CITY PLAN COMMISSION OPTIONS:

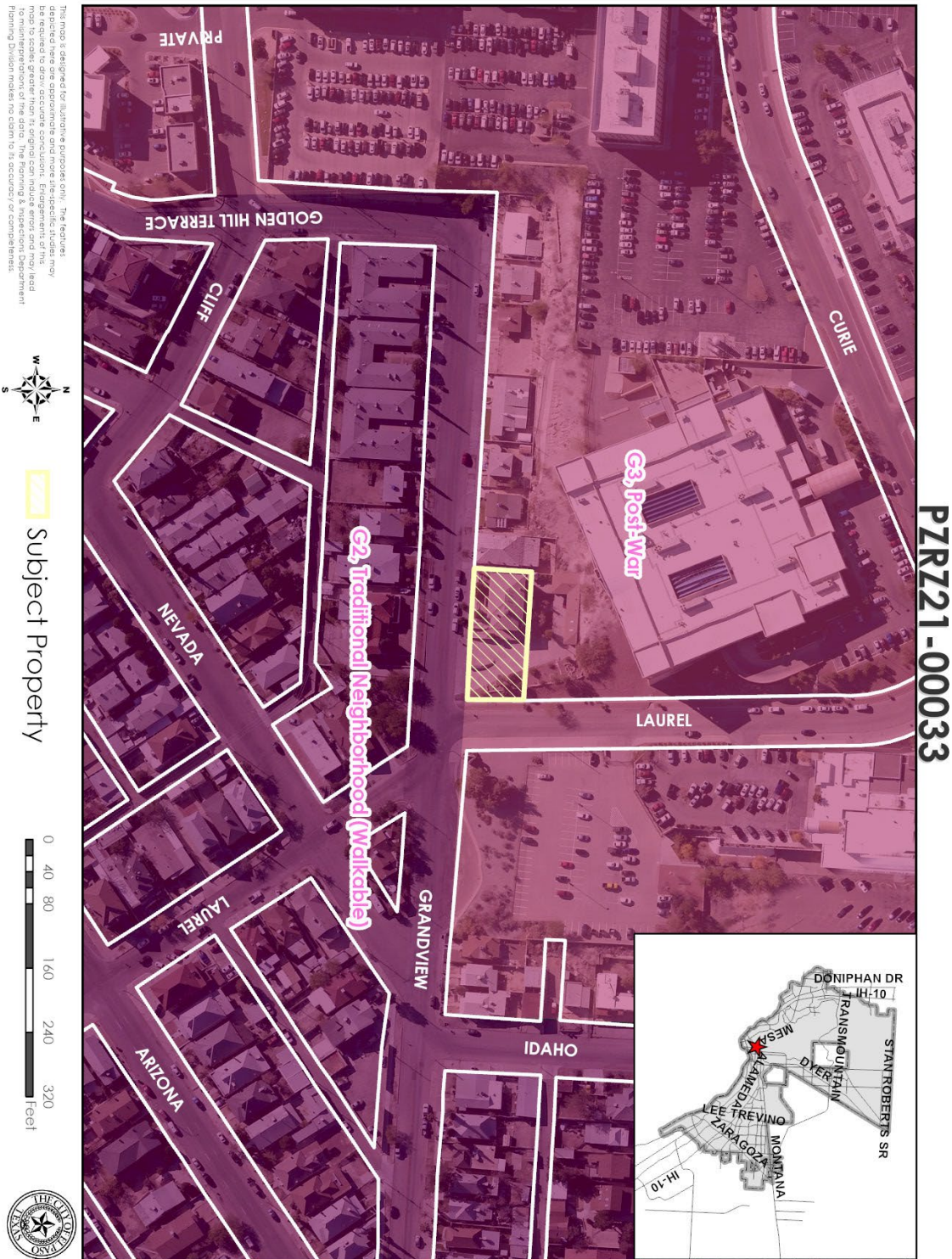
The purpose of the Zoning Ordinance is to promote the health, safety, morals and general welfare of the City. The City Plan Commission (CPC) has the authority to advise City Council on Zoning matters. In evaluating the request, the CPC may take any of the following actions:

1. **Recommend Approval** of the rezoning request, finding that the request is in conformance with the review criteria of *Plan El Paso* as reflected in the Staff Report, or that the request is in conformance with other criteria that the CPC identifies from the Comprehensive Plan.
2. **Recommend Approval of the rezoning request With Modifications** to bring the request into conformance with the review criteria of *Plan El Paso* as reflected in the Staff Report, or other criteria that the CPC identifies from the Comprehensive Plan. (Staff Recommendation)
3. **Recommend Denial** of the rezoning request, finding that the request does not conform to the review criteria of *Plan El Paso* as reflected in the Staff Report, or other criteria that the CPC identifies from the Comprehensive Plan.

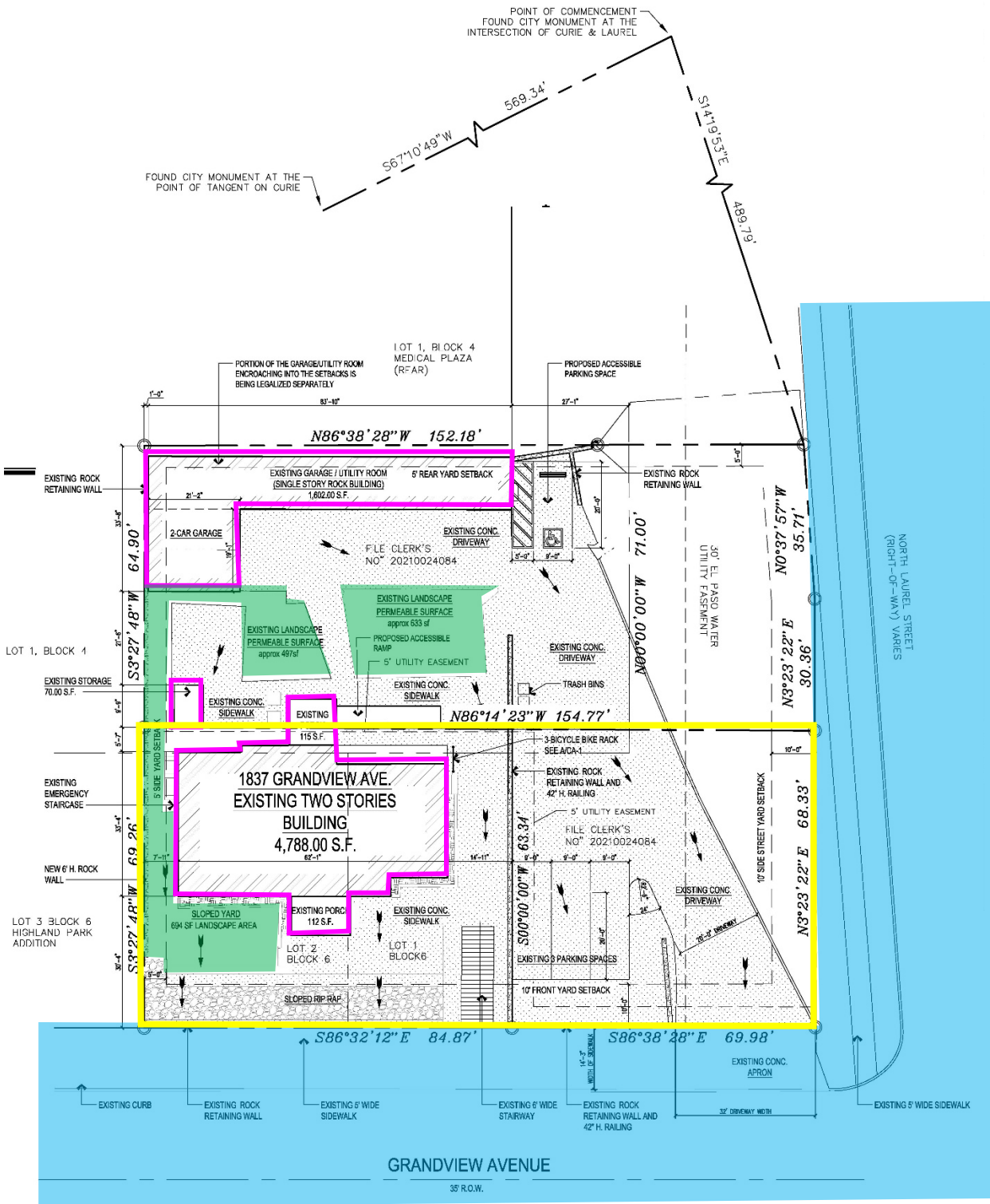
ATTACHMENTS:

1. Future Land Use Map
2. Detailed Site Development Plan
3. Department Comments Neighborhood
4. Notification Boundary Map
5. Letters in Support

ATTACHMENT 1

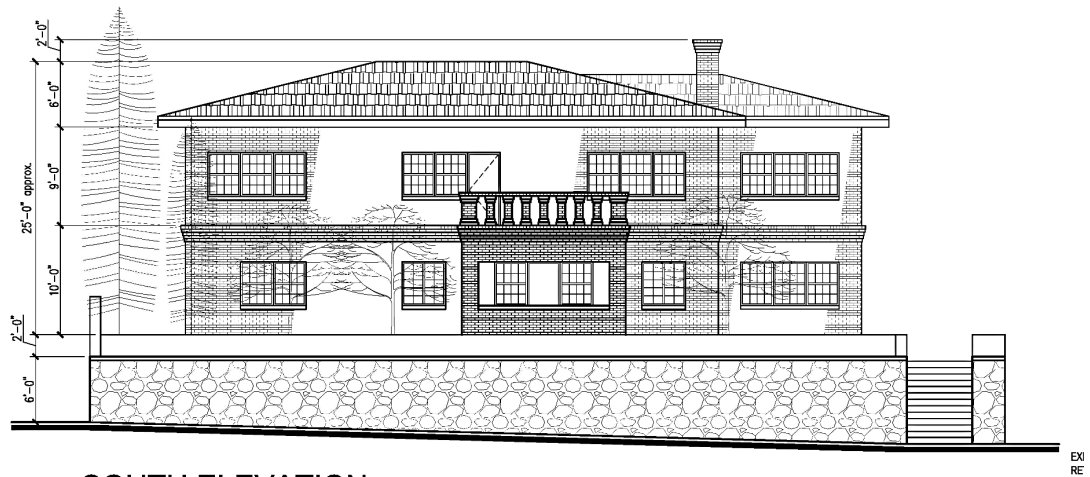


ATTACHMENT 2

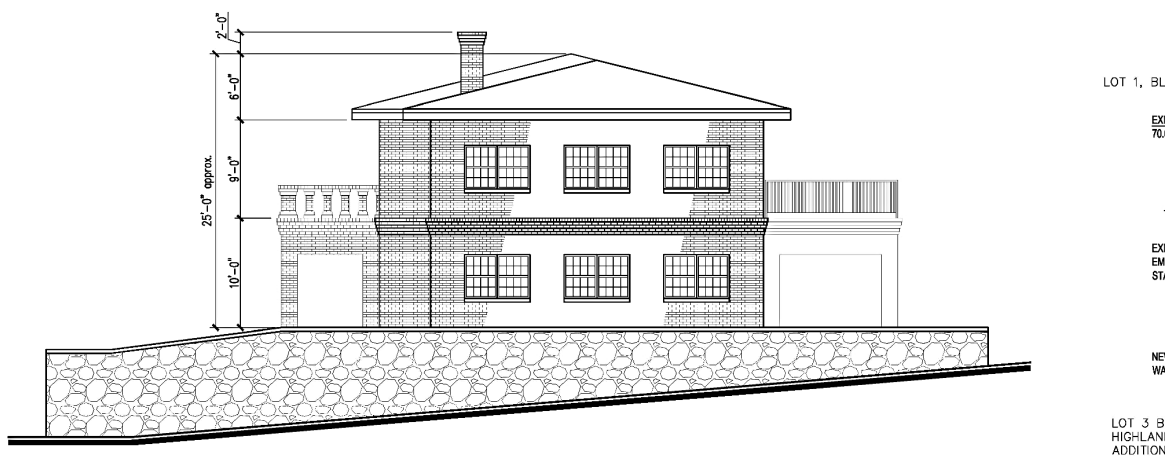


 **1 SITE PLAN**
SCALE: 1/16"=1'

ASTM .



2 SOUTH ELEVATION
1/8" = 1'-0"



3 EAST ELEVATION
1/8" = 1'-0"

ATTACHMENT 3

Planning and Inspections Department - Planning Division

1. Recommend approval with conditions to match existing on northern portion of the property. The condition is that a Detailed Site Development Plan shall be reviewed and approved by the City Plan Commission prior to issuance of building permits.
2. Recommend approval of the detailed site development plan submitted with this application to fulfill the condition requiring a Detailed Site Development Plan by City Plan Commission.
3. Include a note on site plan that the current building and porch encroachments into the existing easement have been registered as legal nonconforming.

Planning and Inspections Department – Plan Review & Landscaping Division

Recommend approval. No objections to proposed rezoning. At the time of submittal for building permit, the project will need to comply with all applicable provisions of the ICC, TAS and Municipal Code.

Planning and Inspections Department – Land Development

No objection to request.

Fire Department

Recommend approval. Check maximum number of occupants (A1, A2 or A3 Categories). Life safety systems would be required.

Note: To be complied prior to issuance of Certificate of Occupancy

Police Department

No comments received.

Environmental Services

No comments received.

Streets and Maintenance Department

TIA not required for this application.

Sun Metro

No comments received.

El Paso Water

El Paso Water (EPWater) does not object to this request.

Water:

There is an existing 4-inch diameter water main that extends along the north side of Grandview Ave. approximately 19-feet south of and parallel to the northern right-of-way line of Grandview Ave. This water main is available for service.

EPWater records indicate there is one 1-inch meter serving the subject property, 1837 Grandview Ave.

Previous water pressure from fire hydrant #5584 located at the southeast intersection of Golden Hill Terrace and Grandview Ave., has yielded a static pressure of 90 psi, a residual pressure of 64 psi, and a discharge of 1,210 gallons per minute. The owner should, for his own protection and at his own expense, install at the discharge side of each water meter a pressure regulator, strainer, and relief valve, to be set for pressure as desired by the

customer. The Owner shall be responsible for the operation and maintenance of the above-described water pressure regulating device.

Sanitary Sewer:

There is an existing 8-inch diameter sanitary sewer main that along the north side of Golden Hill Terrace approximately 20-feet south of parallel to the northern right-of-way line of Golden Hill Terrace. This sanitary sewer main is available for service.

There is an existing 8-inch diameter sanitary sewer main that extends along the east side of Laurel St. approximately 25-feet west of and parallel to the eastern right-of-way line of Laurel St. This sanitary sewer main is available for service.

General:

An application for water and sanitary sewer services should be made 6 to 8 weeks prior to construction to ensure water for construction work. New service applications are available at 1154 Hawkins, 3rd floor. A site plan, utility plan, grading and drainage plans, landscaping plan, the legal description of the property and a certificate-of-compliance are required at the time of application. Service will be provided in accordance with the current EPWater-PSB Rules and Regulations. The applicant is responsible for the costs of any necessary on-site and off-site extensions, relocations or adjustments of water and sanitary sewer lines and appurtenances.

Stormwater:

No objections to this proposal.

Texas Department of Transportation

No comments received.

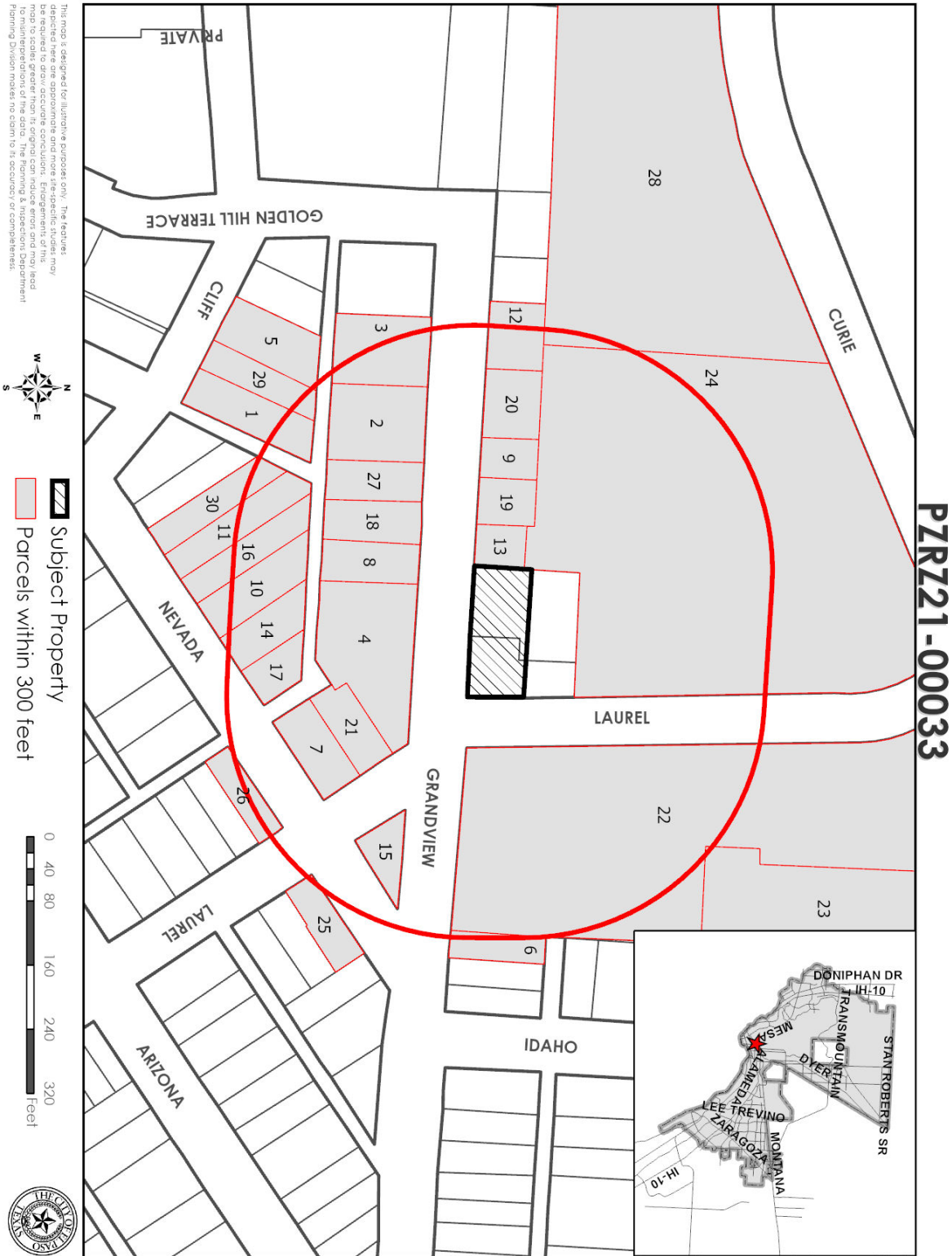
El Paso County Water Improvement District #1

Not within the boundaries of EPCWID1.

El Paso County 911 District

No comments/concerns regarding this zoning.

ATTACHMENT 4



ATTACHMENT 5



Office of the Bishop

Diocese of El Paso Catholic Pastoral Center

January 28, 2022.

City Plan Commission
c/o Planning and Inspections Department – Planning Division,
1st Floor, City 3,
801 Texas Avenue,
El Paso TX 79901.

Dear City Plan Commission,

This letter is written in support of The Encuentro Project. The Encuentro Project invites small groups, usually numbering around 12 members to experience the unique aspects of the life of their Binational Community and on the process, they establish lasting bonds with our community. This project has 501c.3 status and is also a Texas non-profit corporation. I am pleased to offer this letter of support, and I encourage your consideration.

The property is located at 1837 Grandview Ave. El Paso, Texas 79902. The house originally served as a convent for the Sisters of St. Joseph of Concordia, Kansas. It had a special zoning exception as a convent. Once the house was sold, it lost that designation.

This designation will be of a great impact as it would certainly help make the point of the benefit of such a faith-based educational and experiential border immersion program. Also, because participants encounter El Paso leaders, learn about and visit key places in El Paso, shop and eat at restaurants.

In order for The Encuentro Project to continue their missionary work and provide various services, a change of zoning is required. I urge your support of their request for The Encuentro Project to continue providing much needed religious, humanitarian, educational and shelter for those in need amongst us.

Sincerely in Christ,

Most Reverend Mark J. Seitz, D.D.
Bishop of El Paso

499 St. Matthews Street • El Paso Texas 79907 • Ph. (915) 872-8419 • Fax (915) 872-8409



USA Central and Southern Province

February 2, 2022

City Planning Commission
c/o Planning and Inspections Department – Planning Division
1st Floor, City 3
801 Texas Avenue
El Paso, TX 79901

Dear City Planning Commission,

I am writing in support of the re-zoning proposal being submitted by the owners of the property located at 1837 Grandview Avenue, El Paso 79902. This property recently housed the Encuentro Project, a faith-based border immersion program founded by the Jesuits of Sacred Heart Parish. Since the Encuentro Project began, university students, high school students and parishioners principally from Jesuit institutions have participated in the Encuentro Project's unique educational program. Their evaluations of their experience have shown that participants have gained not only knowledge about the realities that migrants face at the border but increased compassion that has led to a desire to accompany migrants when they return to their homes. The students have not created any problems for the neighborhood and are always accompanied by adult chaperones.

The Grandview property is an ideal space for The Encuentro Project to welcome groups to the El Paso/Ciudad Juarez region for education, prayer, and community-building. The owners have generously made this space available for this specific purpose and have invested in making the building safe and comfortable for the groups. A change in zoning will allow the project to continue its important mission.

When the Sisters of St. Joseph of Concordia Kansas lived in the house the zoning provided for a special permit for a convent which expired when the sisters sold the house. While they were sad to leave their home and ministries in El Paso, they were pleased to sell it to the owners to be used for the Encuentro Project ministry. I hope that, like the Sisters, the City Planning Commission will also see the value of this ministry not only for the groups that use the property but for the border City of El Paso.

I urge you to support the re-zoning proposal for the 1837 Grandview property. Thank you for your consideration.

Sincerely in Christ,

Reverend Thomas P. Greene, SJ
Provincial
Jesuits of the US Central and Southern Province

4611 W. Pine Blvd. St. Louis, MO 63108 314.361.7765 Fax 314.758.7164 jesuitscentralandsouthern.org



Legislation Text

File #: 22-1298, Version: 1

CITY OF EL PASO, TEXAS
LEGISTAR AGENDA ITEM SUMMARY FORM

DISTRICT, DEPARTMENT, CONTACT INFORMATION:

Please choose District and Department from drop down menu. Please post exactly as example below.

No Title's, No emails. Please use ARIAL 10 Font.

District 8

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

Planning and Inspections, Luis Zamora, (915) 212-1552

AGENDA LANGUAGE:

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

An Ordinance releasing conditions No. 2 and No. 3 placed on property by Ordinance No. 5193 which changed the zoning of portion of H. F. Fisher Survey No. 293, City of El Paso, El Paso County, Texas. The penalty is as provided for in Chapter 20.24 of the El Paso City Code.

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

Subject Property: 1837 Grandview Ave.

Applicant: Marcela V. De Panetta, PZCR22-00001

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

AGENDA DATE: October 11, 2022
PUBLIC HEARING DATE: November 8, 2022

CONTACT PERSON(S) NAME AND PHONE NUMBER: Philip F. Etiwe, (915) 212-1553
Luis Zamora , (915) 212-1552

DISTRICT(S) AFFECTED: District 8

STRATEGIC GOAL: #3 Promote the Visual Image of El Paso

SUBGOAL: 3.2 Set one standard for infrastructure across the city

SUBJECT:

An Ordinance releasing conditions No. 2 and No. 3 placed on property by Ordinance No. 5193 which changed the zoning of portion of H. F. Fisher Survey No. 293, City of El Paso, El Paso County, Texas. The penalty is as provided for in Chapter 20.24 of the El Paso City Code.

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

Subject Property: 1837 Grandview Ave.
Applicant: Marcela V. De Panetta, PZCR22-00001

BACKGROUND / DISCUSSION:

The applicant is requesting to release conditions No. 2 and No. 3 originally imposed by Ordinance No. 5193, dated October 18, 1973 to allow a proposed lodging house. Condition No. 2 required right-of-way improvements such as deceleration lanes, grading, and extensions to nearby streets, with condition No. 3 restricting the property to listed uses only. Staff has found condition No. 2 to have been fulfilled or not applicable as nearby streets listed on the condition have already been improved. In addition, staff has found condition No. 3 to serve no public purpose as the subject property is part of a larger property that contains no use restrictions. City Plan Commission recommended unanimously 5-0 to approve the proposed condition release on August 11, 2022. As of October 4, 2022, the Planning Division has received one (1) letter in support to the condition release request. See attached staff report for additional information.

PRIOR COUNCIL ACTION:

N/A

AMOUNT AND SOURCE OF FUNDING:

N/A

HAVE ALL AFFECTED DEPARTMENTS BEEN NOTIFIED? X YES ___ NO

PRIMARY DEPARTMENT: Planning & Inspections, Planning Division

SECONDARY DEPARTMENT: N/A

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

DEPARTMENT HEAD:

Philip Etiwe

ORDINANCE NO. _____

AN ORDINANCE RELEASING CONDITIONS NO. 2 AND NO. 3 PLACED ON PROPERTY BY ORDINANCE NO. 5193 WHICH CHANGED THE ZONING OF PORTION OF H. F. FISHER SURVEY NO. 293, CITY OF EL PASO, EL PASO COUNTY, TEXAS. THE PENALTY IS AS PROVIDED FOR IN CHAPTER 20.24 OF THE EL PASO CITY CODE.

WHEREAS, the zoning of the property described as *PORTION OF H. F. FISHER SURVEY NO. 293, City of El Paso, El Paso County, Texas*, was changed by Ordinance No. 5193 approved by City Council on OCTOBER 18, 1973; and,

WHEREAS, the rezoning was subject to certain zoning conditions, and

WHEREAS, placement of such conditions were necessitated by and attributable to the increased intensity of use generated by the change of zoning; and,

WHEREAS, the owner (applicant) submitted an application requesting the removal of conditions No. 2 and No. 3 because these conditions have been satisfied or are current requirement of the City Code; and,

WHEREAS, a public hearing regarding removal of the conditions was held before the City Plan Commission, and the Commission recommended approval of the release of conditions No. 2 and No. 3; and,

WHEREAS, the City Council of the City of El Paso has determined that the release of certain conditions will protect the best interest, health, safety, and welfare of the public in general.

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

That zoning conditions No. 2 and No. 3 imposed by Ordinance No. 5193 approved by City Council on *OCTOBER 18, 1973*, and amended on *DECEMBER 5, 1974*, on the portion of land identified in Exhibit "A" be released because the conditions have been satisfied and are no longer necessary, or are current requirements of the City Code.

Conditions to be removed:

2. PRIOR TO THE ISSUANCE OF CERTIFICATES OF OCCUPANCY AND COMPLIANCE FOR ANY BUILDINGS CONSTRUCTED ON THE PROPERTY, FIRST PARTIES WILL, AT NO COST TO THE CITY, DO THE FOLLOWING:

- A. FIRST PARTIES WILL DEDICATE IN WRITING AND CONSTRUCT A DECELERATION TRAFFIC LANE ALONG MURCHISON DRIVE, INCLUDING GRADING, PAVING, CURBING AND GUTTERS. SUCH DECELERATION LANE SHALL BE DEDICATED AND CONSTRUCTED IN ACCORDANCE WITH PLANS AND SPECIFICATIONS TO BE APPROVED BY THE DIRECTOR OF TRAFFIC AND**

ORDINANCE NO. _____

PZCR22-00001

22-1007-2940.001|1189111

Zoning Condition ReleasePZCR22-00001 1837 Grandview | Ordinance Release
RTA

TRANSPORTATION OF THE CITY OF EL PASO.

- B. FIRST PARTIES WILL ENLARGE AND MODIFY THE WRIGHT STREET DAM TO PROVIDE PROPER DRAINAGE FOR ADDITIONAL STORM WATER RUNOFF RESULTING FROM DEVELOPMENT OF FIRST PARTIES' PROPERTY. SUCH ENLARGEMENT AND MODIFICATION SHALL BE DONE IN ACCORDANCE WITH PLANS AND SPECIFICATIONS TO BE APPROVED BY THE CITY ENGINEER OF THE CITY OF EL PASO.*
- C. FIRST PARTIES WILL DEDICATE IN WRITING AND CONSTRUCT A 60-FOOT WIDE EXTENSION OF MEDICAL CENTER (UTAH) STREET BETWEEN ITS PRESENT NORTHERLY TERMINUS AND MURCHISON DRIVE, INCLUDING GRADING, PAVING, CURBING AND GUTTERS. SUCH STREET EXTENSION SHALL BE DEDICATED AND CONSTRUCTED IN ACCORDANCE WITH PLANS AND SPECIFICATIONS TO BE APPROVED BY THE CITY ENGINEER OF THE CITY OF EL PASO.*

THE CITY ENGINEER MUST CERTIFY THAT FIRST PARTIES HAVE COMPLIED WITH THIS PARAGRAPH AND HAVE COMPLETED ALL IMPROVEMENTS REQUIRED HEREUNDER BEFORE CERTIFICATES OF OCCUPANCY AND COMPLIANCE WILL ISSUE.

3. THE FOLLOWING PART OF THE PROPERTY SHALL BE USED ONLY FOR THE FOLLOWING PURPOSES:

A PARCEL OF LAND OUT OF THE H. F. FISHER SURVEY NO. 293, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT THAT IS THE SOUTHEAST CORNER OF SAID SURVEY NO. 293; THENCE WEST ALONG THE SOUTH LINE OF SAID SURVEY NO. 293, A DISTANCE OF 1180. 00 FEET TO A POINT;

THENCE NORTH 47 ° 47' 56 11 EAST A DISTANCE OF 1592. 86 FEET TO A POINT ON THE EAST LINE OF SAID SURVEY NO. 293;

THENCE SOUTH ALONG THE EAST LINE OF SAID SURVEY NO. 293, A DISTANCE OF 1070.00 FEET TO THE POINT OF BEGINNING, CONTAINING 14.49 ACRES OF LAND, MORE OR LESS.

- A. MEDICAL, DENTAL, CLINIC, HOSPITAL, REST HOME, LICENSED HEALING SERVICE;*
- B. MEDICAL RESEARCH LABORATORY;*
- C. A USE CUSTOMARILY INCIDENTAL OR SUBORDINATE TO ONE OF THE ABOVE USES, PROVIDING THAT SUCH USE IS SO SITUATED WITHIN A BUILDING THAT IT IS NOT DIRECTLY ACCESSIBLE FROM ANY PUBLIC WAY, THAT NO SIGN OR WINDOW DISPLAY RELATING TO SUCH USE IS DISCERNIBLE FROM ANY PUBLIC WAY, THAT SUCH USE DOES NOT INVOLVE THE KEEPING OF A STOCK OF GOODS ON THE PREMISES, AND THAT IT DOES NOT GENERATE COMMERCIAL VEHICULAR TRAFFIC.*
- D. OFFICE BUILDINGS.*

Except as herein amended, Ordinance No. 5193 shall remain in full force and effect.

ORDINANCE NO. _____

22-1007-2940.001|1189111

Zoning Condition ReleasePZCR22-00001 1837 Grandview | Ordinance Release
RTA

PZCR22-00001

ADOPTED this _____ day of _____, 2022.


THE CITY OF EL PASO:

Oscar Leeser
Mayor

ATTEST:

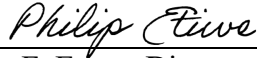
Laura D. Prine
City Clerk

APPROVED AS TO FORM:



Russell T. Abeln
Assistant City Attorney

APPROVED AS TO CONTENT:



Philip F. Etiwe, Director
Planning & Inspections Department

ORDINANCE NO. _____

22-1007-2940.001|1189111
Zoning Condition ReleasePZCR22-00001 1837 Grandview | Ordinance Release
RTA

PZCR22-00001

EXHIBIT "A"

Prepared For: :Lievarch Architects
A Portion of Lot 1, Block 4,
Medical Center Plaza
El Paso County, Texas
Exhibit A
W.O.# 051022-2

PROPERTY DESCRIPTION

Description of a 0.231 acre tract of land being a portion Lot 1, Block 4, Medical Center Plaza, City of El Paso, El Paso County, Texas, according to the plat filed in Book 47, Page 16, Plat Records of El Paso County, Texas, and being more particularly described by metes and bounds as follows:

Commencing at an existing city monument lying at the centerline intersection of Curie Drive (80-Foot Right-of-way) between Lot 1, Block 4, and Lot 2, Block 2, and North Laurel Drive (Right-of-way Varies) from which, another existing city monument at the centerline of Curie Drive bears South 67°10'49" West, a distance of 569.34 feet (569.44 Record) **Thence**, South 14° 19'53" East, a distance of 489.79 feet to a ½" rebar with cap stamped "RPLS 5572" set on the westerly right-way line of North Laurel Drive, Book 1788, Page 0482, and the Northeast corner of certain parcel of land described March 3, 2021, in file clerk's record 20210024084, all in Deed Records, El Paso County, Texas, being the **"POINT OF BEGINNING"** of this description.



Thence, North 86°38'28" West, a distance of 152.18 feet to a point;

Thence, South 03°27'48" West, a distance of 64.90 feet to a point on the zoning line of **R-5 and A-O Special Contract, according to the City of El Paso's Planning Department Zoning Map;**

Thence, South 86°14'23" East, along said zoning line, a distance of 154.77 feet to a found point on the westerly right-of-way line of Laurel Street and the easterly line of Lot 1, Block 4 Medical Center Plaza;

Thence, North 03°23'22" East, along said right-of-way line, a distance of 30.36 feet to a set ½" rebar with cap stamped "RPLS 5572";

Thence, North 00°37'57" West, continuing along said right-of-way line, a distance of 35.71 feet to the **"POINT OF BEGINNING"** and containing in all 10,081 square feet or 0.231 acres of land more or less.

05/29/2022  

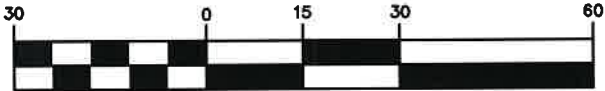
CHARLES H. GUTIERREZ R.P.L.S. 5572

H2O-Terra, L.L.C.

A survey plat of even date accompanies this description.

EXHIBIT "A"

- NOTES:
- 1. OWNERSHIP IS BASED ON CENTRAL APPRAISAL DISTRICT'S 2020 TAX ROLL.
 - 2. THIS SURVEY MAY BE SUBJECT TO OTHER EASEMENTS AND COVENANTS OF RECORD NOT SHOWN. A TITLE REPORT WAS NOT FURNISHED FOR THIS SURVEY.
 - 3. BEARINGS ARE BASED ON GPS OBSERVATIONS USING GRID, NAD 83 DATUM, TEXAS CENTRAL ZONE. DISTANCES SHOWN HEREIN ARE GROUND DISTANCES.
 - 4. A METES AND BOUNDS DESCRIPTION OF EVEN DATE ACCOMPANIES THIS PLAT.



(IN FEET)
1 inch = 30 ft.

LINE TABLE		
LINE	BEARING	LENGTH
L1	N3°23'22"E	30.36'
L2	N0°37'57"W	35.71'

POINT OF COMMENCEMENT
FOUND CITY MONUMENT AT THE
INTERSECTION OF CURIE & LAUREL

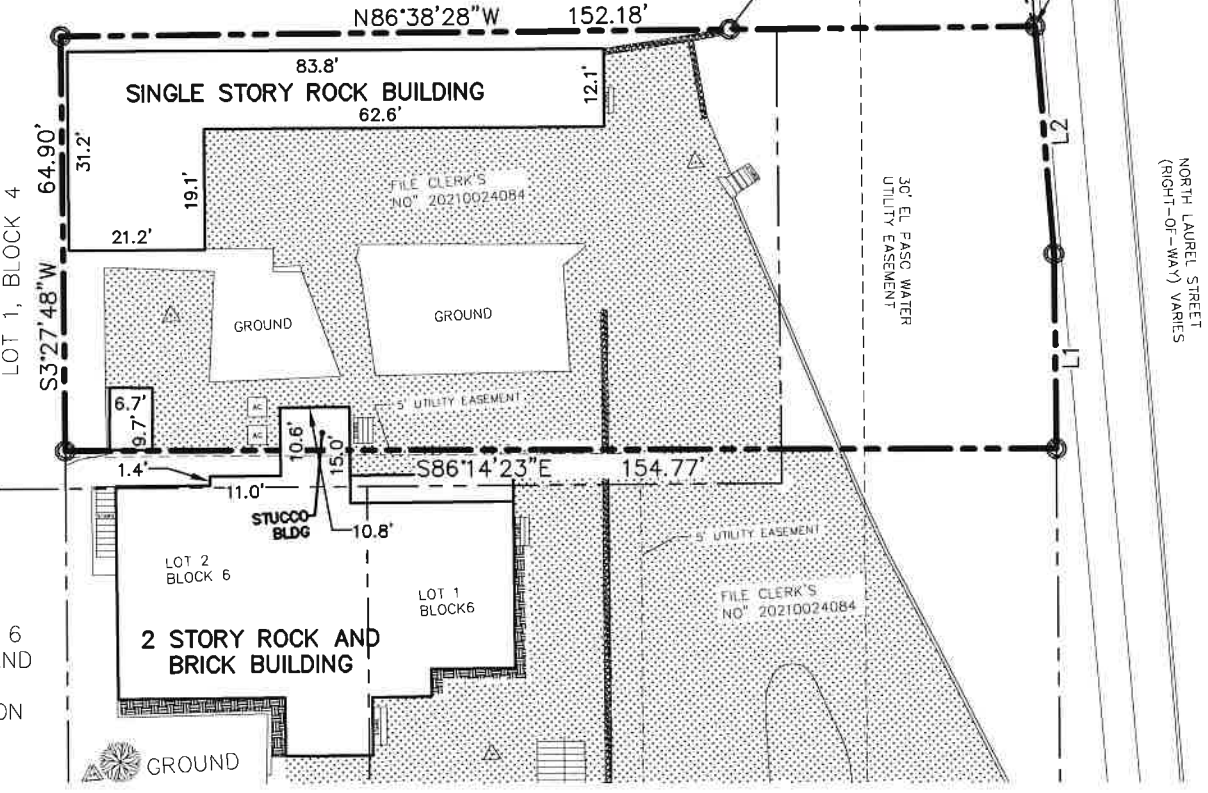
S67°10'49"W 569.34'

S14°19'53"E 489.79'

FOUND CITY MONUMENT AT THE
POINT OF TANGENT ON CURIE

LOT 1, BLOCK 4
MEDICAL PLAZA
(REAR)

POINT OF BEGINNING


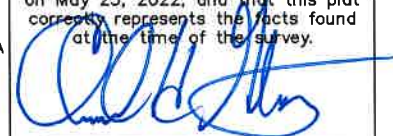


LOT 3
BLOCK 6
HIGHLAND
PARK
ADDITION

NOTE:
(UTILITIES SHOWN ARE IN APPROXIMATE LOCATION)
THE UNDERGROUND UTILITIES NOTED HEREON HAVE BEEN LOCATED FROM FIELD SURVEY INFORMATION AND UTILITY AS-BUILT DRAWINGS. THE SURVEYOR MAKES NO GUARANTEE THAT THE UNDERGROUND UTILITIES SHOWN COMPRISE ALL SUCH UTILITIES IN THE AREA. THE SURVEYOR FURTHER DOES NOT WARRANT THAT THE UNDERGROUND UTILITIES ARE IN THE EXACT LOCATION INDICATED, ALTHOUGH HE DOES CERTIFY THAT THEY ARE LOCATED AS ACCURATELY AS POSSIBLE FROM INFORMATION AVAILABLE. THE SURVEYOR HAS NOT PHYSICALLY LOCATED THE UNDERGROUND UTILITIES.



05-24-2022

FILING INFORMATION	CERTIFICATION	BOUNDARY SURVEY	 ENGINEERING. SURVEYING. SOLUTIONS. TBPE FIRM NO. F-2103 TBPLS FIRM NO. 10060700 2020 E. MILLS AVENUE El Paso, TX 79901 (915) 533-1418 FAX: (915) 533-4972
DATE: MAY 25, 2022 FIELD: C.G. OFFICE: J.P.H. W.O. 051022-2 FILE: 051022-2 MCP Exhibit A SCALE: REVISED:	I hereby certify that the foregoing Boundary Survey was made on the ground under my supervision on May 25, 2022, and that this plat correctly represents the facts found at the time of the survey.  CHARLES H. GUTIERREZ R.P.L.S. 5572	<u>FUEL FARM</u> PORTION OF LOT 1, BLOCK 4, MEDICAL CENTER PLAZA, CITY OF EL PASO, EL PASO COUNTY, TEXAS AREA = 10,081 sq.ft. or 0.231 ac ± PREPARED FOR: LIEV ARCH ARCHITECTS	

1837 Grandview Avenue

City Plan Commission — August 11, 2022 **REVISED**



CASE NUMBER: PZCR22-00001
CASE MANAGER: Luis Zamora, (915) 212-1552, ZamoraLF@elpasotexas.gov
PROPERTY OWNER: Marcela V. De Panetta
REPRESENTATIVE: Carlos Lievanos
LOCATION: 1837 Grandview Ave. (District 8)
PROPERTY AREA: 0.23 acres
REQUEST: Release Conditions No. 2 and No. 3 Imposed by Ordinance No. 5193
RELATED APPLICATIONS: PZR21-00033 (Rezoning)
PUBLIC INPUT: One (1) letter in support received as of August 8, 2022

SUMMARY OF REQUEST: The applicant is requesting to release Conditions No. 2 and No. 3, imposed by Ordinance No. 5193 in order to allow the use of a lodging house. Condition No. 2 has been fulfilled and is not applicable, and Condition No. 3 restricts uses on the property, with the proposed lodging house use not being permitted.

SUMMARY OF STAFF'S RECOMMENDATION: Staff recommends **APPROVAL** of the request. The proposed development is in keeping with the policies of the G-3 Post-war Future Land Use designation of *Plan El Paso*, the City's adopted Comprehensive Plan.

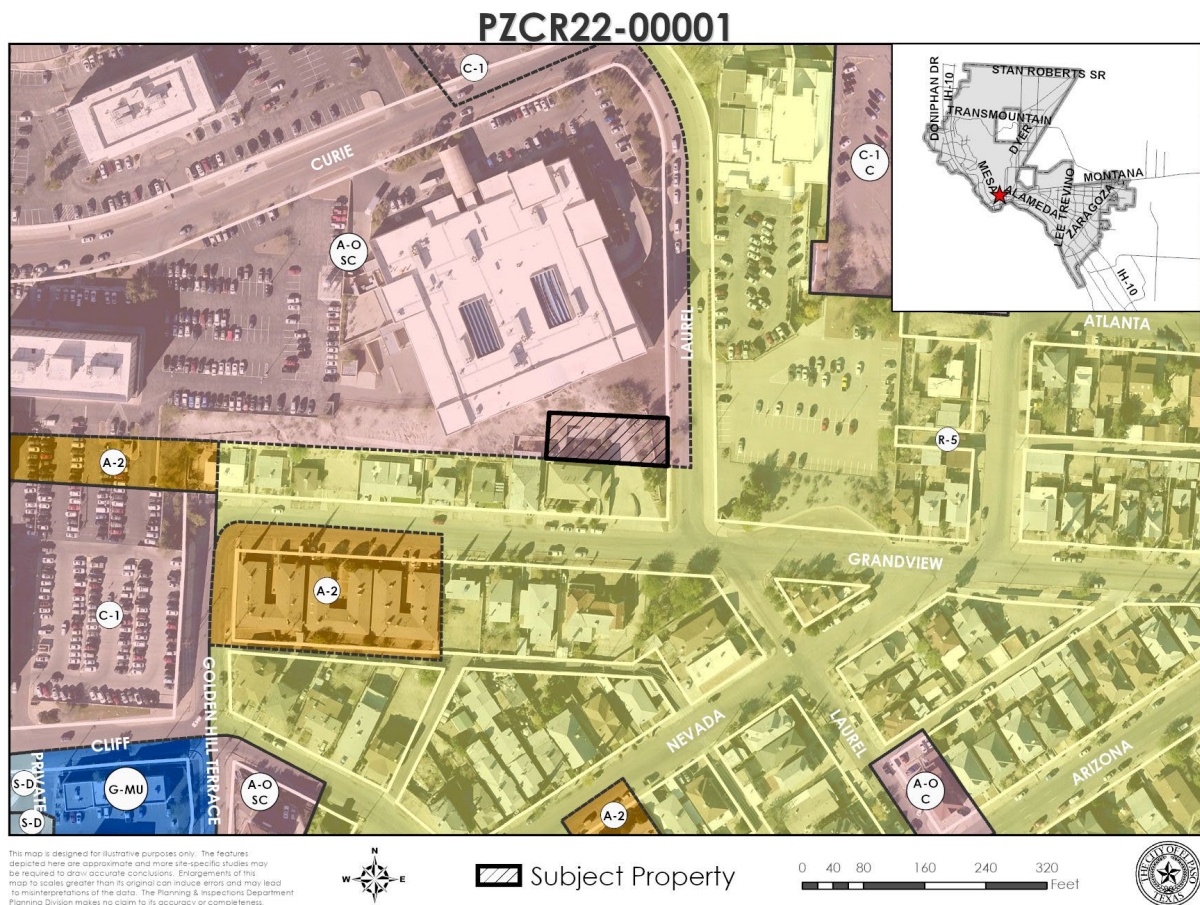


Figure A. Subject Property & Immediate Surroundings

DESCRIPTION OF REQUEST: The applicant is requesting to release Conditions No. 2 and No. 3, imposed by Ordinance No. 5193, in order to allow the use of lodging house. Condition No. 2 has been fulfilled and is not applicable, and Condition No. 3 restricts uses on the property, with the proposed use not being permitted. The detailed site development plan shows the layout of the existing structures located within the property and are to remain. There is a 4,788 square-foot two-story building, a 1,602 square foot existing garage and utility room located at the rear, and five (5) parking spaces being provided. Main access is through Grandview Avenue.

PREVIOUS CASE HISTORY: Ordinance No. 5193, dated October 18, 1973 (attachment 3) and amended to correct clerical errors by Ordinance No. 5691 (attachment 4), dated February 5, 1976 rezoned the northern portion of the property to A-O (Apartment/Office) and imposed conditions through a special contract, which was amended on December 5, 1974 (see page 9). Imposed conditions are the following:

1. Prior to the issuance of building permits for construction on the property, complete and detailed site development and architectural plans of the proposed development must be submitted by First Parties and approved by the City Plan Commission of the City of El Paso. All improvements on the property must be built in accordance with such approved plans.

Note: Condition to continue in effect.

2. Prior to the issuance of certificates of occupancy and compliance for any buildings constructed on the property, First Parties will, at no cost to the City, do the following:
 - a. First Parties will dedicate in writing and construct a deceleration traffic lane along Murchison Drive, including grading, paving, curbing and gutters. Such deceleration lane shall be dedicated and constructed in accordance with plans and specifications to be approved by the Director of Traffic and Transportation of the City of El Paso.
 - b. First Parties will enlarge and modify the Wright Street Dam to provide proper drainage for additional storm water runoff resulting from development of First Parties' property. Such enlargement and modification shall be done in accordance with plans and specifications to be approved by the City Engineer of the City of El Paso.
 - c. First Parties will dedicate in writing and construct a 60-foot wide extension of Medical Center (Utah) Street between its present northerly terminus and Murchison Drive, including grading, paving, curbing and gutters. Such street extension shall be dedicated and constructed in accordance with plans and specifications to be approved by the City Engineer of the City of El Paso.

The City Engineer must certify that First Parties have complied with this paragraph and have completed all improvements required hereunder before certificates of occupancy and compliance will issue.

Note: Condition 2 is being requested to be released in its entirety. Condition has already been fulfilled or is not applicable

3. The following part of the property shall be used only for the following purposes:

A parcel of land out of the H. F. Fisher Survey No. 293, more particularly described as follows:
Beginning at a point that is the southeast corner of said Survey No. 293;
Thence west along the south line of said Survey No. 293, a distance of 1180.00 feet to a point;
Thence North 47° 47' 56" 11 East a distance of 1592.86 feet to a point on the east line of said Survey No. 293;
Thence south along the east line of said Survey No. 293, a distance of 1070.00 feet to the point of beginning, containing 14.49 acres of land, more or less.

 - a. Medical, dental, clinic, hospital, rest home, licensed healing service;
 - b. Medical research laboratory;
 - c. A use customarily incidental or subordinate to one of the above uses, providing that such use is so situated within a building that it is not directly accessible from any public way, that no sign or window display relating to such use is discernible from any public way, that such use does not involve the keeping of a stock of goods on the premises, and that it does not generate commercial vehicular traffic.

- d. Permit the construction of office buildings. (Condition 3 amended on December 5, 1974 to include this. See page 9)

Note: Condition 3 is being requested to be released in its entirety.

4. For a period of five years from the date hereof, no building shall be erected on the following part of the property and such part of the property shall be used only as a site for off-street parking facilities for the uses conducted on the tract described in paragraph 3 above:

From a point that is the southeast corner of said Survey No. 293;

Thence west along the south line of said Survey No. 293, a distance of 1180.00 feet to the point of beginning of the parcel herein being described;

Thence North 14° 41' 29" west a distance of 348.41 feet to a point;

Thence North 28° 32. 65 feet East a distance of 176. 38 feet to a point;

Thence North 13° 05' East a distance of 215. 00 feet to a point on the southerly right of way line of Murchison Drive;

Thence South 76° 55' East a distance of 3.20 feet to a point;

Thence easterly along said southerly right of way line, being a curve to the left, an arc distance of 511. 29 feet; curve having a radius of 540.00 feet, a central angle of 54 ° 15 ', and a long chord bearing North 75° 57' 30" East a distance of 492. 41 feet;

Thence North 48° 50' East, continuing along said southerly right of way line a distance of 684. 11 feet to the P. C. of a curve to the left;

Thence continuing easterly along said right of way line, being said curve to the left, an arc distance of 238.36 feet to its intersection with the east boundary line of said Survey No. 293; curve having a radius of 540. 00 feet, a central angle of 25° 17' 30", and a long chord bearing North 36° 11' 15" East a distance of 236. 44 feet;

Thence south along said east boundary line a distance of 391.27 feet to a point;

Thence South 47° 47' 56" West a distance of 1592. 86 feet to the point of beginning. This parcel contains 11. 26 acres, more or less.

After the expiration of such five-year period, said 11.26 acre parcel shall be used only for the purposes listed in paragraph 3 above or as a site for off-street parking facilities.

Note: Condition 4 was deleted in its entirety by amendment on December 5, 1974. (See page 9).

In addition to the special contract imposing conditions, there is an Option Agreement (see page 18), dated October 16, 1973, which was subsequently cancelled by amendment on December 5, 1974 (see page 9).

COMPATIBILITY WITH NEIGHBORHOOD CHARACTER: The existing development is consistent with the neighboring properties. Property to the north is zoned A-O (Apartment/Office) and property to the east across Laurel Street zoned R-5 (Residential) both consisting of medical offices. Properties to the west and south are zoned R-5 (Residential) and consist of single-family dwellings. The nearest school is Armendariz Elementary School (0.35 miles) and the nearest park is Tom Lea Lower Park (0.80 miles).

COMPLIANCE WITH PLAN EL PASO/REZONING POLICY – When evaluating whether a proposed rezoning is in accordance with Plan El Paso, consider the following factors:	
Criteria	Does the Request Comply?
<p>Future Land Use Map: Proposed zone change is compatible with the Future Land Use designation for the property:</p> <p>G-3, Post-War: This sector applies to transitional neighborhoods typically developed from the 1950s through the 1980s. Streets were laid out with curvilinear patterns without alleys and shopping centers are located at major intersections behind large parking lots. This sector is generally stable but would benefit from strategic suburban retrofits to</p>	<p>Yes. The proposed use is consistent with the Future Land Use designation and is compatible with surrounding development.</p>

COMPLIANCE WITH PLAN EL PASO/REZONING POLICY – When evaluating whether a proposed rezoning is in accordance with <i>Plan El Paso</i>, consider the following factors:	
supplement the limited housing stock and add missing civic and commercial uses.	
Compatibility with Surroundings: The proposed zoning district is compatible with those surrounding the site: A-O (Apartment/Office): The purpose of this districts is to promote and preserve residential development within the city associated with a landscape more urban in appearance and permitting a mixture of housing types. It is intended that the district regulations allow for medium densities of dwelling units supported by higher intensity land uses located at the periphery of single-family neighborhoods providing that the overall character and architectural integrity of the neighborhood is preserved. The regulations of the districts will permit building types designed for transition from areas of low density residential neighborhoods to other residential areas, and certain nonresidential uses and support facilities.	Yes. The use of lodging house is permitted in the proposed A-O (Apartment/Office) zoning district (PZRZ21-00033) and serves as a transition from single-family dwelling uses to the existing medical office uses to the north and east.
Preferred Development Locations: The site for proposed rezoning is not located mid-block, resulting in it being the only property on the block with an alternative zoning district, density, use and/or land use.	Yes. The property is located at the corner of Grandview Avenue and Laurel Street. Furthermore, the proposed zoning district is the same as the abutting property to the north.
THE PROPOSED ZONING DISTRICT'S EFFECT ON THE PROPERTY AND SURROUNDING PROPERTY, AFTER EVALUATING THE FOLLOWING FACTORS:	
Historic District or Special Designations & Study Area Plans: Any historic district or other special designations that may be applicable. Any adopted small areas plans, including land-use maps in those plans.	The subject property is not located within any historic districts, other special designations, or areas with adopted study area plans.
Potential Adverse Effects: Potential adverse effects that might be caused by approval or denial of the requested condition release.	There are no potential adverse effects anticipated.
Natural Environment: Anticipated effects on the natural environment.	There are not anticipated effects on the natural environment. The subject property does not involve greenfield or environmentally sensitive land or arroyo disturbance.
Stability: Whether the area is stable or in transition.	The area is stable with no rezoning happening in the last 10 years.
Socioeconomic & Physical Conditions: Any changed social, economic, or physical conditions that make the existing condition no longer suitable for the property.	The subject property is located between medical uses and single-family dwellings. The proposed use will serve as a buffer between these uses.

ADEQUACY OF PUBLIC FACILITIES, SERVICES AND INFRASTRUCTURE: Main access to the property is through Grandview Avenue, which is classified as a Local Street per the El Paso Major Thoroughfare Plan (MTP) and is adequate to serve the development. There are existing sidewalks along the property and there is nearby bus service about 0.13 miles away to the north and south to serve the development.

SUMMARY OF DEPARTMENTAL REVIEW COMMENTS: There are no adverse comments from reviewing departments.

PUBLIC COMMENT: The property falls within the Central El Paso Community Organization, El Paso Central Business Association, Golden Hills Neighborhood Association, and Sunrise Civic Association, which were notified of the

request by the applicant. Public notice was provided to all property owners within 300 feet of subject property on June 30, 2022. The Planning Division has **received one (1) letter in support to the request as of August 8, 2022.**

RELATED APPLICATIONS: A rezoning application (PZRZ21-00033) is being processed in conjunction with this condition release to rezone the southern portion of the subject property from R-5 (Residential) to A-O (Apartment/Office) to clean up the zoning on the entire property.

CITY PLAN COMMISSION OPTIONS:

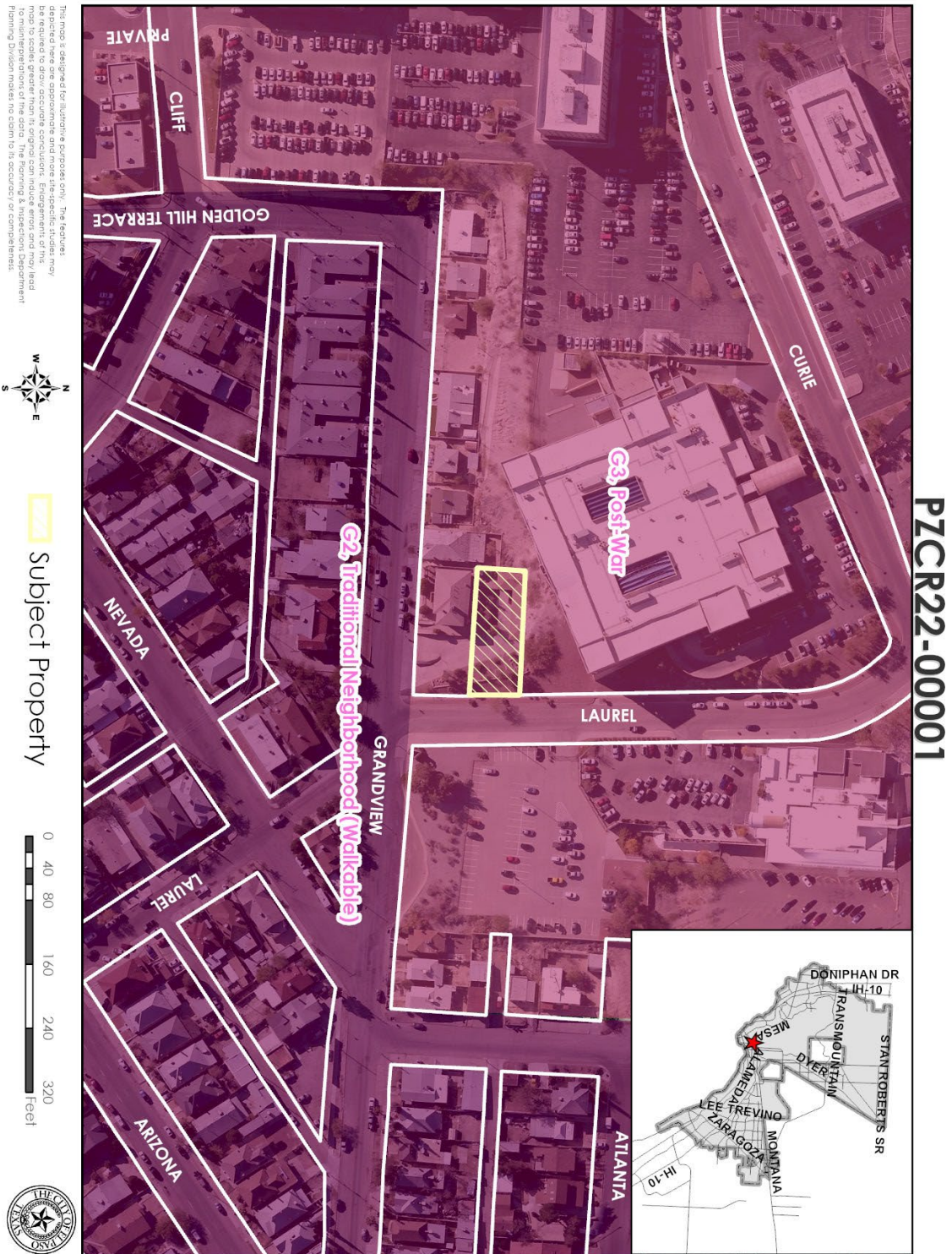
The purpose of the Zoning Ordinance is to promote the health, safety, morals and general welfare of the City. The City Plan Commission (CPC) has the authority to advise City Council on Zoning matters. In evaluating the request, the CPC may take any of the following actions:

1. **Recommend Approval** of the rezoning request, finding that the request is in conformance with the review criteria of *Plan El Paso* as reflected in the Staff Report, or that the request is in conformance with other criteria that the CPC identifies from the Comprehensive Plan. **(Staff Recommendation)**
2. **Recommend Approval of the rezoning request With Modifications** to bring the request into conformance with the review criteria of *Plan El Paso* as reflected in the Staff Report, or other criteria that the CPC identifies from the Comprehensive Plan.
3. **Recommend Denial** of the rezoning request, finding that the request does not conform to the review criteria of *Plan El Paso* as reflected in the Staff Report, or other criteria that the CPC identifies from the Comprehensive Plan.

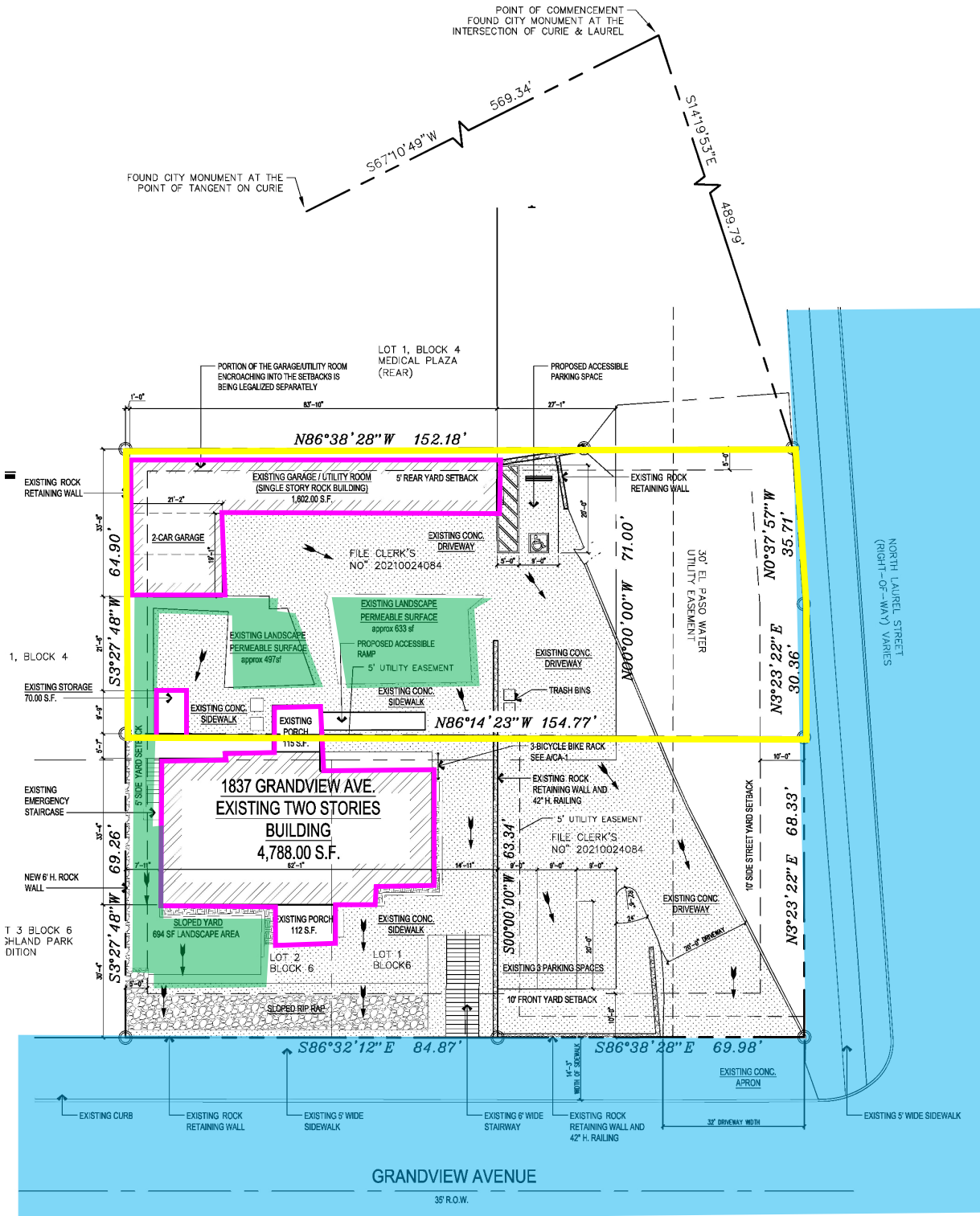
ATTACHMENTS:

1. Zoning Map
2. Detailed Site Plan
3. Ordinance No. 5193
4. Ordinance No. 5691
5. Department Comments
6. Neighborhood Notification Boundary Map
7. **Letter in Support**

ATTACHMENT 1

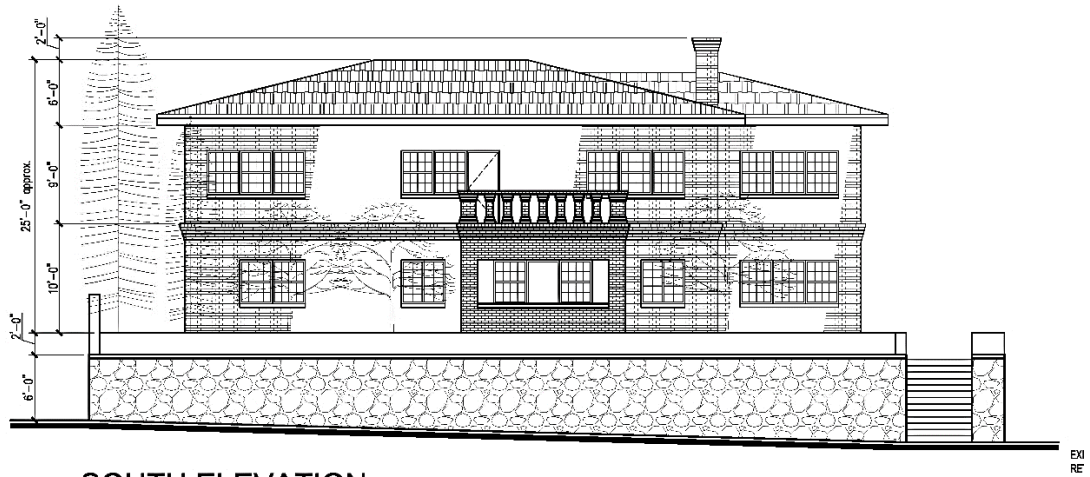


ATTACHMENT 2

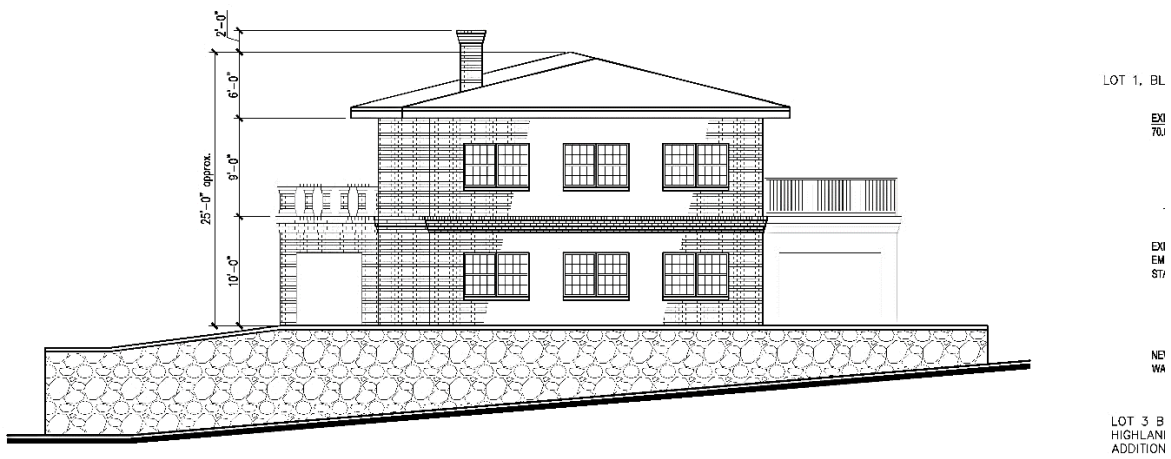


1 SITE PLAN
SCALE: 1/16"=1'

ASTN



2 SOUTH ELEVATION
1/8" = 1'-0"



3 EAST ELEVATION
1/8" = 1'-0"

ATTACHMENT 3

MOTION

December 5, 1974

Motion made, seconded and carried that Paragraph Three of the contract dated October 18, 1973, between Mortgage Investment Company et al., and the City of El Paso be amended to permit the construction of office buildings and that Paragraph Four be deleted in its entirety. It was further agreed that the Option Agreement dated October 16, 1973 by and between Mortgage Investment Company, et al., and the City of El Paso, be cancelled.

W. L. Rieger, City Clerk

cc: Mr. Jonathan W. Rogers
President
Mortgage Investment Co.
420 Texas, 79901

Planning Department

ORD. 5193
11-15-73

1974 1874
DEPT. OF
PLANNING

5193

AN ORDINANCE CHANGING THE ZONING
OF A PORTION OF H. F. FISHER SURVEY
293, THE PENALTY BEING AS PROVIDED
IN SECTION 25-10 OF THE EL PASO CITY CODE

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

That the zoning of the following described portion of H. F. Fisher
Survey No. 293 be changed to A-O within the meaning of the Zoning Ordinance,
and the zoning map of the City be revised accordingly:

Beginning at the southeast corner of the H. F. Fisher Survey
No. 293 in El Paso County, Texas;

Thence west along the south boundary of said survey a distance
of 1180.00 feet;

Thence North 14° 41' 29" West a distance of 348.41 feet;

Thence North 28° 32.65' East a distance of 176.38 feet;

Thence North 13° 05' East a distance of 215.00 feet to a
point on the southerly right of way line of Murchison Drive;

Thence South 76° 55' East a distance of 3.20 feet;

Thence easterly along said southerly right of way line, being a
curve to the left, an arc distance of 511.29 feet; curve having
a radius of 540.00 feet, a central angle of 54° 15', and a long
chord bearing North 75° 57' 30" East a distance of 492.41 feet;

Thence North 48° 50' East continuing along said southerly right
of way line a distance of 684.11 feet to the P. C. of a curve to
the left;

Thence continuing easterly along said right of way line, being
said curve to the left, an arc distance of 238.36 feet to its inter-
section with the east boundary line of said survey No. 293;
curve having a radius of 540.00 feet, a central angle of 25°
17' 30", and a long chord bearing North 36° 11' 15" East a
distance of 236.44 feet;

Thence South along said East boundary line a distance of 1461.27
feet to the point of beginning, containing 25.751 acres of land,
more or less.

PASSED AND APPROVED this 16 day of November,

1973.

ATTEST:

Mayor

City Clerk I certify that the zoning map has been revised to

City Clerk

reflect the amendment of ordinance 5193

By 3673 Paul [unclear] Date 11-29-73

CONTRACT

This contract, made this 18th day of October, 1973,
by and between MORTGAGE INVESTMENT COMPANY OF EL PASO, TEXAS,
a corporation, INDIVIDUAL HOMES, INC., CELESTE RASBERRY, Individu-
ally and as Independent Executrix of the Estate of J. L. RASBERRY, deceased,
LOUISE MURCHISON, Individually and as Independent Executrix of the Estate
of S. M. MURCHISON, deceased, JONATHAN ROGERS and wife, PATRICIA
MURCHISON ROGERS, First Parties, and the CITY OF EL PASO, Second
Party, witnesseth:

Application has been made to the City of El Paso for rezoning of a por-
tion of H. F. Fisher Survey No. 293 in the City of El Paso, El Paso County,
Texas, such property being more particularly described in Ordinance No.
5193, now pending before the City Council of the City of El Paso, a copy
of which is attached hereto, marked Exhibit "A" and made a part hereof by
reference.

In order to remove certain objections to such rezoning, First Parties
covenant that if the property is rezoned as indicated in the attached ordinance,
it shall be subject to the following restrictions, conditions and covenants:

1. Prior to the issuance of building permits for construction on the
property, complete and detailed site development and architectural plans of
the proposed development must be submitted by First Parties and approved
by the City Plan Commission of the City of El Paso. All improvements on
the property must be built in accordance with such approved plans.

2. Prior to the issuance of certificates of occupancy and compliance
for any buildings constructed on the property, First Parties will, at no cost
to the City, do the following:

(a) First Parties will dedicate in writing and construct a de-
celeration traffic lane along Murchison Drive, including
grading, paving, curbing and gutters. Such deceleration
lane shall be dedicated and constructed in accordance
with plans and specifications to be approved by the Direc-
tor of Traffic and Transportation of the City of El Paso.

(b) First Parties will enlarge and modify the Wright Street Dam to provide proper drainage for additional storm water runoff resulting from development of First Parties' property. Such enlargement and modification shall be done in accordance with plans and specifications to be approved by the City Engineer of the City of El Paso.

(c) First Parties will dedicate in writing and construct a 60-foot wide extension of Medical Center (Utah) Street between its present northerly terminus and Murchison Drive, including grading, paving, curbing and gutters. Such street extension shall be dedicated and constructed in accordance with plans and specifications to be approved by the City Engineer of the City of El Paso.

The City Engineer must certify that First Parties have complied with this paragraph and have completed all improvements required hereunder before certificates of occupancy and compliance will issue.

3. The following part of the property shall be used only for the following purposes:

A parcel of land out of the H. F. Fisher Survey No. 293, more particularly described as follows:

Beginning at a point that is the southeast corner of said Survey No. 293;

Thence west along the south line of said Survey No. 293, a distance of 1180.00 feet to a point;

Thence North 47° 47' 56" East a distance of 1592.86 feet to a point on the east line of said Survey No. 293;

Thence south along the east line of said Survey No. 293, a distance of 1070.00 feet to the point of beginning, containing 14.49 acres of land, more or less.

(a) Medical, dental, clinic, hospital, rest home, licensed healing service;

(b) Medical research laboratory;

(c) A use customarily incidental or subordinate to one of the above uses, providing that such use is so situated within a building that it is not directly accessible from any public way, that no sign or window display relating to such use is discernible from any public way, that such use does not involve the keeping of a stock of goods on the premises, and that it does not generate commercial vehicular traffic.

(d) 4. For a period of five years from the date hereof, no building shall

be erected on the following part of the property and such part of the property shall be used only as a site for off-street parking facilities for the uses conducted on the tract described in paragraph 3 above:

NOTE: MOTION DATED 12-5-74
DELETES PARAGRAPH 4 IN ITS
ENTIRETY. R. G. Smith

MOTION DATED 12-5-74
AMENDS PARAGRAPH 3 TO
PERMIT THE CONSTRUCTION OF
OFFICE BUILDINGS. R. G. Smith

From a point that is the southeast corner of said Survey No. 293;

Thence west along the south line of said Survey No. 293, a distance of 1180.00 feet to the point of beginning of the parcel herein being described;

Thence North $41^{\circ} 29'$ West a distance of 348.41 feet to a point;

Thence North $28^{\circ} 32.65'$ East a distance of 176.38 feet to a point;

Thence North $13^{\circ} 05'$ East a distance of 215.00 feet to a point on the southerly right of way line of Murchison Drive;

Thence South $76^{\circ} 55'$ East a distance of 3.20 feet to a point;

Thence easterly along said southerly right of way line, being a curve to the left, an arc distance of 511.29 feet; curve having a radius of 540.00 feet, a central angle of $54^{\circ} 15'$, and a long chord bearing North $75^{\circ} 57' 30''$ East a distance of 492.41 feet;

Thence North $48^{\circ} 50'$ East, continuing along said southerly right of way line a distance of 684.11 feet to the P. C. of a curve to the left;

Thence continuing easterly along said right of way line, being said curve to the left, an arc distance of 238.36 feet to its intersection with the east boundary line of said Survey No. 293; curve having a radius of 540.00 feet, a central angle of $25^{\circ} 17' 30''$, and a long chord bearing North $36^{\circ} 11' 15''$ East a distance of 236.44 feet;

Thence south along said east boundary line a distance of 391.27 feet to a point;

Thence South $47^{\circ} 47' 56''$ West a distance of 1592.86 feet to the point of beginning. This parcel contains 11.26 acres, more or less.

After the expiration of such five-year period, said 11.26 acre parcel shall be used only for the purposes listed in paragraph 3 above or as a site for off-street parking facilities.

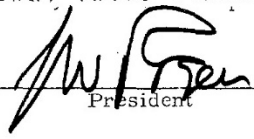
This agreement is a restriction, condition and covenant running with the land and a charge and servitude thereon and shall bind First Parties and their successors in title. Any future conveyance of the land shall contain this restriction, condition and covenant and shall embody this agreement by express reference.

The City may enforce this agreement by injunction or any other legal or equitable remedy. The City Council of the City of El Paso may release the above restrictions, conditions and covenants in its discretion without the consent of any third person who may be benefited thereby.

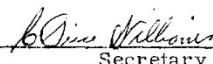
WITNESS the following signatures and seals:

MORTGAGE INVESTMENT COMPANY
OF EL PASO, TEXAS, a corporation

by

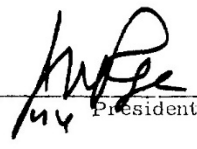

President

ATTEST:

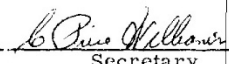

Secretary

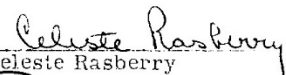
INDIVIDUAL HOMES, INC., a corporation

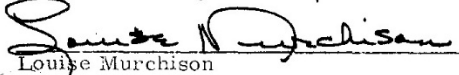
by



President

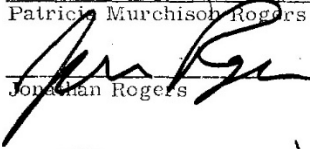
ATTEST:


Secretary


Celeste Rasberry


Louise Murchison


Patricia Murchison Rogers



Jonathan Rogers

THE CITY OF EL PASO

by


Mayor

ATTEST:


City Clerk

THE STATE OF TEXAS)
)
COUNTY OF EL PASO)

Before me, the undersigned authority, on this day personally appeared G.W. Rogers President of MORTGAGE INVESTMENT COMPANY OF EL PASO, TEXAS, a corporation, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged before me in my county aforesaid that the same was the act of said corporation, and that he executed the same as the act of such corporation for the purposes and consideration therein expressed, and in the capacity therein stated.

Given under my hand and official seal this 18th day of October, 1973.

Corine Manjarz
Notary Public, El Paso County, Texas.

THE STATE OF TEXAS)
)
COUNTY OF EL PASO)

Before me, the undersigned authority, on this day personally appeared G.W. Rogers, Vice President of INDIVIDUAL HOMES, INC., a corporation, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged before me in my county aforesaid that the same was the act of said corporation, and that he executed the same as the act of such corporation for the purposes and consideration therein expressed, and in the capacity therein stated.

Given under my hand and official seal this 18th day of October, 1973.

Corine Manjarz
Notary Public, El Paso County, Texas.

THE STATE OF TEXAS)
)
COUNTY OF EL PASO)

Before me, the undersigned authority, on this day personally appeared CELESTE RASBERRY, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that she executed the same for the purposes and consideration therein expressed.

Given under my hand and official seal this 18th day of October, 1973.

Corine Manjarz
Notary Public, El Paso County, Texas.

THE STATE OF TEXAS)
)
COUNTY OF EL PASO)

Before me, the undersigned authority, on this day personally appeared LOUISE MURCHISON, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that she executed the same for the purposes and consideration therein expressed.

Given under my hand and official seal this 15th day of October, 1973.

Corine Mungar NOTARY PUBLIC
Notary Public, El Paso County, Texas.

THE STATE OF TEXAS)
)
COUNTY OF EL PASO)

Before me, the undersigned authority, on this day personally appeared PATRICIA MURCHISON ROGERS, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that she executed the same for the purposes and consideration therein expressed.

Given under my hand and official seal this 18th day of October, 1973.

Corine Mungar NOTARY PUBLIC
Notary Public, El Paso County, Texas.

THE STATE OF TEXAS)
)
COUNTY OF EL PASO)

Before me, the undersigned authority, on this day personally appeared JONATHAN ROGERS, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

Given under my hand and official seal this 18th day of October, 1973.

Corine Mungar NOTARY PUBLIC
Notary Public, El Paso County, Texas.

THE STATE OF TEXAS)
)
COUNTY OF EL PASO)

Before me, the undersigned authority, on this day personally appeared FRED HERVEY, Mayor of the City of El Paso, known to me to be the person and officer whose name is subscribed to the foregoing instrument, and acknowledged before me in my county aforesaid that he had executed the same for the purposes and consideration and in the capacity therein expressed, and as the act and deed of the City of El Paso.

Given under my hand and official seal this 15th day of November, 1973.

Billie Jean Brankham
Notary Public, El Paso County, Texas.

BILLIE JEAN BRANKHAM, Notary Public
In and for the County of El Paso, Texas
My Commission Expires June 1, 1975

OPTION AGREEMENT

This agreement, made this 11th day of October, 1973,
by and between Mortgage Investment Company of El Paso, Texas, a corpora-
tion; Individual Homes, Inc.; Celeste Rasberry, in her own right and as Inde-
pendent Executrix of the Estate of J. L. Rasberry, deceased; Louise Murchi-
son, in her own right and as Independent Executrix of the Estate of S. M.
Murchison, deceased; Patricia Murchison Rogers; and Jonathan Rogers, First
Parties; and the City of El Paso, Second Party, witnesseth:

In consideration of ten dollars cash in hand paid by the Second Party
to the First Parties, the receipt whereof is hereby acknowledged, and of bene-
fits to First Parties likely to result from the highway anticipated herein, First
Parties have given and by these presents do give unto Second Party an option
to purchase a portion (to be determined as hereinafter set forth) of the follow-
ing described property situated in the H. F. Fisher Survey No. 293 in El Paso
County, Texas, upon the terms and conditions stated in this instrument:

From a point that is the southeast corner of said Survey No. 293;

Thence west along the south line of said Survey No. 293, a dis-
tance of 1180.00 feet to the point of beginning of the parcel herein
being described;

Thence North $14^{\circ} 41' 29''$ West a distance of 348.41 feet to a point;

Thence North $28^{\circ} 32.65'$ East a distance of 176.38 feet to a point;

Thence North $13^{\circ} 05'$ East a distance of 215.00 feet to a point on
the southerly right of way line of Murchison Drive;

Thence South $76^{\circ} 55'$ East a distance of 3.20 feet to a point;

Thence easterly along said southerly right of way line, being a
curve to the left, an arc distance of 511.29 feet; curve having a
radius of 540.00 feet, a central angle of $54^{\circ} 15'$, and a long chord
bearing North $75^{\circ} 57' 30''$ East a distance of 492.41 feet;

Thence North $48^{\circ} 50'$ East, continuing along said southerly right
of way line a distance of 684.11 feet to the P. C. of a curve to the
left;

Thence continuing easterly along said right of way line, being said
curve to the left, an arc distance of 238.36 feet to its intersection
with the east boundary line of said Survey No. 293; curve having a
radius of 540.00 feet, a central angle of $25^{\circ} 17' 30''$, and a long
chord bearing North $36^{\circ} 11' 15''$ East a distance of 236.44 feet;

NOTE: MOTION DATED 12-5-74
CANCELS THIS AGREEMENT
BETWEEN CITY OF EL PASO AND
MORTGAGE INVESTMENT CO.
R. Rogers

Thence south along said east boundary line a distance of 391.27 feet to a point;

Thence South 47° 47' 56" West a distance of 1592.86 feet to the point of beginning. This parcel contains 11.26 acres, more or less.

It is expected that the Texas Highway Department will in the future initiate construction of a freeway, part of the right of way of which will lie in or across the above-described land, and will request or require Second Party to furnish the right of way therefor. The Highway Department has not yet determined whether such highway will be built, or what its route or width will be.

If within five years after the date of this instrument the Texas Highway Department (or any successor agency) decides to construct such a freeway or other highway and furnishes Second Party with a description of the part of the right of way which will be within the 11.26 acres, and if Second Party gives notice to First Parties of its intent to exercise this option and supplies First Parties with the description of the land as determined by the Highway Department (all within said five years), the identity of the land to be conveyed to Second Party will thereby be fixed by the description determined by the Highway Department. First Parties will thereupon become obligated to convey such property to Second Party, with general warranty of title, and Second Party will become obligated to pay to First Parties for the acquisition of such property an amount to be determined as set forth below.

First Parties will appoint one appraiser, Second Party will appoint one appraiser, and the two appraisers will appoint a third. The three appraisers will determine by majority vote the then fair cash market value of the land to be acquired (without compensation for any improvements except the replacement value, less depreciation, of parking-lot type paving) valued however as if the property were still zoned R-4, and were still subject to the restrictions and limitations imposed on R-4 zones by the wording of the zoning ordinance of the City of El Paso in effect at the time of this agreement.

The value fixed by the appraisers in accordance with this agreement

shall be binding on both parties and may not be set aside except for fraud.

If a majority of the appraisers cannot agree successive boards shall be appointed in the same manner.

All appraisers appointed hereunder shall have received an M. A. I., S. R. A., or equivalent designation from an appraisal society or association. They shall be entitled to reasonable compensation, which shall be paid one-half by First Parties and one-half by Second Party.

Any notices to be given to First Parties in relation hereto may be given to Jonathan Rogers as agent for all his coparties.

This agreement shall run with the land and be binding on all First Parties' successors in title.

Witness the following signatures and seals:

MORTGAGE INVESTMENT COMPANY
OF EL PASO, TEXAS

by 
President

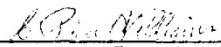
ATTEST:



Secretary

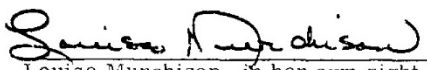
INDIVIDUAL HOMES, INC.

by 
President

ATTEST:


Secretary


Celeste Rasberry, in her own right and as
Executrix of the Estate of J. L. Rasberry,
deceased.


Louise Murchison, in her own right and as
Executrix of the Estate of S. M. Murchison,
deceased.

Patricia Murchison Rogers
Patricia Murchison Rogers

Jonathan Rogers
Jonathan Rogers

THE CITY OF EL PASO
by David Henry
Mayor

ATTEST:

W. Rieck
City Clerk

THE STATE OF TEXAS)
COUNTY OF EL PASO)

Before me, the undersigned authority, on this day personally appeared Jonathan Rogers, President of MORTGAGE INVESTMENT COMPANY OF EL PASO, TEXAS, a corporation, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged before me in my county aforesaid that the same was the act of said corporation, and that he executed the same as the act of such corporation for the purposes and consideration therein expressed, and in the capacity therein stated.

Given under my hand and official seal this 16th day of October, 1973.

Catherine Myers
Notary Public, El Paso County, Texas.
CATHERINE MYERS

THE STATE OF TEXAS)
COUNTY OF EL PASO)

Before me, the undersigned authority, on this day personally appeared Jonathan Rogers, President of INDIVIDUAL HOMES, INC., a corporation, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged before me in my county aforesaid that the same was the act of said corporation, and that he executed the same as the act of such corporation for the purposes and consideration therein expressed, and in the capacity therein stated.

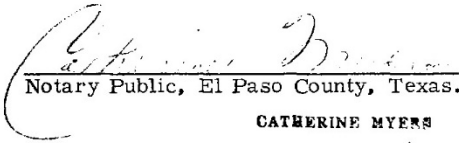
Given under my hand and official seal this 16th day of October, 1973.

Catherine Myers
Notary Public, El Paso County, Texas.
CATHERINE MYERS

THE STATE OF TEXAS)
)
COUNTY OF EL PASO)

Before me, the undersigned authority, on this day personally appeared CELESTE RASBERRY, in her own right and as Executrix of the Estate of J. L. Raspberry, deceased, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that she executed the same for the purposes and consideration therein expressed.

Given under my hand and official seal this 16th day of October, 1973.

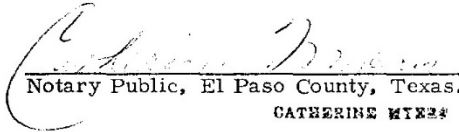

Notary Public, El Paso County, Texas.

CATHERINE MYERS

THE STATE OF TEXAS)
)
COUNTY OF EL PASO)

Before me, the undersigned authority, on this day personally appeared LOUISE MURCHISON, in her own right and as Executrix of the Estate of S. M. Murchison, deceased, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that she executed the same for the purposes and consideration therein expressed.

Given under my hand and official seal this 16th day of October, 1973.

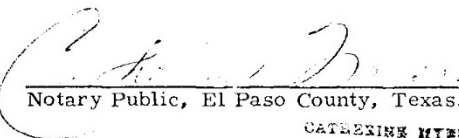

Notary Public, El Paso County, Texas.

CATHERINE MYERS

THE STATE OF TEXAS)
)
COUNTY OF EL PASO)

Before me, the undersigned authority, on this day personally appeared PATRICIA MURCHISON ROGERS, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that she executed the same for the purposes and consideration therein expressed.

Given under my hand and official seal this 16th day of October, 1973.

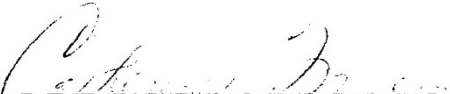

Notary Public, El Paso County, Texas.

CATHERINE MYERS

THE STATE OF TEXAS)
)
COUNTY OF EL PASO)

Before me, the undersigned authority, on this day personally appeared JONATHAN ROGERS, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

Given under my hand and official seal this 11th day of October, 1973.


Notary Public, El Paso County, Texas.
CATHERINE MYERS

THE STATE OF TEXAS)
)
COUNTY OF EL PASO)

Before me, the undersigned authority, on this day personally appeared FRED HERVEY, Mayor of the City of El Paso, known to me to be the person and officer whose name is subscribed to the foregoing instrument, and acknowledged before me in my county aforesaid that he had executed the same for the purposes and consideration and in the capacity therein expressed, and as the act and deed of the City of El Paso.

Given under my hand and official seal this 15th day of November, 1973.


Notary Public, El Paso County, Texas.

BILLIE JEAN BRANNAN, Notary Public
In and for the County of El Paso, Texas
My Commission Expires June 1, 1975

ATTACHMENT 4

5691

AN ORDINANCE AMENDING ORDINANCE NO. 5193, WHICH REZONED A PORTION OF H. F. FISHER SURVEY 293, THE PENALTY BEING AS PROVIDED IN SECTION 25-10 OF THE EL PASO CITY CODE

WHEREAS, Ordinance No. 5193, passed and approved on November 15, 1973, contained certain clerical errors in the description of the property rezoned, and it is necessary to correct such errors and verify the description;

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

That Ordinance No. 5193 be and is hereby amended to read as follows:

That the zoning of a portion of Fisher Survey 293, as more particularly described below, be changed to A-O within the meaning of the Zoning Ordinance, and the zoning map of the City be revised accordingly:

The parcel of land herein described is a portion of H. F. Fisher Survey No. 293, El Paso, El Paso County, Texas, and is more particularly described by metes and bounds as follows:

Commencing at a point on the centerline of Murchison Street, said point also being a point of curvature and a city monument; thence South 13° 05' 00" West, a distance of 40.00 feet to a point on the southerly right of way line of Murchison Street, said point being the TRUE POINT OF BEGINNING of this description;

THENCE along the southerly right of way line of Murchison Street, the following courses:

511.29 feet along the arc of a curve to the left having a radius of 540.00 feet, a central angle of 54° 15' 00", and a chord which bears North 75° 57' 30" East, a distance of 492.41 feet to a point for a tangent;

North 48° 50' 00" East, a distance of 684.11 feet to a point for a curve.

238.37 feet along the arc of a curve to the left having a radius of 540.00 feet, a central angle of 25° 17' 30", and a chord which bears North 36° 11' 15" East, a distance of 236.44 feet to a point for a corner, said point being on the easterly boundary line of H. F. Fisher Survey No. 293;

5691

73-3673

THENCE, due South, along said boundary line a distance of 1461.27 feet to a point for a corner, said point being on the southerly boundary line of H. F. Fisher Survey No. 293;

THENCE, due West, along said boundary line, a distance of 968.28 feet, to a point for a corner;

THENCE, due North, a distance of 80.00 feet, to a point for corner;

THENCE, due West, a distance of 500.00 feet to a point for corner;

THENCE, due North, a distance of 118.00 feet to a point for a corner;

THENCE, due West, a distance of 161.35 feet to a point for a corner, said point being on the easterly boundary line of Richmar Unit 2;

THENCE, along the easterly boundary line of Richmar Unit 2, the following courses;

NORTH 27° 40' 00" East, a distance of 17.07 feet to a point for a corner;

NORTH 19° 40' 00" East, a distance of 103.00 feet, to a point for a corner;

NORTH 11° 40' 00" East, a distance of 103.00 feet, to a point for a corner;

THENCE, South 72° 57' 41" East, a distance of 67.10 feet to a point for a corner;

THENCE, South 76° 55' 00" East, a distance of 239.96 feet to a point for a corner;

THENCE North 28° 32' 00" East, a distance of 176.38 feet to a point for a corner;

THENCE North 13° 05' 00" East, a distance of 215.00 feet to a point for a corner, said point being on the southerly right of way line of Murchison Street;

THENCE, South 76° 55' 00" East, along said right of way line a distance of 3.20 feet to the True Point Of Beginning of this description

Said parcel of land contains 27,40322 acres (1,193,684.349 square feet) of land more or less.

PASSED AND APPROVED this 5 day of February, 1976.



Mayor (Pro Tem)

5691
ATTEST: 

City Clerk

FEB 9 1976

73-3673 City Clerk

7
K

AN ORDINANCE AMENDING ORDINANCE NO.
5193, WHICH REZONED A PORTION OF H. F.
FISHER SURVEY 293, THE PENALTY BEING
AS PROVIDED IN SECTION 25-10 OF THE EL
PASO CITY CODE

WHEREAS, Ordinance No. 5193, passed and approved on November
15, 1973, contained certain clerical errors in the description of the property
rezoned, and it is necessary to correct such errors and verify the description;

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

That Ordinance No. 5193 be and is hereby amended to read as follows:

That the zoning of a portion of Fisher Survey 293, as more particularly
described below, be changed to A-O within the meaning of the Zoning Ordinance, and
the zoning map of the City be revised accordingly:

The parcel of land herein described is a portion of H. F.
Fisher Survey No. 293, El Paso, El Paso County, Texas,
and is more particularly described by metes and bounds
as follows:

Commencing at a point on the centerline of Murchison
Street, said point also being a point of curvature and
a city monument; thence South 13° 05' 00" West, a
distance of 40.00 feet to a point on the southerly right
of way line of Murchison Street, said point being the
TRUE POINT OF BEGINNING of this description;

THENCE along the southerly right of way line of Murchison
Street, the following courses:

511.29 feet along the arc of a curve to the
left having a radius of 540.00 feet, a central
angle of 54° 15' 00", and a chord which bears
North 75° 57' 30" East, a distance of 492.41
feet to a point for a tangent;

North 48° 50' 00" East, a distance of 684.11 feet
to a point for a curve.

238.37 feet along the arc of a curve to the
left having a radius of 540.00 feet, a central
angle of 25° 17' 30", and a chord which bears
North 36° 11' 15" East, a distance of 236.44
feet to a point for a corner, said point being
on the easterly boundary line of H. F. Fisher
Survey No. 293;

73-3673

See Ord. 5193 for contract

THENCE, due South, along said boundary line a distance of 1461.27 feet to a point for a corner, said point being on the southerly boundary line of H. F. Fisher Survey No. 293;

THENCE, due West, along said boundary line, a distance of 968.28 feet, to a point for a corner;

THENCE, due North, a distance of 80.00 feet, to a point for corner;

THENCE, due West, a distance of 500.00 feet to a point for corner;

THENCE, due North, a distance of 118.00 feet to a point for a corner;

THENCE, due West, a distance of 161.35 feet to a point for a corner, said point being on the easterly boundary line of Richmar Unit 2;

THENCE, along the easterly boundary line of Richmar Unit 2, the following courses:

NORTH 27° 40' 00" East, a distance of 17.07 feet to a point for a corner;

NORTH 19° 40' 00" East, a distance of 103.00 feet, to a point for a corner;

NORTH 11° 40' 00" East, a distance of 103.00 feet, to a point for a corner;

THENCE, South 72° 57' 41" East, a distance of 67.10 feet to a point for a corner;

THENCE, South 76° 55' 00" East, a distance of 239.96 feet to a point for a corner;

THENCE North 28° 32' 00" East, a distance of 176.38 feet to a point for a corner;

THENCE North 13° 05' 00" East, a distance of 215.00 feet to a point for a corner, said point being on the southerly right of way line of Murchison Street;

THENCE, South 76° 55' 00" East, along said right of way line a distance of 3.20 feet to the True Point Of Beginning of this description

Said parcel of land contains 27,40322 acres (1,193,684.349 square feet) of land more or less.

PASSED AND APPROVED this 5 day of February

Charles A. Ryan

Mayor (Pro Tem)

ATTEST:

W. R. Ryan

73-3673 City Clerk

City Clerk, I certify that the zoning map has been revised to reflect the amendment of ordinance 5691 By *Paul Bongillie* Date 3-10-76

TO

2/9/76 DATE

ZONING SECTION

LAND PLANNING

MAPPING SECTION

E.D.P. SECTION

ADVANCE SECTION

REPRODUCE:

RETURN TO:

By (Date):

FILED :

ORDINANCE NO:

DATE:

CONTRACT:

CASE NO.:

NOTES:

ATTACHMENT 5

Planning and Inspections Department - Planning Division

Recommend approval.

Planning and Inspections Department – Plan Review & Landscaping Division

Recommend approval.

Planning and Inspections Department – Land Development

No objection to request.

Fire Department

Recommend approval. Check maximum number of occupants (A1, A2 or A3 Categories) Life safety systems would be required.

Police Department

No comments received.

Environmental Services

No comments received.

Streets and Maintenance Department

TIA not required for this application.

Sun Metro

No comments received.

El Paso Water

El Paso Water (EPWater) does not object to this request.

Water:

There is an existing 4-inch diameter water main that extends along the north side of Grandview Ave. approximately 19-feet south of and parallel to the northern right-of-way line of Grandview Ave. This water main is available for service.

EPWater records indicate there is one 1-inch meter serving the subject property, 1837 Grandview Ave.

Previous water pressure from fire hydrant #5584 located at the southeast intersection of Golden Hill Terrace and Grandview Ave., has yielded a static pressure of 90 psi, a residual pressure of 64 psi, and a discharge of 1,210 gallons per minute. The owner should, for his own protection and at his own expense, install at the discharge side of each water meter a pressure regulator, strainer, and relief valve, to be set for pressure as desired by the customer. The Owner shall be responsible for the operation and maintenance of the above-described water pressure regulating device.

Sanitary Sewer:

There is an existing 8-inch diameter sanitary sewer main that along the north side of Golden Hill Terrace approximately 20-feet south of parallel to the northern right-of-way line of Golden Hill Terrace. This sanitary sewer main is available for service.

There is an existing 8-inch diameter sanitary sewer main that extends along the east side of Laurel St. approximately 25-feet west of and parallel to the eastern right-of-way line of Laurel St. This sanitary sewer main is available for service.

General:

An application for water and sanitary sewer services should be made 6 to 8 weeks prior to construction to ensure water for construction work. New service applications are available at 1154 Hawkins, 3rd floor. A site plan, utility plan, grading and drainage plans, landscaping plan, the legal description of the property and a certificate-of-compliance are required at the time of application. Service will be provided in accordance with the current EPWater-PSB Rules and Regulations. The applicant is responsible for the costs of any necessary on-site and off-site extensions, relocations or adjustments of water and sanitary sewer lines and appurtenances.

Stormwater:

No objections to this proposal.

Texas Department of Transportation

No comments received.

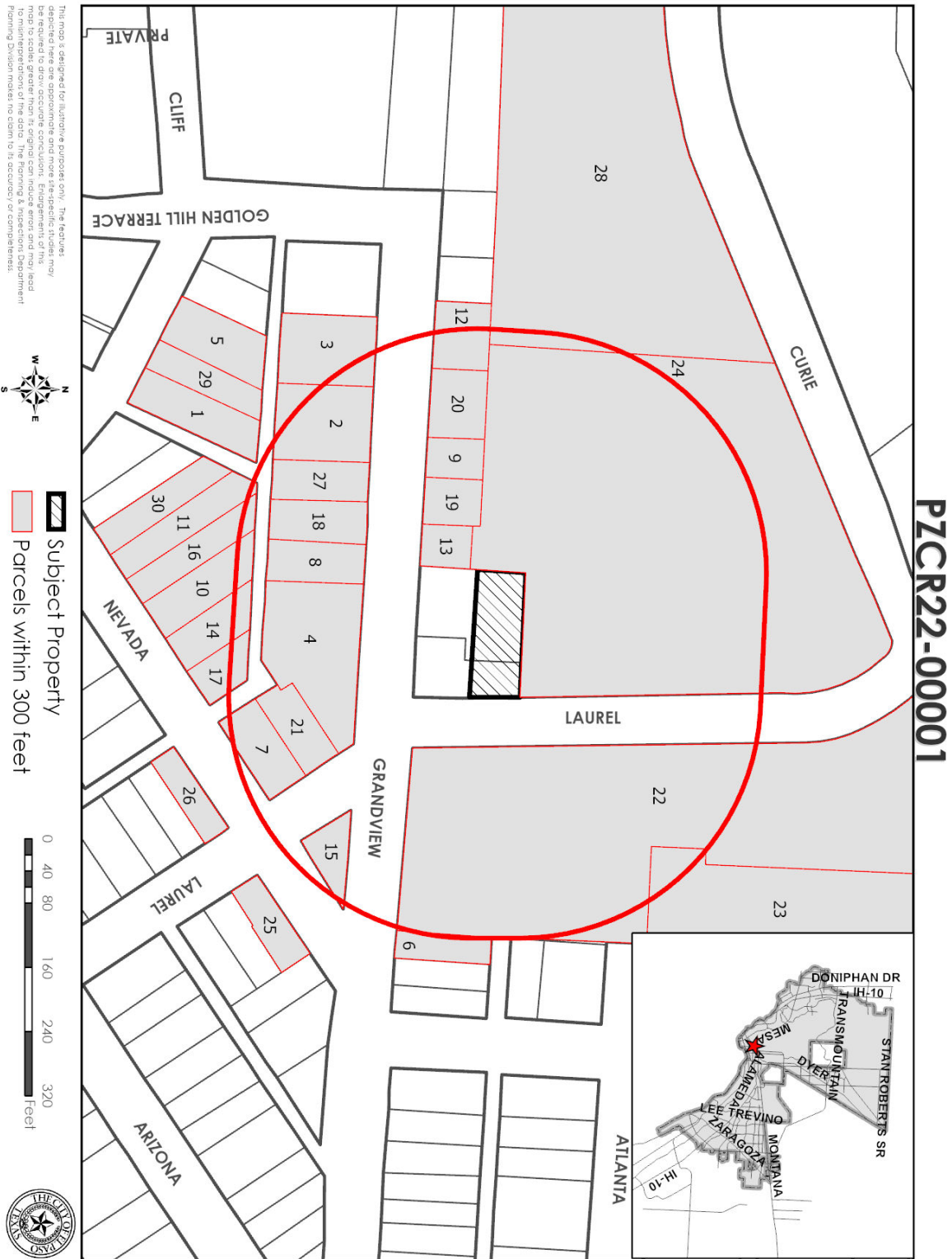
El Paso County Water Improvement District #1

Not within the boundaries of EPCWID1.

El Paso County 911 District

No comments/concerns regarding this zoning.

ATTACHMENT 6



ATTACHMENT 7



Office of the Bishop

Diocese of El Paso Catholic Pastoral Center

January 28, 2022.

City Plan Commission
c/o Planning and Inspections Department – Planning Division,
1st Floor, City 3,
801 Texas Avenue,
El Paso TX 79901.

Dear City Plan Commission,

This letter is written in support of The Encuentro Project. The Encuentro Project invites small groups, usually numbering around 12 members to experience the unique aspects of the life of their Binational Community and on the process, they establish lasting bonds with our community. This project has 501c.3 status and is also a Texas non-profit corporation. I am pleased to offer this letter of support, and I encourage your consideration.

The property is located at 1837 Grandview Ave. El Paso, Texas 79902. The house originally served as a convent for the Sisters of St. Joseph of Concordia, Kansas. It had a special zoning exception as a convent. Once the house was sold, it lost that designation.

This designation will be of a great impact as it would certainly help make the point of the benefit of such a faith-based educational and experiential border immersion program. Also, because participants encounter El Paso leaders, learn about and visit key places in El Paso, shop and eat at restaurants.

In order for The Encuentro Project to continue their missionary work and provide various services, a change of zoning is required. I urge your support of their request for The Encuentro Project to continue providing much needed religious, humanitarian, educational and shelter for those in need amongst us.

Sincerely in Christ,

Most Reverend Mark J. Seitz, D.D.
Bishop of El Paso

499 St. Matthews Street • El Paso Texas 79907 • Ph. (915) 872-8419 • Fax (915) 872-8409



Legislation Text

File #: 22-1310, Version: 1

CITY OF EL PASO, TEXAS
LEGISTAR AGENDA ITEM SUMMARY FORM

DISTRICT, DEPARTMENT, CONTACT INFORMATION:

Please choose District and Department from drop down menu. Please post exactly as example below.

No Title's, No emails. Please use ARIAL 10 Font.

District 2

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

Planning and Inspections, Luis Zamora, (915) 212-1552

AGENDA LANGUAGE:

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

An Ordinance changing the zoning of a portion of Lots 14 through 26, Block 4, Hughes Subdivision of Block 2, Alameda Acres, 5713 Welch Avenue, City of El Paso, El Paso County, Texas from S-D/sp (Special Development/special permit) to M-1 (Light Manufacturing), and imposing conditions. The penalty is as provided for in Chapter 20.24 of the El Paso City Code.

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

Subject Property: 5713 Welch Ave.

Applicant: Jose Manuel Valenzuela and Maria Del Sol Covarrubias, PZRZ22-00016

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

AGENDA DATE: October 11, 2022
PUBLIC HEARING DATE: November 8, 2022

CONTACT PERSON(S) NAME AND PHONE NUMBER: Philip F. Etiwe, (915) 212-1553
Luis Zamora , (915) 212-1552

DISTRICT(S) AFFECTED: District 2

STRATEGIC GOAL: #3 Promote the Visual Image of El Paso

SUBGOAL: 3.2 Set one standard for infrastructure across the city

SUBJECT:

An ordinance changing the zoning of a portion of Lots 14 through 26, Block 4, Hughes Subdivision of Block 2, Alameda Acres, 5713 Welch Avenue, City of El Paso, El Paso County, Texas from S-D/sp (Special Development/special permit) to M-1 (Light Manufacturing), and imposing conditions. The penalty is as provided for in Chapter 20.24 of the El Paso City Code.

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

Subject Property: 5713 Welch Ave.

Applicant: Jose Manuel Valenzuela and Maria Del Sol Covarrubias, PZRZ22-00016

BACKGROUND / DISCUSSION:

The applicant is requesting to rezone property at 5713 Welch Avenue to allow for anticipated truck parking. City Plan Commission recommended unanimous approval 5-0 to approve the proposed rezoning on September 8, 2022. As of October 4, 2022, the Planning Division has received one (1) letter and one (1) call in support and three (3) calls in opposition to the rezoning request. See attached staff report for additional information.

PRIOR COUNCIL ACTION:

N/A

AMOUNT AND SOURCE OF FUNDING:

N/A

HAVE ALL AFFECTED DEPARTMENTS BEEN NOTIFIED? X YES ___ NO

PRIMARY DEPARTMENT: Planning & Inspections, Planning Division

SECONDARY DEPARTMENT: N/A

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

DEPARTMENT HEAD:

Philip Etiwe

ORDINANCE NO. _____

AN ORDINANCE CHANGING THE ZONING OF A PORTION OF LOTS 14 THROUGH 26, BLOCK 4, HUGHES SUBDIVISION OF BLOCK 2, ALAMEDA ACRES, 5713 WELCH AVENUE, CITY OF EL PASO, EL PASO COUNTY, TEXAS FROM S-D/SP (SPECIAL DEVELOPMENT/SPECIAL PERMIT) TO M-1 (LIGHT MANUFACTURING), AND IMPOSING CONDITIONS. THE PENALTY IS AS PROVIDED FOR IN CHAPTER 20.24 OF THE EL PASO CITY CODE.

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

Pursuant to Section 20.04.360 of the El Paso City Code, that the zoning of *a portion of Lots 14 through 26, Block 4, Hughes Subdivision of Block 2, Alameda Acres, 5713 Welch Avenue*, located in the City of El Paso, El Paso County, Texas, and as more particularly described by metes and bounds on the attached Exhibit "A", incorporated by reference, be changed from **S-D/sp (Special Development/special permit)** to **M-1 (Light Manufacturing)**, as defined in Section 20.06.020, and that the zoning map of the City of El Paso be revised accordingly.

Further, that the property described above be subject to the following conditions which are necessitated by and attributable to the increased intensity of use generated by the change of zoning in order to protect the health, safety and welfare of the adjacent property owners and the residents of this City:

1. No ingress and/or egress shall be permitted onto Glenwood Street.
2. No ingress and/or egress shall be permitted onto the adjacent alley to the north.
3. Sidewalks along the property are to be installed prior to any certificates of occupancy or any certificates of completion.
4. An eight-foot (8') high masonry wall shall be placed along the northern property line along the alley.
5. A ten-foot (10') landscaped buffer with high-profile native or naturalized trees of at least two-inch (2") caliper and ten feet (10') in height shall be placed at twenty feet (20') on center along the northern property line adjacent to residential zone districts or uses. The landscaped buffer shall be irrigated and maintained by the property owner at all times and shall be installed prior to the issuance of any certificates of occupancy or any certificates of completion.
6. For general warehouse or heavy truck (sales, storage, repair, and rental) type uses, a minimum 30% landscaping shall be required. The 30% landscaping shall be calculated in accordance with the El Paso City Code Section 18.46 Landscape, and shall include the landscaping required by El Paso City Code Section 18.46 Landscape and the landscaping required by condition No. 5.

The penalties for violating the standards imposed through this rezoning ordinance are found in Section 20.24 of the El Paso City Code.

ORDINANCE NO. _____

Zoning Case No: PZRZ22-00016

ADOPTED this _____ day of _____, **2022**.

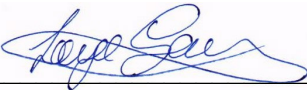
THE CITY OF EL PASO:

ATTEST:

Oscar Leeser
Mayor

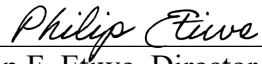
Laura D. Prine
City Clerk

APPROVED AS TO FORM:



Joyce Garcia
Assistant City Attorney

APPROVED AS TO CONTENT:



Philip F. Etiwe, Director
Planning & Inspections Department

ORDINANCE NO. _____

Zoning Case No: PZRZ22-00016

EXHIBIT "A"

Barragan And Associates Inc.

10950 Pellicano Dr., Building "F", El Paso, Texas 79935 Ph. (915) 591-5709 Fax (915) 591-5706

METES AND BOUNDS DESCRIPTION

Description of a portion of Lots 14 Through 26, Block 4, for Hughes Subdivision of Block 2, Alameda Acres, an addition to the City of El Paso County, Texas, according to the plat thereof on file in Volume 13, Page 16, Real Property Records, El Paso County, Texas, and being more particularly described as follows:

COMMENCING at a Found Original City Monument at the intersection of North Glenwood Street and Welch Avenue, from which a Found Original City Monument at a PI of Welch Avenue, bears S 83°31'51" E, a distance of 252.70 feet; **THENCE**, N 54°13'41" E, a distance of 45.00 feet to the **POINT OF BEGINNING** of this parcel;

THENCE, N 03°12'24" E (Record N 00°03'00" E), a distance of 79.99 feet to a point for a corner of this parcel;

THENCE, S 83°12'47" E (Record S 86°22'12" E), along the Northerly line of a 10' Alley, a distance of 292.81 feet to a point for a corner of this parcel;

THENCE, S 03°08'24" W (Record S 00°01'00" E), a distance of 3.01 feet to a point for a corner of this parcel;

THENCE, 104.24 feet, along an arc of a curve to the right, with a radius of 294.50 feet, an interior angle of 20°16'47", and chord which bears S 55°27'49" W (Record S 52°18'25" W), a distance of 103.69 feet to a point for a corner of this parcel;

THENCE, 65.95 feet, along said northerly Right of Way line on Welch Avenue, and along an arc of a curve to the right, with a radius of 293.13 feet, an interior angle of 12°53'25", and chord which bears S 89°55'27" W (Record S 86°55'09" W), a distance of 65.81 feet to a point for a corner of this parcel;

THENCE, N 83°28'45" W (Record S 86°38'09" W), along said Northerly line, a distance of 144.78 feet, to the **POINT OF BEGINNING** of this parcel and containing in all 0.46 acres of land more or less.

NOTES:

1. This property may be subject to easements whether of record or not. No Additional Research was performed by B&A Inc. for any reservations, restrictions, building lines, and or easements which may or may not affect this parcel.
2. Bearings shown are based on the County plat for Hughes Subdivision of Block 2, Alameda Acres.
3. Not a ground survey. For rezoning purposes only.
4. This description does not intend to be a subdivision process which may be required by local or state code, and it is the client's/owner responsibility to comply with this code if required.



Benito Barragan, Texas R.P.L.S. 5615
Barragan and Associates Inc.
Texas Surveying Firm # 10151200
September 27, 2022
5713 WELCH

NAD Compute: SURVEYS 2021-D16713 WELCH\5713 WELCH.dwg



5713 Welch Avenue

City Plan Commission — September 8, 2022 **REVISED**

REZONING



CASE NUMBER: PZR22-00016
CASE MANAGER: Luis Zamora, (915) 212-1552, ZamoraLF@elpasotexas.gov
PROPERTY OWNER: Jose Manuel Valenzuela and Maria Del Sol Covarrubias
REPRESENTATIVE: Fatima J. De Valenzuela
LOCATION: 5713 Welch Ave. (District 2)
PROPERTY AREA: 0.46 acres
REQUEST: Rezone from S-D/sp (Special Development/special permit) to M-1 (Light Manufacturing)
RELATED APPLICATIONS: None
PUBLIC INPUT: One (1) letter and one (1) call in support and three (3) calls in opposition received as of September 8, 2022

SUMMARY OF REQUEST: Applicant requests to rezone from S-D/sp (Special Development/special permit) to M-1 (Light Manufacturing) to allow for a truck parking.

SUMMARY OF STAFF'S RECOMMENDATION: Staff recommends **APPROVAL WITH CONDITIONS** of the rezoning request. The proposed development is in keeping with the character of its neighborhood and the policies of the adjacent G-7, Post-war Future Land Use designation of *Plan El Paso*, the City's adopted Comprehensive Plan. The conditions are the following:

1. No ingress and/or egress shall be permitted onto Glenwood Street.
2. No ingress and/or egress shall be permitted onto the adjacent alley to the north.
3. Sidewalks along the property are to be installed prior to any certificates of occupancy or any certificates of completion.
4. An eight-foot (8') high masonry wall shall be placed along the northern property line along the alley.
5. A ten-foot (10') landscaped buffer with high-profile native or naturalized trees of at least two-inch (2") caliper and ten feet (10') in height shall be placed at twenty feet (20') on center along the northern property line adjacent to residential zone districts or uses. The landscaped buffer shall be irrigated and maintained by the property owner at all times and shall be installed prior to the issuance of any certificates of occupancy or any certificates of completion.
6. For general warehouse or heavy truck (sales, storage, repair, and rental) type uses, a minimum 30% landscaping shall be required. The 30% landscaping shall be calculated in accordance with the El Paso City Code Section 18.46 Landscape, and shall include the landscaping required by El Paso City Code Section 18.46 Landscape and the landscaping required by condition No. 5.



Figure A. Subject Property & Immediate Surroundings

DESCRIPTION OF REQUEST: Applicant requests to rezone from S-D/sp (Special Development/special permit) to M-1 (Light Manufacturing) to allow for truck parking. Currently, the property is vacant, and the generalized plot plan shows a proposed parking lot consisting of seven (7) trailer parking spaces and seven (7) vehicular parking spaces. In addition, it shows a ten-foot (10') landscape buffer with trees along the rear property line abutting the alley. Access is from Welch Avenue.

PREVIOUS CASE HISTORY: Ordinance No. 18217 (attachment 3), dated July 29, 2014 granted Special Permit PZST13-00027, which allowed for infill development with a reduction to front, rear, and side yard setbacks as well as a parking reduction. This special permit is to be rescinded along this rezoning request due to the proposed zoning district change which will automatically terminate such special permit.

COMPATIBILITY WITH NEIGHBORHOOD CHARACTER: The subject property is surrounded to west, south, and east of general warehouse uses zoned M-1 (Light Manufacturing). Properties to the north, are zoned R-5 (Residential) and consist of single-family dwellings. Due to possible nuisances to nearby residential properties, conditions are being recommended to mitigate any negative impacts. The nearest school is Hawkins Elementary (0.35 miles) and the nearest park is San Juan Strip 3 Park (0.25 miles).

COMPLIANCE WITH PLAN EL PASO/REZONING POLICY – When evaluating whether a proposed rezoning is in accordance with Plan El Paso, consider the following factors:	
Criteria	Does the Request Comply?
<p>Future Land Use Map: Proposed zone change is compatible with the Future Land Use designation for the property:</p> <p>G-2, Traditional Neighborhood: This sector includes the remainder of central El Paso as it existed through World War II. Blocks are small and usually have rear alleys; buildings directly faced streets; schools, parks, and small shops are integrated with residential areas. This sector is well-suited for use of the SmartCode as a replacement for current zoning when planned in conjunction with specific neighborhood plans or identified in this Comprehensive Plan.</p>	<p>No. The subject property and proposed use do not align with the G-2, Traditional Neighborhood Future Land Use designation, but is consistent with the G-7, Industrial and/or Railyard Future Land Designation that surrounds it to the west, south, and east.</p>
<p>Compatibility with Surroundings: The proposed zoning district is compatible with those surrounding the site:</p> <p>M-1 (Light Manufacturing): The purpose of this district is to provide locations for light-intensity industries involving manufacturing, assembling, distribution and warehousing. It is intended that the districts will serve the entire city and will permit supporting commercial uses. The regulations of the districts are intended to preserve a light industrial nature particularly with regard to noise, smoke, odors, dust, vibrations and other noxious conditions.</p>	<p>Yes. The proposed zoning of M-1 (Light Manufacturing) matches that of properties to the west, south, and east consisting of general warehouse uses. Properties to the north, are zoned R-5 (Residential) and consist of single-family dwellings. Due to possible nuisances to these properties, conditions are being recommended to mitigate any negative impacts.</p>
<p>Preferred Development Locations: Located along an arterial (or greater street classification) or the intersection of two collectors (or greater street classification). The site for proposed rezoning is not located mid-block, resulting in it being the only property on the block with an alternative zoning district, density, use and/or land use.</p>	<p>The subject property has access from Welch Avenue, classified as a Local road per the El Paso Major Thoroughfare Plan (MTP). Although a local road, Welch Avenue mostly serves light industrial developments and connects to El Paso Street to the south across rail road tracks and to Clark Drive to the east, classified as a Collector and a Minor Arterial respectively. In addition, the subject property is surrounded by other</p>

COMPLIANCE WITH <i>PLAN EL PASO</i>/REZONING POLICY – When evaluating whether a proposed rezoning is in accordance with <i>Plan El Paso</i>, consider the following factors:	
	M-1 (Light Manufacturing) zone districts, thus ensuring it is not the only property with an alternative zoning district.
THE PROPOSED ZONING DISTRICT'S EFFECT ON THE PROPERTY AND SURROUNDING PROPERTY, AFTER EVALUATING THE FOLLOWING FACTORS:	
Historic District or Special Designations & Study Area Plans: Any historic district or other special designations that may be applicable. Any adopted small areas plans, including land-use maps in those plans.	The subject property is not located within any historic districts, other special designations, or areas with adopted study area plans.
Potential Adverse Effects: Potential adverse effects that might be caused by approval or denial of the requested rezoning.	No adverse effects are anticipated.
Natural Environment: Anticipated effects on the natural environment.	There are no anticipated effects to the natural environment.
Stability: Whether the area is stable or in transition.	The area is stable with no rezonings in the vicinity in the last 10 years, besides the subject property previous rezoning in 2014.
Socioeconomic & Physical Conditions: Any changed social, economic, or physical conditions that make the existing zoning no longer suitable for the property.	None.

ADEQUACY OF PUBLIC FACILITIES, SERVICES AND INFRASTRUCTURE: The subject property will provide access from Welch Avenue, classified as a Local road per the El Paso MTP. Although a local road, Welch Avenue mostly serves light industrial developments and connects to El Paso Street to the south across rail road tracks and to Clark Drive to the east, classified as a Collector and a Minor Arterial respectively. The street network present is appropriate for the proposed intensity. No sidewalks are existing on the subject property, but may be required during development, as sidewalks are existing along Glenwood.

SUMMARY OF DEPARTMENTAL REVIEW COMMENTS: The Planning Division is recommending multiple conditions to mitigate expected negative impacts to nearby properties.

PUBLIC COMMENT: The subject property lies within the El Paso Central Business Association, the San Juan Neighborhood Improvement Association, and the Sunrise Civic Group, which were notified of the request by the applicant. The applicant met with the San Juan Neighborhood Improvement Association and discussed the request. As required, public notice was sent to all property owners within 300 feet of the subject property on August 25, 2022. As of September 7, 2022, the Planning Division has received one (1) letter in support from the San Juan Neighborhood Improvement Association asking for construction of sidewalks along the property, and one (1) call in from a nearby neighbor in support of the rezoning with the recommended conditions by the Planning Division. In addition, three (3) phone calls in opposition to the request has been received. The calls were received from the property owners of adjacent residential properties to the north across the alley, which provided comments regarding future pollution and noises from the proposed use that will negatively impacting them. In addition, they stated to have to deal with existing trucks and forklift noises from existing businesses as well as to train horn noises, and that the existing train and truck traffic have a negative impact on the construction of their properties damaging walls.

RELATED APPLICATIONS: None.

CITY PLAN COMMISSION OPTIONS:

The purpose of the Zoning Ordinance is to promote the health, safety, morals and general welfare of the City. The City Plan Commission (CPC) has the authority to advise City Council on Zoning matters. In evaluating the request, the CPC may take any of the following actions:

1. **Recommend Approval** of the rezoning request, finding that the request is in conformance with the review criteria of *Plan El Paso* as reflected in the Staff Report, or that the request is in conformance with other criteria that the CPC identifies from the Comprehensive Plan.
2. **Recommend Approval of the rezoning request With Modifications** to bring the request into conformance with the review criteria of *Plan El Paso* as reflected in the Staff Report, or other criteria that the CPC identifies from the Comprehensive Plan. **(Staff Recommendation)**
3. **Recommend Denial** of the rezoning request, finding that the request does not conform to the review criteria of *Plan El Paso* as reflected in the Staff Report, or other criteria that the CPC identifies from the Comprehensive Plan.

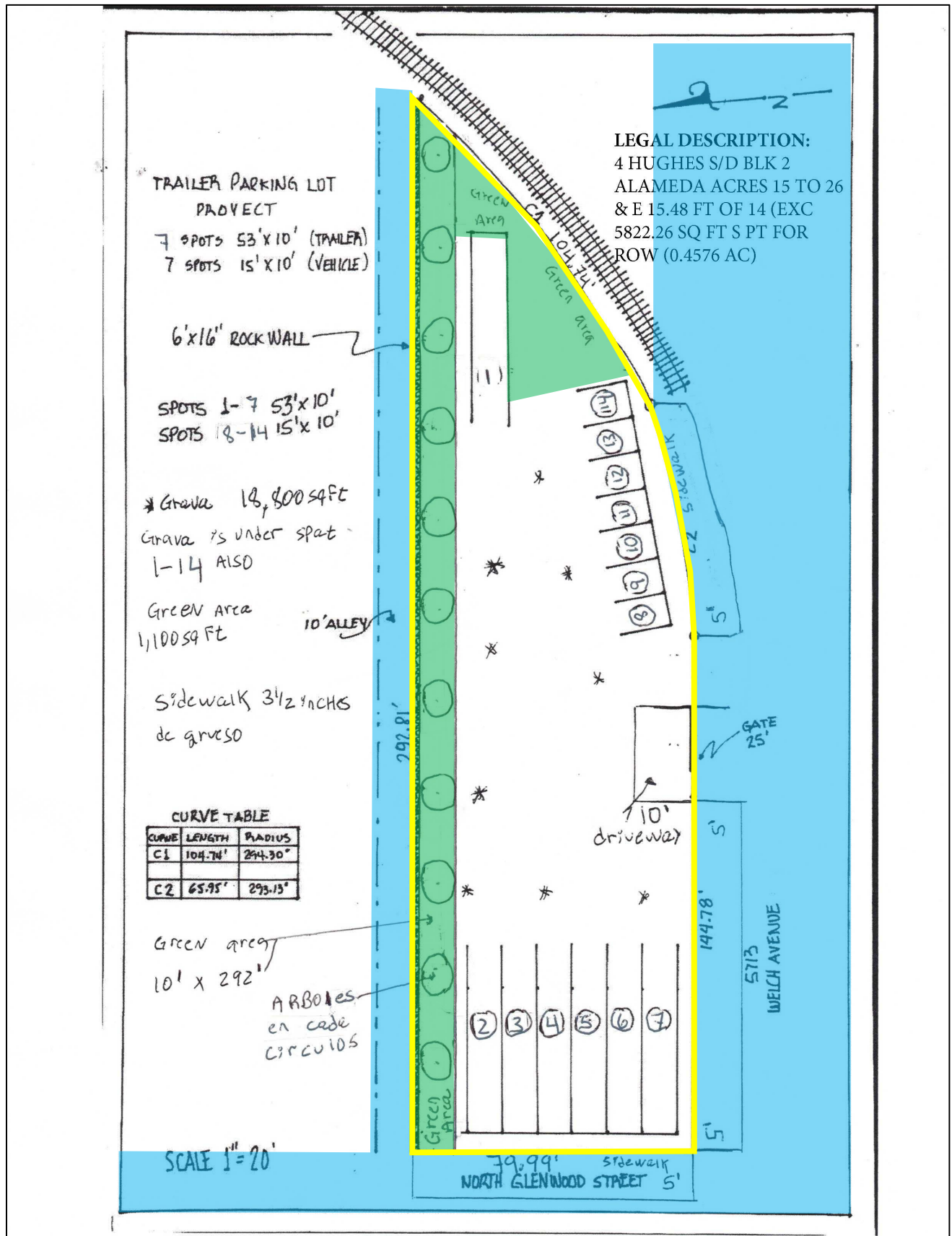
ATTACHMENTS:

1. Future Land Use Map
2. Generalized Plot Plan
3. Ordinance No. 18217
4. Department Comments
5. Neighborhood Notification Boundary Map
6. Communication in support

ATTACHMENT 1



ATTACHMENT 2



ATTACHMENT 3

018217

ORDINANCE NO. _____

AN ORDINANCE GRANTING SPECIAL PERMIT NO. PZST13-00027, TO ALLOW FOR INFILL DEVELOPMENT WITH FRONT, REAR, SIDE YARD SETBACKS AND PARKING REDUCTION ON THE PROPERTY DESCRIBED AS A PORTION OF LOTS 14-26, BLOCK 4, HUGHES SUBDIVISION, 5713-5717 WELCH AVENUE, CITY OF EL PASO, EL PASO COUNTY, TEXAS, PURSUANT TO SECTION 20.10.280 INFILL DEVELOPMENT OF THE EL PASO CITY CODE AND REPEALING ORDINANCE NO. 018182. THE PENALTY BEING AS PROVIDED FOR IN CHAPTER 20.24 OF THE EL PASO CITY CODE.

WHEREAS, Jorge Valenzuela, have applied for a Special Permit for infill development under Section 20.10.280 of the El Paso City for a front, rear, side yard setbacks and parking reduction; and,

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

WHEREAS, the City Plan Commission has recommended approval of the subject Special Permit; and,

WHEREAS, the subject Special Permit has been submitted to the City Council of the City of El Paso for review and approval; and,

WHEREAS, the City Council of the City of El Paso finds that the application conforms to all requirements of Sections 20.04.320 of the El Paso City Code; and

WHEREAS, Ordinance No. 018182 was inadvertently filed in the Official Records of El Paso County and assigned Doc# 20140040244, before the City Council conducted a public hearing, and as a result, the action identified in that ordinance is void.

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

1. That the property described as follows is in a **S-D (Special Development)** Zone District:

A portion of Lots 14-26, Block 4, Hughes Subdivision, 5713-5717 Welch Avenue, City of El Paso, El Paso County, Texas and as more particularly described by metes and bounds on the attached Exhibit "A"; and,

2. That the City Council hereby grants a Special Permit under Sections 20.04.320 of the El Paso City Code, to allow an infill development for a front, rear, side yard setbacks and parking reduction; and,

018217

ORDINANCE NO. _____

PZST13-00027

#284767_2/14-1007-1032/5713-5717 Welch Avenue-Special Permit
KMN

3. That this Special Permit is issued subject to the development standards in the **S-D (Special Development)** District regulations and is subject to the approved Detailed Site Development Plan, signed by the Applicant, the City Manager and the Executive Secretary to the City Plan Commission. A copy of this plan is attached hereto as Exhibit "B" and incorporated herein by reference for all purposes; and,
4. That if at any time the Owners fail to comply with any of the requirements of this Ordinance, Special Permit No. PZST13-00027 shall automatically terminate, and construction shall stop or occupancy shall be discontinued, until any such violation ceases; and,
5. That the Owners shall sign an Agreement incorporating the requirements of this Ordinance. Such Agreement shall be signed and filed with the Zoning Administrator and the Executive Secretary of the City Plan Commission before building permits are issued.
6. That Ordinance No. 018182 is repealed.

PASSED AND APPROVED this 29th day of July, 2014.

THE CITY OF EL PASO

Oscar Leiser
Oscar Leiser
Mayor

ATTEST:

Richarda Duffy Momsen
Richarda Duffy Momsen
City Clerk

APPROVED AS TO FORM:

Karla M. Nishan
Karla M. Nishan
Assistant City Attorney

APPROVED AS TO CONTENT:

David A. Connors
Mathew S. McElroy, Director
City Development Department

CITY CLERK DEPT.
2014 JUN 26 PM 6:00

ORDINANCE NO. 018217

PZST13-00027

#284767_2/14-1007-1032/5713-5717 Welch Avenue-Special Permit
KMN

AGREEMENT

Jorge Valenzuela, referred to in the above Ordinance, hereby agree to develop the above-described property in accordance with the approved Detailed Site Development Plan attached to same Ordinance, and in accordance with the standards identified in the **S-D (Special Development)** District regulations, and subject to all other requirements set forth in this Ordinance.

EXECUTED this 8th day of May, 2014.

Jorge Valenzuela:

By:

(name/title)

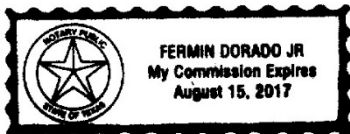
(signature)

ACKNOWLEDGMENT

THE STATE OF TEXAS)
COUNTY OF EL PASO)

This instrument is acknowledged before me on this 8th day of MAY, 2014,
by Fermin Dorado Jr. for Jorge Valenzuela, as Owner.

My Commission Expires:



Notary Public, State of Texas

Notary's Printed or Typed Name:

Fermin Dorado Jr.

ORDINANCE NO. _____

PZST13-00027

#284767/14-1007-1032/5713-5717 Welch Avenue-Special Permit
KMN

CITY CLERK DEPT.
2014 MAY 13 PM 4:53

EXHIBIT "A"

DORADO ENGINEERING, INC.

2717 E. Yandell El Paso, Texas 79903 (915) 562-0002 Fax (915) 562-7743

5713- 5717 WELCH AVENUE

Metes and Bounds description of a portion of Lots 14-26, Block 4 Hughes Subdivision, El Paso County, Texas and more particularly described as follows;

From and existing city monument located on the centerline intersection of Beacon Street and Glenwood Street, Thence South $00^{\circ}03'00''$ West along the centerline of Glenwood Street a distance of four hundred seventy eight and fifty one hundredths (478.51) feet to a point, thence South $86^{\circ}22'12''$ East a distance of twenty three and no hundredths (23.00) feet to the northwest corner of the property being described said corner lying on the easterly Right-of-Way line of Glenwood Street, said corner being the Point of Beginning for this description;

Thence South $86^{\circ}22'12''$ East along the southerly Right-of-Way line of a 10 foot alley a distance of three hundred four and eighty five hundredths (304.85) feet to a point for a corner, said corner lying on the westerly boundary line of Tract 8B1, Block 2, Ascarate Grant;

Thence South $00^{\circ}01'00''$ East along the westerly boundary line of Tract 8B1, Block 2, Ascarate Grant a distance of three and one hundredths (3.01) feet to a point for a curve to the right;

Thence along an arc of a curve to the right a distance of one hundred four and twenty three hundredths (104.23) feet, said curve having a central angle of $20^{\circ}16'45''$, a radius of two hundred ninety four and fifty hundredths (294.50) feet, a chord bearing of South $52^{\circ}18'27''$ West and a chord distance of one hundred three and sixty nine hundredths (103.69) feet to a point for a curve to the right;

Thence along an arc of curve to the right a distance of sixty five and ninety five hundredths (65.95) feet, said curve having a central angle of $12^{\circ}53'25''$, a radius of two hundred ninety three and thirteen hundredths (293.13) feet, a chord bearing of South $86^{\circ}55'09''$ West and a chord distance of sixty five and eighty one hundredths (65.81) feet to a corner on the northerly Right-of-Way line of Welch Avenue;

Thence North $86^{\circ}38'09''$ West along the northerly Right-of-Way line of Welch Avenue a distance of one hundred fifty six and eighty hundredths (156.80) feet to a point for a corner on the east Right-of-Way line of Glenwood Street;

Thence North $00^{\circ}03'00''$ East along the easterly Right-of-Way line of Glenwood Drive a distance of eighty and four hundredths (80.04) feet to the Point of Beginning for this description;

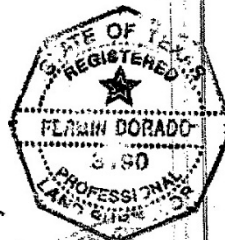
Said parcel of land contains 0.480 acres or 20,891 Sq. Ft of land more or less.

Prepared by;

Fermin Dorado

Fermin Dorado, R.P.L.S.

04.23.14



Revised April 23, 2014
April 9, 2014

S:\My Files\Jorge Valenzuela\Metes and Bounds -5713 Welch.doc

ATTACHMENT 4

Planning and Inspections Department - Planning Division

Recommend approval of the rezoning requests with the following conditions:

1. No ingress and/or egress shall be permitted onto Glenwood Street.
2. No ingress and/or egress shall be permitted onto the adjacent alley to the north.
3. Sidewalks along the property are to be installed prior to any certificates of occupancy or any certificates of completion.
4. An eight-foot (8') high masonry wall shall be placed along the northern property line along the alley.
5. A ten-foot (10') landscaped buffer with high-profile native or naturalized trees of at least two-inch (2") caliper and ten feet (10') in height shall be placed at twenty feet (20') on center along the property lines adjacent to residential zone districts or uses. The landscaped buffer shall be irrigated and maintained by the property owner at all times and shall be installed prior to the issuance of any certificates of occupancy or any certificates of completion.
6. For general warehouse or heavy truck (sales, storage, repair, and rental) type uses, a minimum 30% landscaping shall be required. The 30% landscaping shall be calculated in accordance with the El Paso City Code Section 18.46 Landscape, and shall include the landscaping required by El Paso City Code Section 18.46 Landscape and the landscaping required by condition No. 5.

Planning and Inspections Department – Plan Review & Landscaping Division

Recommend approval.

The generalized site plan is not being reviewed for conformance due to conceptual nature. No objections to proposed rezoning. At the time of submittal for building permit, the project will need to comply with all applicable provisions of the ICC, TAS and Municipal Code

Planning and Inspections Department – Land Development

Show proposed drainage flow patterns on the site plan and identify the discharge and/or storage location(s) for all storm-water runoff within the subdivision.

Note: Drainage flow patterns to be shown on site plan during building permitting.

Fire Department

Recommend approval. No adverse comments.

Police Department

No comments received.

Environmental Services

No comments received.

Streets and Maintenance Department

1. TIA not required for this application.
2. Improvements shall be made, Driveways, Sidewalks, etc. in compliance with City Designs Standards for Construction.

Note: Improvements to be required at time of building permitting.

Sun Metro

No comments received.

El Paso Water Utilities

EPWater does not object to this request.

Water:

There is an existing 8-inch diameter water main along Welch Ave. The water main is located approximately 25-ft south of the right-of-way north boundary line. This main is available for service.

There is an existing 8-inch diameter water main along Glenwood St. This water main is located approximately 7.5-feet west of the property line. This main is available for service.

EPWater records indicate one (1) 1 ½-inch vacant water service (inactive meter) serving the subject property. The address for this service is 5713 Welch Ave.

Previous water pressure from fire hydrant #05414 located in the northeast corner of Welch Ave. and Glenwood St., has yield a static pressure of 90 (psi), a residual pressure of 80 (psi), and a discharge of 919 gallons per minute. The owner should, for his own protection and at his own expense, install at the discharge side of each water meter a pressure regulator, strainer and relief valve, to be set for pressure as desired by the customer. The Lot owner shall be responsible for the operation and maintenance of the above-described water pressure regulating device.

Sanitary Sewer:

There is an existing 12-inch diameter sanitary sewer main along Welch Ave. The sanitary sewer main is located approximately 10-feet south of the north right-of-way line. This main is available for service.

There is an existing 8-inch diameter sanitary sewer main along Glenwood St. The sanitary sewer main is located approximately 25-feet east of the western right-of-way line. This main is available for service.

General:

EPWater requires a new service application to provide service to the property. New service applications are available at 1154 Hawkins, 3rd floor and should be made 6 to 8 weeks in advance of construction to ensure water for construction work. A site plan, utility plan, grading and drainage plans, landscaping plan, the legal description of the property and a certificate-of-compliance are required at the time of application. Service will be provided in accordance with the current EPWater – PSB Rules and Regulations. The applicant is responsible for the costs of any necessary on-site and off-site extensions, relocations or adjustments of water and sanitary sewer lines and appurtenances.

Stormwater:

EPWater-SW recommends using principles of low impact development (such as recessed landscaping, rainwater harvesting, porous pavement or other conservation efforts) to reduce the amount of developed stormwater runoff.

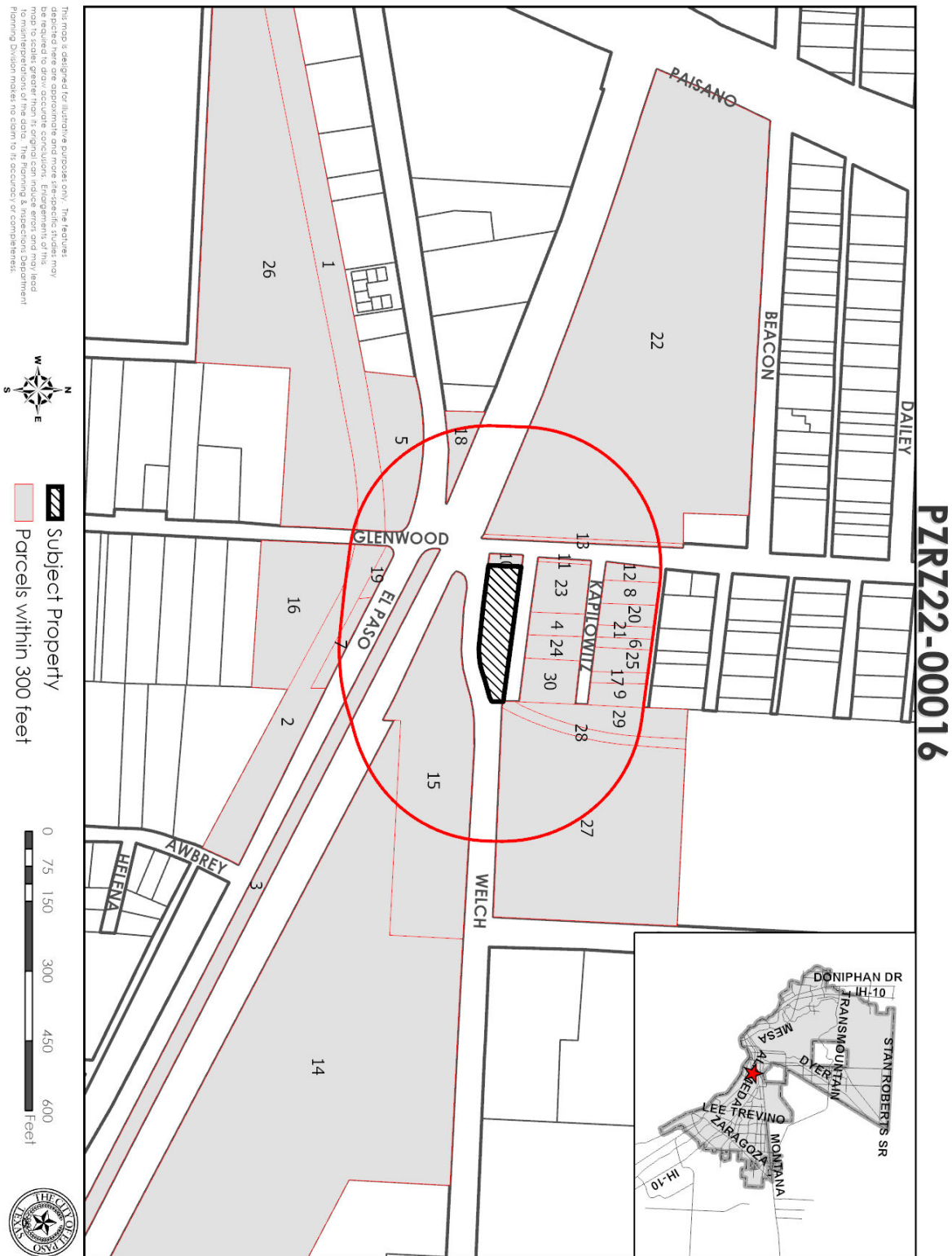
Texas Department of Transportation

No comments received.

El Paso County Water Improvement District #1

Not within the boundaries of EPCWID 1.

ATTACHMENT 5



ATTACHMENT 6

San Juan Neighborhood Improvement Association

April 04, 2022

Reference: 5713 Welch St.

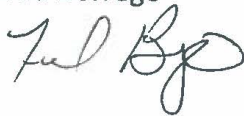
Mr Valenzuela,

The SJNIA has no problem or issues with you using your property for your trailer storage as long as you install sidewalks around your property and only use entrance on Welch street.

Welcome to our neighborhood and thank you for contacting the SJNIA.

Sincerely

Fred Borrego



President

San Juan Neighborhood Improvement Association



Legislation Text

File #: 22-1359, **Version:** 2

CITY OF EL PASO, TEXAS
LEGISTAR AGENDA ITEM SUMMARY FORM

DISTRICT, DEPARTMENT, CONTACT INFORMATION:

Please choose District and Department from drop down menu. Please post exactly as example below.

No Title's, No emails. Please use ARIAL 10 Font.

District 4

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

Planning and Inspections, Jorge Olmos, (915) 212-1607

AGENDA LANGUAGE:

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

An Ordinance vacating a 3.81 acre portion of Threadgill Avenue, Ranchito Avenue, Roanoke Avenue, Rutledge Place, and Albany Drive, located within Los Ranchitos Subdivision, City of El Paso, El Paso County, Texas.

Applicant: El Paso Water Utilities - Public Service Board, SURW22-00007

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

AGENDA DATE: October 25, 2022
PUBLIC HEARING DATE: November 8, 2022

CONTACT PERSON(S) NAME AND PHONE NUMBER: Philip F. Etiwe, (915) 212-1553
Jorge Olmos, (915) 212-1607

DISTRICT(S) AFFECTED: District 4

STRATEGIC GOAL: #3 Promote the Visual Image of El Paso

SUBGOAL: 3.2 Set one standard for infrastructure across the city

SUBJECT:

An Ordinance vacating a 3.81 acre portion of Threadgill Avenue, Ranchito Avenue, Roanoke Avenue, Rutledge Place, and Albany Drive, located within Los Ranchitos Subdivision, City of El Paso, El Paso County, Texas.

Applicant: El Paso Water Utilities – Public Service Board, SURW22-00007

BACKGROUND / DISCUSSION:

The applicant is requesting to vacate all of Ranchito Avenue, and portions of Roanoke Drive, Rutledge Place, Albany Drive, and Threadgill Avenue to allow for the development of the land into a stormwater detention facility. The City Plan Commission recommended 8-0 to approve the proposed right-of-way (ROW) vacation on May 19, 2022. The applicant has provided funds in the amount of \$515,000, the amount of the appraised market value of right-of-way (ROW) being vacated. See attached staff report for additional information.

PRIOR COUNCIL ACTION:

N/A

AMOUNT AND SOURCE OF FUNDING:

N/A

HAVE ALL AFFECTED DEPARTMENTS BEEN NOTIFIED? X YES ___ NO

PRIMARY DEPARTMENT: Planning & Inspections, Planning Division

SECONDARY DEPARTMENT: N/A

*******REQUIRED AUTHORIZATION******* **DEPARTMENT**

HEAD:

Philip Etiwe

ORDINANCE NO. _____

AN ORDINANCE VACATING A 3.81 ACRE PORTION OF THREADGILL AVENUE, RANCHITO AVENUE, ROANOKE AVENUE, RUTLEDGE PLACE, AND ALBANY DRIVE, LOCATED WITHIN *LOS RANCHITOS SUBDIVISION*, CITY OF EL PASO, EL PASO COUNTY, TEXAS

WHEREAS, the abutting property owner has requested vacation of a 3.81 ACRE PORTION OF THREADGILL AVENUE, RANCHITO AVENUE, ROANOKE AVENUE, RUTLEDGE PLACE, AND ALBANY DRIVE located within *Los Ranchitos Subdivision*, City of El Paso, El Paso County, Texas; and,

WHEREAS, after public hearing the City Plan Commission has recommended a vacation of a 3.81 acre portion of THREADGILL AVENUE, RANCHITO AVENUE, ROANOKE AVENUE, RUTLEDGE PLACE, AND ALBANY DRIVE located within *Los Ranchitos Subdivision*, City of El Paso, El Paso County, Texas, and the City Council finds that said right of way is not needed for public use and should be vacated as recommended.

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

That, in consideration of the receipt by the City of El Paso of TWENTY-FIVE AND 00/DOLLARS (\$25.00) and other good and valuable consideration, the sufficiency of which is acknowledged, 3.81 acre portion of Threadgill Avenue, Ranchito Avenue, Roanoke Avenue, Rutledge Place, and Albany located within *Los Ranchitos Subdivision*, City of El Paso, El Paso County, Texas, as further described in the attached metes and bounds description identified as Exhibit “A” and made a part hereof by reference, be and is hereby vacated, closed and abandoned, subject to the reservation of a full-width utility easement.

In addition, the City Manager is authorized to sign an instrument quitclaiming all of the City’s right, title and interest in and to such vacated right of way to the El Paso Municipal Drainage Utility, by and through the El Paso Water Utilities – Public Service Board.

(Signatures Begin on Following Page)

ORDINANCE NO. _____

ADOPTED this _____ day of _____, 2022.


THE CITY OF EL PASO:

ATTEST:

Oscar Leeser
Mayor

Laura D. Prine
City Clerk

APPROVED AS TO FORM:



Russell T. Abeln
Assistant City Attorney

APPROVED AS TO CONTENT:



Philip F. Etiwe, Director
Planning & Inspections Department

ORDINANCE NO. _____

22-1007-2955|1198992
SURW22-00007 Roanoke, Ranchito, Rutledge, Albany, and Threadgill ROW Vacation
Easement Vacation
RTA

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

THE STATE OF TEXAS }
 }
COUNTY OF EL PASO }

QUITCLAIM DEED

That in consideration of the receipt by the **CITY OF EL PASO** of Ten Dollars (\$10.00) and other valuable consideration, the sufficiency of which is acknowledged, **THE CITY OF EL PASO**, has released and quitclaimed and by these presents does release and quitclaim unto the El Paso Water Utilities – Public Service Board (the “Grantee”), all its rights, title, interest, claim and demand in and to the property which was vacated, closed and abandoned by Ordinance No. _____, passed and approved by the City Council of the City of El Paso and described as **A PORTION OF THREADGILL AVENUE, RANCHITO AVENUE, ROANOKE AVENUE, RUTLEDGE PLACE, AND ALBANY PLACE OUT OF LOS RANCHITOS SUBDIVISION, CITY OF EL PASO, EL PASO COUNTY, TEXAS**, which is more fully described in the attached metes and bounds description, identified as Exhibit “A” and in the attached survey identified as Exhibit “B” and made a part hereof by reference.

WITNESS the following signatures and seal this _____ day of _____, 2022.


CITY OF EL PASO:

ATTEST:

Tomás González, City Manager

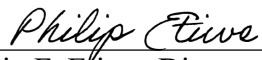
Laura D. Prine, City Clerk

APPROVED AS TO FORM:



Russell T. Abeln
Assistant City Attorney

APPROVED AS TO CONTENT:



Philip F. Etiwe, Director
Planning and Inspections Department

(Acknowledgement on following page)

ACKNOWLEDGMENT

[illegible]

This instrument is acknowledged before me on this _____ day of _____, 2022,
by Tomás González, as City Manager for the CITY OF EL PASO.

Notary Public, State of Texas
Notary's Printed or Typed Name:

My Commission Expires:

AFTER FILING RETURN TO:
El Paso Water Utilities – Public
Service Board
1154 Hawkins Blvd
El Paso, Texas 79925

ORDINANCE NO. _____
 SURW22-00007 Roanoke, Ranchito, Rutledge, Albany, and Threadgill
 ROW Vacation
 RTA

Barragan And Associates Inc.

10950 Pellicano Dr., Building "F", El Paso, Texas 79935 Ph. (915) 591-5709 Fax (915) 591-5706

PARCEL-1 DESCRIPTION

Description of a portion of Threadgill Avenue right-of-way within Los Ranchitos Subdivision, City of El Paso, El Paso County, Texas, filed for record in Volume 2, Page 4, Plat Records of El Paso County, Texas, and being more particularly described as follows:

COMMENCING at a found square bolt being the common corner of Sections 1, 6, 38 and 43, Block 1, Township 1, T&P Railway Co. Surveys, El Paso County, Texas; **THENCE**, N 88° 01' 56" W (S 88° 49' 00" W – Record), along the common section line of said Sections 1 and 38, a distance of 1221.06 feet to a point on the southeasterly most corner of Los Ranchitos Subdivision; **THENCE**, N 01° 58' 04" E (N 01° 11' 00" W – Record), leaving said common section line along the easterly line of Los Ranchitos Subdivision, a distance of 22.00 feet to the **POINT OF BEGINNING** of this description;

THENCE, N 88° 01' 56" W, leaving said easterly line of Los Ranchitos Subdivision, a distance of 1642.35 feet to a point;

THENCE, N 01° 58' 04" E, a distance of 8.00 feet to a point on the northerly right-of-way line of Threadgill Avenue;

THENCE, along the northerly right-of-way line of Threadgill Avenue, the following two (2) calls:

S 88° 01' 56" E (N 88° 49' 00" E – Record), a distance of 182.20 feet to a point;

N 01° 58' 04" E (N 01° 11' 00" W – Record), a distance of 15.00 feet to a point;

THENCE, S 88° 01' 56" E (N 88° 49' 00" E – Record), passing along the northerly right-of-way line of Threadgill Avenue, a distance of 1460.15 feet to a point on the easterly line of Los Ranchitos Subdivision;

THENCE, S 01° 58' 04" W (S 01° 11' 00" E – Record), along said easterly line of Los Ranchitos Subdivision, a distance of 23.00 feet to the **POINT OF BEGINNING** of this description and containing in all 0.80 acres more or less.

NOTES:

1. May be subject to easements whether of record or not. No Additional Research was performed by B&A Inc. for any reservations, restrictions, building lines, and or easements which may or may not affect this parcel.
2. Bearings shown are grid bearings derived from RTK Observations to the Texas CO-OP Network. Referred to the Texas Coordinate System (NAD 83) Central Zone. Distances are ground distances and may be converted to grid dividing by 1.000231.
3. This description does not intend to be a subdivision process which may be required by local or state code, and it is the client's/owner responsibility to comply with this code if required.
4. A survey of even revised date accompanies this description.



Benito Barragan, Registered Professional Surveyor No. 5615,
Barragan and Associates Inc.
Texas Surveying Firm # 10151200
January 28, 2022 (Revised Date: March 18, 2022)
Parcel 1 – Will Ruth – R.O.W. Vacating
Job No. 211228-02

Plat of Survey

LEGEND

- ⊙ — FOUND ORIGINAL SECTION CORNER
- — DESCRIPTION CORNER
- — CALCULATED POINT

FOUND NAIL
IN 1-1/2" PIPE

29 42
38 43

FOUND NAIL
IN 1-1/2" PIPE
MCCOMB STREET
N01°58'16"E S292.74'
(N01°11'00"W - RECORD)

SECTION 38, BLOCK 81,
TOWNSHIP 1,
T&P RAILWAY CO.
SURVEYS,
EL PASO COUNTY, TEXAS

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T&P RAILWAY CO.
SURVEYS,
EL PASO COUNTY, TEXAS

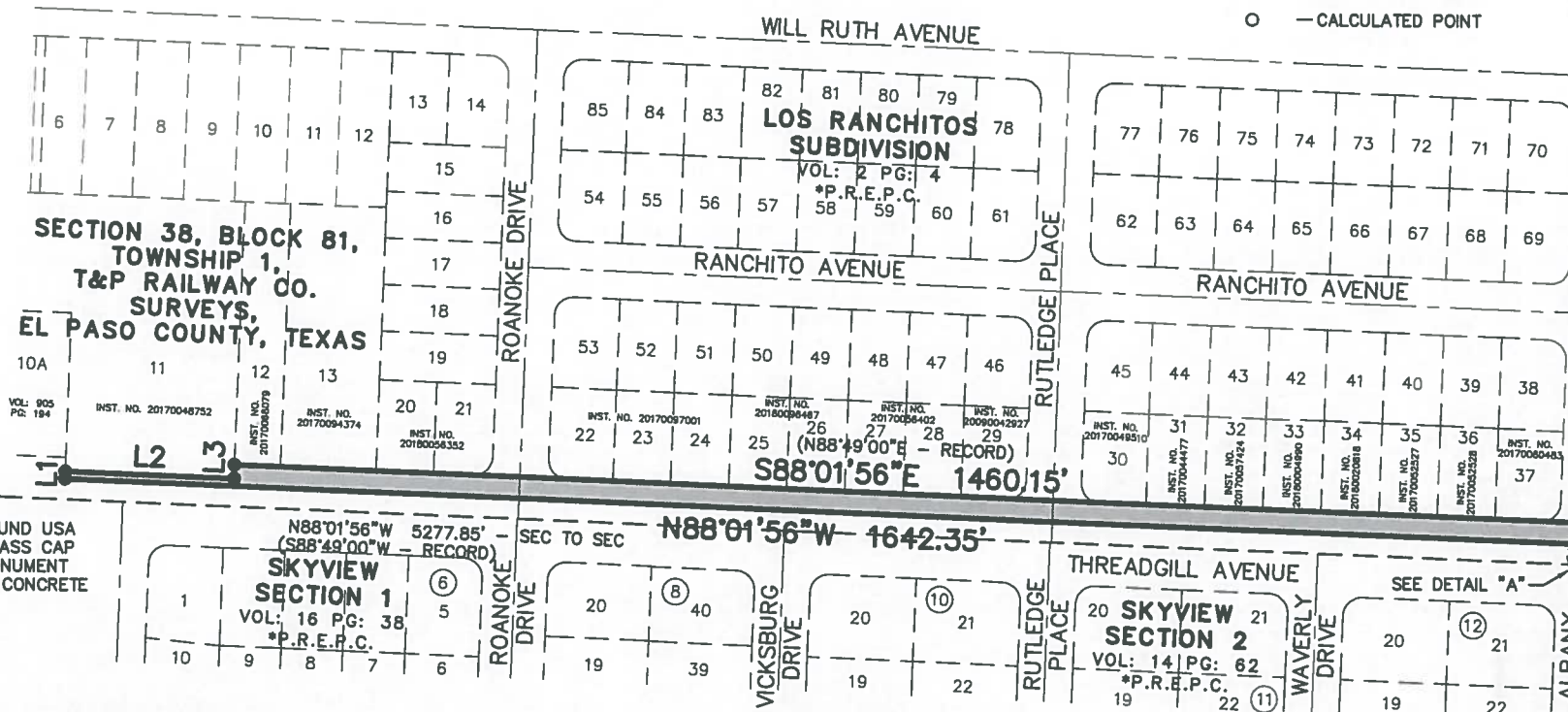
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TOWNSHIP 1,
T&P RAILWAY CO.
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SURVEYS,
EL PASO COUNTY, TEXAS

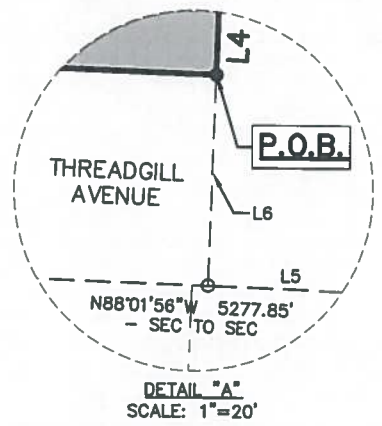
SECTION 38, BLOCK 81,
TOWNSHIP 1,
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SURVEYS,
EL PASO COUNTY, TEXAS

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TOWNSHIP 1,
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SURVEYS,
EL PASO COUNTY, TEXAS

SECTION 38, BLOCK 81,
TOWNSHIP 1,
T&P RAILWAY CO.
SURVEYS,
EL PASO COUNTY, TEXAS



LINE TABLE			
LINE	BEARING	LENGTH	(RECORD)
L1	N01°58'04"E	8.00'	-
L2	S88°01'56"E	182.20'	(N88°49'00"E - RECORD)
L3	N01°58'04"E	15.00'	(N01°11'00"W - RECORD)
L4	S01°58'04"W	23.00'	(S01°11'00"E - RECORD)
L5	N88°01'56"W	1221.06'	(S88°49'00"W - RECORD)
L6	N01°58'04"E	22.00'	(N01°11'00"W - RECORD)



GRID

1 inch = 200 ft.



Benito Barragan TX, R.P.L.S. No. 5615
Copy Rights ©

- *R.P.R.E.P.C. = REAL PROPERTY RECORDS OF EL PASO COUNTY, TEXAS
- NOTES:**
- BEARINGS SHOWN ARE GRID BEARINGS DERIVED FROM RTK OBSERVATIONS TO THE TEXAS CO-OP NETWORK. REFERRED TO THE TEXAS COORDINATE SYSTEM (NAD 83) CENTRAL ZONE. DISTANCES ARE GROUND AND CAN BE CONVERTED TO GRID DIVIDING BY 1.000231.
 - MAY BE SUBJECT TO EASEMENTS WHETHER OF RECORD OR NOT. NO ADDITIONAL RESEARCH WAS PERFORMED BY B&A INC. FOR ANY RESERVATION, BUILDING AND UTILITY LINES, AND OR EASEMENTS WHICH MAY OR MAY NOT AFFECT SUBJECT PARCEL.
 - THIS SURVEY WAS DONE WITHOUT THE BENEFIT OF A TITLE COMMITMENT.
 - A WRITTEN DESCRIPTION OF EVEN REVISED DATE ACCOMPANIES THIS SURVEY. NO POINTS SET.

Barragan & Associates Inc.

LAND PLANNING & SURVEYING
TEXAS SURVEYING FIRM# 10151200
10950 Palicoma Dr. Building-F,
El Paso, TX 79935
Phone (915) 591-5709 Fax (915) 591-5708

PROJECT:	WILL RUTH - R.O.W. VACATING
JOB NUMBER:	211228-02
DATE:	JANUARY 28, 2022 (REVISED: MARCH 18, 2022)
SCALE:	1"=200'
SURVEYOR:	BENITO BARRAGAN
TECHNICIAN:	BRAYAN TACLE
DRAWING:	BRAYAN TACLE
FIELD NOTES:	
PARTY CHIEF:	
FIELD BOOKS:	

PARCEL-1
A PORTION OF THREADGILL AVENUE
RIGHT-OF-WAY WITHIN
LOS RANCHITOS SUBDIVISION,
CITY OF EL PASO,
EL PASO COUNTY, TEXAS.

AREA: 0.80 ACRES ±

Barragan And Associates Inc.

10950 Pellicano Dr., Building "F", El Paso, Texas 79935 Ph. (915) 591-5709 Fax (915) 591-5706

PARCEL-2
DESCRIPTION

Description of a portion of Roanoke Drive right-of-way between Threadgill Avenue and Will Ruth Avenue, within Los Ranchitos Subdivision, City of El Paso, El Paso County, Texas, filed for record in Volume 2, Page 4, Plat Records of El Paso County, Texas, and being more particularly described as follows:

COMMENCING at a found square bolt being the common corner of Sections 1, 6, 38 and 43, Block 1, Township 1, T&P Railway Co. Surveys, El Paso County, Texas; **THENCE**, N 88° 01' 56" W (S 88° 49' 00" W – Record), along the common section line of said Sections 1 and 38, a distance of 2322.86 feet to a point; **THENCE**, N 01° 58' 04" E, leaving said common section line, a distance of 45.00 feet to a point on the northerly right-of-way line of Threadgill Avenue, said point being the **POINT OF BEGINNING** of this description;

THENCE, N 88° 01' 56" W, a distance of 100.00 feet to a point on said northerly right-of-way line of Threadgill Avenue, being the beginning of a curve;

THENCE, 31.42 feet, leaving said northerly right-of-way line of Threadgill Avenue along an arc of a curve to the left with a radius of 20.00 feet, an interior angle of 90° 00' 00", and a chord which bears N 46° 58' 04" E, a distance of 28.28 feet to a point on the westerly right-of-way line of Roanoke Drive;

THENCE, N 01° 58' 04" E (N 01° 11' 00" W – Record), along the westerly right-of-way line of Roanoke Drive, a distance of 410.00 feet to a point being the beginning of a curve;

THENCE, 31.42 feet, leaving said westerly right-of-way line of Roanoke Drive, along an arc of a curve to the left with a radius of 20.00 feet, an interior angle of 90° 00' 00", and a chord which bears N 43° 01' 56" W, a distance of 28.28 feet to a point on the southerly right-of-way line of Will Ruth Avenue;

THENCE, S 88° 01' 56" E, a distance of 100.00 feet to a point on said southerly right-of-way line of Will Ruth Avenue, being the beginning of a curve;

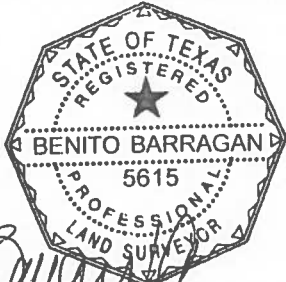
THENCE, 31.42 feet, leaving said southerly right-of-way line of Will Ruth Avenue, along an arc of a curve to the left with a radius of 20.00 feet, an interior angle of 90° 00' 00", and a chord which bears S 46° 58' 03" W, a distance of 28.28 feet to a point on the easterly right-of-way line of Roanoke Drive;

THENCE, S 01° 58' 04" W (S 01° 11' 00" E – Record), passing along said easterly right-of-way line of Roanoke Drive, a distance of 410.00 feet to a point on said easterly right-of-way line of Roanoke Drive, being the beginning of a curve;

THENCE, 31.42 feet, leaving said easterly right-of-way line of Roanoke Drive along an arc of a curve to the left with a radius of 20.00 feet, an interior angle of 90° 00' 00", and a chord which bears S 43° 01' 56" E, a distance of 28.28 feet to the **POINT OF BEGINNING** of this description and containing in all 0.63 acres more or less.

NOTES:

- 1. May be subject to easements whether of record or not. No Additional Research was performed by B&A Inc. for any reservations, restrictions, building lines, and or easements which may or may not affect this parcel.
- 2. Bearings shown are grid bearings derived from RTK Observations to the Texas CO-OP Network. Referred to the Texas Coordinate System (NAD 83) Central Zone. Distances are ground distances and may be converted to grid dividing by 1.000231.
- 3. This description does not intend to be a subdivision process which may be required by local or state code, and it is the client's/owner responsibility to comply with this code if required.
- 4. A survey of even date accompanies this description.



Benito Barragan T&P R.P.L.S 5615,
Barragan and Associates Inc.
Texas Surveying Firm # 10151200
January 28, 2022
Parcel 2 – Will Ruth – R.O.W. Vacating
Job No. 211228-02

Plat of Survey

WILL RUTH AVENUE

29 42
38 43
FOUND NAIL PIPE IN 1-1/2"



GRID

1 inch = 100 ft.

LEGEND

- ◻ — FOUND ORIGINAL SECTION CORNER
- — DESCRIPTION CORNER
- — CALCULATED POINT

LOS RANCHITOS SUBDIVISION REPLAT
VOL: 36 PG: 12
*P.R.E.P.C.

**SECTION 38, BLOCK 81,
TOWNSHIP 1,
T&P RAILWAY CO.
SURVEYS,
EL PASO COUNTY, TEXAS**

LOS RANCHITOS SUBDIVISION
VOL: 2 PG: 4
*P.R.E.P.C.

LOS RANCHITOS SUBDIVISION
VOL: 2 PG: 4
*P.R.E.P.C.

LOS RANCHITOS SUBDIVISION
VOL: 2 PG: 4
*P.R.E.P.C.

(N01°11'00"W - RECORD)
N01°58'04"E 410.00'

(S01°11'00"E - RECORD)
S01°58'04"W 410.00'

(N01°11'00"W - RECORD)
N01°58'18"E 5292.74'

(S88°49'00"W - RECORD)
N88°01'56"W 5277.85' - SEC TO SEC
(S88°49'00"W

(S88°49'00"W - RECORD)
N88°01'56"W 2322.88'

37 38
2 1
FOUND USA BRASS CAP MONUMENT IN CONCRETE

38 43
1 6
FOUND SQUARE BOLT

*R.P.R.E.P.C. = REAL PROPERTY RECORDS OF EL PASO COUNTY, TEXAS

- NOTES:**
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 - THIS SURVEY WAS DONE WITHOUT THE BENEFIT OF A TITLE COMMITMENT. A WRITTEN DESCRIPTION OF EVEN DATE ACCOMPANIES THIS SURVEY. NO POINTS SET.



SKYVIEW SECTION 1
VOL: 16 PG: 38
*P.R.E.P.C.

SKYVIEW SECTION 2
VOL: 14 PG: 62
*P.R.E.P.C.

Barragan & Associates Inc.

LAND PLANNING & SURVEYING
TEXAS SURVEYING FIRM# 10161200
10950 Pelicano Dr. Building-F,
El Paso, Tx 79935
Phone (915) 591-5709 Fax (915) 591-5708

PROJECT: WILL RUTH - R.O.W. VACATING
JOB NUMBER: 211228-02
JANUARY 28, 2022
SCALE: 1"=100'
SURVEYOR: BENITO BARRAGAN
TECHNICIAN: BRAYAN TAGLE
DRAWING: BRAYAN TAGLE
FIELD NOTES:
PARTY CHIEF:
FIELD BOOKS:

CURVE TABLE				
CURVE	LENGTH	RADIUS	TANGENT	DELTA
C1	31.42'	20.00'	20.00'	90°00'00"
C2	31.42'	20.00'	20.00'	90°00'00"
C3	31.42'	20.00'	20.00'	90°00'00"
C4	31.42'	20.00'	20.00'	90°00'00"
CHORD				
BEARING				
				N46°58'04"E
				N43°01'56"W
				S46°58'04"W
				S43°01'56"E

LINE TABLE		LENGTH
LINE	BEARING	LENGTH
L1	N88°01'56"W	100.00'
L2	S88°01'56"E	100.00'
L3	N01°58'04"E	45.00'

Prepared by and under supervision of:



Benito Barragan, R.P.L.S. No. 5615
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PARCEL-2
A PORTION OF ROANOKE DRIVE
RIGHT-OF-WAY BETWEEN THREADGILL
AVENUE AND WILL RUTH AVENUE,
WITHIN
LOS RANCHITOS SUBDIVISION,
CITY OF EL PASO,
EL PASO COUNTY, TEXAS.

AREA: 0.63 ACRES ±

Barragan And Associates Inc.

10950 Pellicano Dr., Building "F", El Paso, Texas 79935 Ph. (915) 591-5709 Fax (915) 591-5706

PARCEL-3 DESCRIPTION

Description of a portion of Ranchito Avenue right-of-way between Roanoke Drive and Rutledge Place, within Los Ranchitos Subdivision, City of El Paso, El Paso County, Texas, filed for record in Volume 2, Page 4, Plat Records of El Paso County, Texas, and being more particularly described as follows:

COMMENCING at a found square bolt being the common corner of Sections 1, 6, 38 and 43, Block 1, Township 1, T&P Railway Co. Surveys, El Paso County, Texas; **THENCE**, N 88° 01' 56" W (S 88° 49' 00" W – Record), along the common section line of said Sections 1 and 38, a distance of 1826.96 feet to a point; **THENCE**, N 01° 58' 04" E (N 01° 11' 00" W – Record), leaving said common section line and passing along the westerly right-of-way line of Rutledge Place, a distance of 220.00 feet to a point on said westerly right-of-way line of Rutledge Place, said point being the **POINT OF BEGINNING** of this description;

THENCE, 31.42 feet, leaving said westerly right-of-way line of Rutledge Place along an arc of a curve to the left with a radius of 20.00 feet, an interior angle of 90° 00' 00", and a chord which bears N 43° 01' 56" W, a distance of 28.28 feet to a point on the southerly right-of-way line of Ranchito Avenue;

THENCE, N 88° 01' 56" W (S 88° 49' 00" W – Record), along said southerly right-of-way line of Ranchito Avenue, a distance of 475.90 feet to a point, being the beginning of a curve;

THENCE, 31.42 feet, leaving said southerly right-of-way line of Ranchito Avenue along an arc of a curve to the left with a radius of 20.00 feet, an interior angle of 90° 00' 00", and a chord which bears S 46° 58' 04" W, a distance of 28.28 feet to a point on the easterly right-of-way line of Roanoke Drive;

THENCE, N 01° 58' 04" E, a distance of 100.00 feet to a point on the easterly right-of-way line of Roanoke Drive, being the beginning of a curve;

THENCE, 31.42 feet, leaving said easterly right-of-way line of Roanoke Drive along an arc of a curve to the left with a radius of 20.00 feet, an interior angle of 90° 00' 00", and a chord which bears S 43° 01' 56" E, a distance of 28.28 feet to a point on the northerly right-of-way line of Ranchito Avenue;

THENCE, S 88° 01' 56" E (N 88° 49' 00" E – Record), along said northerly right-of-way line of Ranchito Avenue, a distance of 475.90 feet to a point being the beginning of a curve;

THENCE, 31.42 feet, leaving said northerly right-of-way line of Ranchito Avenue along an arc of a curve to the left with a radius of 20.00 feet, an interior angle of 90° 00' 00", and a chord which bears N 46° 58' 04" E, a distance of 28.28 feet to a point on the westerly right-of-way line of Rutledge Place;

THENCE, S 01° 58' 04" W, a distance of 100.00 feet to the **POINT OF BEGINNING** of this description and containing in all 0.72 acres more or less.

NOTES:

1. This property may be subject to easements whether of record or not. No Additional Research was performed by B&A Inc. for any reservations, restrictions, building lines, and or easements which may or may not affect this parcel.
2. Bearings shown are grid bearings derived from RTK Observations to the Texas CO-OP Network. Referred to the Texas Coordinate System (NAD 83) Central Zone. Distances are ground distances and may be converted to grid dividing by 1.000231.
3. This description does not intend to be a subdivision process which may be required by local or state code, and it is the client's/owner responsibility to comply with this code if required.
4. A survey of even date accompanies this description.



Benito Barragan TX R.P.L.S 5615,
Barragan and Associates Inc.
Texas Surveying Firm #10151200
January 28, 2022
Parcel 3 – Will Ruth – R.O.W. Vacating
Job No. 211228-02

NAC Computer\WILL RUTH_SURVEYS AND M&B\5\ROW VACATING\PARCEL 3-WILL RUTH_ROW VACATING.dwg

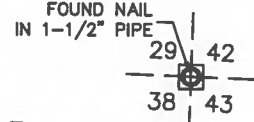
830

LEGEND

- — FOUND ORIGINAL SECTION CORNER
- — DESCRIPTION CORNER
- — CALCULATED POINT

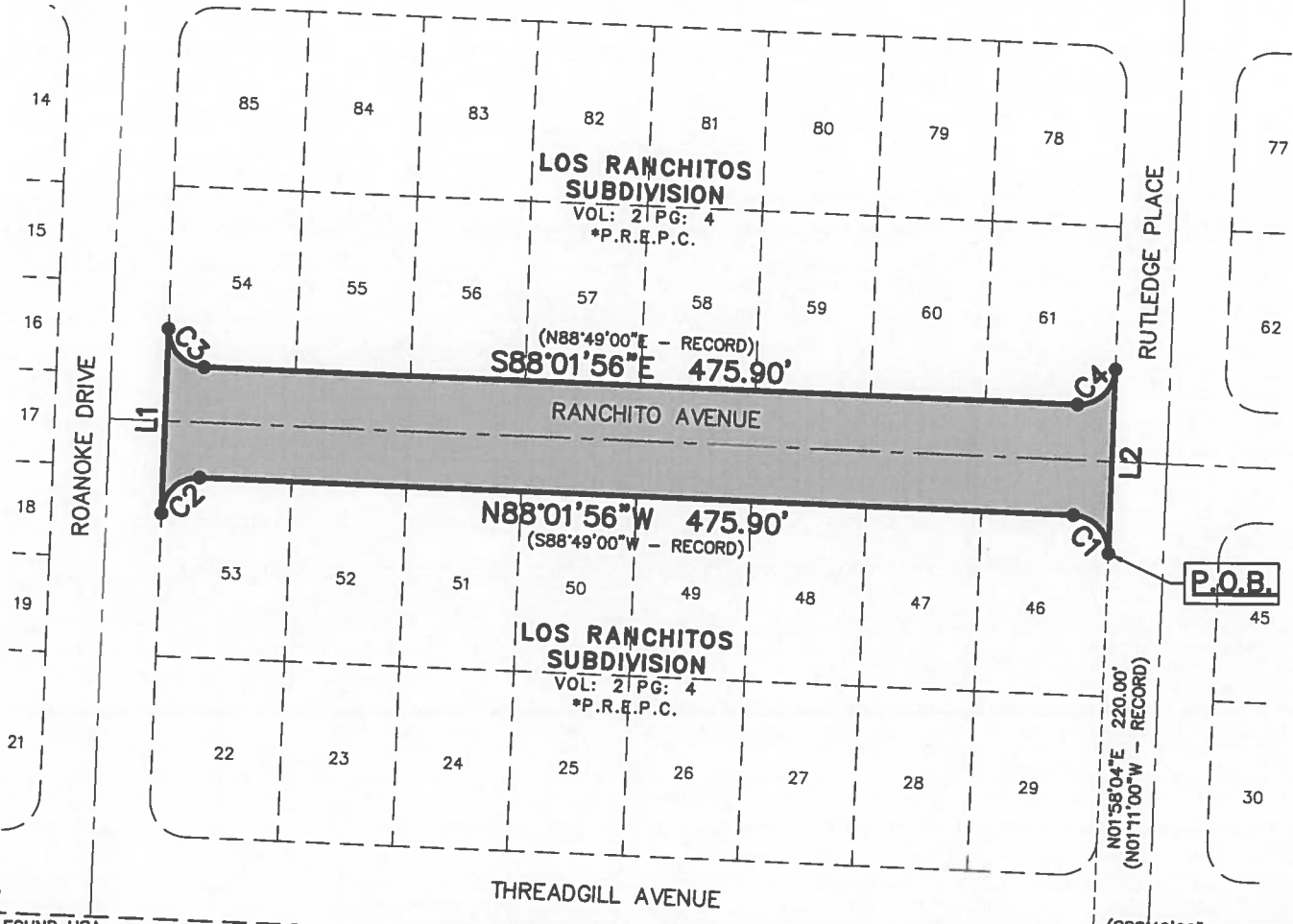
Plat of Survey

WILL RUTH AVENUE



GRID

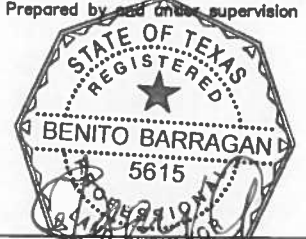
1 inch = 100 ft.



CURVE TABLE				
CURVE	LENGTH	RADIUS	TANGENT	DELTA
C1	31.42'	20.00'	20.00'	90°00'00"
C2	31.42'	20.00'	20.00'	90°00'00"
C3	31.42'	20.00'	20.00'	90°00'00"
C4	31.42'	20.00'	20.00'	90°00'00"

LINE TABLE		
LINE	BEARING	LENGTH
L1	N01°58'04"E	100.00'
L2	S01°58'04"W	100.00'

Prepared by and under supervision of:



Benito Barragan, P.L.S. No. 5615
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*R.P.R.E.P.C. = REAL PROPERTY RECORDS OF EL PASO COUNTY, TEXAS

NOTES:

- BEARINGS SHOWN ARE GRID BEARINGS DERIVED FROM RTK OBSERVATIONS TO THE TEXAS CO-OP NETWORK. REFERRED TO THE TEXAS COORDINATE SYSTEM (NAD 83) CENTRAL ZONE. DISTANCES ARE GROUND AND CAN BE CONVERTED TO GRID DIVIDING BY 1.000231.
- MAY BE SUBJECT TO EASEMENTS WHETHER OF RECORD OR NOT. NO ADDITIONAL RESEARCH WAS PERFORMED BY B&A INC. FOR ANY RESERVATION, BUILDING AND UTILITY LINES, AND OR EASEMENTS WHICH MAY OR MAY NOT AFFECT SUBJECT PARCEL.
- THIS SURVEY WAS DONE WITHOUT THE BENEFIT OF A TITLE COMMITMENT. A WRITTEN DESCRIPTION OF EVEN DATE ACCOMPANIES THIS SURVEY. NO POINTS SET.

20

10

21

SKYVIEW
SECTION 2

Barragan
&
Associates Inc.

LAND PLANNING & SURVEYING
TEXAS SURVEYING FIRM # 10151200
10950 Pelicano Dr. Building-F,
El Paso, Tx 79935
Phone (915) 591-5709 Fax (915) 591-5708

PROJECT: WILL RUTH - R.O.W. VACATING
JOB NUMBER: 211228-02
JANUARY 28, 2022
SCALE: 1"=100'
SURVEYOR: BENITO BARRAGAN
TECHNICIAN: BRAYAN TAGLE
DRAWING: BRAYAN TAGLE
FIELD NOTES:
PARTY CHIEF:
FIELD BOOKS:

PARCEL-3
A PORTION OF RANCHITO AVENUE
RIGHT-OF-WAY BETWEEN ROANOKE
DRIVE AND RUTLEDGE PLACE,
WITHIN
LOS RANCHITOS SUBDIVISION,
CITY OF EL PASO,
EL PASO COUNTY, TEXAS.
AREA: 0.72 ACRES ±
SHEET 2 OF 2

Barragan And Associates Inc.

10950 Pellicano Dr., Building "F", El Paso, Texas 79935 Ph. (915) 591-5709 Fax (915) 591-5706

PARCEL-4
DESCRIPTION

Description of a portion of Rutledge Place right-of-way between Threadgill Avenue and Will Ruth Avenue, within Los Ranchitos Subdivision, City of El Paso, El Paso County, Texas, filed for record in Volume 2, Page 4, Plat Records of El Paso County, Texas, and being more particularly described as follows:

COMMENCING at a found square bolt being the common corner of Sections 1, 6, 38 and 43, Block 1, Township 1, T&P Railway Co. Surveys, El Paso County, Texas; **THENCE**, N 88° 01' 56" W (S 88° 49' 00" W – Record), along the common section line of said Sections 1 and 38, a distance of 1746.96 feet to a point; **THENCE**, N 01° 58' 04" E, leaving said common section line, a distance of 45.00 feet to a point on the northerly right-of-way line of Threadgill Avenue, said point being the **POINT OF BEGINNING** of this description;

THENCE, N 88° 01' 56" W, a distance of 100.00 feet to a point on said northerly right-of-way line of Threadgill Avenue, being the beginning of a curve;

THENCE, 31.42 feet, leaving said northerly right-of-way line of Threadgill Avenue along an arc of a curve to the left with a radius of 20.00 feet, an interior angle of 90° 00' 00", and a chord which bears N 46° 58' 04" E, a distance of 28.28 feet to a point on the westerly right-of-way line of Rutledge Place;

THENCE, N 01° 58' 04" E (N 01° 11' 00" W – Record), passing along said westerly right-of-way line of Rutledge Place, a distance of 410.00 feet to a point on said westerly right-of-way line of Rutledge Place, being the beginning of a curve;

THENCE, 31.42 feet, leaving said westerly right-of-way line of Rutledge Place along an arc of a curve to the left with a radius of 20.00 feet, an interior angle of 90° 00' 00", and a chord which bears N 43° 01' 56" W, a distance of 28.28 feet to a point on the southerly right-of-way line of Will Ruth Avenue;

THENCE, S 88° 01' 56" E, a distance of 100.00 feet to a point on said southerly right-of-way line of Will Ruth Avenue, being the beginning of a curve;

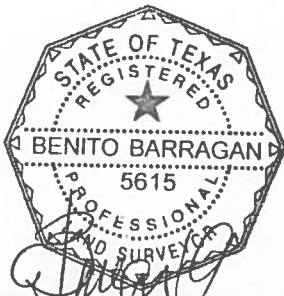
THENCE, 31.42 feet, leaving said southerly right-of-way line of Will Ruth Avenue along an arc of a curve to the left with a radius of 20.00 feet, an interior angle of 90° 00' 00", and a chord which bears S 46° 58' 04" W, a distance of 28.28 feet to a point on the easterly right-of-way line of Rutledge Place;

THENCE, S 01° 58' 04" W (S 01° 11' 00" E – Record), passing along said easterly right-of-way line of Rutledge Place, a distance of 410.00 feet to a point on said easterly right-of-way line of Rutledge Place, being the beginning of a curve;

THENCE, 31.42 feet, leaving said easterly right-of-way line of Rutledge Place along an arc of a curve to the left with a radius of 20.00 feet, an interior angle of 90° 00' 00", and a chord which bears S 43° 01' 56" E, a distance of 28.28 feet to the **POINT OF BEGINNING** of this description and containing in all 0.63 acres more or less.

NOTES:

1. This property may be subject to easements whether of record or not. No Additional Research was performed by B&A Inc. for any reservations, restrictions, building lines, and or easements which may or may not affect this parcel.
2. Bearings shown are grid bearings derived from RTK Observations to the Texas CO-OP Network. Referred to the Texas Coordinate System (NAD 83) Central Zone. Distances are ground distances and may be converted to grid dividing by 1.000231.
3. This description does not intend to be a subdivision process which may be required by local or state code, and it is the client's/owner responsibility to comply with this code if required.
4. A survey of even date accompanies this description.



Benito Barragan T.K.R.P.L.S 5615,
Barragan and Associates Inc.
Texas Surveying Firm # 10151200
January 28, 2022
Parcel 4 – Will Ruth – R.O.W. Vacating
Job No. 211228-02

N:\C Computer\WILL RUTH SURVEYS AND M&B\ROW VACATING\PARCEL 4-WILL RUTH_ROW VACATING.dwg

7832

LEGEND

- - FOUND ORIGINAL SECTION CORNER
- - DESCRIPTION CORNER
- - CALCULATED POINT

Plat of Survey

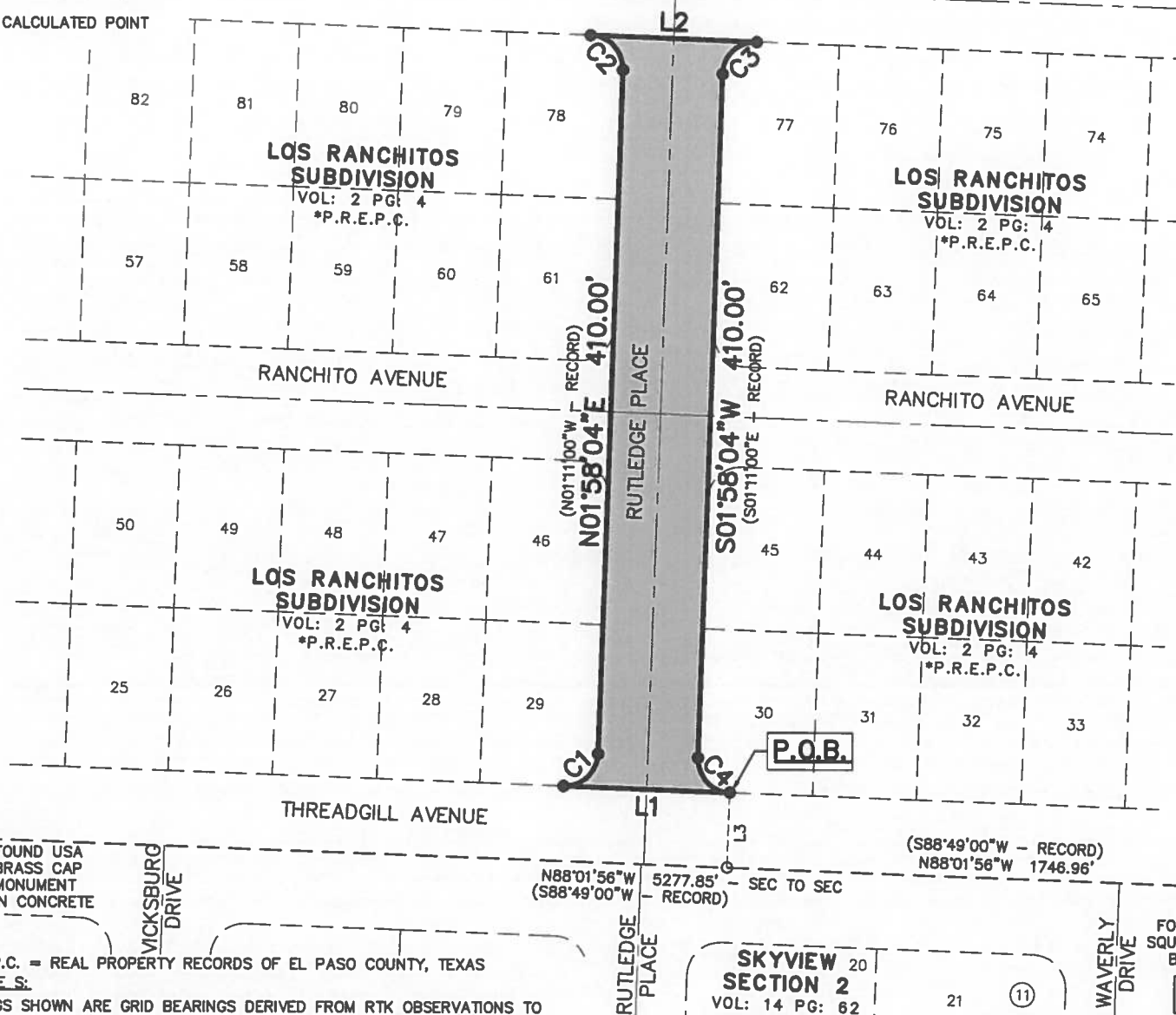
FOUND NAIL
IN 1-1/2" PIPE

29 42
38 43



GRID

1 inch = 100 ft.



(N01°11'00\"W - RECORD)
N01°58'18\"E 5292.74'

CURVE TABLE				
CURVE	LENGTH	RADIUS	TANGENT	DELTA
C1	31.42'	20.00'	20.00'	90°00'00"
C2	31.42'	20.00'	20.00'	90°00'00"
C3	31.42'	20.00'	20.00'	90°00'00"
C4	31.42'	20.00'	20.00'	90°00'00"

CHORD				
CHORD	BEARING	DELTA	TANGENT	DELTA
28.28'	N46°58'04\"E	90°00'00"	20.00'	90°00'00"
28.28'	N43°01'56\"W	90°00'00"	20.00'	90°00'00"
28.28'	S46°58'04\"W	90°00'00"	20.00'	90°00'00"
28.28'	S43°01'56\"E	90°00'00"	20.00'	90°00'00"

LINE TABLE		
LINE	BEARING	LENGTH
L1	N88°01'56\"W	100.00'
L2	S88°01'56\"E	100.00'
L3	N01°58'04\"E	45.00'

37 38
2 1
FOUND USA
BRASS CAP
MONUMENT
IN CONCRETE

*R.P.R.E.P.C. = REAL PROPERTY RECORDS OF EL PASO COUNTY, TEXAS

- NOTES:**
- BEARINGS SHOWN ARE GRID BEARINGS DERIVED FROM RTK OBSERVATIONS TO THE TEXAS CO-OP NETWORK. REFERRED TO THE TEXAS COORDINATE SYSTEM (NAD 83) CENTRAL ZONE. DISTANCES ARE GROUND AND CAN BE CONVERTED TO GRID DIVIDING BY 1.000231.
 - MAY BE SUBJECT TO EASEMENTS WHETHER OF RECORD OR NOT. NO ADDITIONAL RESEARCH WAS PERFORMED BY B&A INC. FOR ANY RESERVATION, BUILDING AND UTILITY LINES, AND OR EASEMENTS WHICH MAY OR MAY NOT AFFECT SUBJECT PARCEL.
 - THIS SURVEY WAS DONE WITHOUT THE BENEFIT OF A TITLE COMMITMENT. A WRITTEN DESCRIPTION OF EVEN DATE ACCOMPANIES THIS SURVEY. NO POINTS SET.



SKYVIEW
SECTION 2
VOL: 14 PG: 62
*P.R.E.P.C.

**Barragan
&
Associates Inc.**

LAND PLANNING & SURVEYING
TEXAS SURVEYING FIRM# 10161200
10950 Pellicane Dr. Building-F,
El Paso, Tx 79935
Phone (915) 591-5709 Fax (915) 591-5708

PROJECT: WILL RUTH - R.O.W. VACATING
JOB NUMBER: 211228-02
JANUARY 28, 2022
SCALE: 1"=100'
SURVEYOR: BENITO BARRAGAN
TECHNICIAN: BRAYAN TAGLE
DRAWING: BRAYAN TAGLE
FIELD NOTES:
PARTY CHIEF:
FIELD BOOKS:

Prepared by and under supervision of:



Benito Barragan, S.P.L.S. No. 5615
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PARCEL-4
A PORTION OF RUTLEDGE PLACE
RIGHT-OF-WAY BETWEEN THREADGILL
AVENUE AND WILL RUTH AVENUE,
WITHIN
LOS RANCHITOS SUBDIVISION,
CITY OF EL PASO,
EL PASO COUNTY, TEXAS.
AREA: 0.63 ACRES ±
SHEET 2 OF 2

Barragan And Associates Inc.

10950 Pellicano Dr., Building "F", El Paso, Texas 79935 Ph. (915) 591-5709 Fax (915) 591-5706

PARCEL-5
DESCRIPTION

Description of a portion of Ranchito Avenue right-of-way between Rutledge Place and Albany Drive, within Los Ranchitos Subdivision, City of El Paso, El Paso County, Texas, filed for record in Volume 2, Page 4, Plat Records of El Paso County, Texas, and being more particularly described as follows:

COMMENCING at a found square bolt being the common corner of Sections 1, 6, 38 and 43, Block 1, Township 1, T&P Railway Co. Surveys, El Paso County, Texas; **THENCE**, N 88° 01' 56" W (S 88° 49' 00" W – Record), along the common section line of said Sections 1 and 38, a distance of 1251.06 feet to a point; **THENCE**, N 01° 58' 04" E (N 01° 11' 00" W – Record), leaving said common section line passing along the westerly right-of-way line of Albany Drive, a distance of 220.00 feet to a point on said westerly right-of-way line of Albany Drive, said point being the **POINT OF BEGINNING** of this description;

THENCE, 31.42 feet, leaving said westerly right-of-way line of Albany Drive along an arc of a curve to the left with a radius of 20.00 feet, an interior angle of 90° 00' 00", and a chord which bears N 43° 01' 56" W, a distance of 28.28 feet to a point on the southerly right-of-way line of Ranchito Avenue;

THENCE, N 88° 01' 56" W (S 88° 49' 00" W – Record), along said southerly right-of-way line of Ranchito Avenue, a distance of 475.90 feet to a point being the beginning of a curve;

THENCE, 31.42 feet, leaving said southerly right-of-way line of Ranchito Avenue along an arc of a curve to the left with a radius of 20.00 feet, an interior angle of 90° 00' 00", and a chord which bears S 46° 58' 04" W, a distance of 28.28 feet to a point on the easterly right-of-way line of Rutledge Place;

THENCE, N 01° 58' 04" E, a distance of 100.00 feet to a point on said easterly right-of-way line of Rutledge Place, being the beginning of a curve;

THENCE, 31.42 feet, leaving said easterly right-of-way line of Rutledge Place along an arc of a curve to the left with a radius of 20.00 feet, an interior angle of 90° 00' 00", and a chord which bears S 43° 01' 56" E, a distance of 28.28 feet to a point on the northerly right-of-way line of Ranchito Avenue;

THENCE, S 88° 01' 56" E (N 88° 49' 00" E – Record), along said northerly right-of-way line of Ranchito Avenue, a distance of 475.90 feet to a point being the beginning of a curve;

THENCE, 31.42 feet, leaving said northerly right-of-way line of Ranchito Avenue along an arc of a curve to the left with a radius of 20.00 feet, an interior angle of 90° 00' 00", and a chord which bears N 46° 58' 04" E, a distance of 28.28 feet to a point on the westerly right-of-way line of Albany Drive;

THENCE, S 01° 58' 04" W, a distance of 100.00 feet to the **POINT OF BEGINNING** of this description and containing in all 0.72 acres more or less.

NOTES:

1. May be subject to easements whether of record or not. No Additional Research was performed by B&A Inc. for any reservations, restrictions, building lines, and or easements which may or may not affect this parcel.
2. Bearings shown are grid bearings derived from RTK Observations to the Texas CO-OP Network. Referred to the Texas Coordinate System (NAD 83) Central Zone. Distances are ground distances and may be converted to grid dividing by 1.000231.
3. This description does not intend to be a subdivision process which may be required by local or state code, and it is the client's/owner responsibility to comply with this code if required.
4. A survey of even date accompanies this description.



Benito Barragan T.X.R.P.L.S 5615,
Barragan and Associates Inc.
Texas Surveying Firm # 10151200
January 28, 2022
Parcel 5 – Will Ruth – R.O.W. Vacating
Job No. 211228-02

N:\C Computer\WILL RUTH_SURVEYS AND M&B\5-ROW VACATING\PARCEL 5-WILL RUTH_ROW VACATING.dwg 834

LEGEND

- — FOUND ORIGINAL SECTION CORNER
- — DESCRIPTION CORNER
- — CALCULATED POINT

Plat of Survey

WILL RUTH AVENUE

FOUND NAIL
IN 1-1/2" PIPE
29 42
38 43



GRID

1 inch = 100 ft.

RUTLEDGE PLACE

ALBANY DRIVE

MCCOMBS STREET

LOS RANCHITOS
SUBDIVISION

VOL: 2 PG: 4
*P.R.E.P.C.

(N88°49'00"E - RECORD)
S88°01'56"E 475.90'

RANCHITO AVENUE

N88°01'56"W 475.90'
(S88°49'00"W - RECORD)

LOS RANCHITOS
SUBDIVISION

VOL: 2 PG: 4
*P.R.E.P.C.

THREADGILL AVENUE

N88°01'56"W 5277.85'
(S88°49'00"W - RECORD) SEC TO SEC

(N01°58'04"E 220.00' - RECORD)
(N01°11'00"W - RECORD)

(S88°49'00"W - RECORD)
N88°01'56"W 1251.06'

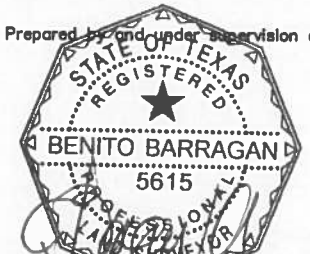
FOUND
SQUARE
BOLT

P.O.C.

CURVE TABLE				
CURVE	LENGTH	RADIUS	TANGENT	CHORD
C1	31.42'	20.00'	20.00'	28.28'
C2	31.42'	20.00'	20.00'	28.28'
C3	31.42'	20.00'	20.00'	28.28'
C4	31.42'	20.00'	20.00'	28.28'

LINE TABLE		
LINE	BEARING	LENGTH
L1	N01°58'04"E	100.00'
L2	S01°58'04"W	100.00'

Prepared by and under supervision of:



Benito Barragan, P.E., R.P.L.S. No. 5615
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*R.P.R.E.P.C. = REAL PROPERTY RECORDS OF EL PASO COUNTY, TEXAS

NOTES:

- BEARINGS SHOWN ARE GRID BEARINGS DERIVED FROM RTK OBSERVATIONS TO THE TEXAS CO-OP NETWORK. REFERRED TO THE TEXAS COORDINATE SYSTEM (NAD 83) CENTRAL ZONE. DISTANCES ARE GROUND AND CAN BE CONVERTED TO GRID DIVIDING BY 1.000231.
- MAY BE SUBJECT TO EASEMENTS WHETHER OF RECORD OR NOT. NO ADDITIONAL RESEARCH WAS PERFORMED BY B&A INC. FOR ANY RESERVATION, BUILDING AND UTILITY LINES, AND OR EASEMENTS WHICH MAY OR MAY NOT AFFECT SUBJECT PARCEL.
- THIS SURVEY WAS DONE WITHOUT THE BENEFIT OF A TITLE COMMITMENT. A WRITTEN DESCRIPTION OF EVEN DATE ACCOMPANIES THIS SURVEY. NO POINTS SET.

SKYVIEW
SECTION 2



Barragan
&
Associates Inc.

LAND PLANNING & SURVEYING
TEXAS SURVEYING FIRM# 10161200
10950 Pellicano Dr. Building-F,
El Paso, Tx 79935
Phone (915) 591-5709 Fax (915) 561-5706

PROJECT: WILL RUTH - R.O.W. VACATING

JOB NUMBER: 211228-02

JANUARY 28, 2022

SCALE: 1"=100'

SURVEYOR: BENITO BARRAGAN

TECHNICIAN: BRAYAN TAGLE

DRAWING: BRAYAN TAGLE

FIELD NOTES:

PARTY CHIEF:

FIELD BOOKS:

PARCEL-5
A PORTION OF RANCHITO AVENUE
RIGHT-OF-WAY BETWEEN RUTLEDGE
PLACE AND ALBANY DRIVE,
WITHIN
LOS RANCHITOS SUBDIVISION,
CITY OF EL PASO,
EL PASO COUNTY, TEXAS.

AREA: 0.72 ACRES ±

SHEET 2 OF 2

Barragan And Associates Inc.

10950 Pellicano Dr., Building "F", El Paso, Texas 79935 Ph. (915) 591-5709 Fax (915) 591-5706

PARCEL-6 DESCRIPTION

Description of a portion of Albany Drive right-of-way between Threadgill Avenue and Will Ruth Avenue, within Los Ranchitos Subdivision, City of El Paso, El Paso County, Texas, filed for record in Volume 2, Page 4, Plat Records of El Paso County, Texas, and being more particularly described as follows:

COMMENCING at a found square bolt being the common corner of Sections 1, 6, 38 and 43, Block 1, Township 1, T&P Railway Co. Surveys, El Paso County, Texas; **THENCE**, N 88° 01' 56" W (S 88° 49' 00" W – Record), along the common section line of said Sections 1 and 38, a distance of 1221.06 feet to a point on the southeasterly most corner of Los Ranchitos Subdivision; **THENCE**, N 01° 58' 04" E (N 01° 11' 00" W – Record), leaving said common section line and along the easterly line of Los Ranchitos Subdivision, a distance of 45.00 feet to a point on the easterly right-of-way line of Albany Drive, said point being the **POINT OF BEGINNING** of this description;

THENCE, N 88° 01' 56" W, leaving said easterly line of Los Ranchitos Subdivision and right-of-way line of Albany Drive, a distance of 50.00 feet to a point on the northerly right-of-way line of Threadgill Avenue, being the beginning of a curve;

THENCE, 31.42 feet, leaving said northerly right-of-way line of Threadgill Avenue along an arc of a curve to the left with a radius of 20.00 feet, an interior angle of 90° 00' 00", and a chord which bears N 46° 58' 04" E, a distance of 28.28 feet to a point on the westerly right-of-way line of Albany Drive;

THENCE, N 01° 58' 04" E (N 01° 11' 00" W – Record), passing along said westerly right-of-way line of Albany Drive, a distance of 410.00 feet to a point on the westerly right-of-way line of Albany Drive, being the beginning of a curve;


THENCE, 31.42 feet, leaving said westerly right-of-way line of Albany Drive along an arc of a curve to the left with a radius of 20.00 feet, an interior angle of 90° 00' 00", and a chord which bears N 43° 01' 56" W, a distance of 28.28 feet to a point on the southerly right-of-way line of Will Ruth Avenue;

THENCE, S 88° 01' 56" E, a distance of 50.00 feet to a point on the easterly line of Los Ranchitos Subdivision and right-of-way line of Albany Drive;

THENCE, S 01° 58' 04" W (S 01° 11' 00" E – Record), along said easterly line of Los Ranchitos Subdivision and right-of-way line of Albany Drive, a distance of 450.00 feet to the **POINT OF BEGINNING** of this description and containing in all 0.31 acres more or less.

NOTES:

1. May be subject to easements whether of record or not. No Additional Research was performed by B&A Inc. for any reservations, restrictions, building lines, and or easements which may or may not affect this parcel.
2. Bearings shown are grid bearings derived from RTK Observations to the Texas CO-OP Network. Referred to the Texas Coordinate System (NAD 83) Central Zone. Distances are ground distances and may be converted to grid dividing by 1.000231.
3. This description does not intend to be a subdivision process which may be required by local or state code, and it is the client's/owner responsibility to comply with this code if required.
4. A survey of even date accompanies this description.


Benito Barragan, Registered Professional Surveyor
Barragan and Associates Inc.
Texas Surveying Firm #10151200
January 28, 2022
Parcel 6 – Will Ruth – E.O.W. Vacating
Job No. 211228-02

LEGEND

- FOUND ORIGINAL SECTION CORNER
- — DESCRIPTION CORNER
- — CALCULATED POINT

Plat of Survey

FOUND NAIL
IN 1-1/2" PIPE

29 42
38 43



GRID

1 inch = 100 ft.

CURVE TABLE					CHORD	
CURVE	LENGTH	RADIUS	TANGENT	DELTA	BEARING	
C1	31.42'	20.00'	20.00'	90°00'00"	N46°58'04"E	26.28'
C2	31.42'	20.00'	20.00'	90°00'00"	N43°01'56"W	28.28'

LINE TABLE			(RECORD)	
LINE	BEARING	LENGTH		
L1	N88°01'56"W	50.00'	-	-
L2	S88°01'56"E	50.00'	-	-
L3	N01°58'04"E	45.00'	(N01°11'00"W - RECORD)	(N01°11'00"W - RECORD)

Prepared by and under supervision of:

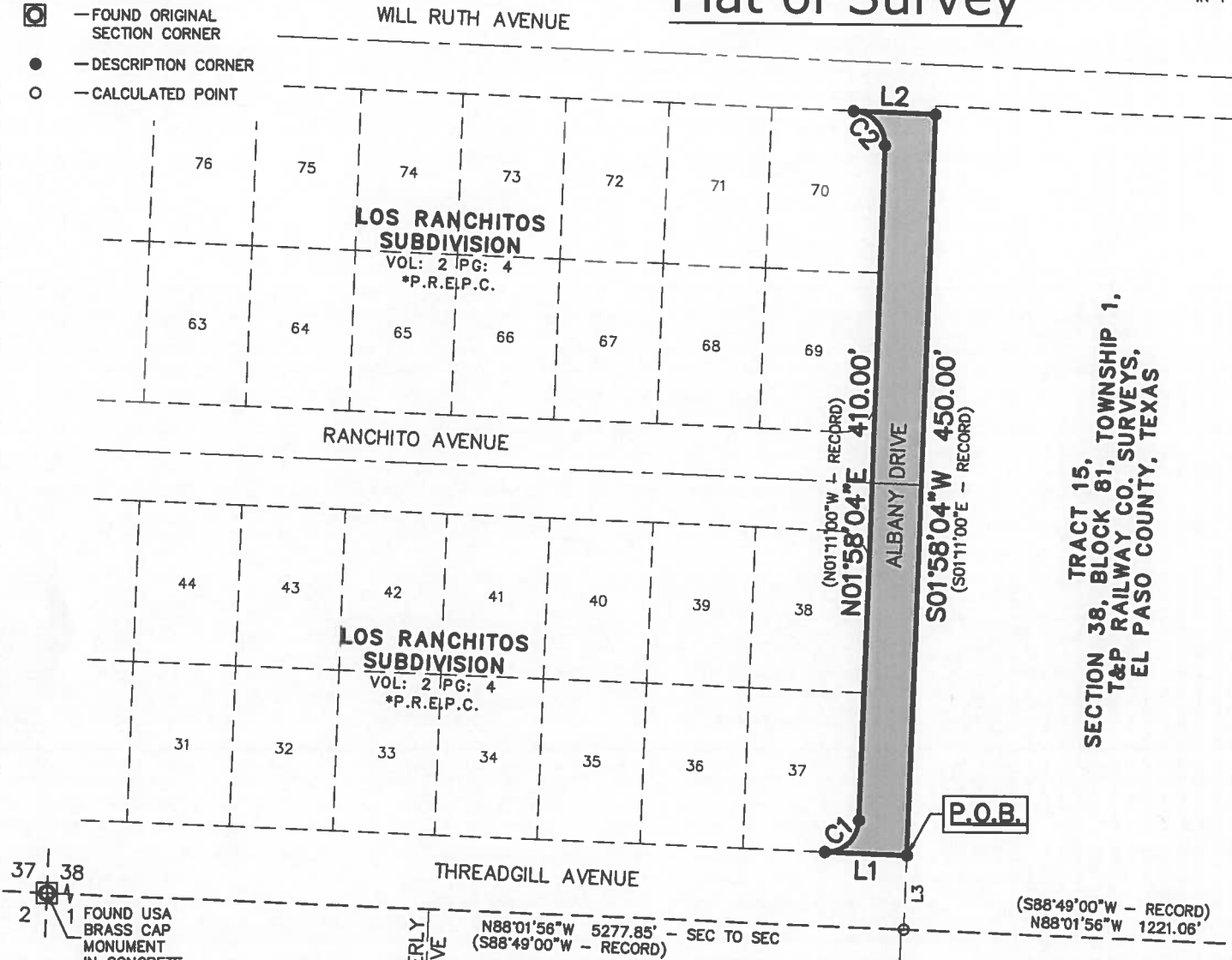


Benito Barragan, J.C. P.E.L.S. No. 5615
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PARCEL-6

A PORTION OF ALBANY DRIVE
RIGHT-OF-WAY BETWEEN THREADGILL
AVENUE AND WILL RUTH AVENUE,
WITHIN
LOS RANCHITOS SUBDIVISION,
CITY OF EL PASO,
EL PASO COUNTY, TEXAS.

AREA: 0.31 ACRES ±
SHEET 2 OF 2



*R.P.R.E.P.C. = REAL PROPERTY RECORDS OF EL PASO COUNTY, TEXAS

- NOTES:**
- BEARINGS SHOWN ARE GRID BEARINGS DERIVED FROM RTK OBSERVATIONS TO THE TEXAS CO-OP NETWORK. REFERRED TO THE TEXAS COORDINATE SYSTEM (NAD 83) CENTRAL ZONE. DISTANCES ARE GROUND AND CAN BE CONVERTED TO GRID DIVIDING BY 1.000231.
 - MAY BE SUBJECT TO EASEMENTS WHETHER OF RECORD OR NOT. NO ADDITIONAL RESEARCH WAS PERFORMED BY B&A INC. FOR ANY RESERVATION, BUILDING AND UTILITY LINES, AND OR EASEMENTS WHICH MAY OR MAY NOT AFFECT SUBJECT PARCEL.
 - THIS SURVEY WAS DONE WITHOUT THE BENEFIT OF A TITLE COMMITMENT. A WRITTEN DESCRIPTION OF EVEN DATE ACCOMPANIES THIS SURVEY. NO POINTS SET.

12 SKYVIEW
SECTION 2
VOL: 14 PG: 62
*P.R.E.P.C.

17 SKYVIEW
SECTION 3
VOL: 17 PG: 38
*P.R.E.P.C.



**Barragan
&
Associates Inc.**

LAND PLANNING & SURVEYING
TEXAS SURVEYING FIRM# 10151200
10050 Pellicane Dr. Building-F,
El Paso, Tx 79935
Phone (915) 591-5709 Fax (915) 591-5708

PROJECT: WILL RUTH - R.O.W. VACATING
JOB NUMBER: 211228-02
JANUARY 25, 2022
SCALE: 1"=100'
SURVEYOR: BENITO BARRAGAN
TECHNICIAN: BRAYAN TAGLE
DRAWING: BRAYAN TAGLE
FIELD NOTES:
PARTY CHIEF:
FIELD BOOKS:

WILL RUTH POND SUBDIVISION

BEING A REPLAT OF LOT 34, BLOCK 1, McRUTH SUBDIVISION; A PORTION OF TRACTS 11, 12, 13, AND 15, SECTION 38, BLOCK 81, TOWNSHIP 1, T & P RAILWAY CO. SURVEYS; ALL OF LOTS 5 THROUGH 7, AND A PORTION OF LOT 4, RANCHITOS SUBDIVISION REPLAT OF LOTS 3,4,5,6, & 7; ALL OF LOTS 8 THROUGH 12, RANCHITOS SUBDIVISION REPLAT OF LOTS 8,9,10,11, & 12; AND ALL OF LOTS 13 THROUGH 85, ALL OF RANCHITO AVENUE, AND PORTIONS OF ROANOKE DRIVE, RUTLEDGE PLACE, ALBANY DRIVE, AND THREADGILL AVENUE, LOS RANCHITOS SUBDIVISION, CITY EL PASO, EL PASO COUNTY, TEXAS
AREA: ±24.19 ACRES

PRELIMINARY PLAT

NOTES:

- BEARINGS SHOWN ARE GRID BEARINGS DERIVED FROM RTK OBSERVATIONS TO THE TEXAS CO-OP NETWORK, REFERRED TO THE TEXAS COORDINATE SYSTEM (NAD 83) CENTRAL ZONE. DISTANCES ARE GROUND DISTANCES AND MAY BE CONVERTED TO GRID DIVIDING BY 1.000231.
- TAX CERTIFICATE(S) FOR THIS SUBDIVISION ARE FILED IN THE OFFICE OF THE COUNTY CLERK, DEED AND RECORD SECTION. INSTRUMENT NO. _____ DATE _____
- RESTRICTIVE COVENANTS FOR THIS SUBDIVISION ARE FILED IN THE OFFICE OF THE COUNTY CLERK, DEED AND RECORD SECTION. INSTRUMENT NO. _____ DATE _____
- VEHICULAR ACCESS TO THE SUBDIVISION WILL BE FROM THREADGILL AVENUE AND WILL RUTH AVENUE. THE INSTRUMENT ASSURING RELEASE OF ACCESS IS FILED IN THE OFFICE OF THE COUNTY CLERK, DEED AND RECORD SECTION. INSTRUMENT NO. _____ DATE _____
- ALL DEVELOPED AND HISTORICAL STORM WATER RUNOFF SHALL BE ADDRESSED WITHIN THE SUBDIVISION LIMITS IN COMPLIANCE WITH ALL PROVISIONS OF (DSC, 19.19.010A) AND (DDM, 11.1).
- THE PROPOSED WILL RUTH POND SUBDIVISION SHALL CONSIST OF (1) ONE LOT TO BE USED FOR A STORMWATER DRAINAGE BASIN.
- THIS PROPERTY MAY BE SUBJECT TO EASEMENTS WHETHER OF RECORD OR NOT. NO ADDITIONAL RESEARCH WAS PERFORMED BY B&A INC. FOR ANY RESERVATION, BUILDING LINE, AND OR EASEMENTS WHICH MAY OR MAY NOT AFFECT SUBJECT PARCEL.
- * = EXISTING 5' AND 10' UTILITY EASEMENTS (LOS RANCHITOS SUBDIVISION IN VOLUME 2, PAGE 4) WITHIN THIS PROPOSED SUBDIVISION WILL BE VACATED BY THIS REPLAT.
- ** = EXISTING EL PASO ELECTRIC CO. UTILITY EASEMENTS SHOWN WITHIN THIS PROPOSED SUBDIVISION WILL BE VACATED BY THIS REPLAT.
- *** = EXISTING R.O.W.'S (LOS RANCHITOS SUBDIVISION IN VOLUME 2, PAGE 4) WITHIN THIS PROPOSED SUBDIVISION WILL BE VACATED BY SEPARATE INSTRUMENT.

REASON FOR REPLAT: CONSTRUCTION OF A STORMWATER DRAINAGE BASIN.

BENCHMARK:

FOUND CITY MONUMENT ON THE CENTERLINE INTERSECTION OF RANCHITO AVENUE AND RUTLEDGE PLACE.
ELEVATION: 3899.33' (NAVD 88 DATUM)

SCHOOL DISTRICT

EL PASO INDEPENDENT SCHOOL DISTRICT

FLOODZONE:

THIS PROJECT IS LOCATED WITHIN ZONES "AE" & "X" AS DESIGNATED IN PANEL 218 OF 800, MAP NUMBER 48141C0218F, DATED "PRELIMINARY JULY 8, 2020", OF THE FLOOD INSURANCE RATE MAPS IN THE AREAS OF EL PASO COUNTY, TEXAS.
ZONE "AE" - SPECIAL FLOOD HAZARD AREAS WITH BASE FLOOD ELEVATION (BFE).
ZONE "X" - AREAS OF 1% ANNUAL CHANCE FLOOD WITH DEPTH LESS THAN ONE FOOT.

PLAT REFERENCE

LOS RANCHITOS SUBDIVISION VOLUME 2, PAGE 4, PLAT RECORDS OF EL PASO COUNTY, TEXAS
LOS RANCHITOS SUBDIVISION REPLAT VOLUME 36, PAGE 12, PLAT RECORDS OF EL PASO COUNTY, TEXAS
LOS RANCHITOS SUBDIVISION REPLAT VOLUME 23, PAGE 26, PLAT RECORDS OF EL PASO COUNTY, TEXAS

LEGEND

○ SET 1/2" REBAR WITH CAP STAMPED "B&A INC." (UNLESS OTHERWISE NOTED)
*R.P.R.E.P.C. REAL PROPERTY RECORDS OF EL PASO COUNTY, TEXAS.
*P.R.E.P.C. PLAT RECORDS OF EL PASO COUNTY, TEXAS.

SITE ADDRESS

5510 WILL RUTH AVENUE

ENGINEER

PLANNING/ENGINEERING/PROJECT MANAGEMENT

McMoreno
Cardenas Inc.
EL PASO SAN ANTONIO

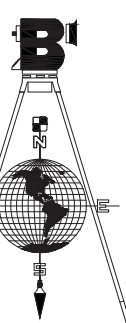
2505 E. Missouri Ave. El Paso, TX 79903 (915) 532-2091
9601 McAllister Freeway #207 San Antonio, TX 78216 (210) 314-3553
Texas Board of Professional Engineers Registration No. F-000554

CONTACT: MARCOS MEDINA, P.E.

SURVEYOR

Barragan & Associates Inc.
LAND PLANNING & LAND SURVEYING
TBPLS FIRM # 10151200

10950 Pelicano Dr. Bldg. F - El Paso TX 79935
Phone (915) 591-5709 Fax (915) 591-5706

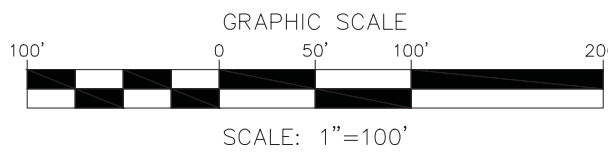


CONTACT: BENITO BARRAGAN, R.P.L.S.

DATE OF PREPARATION: MARCH 23, 2022

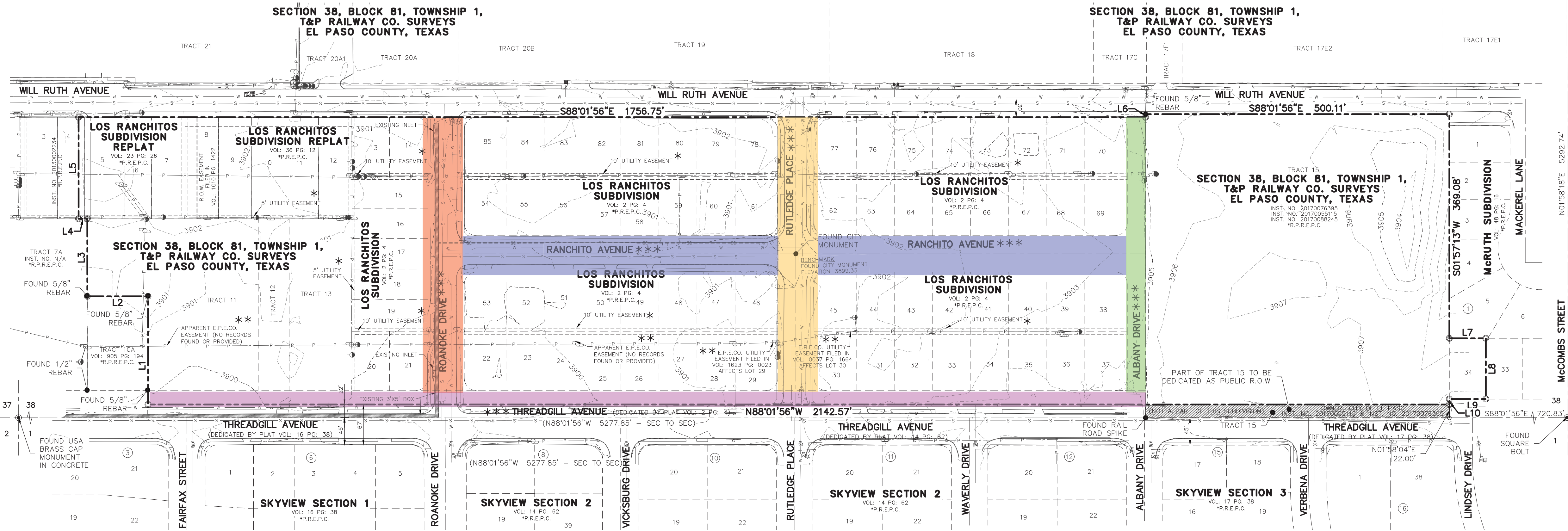
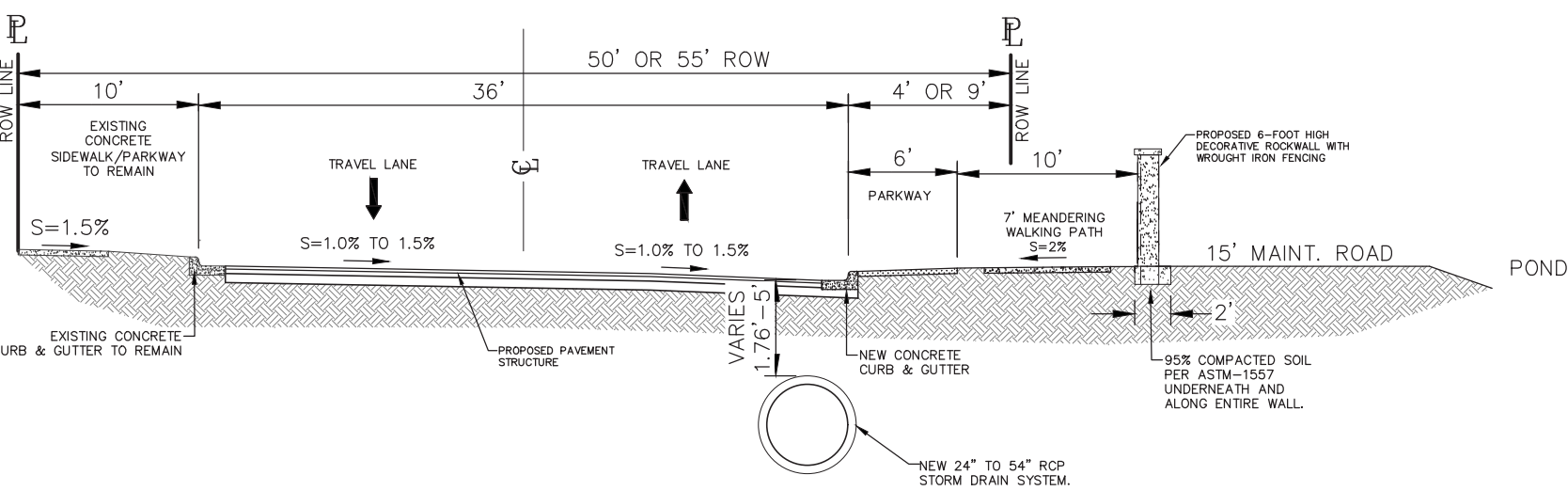
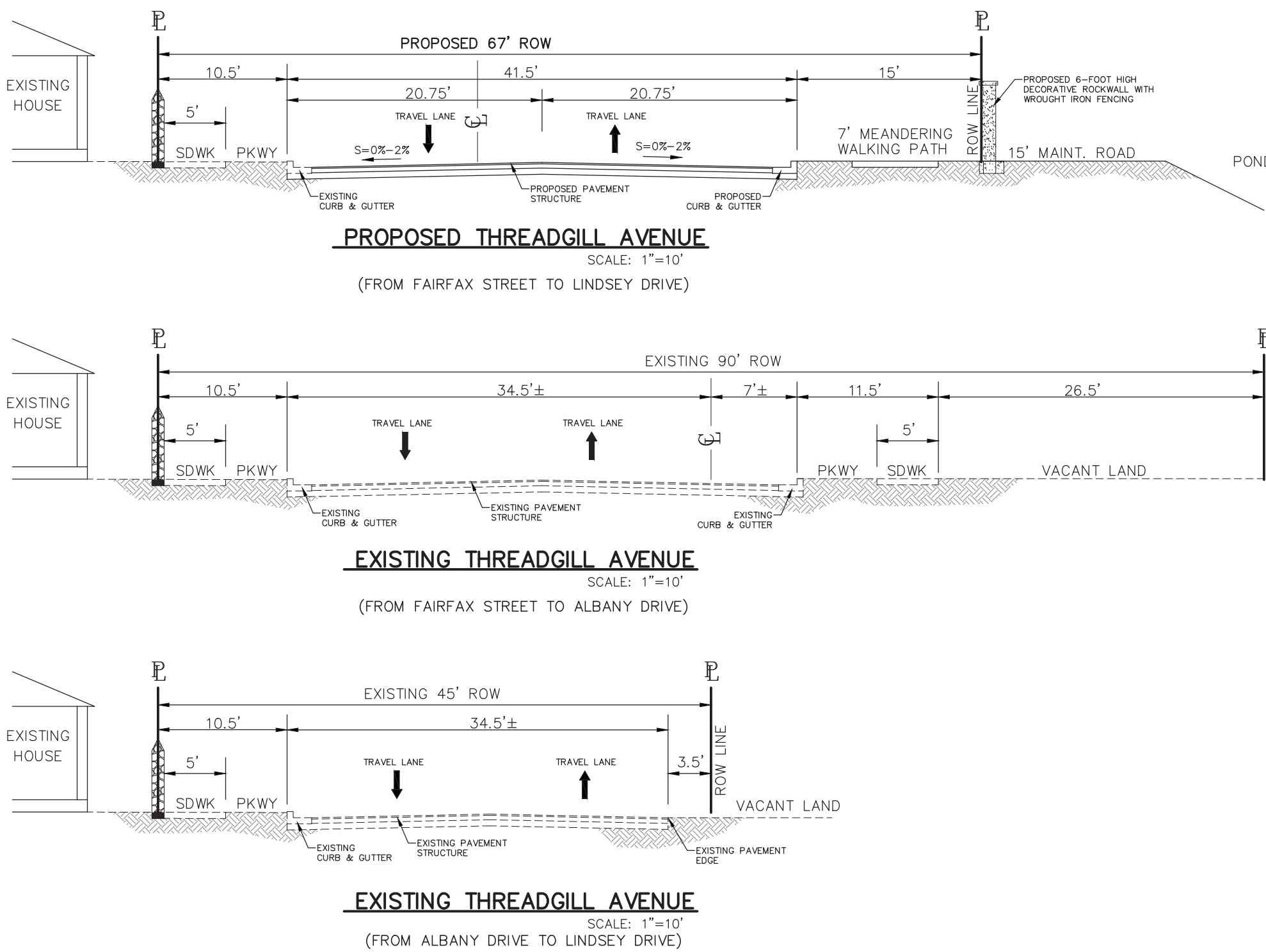
RIGHT-OF-WAY TO BE VACATED

- Roanoke Drive- Parcel 2
- Threadgill Avenue - Parcel 1
- Ranchito Avenue - Parcels 3 & 5
- Rutledge Place - Parcel 4
- Albany Drive - Parcel 6



EXISTING & PROPOSED TYPICAL SECTION (WILL RUTH AVE.)

(FROM STA. 7+50 TO 29+40)



LOCATION MAP

SCALE: 1"=600'

LINE	BEARING	LENGTH
L1	N01°58'04"E	178.00'
L2	N88°01'56"W	100.00'
L3	N01°58'04"E	127.80'
L4	N88°01'56"W	14.40'
L5	N01°58'04"E	167.20'
L6	N01°58'04"E	5.00'
L7	S88°02'47"E	60.00'
L8	S01°57'13"W	100.00'
L9	N88°02'47"W	60.00'
L10	S01°57'13"W	8.92'

LEGEND

- CURB
- IRON FENCE
- POST - BOLLARD
- ROCK WALL
- SIGN
- POWER POLE
- WATER VALVE
- FIRE HYDRANT
- BUSH
- WATER METER
- ANCHOR
- UTILITY BOX
- LAMP
- MANHOLE, COMMUNICATIONS
- MANHOLE, SEWER
- MAILBOX
- TRAFFIC SIGNAL
- BENCH
- MAJOR CONTOUR
- MINOR CONTOUR
- TRAFFIC SIGNAL LIGHT
- POWER LINE
- SANITARY SEWER
- APPROXIMATE LOCATION OF WATER LINE
- CONCRETE
- PAVEMENT
- APPROXIMATE LOCATION OF COMMUNICATIONS LINE
- APPROXIMATE LOCATION OF UNDERGROUND ELECTRIC LINE
- APPROXIMATE RIGHT-OF-WAY (AS PER PLANS, REFER TO SURVEY NOTE NO. 4)

OWNER: Name THE EL PASO MUNICIPAL DRAINAGE UTILITY, BY AND THROUGH EL PASO WATER UTILITIES / PUBLIC SERVICE BOARD Address 1154 HAWKINS BLVD. City & Zip El Paso, TX, 79925 Phone (915) 594-5500

Roanoke, Ranchito, Rutledge, Albany, Threadgill Right-of-Way Vacation



City Plan Commission — May 19, 2022

CASE NUMBER/TYPE: SURW22-00007 – RIGHT-OF-WAY VACATION
CASE MANAGER: Jorge Olmos, (915) 212-1607, OlmosJA@elpasotexas.gov
PROPERTY OWNER: El Paso Municipal Drainage Utility, by and through El Paso Water Utilities – Public Service Board
REPRESENTATIVE: Moreno Cardenas, Inc.
LOCATION: East of Dyer Street and south of Purple Heart Memorial Highway (District 4)
PROPERTY AREA: 3.81 acres
ZONING DISTRICT(S): R-4 (Residential)
RELATED APPLICATIONS: Will Ruth Pond Subdivision (SUSU22-00033)

SUMMARY OF RECOMMENDATION: Staff recommends **APPROVAL WITH A CONDITION** of the Roanoke, Ranchito, Rutledge, Albany, Threadgill Right-of-Way (ROW) Vacation, subject to the following:

- That the MTP amendment for Roanoke be approved by City Council prior to the approval of the ROW vacation request by City Council.

Ranchito, Roanoke, Rutledge, Albany, & Threadgill ROW Vacation



Figure A: Proposed plat with surrounding area

DESCRIPTION OF REQUEST: The applicant seeks to vacate all of Ranchito Avenue, and portions of Roanoke Drive, Rutledge Place, Albany Drive, and Threadgill Avenue, generally located east of Dyer Street and south of Purple Heart Memorial Highway. The area requested to be vacated is 3.81 acres in size. The applicant is vacating the right-of-way (ROW) in order to allow for the construction of stormwater detention facilities. The right-of-way is not improved, with no easements within the area to be vacated.

CASE HISTORY/RELATED APPLICATIONS: There is an existing subdivision case for the properties abutting the right-of-way (ROW), which proposes to resubdivide 24.19 acres of land into one pond site.

NEIGHBORHOOD CHARACTER: Surrounding neighborhood characteristics are identified in the following table.

Surrounding Zoning and Use	
North	R-4 (Residential), C-1 (Commercial) / School, church, recreation center
South	R-4 (Residential) / Residential development
East	R-4 (Residential) / Vacant
West	R-4 (Residential), C-1 SC (Commercial/special conditions) / Vacant
Nearest Public Facility and Distance	
Park	Student Memorial Park (0.35 miles)
School	Irvin High School (0.35 miles)
Plan El Paso Designation	
G-3, Post War	
Impact Fee Service Area	
N/A	

PUBLIC COMMENT: Notices of the proposed right-of-way vacation were sent on May 3, 2022 to all property owners within 200 feet of the subject property. As of May 12, 2022, staff has not received any communication regarding this request.

CITY PLAN COMMISSION OPTIONS:

The City Plan Commission (CPC) has the authority to advise City Council on right-of-way vacation requests. When a request is brought forward to the CPC for review, the Commission may take any of the following actions:

1. **Recommend Approval:** The CPC finds that the proposed vacation request is in conformance with all applicable requirements of Title 19 of the El Paso City Code. **(Staff Recommendation)**
2. **Recommend Approval with Conditions:** The CPC may recommend that City Council impose additional conditions on approval of the request that bring the request into conformance with all applicable requirements of Title 19 of the El Paso City Code.
3. **Recommend Denial:** The CPC finds that the proposed request is not in conformance with all applicable requirements of Title 19 of the El Paso City Code.

ATTACHMENTS:

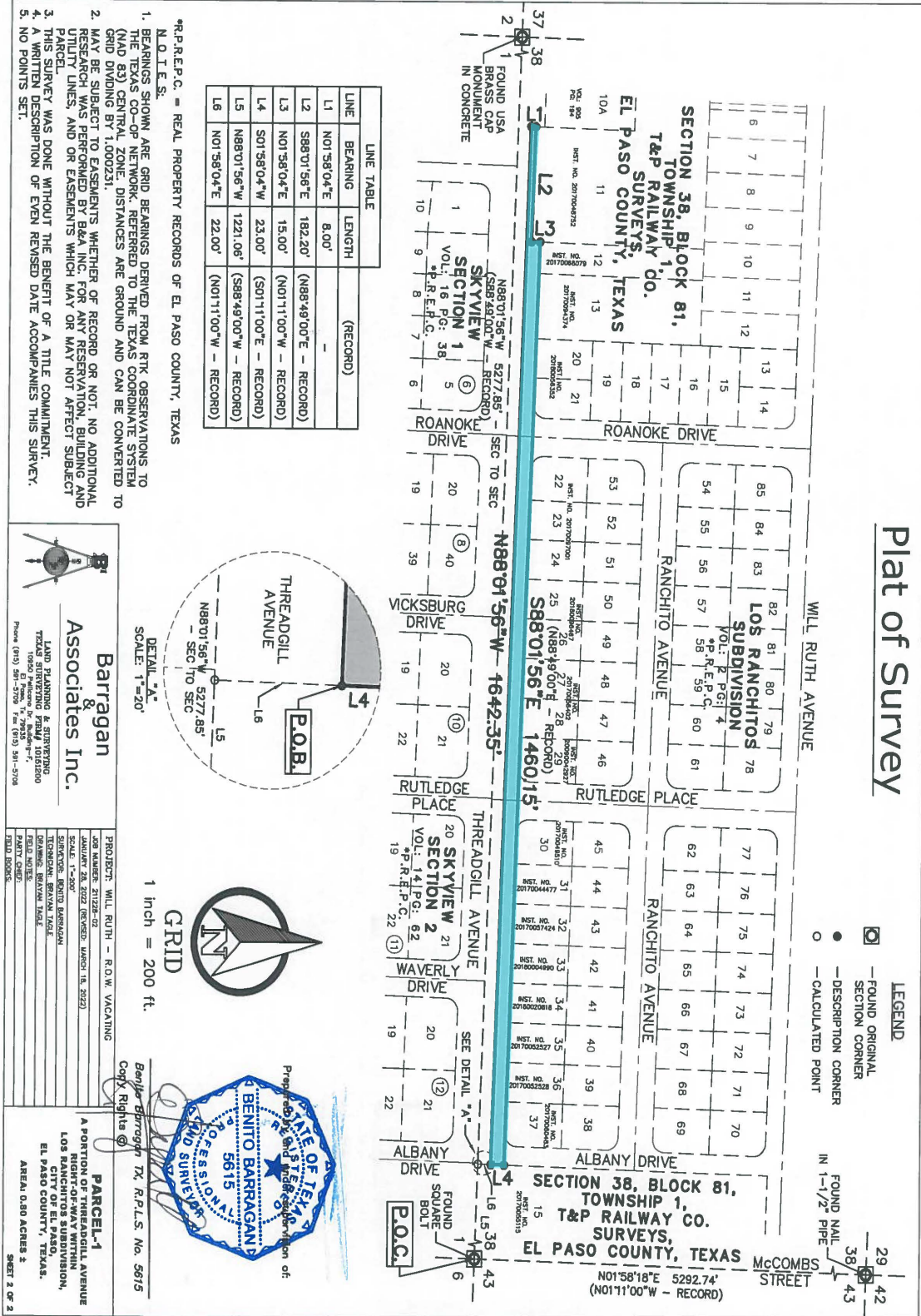
1. Aerial Map
2. Survey
3. Metes and Bounds Description
4. Application
5. Department Comments

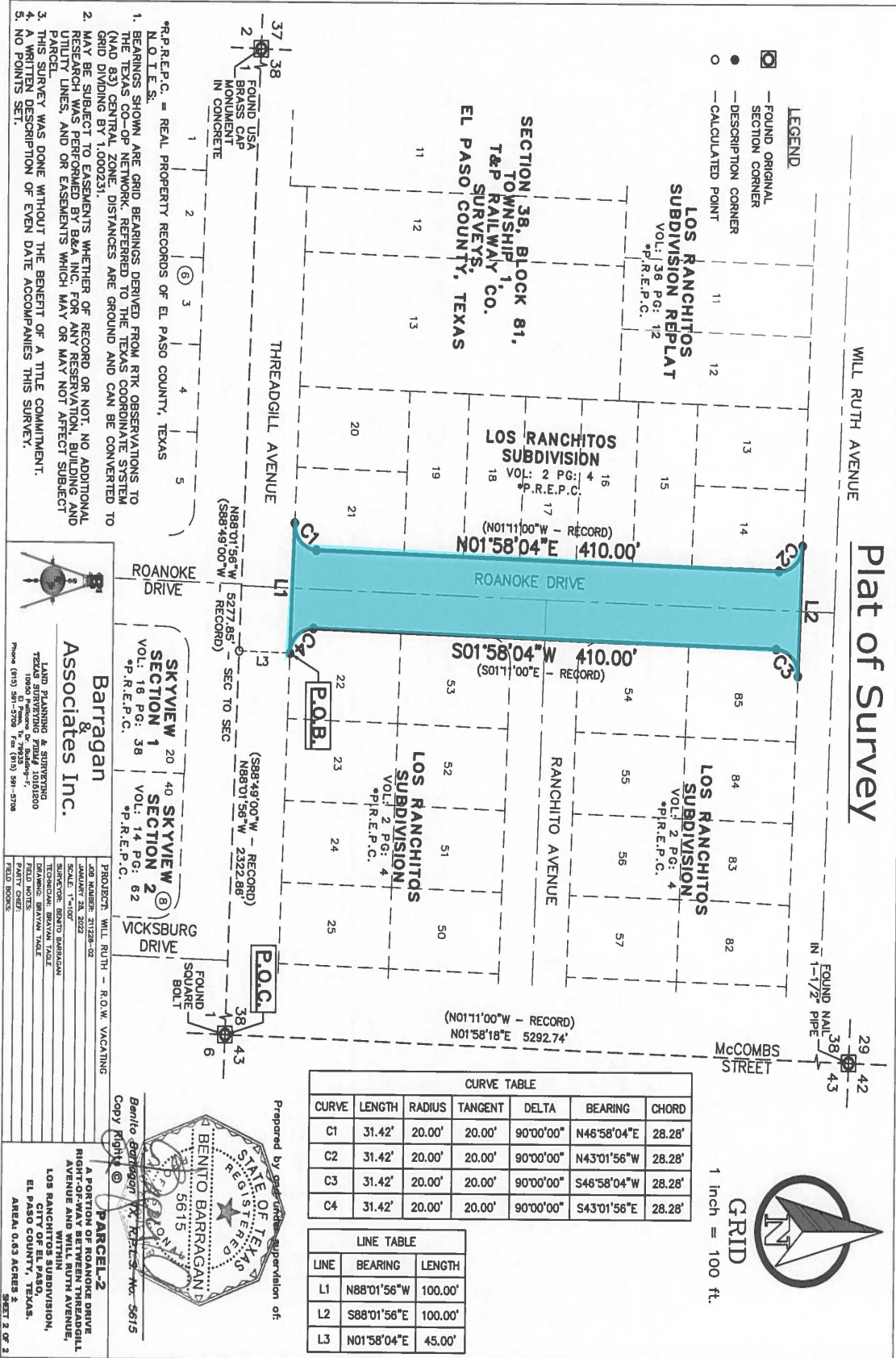
Ranchito, Roanoke, Rutledge, Albany & Threadgill ROW Vacation

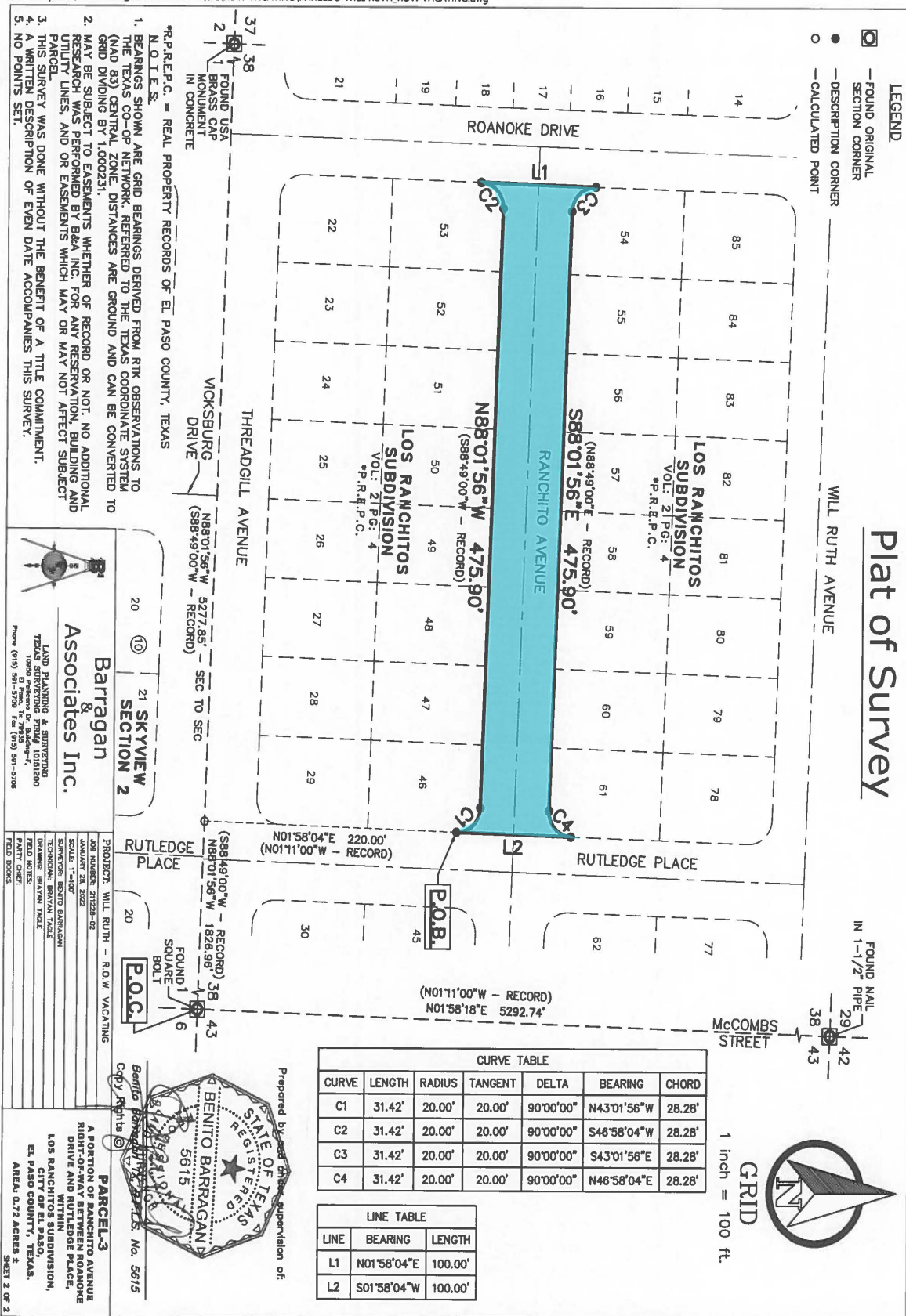


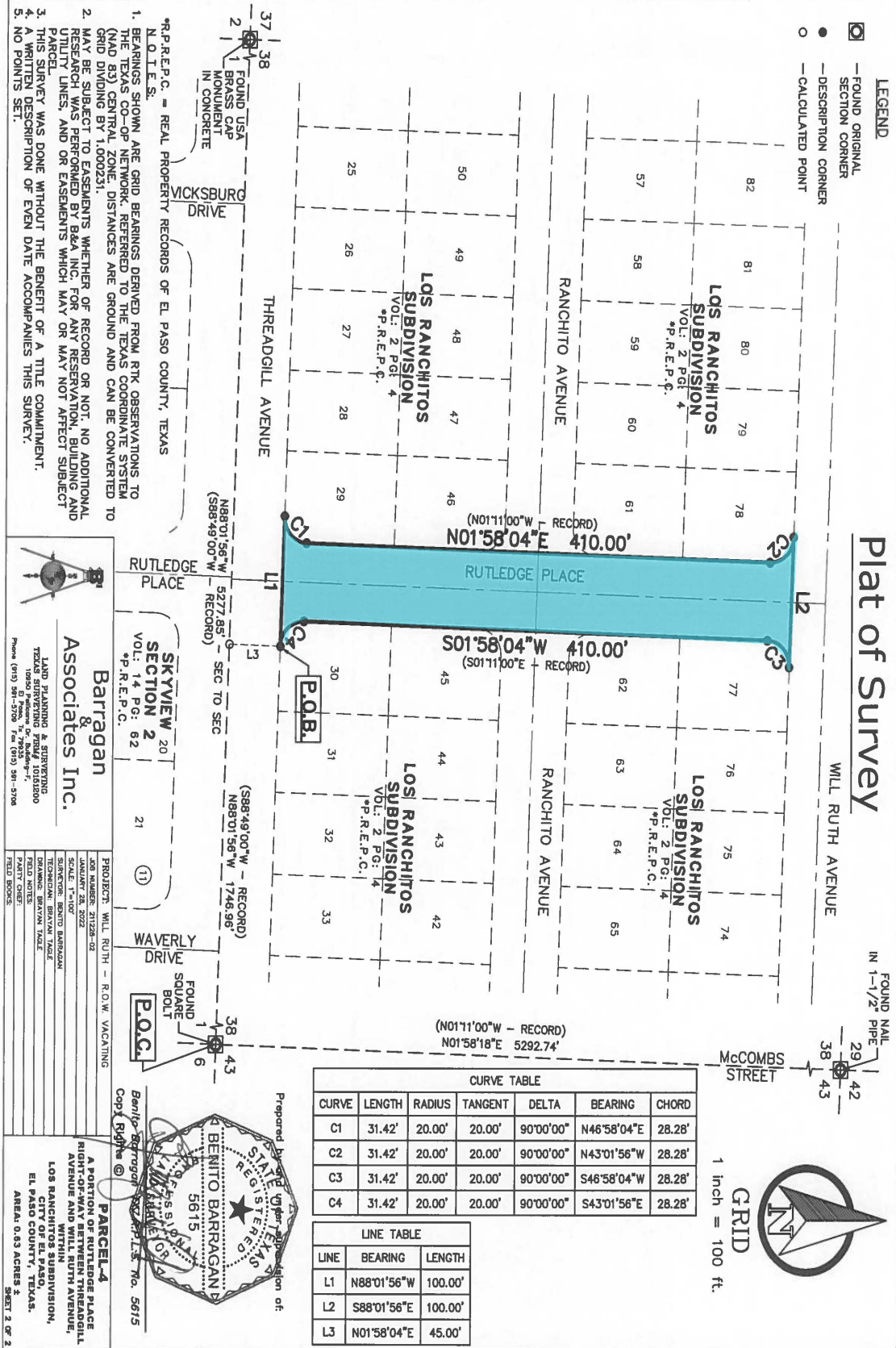
ATTACHMENT 2

N:\C Computer\WILL RUTH_SURVEYS AND M&Bs\ROW VACATING\PARCEL 1-WILL RUTH_ROW VACATING.dwg









ATTACHMENT

Barragan And Associates Inc.

10950 Pellicano Dr., Building "F", El Paso, Texas 79935 Ph. (915) 591-5709 Fax (915) 591-5706

PARCEL-1 DESCRIPTION

Description of a portion of Threadgill Avenue right-of-way within Los Ranchitos Subdivision, City of El Paso, El Paso County, Texas, filed for record in Volume 2, Page 4, Plat Records of El Paso County, Texas, and being more particularly described as follows:

COMMENCING at a found square bolt being the common corner of Sections 1, 6, 38 and 43, Block 1, Township 1, T&P Railway Co. Surveys, El Paso County, Texas; **THENCE**, N 88° 01' 56" W (S 88° 49' 00" W – Record), along the common section line of said Sections 1 and 38, a distance of 1221.06 feet to a point on the southeasterly most corner of Los Ranchitos Subdivision; **THENCE**, N 01° 58' 04" E (N 01° 11' 00" W – Record), leaving said common section line along the easterly line of Los Ranchitos Subdivision, a distance of 22.00 feet to the **POINT OF BEGINNING** of this description;

THENCE, N 88° 01' 56" W, leaving said easterly line of Los Ranchitos Subdivision, a distance of 1642.35 feet to a point;

THENCE, N 01° 58' 04" E, a distance of 8.00 feet to a point on the northerly right-of-way line of Threadgill Avenue;

THENCE, along the northerly right-of-way line of Threadgill Avenue, the following two (2) calls:

S 88° 01' 56" E (N 88° 49' 00" E – Record), a distance of 182.20 feet to a point;

N 01° 58' 04" E (N 01° 11' 00" W – Record), a distance of 15.00 feet to a point;

THENCE, S 88° 01' 56" E (N 88° 49' 00" E – Record), passing along the northerly right-of-way line of Threadgill Avenue, a distance of 1460.15 feet to a point on the easterly line of Los Ranchitos Subdivision;

THENCE, S 01° 58' 04" W (S 01° 11' 00" E – Record), along said easterly line of Los Ranchitos Subdivision, a distance of 23.00 feet to the **POINT OF BEGINNING** of this description and containing in all 0.80 acres more or less.

NOTES:

1. May be subject to easements whether of record or not. No Additional Research was performed by B&A Inc. for any reservations, restrictions, building lines, and or easements which may or may not affect this parcel.
2. Bearings shown are grid bearings derived from RTK Observations to the Texas CO-OP Network. Referred to the Texas Coordinate System (NAD 83) Central Zone. Distances are ground distances and may be converted to grid dividing by 1.000231.
3. This description does not intend to be a subdivision process which may be required by local or state code, and it is the client's/owner responsibility to comply with this code if required.
4. A survey of even revised date accompanies this description.



Benito Barragan, Registered Professional Surveyor No. 5615,
Barragan and Associates Inc.
Texas Surveying Firm # 10151200
January 28, 2022 (Revised Date: March 18, 2022)
Parcel 1 – Will Ruth – R.O.W. Vacating
Job No. 211228-02

Barragan And Associates Inc.

10950 Pellicano Dr., Building "F", El Paso, Texas 79935 Ph. (915) 591-5709 Fax (915) 591-5706

**PARCEL-2
DESCRIPTION**

Description of a portion of Roanoke Drive right-of-way between Threadgill Avenue and Will Ruth Avenue, within Los Ranchitos Subdivision, City of El Paso, El Paso County, Texas, filed for record in Volume 2, Page 4, Plat Records of El Paso County, Texas, and being more particularly described as follows:

COMMENCING at a found square bolt being the common corner of Sections 1, 6, 38 and 43, Block 1, Township 1, T&P Railway Co. Surveys, El Paso County, Texas; **THENCE**, N 88° 01' 56" W (S 88° 49' 00" W – Record), along the common section line of said Sections 1 and 38, a distance of 2322.86 feet to a point; **THENCE**, N 01° 58' 04" E, leaving said common section line, a distance of 45.00 feet to a point on the northerly right-of-way line of Threadgill Avenue, said point being the **POINT OF BEGINNING** of this description;

THENCE, N 88° 01' 56" W, a distance of 100.00 feet to a point on said northerly right-of-way line of Threadgill Avenue, being the beginning of a curve;

THENCE, 31.42 feet, leaving said northerly right-of-way line of Threadgill Avenue along an arc of a curve to the left with a radius of 20.00 feet, an interior angle of 90° 00' 00", and a chord which bears N 46° 58' 04" E, a distance of 28.28 feet to a point on the westerly right-of-way line of Roanoke Drive;

THENCE, N 01° 58' 04" E (N 01° 11' 00" W – Record), along the westerly right-of-way line of Roanoke Drive, a distance of 410.00 feet to a point being the beginning of a curve;

THENCE, 31.42 feet, leaving said westerly right-of-way line of Roanoke Drive, along an arc of a curve to the left with a radius of 20.00 feet, an interior angle of 90° 00' 00", and a chord which bears N 43° 01' 56" W, a distance of 28.28 feet to a point on the southerly right-of-way line of Will Ruth Avenue;

THENCE, S 88° 01' 56" E, a distance of 100.00 feet to a point on said southerly right-of-way line of Will Ruth Avenue, being the beginning of a curve;

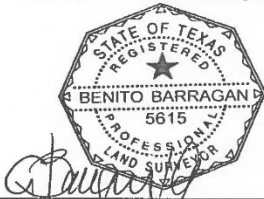
THENCE, 31.42 feet, leaving said southerly right-of-way line of Will Ruth Avenue, along an arc of a curve to the left with a radius of 20.00 feet, an interior angle of 90° 00' 00", and a chord which bears S 46° 58' 03" W, a distance of 28.28 feet to a point on the easterly right-of-way line of Roanoke Drive;

THENCE, S 01° 58' 04" W (S 01° 11' 00" E – Record), passing along said easterly right-of-way line of Roanoke Drive, a distance of 410.00 feet to a point on said easterly right-of-way line of Roanoke Drive, being the beginning of a curve;

THENCE, 31.42 feet, leaving said easterly right-of-way line of Roanoke Drive along an arc of a curve to the left with a radius of 20.00 feet, an interior angle of 90° 00' 00", and a chord which bears S 43° 01' 56" E, a distance of 28.28 feet to the **POINT OF BEGINNING** of this description and containing in all 0.63 acres more or less.

NOTES:

1. May be subject to easements whether of record or not. No Additional Research was performed by B&A Inc. for any reservations, restrictions, building lines, and or easements which may or may not affect this parcel.
2. Bearings shown are grid bearings derived from RTK Observations to the Texas CO-OP Network. Referred to the Texas Coordinate System (NAD 83) Central Zone. Distances are ground distances and may be converted to grid dividing by 1.000231.
3. This description does not intend to be a subdivision process which may be required by local or state code, and it is the client's/owner responsibility to comply with this code if required.
4. A survey of even date accompanies this description.



Benito Barragan T.S. R.P.L.S. 5615,
Barragan and Associates Inc.
Texas Surveying Firm # 10151200
January 28, 2022
Parcel 2 – Will Ruth – R.O.W. Vacating
Job No. 211228-02

Barragan And Associates Inc.

10950 Pellicano Dr., Building "F", El Paso, Texas 79935 Ph. (915) 591-5709 Fax (915) 591-5706

PARCEL-3 DESCRIPTION

Description of a portion of Ranchito Avenue right-of-way between Roanoke Drive and Rutledge Place, within Los Ranchitos Subdivision, City of El Paso, El Paso County, Texas, filed for record in Volume 2, Page 4, Plat Records of El Paso County, Texas, and being more particularly described as follows:

COMMENCING at a found square bolt being the common corner of Sections 1, 6, 38 and 43, Block 1, Township 1, T&P Railway Co. Surveys, El Paso County, Texas; **THENCE**, N 88° 01' 56" W (S 88° 49' 00" W – Record), along the common section line of said Sections 1 and 38, a distance of 1826.96 feet to a point; **THENCE**, N 01° 58' 04" E (N 01° 11' 00" W – Record), leaving said common section line and passing along the westerly right-of-way line of Rutledge Place, a distance of 220.00 feet to a point on said westerly right-of-way line of Rutledge Place, said point being the **POINT OF BEGINNING** of this description;

THENCE, 31.42 feet, leaving said westerly right-of-way line of Rutledge Place along an arc of a curve to the left with a radius of 20.00 feet, an interior angle of 90° 00' 00", and a chord which bears N 43° 01' 56" W, a distance of 28.28 feet to a point on the southerly right-of-way line of Ranchito Avenue;

THENCE, N 88° 01' 56" W (S 88° 49' 00" W – Record), along said southerly right-of-way line of Ranchito Avenue, a distance of 475.90 feet to a point, being the beginning of a curve;

THENCE, 31.42 feet, leaving said southerly right-of-way line of Ranchito Avenue along an arc of a curve to the left with a radius of 20.00 feet, an interior angle of 90° 00' 00", and a chord which bears S 46° 58' 04" W, a distance of 28.28 feet to a point on the easterly right-of-way line of Roanoke Drive;

THENCE, N 01° 58' 04" E, a distance of 100.00 feet to a point on the easterly right-of-way line of Roanoke Drive, being the beginning of a curve;

THENCE, 31.42 feet, leaving said easterly right-of-way line of Roanoke Drive along an arc of a curve to the left with a radius of 20.00 feet, an interior angle of 90° 00' 00", and a chord which bears S 43° 01' 56" E, a distance of 28.28 feet to a point on the northerly right-of-way line of Ranchito Avenue;

THENCE, S 88° 01' 56" E (N 88° 49' 00" E – Record), along said northerly right-of-way line of Ranchito Avenue, a distance of 475.90 feet to a point being the beginning of a curve;

THENCE, 31.42 feet, leaving said northerly right-of-way line of Ranchito Avenue along an arc of a curve to the left with a radius of 20.00 feet, an interior angle of 90° 00' 00", and a chord which bears N 46° 58' 04" E, a distance of 28.28 feet to a point on the westerly right-of-way line of Rutledge Place;

THENCE, S 01° 58' 04" W, a distance of 100.00 feet to the **POINT OF BEGINNING** of this description and containing in all 0.72 acres more or less.

NOTES:

1. This property may be subject to easements whether of record or not. No Additional Research was performed by B&A Inc. for any reservations, restrictions, building lines, and or easements which may or may not affect this parcel.
2. Bearings shown are grid bearings derived from RTK Observations to the Texas CO-OP Network. Referred to the Texas Coordinate System (NAD 83) Central Zone. Distances are ground distances and may be converted to grid dividing by 1.000231.
3. This description does not intend to be a subdivision process which may be required by local or state code, and it is the client's/owner responsibility to comply with this code if required.
4. A survey of even date accompanies this description.



Benito Barragan TX P.L.S. 5615,
Barragan and Associates Inc.
Texas Surveying Firm # 10151200
January 28, 2022
Parcel 3 – Will Ruth – R.O.W. Vacating
Job No. 211228-02

Barragan And Associates Inc.

10950 Pellicano Dr., Building "F", El Paso, Texas 79935 Ph. (915) 591-5709 Fax (915) 591-5706

PARCEL-4 DESCRIPTION

Description of a portion of Rutledge Place right-of-way between Threadgill Avenue and Will Ruth Avenue, within Los Ranchitos Subdivision, City of El Paso, El Paso County, Texas, filed for record in Volume 2, Page 4, Plat Records of El Paso County, Texas, and being more particularly described as follows:

COMMENCING at a found square bolt being the common corner of Sections 1, 6, 38 and 43, Block 1, Township 1, T&P Railway Co. Surveys, El Paso County, Texas; **THENCE**, N 88° 01' 56" W (S 88° 49' 00" W – Record), along the common section line of said Sections 1 and 38, a distance of 1746.96 feet to a point; **THENCE**, N 01° 58' 04" E, leaving said common section line, a distance of 45.00 feet to a point on the northerly right-of-way line of Threadgill Avenue, said point being the **POINT OF BEGINNING** of this description;

THENCE, N 88° 01' 56" W, a distance of 100.00 feet to a point on said northerly right-of-way line of Threadgill Avenue, being the beginning of a curve;

THENCE, 31.42 feet, leaving said northerly right-of-way line of Threadgill Avenue along an arc of a curve to the left with a radius of 20.00 feet, an interior angle of 90° 00' 00", and a chord which bears N 46° 58' 04" E, a distance of 28.28 feet to a point on the westerly right-of-way line of Rutledge Place;

THENCE, N 01° 58' 04" E (N 01° 11' 00" W – Record), passing along said westerly right-of-way line of Rutledge Place, a distance of 410.00 feet to a point on said westerly right-of-way line of Rutledge Place, being the beginning of a curve;

THENCE, 31.42 feet, leaving said westerly right-of-way line of Rutledge Place along an arc of a curve to the left with a radius of 20.00 feet, an interior angle of 90° 00' 00", and a chord which bears N 43° 01' 56" W, a distance of 28.28 feet to a point on the southerly right-of-way line of Will Ruth Avenue;

THENCE, S 88° 01' 56" E, a distance of 100.00 feet to a point on said southerly right-of-way line of Will Ruth Avenue, being the beginning of a curve;

THENCE, 31.42 feet, leaving said southerly right-of-way line of Will Ruth Avenue along an arc of a curve to the left with a radius of 20.00 feet, an interior angle of 90° 00' 00", and a chord which bears S 46° 58' 04" W, a distance of 28.28 feet to a point on the easterly right-of-way line of Rutledge Place;

THENCE, S 01° 58' 04" W (S 01° 11' 00" E – Record), passing along said easterly right-of-way line of Rutledge Place, a distance of 410.00 feet to a point on said easterly right-of-way line of Rutledge Place, being the beginning of a curve;

THENCE, 31.42 feet, leaving said easterly right-of-way line of Rutledge Place along an arc of a curve to the left with a radius of 20.00 feet, an interior angle of 90° 00' 00", and a chord which bears S 43° 01' 56" E, a distance of 28.28 feet to the **POINT OF BEGINNING** of this description and containing in all 0.63 acres more or less.

NOTES:

1. This property may be subject to easements whether of record or not. No Additional Research was performed by B&A Inc. for any reservations, restrictions, building lines, and or easements which may or may not affect this parcel.
2. Bearings shown are grid bearings derived from RTK Observations to the Texas CO-OP Network. Referred to the Texas Coordinate System (NAD 83) Central Zone. Distances are ground distances and may be converted to grid dividing by 1.000231.
3. This description does not intend to be a subdivision process which may be required by local or state code, and it is the client's/owner responsibility to comply with this code if required.
4. A survey of even date accompanies this description.



Benito Barragan T.X.R.P.L.S 5615,
Barragan and Associates Inc.
Texas Surveying Firm # 10151200
January 28, 2022
Parcel 4 – Will Ruth – R.O.W. Vacating
Job No. 211228-02

ATTACHMENT 4


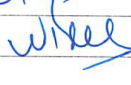


VACATION PUBLIC EASEMENTS AND RIGHTS-OF-WAY APPLICATION

Date: 01/10/2022

File No. _____

1. APPLICANTS NAME: MILLS PLAZA PROPERTIES VIII, LP
ADDRESS 123 W Mills Ave Suite 600 El Paso, Texas ZIP CODE 79901 TELEPHONE 915-504-7152
2. Request is hereby made to vacate the following: (check one)
Street ☐ Alley ☒ Easement ☐ Other ☐
Street Name(s) 415 N Mesa/414 N. Oregon Subdivision Name MILLS ADDITION
Abutting Blocks 2 Abutting Lots 10
3. Reason for vacation request: TO COMBINE ABUTTING LOTS TO CREATE A LARGER LOT FOR FUTURE DEVELOPMENT
4. Surface Improvements located in subject property to be vacated:
None ☐ Paving ☒ Curb & Gutter ☒ Power Lines/Poles ☒ Fences/Walls ☐ Structures ☐ Other ☐
5. Underground Improvements located in the existing rights-of-way:
None ☐ Telephone ☒ Electric ☐ Gas ☒ Water ☒ Sewer ☒ Storm Drain ☐ Other ☐
6. Future use of the vacated right-of-way:
Yards ☐ Parking ☒ Expand Building Area ☐ Replat with abutting Land ☐ Other ☐
7. Related Applications which are pending (give name or file number):
Zoning ☐ Board of Adjustment ☐ Subdivision ☐ Building Permits ☐ Other ☐
8. Signatures: All owners of properties which abut the property to be vacated must appear below with an adequate legal description of the properties they own (use additional paper if necessary).

Signature	Legal Description	Telephone
	Parcel 1: 0.239 Acres of Block 2, Mills Map Addition	915-504-7152
	Parcel 2: 0.178 Acres of Block 2, Mills Map Addition	915-504-7152

The undersigned Owner/Applicant/Agent understands that the processing of this Application will be handled in accordance with the procedure for Requesting Vacations and that no action on processing will be taken without payment of the non-refundable processing fee. It is further understood that acceptance of this application and fee in no way obligates the City to grant the Vacation. I/We further understand that the fee, if the Vacation is granted will be determined by the City of El Paso and a Certified or Cashier's Check must be presented before the request will be recommended for Council action.

The undersigned acknowledges that he or she is authorized to do so, and upon the City's request will provide evidence satisfactory to the City confirming these representations.

The granting of a vacation request shall not be construed to be a waiver of or an approval of any violation of any of the provisions of any applicable City ordinances.

OWNER SIGNATURE:  REPRESENTATIVE SIGNATURE: _____

REPRESENTATIVE (PHONE): 915 203 7277

REPRESENTATIVE (E-MAIL): ghaloul@eli-engineering.com

NOTE: SUBMITTAL OF AN APPLICATION DOES NOT CONSTITUTE ACCEPTANCE FOR PROCESSING UNTIL THE PLANNING DEPARTMENT REVIEWS THE APPLICATION FOR ACCURACY AND COMPLETENESS.

Planning & Inspections Department
811 Texas | P.O. Box 1890 | El Paso, Texas 79950-1890 | (915) 212-0085

ATTACHMENT 5

Planning and Inspections Department- Planning Division

No objections, staff recommends approval.

Planning and Inspections Department- Land Development Division

Any proposed improvements shall not impede the flow of storm-water runoff.

Parks and Recreation Department

No objections to proposed application.

Sun Metro

No comments received.

IT Department

No comments or concerns on this application.

Fire Department

No adverse comments, recommend approval.

Streets and Maintenance Department

TIA is not required.

Capital Improvement Department

No comments received.

El Paso Water

No comments received.

Texas Gas

No comments received.

El Paso Electric

No comments received.

El Paso County 911 District

No comments received.

Texas Department of Transportation

No comments received.

El Paso County

No comments received.

El Paso County Water Improvement District #1

No comments received.



Legislation Text

File #: 22-1462, Version: 1

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

DISTRICT, DEPARTMENT, CONTACT INFORMATION:

Please choose District and Department from drop down menu. Please post exactly as example below.

No Title's, No emails. Please use ARIAL 10 Font.

District 8

Economic and International Development, Robert A. Read, (915) 212-1699

AGENDA LANGUAGE:

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

Discussion and action on a Resolution that the City Manager be authorized to sign a Chapter 380 Economic Development Program Agreement ("Agreement") by and between CITY OF EL PASO ("City") and LEGATE CO TEXAS, LLC ("Applicant") in support of the renovation of a mixed-use building located in the downtown El Paso. The Agreement requires the Applicant to make a minimum investment of \$421,046.

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

AGENDA DATE:

CCA Regular 11/08/2022

PUBLIC HEARING DATE:

CONTACT PERSON(S) NAME AND PH. NUMBER:

Robert A. Read, 915-212-1699
Elizabeth Triggs, 915-212-0094

DISTRICT(S) AFFECTED:

8

STRATEGIC GOAL:

Goal 1: Create an Environment Conducive to Strong,
Sustainable Economic Development

SUBGOAL:

Goal 1.1 Stabilize and Expand El Paso's Tax Base

SUBJECT:

**APPROVE a resolution / ordinance / lease to do what? OR AUTHORIZE the City Manager to do what?
Be descriptive of what we want Council to approve. Include \$ amount if applicable.**

Discussion and action on a resolution that the City Manager be authorized to sign a Chapter 380 Economic Development Program Agreement ("Agreement") by and between CITY OF EL PASO ("City") and LEGATE CO TEXAS, LLC ("Applicant") in support of the renovation of a mixed-use building located in the downtown El Paso. The Agreement requires the Applicant to make a minimum investment of \$421,046.

BACKGROUND / DISCUSSION:

Discussion of the what, why, where, when, and how to enable Council to have reasonably complete description of the contemplated action. This should include attachment of bid tabulation, or ordinance or resolution if appropriate. What are the benefits to the City of this action? What are the citizen concerns?

Legate Co, TEXAS, LLC will be investing \$421,046 to renovate an existing 2 story building at 201 E. San Antonio. The renovation will create shell retail spaces on the first floor and seven (7) apartment units on the 2nd floor. The first floor will open opportunities for jobs in various fields and offer a creative mindset for any business to be run successfully. The renovation will offer downtown living opportunities while the street level space will create jobs, generate revenue and bolster downtown activity.

Upon satisfying all contract metrics, the Applicant will be eligible to receive the following incentives:

- **Property Tax Rebate** (City's Portion): The City's portion of ad valorem incremental property taxes. 15-year grant period. Capped at \$29,638
- **Construction Materials Sales Tax Rebate:** A one-time rebate of the City's Portion (1%) of Sales Taxes levied on project-related construction materials. Capped at \$2,105
- **Building Construction Fee Rebate:** A one-time rebate of certain building construction fees and planning fees as identified in Ordinance No. 018581 paid for the project. Capped at \$1,200

PRIOR COUNCIL ACTION:

Has the Council previously considered this item or a closely related one?

No, this is the first time this item will be presented to city council.

AMOUNT AND SOURCE OF FUNDING:

How will this item be funded? Has the item been budgeted? If so, identify funding source by account numbers and description of account. Does it require a budget transfer?

N/A

HAVE ALL AFFECTED DEPARTMENTS BEEN NOTIFIED? ☒ YES ☐ NO

PRIMARY DEPARTMENT: Economic and International Development

SECONDARY DEPARTMENT: N/A

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

DEPARTMENT HEAD: 

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

RESOLUTION

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

That the City Manager be authorized to sign a Chapter 380 Economic Development Program Agreement (“Agreement”) by and between **CITY OF EL PASO** (“City”) and **LEGATE CO TEXAS, LLC** (“Applicant”) in support of the renovation of a mixed-use building located in the downtown El Paso. The Agreement requires the Applicant to make a minimum investment of \$421,046.

APPROVED this _____ day of _____ 20__.

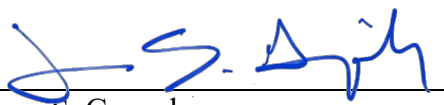
CITY OF EL PASO:

Oscar Leaser
Mayor

ATTEST:

Laura D. Prine
City Clerk

APPROVED AS TO FORM:



Juan S. Gonzalez
Senior Assistant City Attorney

APPROVED AS TO CONTENT:



Elizabeth Triggs, Interim Director
Economic & International Development

STATE OF TEXAS)
)
COUNTY OF EL PASO) **CHAPTER 380 ECONOMIC DEVELOPMENT
PROGRAM AGREEMENT
(Transit Oriented Development)**

This **CHAPTER 380 ECONOMIC DEVELOPMENT PROGRAM AGREEMENT** (this “Agreement”) is made and entered into by and between the **CITY OF EL PASO, TEXAS** (hereinafter referred to as the “City”), a Texas home rule municipal corporation, and **LEGATE CO TEXAS, a Texas Limited Liability Company** (hereinafter referred to as the “Applicant”), for the purposes and considerations stated below:

WHEREAS, the Applicant desires to enter into this Agreement pursuant to Chapter 380 of the Texas Local Government Code (hereinafter referred to as “Chapter 380”); and

WHEREAS, on August 30, 2022, the El Paso City Council adopted the Transit Oriented Development Policy, as amended on April 2, 2019, authorizing the City to enter into Chapter 380 Agreements to encourage the growth and development of Transit Oriented Development.

WHEREAS, the City desires to provide, pursuant to Chapter 380, incentives to Applicant for the renovation of a mixed-use property located at **201 E. San Antonio St., El Paso, Texas 79901**, meeting the eligibility requirements of the Transit Oriented Development Incentive Policy with such Development being more specifically described on **Exhibit A** attached hereto (the “Development”) which is within the designated incentive area as more specifically depicted on the Map attached hereto as **Exhibit B** (the “Incentive Area”); and

WHEREAS, the City has the authority under Chapter 380 to make loans or grants of public funds for the purposes of promoting local economic development and stimulating business and commercial activity within the City of El Paso; and

WHEREAS, the City determines that a grant of funds to Applicant will serve the public purpose of enhancing the value of the local tax base and foster and support economic growth and opportunity and to ensure new investments will market the area as a thriving place to work, live and visit, within the City of El Paso’s downtown core; and

WHEREAS, the City has further determined that the Development will advance the City’s revitalization strategy for the future growth and development of the downtown area, which is the economic heart of the City and directly and indirectly results in the creation of additional jobs in the City of El Paso and stimulates commercial activity in an underdeveloped area, the value of such benefits to the City outweighing the amount of Grant funds the City will provide to Applicant under this Agreement; and

WHEREAS, the Development in the manner more fully described in this Agreement will encourage increased economic development in the City of El Paso’s historic downtown core, result in significant increases in the City’s property tax revenues, sales tax revenues, and improve the City’s ability to provide for the health, safety and welfare of the citizens of El Paso and creating an area with quality and thriving places to work, live and visit; and

WHEREAS, the City has concluded and hereby finds that this Agreement clearly promotes economic development in the City of El Paso and as such meets the requisites under Chapter 380 of the Texas Local Government Code and further is in the best interests of the City and Applicant.

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

SECTION 1. DEFINITIONS.

The following words shall have the following meanings when used in this Agreement.

- A. **Agreement** means this Chapter 380 Economic Development Program Agreement, together with all exhibits and schedules attached to this Agreement.
- B. **Applicant** means Legate Co Texas, a Texas Limited Liability Company.
- C. **Base Year Value** means the value of the real and personal property on the rolls as of January 1st of the year in which this Agreement is executed. However, under no circumstances shall the Base Year Value be interpreted to be equivalent or determinative for appraisal purposes or to be utilized in any way to determine market value. For the purposes of this Agreement, the Base Year Value shall be **\$270,000**.
- D. **Building Construction Fee Rebate** means the one-time rebate of certain building construction fees and planning fees as identified in Ordinance No. 018581 paid for the Development and payable from the City's general revenue fund. The Building Construction Fee Rebate shall not exceed **\$1,200** and will be rebated upon the Applicant's provision of the Grant Submittal Package to the City to demonstrate that the total construction cost for the Development is greater than the Base Year Value.
- E. **City** means the City of El Paso, Texas.
- F. **Comprehensive Plan** means the City of El Paso's Comprehensive Plan entitled "Plan El Paso" adopted by the El Paso City Council on March 6, 2012.
- G. **Construction Materials Sales Tax Rebate** means a 100% rebate of the City's one percent (1%) Sales and Use Tax Receipts for materials and labor of Taxable Items used in the construction of the Development. For the purposes of this Agreement, this rebate amount shall not exceed **\$2,105**.
- H. **Development** means new construction or rehabilitation of commercial properties or multi-family development within the incentive area that utilize design guidelines described in the Comprehensive Plan and meet the eligibility criteria of the Transit Oriented Development Incentive Policy incorporated herein for all purposes, with the Development being more

specifically described by **Exhibit A**, which is attached hereto and incorporated herein for all purposes.

- I. **Effective Date** means the date upon which both parties have fully executed this Agreement as set forth on the signature page hereof.
- J. **Event of Default** has the meaning set forth in Section 5 of this Agreement.
- K. **Event of Non-appropriation** means the failure of the City to appropriate for any Fiscal Year, sufficient funds to pay the Grant payment, or the reduction of any previously appropriated money below the amount necessary to permit the City to pay the Grant payments from lawfully available funds.
- L. **Grant** means each annual payment to Applicant under the terms of this Agreement computed as the sum of the following rebates/incentives as applicable: (i) Property Tax Rebate; (ii) Construction Materials Sales Tax Rebate; and (iii) Building Construction Fee Rebate. The aggregate amount of grant payments shall not exceed **\$32,944**.
- M. **Grant Submittal Package** means the documentation required to be supplied to City on a yearly basis as a condition of receipt of any Grant, with such documentation more fully described in **Exhibit C**, which is attached hereto and incorporated herein for all purposes.
- N. **Minimum Appraisal Value** mean the value of the real and personal property and improvement of the Development during and after the construction of the Development below which Applicant and its Affiliate(s) may not protest nor contest the appraised value of the Development with the El Paso Central Appraisal District during the term of this Agreement. Thereafter, under no circumstances shall the Minimum Appraisal Value be interpreted to be equivalent or determinative for appraisal purposes or to be utilized in any way to determining market value. This value should in no way be interpreted to affect the values set by the Central Appraisal District for tax purposes. Upon the termination of this Agreement, Applicant agrees that neither this Agreement, nor the values contained within, will be utilized to contest appraisal values or in the determination of the market value of the Development. Non-compliance under this Section will be considered an Event of Default and subject to the provisions under Sections 5 and 6. For the purposes of this Agreement, the Minimum Appraisal Value is **\$480,523**.
- O. **Minimum Investment** mean those costs incurred by Applicant or third parties in the construction, or furnishing of the improvements for the Development. For purposes of this Agreement, the Minimum Investment amount will be **\$421,046**.
- Q. **Property** means approximately **0.07 acres** of real property located at **201 E. San Antonio Street**, in El Paso, Texas, more specifically described on **Exhibit A**.
- R. **Property Tax Rebate** means a rebate, according to the property tax rebate schedule found in **Exhibit D**, of the City's portion of the incremental ad valorem property tax revenue generated by the Property above the Base Year Value. The base year used for the calculation of

incentives will be the year of contract execution. For purposes of this Agreement, the total amount of Property Tax Rebate payments shall not exceed **\$29,639**.

S. **[INTENTIONALLY DELETED]**

T. **State Comptroller** mean the office of the Texas Comptroller of Public Accounts.

SECTION 2. TERM AND GRANT PERIOD.

The term of this Agreement shall commence on the Effective Date (as hereinafter defined) and shall terminate on the first to occur: (i) the date when the Grant is fully paid; (ii) Seventeen (17) years from the Effective Date, (iii) the proper termination of this Agreement in accordance with the applicable provisions contained herein or (iv) termination by mutual consent of the parties in writing. The Effective Date of this Agreement shall be the date upon which both parties have fully executed this Agreement. However, Applicant's eligibility for annual Grant payments shall be limited to Fifteen (15) consecutive years for Development (the "Grant Period") within the term of this Agreement and subject to the individual provisions regulating the individual rebates/incentives. The Grant Period shall begin with the first year being the first tax year that begins after the issuance of the Certificate of Occupancy for the Development. The City shall review Applicant's eligibility for Grant Payments on an annual basis during the Grant Period.

SECTION 3. OBLIGATIONS OF APPLICANT.

In consideration of City agreeing to pay the Grant in accordance with the terms, provisions and conditions of this Agreement, Applicant agrees to the following terms and conditions that must be fulfilled in order to receive the Grant:

A. DEVELOPMENT.

(1) Applicant agrees that the rehabilitation Development is a private commercial or multi-family use property that includes investment in construction located in the Incentive Area depicted on **Exhibit B** attached hereto.

(2) Applicant agrees to develop and construct, at its sole cost, the Development. Applicant must obtain the building permits for the Development within six (6) months from the Effective Date.

(3) Applicant agrees that it shall meet the design guidelines outlined in the City's Transit Oriented Development Policy.

(4) Applicant agrees that the Development shall not include the demolition of properties with a historic overlay that are deemed historic or contributing unless specifically approved by El Paso City Council.

(5) Applicant shall diligently pursue the completion of the Development in accordance with all applicable federal, state and local laws and regulations.

(6) Applicant agrees expend or cause to be expended, at its sole cost and expense Minimum Investment of **\$421,046** for redevelopment/rehabilitation of the Development.

(7) Within twenty-four (24) months of the Effective Date of this Agreement, Applicant shall submit documentation to the City to verify the Minimum Investment associated with the completion of the Development to include Certificates of Occupancy.

(8) Applicant shall pay by January 31 of each year all of the real and business personal ad valorem taxes due for the previous tax year on the Development and any other property within the City of El Paso. Applicant must demonstrate that it has incurred no delinquent taxes by providing certified city tax certificates for each parcel of property owned in the City of El Paso. Applicant shall have the right to contest the appraised value of the Development as provided by law. However, Applicant covenants and agrees that during the term of this Agreement it shall not challenge or permit anyone else to take actions on its behalf to challenge any assessments by the Central Appraisal District at Minimum Appraisal Value or lower.

(9) Applicant shall allow the City and its agents reasonable access to operating records, accounting books, and any other records related to the economic development considerations and incentives described herein, during normal business hours, at its principal place of business in the City of El Paso, Texas, , that are in Applicant's possession, custody, or control, for purposes of verifying the Qualified Expenditures and for audit purposes, if so requested by the City. The confidentiality of such records will be maintained in accordance with all applicable laws.

(10) Applicant shall provide all required invoices and other required documentation to City electronically at the following address: EDcompliance@elpasotexas.gov.

B. AMOUNT OF GRANT.

The total amount of the Grant payable by the City under this Agreement if any, shall not exceed the aggregate amount of **\$32,944**.

C. DISBURSEMENT OF GRANT.

(1) During the term of this Agreement and beginning as of the commencement of the Grant Period and ending Fifteen (15) years thereafter, or at termination, whichever comes first, and subject to the conditions contained in this Agreement, Applicant shall be eligible to receive on a yearly basis the Grant payment.

(2) Applicant's eligibility for any Grant payment is expressly contingent upon Applicant's satisfaction of the requirements of Section 3 of this Agreement. Under no circumstance shall the City be required to disburse more than **\$32,944** as the total amount of the Grant nor shall Applicant be entitled to receive the Grant unless it satisfies all the requirements of this Agreement. Applicant agrees to provide the City with any

documentation the City may reasonably require or request to substantiate the Applicant's compliance with this Agreement.

(3) In order to receive the disbursement of the Grant, Applicant must submit a Grant Submittal Package, as specified in Section 3(D) below.

D. GRANT SUBMITTAL PACKAGE.

In order to receive the disbursement of the Grant, the Applicant must submit a Grant Submittal Package, as specified below.

(1) The Applicant shall annually submit one Grant Submittal Package which shall be in the form provided in **Exhibit C**, together with the requisite documentation. The Applicant shall submit to the City the initial Grant Submittal Package on **October 11, 2025**, or within 30 business days after this date. Thereafter, the Applicant's annual Grant Submittal Package must be submitted on or within 30 business days after the **11th day of October** of each year. A failure by the Applicant to timely submit a Grant Submittal Package in accordance with this paragraph is a waiver by the Applicant to receive a Grant payment for that Grant year

(2) Concurrent with the submittal of a Grant Submittal Package, the Applicant will submit to the City documentation as may be reasonably necessary to verify the expenditure to date of the Minimum Investment, which has not otherwise been verified as part of a prior submittal. The City will provide to the Applicant a written explanation for any Minimum Investment that the City determines cannot be verified. The Applicant may submit additional documentation to the City in order to obtain verification.

(3) The City's determination of the amount of the Grant payment due to the Applicant is final.

SECTION 4. OBLIGATIONS OF CITY.

During the term of this Agreement and so long as an event of default has not occurred (provided, however, an event of default hereunder shall not be deemed to have occurred until after the expiration of the applicable notice and cure period), City shall comply with the following terms and conditions:

- A. The City agrees to provide a Construction Materials Sales Tax Rebate not to exceed **\$2,105.00** in accordance with the terms and provisions of this Agreement.
- B. The City agrees to provide a Building Construction Fee Rebate not to exceed **\$1,200** in accordance with the terms and provisions of this Agreement.
- C. The City agrees to provide a Property Tax Rebate not to exceed **\$29,639** in accordance with the terms and provisions of this Agreement.

- D. *[INTENTIONALLY DELETED]*.
- E. The City will process any eligible Grant payment within ninety (90) days after receipt of the Applicant's annual Grant Submittal Package. The City agrees to process any Grant Payments to Applicant within ninety (90) days after its approval of the Applicant's Grant Submittal Package.
- F. The City shall determine the total amount of Grant payments due to the Applicant, if any, on an annual basis. Provided the Applicant satisfies all the requirements of this Agreement, Applicant shall be eligible for the annual Grant payment.

SECTION 5. EVENTS OF DEFAULT.

Each of the following shall constitute an Event of Default under this Agreement:

- A. **False Statements.** In the event the Applicant provides any written warranty, representation or statement under this Agreement or any document(s) related hereto that is/are false or misleading in any material respect, either now or at the time made or furnished, and Applicant fails to cure same within thirty (30) days after written notice from the City describing the violation shall be deemed an event of default. If such violation cannot be cured within such thirty (30) day period in the exercise of all due diligence, and Applicant fails to commence such cure within such thirty (30) day period or fails to continuously thereafter diligently prosecute the cure of such violation, such actions or omissions shall also be deemed an event of default. Further, if Applicant obtains actual knowledge that any previously provided warranty, representation or statement has become false or misleading after the time that it was made, and Applicant fails to provide written notice to the City of the false or misleading nature of such warranty, representation or statement within ten (10) days after Applicant learns of its false or misleading nature, such action or omission shall be deemed an event of default. In the event this Agreement is terminated pursuant to this Section, all Grant Payments previously provided by the City pursuant to this Agreement shall be recaptured and repaid by Applicant within sixty (60) days from the date of such termination.
- B. **Insolvency.** The dissolution or termination of Applicant's existence as a going business or concern, Applicant's insolvency, appointment of receiver for any part of Applicant's portion of the Property, any assignment of all or substantially all of the assets of Applicant for the benefit of creditors of Applicant, or the commencement of any proceeding under any bankruptcy or insolvency laws by or against Applicant shall all be deemed events of default. However, in the case of involuntary proceedings, if such proceedings are discharged within sixty (60) days after filing, no event of default shall be deemed to have occurred.
- C. **Construction of Development.** Applicant's failure to comply with its construction obligations set forth in this Agreement and as detailed in **Exhibit A** and Applicant's failure to cure same within thirty (30) days after written notice from the City shall be deemed an event of default. If such failure cannot be cured within such thirty (30) day period in the exercise of all due diligence but Applicant fails or refuses to commence such cure within such

thirty (30) day period or fails or refuses to continuously thereafter diligently prosecute such cure, except to the extent such failure is caused by any act or failure to act on the part of the CITY, such actions or omissions shall be deemed events of default.

- D. **Property Taxes.** Prior to the receipt of any reimbursement grant payments under this incentive program, the Applicant must demonstrate that it has incurred no delinquency taxes by providing certified city tax certificates for each parcel of property owned in the City of El Paso. Applicants who are exempt from payment of ad valorem property taxes on the subject property are deemed ineligible to participate in this incentive program

In the event Applicant allows any property taxes owed to the City to become delinquent and fails to timely and properly follow the legal procedures for protest and/or contest of such taxes and to cure such failure or post a satisfactory bond within thirty (30) days after written notice thereof from the City and/or El Paso Central Appraisal District, such actions or omissions shall be deemed an event of default. Subject to the restrictions noted herein, Applicant shall have the right to contest the appraised value of the Development provided however, the Applicant agrees that it will not contest or allow any party to contest on its behalf a value at or less than Minimum Appraisal Value. Applicant's failure to comply with this prohibition against maintaining the minimum tax value shall constitute an event of default and may result in a termination of this Agreement.

- E. **Other Defaults.** Failure of Applicant or City to comply with or to perform any other term, obligation, covenant or condition contained in this Agreement or in any related documents, and Applicant or City fails to cure such failure within thirty (30) days after written notice from the other party describing such failure shall be deemed an event of default. If such failure cannot be cured within such thirty (30) day period in the exercise of all due diligence, but if Applicant or City also fails or refuses to commence such cure within such thirty (30) day period or fails or refuses to continuously thereafter diligently prosecute the cure of such failure, such act or omission shall be deemed an event of default.
- F. **Failure to Cure.** If any event of default by Applicant shall occur, and after Applicant fails to cure same in accordance herewith, then this Agreement is terminated without any further action required of the City and the City's obligations end at that time. If a default has not been cured within the time frame stated herein, the non-defaulting party shall have all rights and remedies under the law or in equity.

SECTION 6. RECAPTURE.

Should the Applicant default under Section 5 of this Agreement and provided that the cure period for such default has expired, all Grant Payments previously provided by the City pursuant to this Agreement shall be recaptured and repaid by Applicant within sixty (60) days from the date of such termination.

SECTION 7. TERMINATION OF AGREEMENT BY CITY WITHOUT DEFAULT OF APPLICANT.

The City may terminate this Agreement for its convenience and without the requirement of an event of default by Applicant, which shall become effective immediately if any state or federal statute, regulation, case law, or other law renders this Agreement ineffectual, impractical or illegal, including any case law holding that a Chapter 380 Economic Development Agreement such as this Agreement is an unconstitutional debt.

SECTION 8. MISCELLANEOUS PROVISIONS.

The following miscellaneous provisions are a part of this Agreement:

- A. **Amendments.** This Agreement constitutes the entire understanding and agreement of the parties as to the matters set forth in this Agreement. No alteration of or amendment to this Agreement shall be effective unless given in writing and signed by both parties.
- B. **Applicable Law and Venue.** This Agreement shall be governed by and construed in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in El Paso County, Texas. Venue for any action arising under this Agreement shall lie in the state district courts of El Paso County, Texas.
- C. **Assignment of Applicant's Rights.** Applicant understands and agrees that the City expressly prohibits Applicant from selling, transferring, assigning or conveying in any way any rights to receive the Grant proceeds without the City's prior written consent. Any change in control of Developer constitutes an assignment for purposes of this Agreement. Any such attempt to sell, transfer, assign or convey without the City's prior written consent shall result in the immediate termination of this Agreement, with no ability for the Applicant to cure.
- D. **Applicant's Sale or Transfer of the Development.** Thirty days prior to any sale or other transfer of ownership rights in the Development, Applicant shall notify the City in writing of such sale or transfer. This provision is a material term of this Agreement and the failure to notify the City of such sale or transfer within the applicable period shall constitute an event of default.
- E. **Binding Obligation.** This Agreement shall become a binding obligation on the signatories upon execution by all signatories hereto. City warrants and represents that the individual executing this Agreement on behalf of City has full authority to execute this Agreement and bind City to the same. The individual executing this Agreement on Applicant's behalf warrants and represents that he or she has full authority to execute this Agreement and bind Applicant to the same.
- F. **Confidentiality Obligations.** The confidentiality of records related to the City's economic development considerations and incentives provided herein will be maintained in accordance with and subject to all applicable laws, including the Public Information Act,

Chapter 552, Texas Government Code. To the extent permitted by state or federal law, the City shall maintain the confidentiality of any proprietary information and shall not copy any such information except as necessary for dissemination to the City's agents or employees and agrees that, as required by the Public Information Act, it will notify Applicant if a request relating to such proprietary information is received. The Applicant represents that it understands that the Public Information Act excepts disclosure of trade secret and confidential commercial information and that it will need to assert the proprietary interest of the Applicant as a basis for nondisclosure.

- G. **Completion of Development.** As consideration for the agreements of the City as contained herein, Applicant agrees that it will diligently and faithfully in a good and workmanlike manner pursue the completion of the Development and that the construction of same will be in accordance with all applicable federal, state and local laws and regulations.
- H. **Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which shall constitute one and the same document.
- I. **Employment of Undocumented Workers.** During the term of this Agreement, Applicant agrees not to knowingly employ any undocumented workers as defined in Texas Government Code Section 2264.001. If convicted of a violation under 8 U.S.C. Section 1324a(f), Applicant shall repay the amount of the Grant payments received by Applicant from the City as of the date of such violation not later than one hundred twenty (120) days after the date Applicant is notified by City of a violation of this section, plus interest from the date the Grant payment(s) was paid to Applicant, at the rate of seven percent (7%) per annum. The interest will accrue from the date the Grant payment(s) were paid to Applicant until the date the reimbursement payments are repaid to City. City may also recover court costs and reasonable attorney's fees incurred in an action to recover the Grant payment(s) subject to repayment under this section. Applicant is not liable for a violation by its subsidiary, affiliate, or franchisee, or by a person which whom Applicant contracts.
- J. **Force Majeure.** It is expressly understood and agreed by the parties to this Agreement that if the performance of any obligations hereunder is delayed by reason of war, civil disturbance, acts of God, inclement weather, fire or other casualty, natural disaster, strike, lockout, national or regional emergency, or other similar events beyond the control of the delayed part, that is not the result of negligence or intentional act or misconduct, or court injunction, the party so obligated or permitted shall be excused from doing or performing the same during such period of delay, so that the time period applicable to such obligation or requirement shall be extended for a period of time equal to the period such party was delayed.
- K. **No Joint Venture.** The parties acknowledge and agree that the terms hereof are not intended to and shall not be deemed to create any partnership or joint venture between the parties. The City, its past, present and future officers, elected officials, employees and agents of the City, do not assume any responsibilities or liabilities to any third party in

connection with the Development or the design, construction, or operation of the Development, or any portion thereof.

- L. **Notices.** All notices required to be given under this Agreement shall be given in writing and shall be effective when (i) actually delivered or when deposited in the United States mail, first class, postage prepaid, addressed to the party to whom the notice is to be given at the addresses shown below; (ii) sent via electronic transmission to the email addresses set forth below; or (iii) when delivered by hand-delivery. Any party may change its address for notices under this Agreement by giving formal written notice to the other parties, specifying that the purpose of the notice is to change the party's address. For notice purposes, each party agrees to keep the other informed at all times of its current address. Applicant shall provide all required Grant Submittal Packages and other required documentation to City electronically at the following address: **EDcompliance@elpasotexas.gov.**

City: City of El Paso
City Manager
PO Box 1890
El Paso, TX 79950-1890

Copy To: City of El Paso
Economic and International Development
PO Box 1890
El Paso, TX 79950-1890
Email: EDcompliance@elpasotexas.gov

Applicant: Sam J. Legate
Legate Co. Texas LLC
~~109 N. Oregon 12th Floor~~ 420 E-San Antonio Ave. 2nd Floor
El Paso, TX 79901
Email: Samlegate@scherrlegate.com

- M. **Ordinance Applicability.** The signatories hereto shall be subject to all ordinances of the City, whether now existing or in the future arising.
- N. **Severability.** In the event any provision of this Agreement shall be determined by any court of competent jurisdiction to be invalid or unenforceable, the Agreement shall, to the extent reasonably possible, remain in force as to the balance of its provisions as if such invalid provision were not a part hereof.
- O. **Governmental Functions.** The parties agree that the City is entering this Agreement in the exercise of its governmental functions under the Texas Tort Claims Act. The parties also agree that the City is entering into this Agreement as a governmental entity performing a governmental function.

- P. **Compliance with the Law.** The parties will comply with all applicable laws, administrative orders, and any rules or regulations relating to the obligations under this Agreement. If applicable, then the Applicant will procure all licenses and pay all fees or other charges as required to complete the Work under this agreement.
- Q. **Third-Party Beneficiaries.** There are no third-party beneficiaries for this Agreement.

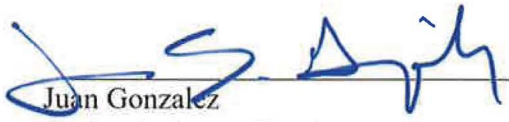
[Signatures Begin on the Following Page]

IN WITNESS WHEREOF, the parties have executed this Agreement on this ____ day
of _____, 20__.

CITY OF EL PASO:

Tomás González
City Manager

APPROVED AS TO FORM:



Juan Gonzalez
Senior Assistant City Attorney

APPROVED AS TO CONTENT:



Elizabeth Triggs, Director
Economic & International Development

Applicant:
Legate Co Texas, LLC



Sam J. Legate
Managing Member

[Acknowledgments begin on the following page]

ACKNOWLEDGMENT

STATE OF TEXAS §
 §
COUNTY OF EL PASO §

This instrument was acknowledged before me on the ____ day of _____, 2022
by **Tomás González**, as **City Manager** of the **City of El Paso, Texas** (City).

Notary Public, State of Texas

My Commission Expires:

ACKNOWLEDGMENT

STATE OF TEXAS §
 §
COUNTY OF EL PASO §

This instrument was acknowledged before me on the 25th day of October, 2022
by **Sam J. Legate** as **Managing Member** of **Legate Co Texas, LLC** (Applicant).

Gloria Jaso

Notary Public, State of Texas

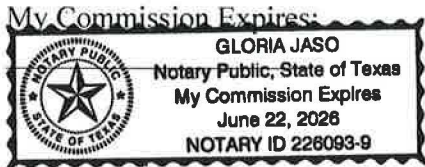


EXHIBIT A

[Legal Description / Narrative of Development]

Legal Description: 5-1/2 MILLS 40 FT ON OREGON X 61.667 FT ON SAN ANTONIO X 66 FT ON TEXAS

Physical Address: 201 E. San Antonio Ave. El Paso, Texas 79901



Narrative of Development:

Owner to renovate an existing 2 story building in Downtown El Paso. Renovation will create vanilla shell retail spaces on the first floor and seven (7) apartment units on the 2nd floor. The first floor will open opportunities for jobs in various fields and offer a creative mindset for any business to be run successfully. The renovation will offer downtown living opportunities while the street level space will create jobs, generate revenue and bolster downtown activity

EXHIBIT B **[Streetcar Corridor Incentive Area]**



EXHIBIT C

Grant Submittal Package Form

_____(the Applicant) believes that it has substantially met its obligations under the Chapter 380 Agreement executed on _____ (date). Pursuant to the Agreement, the Applicant submits this Grant Submittal Package Form in compliance with said Agreement and in anticipation of receiving the Grant in consideration for his obligations met under the Agreement.

As required by the Agreement, the following information is submitted.

1. Documentation (i.e. including; but not limited to, bank statements, invoices, copies of checks, receipts) evidencing proof of payment by Applicant of at least a minimum aggregate of **\$421,046.00** in Qualified Expenditures associated with the Development, as those terms are defined in the Agreement.
2. Copies of all required permits and approvals obtained by Applicant or on Applicant's behalf for construction of improvements in the Development.
3. Property Tax Payment Receipt(s) of payment for tax year _____.

It is understood by the Applicant that the City of El Paso has up to 90 days to process this request and reserves the right to deny the Grant claim if the Applicant has failed to comply with the terms of the Agreement.

By the signature of the Applicant below, the Applicant hereby certifies that: (1) the copies of the receipts attached to this Grant Submittal Package Form represent Qualified Expenditures incurred in the improvements and new construction to the Development; (2) the Applicant has paid or caused to be paid the City's local sales and use taxes associated with the Qualified Expenditures; and (3) that the copies of the receipts and copies of the permits attached herein are true and correct.

Signature: _____

EXHIBIT D
Tax Rebate Schedule

Retail Sales and Use Tax Rebate Schedule				
Year 1	Year 2	Year 3	Year 4	Year 5
100%	75%	50%	25%	25%



El Paso, TX

300 N. Campbell
El Paso, TX

Legislation Text

File #: 22-1454, Version: 1

CITY OF EL PASO, TEXAS LEGISTAR AGENDA ITEM SUMMARY FORM

DISTRICT, DEPARTMENT, CONTACT INFORMATION:

Please choose District and Department from drop down menu. Please post exactly as example below.

No Title's, No emails. Please use ARIAL 10 Font.

All Districts

Office of Management and Budget, K. Nicole Cote, (915) 212-1092

AGENDA LANGUAGE:

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

Presentation, discussion and action on the FY 2021-2022 4th Quarter Financial Report and to authorize the City Manager or his designee to allocate year-end surplus to the Operating and Debt Stabilization Fund.

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

AGENDA DATE: November 8, 2022

PUBLIC HEARING DATE:

CONTACT PERSON(S) NAME AND PHONE NUMBER:

K. Nicole Cote, Interim Managing Director, City Manager's Office (915) 212-1092

DISTRICT(S) AFFECTED: All

STRATEGIC GOAL: 6. Set the Standard for Sound Governance and Fiscal Management

SUBGOAL: N/A

SUBJECT:

Presentation, discussion and action on the FY 2021-2022 4th Quarter Financial Report and to authorize the City Manager or his designee to allocate year-end surplus to the Operating and Debt Stabilization Fund.

BACKGROUND / DISCUSSION:

The FY 2022 Budget Resolution requires that within forty-five (45) working days after the close of each fiscal quarter the City Manager or his/her designee shall provide a quarterly report to City Council regarding the status and year end projection of the budget

PRIOR COUNCIL ACTION:

The City Council adopted the Budget Policies on March 3, 2020 to approve the budget stabilization fund. The stabilization fund was established as a reserve of surplus revenues to be used with the purpose of 1) minimizing future tax rate impact, 2) protecting against raising charges for services and fees and 3) providing available funding for specific circumstances as needed to maintain the same levels of service.

AMOUNT AND SOURCE OF FUNDING:


HAVE ALL AFFECTED DEPARTMENTS BEEN NOTIFIED? X YES NO

PRIMARY DEPARTMENT: City Manager's Office

SECONDARY DEPARTMENT: All City

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

DEPARTMENT HEAD:



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



El Paso, TX

300 N. Campbell
El Paso, TX

Legislation Text

File #: 22-1458, Version: 1

CITY OF EL PASO, TEXAS LEGISTAR AGENDA ITEM SUMMARY FORM

DISTRICT, DEPARTMENT, CONTACT INFORMATION:

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

All Districts

Capital Improvement Department, Joaquin Rodriguez, (915) 212-0065

AGENDA LANGUAGE:

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

Presentation and discussion and action on coordination regarding Frontera Road congestion.

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

AGENDA DATE: November 8, 2022

PUBLIC HEARING DATE: N/A

CONTACT PERSON(S) NAME AND PHONE NUMBER: Joaquin Rodriguez, AICP, 212-0065

DISTRICT(S) AFFECTED: ALL

STRATEGIC GOAL: No.7: Enhance and Sustain El Paso's Infrastructure Network

SUBGOAL: N/A

SUBJECT:

Presentation and discussion on coordination regarding Frontera Road congestion.

BACKGROUND / DISCUSSION:

This presentation will provide an update on coordination with the City of Sunland Park, NM and El Paso MPO on traffic and congestion on Frontera Rd as a result of future development.

PRIOR COUNCIL ACTION:

N/A

AMOUNT AND SOURCE OF FUNDING:

N/A

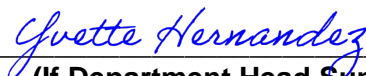
HAVE ALL AFFECTED DEPARTMENTS BEEN NOTIFIED? ___ YES X NO

PRIMARY DEPARTMENT: CID Planning

SECONDARY DEPARTMENT: SAM

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

DEPARTMENT HEAD:



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