

Oscar Leaser
Mayor

Cary Westin
Interim City Manager



CITY COUNCIL
Brian Kennedy, District 1
Alexsandra Anello, District 2
Cassandra Hernandez, District 3
Joe Molinar, District 4
Isabel Salcido, District 5
Art Fierro, District 6
Henry Rivera, District 7
Chris Canales, District 8

AGENDA FOR THE REGULAR COUNCIL MEETING

August 01, 2023
COUNCIL CHAMBERS, CITY HALL, 300 N. CAMPBELL AND VIRTUALLY
9:00 AM

Teleconference phone number: 1-915-213-4096
Toll free number: 1-833-664-9267
Conference ID: 543-747-698#

Notice is hereby given that a Regular Meeting of the City Council of the City of El Paso will be conducted on August 1, 2023, 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 Conference ID: 543-747-698#

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://app.smartsheet.com/b/form/dc001f113c14440db558b9da4e973ce2>

To speak on Agenda Items:

<https://app.smartsheet.com/b/form/cc20aad8258146ab8f63761079bd1091>

A quorum of City Council must participate in the meeting.

ROLL CALL

INVOCATION BY EL PASO POLICE CHAPLAIN ROBERT HEMPHILL, JR. PH.D.

PLEDGE OF ALLEGIANCE

World Mission Society Church of God

Fernando Guerra
Daniel Bravo
Nicole Esparza
Sandy Reyes

MAYOR'S PROCLAMATIONS

El Paso Strong Day

ELEMI DAY

Purple Heart City

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 July 18, 2023, the Agenda Review of July 17, 2023, the Work Session of July 17, 2023, and the Special Meeting of July 10, 2023.

[23-977](#)

All Districts

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

CONSENT AGENDA - REQUEST TO EXCUSE ABSENT CITY COUNCIL MEMBERS:

2. REQUEST TO EXCUSE ABSENT CITY COUNCIL MEMBERS

[23-125](#)

CONSENT AGENDA - RESOLUTIONS:

Goal 3: Promote the Visual Image of El Paso

3. That the Solid Waste liens on the attachment posted with this agenda be approved (See Attachment A). [23-973](#)

All Districts

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

4. That the Demolition liens on the attachment posted with this agenda be approved (See Attachment B). [23-974](#)

Districts 2 and 8

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

5. A Resolution approving a detailed site development plan for Lot 1, Block 1, Bowen Industrial, 8250 North Loop Drive, 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. [23-999](#)

The proposed detailed site development 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: 8250 North Loop Drive
Applicant: Orion Three Kings, LLC, PZDS22-00012

District 7

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

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

6. That the City Council approves an Increase Construction Change Order in the amount of \$341,500.70 to Black Stallion Contractors, Inc. for the Corrugated Metal Pipe Rehabilitation under Contract No. 2022 - 0402 Canterbury Trails Improvements. No additional days will be added to contract number 2022-0402. The new contract sum, including this change order notice and previous change order notices is \$3,425,497.61. The City Manager, or designee, is authorized to execute any documents and contract amendments needed to carry out the intent of this Resolution. [23-975](#)

District 8

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

7. That the City Manager, or designee, be authorized to sign an Advance Funding Agreement by and between the City of El Paso and the State of Texas, acting by and through the Texas Department of Transportation, for the design and construction of the Highway Safety Improvement Program grant improvements [23-1007](#)

Pedestrian Hybrid Beacon on Stanton Street at Boston Avenue, which has an estimated total project cost of \$257,849.24 of which the estimated local government participation amount is estimated at \$33,605.89 plus any cost overruns. Further, that the City Manager, or designee, is authorized to sign all documents, agreement amendments, and perform all actions required to carry out the obligations of the City under this agreement.

District 8

Capital Improvement Department, Yvette Hernandez, (915) 212-0065

Goal 8: Nurture and Promote a Healthy, Sustainable Community

8. An amendment to the enabling Resolution establishing the Veterans Affairs Advisory Committee to address reporting frequency.

[23-1001](#)

All Districts

City Manager's Office, Dionne Mack, (915) 212-1064

Veteran and Military Affairs, Paul Albright, (915) 212-1654

CONSENT AGENDA - BOARD APPOINTMENTS:

Goal 8: Nurture and Promote a Healthy, Sustainable Community

9. Ruby A. Montana to the Animal Shelter Advisory Committee by Representative Alexsandra Anello, District 2.

[23-1045](#)

Members of the City Council, Representative Alexsandra Anello, (915) 212-0002

CONSENT AGENDA - APPLICATIONS FOR TAX REFUNDS:

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

10. That the tax refunds listed on the attachment posted with this agenda be approved. 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. (See Attachment C)

[23-1010](#)

All Districts

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

CONSENT AGENDA - NOTICE OF CAMPAIGN CONTRIBUTIONS:

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

11. For notation pursuant to Section 2.92.080 of the City Code, receipt of campaign contributions by Representative Cassandra Hernandez: \$6,000 loan from Cassandra Hernandez.

[23-1049](#)

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

12. For notation pursuant to Section 2.92.080 of the City Code, receipt of campaign contributions by Representative Brian Kennedy: \$40,000 loan from Brian Kennedy.

[23-1050](#)

Members of the City Council, Representative Brian Kennedy, (915) 212-0001

CONSENT AGENDA - BIDS:

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

13. The linkage to the strategic plan is subsection 2.4 - Improve motorist safety and traffic management solutions.

[23-1005](#)

Award Summary:

The award of Solicitation 2023-0431 Decals as Needed - Fleet to Innovative Ink EP, L.P. dba Innovative Ink Signs & Printing for an initial term of three (3) years for an estimated amount of \$135,000.00. The award also includes a two (2) year option for an estimated amount of \$90,000.00. The total amount of the contract, including the initial term plus the option for a total of five (5) years, is an estimated amount of \$225,000.00. This contract will provide decals for Fleet Services to mark the vehicles with unit numbers, department names, city logos, and sometimes special markings as requested.

Contract Variance:

The difference based in comparison to the previous contract is as follows: An increase of \$45,000.00 for the initial term, which represents a 50% increase due to an additional year being added to the term of the contract.

Department:	Streets and Maintenance
Vendor:	Innovative Ink EP, L.P. dba Innovative Ink Signs & Printing El Paso, TX
Item(s):	All
Initial Term:	3 Years
Option to Extend:	2 Years
Annual Estimated Award:	\$45,000.00
Initial Estimated Award:	\$135,000.00 (3 Years)
Total Estimated Award:	\$225,000.00 (5 Years)
Account No.:	532 - 3600 - 531210 - 37020 - P3701 532 - 3600 - 531250 - 37020 - P3701
Funding Source:	Internal Service Fund
District(s):	All

This is a Low Bid procurement, unit price contract.

The Purchasing & Strategic Sourcing and Streets and Maintenance

Departments recommend award as indicated to Innovative Ink EP, L.P. dba Innovative Ink Signs & Printing the lowest responsive and responsible bidder and to deem BE Graphics non-responsive due to submitting an incomplete bid form.

All Districts

Purchasing and Strategic Sourcing, K. Nicole Cote, (915) 212-1092
Streets & Maintenance, Richard J. Bristol, (915) 212-7000

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

14. The linkage to the strategic plan is subsection 7.2 - Improve competitiveness through infrastructure improvements impacting the quality of life. [23-1008](#)

Award Summary:

The award of Solicitation 2023-0414 Airway Aesthetics Maintenance to Tri-State Electric, Ltd. for a three (3) year term for an estimated amount of \$426,624.00. This contract will allow for the maintenance of the Airway Aesthetics.

Contract Variance:

The difference based in comparison to the previous contract is as follows: An increase of \$89,556.00 for the initial term, which represents a 26.57% increase due to price increases.

Department:	Streets and Maintenance
Vendor:	Tri-State Electric, Ltd. Vinton, TX
Item(s):	All
Initial Term:	3 Years
Annual Amount	\$142,208.00
Total Estimated Award:	\$426,624.00
Account No.:	532 - 2305 - 522210 - 32120 - P3215
Funding Source:	General Fund
District(s):	All

This is a Best Value Contract.

The Purchasing & Strategic Sourcing and Streets and Maintenance Departments recommend award as indicated to Tri-State Electric, Ltd., the highest ranked offeror based on evaluation criteria for this solicitation.

All Districts

Purchasing and Strategic Sourcing, K. Nicole Cote, (915) 212-1092
Streets & Maintenance, Richard J. Bristol, (915) 212-7000

REGULAR AGENDA - MEMBERS OF THE CITY COUNCIL

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

15. Discussion and action that the City Council authorizes the expenditure of District 6 discretionary funds in an amount not to exceed FIVE THOUSAND AND NO/100 DOLLARS (\$5,000.00) towards the costs of equipment rental, movie license fees, permits, staff time and other related items necessary for the support of the "Movies in the Park" event, a series of movie nights in parks located within District 6, and declares that this expenditure serves the municipal purpose of providing recreational and cultural activities to the residents of and visitors to the City of El Paso, which benefits the community and instills community pride.

[23-1046](#)

District 6

Members of the City Council, Representative Art Fierro, (915) 212-0006

REGULAR AGENDA - OTHER BUSINESS

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

16. Discussion and action that the City Council approves the submission to the Foreign-Trade Zones Board of an application to expand Foreign-Trade Zone 68 existing sites and to add new sites more fully described on Exhibit A of the resolution (FTZ Expansion Application), that the City Manager, or his designee, be authorized to sign the application and related documents to expand and modify Foreign-Trade Zone 68; and urges the Foreign-Trade Zones Board approval of the application on an expedited basis. [POSTPONED FROM JULY 18, 2023]

[23-934](#)

Districts 2, 3, 4, 5, 6, 7 and 8

Airport, David Panko, (915) 212-0480

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: 543-747-698#

A sign-up form is available on line for those who wish to sign up in advance of the meeting at: <https://app.smartsheet.com/b/form/dc001f113c14440db558b9da4e973ce2>

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 2: Set the Standard for a Safe and Secure City

17. An Ordinance amending Title 12 (Vehicles and Traffic), Chapter 12.85 (Parking Violations Bureau), to amend Section 12.85.010 (Parking Violations Bureau Established), Section 12.85.020 (Hearing Officers), Section 12.85.030 (Parking Citations); to update language to current usage; to allow substitute Associate Municipal Judges to serve as Hearing Officers; and to allow Commissioned Officers hired by Independent School Districts within the City limit to issue Parking Citations; The penalty being provided in Chapter 12.84.010 of the El Paso City Code. [23-1014](#)

All Districts

Police, Assistant Chief Victor Zarur, (915) 212-4307
Municipal Courts, Lilia Worrell, (915) 212-5822

PUBLIC HEARING WILL BE HELD ON AUGUST 15, 2023

18. An Ordinance amending Title 10 (Public Peace, Morals and Welfare), Chapter 10.20 (Offenses by or against minors) of the El Paso City Code to remove curfew ordinance provisions located in sections 10.20.010 through 10.20.054. [23-1021](#)

All Districts

Police, Interim Assistant Chief Julie Inciriaga, (915) 212-4308

PUBLIC HEARING WILL BE HELD ON AUGUST 15, 2023

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

19. An Ordinance authorizing the City Manager to sign a deed and any other documents necessary to convey approximately 37.9194 acres of land situated in portions of sections 21, 28, and 29, Block 80, Township 1, Texas and Pacific Railroad Company Surveys, City of El Paso, El Paso County, Texas. [23-1000](#)

District 4

El Paso Water, Alex Vidales, (915) 594-5636

PUBLIC HEARING WILL BE HELD ON AUGUST 15, 2023

REGULAR AGENDA – OTHER BIDS, CONTRACTS, PROCUREMENTS:

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

20. Discussion and that the City Council hereby approves the transfer of funds from Capital Program Savings in the amount of \$1,105,697.20 to the Project for the purpose of funding the completion of Campbell Street, from Cesar E. Chavez Border Highway to 6th Avenue under a new construction contract; and that the City Manager is authorized to sign all documents necessary to accomplish the said transfer of funds. [23-1015](#)

District 8

Capital Improvement Department, Yvette Hernandez, (915) 212-0065

21. The linkage to the Strategic Plan is subsection 7.2 - Improve competitiveness through infrastructure improvements impacting the quality of life. [23-952](#)

Award Summary:

Discussion and action on the award of Solicitation 2023-0551 Campbell Street Reconstruction to KARLSRUHER, INC. dba CSA Constructors for an estimated total award of \$1,944,289.25. The project consists of street, parkway, water, sewer, and drainage improvements on Campbell Street from Cesar E. Chavez Border Highway to 6th Avenue.

Department:	Capital Improvement
Award to:	KARLSRUHER, INC. dba CSA Constructors
	El Paso, TX
Item(s):	All
Initial Term:	82 Working Days
Base Bid I:	\$1,437,302.26
Base Bid II:	\$188,526.75
Base Bid III:	\$91,738.35
Base Bid IV:	\$226,721.89
Total Estimated Award:	\$1,944,289.25
Funding Sources:	2011, 2017 Certificates of Obligation and Other Outside Sources - El Paso Water Utilities (EPWU)
Accounts:	190-4970-580270-38030-PCP23TRAN14 190-4530-580270-28330-PCP23TRAN14 190-4741-580270-38290-PCP23TRAN14
District(s):	8

This is a Low Bid procurement, unit price contract.

The Purchasing & Strategic Sourcing and Capital Improvement Departments recommend award as indicated to KARLSRUHER, INC. dba CSA Constructors, the lowest responsive and responsible bidder.

It is requested that the City Manager be authorized to establish the funding sources and make any necessary budget transfers and execute any and all

documents necessary for execution of this award.

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 8

Purchasing and Strategic Sourcing, K. Nicole Cote, (915) 212-1092
Capital Improvement Department, Yvette Hernandez, (915) 212-1860

- 22.** Discussion and action that the City Manager be authorized to sign a two year On Call Agreement for Professional Services to perform civil engineering services on a task by task basis by and between the City of El Paso and each of the following six (6) consultants:

[23-1004](#)

1. AECOM Technical Services, Inc.
2. Dannenbaum Engineering Company - El Paso, LLC.
3. Frank X. Spencer and Associates, Inc.
4. CEA Group, Inc.
5. Consor Engineers, LLC.
6. Bartlett & West, Inc.

Each On Call Agreement will be for an amount not to exceed Seven Hundred Fifty Thousand and No/100 Dollars (\$750,000.00), and each agreement will include authorization for the City Engineer to approve additional Basic Services and Reimbursables for an amount not to exceed Fifty Thousand and No/100 Dollars (\$50,000.00) and authorization for the City Engineer to approve Additional Services for an amount not to exceed Fifty Thousand and No/100 Dollars (\$50,000.00) if the identified services are necessary for proper execution of identified project and if the increased amounts are within the appropriate budget identified for a project. In addition, the City Manager is authorized to establish the funding sources and make any necessary budget transfers and execute any and all documents necessary for execution of each On Call Agreement.

All Districts

Capital Improvement Department, Yvette Hernandez, (915) 212-0065

- 23.** The linkage to the Strategic Plan is subsection 7.2 - Improve Competitiveness through Infrastructure Improvements Impacting the Quality of Life.

[23-1009](#)

Award Summary:

Discussion and action on a request that the Managing Director of Purchasing & Strategic Sourcing be authorized to issue a Purchase Order to Wagner Equipment Co dba Wagner Rents Inc, Wagner Power Systems, 2nd Steel Used Parts, SITECH Rocky Mountain referencing Contract 2021-0131 Caterpillar

Parts and Service. This will be a change order to increase the award by \$262,500.00 for a total amount not to exceed \$1,312,500.00. This change order will allow to increase contract capacity for maintenance and repairs.

Department: Streets and Maintenance
Award to: Wagner Equipment Co dba Wagner Rents Inc,
Wagner Power Systems, 2nd Steel Used Parts,
SITECH Rocky Mountain
El Paso, TX
Total Estimated Amount: \$262,500.00
Funding Source: Internal Service Fund
Account No.: 532-3600-531250-37020 -P3701(Service)
532-3600-531210-37020-P3701 (Parts)
District(s): All

All Districts

Purchasing and Strategic Sourcing, K. Nicole Cote, (915) 212-1092
Streets and Maintenance, Richard J. Bristol, (915) 212-7000

REGULAR AGENDA – PUBLIC HEARINGS AND SECOND READING OF ORDINANCES:

Goal 3: Promote the Visual Image of El Paso

24. An Ordinance amending Title 18 (Building and Construction), Chapter 18.02 (Administrative Code), Chapter 18.08 (Building Code), Chapter 18.10 (Residential Code), Chapter 18.12 (Mechanical Code), Chapter 18.16 (Electrical Code), Chapter 18.20 (Plumbing Code), Chapter 18.24 (Gas Code), Chapter 18.28 (Existing Building Code), Chapter 18.30 (Pool and Spa Code), Chapter 18.50 (Property Maintenance Code), Chapter 18.60 (Flood Damage Prevention Code), Chapter 18.70 (Energy Conservation Code), adopting the 2021 International Building Code, and adopting appropriate local amendments, the penalty being as provided in 18.02.115 of the El Paso City Code. [POSTPONED FROM JULY 5, 2023] [23-897](#)

All Districts

Planning and Inspections, Philip F. Etiwe, (915) 212-1553
Planning and Inspections, Tony De La Cruz, (915) 212-1589

REGULAR AGENDA - OTHER BUSINESS:

Goal 3: Promote the Visual Image of El Paso

25. Discussion and action on an appeal by the property owner of 3535 Aurora Avenue, El Paso, Texas 79930 in the Manhattan Heights Historic District regarding a decision rendered by the Historic Landmark Commission (HLC) in HLC Case PHAP23-00033 on June 12, 2023, to APPROVE WITH MODIFICATIONS a Certificate of Appropriateness for the referenced property. [23-1012](#)

District 2

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

Planning and Inspections, Providencia Velazquez, (915) 212-1567

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

- 26.** Discussion and action that City Council approves the recommendations from the Parks and Recreation Department and Community and Human Development Department for project rollout as attached to the Resolution as Exhibit "A" for the Community Progress Bond, Proposition B. [23-1011](#)

All Districts

Parks and Recreation, Pablo Caballero, (915) 212-8018

- 27.** Discussion and action on a Resolution that approves the changes made to the Neighborhood Improvement Program Policies and Scorecard, said updated policies and scorecard specifically set forth and incorporated in Exhibit "A" and "B" in the Resolution. [23-1016](#)

All Districts

Community and Human Development, Nicole Ferrini, 915-212-1659

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

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

- EX1.** Cangialosi, Joanna, et al v. City of El Paso. Matter No. 18-1026-9235 (551.071) [23-1034](#)

City Attorney's Office, Matthew Marquez, (915) 212-0033

- EX2.** Mark Avalos v. City of El Paso and El Paso Fire Department; Cause No. 2023DCV1882 (551.071) [23-1035](#)

City Attorney's Office, Matthew Marquez, (915) 212-0033

- EX3.** Application of El Paso Electric Company for Approval of a Generation Cost Recovery Rider Related to Newman Unit 6; HQ#UTILITY-16; (551.071) [23-1036](#)

City Attorney's Office, Donald C. Davie (915) 212-0033

- EX4.** Petition of El Paso Electric Company to Revise Military Base Discount Recovery Factor Under PURA § 36.354; HQ# UTILITY-17; (551.071) [23-1037](#)

City Attorney's Office, Donald C. Davie, (915) 212-0033

- EX5.** The City of Houston v. the State of Texas; (551.071) [23-1053](#)

City Attorney's Office, Karla M. Nieman, (915) 212-0033

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/>



Legislation Text

File #: 23-977, 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 July 18, 2023, the Agenda Review of July 17, 2023, the Work Session of July 17, 2023, and the Special Meeting of July 10, 2023.

OSCAR LEESER
MAYOR

CARY WESTIN
INTERIM CITY MANAGER



CITY COUNCIL
BRIAN KENNEDY, DISTRICT 1
ALEXSANDRA ANNELLO, DISTRICT 2
CASSANDRA HERNANDEZ, DISTRICT 3
JOE MOLINAR, DISTRICT 4
ISABEL SALCIDO, DISTRICT 5
ART FIERRO, DISTRICT 6
HENRY RIVERA, DISTRICT 7
CHRIS CANALES, DISTRICT 8

MINUTES FOR REGULAR COUNCIL MEETING

JULY 18, 2023
COUNCIL CHAMBERS, CITY HALL AND VIRTUALLY
9:00 AM

ROLL CALL

The City Council of the City of El Paso met on the above time and date. Meeting was called to order at 9:01 a.m. Mayor Oscar Leeser present and presiding and the following Council Members answered roll call: Brian Kennedy, Alexsandra Annello, Cassandra Hernandez, Joe Molinar, Isabel Salcido, Art Fierro, Henry Rivera, and Chris Canales.

INVOCATION BY THE MINISTRY COORDINATOR FOR THE EL PASO COUNTY SHERIFF'S OFFICE AND CHAPLAIN EMERITUS FOR THE EL PASO POLICE DEPARTMENT SAM FARAONE

PLEDGE OF ALLEGIANCE

MAYOR'S PROCLAMATIONS

Pretrial, Probation and Parole Supervision Week

The Regular City Council meeting was **RECESSED** at 9:12 a.m. in order to take photos with the honorees.

The Regular City Council meeting was **RECONVENED** at 9:18 a.m.

NOTICE TO THE PUBLIC

Motion made by Mayor Pro Tempore Annello, seconded by Representative Molinar, and unanimously carried to **APPROVE, AS REVISED**, all matters listed under the Consent Agenda unless otherwise noted. (Items approved, postponed, or deleted pursuant to the vote on the Consent Agenda will be shown with an asterisk {*}).

AYES: Representatives Kennedy, Annello, Hernandez, Molinar, Salcido, Fierro, Rivera, and Canales
NAYS: None

CONSENT AGENDA – APPROVAL OF MINUTES:

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

1. *Motion made, seconded, and unanimously carried to **APPROVE** the Minutes of the Regular City Council Meeting of July 5, 2023.

CONSENT AGENDA – REQUEST TO EXCUSE ABSENT CITY COUNCIL MEMBERS:

2. **REQUEST TO EXCUSE ABSENT CITY COUNCIL MEMBERS**

*NO ACTION was taken on this item.

CONSENT AGENDA – RESOLUTIONS:

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

3. ***RESOLUTION**

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

That the City Manager be authorized to sign an Event Support Contract between the City of El Paso ("City") and Consortium Productions ("CRIT") for the 2023 Sun City Crit scheduled for September 16, 2023.

4. ***RESOLUTION**

WHEREAS, in accordance with Chapter 9.04 of the El Paso City Code, SKRH LLC, referred to as owner, regardless of number, of the hereinafter described property, was given notice that said property constituted a public nuisance due to the accumulation of trash, vegetation and weeds or other objectionable, unsightly or unsanitary matter in violation of Chapter 9.04 of the El Paso City Code; and the owner failed to comply with due notices. In accordance with El Paso City Code Chapter 9.04, the Environmental Services Department proceeded to clean and dispose of the trash, vegetation, weeds or other rubbish; and

WHEREAS, the Director of the Environmental Services Department has reported the cost of doing such work in the amount hereinafter set forth.

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

1. The City Council determines its reasonable expenses including administrative costs and the cost of removing the accumulated trash, vegetation and weeds or other rubbish located on the property known as:

5468 Doniphan Dr, more particularly described as Tr 98-B (3.5239 Ac), S A & M G Rr Surv 267 Abst 179 Subdivision, City of El Paso, El Paso County, Texas, PID #X267-999-S00F-7600

to be \$561.50, in accordance with the El Paso City Code Section 9.04.880 and the Texas Health & Safety Code Section 342.007. The City Council finds that the work was completed on the 7th day of July, 2022, and approves the costs described herein.

2. The City Council, in accordance with Chapter 9.04 of the El Paso City Code, declares the above total amount FIVE HUNDRED SIXTY ONE AND 50/100 DOLLARS (\$561.50) to be a lien on the above described property, said amount being due and payable within ten (10)

days from the date of City Council approval, and thereafter bearing ten percent (10%) interest per annum.

3. The City Clerk is directed to give notice of the lien by filing a copy of this Resolution for record with the County Clerk.

4. All records of the City Clerk's office relating to the proceeding against the above described property are made a part of this Resolution by reference.

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

WHEREAS, in accordance with Chapter 9.04 of the El Paso City Code, MARTINEZ LIONEL J, referred to as owner, regardless of number, of the hereinafter described property, was given notice that said property constituted a public nuisance due to the accumulation of trash, vegetation and weeds or other objectionable, unsightly or unsanitary matter in violation of Chapter 9.04 of the El Paso City Code; and the owner failed to comply with due notices. In accordance with El Paso City Code Chapter 9.04, the Environmental Services Department proceeded to clean and dispose of the trash, vegetation, weeds or other rubbish; and

WHEREAS, the Director of the Environmental Services Department has reported the cost of doing such work in the amount hereinafter set forth.

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

1. The City Council determines its reasonable expenses including administrative costs and the cost of removing the accumulated trash, vegetation and weeds or other rubbish located on the property known as:

5655 Beacon Ave, more particularly described as Alameda Acres 7 & 8 (5760 Sq Ft), Block 3, Hughes S/D Blk 1 Subdivision, City of El Paso, El Paso County, Texas, PID #H863-999-0030-1900

to be \$343.00, in accordance with the El Paso City Code Section 9.04.880 and the Texas Health & Safety Code Section 342.007. The City Council finds that the work was completed on the 19th day of September, 2018, and approves the costs described herein.

2. The City Council, in accordance with Chapter 9.04 of the El Paso City Code, declares the above total amount THREE HUNDRED FORTY THREE AND 00/100 DOLLARS (\$343.00) to be a lien on the above described property, said amount being due and payable within ten (10) days from the date of City Council approval, and thereafter bearing ten percent (10%) interest per annum.

3. The City Clerk is directed to give notice of the lien by filing a copy of this Resolution for record with the County Clerk.

4. All records of the City Clerk's office relating to the proceeding against the above described property are made a part of this Resolution by reference.

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

WHEREAS, in accordance with Chapter 9.04 of the El Paso City Code, MARTINEZ LIONEL J, referred to as owner, regardless of number, of the hereinafter described property, was given notice that said property constituted a public nuisance due to the accumulation of

trash, vegetation and weeds or other objectionable, unsightly or unsanitary matter in violation of Chapter 9.04 of the El Paso City Code; and the owner failed to comply with due notices. In accordance with El Paso City Code Chapter 9.04, the Environmental Services Department proceeded to clean and dispose of the trash, vegetation, weeds or other rubbish; and

WHEREAS, the Director of the Environmental Services Department has reported the cost of doing such work in the amount hereinafter set forth.

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

1. The City Council determines its reasonable expenses including administrative costs and the cost of removing the accumulated trash, vegetation and weeds or other rubbish located on the property known as:

5655 Beacon Ave, more particularly described as Alameda Acres 7 & 8 (5760 Sq Ft), Block 3, Hughes S/D Blk 1 Subdivision, City of El Paso, El Paso County, Texas, PID #H863-999-0030-1900

to be \$299.75, in accordance with the El Paso City Code Section 9.04.880 and the Texas Health & Safety Code Section 342.007. The City Council finds that the work was completed on the 6th day of May, 2016, and approves the costs described herein.

2. The City Council, in accordance with Chapter 9.04 of the El Paso City Code, declares the above total amount TWO HUNDRED NINETY NINE AND 75/100 DOLLARS (\$299.75) to be a lien on the above described property, said amount being due and payable within ten (10) days from the date of City Council approval, and thereafter bearing ten percent (10%) interest per annum.

3. The City Clerk is directed to give notice of the lien by filing a copy of this Resolution for record with the County Clerk.

4. All records of the City Clerk's office relating to the proceeding against the above described property are made a part of this Resolution by reference.

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

WHEREAS, in accordance with Chapter 9.04 of the El Paso City Code, MARTINEZ LIONEL J, referred to as owner, regardless of number, of the hereinafter described property, was given notice that said property constituted a public nuisance due to the accumulation of trash, vegetation and weeds or other objectionable, unsightly or unsanitary matter in violation of Chapter 9.04 of the El Paso City Code; and the owner failed to comply with due notices. In accordance with El Paso City Code Chapter 9.04, the Environmental Services Department proceeded to clean and dispose of the trash, vegetation, weeds or other rubbish; and

WHEREAS, the Director of the Environmental Services Department has reported the cost of doing such work in the amount hereinafter set forth.

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

1. The City Council determines its reasonable expenses including administrative costs and the cost of removing the accumulated trash, vegetation and weeds or other rubbish located on the property known as:

5655 Beacon Ave, more particularly described as Alameda Acres 7 & 8 (5760 Sq Ft), Block 3, Hughes S/D Blk 1 Subdivision, City of El Paso, El Paso County, Texas, PID #H863-999-0030-1900

to be \$360.00, in accordance with the El Paso City Code Section 9.04.880 and the Texas Health & Safety Code Section 342.007. The City Council finds that the work was completed on the 21st day of April, 2021, and approves the costs described herein.

2. The City Council, in accordance with Chapter 9.04 of the El Paso City Code, declares the above total amount THREE HUNDRED SIXTY AND 00/100 DOLLARS (\$360.00) to be a lien on the above described property, said amount being due and payable within ten (10) days from the date of City Council approval, and thereafter bearing ten percent (10%) interest per annum.

3. The City Clerk is directed to give notice of the lien by filing a copy of this Resolution for record with the County Clerk.

4. All records of the City Clerk's office relating to the proceeding against the above described property are made a part of this Resolution by reference.

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

WHEREAS, in accordance with Chapter 9.04 of the El Paso City Code, VALDEZ MARIA, referred to as owner, regardless of number, of the hereinafter described property, was given notice that said property constituted a public nuisance due to the accumulation of trash, vegetation and weeds or other objectionable, unsightly or unsanitary matter in violation of Chapter 9.04 of the El Paso City Code; and the owner failed to comply with due notices. In accordance with El Paso City Code Chapter 9.04, the Environmental Services Department proceeded to clean and dispose of the trash, vegetation, weeds or other rubbish; and

WHEREAS, the Director of the Environmental Services Department has reported the cost of doing such work in the amount hereinafter set forth.

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

1. The City Council determines its reasonable expenses including administrative costs and the cost of removing the accumulated trash, vegetation and weeds or other rubbish located on the property known as:

4943 Riley Ct, more particularly described as Lot 2026 (7020 Sq Ft), Block 79, Mountain View Subdivision, City of El Paso, El Paso County, Texas, PID #M851-999-0790-4600

to be \$2955.50, in accordance with the El Paso City Code Section 9.04.880 and the Texas Health & Safety Code Section 342.007. The City Council finds that the work was completed on the 16th day of February, 2021, and approves the costs described herein.

2. The City Council, in accordance with Chapter 9.04 of the El Paso City Code, declares the above total amount TWO THOUSAND NINE HUNDRED FIFTY FIVE AND 50/100 DOLLARS (\$2955.50) to be a lien on the above described property, said amount being due and payable within ten (10) days from the date of City Council approval, and thereafter bearing ten percent (10%) interest per annum.

3. The City Clerk is directed to give notice of the lien by filing a copy of this Resolution for record with the County Clerk.
4. All records of the City Clerk's office relating to the proceeding against the above described property are made a part of this Resolution by reference.

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

WHEREAS, in accordance with Chapter 9.04 of the El Paso City Code, VALDEZ MARIA, referred to as owner, regardless of number, of the hereinafter described property, was given notice that said property constituted a public nuisance due to the accumulation of trash, vegetation and weeds or other objectionable, unsightly or unsanitary matter in violation of Chapter 9.04 of the El Paso City Code; and the owner failed to comply with due notices. In accordance with El Paso City Code Chapter 9.04, the Environmental Services Department proceeded to clean and dispose of the trash, vegetation, weeds or other rubbish; and

WHEREAS, the Director of the Environmental Services Department has reported the cost of doing such work in the amount hereinafter set forth.

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

1. The City Council determines its reasonable expenses including administrative costs and the cost of removing the accumulated trash, vegetation and weeds or other rubbish located on the property known as:

4943 Riley Ct, more particularly described as Lot 2026 (7020 Sq Ft), Block 79, Mountain View Subdivision, City of El Paso, El Paso County, Texas, PID #M851-999-0790-4600

to be \$1166.00, in accordance with the El Paso City Code Section 9.04.880 and the Texas Health & Safety Code Section 342.007. The City Council finds that the work was completed on the 6th day of May, 2022, and approves the costs described herein.

2. The City Council, in accordance with Chapter 9.04 of the El Paso City Code, declares the above total amount ONE THOUSAND ONE HUNDRED SIXTY SIX AND 00/100 DOLLARS (\$1166.00) to be a lien on the above described property, said amount being due and payable within ten (10) days from the date of City Council approval, and thereafter bearing ten percent (10%) interest per annum.

3. The City Clerk is directed to give notice of the lien by filing a copy of this Resolution for record with the County Clerk.

4. All records of the City Clerk's office relating to the proceeding against the above described property are made a part of this Resolution by reference.

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

WHEREAS, in accordance with Chapter 9.04 of the El Paso City Code, LOPEZ PATRICIA, referred to as owner, regardless of number, of the hereinafter described property, was given notice that said property constituted a public nuisance due to the accumulation of trash, vegetation and weeds or other objectionable, unsightly or unsanitary matter in violation of Chapter 9.04 of the El Paso City Code; and the owner failed to comply with due notices. In accordance with El Paso City Code Chapter 9.04, the Environmental Services Department proceeded to clean and dispose of the trash, vegetation, weeds or other rubbish; and

WHEREAS, the Director of the Environmental Services Department has reported the cost of doing such work in the amount hereinafter set forth.

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

1. The City Council determines its reasonable expenses including administrative costs and the cost of removing the accumulated trash, vegetation and weeds or other rubbish located on the property known as:

4948 Riley Ct, more particularly described as Lot 2036 (7605 Sq Ft), Block 79, Mountain View Subdivision, City of El Paso, El Paso County, Texas, PID #M851-999-0790-9600

to be \$342.00, in accordance with the El Paso City Code Section 9.04.880 and the Texas Health & Safety Code Section 342.007. The City Council finds that the work was completed on the 10th day of February, 2021, and approves the costs described herein.

2. The City Council, in accordance with Chapter 9.04 of the El Paso City Code, declares the above total amount THREE HUNDRED FORTY TWO AND 00/100 DOLLARS (\$342.00) to be a lien on the above described property, said amount being due and payable within ten (10) days from the date of City Council approval, and thereafter bearing ten percent (10%) interest per annum.

3. The City Clerk is directed to give notice of the lien by filing a copy of this Resolution for record with the County Clerk.

4. All records of the City Clerk's office relating to the proceeding against the above described property are made a part of this Resolution by reference.

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

WHEREAS, in accordance with Chapter 9.04 of the El Paso City Code, LOPEZ PATRICIA, referred to as owner, regardless of number, of the hereinafter described property, was given notice that said property constituted a public nuisance due to the accumulation of trash, vegetation and weeds or other objectionable, unsightly or unsanitary matter in violation of Chapter 9.04 of the El Paso City Code; and the owner failed to comply with due notices. In accordance with El Paso City Code Chapter 9.04, the Environmental Services Department proceeded to clean and dispose of the trash, vegetation, weeds or other rubbish; and

WHEREAS, the Director of the Environmental Services Department has reported the cost of doing such work in the amount hereinafter set forth.

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

1. The City Council determines its reasonable expenses including administrative costs and the cost of removing the accumulated trash, vegetation and weeds or other rubbish located on the property known as:

4948 Riley Ct, more particularly described as Lot 2036 (7605 Sq Ft), Block 79, Mountain View Subdivision, City of El Paso, El Paso County, Texas, PID #M851-999-0790-9600

to be \$351.00, in accordance with the El Paso City Code Section 9.04.880 and the Texas Health & Safety Code Section 342.007. The City Council finds that the work was completed on the 21st day of April, 2022, and approves the costs described herein.

2. The City Council, in accordance with Chapter 9.04 of the El Paso City Code, declares the above total amount THREE HUNDRED FIFTY ONE AND 00/100 DOLLARS (\$351.00) to be a lien on the above described property, said amount being due and payable within ten (10) days from the date of City Council approval, and thereafter bearing ten percent (10%) interest per annum.

3. The City Clerk is directed to give notice of the lien by filing a copy of this Resolution for record with the County Clerk.

4. All records of the City Clerk's office relating to the proceeding against the above described property are made a part of this Resolution by reference.

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

WHEREAS, in accordance with Chapter 9.04 of the El Paso City Code, CHUDA PROPERTIES LLC, referred to as owner, regardless of number, of the hereinafter described property, was given notice that said property constituted a public nuisance due to the accumulation of trash, vegetation and weeds or other objectionable, unsightly or unsanitary matter in violation of Chapter 9.04 of the El Paso City Code; and the owner failed to comply with due notices. In accordance with El Paso City Code Chapter 9.04, the Environmental Services Department proceeded to clean and dispose of the trash, vegetation, weeds or other rubbish; and

WHEREAS, the Director of the Environmental Services Department has reported the cost of doing such work in the amount hereinafter set forth.

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

1. The City Council determines its reasonable expenses including administrative costs and the cost of removing the accumulated trash, vegetation and weeds or other rubbish located on the property known as:

4508 Montana Ave, more particularly described as 90 Ft On Montana X 109.43 Ft Adj Waterworks (9720 Sq Ft), Unpl Hillside Subdivision, City of El Paso, El Paso County, Texas, PID #H596- 999-0000-0100

to be \$559.00, in accordance with the El Paso City Code Section 9.04.880 and the Texas Health & Safety Code Section 342.007. The City Council finds that the work was completed on the 8th day of July, 2022, and approves the costs described herein.

2. The City Council, in accordance with Chapter 9.04 of the El Paso City Code, declares the above total amount FIVE HUNDRED FIFTY NINE AND 00/100 DOLLARS (\$559.00) to be a lien on the above described property, said amount being due and payable within ten (10) days from the date of City Council approval, and thereafter bearing ten percent (10%) interest per annum.

3. The City Clerk is directed to give notice of the lien by filing a copy of this Resolution for record with the County Clerk.

4. All records of the City Clerk's office relating to the proceeding against the above described property are made a part of this Resolution by reference.

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

WHEREAS, in accordance with Chapter 9.04 of the El Paso City Code, LOPEZ GLORIA, referred to as owner, regardless of number, of the hereinafter described property, was given notice that said property constituted a public nuisance due to the accumulation of trash, vegetation and weeds or other objectionable, unsightly or unsanitary matter in violation of Chapter 9.04 of the El Paso City Code; and the owner failed to comply with due notices. In accordance with El Paso City Code Chapter 9.04, the Environmental Services Department proceeded to clean and dispose of the trash, vegetation, weeds or other rubbish; and

WHEREAS, the Director of the Environmental Services Department has reported the cost of doing such work in the amount hereinafter set forth.

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

1. The City Council determines its reasonable expenses including administrative costs and the cost of removing the accumulated trash, vegetation and weeds or other rubbish located on the property known as:

3626 Hayes Ave, more particularly described as Lots 13 & 14 & E 1/2 Of 15 7500 Sq Ft, Block 126, Morningside Heights Subdivision, City of El Paso, El Paso County, Texas, PID #M794-999-1260-4600

to be \$561.00, in accordance with the El Paso City Code Section 9.04.880 and the Texas Health & Safety Code Section 342.007. The City Council finds that the work was completed on the 14th day of July, 2022, and approves the costs described herein.

2. The City Council, in accordance with Chapter 9.04 of the El Paso City Code, declares the above total amount FIVE HUNDRED SIXTY ONE AND 00/100 DOLLARS (\$561.00) to be a lien on the above described property, said amount being due and payable within ten (10) days from the date of City Council approval, and thereafter bearing ten percent (10%) interest per annum.

3. The City Clerk is directed to give notice of the lien by filing a copy of this Resolution for record with the County Clerk.

4. All records of the City Clerk's office relating to the proceeding against the above described property are made a part of this Resolution by reference.

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

WHEREAS, in accordance with Chapter 9.04 of the El Paso City Code, ESCOBAR ABIGAIL V & SALAZAR ALBERTO, referred to as owner, regardless of number, of the hereinafter described property, was given notice that said property constituted a public nuisance due to the accumulation of trash, vegetation and weeds or other objectionable, unsightly or unsanitary matter in violation of Chapter 9.04 of the El Paso City Code; and the owner failed to comply with due notices. In accordance with El Paso City Code Chapter 9.04, the Environmental Services Department proceeded to clean and dispose of the trash, vegetation, weeds or other rubbish; and

WHEREAS, the Director of the Environmental Services Department has reported the cost of doing such work in the amount hereinafter set forth.

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

1. The City Council determines its reasonable expenses including administrative costs and the cost of removing the accumulated trash, vegetation and weeds or other rubbish located on the property known as:

8814 Mount Delano Dr, more particularly described as Lot 1246 (6235 Sq Ft), Block 51, Mountain View Subdivision, City of El Paso, El Paso County, Texas, PID #M851-999-0510-3600

to be \$618.00, in accordance with the El Paso City Code Section 9.04.880 and the Texas Health & Safety Code Section 342.007. The City Council finds that the work was completed on the 23rd day of June, 2022, and approves the costs described herein.

2. The City Council, in accordance with Chapter 9.04 of the El Paso City Code, declares the above total amount SIX HUNDRED EIGHTEEN AND 00/100 DOLLARS (\$618.00) to be a lien on the above described property, said amount being due and payable within ten (10) days from the date of City Council approval, and thereafter bearing ten percent (10%) interest per annum.

3. The City Clerk is directed to give notice of the lien by filing a copy of this Resolution for record with the County Clerk.

4. All records of the City Clerk's office relating to the proceeding against the above described property are made a part of this Resolution by reference.

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

WHEREAS, in accordance with Chapter 9.04 of the El Paso City Code, PEREZ MACEDONIA, referred to as owner, regardless of number, of the hereinafter described property, was given notice that said property constituted a public nuisance due to the accumulation of trash, vegetation and weeds or other objectionable, unsightly or unsanitary matter in violation of Chapter 9.04 of the El Paso City Code; and the owner failed to comply with due notices. In accordance with El Paso City Code Chapter 9.04, the Environmental Services Department proceeded to clean and dispose of the trash, vegetation, weeds or other rubbish; and

WHEREAS, the Director of the Environmental Services Department has reported the cost of doing such work in the amount hereinafter set forth.

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

1. The City Council determines its reasonable expenses including administrative costs and the cost of removing the accumulated trash, vegetation and weeds or other rubbish located on the property known as:

121 Tangier Pl, more particularly described as Lot 32, Block 16, Sambrano Subdivision, City of El Paso, El Paso County, Texas, PID #S052-999-0160-7600

to be \$814.00, in accordance with the El Paso City Code Section 9.04.880 and the Texas Health & Safety Code Section 342.007. The City Council finds that the work was completed on the 3rd day of August, 2022, and approves the costs described herein.

2. The City Council, in accordance with Chapter 9.04 of the El Paso City Code, declares the above total amount EIGHT HUNDRED FOURTEEN AND 00/100 DOLLARS (\$814.00) to be a lien on the above described property, said amount being due and payable within ten (10) days from the date of City Council approval, and thereafter bearing ten percent (10%) interest per annum.

3. The City Clerk is directed to give notice of the lien by filing a copy of this Resolution for record with the County Clerk.

4. All records of the City Clerk's office relating to the proceeding against the above described property are made a part of this Resolution by reference.

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

WHEREAS, in accordance with Chapter 9.04 of the El Paso City Code, BLOOM LURDES V S & CHOU BERTH, referred to as owner, regardless of number, of the hereinafter described property, was given notice that said property constituted a public nuisance due to the accumulation of trash, vegetation and weeds or other objectionable, unsightly or unsanitary matter in violation of Chapter 9.04 of the El Paso City Code; and the owner failed to comply with due notices. In accordance with El Paso City Code Chapter 9.04, the Environmental Services Department proceeded to clean and dispose of the trash, vegetation, weeds or other rubbish; and

WHEREAS, the Director of the Environmental Services Department has reported the cost of doing such work in the amount hereinafter set forth.

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

1. The City Council determines its reasonable expenses including administrative costs and the cost of removing the accumulated trash, vegetation and weeds or other rubbish located on the property known as:

234 Cargill St, more particularly described as Lot 11 & N 11 Ft Of 12 & N 2 1/2 Of S 39 Ft Of E 111 Ft Of 12 (12237 Sq Ft), Park Side Subdivision, City of El Paso, El Paso County, Texas, PID #P376- 999-0000-2800

to be \$450.50, in accordance with the El Paso City Code Section 9.04.880 and the Texas Health & Safety Code Section 342.007. The City Council finds that the work was completed on the 2nd day of August, 2022, and approves the costs described herein.

2. The City Council, in accordance with Chapter 9.04 of the El Paso City Code, declares the above total amount FOUR HUNDRED FIFTY AND 50/100 DOLLARS (\$450.50) to be a lien on the above described property, said amount being due and payable within ten (10) days from the date of City Council approval, and thereafter bearing ten percent (10%) interest per annum.

3. The City Clerk is directed to give notice of the lien by filing a copy of this Resolution for record with the County Clerk.

4. All records of the City Clerk's office relating to the proceeding against the above described property are made a part of this Resolution by reference.

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

WHEREAS, in accordance with Chapter 9.04 of the El Paso City Code, WRIGHT ARTIS, referred to as owner, regardless of number, of the hereinafter described property, was given notice that said property constituted a public nuisance due to the accumulation of trash, vegetation and weeds or other objectionable, unsightly or unsanitary matter in violation of Chapter 9.04 of the El Paso City Code; and the owner failed to comply with due notices. In accordance with El Paso City Code Chapter 9.04, the Environmental Services Department proceeded to clean and dispose of the trash, vegetation, weeds or other rubbish; and

WHEREAS, the Director of the Environmental Services Department has reported the cost of doing such work in the amount hereinafter set forth.

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

1. The City Council determines its reasonable expenses including administrative costs and the cost of removing the accumulated trash, vegetation and weeds or other rubbish located on the property known as:

720 Santa Barbara Dr, more particularly described as Lot 3 (6588 Sq Ft), Block 10, Hervey Place Subdivision, City of El Paso, El Paso County, Texas, PID #H333-999-0100-1700

to be \$363.00, in accordance with the El Paso City Code Section 9.04.880 and the Texas Health & Safety Code Section 342.007. The City Council finds that the work was completed on the 2nd day of August, 2022, and approves the costs described herein.

2. The City Council, in accordance with Chapter 9.04 of the El Paso City Code, declares the above total amount THREE HUNDRED SIXTY THREE AND 00/100 DOLLARS (\$363.00) to be a lien on the above described property, said amount being due and payable within ten (10) days from the date of City Council approval, and thereafter bearing ten percent (10%) interest per annum.

3. The City Clerk is directed to give notice of the lien by filing a copy of this Resolution for record with the County Clerk.

4. All records of the City Clerk's office relating to the proceeding against the above described property are made a part of this Resolution by reference.

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

WHEREAS, in accordance with Chapter 9.04 of the El Paso City Code, ARCHIE WILLIE HARTSFIELD, referred to as owner, regardless of number, of the hereinafter described property, was given notice that said property constituted a public nuisance due to the accumulation of trash, vegetation and weeds or other objectionable, unsightly or unsanitary matter in violation of Chapter 9.04 of the El Paso City Code; and the owner failed to comply with due notices. In accordance with El Paso City Code Chapter 9.04, the Environmental Services Department proceeded to clean and dispose of the trash, vegetation, weeds or other rubbish; and

WHEREAS, the Director of the Environmental Services Department has reported the cost of doing such work in the amount hereinafter set forth.

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

1. The City Council determines its reasonable expenses including administrative costs and the cost of removing the accumulated trash, vegetation and weeds or other rubbish located on the property known as:

4112 Loma Rosada Dr., more particularly described as Lot 24 (9471.72 Sq Ft), Block 32, North Hills #3 Subdivision, City of El Paso, El Paso County, Texas, PID #N425-999-0320-2400

to be \$395.50, in accordance with the El Paso City Code Section 9.04.880 and the Texas Health & Safety Code Section 342.007. The City Council finds that the work was completed on the 19th day of March, 2021, and approves the costs described herein.

2. The City Council, in accordance with Chapter 9.04 of the El Paso City Code, declares the above total amount THREE HUNDRED NINETY FIVE AND 50/100 DOLLARS (\$395.50) to be a lien on the above described property, said amount being due and payable within ten (10) days from the date of City Council approval, and thereafter bearing ten percent (10%) interest per annum.

3. The City Clerk is directed to give notice of the lien by filing a copy of this Resolution for record with the County Clerk.

4. All records of the City Clerk's office relating to the proceeding against the above described property are made a part of this Resolution by reference.

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

WHEREAS, in accordance with Chapter 9.04 of the El Paso City Code, CROSS EARL & EMMA, referred to as owner, regardless of number, of the hereinafter described property, was given notice that said property constituted a public nuisance due to the accumulation of trash, vegetation and weeds or other objectionable, unsightly or unsanitary matter in violation of Chapter 9.04 of the El Paso City Code; and the owner failed to comply with due notices. In accordance with El Paso City Code Chapter 9.04, the Environmental Services Department proceeded to clean and dispose of the trash, vegetation, weeds or other rubbish; and

WHEREAS, the Director of the Environmental Services Department has reported the cost of doing such work in the amount hereinafter set forth.

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

1. The City Council determines its reasonable expenses including administrative costs and the cost of removing the accumulated trash, vegetation and weeds or other rubbish located on the property known as:

4501 Marissa Dr, more particularly described as Lot 1 9031.95 Sq Ft, Block 24, Pleasant Hills #5 Subdivision, City of El Paso, El Paso County, Texas, PID #P863-999-0240-0100

to be \$326.00, in accordance with the El Paso City Code Section 9.04.880 and the Texas Health & Safety Code Section 342.007. The City Council finds that the work was completed on the 23rd day of March, 2021, and approves the costs described herein.

2. The City Council, in accordance with Chapter 9.04 of the El Paso City Code, declares the above total amount THREE HUNDRED TWENTY SIX AND 00/100 DOLLARS (\$326.00) to be a lien on the above described property, said amount being due and payable within ten (10) days from the date of City Council approval, and thereafter bearing ten percent (10%) interest per annum.

3. The City Clerk is directed to give notice of the lien by filing a copy of this Resolution for record with the County Clerk.

4. All records of the City Clerk's office relating to the proceeding against the above described property are made a part of this Resolution by reference.

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

WHEREAS, in accordance with Chapter 9.04 of the El Paso City Code, LLAMAS IRMA E, referred to as owner, regardless of number, of the hereinafter described property, was given notice that said property constituted a public nuisance due to the accumulation of trash, vegetation and weeds or other objectionable, unsightly or unsanitary matter in violation of Chapter 9.04 of the El Paso City Code; and the owner failed to comply with due notices. In accordance with El Paso City Code Chapter 9.04, the Environmental Services Department proceeded to clean and dispose of the trash, vegetation, weeds or other rubbish; and

WHEREAS, the Director of the Environmental Services Department has reported the cost of doing such work in the amount hereinafter set forth.

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

1. The City Council determines its reasonable expenses including administrative costs and the cost of removing the accumulated trash, vegetation and weeds or other rubbish located on the property known as:

5721 Tropicana Ave, more particularly described as Lot 9 (6300 Sq Ft), Block 2, Sun Valley #1 Subdivision, City of El Paso, El Paso County, Texas, PID #S816-999-0020-2500

to be \$608.00, in accordance with the El Paso City Code Section 9.04.880 and the Texas Health & Safety Code Section 342.007. The City Council finds that the work was completed on the 3rd day of August, 2021, and approves the costs described herein.

2. The City Council, in accordance with Chapter 9.04 of the El Paso City Code, declares the above total amount SIX HUNDRED EIGHT AND 00/100 DOLLARS (\$608.00) to be a lien on the above described property, said amount being due and payable within ten (10) days from the date of City Council approval, and thereafter bearing ten percent (10%) interest per annum.

3. The City Clerk is directed to give notice of the lien by filing a copy of this Resolution for record with the County Clerk.

4. All records of the City Clerk's office relating to the proceeding against the above described property are made a part of this Resolution by reference.

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

WHEREAS, in accordance with Chapter 9.04 of the El Paso City Code, LLAMAS IRMA E, referred to as owner, regardless of number, of the hereinafter described property, was given notice that said property constituted a public nuisance due to the accumulation of trash, vegetation and weeds or other objectionable, unsightly or unsanitary matter in violation of Chapter 9.04 of the El Paso City Code; and the owner failed to comply with due notices. In accordance with El Paso City Code Chapter 9.04, the Environmental Services Department proceeded to clean and dispose of the trash, vegetation, weeds or other rubbish; and

WHEREAS, the Director of the Environmental Services Department has reported the cost of doing such work in the amount hereinafter set forth.

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

1. The City Council determines its reasonable expenses including administrative costs and the cost of removing the accumulated trash, vegetation and weeds or other rubbish located on the property known as:

5721 Tropicana Ave, more particularly described as Lot 9 (6300 Sq Ft), Block 2, Sun Valley #1 Subdivision, City of El Paso, El Paso County, Texas, PID #S816-999-0020-2500

to be \$315.00, in accordance with the El Paso City Code Section 9.04.880 and the Texas Health & Safety Code Section 342.007. The City Council finds that the work was completed on the 9th day of April, 2021, and approves the costs described herein.

2. The City Council, in accordance with Chapter 9.04 of the El Paso City Code, declares the above total amount THREE HUNDRED FIFTEEN AND 00/100 DOLLARS (\$315.00) to be a lien on the above described property, said amount being due and payable within ten (10) days from the date of City Council approval, and thereafter bearing ten percent (10%) interest per annum.

3. The City Clerk is directed to give notice of the lien by filing a copy of this Resolution for record with the County Clerk.

4. All records of the City Clerk's office relating to the proceeding against the above described property are made a part of this Resolution by reference.

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

WHEREAS, in accordance with Chapter 9.04 of the El Paso City Code, RELIANT PROPERTIES LLC, referred to as owner, regardless of number, of the hereinafter described property, was given notice that said property constituted a public nuisance due to the accumulation of trash, vegetation and weeds or other objectionable, unsightly or unsanitary matter in violation of Chapter 9.04 of the El Paso City Code; and the owner failed to comply with due notices. In accordance with El Paso City Code Chapter 9.04, the Environmental Services Department proceeded to clean and dispose of the trash, vegetation, weeds or other rubbish; and

WHEREAS, the Director of the Environmental Services Department has reported the cost of doing such work in the amount hereinafter set forth.

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

1. The City Council determines its reasonable expenses including administrative costs and the cost of removing the accumulated trash, vegetation and weeds or other rubbish located on the property known as:

5225 Saxon Dr, more particularly described as Lot 17 (8122 Sq Ft), Block 20, Sun Valley #3 Subdivision, City of El Paso, El Paso County, Texas, PID #S816-999-0200-1710

to be \$496.50, in accordance with the El Paso City Code Section 9.04.880 and the Texas Health & Safety Code Section 342.007. The City Council finds that the work was completed on the 15th day of June, 2022, and approves the costs described herein.

2. The City Council, in accordance with Chapter 9.04 of the El Paso City Code, declares the above total amount FOUR HUNDRED NINETY SIX AND 50/100 DOLLARS (\$496.50) to be a lien on the above described property, said amount being due and payable within ten (10) days from the date of City Council approval, and thereafter bearing ten percent (10%) interest per annum.

3. The City Clerk is directed to give notice of the lien by filing a copy of this Resolution for record with the County Clerk.

4. All records of the City Clerk's office relating to the proceeding against the above described property are made a part of this Resolution by reference.

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

WHEREAS, in accordance with Chapter 9.04 of the El Paso City Code, GARCIA GONZALO, referred to as owner, regardless of number, of the hereinafter described property, was given notice that said property constituted a public nuisance due to the accumulation of trash, vegetation and weeds or other objectionable, unsightly or unsanitary matter in violation of Chapter 9.04 of the El Paso City Code; and the owner failed to comply with due notices. In accordance with El Paso City Code Chapter 9.04, the Environmental Services Department proceeded to clean and dispose of the trash, vegetation, weeds or other rubbish; and

WHEREAS, the Director of the Environmental Services Department has reported the cost of doing such work in the amount hereinafter set forth.

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

1. The City Council determines its reasonable expenses including administrative costs and the cost of removing the accumulated trash, vegetation and weeds or other rubbish located on the property known as:

10372 Preston Dr, more particularly described as Lot 21, Block 10, Sun Valley #2 Subdivision, City of El Paso, El Paso County, Texas, PID #S816-999-0100-4100

to be \$460.00, in accordance with the El Paso City Code Section 9.04.880 and the Texas Health & Safety Code Section 342.007. The City Council finds that the work was completed on the 14th day of June, 2022, and approves the costs described herein.

2. The City Council, in accordance with Chapter 9.04 of the El Paso City Code, declares the above total amount FOUR HUNDRED SIXTY AND 00/100 DOLLARS (\$460.00) to be a lien on the above described property, said amount being due and payable within ten (10) days from the date of City Council approval, and thereafter bearing ten percent (10%) interest per annum.
3. The City Clerk is directed to give notice of the lien by filing a copy of this Resolution for record with the County Clerk.
4. All records of the City Clerk's office relating to the proceeding against the above described property are made a part of this Resolution by reference.

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

WHEREAS, in accordance with Chapter 9.04 of the El Paso City Code, FLORES AMADO (LE) & DEODORA N & 10, referred to as owner, regardless of number, of the hereinafter described property, was given notice that said property constituted a public nuisance due to the accumulation of trash, vegetation and weeds or other objectionable, unsightly or unsanitary matter in violation of Chapter 9.04 of the El Paso City Code; and the owner failed to comply with due notices. In accordance with El Paso City Code Chapter 9.04, the Environmental Services Department proceeded to clean and dispose of the trash, vegetation, weeds or other rubbish; and

WHEREAS, the Director of the Environmental Services Department has reported the cost of doing such work in the amount hereinafter set forth.

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

1. The City Council determines its reasonable expenses including administrative costs and the cost of removing the accumulated trash, vegetation and weeds or other rubbish located on the property known as:

10357 Alcan St, more particularly described as N 2 Ft Of 14 & S 59 Ft Of 15, Block 14, Sun Valley #2 Subdivision, City of El Paso, El Paso County, Texas, PID #S816-999-0140-2900

to be \$460.00, in accordance with the El Paso City Code Section 9.04.880 and the Texas Health & Safety Code Section 342.007. The City Council finds that the work was completed on the 14th day of June, 2022, and approves the costs described herein.

2. The City Council, in accordance with Chapter 9.04 of the El Paso City Code, declares the above total amount FOUR HUNDRED SIXTY AND 00/100 DOLLARS (\$460.00) to be a lien on the above described property, said amount being due and payable within ten (10) days from the date of City Council approval, and thereafter bearing ten percent (10%) interest per annum.
3. The City Clerk is directed to give notice of the lien by filing a copy of this Resolution for record with the County Clerk.
4. All records of the City Clerk's office relating to the proceeding against the above described property are made a part of this Resolution by reference.

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

WHEREAS, in accordance with Chapter 9.04 of the El Paso City Code, HRP INTERNATIONAL LLC, referred to as owner, regardless of number, of the hereinafter described property, was given notice that said property constituted a public nuisance due to the accumulation of trash, vegetation and weeds or other objectionable, unsightly or unsanitary matter in violation of Chapter 9.04 of the El Paso City Code; and the owner failed to comply with due notices. In accordance with El Paso City Code Chapter 9.04, the Environmental Services Department proceeded to clean and dispose of the trash, vegetation, weeds or other rubbish; and

WHEREAS, the Director of the Environmental Services Department has reported the cost of doing such work in the amount hereinafter set forth.

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

1. The City Council determines its reasonable expenses including administrative costs and the cost of removing the accumulated trash, vegetation and weeds or other rubbish located on the property known as:

10272 Valle Del Sol Dr, more particularly described as Lot 1 (2156.00 Sq Ft), Block 1, Sun Valley Ranch Subdivision, City of El Paso, El Paso County, Texas, PID #S820-999-0010-0100

to be \$448.50, in accordance with the El Paso City Code Section 9.04.880 and the Texas Health & Safety Code Section 342.007. The City Council finds that the work was completed on the 21st day of July, 2022, and approves the costs described herein.

2. The City Council, in accordance with Chapter 9.04 of the El Paso City Code, declares the above total amount FOUR HUNDRED FORTY EIGHT AND 50/100 DOLLARS (\$448.50) to be a lien on the above described property, said amount being due and payable within ten (10) days from the date of City Council approval, and thereafter bearing ten percent (10%) interest per annum.

3. The City Clerk is directed to give notice of the lien by filing a copy of this Resolution for record with the County Clerk.

4. All records of the City Clerk's office relating to the proceeding against the above described property are made a part of this Resolution by reference.

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

WHEREAS, in accordance with Chapter 9.04 of the El Paso City Code, 101 AWM HOLDING LLC, referred to as owner, regardless of number, of the hereinafter described property, was given notice that said property constituted a public nuisance due to the accumulation of trash, vegetation and weeds or other objectionable, unsightly or unsanitary matter in violation of Chapter 9.04 of the El Paso City Code; and the owner failed to comply with due notices. In accordance with El Paso City Code Chapter 9.04, the Environmental Services Department proceeded to clean and dispose of the trash, vegetation, weeds or other rubbish; and

WHEREAS, the Director of the Environmental Services Department has reported the cost of doing such work in the amount hereinafter set forth.

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

1. The City Council determines its reasonable expenses including administrative costs and the cost of removing the accumulated trash, vegetation and weeds or other rubbish located on the property known as:

10300 Dyer St, more particularly described as Lot 1, Block 1, Hutton Go Subdivision, City of El Paso, El Paso County, Texas, PID #H954-999-0010-0100

to be \$492.50, in accordance with the El Paso City Code Section 9.04.880 and the Texas Health & Safety Code Section 342.007. The City Council finds that the work was completed on the 30th day of June, 2022, and approves the costs described herein.

2. The City Council, in accordance with Chapter 9.04 of the El Paso City Code, declares the above total amount FOUR HUNDRED NINETY TWO AND 50/100 DOLLARS (\$492.50) to be a lien on the above described property, said amount being due and payable within ten (10) days from the date of City Council approval, and thereafter bearing ten percent (10%) interest per annum.

3. The City Clerk is directed to give notice of the lien by filing a copy of this Resolution for record with the County Clerk.

4. All records of the City Clerk's office relating to the proceeding against the above described property are made a part of this Resolution by reference.

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

WHEREAS, in accordance with Chapter 9.04 of the El Paso City Code, SUN VALLEY RANCH HOMEOWNERS ASSOCIATION INC, referred to as owner, regardless of number, of the hereinafter described property, was given notice that said property constituted a public nuisance due to the accumulation of trash, vegetation and weeds or other objectionable, unsightly or unsanitary matter in violation of Chapter 9.04 of the El Paso City Code; and the owner failed to comply with due notices. In accordance with El Paso City Code Chapter 9.04, the Environmental Services Department proceeded to clean and dispose of the trash, vegetation, weeds or other rubbish; and

WHEREAS, the Director of the Environmental Services Department has reported the cost of doing such work in the amount hereinafter set forth.

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

1. The City Council determines its reasonable expenses including administrative costs and the cost of removing the accumulated trash, vegetation and weeds or other rubbish located on the property known as:

Lot 10 (31367.00 Sq Ft), Block 1, Sun Valley Ranch Subdivision, City of El Paso, El Paso County, Texas, PID #S820-999-0010-1000

to be \$741.50, in accordance with the El Paso City Code Section 9.04.880 and the Texas Health & Safety Code Section 342.007. The City Council finds that the work was completed on the 20th day of July, 2022, and approves the costs described herein.

2. The City Council, in accordance with Chapter 9.04 of the El Paso City Code, declares the above total amount SEVEN HUNDRED FORTY ONE AND 50/100 DOLLARS (\$741.50)

to be a lien on the above described property, said amount being due and payable within ten (10) days from the date of City Council approval, and thereafter bearing ten percent (10%) interest per annum.

3. The City Clerk is directed to give notice of the lien by filing a copy of this Resolution for record with the County Clerk.

4. All records of the City Clerk's office relating to the proceeding against the above described property are made a part of this Resolution by reference.

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

WHEREAS, in accordance with Chapter 9.04 of the El Paso City Code, PRATT TIMOTHY W, referred to as owner, regardless of number, of the hereinafter described property, was given notice that said property constituted a public nuisance due to the accumulation of trash, vegetation and weeds or other objectionable, unsightly or unsanitary matter in violation of Chapter 9.04 of the El Paso City Code; and the owner failed to comply with due notices. In accordance with El Paso City Code Chapter 9.04, the Environmental Services Department proceeded to clean and dispose of the trash, vegetation, weeds or other rubbish; and

WHEREAS, the Director of the Environmental Services Department has reported the cost of doing such work in the amount hereinafter set forth.

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

1. The City Council determines its reasonable expenses including administrative costs and the cost of removing the accumulated trash, vegetation and weeds or other rubbish located on the property known as:

10737 Sunstone St, more particularly described as Lot 33, Block 6, Shearman #2 Subdivision, City of El Paso, El Paso County, Texas, PID #S363-999-0060-6500

to be \$563.00, in accordance with the El Paso City Code Section 9.04.880 and the Texas Health & Safety Code Section 342.007. The City Council finds that the work was completed on the 13th day of July, 2022, and approves the costs described herein.

2. The City Council, in accordance with Chapter 9.04 of the El Paso City Code, declares the above total amount FIVE HUNDRED SIXTY THREE AND 00/100 DOLLARS (\$563.00) to be a lien on the above described property, said amount being due and payable within ten (10) days from the date of City Council approval, and thereafter bearing ten percent (10%) interest per annum.

3. The City Clerk is directed to give notice of the lien by filing a copy of this Resolution for record with the County Clerk.

4. All records of the City Clerk's office relating to the proceeding against the above described property are made a part of this Resolution by reference.

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

WHEREAS, in accordance with Chapter 9.04 of the El Paso City Code, JEAN LYNDIA, referred to as owner, regardless of number, of the hereinafter described property, was given

notice that said property constituted a public nuisance due to the accumulation of trash, vegetation and weeds or other objectionable, unsightly or unsanitary matter in violation of Chapter 9.04 of the El Paso City Code; and the owner failed to comply with due notices. In accordance with El Paso City Code Chapter 9.04, the Environmental Services Department proceeded to clean and dispose of the trash, vegetation, weeds or other rubbish; and

WHEREAS, the Director of the Environmental Services Department has reported the cost of doing such work in the amount hereinafter set forth.

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

1. The City Council determines its reasonable expenses including administrative costs and the cost of removing the accumulated trash, vegetation and weeds or other rubbish located on the property known as:

10753 Fort Worth St, more particularly described as Lot 4 (7700 Sq Ft), Block 2, Sarah Anne Park #2 Subdivision, City of El Paso, El Paso County, Texas, PID #S162-999-0020-0700

to be \$498.00, in accordance with the El Paso City Code Section 9.04.880 and the Texas Health & Safety Code Section 342.007. The City Council finds that the work was completed on the 12th day of July, 2022, and approves the costs described herein.

2. The City Council, in accordance with Chapter 9.04 of the El Paso City Code, declares the above total amount FOUR HUNDRED NINETY EIGHT AND 00/100 DOLLARS (\$498.00) to be a lien on the above described property, said amount being due and payable within ten (10) days from the date of City Council approval, and thereafter bearing ten percent (10%) interest per annum.

3. The City Clerk is directed to give notice of the lien by filing a copy of this Resolution for record with the County Clerk.

4. All records of the City Clerk's office relating to the proceeding against the above described property are made a part of this Resolution by reference.

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

WHEREAS, in accordance with Chapter 9.04 of the El Paso City Code, RODRIGUEZ MARIA D C, referred to as owner, regardless of number, of the hereinafter described property, was given notice that said property constituted a public nuisance due to the accumulation of trash, vegetation and weeds or other objectionable, unsightly or unsanitary matter in violation of Chapter 9.04 of the El Paso City Code; and the owner failed to comply with due notices. In accordance with El Paso City Code Chapter 9.04, the Environmental Services Department proceeded to clean and dispose of the trash, vegetation, weeds or other rubbish; and

WHEREAS, the Director of the Environmental Services Department has reported the cost of doing such work in the amount hereinafter set forth.

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

1. The City Council determines its reasonable expenses including administrative costs and the cost of removing the accumulated trash, vegetation and weeds or other rubbish located on the property known as:

8037 Arvin Rd, more particularly described as Tr 9, Sanders Subdivision, City of El Paso, El Paso County, Texas, PID #S120- 999-0010-4100

to be \$312.50, in accordance with the El Paso City Code Section 9.04.880 and the Texas Health & Safety Code Section 342.007. The City Council finds that the work was completed on the 29th day of June, 2022, and approves the costs described herein.

2. The City Council, in accordance with Chapter 9.04 of the El Paso City Code, declares the above total amount THREE HUNDRED TWELVE AND 50/100 DOLLARS (\$312.50) to be a lien on the above described property, said amount being due and payable within ten (10) days from the date of City Council approval, and thereafter bearing ten percent (10%) interest per annum.

3. The City Clerk is directed to give notice of the lien by filing a copy of this Resolution for record with the County Clerk.

4. All records of the City Clerk's office relating to the proceeding against the above described property are made a part of this Resolution by reference.

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

WHEREAS, in accordance with Chapter 9.04 of the El Paso City Code, MARIO AYALA REAL STATE GROUP LLC, referred to as owner, regardless of number, of the hereinafter described property, was given notice that said property constituted a public nuisance due to the accumulation of trash, vegetation and weeds or other objectionable, unsightly or unsanitary matter in violation of Chapter 9.04 of the El Paso City Code; and the owner failed to comply with due notices. In accordance with El Paso City Code Chapter 9.04, the Environmental Services Department proceeded to clean and dispose of the trash, vegetation, weeds or other rubbish; and

WHEREAS, the Director of the Environmental Services Department has reported the cost of doing such work in the amount hereinafter set forth.

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

1. The City Council determines its reasonable expenses including administrative costs and the cost of removing the accumulated trash, vegetation and weeds or other rubbish located on the property known as:

1135 N Zaragoza Rd, more particularly described as Tr 4-H (0.23 Ac) & Tr 5-B-2 (0.062 Ac) (0.292 Ac), Block 55, Ysleta Subdivision, City of El Paso, El Paso County, Texas, PID #Y805-999-055C-0402

to be \$362.50, in accordance with the El Paso City Code Section 9.04.880 and the Texas Health & Safety Code Section 342.007. The City Council finds that the work was completed on the 22nd day of June, 2022, and approves the costs described herein.

2. The City Council, in accordance with Chapter 9.04 of the El Paso City Code, declares the above total amount THREE HUNDRED SIXTY TWO AND 50/100 DOLLARS (\$362.50) to be a lien on the above described property, said amount being due and payable within ten (10) days from the date of City Council approval, and thereafter bearing ten percent (10%) interest per annum.

3. The City Clerk is directed to give notice of the lien by filing a copy of this Resolution for record with the County Clerk.
4. All records of the City Clerk's office relating to the proceeding against the above described property are made a part of this Resolution by reference.

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

WHEREAS, in accordance with Chapter 9.04 of the El Paso City Code, PIZARRO JOSEFINA G, referred to as owner, regardless of number, of the hereinafter described property, was given notice that said property constituted a public nuisance due to the accumulation of trash, vegetation and weeds or other objectionable, unsightly or unsanitary matter in violation of Chapter

9.04 of the El Paso City Code; and the owner failed to comply with due notices. In accordance with El Paso City Code Chapter 9.04, the Environmental Services Department proceeded to clean and dispose of the trash, vegetation, weeds or other rubbish; and

WHEREAS, the Director of the Environmental Services Department has reported the cost of doing such work in the amount hereinafter set forth.

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

1. The City Council determines its reasonable expenses including administrative costs and the cost of removing the accumulated trash, vegetation and weeds or other rubbish located on the property known as:

9133 Tenango Dr, more particularly described as Lot 27, Block 13, Colonia Del Valle Subdivision, City of El Paso, El Paso County, Texas, PID #C732-999-0130-5300

to be \$316.50, in accordance with the El Paso City Code Section 9.04.880 and the Texas Health & Safety Code Section 342.007. The City Council finds that the work was completed on the 18th day of July, 2022, and approves the costs described herein.

2. The City Council, in accordance with Chapter 9.04 of the El Paso City Code, declares the above total amount THREE HUNDRED SIXTEEN AND 50/100 DOLLARS (\$316.50) to be a lien on the above described property, said amount being due and payable within ten (10) days from the date of City Council approval, and thereafter bearing ten percent (10%) interest per annum.

3. The City Clerk is directed to give notice of the lien by filing a copy of this Resolution for record with the County Clerk.

4. All records of the City Clerk's office relating to the proceeding against the above described property are made a part of this Resolution by reference.

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

WHEREAS, in accordance with Chapter 9.04 of the El Paso City Code, R & SONS BUILDERS, referred to as owner, regardless of number, of the hereinafter described property, was given notice that said property constituted a public nuisance due to the accumulation of trash, vegetation and weeds or other objectionable, unsightly or unsanitary matter in violation

of Chapter 9.04 of the El Paso City Code; and the owner failed to comply with due notices. In accordance with El Paso City Code Chapter 9.04, the Environmental Services Department proceeded to clean and dispose of the trash, vegetation, weeds or other rubbish; and

WHEREAS, the Director of the Environmental Services Department has reported the cost of doing such work in the amount hereinafter set forth.

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

1. The City Council determines its reasonable expenses including administrative costs and the cost of removing the accumulated trash, vegetation and weeds or other rubbish located on the property known as:

9635 Vallarta Dr, more particularly described as Lot 6, Block 10, Colonia Del Prado Subdivision, City of El Paso, El Paso County, Texas, PID #C729-999-0100-1100

to be \$346.50, in accordance with the El Paso City Code Section 9.04.880 and the Texas Health & Safety Code Section 342.007. The City Council finds that the work was completed on the 20th day of July, 2022, and approves the costs described herein.

2. The City Council, in accordance with Chapter 9.04 of the El Paso City Code, declares the above total amount THREE HUNDRED FORTY SIX AND 50/100 DOLLARS (\$346.50) to be a lien on the above described property, said amount being due and payable within ten (10) days from the date of City Council approval, and thereafter bearing ten percent (10%) interest per annum.

3. The City Clerk is directed to give notice of the lien by filing a copy of this Resolution for record with the County Clerk.

4. All records of the City Clerk's office relating to the proceeding against the above described property are made a part of this Resolution by reference.

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

WHEREAS, in accordance with Chapter 9.04 of the El Paso City Code, MCVAY ROSE M & FREDERICK J & 3, referred to as owner, regardless of number, of the hereinafter described property, was given notice that said property constituted a public nuisance due to the accumulation of trash, vegetation and weeds or other objectionable, unsightly or unsanitary matter in violation of Chapter 9.04 of the El Paso City Code; and the owner failed to comply with due notices. In accordance with El Paso City Code Chapter 9.04, the Environmental Services Department proceeded to clean and dispose of the trash, vegetation, weeds or other rubbish; and

WHEREAS, the Director of the Environmental Services Department has reported the cost of doing such work in the amount hereinafter set forth.

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

1. The City Council determines its reasonable expenses including administrative costs and the cost of removing the accumulated trash, vegetation and weeds or other rubbish located on the property known as:

9349 Socorro Rd, more particularly described as Tr 13-A (02100 Ac), Block 47, Ysleta Subdivision, City of El Paso, El Paso County, Texas, PID #Y805-999-0470-1300

to be \$507.25, in accordance with the El Paso City Code Section 9.04.880 and the Texas Health & Safety Code Section 342.007. The City Council finds that the work was completed on the 24th day of June, 2022, and approves the costs described herein.

2. The City Council, in accordance with Chapter 9.04 of the El Paso City Code, declares the above total amount FIVE HUNDRED SEVEN AND 25/100 DOLLARS (\$507.25) to be a lien on the above described property, said amount being due and payable within ten (10) days from the date of City Council approval, and thereafter bearing ten percent (10%) interest per annum.

3. The City Clerk is directed to give notice of the lien by filing a copy of this Resolution for record with the County Clerk.

4. All records of the City Clerk's office relating to the proceeding against the above described property are made a part of this Resolution by reference.

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

WHEREAS, in accordance with Chapter 9.04 of the El Paso City Code, MCVAY ROSE M & FREDERICK J & 3, referred to as owner, regardless of number, of the hereinafter described property, was given notice that said property constituted a public nuisance due to the accumulation of trash, vegetation and weeds or other objectionable, unsightly or unsanitary matter in violation of Chapter 9.04 of the El Paso City Code; and the owner failed to comply with due notices. In accordance with El Paso City Code Chapter 9.04, the Environmental Services Department proceeded to clean and dispose of the trash, vegetation, weeds or other rubbish; and

WHEREAS, the Director of the Environmental Services Department has reported the cost of doing such work in the amount hereinafter set forth.

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

1. The City Council determines its reasonable expenses including administrative costs and the cost of removing the accumulated trash, vegetation and weeds or other rubbish located on the property known as:

9345 Socorro Rd, more particularly described as Tr 13-B (0.23 Ac), Block 47, Ysleta Subdivision, City of El Paso, El Paso County, Texas, PID #Y805-999-0470-1301

to be \$507.25, in accordance with the El Paso City Code Section 9.04.880 and the Texas Health & Safety Code Section 342.007. The City Council finds that the work was completed on the 24th day of June, 2022, and approves the costs described herein.

2. The City Council, in accordance with Chapter 9.04 of the El Paso City Code, declares the above total amount FIVE HUNDRED SEVEN AND 25/100 DOLLARS (\$507.25) to be a lien on the above described property, said amount being due and payable within ten (10) days from the date of City Council approval, and thereafter bearing ten percent (10%) interest per annum.

3. The City Clerk is directed to give notice of the lien by filing a copy of this Resolution for record with the County Clerk.
4. All records of the City Clerk's office relating to the proceeding against the above described property are made a part of this Resolution by reference.

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

WHEREAS, in accordance with Chapter 9.04 of the El Paso City Code, ANGELOS TOM, referred to as owner, regardless of number, of the hereinafter described property, was given notice that said property constituted a public nuisance due to the accumulation of trash, vegetation and weeds or other objectionable, unsightly or unsanitary matter in violation of Chapter 9.04 of the El Paso City Code; and the owner failed to comply with due notices. In accordance with El Paso City Code Chapter 9.04, the Environmental Services Department proceeded to clean and dispose of the trash, vegetation, weeds or other rubbish; and

WHEREAS, the Director of the Environmental Services Department has reported the cost of doing such work in the amount hereinafter set forth.

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

1. The City Council determines its reasonable expenses including administrative costs and the cost of removing the accumulated trash, vegetation and weeds or other rubbish located on the property known as:

8404 White Ave, more particularly described as Lot 16 Exc N 1.77 Ft (6300 Sq Ft), Long Horn Park Subdivision, City of El Paso, El Paso County, Texas, PID #L647-999-0010-3100

to be \$367.50, in accordance with the El Paso City Code Section 9.04.880 and the Texas Health & Safety Code Section 342.007. The City Council finds that the work was completed on the 28th day of June, 2022, and approves the costs described herein.

2. The City Council, in accordance with Chapter 9.04 of the El Paso City Code, declares the above total amount THREE HUNDRED SIXTY SEVEN AND 50/100 DOLLARS (\$367.50) to be a lien on the above described property, said amount being due and payable within ten (10) days from the date of City Council approval, and thereafter bearing ten percent (10%) interest per annum.

3. The City Clerk is directed to give notice of the lien by filing a copy of this Resolution for record with the County Clerk.

4. All records of the City Clerk's office relating to the proceeding against the above described property are made a part of this Resolution by reference.

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

WHEREAS, in accordance with Chapter 9.04 of the El Paso City Code, LOYA MARIA, referred to as owner, regardless of number, of the hereinafter described property, was given notice that said property constituted a public nuisance due to the accumulation of trash, vegetation and weeds or other objectionable, unsightly or unsanitary matter in violation of Chapter 9.04 of the El Paso City Code; and the owner failed to comply with due notices. In accordance with El Paso City Code Chapter 9.04, the Environmental Services Department proceeded to clean and dispose of the trash, vegetation, weeds or other rubbish; and

WHEREAS, the Director of the Environmental Services Department has reported the cost of doing such work in the amount hereinafter set forth.

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

1. The City Council determines its reasonable expenses including administrative costs and the cost of removing the accumulated trash, vegetation and weeds or other rubbish located on the property known as:

8490 Paddlefoot Ln, more particularly described as Lot 3 (4940.00 Sq Ft), Block 2, Prado Addition Subdivision, City of El Paso, El Paso County, Texas, PID #P881-999-0020-0300

to be \$319.00, in accordance with the El Paso City Code Section 9.04.880 and the Texas Health & Safety Code Section 342.007. The City Council finds that the work was completed on the 1st day of July, 2022, and approves the costs described herein.

2. The City Council, in accordance with Chapter 9.04 of the El Paso City Code, declares the above total amount THREE HUNDRED NINETEEN AND 00/100 DOLLARS (\$319.00) to be a lien on the above described property, said amount being due and payable within ten (10) days from the date of City Council approval, and thereafter bearing ten percent (10%) interest per annum.

3. The City Clerk is directed to give notice of the lien by filing a copy of this Resolution for record with the County Clerk.

4. All records of the City Clerk's office relating to the proceeding against the above described property are made a part of this Resolution by reference.

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

WHEREAS, in accordance with Chapter 9.04 of the El Paso City Code, SULLIVAN E J & CELIA, referred to as owner, regardless of number, of the hereinafter described property, was given notice that said property constituted a public nuisance due to the accumulation of trash, vegetation and weeds or other objectionable, unsightly or unsanitary matter in violation of Chapter 9.04 of the El Paso City Code; and the owner failed to comply with due notices. In accordance with El Paso City Code Chapter 9.04, the Environmental Services Department proceeded to clean and dispose of the trash, vegetation, weeds or other rubbish; and

WHEREAS, the Director of the Environmental Services Department has reported the cost of doing such work in the amount hereinafter set forth.

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

1. The City Council determines its reasonable expenses including administrative costs and the cost of removing the accumulated trash, vegetation and weeds or other rubbish located on the property known as:

401 Riverside Dr, more particularly described as E 192.5 Ft Of N 185.18 Ft & W 68.99 Ft Of N 105 Ft Of Tr 1 Exc 0.062 Acre Nec (40206 Sq Ft), Block B, Christy Subdivision, City of El Paso, El Paso County, Texas, PID #C454-999-000B-0100

to be \$428.00, in accordance with the El Paso City Code Section 9.04.880 and the Texas Health & Safety Code Section 342.007. The City Council finds that the work was completed on the 18th day of August, 2022, and approves the costs described herein.

2. The City Council, in accordance with Chapter 9.04 of the El Paso City Code, declares the above total amount FOUR HUNDRED TWENTY EIGHT AND 00/100 DOLLARS (\$428.00) to be a lien on the above described property, said amount being due and payable within ten (10) days from the date of City Council approval, and thereafter bearing ten percent (10%) interest per annum.

3. The City Clerk is directed to give notice of the lien by filing a copy of this Resolution for record with the County Clerk.

4. All records of the City Clerk's office relating to the proceeding against the above described property are made a part of this Resolution by reference.

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

WHEREAS, in accordance with Chapter 9.04 of the El Paso City Code, FERNANDEZ FRANCISCO, referred to as owner, regardless of number, of the hereinafter described property, was given notice that said property constituted a public nuisance due to the accumulation of trash, vegetation and weeds or other objectionable, unsightly or unsanitary matter in violation of Chapter 9.04 of the El Paso City Code; and the owner failed to comply with due notices. In accordance with El Paso City Code Chapter 9.04, the Environmental Services Department proceeded to clean and dispose of the trash, vegetation, weeds or other rubbish; and

WHEREAS, the Director of the Environmental Services Department has reported the cost of doing such work in the amount hereinafter set forth.

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

1. The City Council determines its reasonable expenses including administrative costs and the cost of removing the accumulated trash, vegetation and weeds or other rubbish located on the property known as:

3016 Piedmont Dr, more particularly described as Lots 17 & S 1/2 Of 18 (9000 Sq Ft), Block 109, Kern Place Subdivision, City of El Paso, El Paso County, Texas, PID #K216-999-1090-6700

to be \$336.00, in accordance with the El Paso City Code Section 9.04.880 and the Texas Health & Safety Code Section 342.007. The City Council finds that the work was completed on the 14th day of June, 2022, and approves the costs described herein.

2. The City Council, in accordance with Chapter 9.04 of the El Paso City Code, declares the above total amount THREE HUNDRED THIRTY SIX AND 00/100 DOLLARS (\$336.00) to be a lien on the above described property, said amount being due and payable within ten (10) days from the date of City Council approval, and thereafter bearing ten percent (10%) interest per annum.

3. The City Clerk is directed to give notice of the lien by filing a copy of this Resolution for record with the County Clerk.

4. All records of the City Clerk's office relating to the proceeding against the above described property are made a part of this Resolution by reference.

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

WHEREAS, in accordance with Chapter 9.04 of the El Paso City Code, AGUILAR CRISTINA D C, referred to as owner, regardless of number, of the hereinafter described property, was given notice that said property constituted a public nuisance due to the accumulation of trash, vegetation and weeds or other objectionable, unsightly or unsanitary matter in violation of Chapter 9.04 of the El Paso City Code; and the owner failed to comply with due notices. In accordance with El Paso City Code Chapter 9.04, the Environmental Services Department proceeded to clean and dispose of the trash, vegetation, weeds or other rubbish; and

WHEREAS, the Director of the Environmental Services Department has reported the cost of doing such work in the amount hereinafter set forth.

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

1. The City Council determines its reasonable expenses including administrative costs and the cost of removing the accumulated trash, vegetation and weeds or other rubbish located on the property known as:

6320 Snowheights Ct, more particularly described as Lot 3 (11859 Sq Ft), Block 17, Coronado Country Club Ft Hills Subdivision, City of El Paso, El Paso County, Texas, PID #C809-999-0170-0700

to be \$344.00, in accordance with the El Paso City Code Section 9.04.880 and the Texas Health & Safety Code Section 342.007. The City Council finds that the work was completed on the 8th day of July, 2022, and approves the costs described herein.

2. The City Council, in accordance with Chapter 9.04 of the El Paso City Code, declares the above total amount THREE HUNDRED FORTY FOUR AND 00/100 DOLLARS (\$344.00) to be a lien on the above described property, said amount being due and payable within ten (10) days from the date of City Council approval, and thereafter bearing ten percent (10%) interest per annum.

3. The City Clerk is directed to give notice of the lien by filing a copy of this Resolution for record with the County Clerk.

4. All records of the City Clerk's office relating to the proceeding against the above described property are made a part of this Resolution by reference.

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

WHEREAS, in accordance with Chapter 9.04 of the El Paso City Code, ARGENZUELA MANAGEMENT GROUP LLC, referred to as owner, regardless of number, of the hereinafter described property, was given notice that said property constituted a public nuisance due to the accumulation of trash, vegetation and weeds or other objectionable, unsightly or unsanitary matter in violation of Chapter 9.04 of the El Paso City Code; and the owner failed to comply with due notices. In accordance with El Paso City Code Chapter 9.04, the Environmental Services Department proceeded to clean and dispose of the trash, vegetation, weeds or other rubbish; and

WHEREAS, the Director of the Environmental Services Department has reported the cost of doing such work in the amount hereinafter set forth.

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

1. The City Council determines its reasonable expenses including administrative costs and the cost of removing the accumulated trash, vegetation and weeds or other rubbish located on the property known as:

2411 N Kansas St, more particularly described as Lots 6 To 8 & 2 Ft Of 9 (9760 Sq Ft), Block 193, Alexander Subdivision, City of El Paso, El Paso County, Texas, PID #A462-999-1930-2100

to be \$408.00, in accordance with the El Paso City Code Section 9.04.880 and the Texas Health & Safety Code Section 342.007. The City Council finds that the work was completed on the 16th day of June, 2022, and approves the costs described herein.

2. The City Council, in accordance with Chapter 9.04 of the El Paso City Code, declares the above total amount FOUR HUNDRED EIGHT AND 00/100 DOLLARS (\$408.00) to be a lien on the above described property, said amount being due and payable within ten (10) days from the date of City Council approval, and thereafter bearing ten percent (10%) interest per annum.

3. The City Clerk is directed to give notice of the lien by filing a copy of this Resolution for record with the County Clerk.

4. All records of the City Clerk's office relating to the proceeding against the above described property are made a part of this Resolution by reference.

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

WHEREAS, in accordance with Chapter 9.04 of the El Paso City Code, MC ELROY ARNOLD L, referred to as owner, regardless of number, of the hereinafter described property, was given notice that said property constituted a public nuisance due to the accumulation of trash, vegetation and weeds or other objectionable, unsightly or unsanitary matter in violation of Chapter 9.04 of the El Paso City Code; and the owner failed to comply with due notices. In accordance with El Paso City Code Chapter 9.04, the Environmental Services Department proceeded to clean and dispose of the trash, vegetation, weeds or other rubbish; and

WHEREAS, the Director of the Environmental Services Department has reported the cost of doing such work in the amount hereinafter set forth.

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

1. The City Council determines its reasonable expenses including administrative costs and the cost of removing the accumulated trash, vegetation and weeds or other rubbish located on the property known as:

620 Park St, more particularly described as S 27.1 Ft Of W 80 Ft Of 20, Block 52, Magoffin Subdivision, City of El Paso, El Paso County, Texas, PID #M028-999-0520-9500

to be \$359.50, in accordance with the El Paso City Code Section 9.04.880 and the Texas Health & Safety Code Section 342.007. The City Council finds that the work was completed on the 12th day of August, 2022, and approves the costs described herein.

2. The City Council, in accordance with Chapter 9.04 of the El Paso City Code, declares the above total amount THREE HUNDRED FIFTY NINE AND 50/100 DOLLARS (\$359.50) to be a lien on the above described property, said amount being due and payable within ten (10) days from the date of City Council approval, and thereafter bearing ten percent (10%) interest per annum.

3. The City Clerk is directed to give notice of the lien by filing a copy of this Resolution for record with the County Clerk.

4. All records of the City Clerk's office relating to the proceeding against the above described property are made a part of this Resolution by reference.

***RESOLUTION**

WHEREAS, in accordance with Chapter 9.04 of the El Paso City Code, AVILA JAVIER E, referred to as owner, regardless of number, of the hereinafter described property, was given notice that said property constituted a public nuisance due to the accumulation of trash, vegetation and weeds or other objectionable, unsightly or unsanitary matter in violation of Chapter 9.04 of the El Paso City Code; and the owner failed to comply with due notices. In accordance with El Paso City Code Chapter 9.04, the Environmental Services Department proceeded to clean and dispose of the trash, vegetation, weeds or other rubbish; and

WHEREAS, the Director of the Environmental Services Department has reported the cost of doing such work in the amount hereinafter set forth.

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

1. The City Council determines its reasonable expenses including administrative costs and the cost of removing the accumulated trash, vegetation and weeds or other rubbish located on the property known as:

Lot 14, Block 48, Kern Place Subdivision, City of El Paso, El Paso County, Texas, PID #K216-999-0480-3700

to be \$359.50, in accordance with the El Paso City Code Section 9.04.880 and the Texas Health & Safety Code Section 342.007. The City Council finds that the work was completed on the 15th day of June, 2022, and approves the costs described herein.

2. The City Council, in accordance with Chapter 9.04 of the El Paso City Code, declares the above total amount THREE HUNDRED FIFTY NINE AND 50/100 DOLLARS (\$359.50) to be a lien on the above described property, said amount being due and payable within ten (10) days from the date of City Council approval, and thereafter bearing ten percent (10%) interest per annum.

3. The City Clerk is directed to give notice of the lien by filing a copy of this Resolution for record with the County Clerk.

4. All records of the City Clerk's office relating to the proceeding against the above described property are made a part of this Resolution by reference.

5.

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

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

That the City of El Paso accepts, with gratitude, the donation from Linda and Juan Uribe, of the following:

A Donation of up to \$50,000.00 to the El Paso Museum of History to name the museum store/community gallery the "Juan and Linda Uribe Community Gallery".

That City Council also authorizes the City Manager to sign a Donation Agreement to delineate the responsibilities of the City and the Foundation in relation to this donation, as well as any necessary documentation, amendments to the Donation Agreement, and purchasing agreements required for this donation. Further, that the City Manager or designee is authorized to provide any authorizations described in the Donation Agreement. Further, that the City Council declares that the acceptance of this donation furthers the municipal goal of providing cultural opportunities to the residents and visitors of the City of El Paso and aids in the operations of the Museums and Cultural Affairs Department.

Representative Hernandez commented.

CONSENT AGENDA – BOARD RE-APPOINTMENTS:

Goal 3: Promote the Visual Image of El Paso

6. *Motion made, seconded, and unanimously carried to **DELETE** the reappointment of Sharon S. Miles-Bonart to the Open Space Advisory Board by Representative Art Fierro, District 6.
7. *Motion made, seconded, and unanimously carried to **REAPPOINT** Stephen Tures to the Open Space Advisory Board by Representative Brian Kennedy, District 1.

CONSENT AGENDA –BOARD APPOINTMENTS:

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

8. *Motion made, seconded, and unanimously carried to **APPOINT** Bruce Yetter to the Ethics Review Commission by Representative Brian Kennedy, District 1.

CONSENT AGENDA – APPLICATIONS FOR TAX REFUNDS:

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

9.

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

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

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

WHEREAS, taxpayer, Lone Star Title ("Taxpayer") has applied for a refund with the tax assessor for their 2019 property taxes that were overpaid on November 15, 2019 in the amount of \$448.82 for all taxing entities; and

WHEREAS, City Council may extend the deadline for the Taxpayer's application for the overpayment of the 2019 taxes for a period not to exceed two years on a showing of good cause by the taxpayer; and

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

THAT THE City finds that Lone Star Title showed a good cause to extend the deadline to apply for a refund of the overpayment of the 2019 taxes and the tax refund in the amount of \$448.82 is approved.

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

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

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

WHEREAS, taxpayer, Western Heritage Bank through TVO ELP Condo LP ("Taxpayer") has applied for a refund with the tax assessor for their 2019 property taxes that were overpaid on December 11, 2019 in the amount of \$722.73 for all taxing entities; and

WHEREAS, City Council may extend the deadline for the Taxpayer's application for the overpayment of the 2019 taxes for a period not to exceed two years on a showing of good cause by the taxpayer; and

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

THAT THE City finds that Western Heritage Bank through TVO ELP Condo LP showed a good cause to extend the deadline to apply for a refund of the overpayment of the 2019 taxes and the tax refund in the amount of \$722. 73 is approved.

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10. *Motion made, seconded, and unanimously carried to **APPROVE** the tax refunds listed below and posted on the attachment with this agenda:

1. Lorena Ortiz, in the amount of \$6,083.07 made an overpayment on February 27, 2023 of 2022 taxes. (Geo. #A670-999-0040-1800)
2. Flowar Properties LLC, in the amount of \$4,031.02 made an overpayment on February 8, 2022 of 2021 taxes. (Geo. #F607-999-0240-0100)
3. CoreLogic, in the amount of \$8,111.44 made an overpayment on December 20, 2021 of 2021 taxes. (Geo. #T820-999-0630-1100)

.....
REGULAR AGENDA - OPERATIONAL FOCUS UPDATES

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

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11. Presentation and discussion on the Capital Improvement 3rd Quarter update.

Ms. Yvette Hernandez, City Engineer, presented a PowerPoint presentation (copy on file in the City Clerk’s Office).

Mayor Leeser commented.

NO ACTION was taken on this item.

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CALL TO THE PUBLIC – PUBLIC COMMENT:

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The following members of the public commented:

1. Estell Johnson
2. Elizabeth Crawford
3. Allegra Rojas-Antillon
4. Natalia Ramirez
5. Zyenna Martinez
6. Paula Kish
7. Arnulfo Hernandez
8. Ron Comeau
9. Jonathan Chiao
10. Craig Peters
11. Wally Cech

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The Regular City Council meeting was **RECESSED** at 9:52 a.m.

The Regular City council meeting was **RECONVENED** at 12:00 p.m.

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REGULAR AGENDA – OTHER BIDS, CONTRACTS, PROCUREMENTS:

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

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- 12.** Motion made by Representative Rivera, seconded by Representative Hernandez, and unanimously carried to **AWARD** Solicitation 2023-0406R El Paso Community Engagement and Entertainment Districts (Re-Bid) to Responsible Hospitality Institute for a two (2) year term for an estimated amount of \$95,000.00. This contract will provide recommendations for noise remediation standards and processes to maintain compliance, which include monitoring and reporting.

Contract Variance:
No variance, new contract.

Department:	Police
Vendor:	Responsible Hospitality Institute Scotts Valley, CA
Item(s):	All
Term:	2 Years
Total Estimated Award:	\$95,000.00

Account No.: 321 - 522150 - 1000 - 21000
Funding Source: General Fund
District(s): All

This is a Request for Proposal, service contract.

The Purchasing & Strategic Sourcing and Police Departments recommend award as indicated to Responsible Hospitality Institute the highest ranked proposer based on evaluation factors established for this procurement.

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

Mayor Leeser and Representative Fierro commented.

Mr. Steve Alvarado, Code Compliance Director, presented a PowerPoint presentation (copy on file in the City Clerk's Office).

Ms. Nicole Ruiz, citizen, commented.

AYES: Representatives Kennedy, Anello, Hernandez, Molinar, Salcido, Fierro, Rivera, and Canales

NAYS: None

REGULAR AGENDA – PUBLIC HEARINGS AND SECOND READING OF ORDINANCES:

Goal 3: Promote the Visual Image of El Paso

13. ORDINANCE 019526

The City Clerk read an Ordinance entitled: **AN ORDINANCE CHANGING THE ZONING OF PORTION OF SIMEON HART SURVEY NO. 2 AND THE SOUTH ½ OF LOT 2, OLD FORT BLISS, 1720 W. PAISANO DRIVE AND 1820 W. PAISANO DRIVE, CITY OF EL PASO, EL PASO COUNTY, TEXAS FROM M-2/H (HEAVY MANUFACTURING/HISTORIC) AND M-2 (HEAVY MANUFACTURING) TO G-MU/H (GENERAL MIXED USE/HISTORIC) AND G-MU (GENERAL MIXED USE), APPROVING A MASTER ZONING PLAN, 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.**

Mr. Raul Garcia, Planning and Inspections Program Manager, presented a PowerPoint presentation (copy on file in the City Clerk's Office).

Representatives Hernandez, Rivera, and Canales commented.

Mr. Sami DiPasquale, applicant, commented.

Motion duly made by Representative Canales, seconded by Representative Rivera, and carried that the Ordinance be **ADOPTED**.

Whereupon the Mayor ordered that a vote be taken on the passage and adoption of the Ordinance which when so done resulted as follows:

AYES: Representatives Kennedy, Annello, Hernandez, Molinar, Salcido, Fierro, Rivera, and Canales

NAYS: None

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

14.

ORDINANCE 019527

The City Clerk read an Ordinance entitled: **AN ORDINANCE CHANGING THE ZONING OF TRACT 40, O.A. DANIELSON SURVEY NO.310, CITY OF EL PASO, EL PASO COUNTY, TEXAS FROM R-3 (RESIDENTIAL) TO C-4 (COMMERCIAL). 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.**

Motion duly made by Representative Fierro, seconded by Representative Molinar, and carried that the Ordinance be **ADOPTED**.

Whereupon the Mayor ordered that a vote be taken on the passage and adoption of the Ordinance which when so done resulted as follows:

AYES: Representatives Kennedy, Annello, Hernandez, Molinar, Salcido, Fierro, Rivera, and Canales

NAYS: None

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

REGULAR AGENDA – OTHER BUSINESS:

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

15. **ITEM:** Discussion and action that the City Council approves the submission to the Foreign-Trade Zones Board of an application to expand Foreign-Trade Zone 68 existing sites and to add new sites more fully described on Exhibit A of the resolution (FTZ Expansion Application), that the City Manager, or his designee, be authorized to sign the application and related documents to expand and modify Foreign-Trade Zone 68; and urges the Foreign-Trade Zones Board approval of the application on an expedited basis.

*Motion made, seconded, and unanimously carried to **POSTPONE** the item for **TWO WEEKS**.

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

16.

R E S O L U T I O N

WHEREAS, on December 3, 2002 the City Council of the City of El Paso ("City") consented to the creation of Paseo Del Este Municipal Utility Districts Nos. 1 through 9 ("Districts") in the City of El Paso's Extraterritorial Jurisdiction; and

WHEREAS, the City's consent to the creation of the Districts was subject to several conditions; and

WHEREAS, one of the City's conditions for the creation of the Districts was that the City is to review and approve the Districts' bonds and notes prior to issuance and may place restrictions on the terms and provisions of each of the District's bonds and notes issued to provide service to the land and conditions on the sale of the District's bonds and notes to the extent such restrictions and conditions do not generally render the bonds and notes of the Districts unmarketable; and

WHEREAS, Paseo Del Este Municipal Utility District No. Seven ("M.U.D. No. 7") requested review and approval of the issuance of the Unlimited Tax Bonds, Series 2023 Bonds by M.U.D. No. 7 (the "Series 2023 Bonds"); and

WHEREAS, the City reviewed the proposed issuance of Series 2023 Bonds by M.U.D. No. 7 and desires to approve the issuance of the bonds.

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

THAT the City reviewed and approves the issuance of the Unlimited Tax Bonds, Series 2023 Bonds in the estimated amount of \$4,380,000, by Paseo Del Este Municipal Utility District No. 7, with the acknowledgement that the issuance of such bonds does not constitute debt issuance by the City of El Paso.

Mayor Leeser commented.

The following City staff members commented:

- Mr. Robert Cortinas, Chief Financial Officer
- Mr. Cary Westin, Interim City Manager

Motion made by Representative Hernandez, seconded by Representative Canales, and unanimously carried to **APPROVE** the Resolution.

AYES: Representatives Kennedy, Annello, Hernandez, Molinar, Salcido, Fierro, Rivera, and Canales

NAYS: None

ADJOURN

Motion made by Representative Rivera, seconded by Representative Canales, and unanimously carried to **ADJOURN** this meeting at 12:33 p.m.

AYES: Representatives Kennedy, Annello, Hernandez, Salcido, Fierro, Rivera, and Canales

NAYS: None

NOT PRESENT FOR THE VOTE: Representative Molinar

APPROVED AS TO CONTENT:

Laura D. Prine, City Clerk

OSCAR LEESER
MAYOR

CARY WESTIN
INTERIM CITY MANAGER



CITY COUNCIL
BRIAN KENNEDY, DISTRICT 1
ALEXSANDRA ANNELLO, DISTRICT 2
CASSANDRA HERNANDEZ DISTRICT 3
JOE MOLINAR, DISTRICT 4
ISABEL SALCIDO, DISTRICT 5
ART FIERRO DISTRICT 6
HENRY RIVERA, DISTRICT 7
CHRIS CANALES, DISTRICT 8

**AGENDA REVIEW MINUTES
COUNCIL CHAMBERS AND VIRTUALLY
CITY HALL, 300 N. CAMPBELL
July 17, 2023
9:00 A.M.**

.....
The City Council met at the above place and date. Meeting was called to order at 9:03 a.m. Mayor Leeser present and presiding. The following Council Members answered roll call: Brian Kennedy, Alexsandra Annello, Joe Molinar, and Henry Rivera. Late Arrivals: Art Fierro at 9:07 a.m. and Chris Canales at 9:11 a.m. Cassandra Hernandez and Isabel Salcido requested to be excused.

The agenda items for the July 18, 2023, Regular City Council were reviewed.

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13. REGULAR AGENDA – PUBLIC HEARINGS AND SECOND READING OF ORDINANCES:

An Ordinance changing the zoning of portion of Simeon Hart Survey No. 2 and the south ½ of Lot 2, Old Fort Bliss, 1720 W. Paisano Drive and 1820 W. Paisano Drive, City of El Paso, El Paso County, Texas from M-2/h (Heavy Manufacturing/historic) and M-2 (Heavy Manufacturing) to G-MU/h (General Mixed Use/historic) and G-MU (General Mixed Use), approving a master zoning plan, 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: 1720 and 1820 W. Paisano Dr.
Applicant: Sami DiPasquale, Abara, Inc., PZRZ23-00005

Mayor Leeser questioned the following City staff member:

- Mr. Luis Zamora, Planning and Inspections Chief Planner

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15. REGULAR AGENDA - OTHER BUSINESS:

Discussion and action that the City Council approves the submission to the Foreign-Trade Zones Board of an application to expand Foreign-Trade Zone 68 existing sites and to add new sites more fully described on Exhibit A of the resolution (FTZ Expansion Application), that the City Manager, or his designee, be authorized to sign the application and related documents to expand and modify Foreign-Trade Zone 68; and urges the Foreign-Trade Zones Board approval of the application on an expedited basis.

Representatives Annello and Rivera questioned the following City staff members:

- Mr. David Panko, Foreign Trade Zone Manager
- Mr. Cary Westin, Interim City Manager

.....
Motion made by Representative Rivera, seconded by Representative Fierro, and unanimously
carried to **ADJOURN** this meeting at 9:14 a.m.

AYES: Representatives Kennedy, Annello, Molinar, Fierro, Rivera, and Canales

NAYS: None

ABSENT: Representatives Hernandez and Salcido

.....
APPROVED AS TO CONTENT:

Laura D. Prine, City Clerk

OSCAR LEESER
MAYOR

CARY WESTIN
INTERIM CITY MANAGER



CITY COUNCIL
BRIAN KENNEDY, DISTRICT 1
ALEXSANDRA ANNELLO, DISTRICT 2
CASSANDRA HERNANDEZ, DISTRICT 3
JOE MOLINAR, DISTRICT 4
ISABEL SALCIDO, DISTRICT 5
ART FIERRO, DISTRICT 6
HENRY RIVERA, DISTRICT 7
CHRIS CANALES, DISTRICT 8

CITY COUNCIL WORK SESSION MINUTES
July 17, 2023
COUNCIL CHAMBERS, CITY HALL AND VIRTUALLY
9:05 A.M.

.....
The City Council of the City of El Paso met at the above place and date. Meeting was called to order at 9:15 a.m. Mayor Oscar Leeser was present and presiding and the following Council Members answered roll call: Brian Kennedy, Alexsandra Anello, Joe Molinar, Henry Rivera, and Chris Canales. Late Arrival: Art Fierro at 9:16 a.m. Cassandra Hernandez and Isabel Salcido requested to be excused.
.....

AGENDA
.....

ITEMS 1 AND 2 WERE TAKEN TOGETHER
.....

1. ORDINANCE 019524

**AN EMERGENCY ORDINANCE EXTENDING EMERGENCY
ORDINANCE NO. 019333 AUTHORIZING THE CITY MANAGER TO ASSIGN
PERSONNEL AND RESOURCES TO ASSIST IN ADDRESSING THE
HUMANITARIAN AND PUBLIC SAFETY CRISIS RESULTING FROM A MASS
MIGRATION THROUGH EL PASO**

WHEREAS, on May 23, 2022, the Mayor and City Council of the City of El Paso (the "City") passed an Emergency Ordinance No. 019333 "Authorizing the City Manager to Assign Personnel and Resources to Assist in Addressing the Humanitarian and Public Safety Crisis Resulting from a Mass Migration through the City of El Paso"; and

WHEREAS, thousands of migrants from Latin America gathered at or near the U.S.- Mexico border in hopes that President Biden would ease immigration restrictions that will make it easier to enter the United States; and

WHEREAS, the Biden administration ended the COVID-19 public health emergency on May 11, 2023 ending all use of Title 42 as a mechanism to control the border; and

WHEREAS, on the eve of the expiration of Title 42, there were an estimated 152,000 migrants in northern Mexico with approximately 60,000 in the State of Chihuahua, and 35,000 in Ciudad Juarez according to U.S. federal statistical records; and

WHEREAS, the Southwest had 169,244 land border encounters in the month of May, 2023; and

WHEREAS, the El Paso sector of U.S. Customs and Border Patrol ("CBP") had 26,057 land border encounters in the month of May, 2023 and a total of 334,283 encounters for federal fiscal year 2023; and

WHEREAS, when the CBP Central Processing Center is over capacity and the non-governmental organizations (NGOs) space is unavailable, that is when the potential for street releases arises; and

WHEREAS, CBP has released many migrants onto downtown streets leaving many migrants without shelter; and

WHEREAS, in the month of June 2023, approximately 200 migrants have been released into the community weekly; and

WHEREAS, in response to the street releases, the El Paso City-County Office of Emergency Management ("OEM") reallocated twenty-nine COVID-19 Operations staff to assist as migrant shelter surge staff, and on May 17, 2022, this staff began orientation training at Casa del Refugiado, the NGO's largest hospitality site; and

WHEREAS, OEM has created a job specification, for general disaster operations to include humanitarian relief duties to hire and assign staff to assist with NGO capacity with over 40 staff currently assigned; and

WHEREAS, beginning in late August 2022, the El Paso sector experienced a surge of over 2,000 migrants presenting themselves daily to CBP, primarily made up of unsponsored single adults from Venezuela, resulting in over 1,000 street releases by CBP; and

WHEREAS, in the Fall of 2022, the City expended significant resources to create and staff a Welcome Center to assist with transportation assistance, providing long-distance charter services and over 39,000 meals to over 19,300 migrants through October 20, 2022; and

WHEREAS, due to this high volume, the number of refugees and asylum seekers released to the NGO and the City's Migrant Welcome Center, was over 1,000 on a daily basis; and

WHEREAS, on September 7, 2022, the City and OEM stood up a migrant Welcome Center to assist with transportation assistance providing services and meals to over 19,300 migrants through October 20, 2022, and

WHEREAS, the release of mass groups of people without access to potable water, food, or shelter exposes the migrants and El Paso residents to the origination and spread of potential and actual disease; and

WHEREAS, in response to the number of migrants arriving at the border, on January 5, 2023, the Department of Homeland Security created a humanitarian parole program for migrants from Cuba, Haiti, and Nicaragua similar to the program already available to Venezuelans; and

WHEREAS, on January 8, 2023, President Biden visited the border to assess the situation in part because the number of migrants has gained the attention of the media and national leadership; and

WHEREAS, there are significant public safety and security concerns related to the wave of migration, including but not limited to the risk to injury or loss of life with migrants in

El Paso streets with little or no resources on days that reach hot or cold temperatures and the inherent risks that come with increased demand on local shelters; and

WHEREAS, on March 12, 2023, border officials barricaded and closed down the Paso del Norte bridge due to a breach of public safety involving hundreds of migrants present on the bridge due to rumors about the relaxation of immigration restrictions circulated on social media sites; and

WHEREAS, for these reasons, the City is faced with the imminent threat of widespread injury or loss of life resulting from a surge in transient migrants traveling to the region; and

WHEREAS, there is the potential for loss of property for both residents and migrants due to those who would take financial advantage of this wave of migrants; and

WHEREAS, the Director of Aviation has the authority, as granted by the El Paso City Council, to manage the day-to-day operation of the El Paso International Airport ("EPIA") and to ensure that those operations are conducted in compliance with the rules and regulations regarding airports under Title 14 of the Code of Federal Regulations, Chapter 22 of the Texas Transportation Code, and Title 14 of the El Paso City Code, as well as federal, state, and local health and safety regulations to ensure the health, safety, and welfare of all occupants and travelers making use of EPIA facilities; and

WHEREAS, EPIA in recent past, became saturated with migrants awaiting air travel and could need to take measures to preserve the health and safety of its customers, employees and the public, as well as measures to secure its facilities as the demand for air travel increases exponentially; and

WHEREAS, the City of El Paso is home to 4 international ports of entry between Texas and Mexico; and

WHEREAS, based on mass migration events in the recent past, the City anticipates significant delays at the international ports-of-entry to include trade; and

WHEREAS, the encampment of large groups of migrants on City rights of way, parks and other City property has led to street closure and cessation of the streetcar service; and

WHEREAS, in awaiting the due support of the federal government, the City finds that the expenditure of public funds for staff to coordinate resources and supplies, serve as shelter surge staff and transport migrants released in the City of El Paso accomplishes a valid public purpose of protecting public infrastructure, and protecting the health, safety and welfare of the citizens of El Paso; and

WHEREAS, in order to protect the health of persons in the municipality, the City Council wishes to continue to assist the local NGO with surge staff, coordination of resources and supplies, and transportation in light of the continued high number of community releases; and

WHEREAS, OEM and the City have and will continue to prepare and evaluate the need for mass emergency sheltering thanks to the expiration of Title 42 and other regional migration surges that may impact the El Paso region; and

WHEREAS, the El Paso City Charter Section 3.10, allows for the adoption of one or more emergency ordinances to meet a public emergency affecting life, health, property, or the public peace; and

WHEREAS, Section 121.003 of the Texas Health & Safety Code states that a municipality may enforce any law that is reasonably necessary to protect public health; and

WHEREAS, Section 122.006 of the Texas Health & Safety Code provides home-rule municipalities express authority to adopt rules to protect the health of persons in the municipality, including quarantine rules to protect the residents against communicable disease; and

WHEREAS, this Ordinance shall remain in effect until otherwise terminated, re-enacted, superseded by a conflicting ordinance, El Paso Local Health Authority Ordinance, state or federal law, or repealed automatically as of the 31st day following the date on which it was adopted unless re-enacted pursuant to City Charter Section 3.10.

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

1. That the Emergency Ordinance No. 019333 passed and adopted by the City Council of the City of El Paso on May 23, 2022 is hereby re-enacted and shall continue for thirty (30) days unless re-enacted in accordance with City Charter Section 3.10 or until terminated by City Council, whichever is sooner.
2. This ordinance is adopted as an emergency measure with the unanimous vote of the City Council Representatives present and the consent of the Mayor and pursuant to City Charter Section 3.10.

2.

ORDINANCE 019525

**AN EMERGENCY ORDINANCE
EXTENDING EMERGENCY ORDINANCE NO. 019485 DUE TO A
HUMANITARIAN, SECURITY, AND ECONOMIC CRISIS
RESULTING FROM A MASS MIGRATION THROUGH EL PASO**

WHEREAS, on May 8, 2023, the El Paso City Council passed Emergency Ordinance No. 019485 "Due to a Humanitarian, Security, and Economic Crisis Resulting from a Mass Migration through the City of El Paso (the "City")"; and

WHEREAS, for federal fiscal year 2023, Southwest encounters were at 1,410,801 of which 545,409 were Title 42; and

WHEREAS, the El Paso sector of CBP had 29,285 land border encounters in the month of May, 2023; and

WHEREAS, thousands of migrants from Latin America gathered at or near the U.S.-Mexico border awaiting processing after Title 42, which is a COVID-19 era mechanism, ended along with the expiration of the Public Health Emergency for COVID-19; and

WHEREAS, prior to the expiration of Title 42, there were an estimated 152,000 migrants in northern Mexico with approximately 60,900 in the State of Chihuahua, and 35,000 in Ciudad Juarez according to U.S. federal statistical records; and

WHEREAS, DHS has created an immigration benefit through which migrants from certain nations can request asylum and be paroled into the country; and

WHEREAS, upon the migrants' arrival into the United States, they are held by CBP who processes, sets for hearing and then releases migrants onto El Paso streets with little to no resources; and

WHEREAS, the number of migrants in need of shelter has exceeded the shelter space available through local, state, and federal partnerships; and

WHEREAS, the City lacks an extensive transportation infrastructure to facilitate the movement of migrants out of the region further increasing demand on shelters; and

WHEREAS, state and federal infrastructure and support is critical to support local efforts to effectively and safely care for mass groups of migrants entering the City; and

WHEREAS, U.S. Customs and Border Protection (CBP) has surged its personnel and resources along the southern border to increase processing capacity to ensure a humane environment for those being processed; and

WHEREAS, the primary challenge for the non-governmental organizations (NGOs) assisting in the effort is that the NGOs do not have the volunteer base to sustain or increase current capacity at their current hospitality sites; and

WHEREAS, the Office of Emergency Management has created a job specification, for general disaster operations to include humanitarian relief duties to hire and assign staff to assist with migrant operations; and

WHEREAS, in the Fall of 2022, the City expended significant resources to create and staff a Welcome Center to assist with transportation assistance, providing long-distance charter services and over 39,000 meals to over 19,300 migrants through October 20, 2022; and

WHEREAS, the number of migrants released into the community has been as high as 1,700 in a single day; and

WHEREAS, the volume of migrants at the border and released into the United States has gained the attention of international and national media; and

WHEREAS, there are significant public safety and security concerns related to the wave of migration, including but not limited to the risk to injury or loss of life with migrants in El Paso streets with little or no resources on days that reach extremely high or freezing low temperatures and the inherent risks that come with increased demand on local shelters; and

WHEREAS, donations to the migrants from the public are best received at the assisting NGOs and shelters in lieu of delivery to spaces where migrants gather; and

WHEREAS, additional shelter space is being prepared for the thousands of migrants released into the community; and

WHEREAS, camping in public spaces is prohibited under Section 48.05 of the Texas Penal Code; and

WHEREAS, the City is faced with the imminent threat of widespread injury or loss of life resulting from a surge in transient migrants traveling to the region; and

WHEREAS, there is potential for loss of property for both residents and migrants due to those who would take advantage of this wave of migrants; and

WHEREAS, in recent months, the El Paso International Airport became saturated with migrants awaiting air travel and shelter, and the City of El Paso may need to take measures to preserve the health and safety of its customers, employees and the public, as well as measures to secure, clean and comply with all related legal requirements regarding its facilities as the demand for air travel can increase exponentially; and

WHEREAS, the City of El Paso is home to 4 of the 28 international ports of entry between Texas and Mexico; and

WHEREAS, based on mass migration events in the recent past including protests and closures of the international bridges, the City has experienced several significant delays at the international ports-of-entry to include trade delays; and

WHEREAS, the City of El Paso has determined that extraordinary measures must be taken to protect all people in and coming through the City; and

WHEREAS, City Charter Section 3.10 allows for the City Council to adopt an emergency ordinance to meet a public emergency affecting life, health, property or the public peace; and

WHEREAS, pursuant to City Charter Section 3.10, every emergency ordinance shall stand repealed automatically as of the 31st day following the date on which it was adopted, but may be re-enacted to continue a Disaster Declaration; and

WHEREAS, the condition necessitating the declaration of a state of disaster continues to exist.

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

1. That an emergency exists as described in clear and specific terms in the recitals above, which are incorporated herein.
2. That the state of disaster proclaimed for the City of El Paso by the Mayor on May 8, 2023 and extended by unanimous vote of City Council shall continue for thirty (30) days unless re-enacted in accordance with City Charter Section 3.10 or until terminated by order of the City Council, whichever is sooner.
3. This ordinance is adopted as an emergency measure with the unanimous vote of the City Council Representatives present and the consent of the Mayor and pursuant to City Charter Section 3.10 and is effective upon adoption.

Assistant Fire Chief Jorge Rodriguez, presented a PowerPoint presentation (copy on file in the City Clerk's Office).

Mayor Leeser and Representative Rivera commented.

Ms. Karla Nieman, City Attorney, commented.

Motion made by Alternate Mayor Pro Tempore Molinar, seconded by Representative Fierro, and unanimously carried to **ADOPT** the Emergency Ordinances.

AYES: Representatives Kennedy, Annello, Molinar, Fierro, Rivera, and Canales

NAYS: None

ABSENT: Representatives Hernandez and Salcido

Mayor Leeser consented to the adoption of the Emergency Ordinances.

.....
3. Provide a quarterly presentation to the City Council on operations of the water and wastewater utilities.

Mr. John E. Balliew, El Paso Water President and CEO, presented a PowerPoint presentation (copy on file in the City Clerk's Office).

Mr. Cary Westin, City Manager, commented.

Mayor Oscar Leeser and Representatives Annello, Molinar, Rivera, and Canales commented.

Mr. Rene Leon, El Paso Water Legislative Liaison, commented.

NO ACTION was taken on this item.

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4. For Notation Only: Formal Report of the Financial Oversight and Audit Committee meeting held on June 7, 2023.

1. Discussion and action on 2023 City Council Fuel Card Purchases Report.

- Motion made by Representative Molinar, seconded by Representative Annello and approved by Representative Kennedy, Representative Annello, Representative Fierro and Representative Molinar to accept the results of the 2023 City Council Fuel Card Purchases Report and send it forward to City Council.

Mr. Edmundo Calderon, Chief Internal Auditor, provided a briefing of the June 7, 2023 meeting.

Mayor Leeser commented.

NO ACTION was taken on this item.

.....
EXECUTIVE SESSION

Motion made by Representative Rivera, seconded by Representative Fierro, and unanimously carried that the City Council **RETIRE** into **EXECUTIVE SESSION** at 10:07 a.m. pursuant to Section 3.5A of the El Paso City Charter and the Texas Government Code, Sections 551.071 - 551.089 to discuss the executive session items:

Section 551.071 CONSULTATION WITH ATTORNEY

Section 551.072 DELIBERATION REGARDING REAL PROPERTY

Section 551.087 DELIBERATION REGARDING ECONOMIC DEVELOPMENT NEGOTIATIONS

AYES: Representatives Kennedy, Annello, Molinar, Fierro, Rivera, and Canales

NAYS: None

ABSENT: Representatives Hernandez and Salcido

Motion made by Representative Rivera, seconded by Representative Molinar, and unanimously carried to **ADJOURN** the Executive Session at 12:14 p.m. and **RECONVENE** the meeting of the City Council at which time motions were made:

AYES: Representatives Kennedy, Anello, Molinar, Rivera, and Canales

NAYS: None

NOT PRESENT FOR THE VOTE: Representative Fierro

ABSENT: Representatives Hernandez and Salcido

.....
EX1. Bryant Byrd; Claim 55; (551.071)

Motion made by Mayor Pro Tempore Anello, seconded by Representative Rivera, and carried that the City Attorney's Office be authorized to **DENY** the claim of Bryant Byrd, in Matter Number 55, and to take all steps necessary, including the execution of any required documents, in order to effectuate this authority.

AYES: Representatives Kennedy, Anello, Molinar, Rivera, and Canales

NAYS: None

NOT PRESENT FOR THE VOTE: Representative Fierro

ABSENT: Representatives Hernandez and Salcido

.....
EX2. Jessica Weaver individually and as representative of the Estate of A.M., minor v. ASM Global, LLC d/b/a Destination El Paso, ASM Global Parent, Inc., and City of El Paso; Cause No. 2023DCV2119 (551.071)

NO ACTION was taken on this item.

.....
EX3. The City of Houston v. the State of Texas; (551.071)

Motion made by Mayor Pro Tempore Anello, seconded by Representative Molinar, and carried that the City Attorney be authorized to **FILE** an amicus curiae brief, or in consultation with the City Manager, to join the lawsuit filed by the City of Houston, in the City of Houston v. The State of Texas and to hire and retain outside counsel in the matter, and to take all steps necessary, including the execution of any required documents, in order to effectuate this authority.

AYES: Representatives Kennedy, Anello, Molinar, Rivera, and Canales

NAYS: None

NOT PRESENT FOR THE VOTE: Representative Fierro

ABSENT: Representatives Hernandez and Salcido

.....
EX4. El Paso Electric Company's Notice of Application to Reconcile Fuel Costs; HQ # UTILITY-15 (551.071)

NO ACTION was taken on this item.

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EX5. TGS GRIP Reimbursement; HQ#UTILITY-13 (551.071)

Motion made by Mayor Pro Tempore Anello, seconded by Representative Rivera, and carried that:

Texas Gas Service Company, a division of One Gas, Inc, provides natural gas distribution service within the City of El Paso.

The City of El Paso has original jurisdiction over the rates and services of Texas Gas Service Company.

On March 11, 2022, Texas Gas Service Company filed a request with the City of El Paso for an interim rate increase pursuant to Texas. Utility Code Sec. 104.401 for gas service within the City of El Paso.

On June 22, 2022, the City Council denied the requested interim increase.

Texas Gas Service Company started charging its requested rates for bills rendered between July 1, 2022 and August 30, 2022, without authorization by law or from any regulatory authority.

Texas Gas Service Company appealed the decision of the City Council to the Railroad Commission of Texas which case was docketed as Case No 000010195.

By Order dated August 30, 2022, the Railroad Commission of Texas granted the Appeal and approved rates for bills rendered on or after August 30, 2022.

Texas Gas Service Company estimated the additional revenues it was charging were approximately \$91,730 per week, or an approximate total of \$770,532 for the period between July 1, 2022 and August 30, 2022.

Now therefore be it resolved by the City Council of the City of El Paso that Texas Gas Service Company is hereby **ORDERED TO APPEAR BEFORE THE CITY COUNCIL ON AUGUST 29, 2023** to show cause why it should not immediately refund the revenues collected from the unlawful charges between July 1, 2022 and August 30, 2022 with interest.

AYES: Representatives Kennedy, Annello, Molinar, Fierro, Rivera, and Canales

NAYS: None

ABSENT: Representatives Hernandez and Salcido

.....
EX6. Application of El Paso Electric Company to Implement a Voluntary Texas Business Solar Power Program; HQ#UTILITY-14 (551.071)

Motion made by Mayor Pro Tempore Annello, seconded by Representative Molinar, and carried that the City Attorney in consultation with the City Manager be authorized to **RETAIN OUTSIDE COUNSEL** and any other necessary consultants, to file an intervention, and to suspend the rates in the Application of El Paso Electric Company to Implement a Voluntary Texas Business Solar Power Program filed on June 26, 2023, under the Texas Public Utility Commission, Docket No. 55176, in Matter Number UTILITY-14, and to take all steps necessary, including the execution of any required documents, in order to effectuate this authority.

AYES: Representatives Kennedy, Annello, Molinar, Fierro, Rivera, and Canales

NAYS: None

ABSENT: Representatives Hernandez and Salcido

.....
EX7. E.R., a minor, and Olga Alcantara, as her next friend and on her own behalf v.

Marco Jasso, Jose Rivas, Ricardo Villagran, and Jane Doe; USDC; 3:18-CV-298-FM; Matter No. 18-1026-9962 (551.071)

Motion made by Mayor Pro Tempore Annello, seconded by Representative Molinar, and carried that the City Attorney's Office be authorized to **ENGAGE IN SETTLEMENT DISCUSSIONS** in the case of E.R., a minor, and Olga Alcantara, as her next friend and on her own behalf v. Marco Jasso, Jose Rivas, Ricardo Villagran, and Jane Doe; in Matter Number 18-1026-9962, and to take all steps necessary, including the execution of any required documents, in order to effectuate this authority.

AYES: Representatives Kennedy, Annello, Molinar, Rivera, Fierro, and Canales

NAYS: None

ABSENT: Representatives Hernandez and Salcido

.....
EX8. Aguilar Jolande v. City of El Paso et. al; Cause No. 2017DCV3624; Matter No. 17-1049-328.001 (551.071)

Motion made by Mayor Pro Tempore Annello, seconded by Representative Rivera, and carried that the City Attorney's Office in consultation with the City Manager, be authorized to **ENGAGE IN SETTLEMENT DISCUSSIONS** in the case of Aguilar, Jolande A. vs. Charles Ortega, City of El Paso, John Doe, Employee of the City Parks & Recreation Department and United Services Automobile Association, in Matter Number 17-1049-328.001, and to take all steps necessary, including the execution of any required documents, in order to effectuate this authority.

AYES: Representatives Kennedy, Annello, Molinar, Fierro, Rivera, and Canales

NAYS: None

ABSENT: Representatives Hernandez and Salcido

.....
EX9. Albert Lopez and Lexby Lopez v. City of El Paso. Matter No. 17-1036-1318 (551.071)

NO ACTION was taken on this item.

.....
EX10. Robert Kaufman v. TDPS, Steve McCraw, City of El Paso, Mayor Dee Margo, Officer Ruvalcaba, El Paso Police Department, Cause No.:2019DCV4173; Matter No. 19-1026-10878 (551.071)

NO ACTION was taken on this item.

.....
EX11. Guadalupe Ramirez, et al v. the City of El Paso and the State of Texas, Cause No. 2007-2568; Matter No. 07-1005-001 (551.071)

Motion made by Mayor Pro Tempore Annello, seconded by Representative Molinar, and carried that the City Attorney's Office, in consultation with the City Manager, be authorized to **ENGAGE IN SETTLEMENT NEGOTIATIONS** in the case of Guadalupe Ramirez, et al v. the City of El Paso, Cause No. 2007-2568, in Matter No. 07-1005-001, and to take all steps necessary, including the execution of any required documents, in order to effectuate this authority, should a settlement be reached in the case.

AYES: Representatives Kennedy, Molinar, Rivera, Fierro, and Canales

NAYS: Representative Annello

ABSENT: Representatives Hernandez and Salcido

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EX12. Discussion on potential economic development opportunities in Central El Paso, HQ 23-1056 (551.072) (551.087)

Motion made by Mayor Pro Tempore Annello, seconded by Representative Rivera, and carried, to **APPROVE** a term sheet for a performance-based incentive of \$1,205,000.00 for the establishment of a Proteus Design Center by Hiller Measurements, LLC at the Innovation Factory located at the El Paso International Airport. The Center will create student internship opportunities, 6 quality full-time engineering positions and leverage the University of Texas at El Paso's technical and research assets in aerospace and additive manufacturing to expedite mission-critical prototype design and testing for growing industries, including aero/defense, telecommunication, and power storage, using industry-leading digital tools.

AYES: Representatives Kennedy, Annello, Molinar, Fierro, Rivera, and Canales

NAYS: None

ABSENT: Representatives Hernandez and Salcido

.....
ADJOURN

Motion made by Alternate Mayor Pro Tempore Molinar, seconded by Representative Canales, and unanimously carried to **ADJOURN** the meeting at 12:23 p.m.

AYES: Representatives Kennedy, Annello, Molinar, Fierro, Rivera, and Canales

NAYS: None

ABSENT: Representatives Hernandez and Salcido

.....
APPROVED AS TO CONTENT:

Laura D. Prine, City Clerk

OSCAR LEESER
MAYOR

CARY WESTIN
INTERIM CITY MANAGER



CITY COUNCIL
BRIAN KENNEDY, DISTRICT 1
ALEXSANDRA ANNELLO, DISTRICT 2
CASSANDRA HERNANDEZ, DISTRICT 3
JOE MOLINAR, DISTRICT 4
ISABEL SALCIDO, DISTRICT 5
ART FIERRO, DISTRICT 6
HENRY RIVERA, DISTRICT 7
CHRIS CANALES, DISTRICT 8

**SPECIAL CITY COUNCIL MEETING MINUTES
CITY HALL, 300 N. CAMPBELL
MAIN CONFERENCE ROOM, 2ND FLOOR AND VIRTUAL
July 10, 2023
10:30 AM**

.....
The City Council of the City of El Paso met at the above place and date. Meeting was called to order at 10:36 a.m. Mayor Oscar Leeson was present and presiding and the following Council Members answered roll call: Brian Kennedy, Alessandra Anello, Cassandra Hernandez, Joe Molinar, Isabel Salcido, Henry Rivera, and Chris Canales. Art Fierro requested to be excused.
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AGENDA

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1. **ITEM:** Discussion and action on the award of Solicitation 2023-0258 Collector and above Street Resurfacing 2023 to International Eagle Enterprises, Inc. for an estimated amount of \$18,285,400.00 for a total term of seven hundred thirty (730) consecutive calendar days. This contract will allow the City to provide a new asphaltic riding surface to project locations, to include Street Rights of Way as needed, as well as repair of damaged concrete parkway structures and ancillary items such as roadway striping and markings as needed.
.....

Mayor Leeson and Representatives Anello, Hernandez, and Canales commented.

The following City staff members commented:

- Mr. Richard Bristol, Streets and Maintenance Director
- Ms. Claudia Garcia, Purchasing and Strategic Sourcing Assistant Director
- Ms. Nicole Cote, Purchasing and Strategic Sourcing and Office of Management and Budget Managing Director

The following members of the public commented:

1. Mr. Bruce Koehler, legal counsel for ZTEX Construction
2. Mr. Joaquin Royo, representative for ZTEX Construction
3. Ms. Lisa Turner

1ST MOTION

Motion made by Mayor Pro Tempore Anello, seconded by Representative Rivera, and carried to **POSTPONE** the item to the **July 18, 2023**, Regular City Council meeting.

AYES: Representatives Anello, Hernandez, Molinar, Salcido, and Rivera

NAYS: Representatives Kennedy and Canales

ABSENT: Representative Fierro

2ND MOTION

Motion made by Mayor Pro Tempore Annello, seconded by Representative Kennedy, and unanimously carried to **RECONSIDER** the item.

AYES: Representatives Kennedy, Annello, Hernandez, Molinar, Salcido, Rivera, and Canales

NAYS: None

ABSENT: Representative Fierro

3RD AND FINAL MOTION

Motion made by Alternate Mayor Pro Tempore Molinar, seconded by Representative Canales, and unanimously carried to **AWARD** Solicitation 2023-0258-0258 Collector and above Street Resurfacing 2023 to International Eagle Enterprises, Inc. for an estimated amount of \$18,285,400.00 for a total term of seven hundred thirty (730) consecutive calendar days. This contract will allow the City to provide a new asphaltic riding surface to project locations, to include Street Rights of Way as needed, as well as repair of damaged concrete parkway structures and ancillary items such as roadway striping and markings as needed.

Department:	Streets and Maintenance
Award To:	International Eagle Enterprises Inc. El Paso, TX
Item(s):	All
Initial Term:	730 Consecutive Calendar Days
Total Estimated Award:	\$18,285,400.00
Funding Sources:	Street Maintenance Funds 2022 Community Progress Bond Top 50 Arterials 2022 Community Progress Bond Residentials General Funds
Accounts:	532-2560-32120-522270-PCP23STY4RES 190-4825-29110-580270-PCP23STMSTRART 190-4825-29110-522270-PCP23STMSTRRES 532-1000-32040-522270-P3230
District(s):	All

This is Competitive Sealed Proposal, unit price contract.

The Purchasing & Strategic Sourcing and Streets and Maintenance Departments recommend award as indicated to International Eagle Enterprises 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.

AYES: Representatives Kennedy, Annello, Hernandez Molinar, Salcido, Rivera, and Canales

NAYS: None

ABSENT: Representative Fierro

-
2. **ITEM:** Discussion and action on the award of solicitation 2023-0267 Residential Street Resurfacing to ALLIED PAVING CO. OF EL PASO, INC. dba Allied Paving Company for a total estimated award of \$15,766,286.60. The contract will allow the City to provide a new asphaltic riding surface to the project Residential Streets, as well as repair of damaged concrete structures and other ancillary items such as roadway striping and markings as needed.

The following members of the public commented:

1. Mr. Bruce Koehler, legal counsel for ZTEX Construction
2. Mr. Joaquin Royo, representative for ZTEX Construction
3. Mr. Michael McLean, legal counsel for Allied Paving

1ST MOTION

Motion made by Representative Salcido, seconded by Representative Rivera, and unanimously carried that the City Council **RETIRE** into **EXECUTIVE SESSION** at 11:13 a.m. pursuant to Section 3.5A of the El Paso City Charter and the Texas Government Code, Sections 551.071 - 551.089 to discuss the item:

Section 551.071 CONSULTATION WITH ATTORNEY

AYES: Representatives Kennedy, Annello, Hernandez, Molinar, Salcido, Rivera, and Canales

NAYS: None

ABSENT: Representative Fierro

2ND MOTION

Motion made by Representative Rivera, seconded by Representative Molinar, and unanimously carried to **ADJOURN** the Executive Session at 11:59 a.m. and **RECONVENE** the meeting of the City Council at which time a motion was made.

AYES: Representatives Kennedy, Annello, Hernandez, Molinar, Salcido, Rivera, and Canales

NAYS: None

ABSENT: Representative Fierro

3RD AND FINAL MOTION

Motion made by Mayor Pro Tempore Annello, seconded by Representative Kennedy, and unanimously carried to **AWARD** Solicitation 2023-0267 Residential Street Resurfacing to ALLIED PAVING CO. OF EL PASO, INC. dba Allied Paving Company for a total estimated award of \$15,766,286.60. The contract will allow the City to provide a new asphaltic riding surface to the project Residential Streets, as well as repair of damaged concrete structures and other ancillary items such as roadway striping and markings as needed.

Department: Streets and Maintenance

Award To: ALLIED PAVING CO. OF EL PASO, INC. dba Allied Paving Company
 El Paso, TX
 Item(s): All
 Initial Term: 730 Consecutive Calendar Days
 Base Bid: \$15,766,286.60
 Total Estimated Award: \$15,766,286.60
 Funding Source: Street Maintenance Funds
 2022 Community Progress Bond Top 50 Arterials
 2022 Community Progress Bond Residentials General Funds
 Account: 522270-532-2560-32120-PCP23STY4RES
 580270-190-4825-29110-PCP23STMSTRART
 522270-190-4825-29110-PCP23STMSTRRES
 522270-532-1000-32040-P3230
 District(s): All

This is Competitive Sealed Proposal, unit price contract.

The Purchasing & Strategic Sourcing and Streets and Maintenance Departments recommend award as indicated to ALLIED PAVING CO. OF EL PASO, INC. dba Allied Paving Company, 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.

AYES: Representatives Kennedy, Anello, Hernandez, Molinar, Salcido, Rivera, and Canales

NAYS: None

ABSENT: Representative Fierro

.....
 The Special Meeting was **RECESSED** at 1:30 p.m. for lunch.

The City Council Meeting was **RECONVENED** at 2:38 p.m.

-
3. For discussion and action: FY 2023 - 2024 Budget as presented by the Interim City Manager. Discussion and action may include, but not limited to operating, capital and debt budgets and all possible funding sources.

- **Interim City Manager Overview**

Mr. Cary Westin, Interim City Manager, introduced the item and provided Council members

with an overview of the FY2024 budget presentations. Some of the highlights discussed were budget recommendations based on Council direction such as the lowering of property taxes. Mr. Westin pointed out a continuous sales tax growth while adding that there was no plan to issue debt as there was enough cash to continue with existing projects. He added that public safety and workforce retention remained a priority along with street resurfacing /reconstruction, traffic safety initiatives, the Children's Museums, Mexican American Cultural Center and the Zoo's penguin exhibit.

Mr. Westin ended his portion of the presentation by sharing the results of the *Chime-In* responses submitted by the community reflecting quality of life as the number one priority, followed by public safety. Other responses included parks and recreation, police services, and economic development, focusing on new job opportunities for El Pasoans.

Mr. Robert Cortinas, Chief Financial Officer, continued with the presentation, concentrating on revenue, and talked about sales tax collections for next year estimated to increase by 22%, and the additional \$1.2M in revenue resulting from the boundary modification of the Tax Increment Reinvestment Zone No. 10, and mentioned a projected increase in franchise fees.

Ms. Nicole Cote, Office of Management and Budget Managing Director, provided a briefing on the expenditures section of the budget and an overview of the general fund expenses by goal and category; she mentioned that salaries and wages make up the majority of the general fund expenses and the major variances were due to police, fire, and civilian compensation increases.

Additionally, Ms. Cote provided a multi-year financial outlook for fiscal years 2023 through 2025; she reviewed the adjustments made to the budget in response to the Council direction given on May 23, 2023 to reduce the property tax rate for the FY2024, and went over the different steps taken to achieve the *No New Revenue Rate*.

Mr. Alex Cuellar, citizen, commented.

- **Safe and Beautiful Neighborhoods – Mario D'Agostino & Ellen Smyth**
 - Goal 2 – Public Safety (Police, Fire and Municipal Court)

Ms. Ellen Smyth, Chief Transit and Field Operations Officer, kicked off the presentations for Goals, 2, 7, and 8, encompassing 10 departments with the largest budgets. Ms. Smyth provided a breakdown of the different funding sources for all the departments

Chief Mario D'Agostino introduced Fire Chief Jonathan Killings and Interim Assistant Police Chief Julia Inciriaga, who presented the priorities and planned accomplishments for Goal 2.

Chief Killings spoke about priorities for the Fire Department such as community outreach to promote initiatives such as mental health, stop the bleed, hands-on CPR education, community infections control response, and immunization in collaboration with the Health Department. He also mentioned a focus on staffing and talked about the new east-side fire stations set to open next year.

Interim Assistant Police Chief Inciriaga provided Council members with an overview of initiatives to assist with officer recruitment and retention such as marketing rebranding and social media with the new motto "*Make a Change, be the Difference*", along with in-person

visits to high-schools and universities, and printed media to include banners and billboards.

Chief Inciriaga highlighted the reduction of trial and hearings backlog in the Municipal Court, and the implementation of a Text Reminder Program with hearing dates, payment plans, and warrants.

The following City staff members were available to answered questions posed by Council members:

- Ms. Lilia Worrell, Municipal Court Director
- Interim Police Chief Peter Pacillas
- Mr. Robert Cortinas, Chief Financial Officer
- Chief Mario D'Agostino, Deputy Manager
- Mr. Cary Westin, Interim City Manager
- Ms. Nicole Cote, Office of Management and Budget Managing Director
- Mr. Steve Alvarado, Code Enforcement Director
- Ms. Dionne Mack, Deputy City Manager, Quality of Life

• **Goal 7 – Infrastructure (Capital Improvement, Sun Metro, Streets & Maintenance)**

Ms. Yvette Hernandez, City Engineer, began the presentation for Goal 7 and spoke about maintaining fiscal responsibility to support economic recovery and supply chain delays with by applying for Federal and State Grants, and highlighted the completion of design and construction projects. As far as the Mass Transit Department, some of the priorities included the Electrification of Lift operations, vehicle replacement, improvements to bus shelters, free rides for veterans and their families, and optimization of the streetcar operations.

Mr. Richard Bristol, Streets and Maintenance Director, provided an update on the residential street resurfacing program approved by City Council on January 30, 2023, to be funded with Community Progress Bonds and pay-go monies. He mentioned a need to adjust project schedules due to delays in contract awards. Finally, Mr. Bristol went over the Top 50 Arterials Project and the Collector Street Resurfacing Active Paving List, which is almost complete with the exception of Montwood Street.

The following City staff members were available to answer questions posed by Council members:

- Mr. Joel McKnight, Streets and Maintenance Assistant Director
- Mr. Sam Rodriguez, Chief Operations Officer
- Mr. Nicholas Ybarra, Environmental Services Director
- Ms. Nicole Ferrini, Climate and Sustainability Officer

Mayor Leeser and Representatives Anello, Hernandez, Molinar, Rivera, and Canales commented

NO ACTION was taken on this item.

.....

ADJOURN

Motion made by Representative Rivera, seconded by Representative Molinar and unanimously carried to **ADJOURN** the meeting at 5:02 p.m.

AYES: Representatives Kennedy, Annello, Hernandez, Molinar, Salcido, Rivera, and Canales

NAYS: None

ABSENT: Representative Fierro

.....

APPROVED AS TO CONTENT:

Laura D. Prine, City Clerk



El Paso, TX

300 N. Campbell
El Paso, TX

Legislation Text

File #: 23-125, Version: 1

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

DISTRICT, DEPARTMENT, CONTACT INFORMATION:

*Please choose District and Department from drop down menu. Please post exactly as example below.
No Title's, No emails. Please use ARIAL 10 Font.*

AGENDA LANGUAGE:

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

REQUEST TO EXCUSE ABSENT CITY COUNCIL MEMBERS



El Paso, TX

300 N. Campbell
El Paso, TX

Legislation Text

File #: 23-973, Version: 1

CITY OF EL PASO, TEXAS LEGISTAR AGENDA ITEM SUMMARY FORM

DISTRICT, DEPARTMENT, CONTACT INFORMATION:

*Please choose District and Department from drop down menu. Please post exactly as example below.
No Title's, No emails. Please use ARIAL 10 Font.*

All Districts

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

AGENDA LANGUAGE:

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

That the Solid Waste liens on the attachment posted with this agenda be approved (See Attachment A).

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

AGENDA DATE: August 1, 2023

PUBLIC HEARING DATE: N/A

CONTACT PERSON(S) NAME AND PHONE NUMBER: Nicholas Ybarra, (915) 212-6000

DISTRICT(S) AFFECTED: All

STRATEGIC GOAL: Goal 3 – Promote the Visual Image of El Paso

SUBGOAL:

SUBJECT:

That the Solid Waste liens on the attachment posted with this agenda be approved (See Attachment A).

BACKGROUND / DISCUSSION:

N/A

PRIOR COUNCIL ACTION:

N/A

AMOUNT AND SOURCE OF FUNDING:

N/A

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)

ATTACHMENT A

SOLID WASTE LIENS

August 1, 2023

Address	Owner of Record	Amount	District
PID #X185-999-0000-0250	TROPICANA DEVELOPMENT INC C/O R L BOWLING III	\$399.00	1
5980 JOHANNSEN RD	IDEA PUBLIC SCHOOLS	\$918.50	1
PID #S987-999-0110-1050	TROPICANA DEVELOPMENT INC	\$426.00	1
1551 REDD RD	PAJ LAND HOLDINGS II LLC	\$548.00	1
1101 BORDERLAND RD	RIO VALLEY LLC	\$322.00	1
1299 SOUTHWESTERN DR	MARCENA SARAH	\$362.50	1
741 KAPRIZ AVE	GUERRA LADISLADA	\$500.00	1
PID# B202-999-0960-0100	LUCIANO DON	\$399.25	2
PID #H453-999-0350-2900	SCHMIDT-MAYO MARY L	\$615.00	2
1111 N STEVENS ST	MAVERICK RELIANCE HOLDINGS LLC	\$450.00	2
5604 EL PASO DR	ESCOBEDO GRACIELA	\$381.00	2
3805 BLISS AVE	MIRANDA RALPH	\$355.00	2
4100 FLORY AVE	MORENO FERNANDO & CATHY	\$487.00	2
816 N ESTRELLA ST	READ LUCY & 3 (LE) C/O EVA M JACKSON	\$359.50	2
PID #S917-999-002J-0600	BUJALIL SPINOLA FELIPE A	\$608.25	2
3423 DOUGLAS AVE	ESPINOZA DOLORES	\$355.00	2
8327 ECLIPSE ST	VAYNE SUSAN A	\$473.00	2
3622 DOUGLAS AVE	ROCHA JOSE & JOSE JR	\$352.00	2
PID #L447-999-0300-0100	GANDARILLA JOSE R & MA SILVINA R D	\$745.50	2
3314 CRAIGO AVE	DIAZ-BALL FERNANDO L & CELIA R	\$790.00	2
8700 MAGNETIC ST	VERSUSFNF LIMITED LLC	\$2,278.00	2

5029 BENNING AVE	FLORES SHELLEY & CHRISTOPHER	\$339.00	2
705 FELIZ RD	MARTINEZ GERARDO & DIAZ RUBI	\$336.00	2
252 VAL VERDE ST	HERNANDEZ BELEN S	\$1,137.00	2
536 MAUER DR B	ONTIVEROS AUDREY T M	\$476.50	3
4625 ROBERT HOLT DR	ARCE LUIS & ANAYSA V	\$343.50	4
14246 GIL REYES DR	SRISATHITH NUTTHAPON	\$378.00	5
14804 LONG SHADOW AVE	RAMIREZ MATHEW M	\$369.00	5
11801 KINGS ARMS CT	FAMILY TRUST OF SERGIO F MENDEZ	\$358.00	6
230 PASODALE RD	RODRIGUEZ ROSA M	\$367.50	7
129 VENTURA DR	RODRIGUEZ RITA L	\$284.00	7
PID #M327-999-0120-1400	LUCAS PAULA E	\$348.50	8
PID #X581-999-2220-0262	MORENO ROBERTO	\$595.00	8
201 DESERT PASS ST	RADLOGIC LLC	\$415.00	8
233 VISTA BONITA ST	LYNUM EDWIN J & SHEILA M	\$580.00	8
8604 LAKEHURST RD REAR	FOSTER-SHWARTZ DEVELOPMENT COR	\$338.00	8

RESOLUTION

WHEREAS, in accordance with Chapter 9.04 of the El Paso City Code, TROPICANA DEVELOPMENT INC C/O R L BOWLING III, referred to as owner, regardless of number, of the hereinafter described property, was given notice that said property constituted a public nuisance due to the accumulation of trash, vegetation and weeds or other objectionable, unsightly or unsanitary matter in violation of Chapter 9.04 of the El Paso City Code; and the owner failed to comply with due notices. In accordance with El Paso City Code Chapter 9.04, the Environmental Services Department proceeded to clean and dispose of the trash, vegetation, weeds or other rubbish; and

WHEREAS, the Director of the Environmental Services Department has reported the cost of doing such work in the amount hereinafter set forth.

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

1. The City Council determines its reasonable expenses including administrative costs and the cost of removing the accumulated trash, vegetation and weeds or other rubbish located on the property known as:

Abst 2789 Tr 1-A-2 (0.51 Ac), Johannsen Surv #185 Subdivision,
City of El Paso, El Paso County, Texas, PID #X185-999-0000-0250

to be \$399.00, in accordance with the El Paso City Code Section 9.04.880 and the Texas Health & Safety Code Section 342.007. The City Council finds that the work was completed on the 6th day of June, 2022, and approves the costs described herein.

2. The City Council, in accordance with Chapter 9.04 of the El Paso City Code, declares the above total amount THREE HUNDRED NINETY NINE AND 00/100 DOLLARS (\$399.00) to be a lien on the above described property, said amount being due and payable within

ten (10) days from the date of City Council approval, and thereafter bearing ten percent (10%) interest per annum.

3. The City Clerk is directed to give notice of the lien by filing a copy of this Resolution for record with the County Clerk.

4. All records of the City Clerk's office relating to the proceeding against the above described property are made a part of this Resolution by reference.

PASSED AND APPROVED this _____ day of _____, 2023.


CITY OF EL PASO:

Oscar Leaser
Mayor

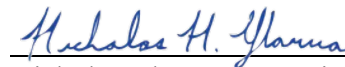
ATTEST:

Laura D. Prine
City Clerk

APPROVED AS TO FORM:


Leslie B. Jean-Pierre
Assistant City Attorney

APPROVED AS TO CONTENT:


Nicholas Ybarra, P.E., Director
Environmental Services Department

(ACKNOWLEDGEMENT ON FOLLOWING PAGE)

ACKNOWLEDGEMENT

STATE OF TEXAS)
)
COUNTY OF EL PASO)

This instrument was acknowledged before me on this ____ day of _____, 2023,
by Oscar Leaser, as Mayor, of the City of El Paso.

Notary Public, State of Texas

Notary's Printed or Typed Name:

My Commission Expires:

PREPARED IN THE OFFICE OF:

Office of the City Attorney
P.O Box 1890
El Paso, Texas 79950-1890

FOR PAY-OFF INFORMATION PLEASE CONTACT:

Environmental Services Department
7968 San Paulo
El Paso, Texas 79907
(915) 212-6000

RESOLUTION

WHEREAS, in accordance with Chapter 9.04 of the El Paso City Code, IDEA PUBLIC SCHOOLS, referred to as owner, regardless of number, of the hereinafter described property, was given notice that said property constituted a public nuisance due to the accumulation of trash, vegetation and weeds or other objectionable, unsightly or unsanitary matter in violation of Chapter 9.04 of the El Paso City Code; and the owner failed to comply with due notices. In accordance with El Paso City Code Chapter 9.04, the Environmental Services Department proceeded to clean and dispose of the trash, vegetation, weeds or other rubbish; and

WHEREAS, the Director of the Environmental Services Department has reported the cost of doing such work in the amount hereinafter set forth.

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

1. The City Council determines its reasonable expenses including administrative costs and the cost of removing the accumulated trash, vegetation and weeds or other rubbish located on the property known as:

5980 Johannsen Rd, more particularly described as Abst 2789 Tr
3 (12.1644 Ac), Johannsen Surv #185 Subdivision, City of El Paso,
El Paso County, Texas, PID #X185-999-0000-0900

to be \$918.50, in accordance with the El Paso City Code Section 9.04.880 and the Texas Health & Safety Code Section 342.007. The City Council finds that the work was completed on the 9th day of June, 2022, and approves the costs described herein.

2. The City Council, in accordance with Chapter 9.04 of the El Paso City Code, declares the above total amount NINE HUNDRED EIGHTEEN AND 50/100 DOLLARS (\$918.50) to be a lien on the above described property, said amount being due and payable within ten (10)

days from the date of City Council approval, and thereafter bearing ten percent (10%) interest per annum.

3. The City Clerk is directed to give notice of the lien by filing a copy of this Resolution for record with the County Clerk.

4. All records of the City Clerk's office relating to the proceeding against the above described property are made a part of this Resolution by reference.

PASSED AND APPROVED this _____ day of _____, 2023.

CITY OF EL PASO:


Oscar Leaser
Mayor

ATTEST:

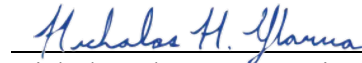
Laura D. Prine
City Clerk

APPROVED AS TO FORM:

APPROVED AS TO CONTENT:



Leslie B. Jean-Pierre
Assistant City Attorney



Nicholas Ybarra, P.E., Director
Environmental Services Department

(ACKNOWLEDGEMENT ON FOLLOWING PAGE)

ACKNOWLEDGEMENT

STATE OF TEXAS)
)
COUNTY OF EL PASO)

This instrument was acknowledged before me on this _____ day of _____, 2023,
by Oscar Leeser, as Mayor, of the City of El Paso.

Notary Public, State of Texas
Notary's Printed or Typed Name:

My Commission Expires:

PREPARED IN THE OFFICE OF:

Office of the City Attorney
P.O Box 1890
El Paso, Texas 79950-1890

FOR PAY-OFF INFORMATION PLEASE CONTACT:

Environmental Services Department
7968 San Paulo
El Paso, Texas 79907
(915) 212-6000

RESOLUTION

WHEREAS, in accordance with Chapter 9.04 of the El Paso City Code, TROPICANA DEVELOPMENT INC, referred to as owner, regardless of number, of the hereinafter described property, was given notice that said property constituted a public nuisance due to the accumulation of trash, vegetation and weeds or other objectionable, unsightly or unsanitary matter in violation of Chapter 9.04 of the El Paso City Code; and the owner failed to comply with due notices. In accordance with El Paso City Code Chapter 9.04, the Environmental Services Department proceeded to clean and dispose of the trash, vegetation, weeds or other rubbish; and

WHEREAS, the Director of the Environmental Services Department has reported the cost of doing such work in the amount hereinafter set forth.

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

1. The City Council determines its reasonable expenses including administrative costs and the cost of removing the accumulated trash, vegetation and weeds or other rubbish located on the property known as:

Lot 10, Block 11, Sunset Terrace #4 Replat A Subdivision, City of
El Paso, El Paso County, Texas, PID #S987-999-0110-1050

to be \$426.00, in accordance with the El Paso City Code Section 9.04.880 and the Texas Health & Safety Code Section 342.007. The City Council finds that the work was completed on the 6th day of June, 2022, and approves the costs described herein.

2. The City Council, in accordance with Chapter 9.04 of the El Paso City Code, declares the above total amount FOUR HUNDRED TWENTY SIX AND 00/100 DOLLARS (\$426.00) to be a lien on the above described property, said amount being due and payable within ten (10) days from the date of City Council approval, and thereafter bearing ten percent (10%) interest per annum.

3. The City Clerk is directed to give notice of the lien by filing a copy of this Resolution for record with the County Clerk.

4. All records of the City Clerk's office relating to the proceeding against the above described property are made a part of this Resolution by reference.

PASSED AND APPROVED this _____ day of _____, 2023.


CITY OF EL PASO:

Oscar Leoser
Mayor

ATTEST:


Laura D. Prine
City Clerk

APPROVED AS TO FORM:



Leslie B. Jean-Pierre
Assistant City Attorney

APPROVED AS TO CONTENT:



Nicholas Ybarra, P.E., Director
Environmental Services Department

(ACKNOWLEDGEMENT ON FOLLOWING PAGE)

ACKNOWLEDGEMENT

STATE OF TEXAS)
)
COUNTY OF EL PASO)

This instrument was acknowledged before me on this ____ day of _____, 2023,
by Oscar Leaser, as Mayor, of the City of El Paso.

Notary Public, State of Texas

Notary's Printed or Typed Name:

My Commission Expires:

PREPARED IN THE OFFICE OF:

Office of the City Attorney
P.O Box 1890
El Paso, Texas 79950-1890

FOR PAY-OFF INFORMATION PLEASE CONTACT:

Environmental Services Department
7968 San Paulo
El Paso, Texas 79907
(915) 212-6000

RESOLUTION

WHEREAS, in accordance with Chapter 9.04 of the El Paso City Code, PAJ LAND HOLDINGS II LLC, referred to as owner, regardless of number, of the hereinafter described property, was given notice that said property constituted a public nuisance due to the accumulation of trash, vegetation and weeds or other objectionable, unsightly or unsanitary matter in violation of Chapter 9.04 of the El Paso City Code; and the owner failed to comply with due notices. In accordance with El Paso City Code Chapter 9.04, the Environmental Services Department proceeded to clean and dispose of the trash, vegetation, weeds or other rubbish; and

WHEREAS, the Director of the Environmental Services Department has reported the cost of doing such work in the amount hereinafter set forth.

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

1. The City Council determines its reasonable expenses including administrative costs and the cost of removing the accumulated trash, vegetation and weeds or other rubbish located on the property known as:

1551 Redd Rd, more particularly described as Lot 1 (8.0926 Ac),
Block 1, The Plaza At Lomas Del Sol #1 Subdivision, City of El
Paso, El Paso County, Texas, PID #T212-999-0010-0100

to be \$548.00, in accordance with the El Paso City Code Section 9.04.880 and the Texas Health & Safety Code Section 342.007. The City Council finds that the work was completed on the 10th day of June, 2022, and approves the costs described herein.

2. The City Council, in accordance with Chapter 9.04 of the El Paso City Code, declares the above total amount FIVE HUNDRED FORTY EIGHT AND 00/100 DOLLARS (\$548.00) to be a lien on the above described property, said amount being due and payable within

ten (10) days from the date of City Council approval, and thereafter bearing ten percent (10%) interest per annum.

3. The City Clerk is directed to give notice of the lien by filing a copy of this Resolution for record with the County Clerk.

4. All records of the City Clerk's office relating to the proceeding against the above described property are made a part of this Resolution by reference.

PASSED AND APPROVED this _____ day of _____, 2023.


CITY OF EL PASO:

Oscar Leeson
Mayor

ATTEST:


Laura D. Prine
City Clerk

APPROVED AS TO FORM:



Leslie B. Jean-Pierre
Assistant City Attorney

APPROVED AS TO CONTENT:



Nicholas Ybarra, P.E., Director
Environmental Services Department

(ACKNOWLEDGEMENT ON FOLLOWING PAGE)

ACKNOWLEDGEMENT

STATE OF TEXAS)
)
COUNTY OF EL PASO)

This instrument was acknowledged before me on this ____ day of _____, 2023,
by Oscar Leaser, as Mayor, of the City of El Paso.

Notary Public, State of Texas
Notary's Printed or Typed Name:

My Commission Expires:

PREPARED IN THE OFFICE OF:

Office of the City Attorney
P.O Box 1890
El Paso, Texas 79950-1890

FOR PAY-OFF INFORMATION PLEASE CONTACT:

Environmental Services Department
7968 San Paulo
El Paso, Texas 79907
(915) 212-6000

RESOLUTION

WHEREAS, in accordance with Chapter 9.04 of the El Paso City Code, RIO VALLEY LLC, referred to as owner, regardless of number, of the hereinafter described property, was given notice that said property constituted a public nuisance due to the accumulation of trash, vegetation and weeds or other objectionable, unsightly or unsanitary matter in violation of Chapter 9.04 of the El Paso City Code; and the owner failed to comply with due notices. In accordance with El Paso City Code Chapter 9.04, the Environmental Services Department proceeded to clean and dispose of the trash, vegetation, weeds or other rubbish; and

WHEREAS, the Director of the Environmental Services Department has reported the cost of doing such work in the amount hereinafter set forth.

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

1. The City Council determines its reasonable expenses including administrative costs and the cost of removing the accumulated trash, vegetation and weeds or other rubbish located on the property known as:

1101 Borderland Rd, more particularly described as Lot 2 (Private Pond), Block 1, Morce Farms Subdivision, City of El Paso, El Paso County, Texas, PID #M780-000-0010-0200

to be \$322.00, in accordance with the El Paso City Code Section 9.04.880 and the Texas Health & Safety Code Section 342.007. The City Council finds that the work was completed on the 10th day of June, 2022, and approves the costs described herein.

2. The City Council, in accordance with Chapter 9.04 of the El Paso City Code, declares the above total amount THREE HUNDRED TWENTY TWO AND 00/100 DOLLARS (\$322.00) to be a lien on the above described property, said amount being due and payable within

ten (10) days from the date of City Council approval, and thereafter bearing ten percent (10%) interest per annum.

3. The City Clerk is directed to give notice of the lien by filing a copy of this Resolution for record with the County Clerk.

4. All records of the City Clerk's office relating to the proceeding against the above described property are made a part of this Resolution by reference.

PASSED AND APPROVED this _____ day of _____, 2023.

CITY OF EL PASO:

Oscar Leeson
Mayor

ATTEST:

Laura D. Prine
City Clerk

APPROVED AS TO FORM:

Leslie B. Jean-Pierre
Leslie B. Jean-Pierre
Assistant City Attorney

APPROVED AS TO CONTENT:

Nicholas H. Ybarra
Nicholas Ybarra, P.E., Director
Environmental Services Department

(ACKNOWLEDGEMENT ON FOLLOWING PAGE)

ACKNOWLEDGEMENT

STATE OF TEXAS)
)
COUNTY OF EL PASO)

This instrument was acknowledged before me on this ____ day of _____, 2023,
by Oscar Leeser, as Mayor, of the City of El Paso.

Notary Public, State of Texas
Notary's Printed or Typed Name:

My Commission Expires:

PREPARED IN THE OFFICE OF:

Office of the City Attorney
P.O Box 1890
El Paso, Texas 79950-1890

FOR PAY-OFF INFORMATION PLEASE CONTACT:

Environmental Services Department
7968 San Paulo
El Paso, Texas 79907
(915) 212-6000

RESOLUTION

WHEREAS, in accordance with Chapter 9.04 of the El Paso City Code, MARCENA SARAH, referred to as owner, regardless of number, of the hereinafter described property, was given notice that said property constituted a public nuisance due to the accumulation of trash, vegetation and weeds or other objectionable, unsightly or unsanitary matter in violation of Chapter 9.04 of the El Paso City Code; and the owner failed to comply with due notices. In accordance with El Paso City Code Chapter 9.04, the Environmental Services Department proceeded to clean and dispose of the trash, vegetation, weeds or other rubbish; and

WHEREAS, the Director of the Environmental Services Department has reported the cost of doing such work in the amount hereinafter set forth.

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

1. The City Council determines its reasonable expenses including administrative costs and the cost of removing the accumulated trash, vegetation and weeds or other rubbish located on the property known as:

1299 Southwestern Dr, more particularly described as Lot 27
(7700 Sq Ft), Block 2, Scenic Heights Subdivision, City of El
Paso, El Paso County, Texas, PID #S171-999-0020-5300

to be \$362.50, in accordance with the El Paso City Code Section 9.04.880 and the Texas Health & Safety Code Section 342.007. The City Council finds that the work was completed on the 9th day of June, 2022, and approves the costs described herein.

2. The City Council, in accordance with Chapter 9.04 of the El Paso City Code, declares the above total amount THREE HUNDRED SIXTY TWO AND 50/100 DOLLARS (\$362.50) to be a lien on the above described property, said amount being due and payable within

ten (10) days from the date of City Council approval, and thereafter bearing ten percent (10%) interest per annum.

3. The City Clerk is directed to give notice of the lien by filing a copy of this Resolution for record with the County Clerk.

4. All records of the City Clerk's office relating to the proceeding against the above described property are made a part of this Resolution by reference.

PASSED AND APPROVED this _____ day of _____, 2023.


CITY OF EL PASO:

Oscar Leeser
Mayor

ATTEST:

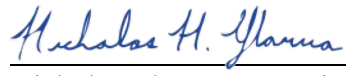
Laura D. Prine
City Clerk

APPROVED AS TO FORM:



Leslie B. Jean-Pierre
Assistant City Attorney

APPROVED AS TO CONTENT:



Nicholas Ybarra, P.E., Director
Environmental Services Department

(ACKNOWLEDGEMENT ON FOLLOWING PAGE)

ACKNOWLEDGEMENT

STATE OF TEXAS)
)
COUNTY OF EL PASO)

This instrument was acknowledged before me on this ____ day of _____, 2023,
by Oscar Leaser, as Mayor, of the City of El Paso.

Notary Public, State of Texas
Notary's Printed or Typed Name:

My Commission Expires:

PREPARED IN THE OFFICE OF:

Office of the City Attorney
P.O Box 1890
El Paso, Texas 79950-1890

FOR PAY-OFF INFORMATION PLEASE CONTACT:

Environmental Services Department
7968 San Paulo
El Paso, Texas 79907
(915) 212-6000

RESOLUTION

WHEREAS, in accordance with Chapter 9.04 of the El Paso City Code, GUERRA LADISLADA, referred to as owner, regardless of number, of the hereinafter described property, was given notice that said property constituted a public nuisance due to the accumulation of trash, vegetation and weeds or other objectionable, unsightly or unsanitary matter in violation of Chapter 9.04 of the El Paso City Code; and the owner failed to comply with due notices. In accordance with El Paso City Code Chapter 9.04, the Environmental Services Department proceeded to clean and dispose of the trash, vegetation, weeds or other rubbish; and

WHEREAS, the Director of the Environmental Services Department has reported the cost of doing such work in the amount hereinafter set forth.

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

1. The City Council determines its reasonable expenses including administrative costs and the cost of removing the accumulated trash, vegetation and weeds or other rubbish located on the property known as:

741 Kapriz Ave, more particularly described as Lot 70 (13838.00 Sq Ft), Block 1, Upper Valley Place #3 Subdivision, City of El Paso, El Paso County, Texas, PID #U823-999-0010-0700

to be \$500.00, in accordance with the El Paso City Code Section 9.04.880 and the Texas Health & Safety Code Section 342.007. The City Council finds that the work was completed on the 14th day of June, 2022, and approves the costs described herein.

2. The City Council, in accordance with Chapter 9.04 of the El Paso City Code, declares the above total amount FIVE HUNDRED AND 00/100 DOLLARS (\$500.00) to be a lien on the above described property, said amount being due and payable within ten (10) days from the date of City Council approval, and thereafter bearing ten percent (10%) interest per annum.

3. The City Clerk is directed to give notice of the lien by filing a copy of this Resolution for record with the County Clerk.

4. All records of the City Clerk's office relating to the proceeding against the above described property are made a part of this Resolution by reference.

PASSED AND APPROVED this _____ day of _____, 2023.

CITY OF EL PASO:


Oscar Leoser
Mayor

ATTEST:

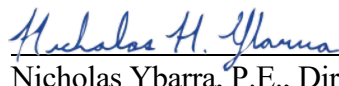
Laura D. Prine
City Clerk

APPROVED AS TO FORM:

APPROVED AS TO CONTENT:



Leslie B. Jean-Pierre
Assistant City Attorney



Nicholas Ybarra, P.E., Director
Environmental Services Department

(ACKNOWLEDGEMENT ON FOLLOWING PAGE)

ACKNOWLEDGEMENT

STATE OF TEXAS)
)
COUNTY OF EL PASO)

This instrument was acknowledged before me on this ____ day of _____, 2023,
by Oscar Leaser, as Mayor, of the City of El Paso.

Notary Public, State of Texas
Notary's Printed or Typed Name:

My Commission Expires:

PREPARED IN THE OFFICE OF:

Office of the City Attorney
P.O Box 1890
El Paso, Texas 79950-1890

FOR PAY-OFF INFORMATION PLEASE CONTACT:

Environmental Services Department
7968 San Paulo
El Paso, Texas 79907
(915) 212-6000

RESOLUTION

WHEREAS, in accordance with Chapter 9.04 of the El Paso City Code, LUCIANO DON, referred to as owner, regardless of number, of the hereinafter described property, was given notice that said property constituted a public nuisance due to the accumulation of trash, vegetation and weeds or other objectionable, unsightly or unsanitary matter in violation of Chapter 9.04 of the El Paso City Code; and the owner failed to comply with due notices. In accordance with El Paso City Code Chapter 9.04, the Environmental Services Department proceeded to clean and dispose of the trash, vegetation, weeds or other rubbish; and

WHEREAS, the Director of the Environmental Services Department has reported the cost of doing such work in the amount hereinafter set forth.

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

1. The City Council determines its reasonable expenses including administrative costs and the cost of removing the accumulated trash, vegetation and weeds or other rubbish located on the property known as:

96 BASSETT ALL OF BLK SUBDIVISION, City of El Paso, El Paso County, Texas, PID #B202-999-0960-0100

to be \$399.25, in accordance with the El Paso City Code Section 9.04.880 and the Texas Health & Safety Code Section 342.007. The City Council finds that the work was completed on the 28th day of April, 2022, and approves the costs described herein.

2. The City Council, in accordance with Chapter 9.04 of the El Paso City Code, declares the above total amount THREE HUNDRED NINETY NINE AND 25/100 DOLLARS (\$399.25) to be a lien on the above described property, said amount being due and payable within ten (10) days from the date of City Council approval, and thereafter bearing ten percent (10%) interest per annum.

3. The City Clerk is directed to give notice of the lien by filing a copy of this Resolution for record with the County Clerk.

4. All records of the City Clerk's office relating to the proceeding against the above described property are made a part of this Resolution by reference.

PASSED AND APPROVED this _____ day of _____, 2023.

CITY OF EL PASO:


Oscar Leaser
Mayor

ATTEST:


Laura D. Prine
City Clerk

APPROVED AS TO FORM:

APPROVED AS TO CONTENT:



Leslie B. Jean-Pierre
Assistant City Attorney



Nicholas Ybarra, P.E., Director
Environmental Services Department

(ACKNOWLEDGEMENT ON FOLLOWING PAGE)

ACKNOWLEDGEMENT

STATE OF TEXAS)
)
COUNTY OF EL PASO)

This instrument was acknowledged before me on this _____ day of _____, 2023,
by Oscar Leaser, as Mayor, of the City of El Paso.

Notary Public, State of Texas

Notary's Printed or Typed Name:

My Commission Expires:

PREPARED IN THE OFFICE OF:

Office of the City Attorney
P.O Box 1890
El Paso, Texas 79950-1890

FOR PAY-OFF INFORMATION PLEASE CONTACT:

Environmental Services Department
7968 San Paulo
El Paso, Texas 79907
(915) 212-6000

RESOLUTION

WHEREAS, in accordance with Chapter 9.04 of the El Paso City Code, SCHMIDT-MAYO MARY L, referred to as owner, regardless of number, of the hereinafter described property, was given notice that said property constituted a public nuisance due to the accumulation of trash, vegetation and weeds or other objectionable, unsightly or unsanitary matter in violation of Chapter 9.04 of the El Paso City Code; and the owner failed to comply with due notices. In accordance with El Paso City Code Chapter 9.04, the Environmental Services Department proceeded to clean and dispose of the trash, vegetation, weeds or other rubbish; and

WHEREAS, the Director of the Environmental Services Department has reported the cost of doing such work in the amount hereinafter set forth.

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

1. The City Council determines its reasonable expenses including administrative costs and the cost of removing the accumulated trash, vegetation and weeds or other rubbish located on the property known as:

Lots 9 & 10 (6000 Sq Ft), Block 35, Highland Park Subdivision,
City of El Paso, El Paso County, Texas, PID #H453-999-0350-2900

to be \$615.00, in accordance with the El Paso City Code Section 9.04.880 and the Texas Health & Safety Code Section 342.007. The City Council finds that the work was completed on the 18th day of April, 2022, and approves the costs described herein.

2. The City Council, in accordance with Chapter 9.04 of the El Paso City Code, declares the above total amount SIX HUNDRED FIFTEEN AND 00/100 DOLLARS (\$615.00) to be a lien on the above described property, said amount being due and payable within ten (10) days from the date of City Council approval, and thereafter bearing ten percent (10%) interest per annum.

3. The City Clerk is directed to give notice of the lien by filing a copy of this Resolution for record with the County Clerk.

4. All records of the City Clerk's office relating to the proceeding against the above described property are made a part of this Resolution by reference.

PASSED AND APPROVED this _____ day of _____, 2023.


CITY OF EL PASO:

Oscar Leoser
Mayor

ATTEST:


Laura D. Prine
City Clerk

APPROVED AS TO FORM:



Leslie B. Jean-Pierre
Assistant City Attorney

APPROVED AS TO CONTENT:



Nicholas Ybarra, P.E., Director
Environmental Services Department

(ACKNOWLEDGEMENT ON FOLLOWING PAGE)

ACKNOWLEDGEMENT

STATE OF TEXAS)
)
COUNTY OF EL PASO)

This instrument was acknowledged before me on this ____ day of _____, 2023,
by Oscar Leaser, as Mayor, of the City of El Paso.

Notary Public, State of Texas

Notary's Printed or Typed Name:

My Commission Expires:

PREPARED IN THE OFFICE OF:

Office of the City Attorney
P.O Box 1890
El Paso, Texas 79950-1890

FOR PAY-OFF INFORMATION PLEASE CONTACT:

Environmental Services Department
7968 San Paulo
El Paso, Texas 79907
(915) 212-6000

RESOLUTION

WHEREAS, in accordance with Chapter 9.04 of the El Paso City Code, MAVERICK RELIANCE HOLDINGS LLC, referred to as owner, regardless of number, of the hereinafter described property, was given notice that said property constituted a public nuisance due to the accumulation of trash, vegetation and weeds or other objectionable, unsightly or unsanitary matter in violation of Chapter 9.04 of the El Paso City Code; and the owner failed to comply with due notices. In accordance with El Paso City Code Chapter 9.04, the Environmental Services Department proceeded to clean and dispose of the trash, vegetation, weeds or other rubbish; and

WHEREAS, the Director of the Environmental Services Department has reported the cost of doing such work in the amount hereinafter set forth.

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

1. The City Council determines its reasonable expenses including administrative costs and the cost of removing the accumulated trash, vegetation and weeds or other rubbish located on the property known as:

1111 N Stevens St, more particularly described as Lots 14 & 15
(7000 Sq Ft), Block 113, East El Paso Subdivision, City of El Paso,
El Paso County, Texas, PID #E014-999-1130-4100

to be \$450.00, in accordance with the El Paso City Code Section 9.04.880 and the Texas Health & Safety Code Section 342.007. The City Council finds that the work was completed on the 31st day of May, 2022, and approves the costs described herein.

2. The City Council, in accordance with Chapter 9.04 of the El Paso City Code, declares the above total amount FOUR HUNDRED FIFTY AND 00/100 DOLLARS (\$450.00) to be a lien on the above described property, said amount being due and payable within ten (10) days

from the date of City Council approval, and thereafter bearing ten percent (10%) interest per annum.

3. The City Clerk is directed to give notice of the lien by filing a copy of this Resolution for record with the County Clerk.

4. All records of the City Clerk's office relating to the proceeding against the above described property are made a part of this Resolution by reference.

PASSED AND APPROVED this _____ day of _____, 2023.


CITY OF EL PASO:

Oscar Leeson
Mayor

ATTEST:

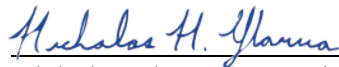
Laura D. Prine
City Clerk

APPROVED AS TO FORM:



Leslie B. Jean-Pierre
Assistant City Attorney

APPROVED AS TO CONTENT:



Nicholas Ybarra, P.E., Director
Environmental Services Department

(ACKNOWLEDGEMENT ON FOLLOWING PAGE)

ACKNOWLEDGEMENT

STATE OF TEXAS)
)
COUNTY OF EL PASO)

This instrument was acknowledged before me on this ____ day of _____, 2023,
by Oscar Leeser, as Mayor, of the City of El Paso.

Notary Public, State of Texas
Notary's Printed or Typed Name:

My Commission Expires:

PREPARED IN THE OFFICE OF:

Office of the City Attorney
P.O Box 1890
El Paso, Texas 79950-1890

FOR PAY-OFF INFORMATION PLEASE CONTACT:

Environmental Services Department
7968 San Paulo
El Paso, Texas 79907
(915) 212-6000

RESOLUTION

WHEREAS, in accordance with Chapter 9.04 of the El Paso City Code, ESCOBEDO GRACIELA, referred to as owner, regardless of number, of the hereinafter described property, was given notice that said property constituted a public nuisance due to the accumulation of trash, vegetation and weeds or other objectionable, unsightly or unsanitary matter in violation of Chapter 9.04 of the El Paso City Code; and the owner failed to comply with due notices. In accordance with El Paso City Code Chapter 9.04, the Environmental Services Department proceeded to clean and dispose of the trash, vegetation, weeds or other rubbish; and

WHEREAS, the Director of the Environmental Services Department has reported the cost of doing such work in the amount hereinafter set forth.

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

1. The City Council determines its reasonable expenses including administrative costs and the cost of removing the accumulated trash, vegetation and weeds or other rubbish located on the property known as:

5604 El Paso Dr, more particularly described as 12 Tr 2-C-4 (0.1274 Ac) & Tr 2-C-4-F (0.1309 Ac) & Tr 2-C-4-G (0.13 Ac) (0.3883 Ac), Block E, Bennett Surv Subdivision, City of El Paso, El Paso County, Texas, PID #X012-999-000A-2200

to be \$381.00, in accordance with the El Paso City Code Section 9.04.880 and the Texas Health & Safety Code Section 342.007. The City Council finds that the work was completed on the 23rd day of May, 2022, and approves the costs described herein.

2. The City Council, in accordance with Chapter 9.04 of the El Paso City Code, declares the above total amount THREE HUNDRED EIGHTY ONE AND 00/100 DOLLARS (\$381.00) to be a lien on the above described property, said amount being due and payable within

ten (10) days from the date of City Council approval, and thereafter bearing ten percent (10%) interest per annum.

3. The City Clerk is directed to give notice of the lien by filing a copy of this Resolution for record with the County Clerk.

4. All records of the City Clerk's office relating to the proceeding against the above described property are made a part of this Resolution by reference.

PASSED AND APPROVED this _____ day of _____, 2023.


CITY OF EL PASO:

Oscar Leaser
Mayor

ATTEST:

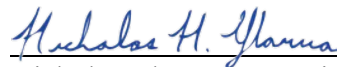
Laura D. Prine
City Clerk

APPROVED AS TO FORM:



Leslie B. Jean-Pierre
Assistant City Attorney

APPROVED AS TO CONTENT:



Nicholas Ybarra, P.E., Director
Environmental Services Department

(ACKNOWLEDGEMENT ON FOLLOWING PAGE)

ACKNOWLEDGEMENT

STATE OF TEXAS)
)
COUNTY OF EL PASO)

This instrument was acknowledged before me on this ____ day of _____, 2023,
by Oscar Leaser, as Mayor, of the City of El Paso.

Notary Public, State of Texas
Notary's Printed or Typed Name:

My Commission Expires:

PREPARED IN THE OFFICE OF:

Office of the City Attorney
P.O Box 1890
El Paso, Texas 79950-1890

FOR PAY-OFF INFORMATION PLEASE CONTACT:

Environmental Services Department
7968 San Paulo
El Paso, Texas 79907
(915) 212-6000

RESOLUTION

WHEREAS, in accordance with Chapter 9.04 of the El Paso City Code, MIRANDA RALPH, referred to as owner, regardless of number, of the hereinafter described property, was given notice that said property constituted a public nuisance due to the accumulation of trash, vegetation and weeds or other objectionable, unsightly or unsanitary matter in violation of Chapter 9.04 of the El Paso City Code; and the owner failed to comply with due notices. In accordance with El Paso City Code Chapter 9.04, the Environmental Services Department proceeded to clean and dispose of the trash, vegetation, weeds or other rubbish; and

WHEREAS, the Director of the Environmental Services Department has reported the cost of doing such work in the amount hereinafter set forth.

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

1. The City Council determines its reasonable expenses including administrative costs and the cost of removing the accumulated trash, vegetation and weeds or other rubbish located on the property known as:

3805 Bliss Ave, more particularly described as Lots 36 & W 5 Ft
Od 35 & E 10 Ft Of 37, Block L, Hague Subdivision, City of El
Paso, El Paso County, Texas, PID #H087-999-000L-6900

to be \$355.00, in accordance with the El Paso City Code Section 9.04.880 and the Texas Health & Safety Code Section 342.007. The City Council finds that the work was completed on the 23rd day of May, 2022, and approves the costs described herein.

2. The City Council, in accordance with Chapter 9.04 of the El Paso City Code, declares the above total amount THREE HUNDRED FIFTY FIVE AND 00/100 DOLLARS (\$355.00) to be a lien on the above described property, said amount being due and payable within

ten (10) days from the date of City Council approval, and thereafter bearing ten percent (10%) interest per annum.

3. The City Clerk is directed to give notice of the lien by filing a copy of this Resolution for record with the County Clerk.

4. All records of the City Clerk's office relating to the proceeding against the above described property are made a part of this Resolution by reference.

PASSED AND APPROVED this _____ day of _____, 2023.


CITY OF EL PASO:

Oscar Leeser
Mayor

ATTEST:

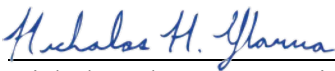
Laura D. Prine
City Clerk

APPROVED AS TO FORM:



Leslie B. Jean-Pierre
Assistant City Attorney

APPROVED AS TO CONTENT:



Nicholas Ybarra, P.E., Director
Environmental Services Department

(ACKNOWLEDGEMENT ON FOLLOWING PAGE)

ACKNOWLEDGEMENT

STATE OF TEXAS)
)
COUNTY OF EL PASO)

This instrument was acknowledged before me on this ____ day of _____, 2023,
by Oscar Leeser, as Mayor, of the City of El Paso.

Notary Public, State of Texas
Notary's Printed or Typed Name:

My Commission Expires:

PREPARED IN THE OFFICE OF:

Office of the City Attorney
P.O Box 1890
El Paso, Texas 79950-1890

FOR PAY-OFF INFORMATION PLEASE CONTACT:

Environmental Services Department
7968 San Paulo
El Paso, Texas 79907
(915) 212-6000

RESOLUTION

WHEREAS, in accordance with Chapter 9.04 of the El Paso City Code, MORENO FERNANDO & CATHY, referred to as owner, regardless of number, of the hereinafter described property, was given notice that said property constituted a public nuisance due to the accumulation of trash, vegetation and weeds or other objectionable, unsightly or unsanitary matter in violation of Chapter 9.04 of the El Paso City Code; and the owner failed to comply with due notices. In accordance with El Paso City Code Chapter 9.04, the Environmental Services Department proceeded to clean and dispose of the trash, vegetation, weeds or other rubbish; and

WHEREAS, the Director of the Environmental Services Department has reported the cost of doing such work in the amount hereinafter set forth.

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

1. The City Council determines its reasonable expenses including administrative costs and the cost of removing the accumulated trash, vegetation and weeds or other rubbish located on the property known as:

4100 Flory Ave, more particularly described as Lots 31 & 32 (6000 Sq Ft), Block 29, Logan Heights Subdivision, City of El Paso, El Paso County, Texas, PID #L447-999-0290-9900

to be \$487.00, in accordance with the El Paso City Code Section 9.04.880 and the Texas Health & Safety Code Section 342.007. The City Council finds that the work was completed on the 19th day of May, 2022, and approves the costs described herein.

2. The City Council, in accordance with Chapter 9.04 of the El Paso City Code, declares the above total amount FOUR HUNDRED EIGHTY SEVEN AND 00/100 DOLLARS (\$487.00) to be a lien on the above described property, said amount being due and payable within

ten (10) days from the date of City Council approval, and thereafter bearing ten percent (10%) interest per annum.

3. The City Clerk is directed to give notice of the lien by filing a copy of this Resolution for record with the County Clerk.

4. All records of the City Clerk's office relating to the proceeding against the above described property are made a part of this Resolution by reference.

PASSED AND APPROVED this _____ day of _____, 2023.


CITY OF EL PASO:

Oscar Leeser
Mayor

ATTEST:

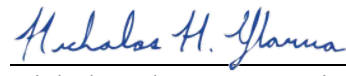
Laura D. Prine
City Clerk

APPROVED AS TO FORM:



Leslie B. Jean-Pierre
Assistant City Attorney

APPROVED AS TO CONTENT:



Nicholas Ybarra, P.E., Director
Environmental Services Department

(ACKNOWLEDGEMENT ON FOLLOWING PAGE)

ACKNOWLEDGEMENT

STATE OF TEXAS)
)
COUNTY OF EL PASO)

This instrument was acknowledged before me on this ____ day of _____, 2023,
by Oscar Leaser, as Mayor, of the City of El Paso.

Notary Public, State of Texas
Notary's Printed or Typed Name:

My Commission Expires:

PREPARED IN THE OFFICE OF:

Office of the City Attorney
P.O Box 1890
El Paso, Texas 79950-1890

FOR PAY-OFF INFORMATION PLEASE CONTACT:

Environmental Services Department
7968 San Paulo
El Paso, Texas 79907
(915) 212-6000

RESOLUTION

WHEREAS, in accordance with Chapter 9.04 of the El Paso City Code, READ LUCY & 3 (LE) C/O EVA M JACKSON, referred to as owner, regardless of number, of the hereinafter described property, was given notice that said property constituted a public nuisance due to the accumulation of trash, vegetation and weeds or other objectionable, unsightly or unsanitary matter in violation of Chapter 9.04 of the El Paso City Code; and the owner failed to comply with due notices. In accordance with El Paso City Code Chapter 9.04, the Environmental Services Department proceeded to clean and dispose of the trash, vegetation, weeds or other rubbish; and

WHEREAS, the Director of the Environmental Services Department has reported the cost of doing such work in the amount hereinafter set forth.

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

1. The City Council determines its reasonable expenses including administrative costs and the cost of removing the accumulated trash, vegetation and weeds or other rubbish located on the property known as:

816 N Estrella St, more particularly described as Lot 9 & N 1/2 Of
8 (5063 Sq Ft), Block 84, East El Paso Subdivision, City of El Paso,
El Paso County, Texas, PID #E014-999-0840-1700

to be \$359.50, in accordance with the El Paso City Code Section 9.04.880 and the Texas Health & Safety Code Section 342.007. The City Council finds that the work was completed on the 25th day of May, 2022, and approves the costs described herein.

2. The City Council, in accordance with Chapter 9.04 of the El Paso City Code, declares the above total amount THREE HUNDRED FIFTY NINE AND 50/100 DOLLARS (\$359.50) to be a lien on the above described property, said amount being due and payable within

ten (10) days from the date of City Council approval, and thereafter bearing ten percent (10%) interest per annum.

3. The City Clerk is directed to give notice of the lien by filing a copy of this Resolution for record with the County Clerk.

4. All records of the City Clerk's office relating to the proceeding against the above described property are made a part of this Resolution by reference.

PASSED AND APPROVED this _____ day of _____, 2023.


CITY OF EL PASO:

Oscar Leeson
Mayor

ATTEST:


Laura D. Prine
City Clerk

APPROVED AS TO FORM:



Leslie B. Jean-Pierre
Assistant City Attorney

APPROVED AS TO CONTENT:



Nicholas Ybarra, P.E., Director
Environmental Services Department

(ACKNOWLEDGEMENT ON FOLLOWING PAGE)

ACKNOWLEDGEMENT

STATE OF TEXAS)
)
COUNTY OF EL PASO)

This instrument was acknowledged before me on this ____ day of _____, 2023,
by Oscar Leaser, as Mayor, of the City of El Paso.

Notary Public, State of Texas
Notary's Printed or Typed Name:

My Commission Expires:

PREPARED IN THE OFFICE OF:

Office of the City Attorney
P.O Box 1890
El Paso, Texas 79950-1890

FOR PAY-OFF INFORMATION PLEASE CONTACT:

Environmental Services Department
7968 San Paulo
El Paso, Texas 79907
(915) 212-6000

RESOLUTION

WHEREAS, in accordance with Chapter 9.04 of the El Paso City Code, BUJALIL SPINOLA FELIPE A, referred to as owner, regardless of number, of the hereinafter described property, was given notice that said property constituted a public nuisance due to the accumulation of trash, vegetation and weeds or other objectionable, unsightly or unsanitary matter in violation of Chapter 9.04 of the El Paso City Code; and the owner failed to comply with due notices. In accordance with El Paso City Code Chapter 9.04, the Environmental Services Department proceeded to clean and dispose of the trash, vegetation, weeds or other rubbish; and

WHEREAS, the Director of the Environmental Services Department has reported the cost of doing such work in the amount hereinafter set forth.

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

1. The City Council determines its reasonable expenses including administrative costs and the cost of removing the accumulated trash, vegetation and weeds or other rubbish located on the property known as:

52.66 Ft Of N 157.98 Ft Of 220, Sunrise Acres #2 Subdivision, City
of El Paso, El Paso County, Texas, PID #S917-999-002J-0600

to be \$608.25, in accordance with the El Paso City Code Section 9.04.880 and the Texas Health & Safety Code Section 342.007. The City Council finds that the work was completed on the 25th day of May, 2022, and approves the costs described herein.

2. The City Council, in accordance with Chapter 9.04 of the El Paso City Code, declares the above total amount SIX HUNDRED EIGHT AND 25/100 DOLLARS (\$608.25) to be a lien on the above described property, said amount being due and payable within ten (10) days from the date of City Council approval, and thereafter bearing ten percent (10%) interest per annum.

3. The City Clerk is directed to give notice of the lien by filing a copy of this Resolution for record with the County Clerk.

4. All records of the City Clerk's office relating to the proceeding against the above described property are made a part of this Resolution by reference.

PASSED AND APPROVED this _____ day of _____, 2023.

CITY OF EL PASO:


Oscar Leeser
Mayor

ATTEST:


Laura D. Prine
City Clerk

APPROVED AS TO FORM:

APPROVED AS TO CONTENT:



Leslie B. Jean-Pierre
Assistant City Attorney



Nicholas Ybarra, P.E., Director
Environmental Services Department

(ACKNOWLEDGEMENT ON FOLLOWING PAGE)

ACKNOWLEDGEMENT

STATE OF TEXAS)
)
COUNTY OF EL PASO)

This instrument was acknowledged before me on this ____ day of _____, 2023,
by Oscar Leaser, as Mayor, of the City of El Paso.

Notary Public, State of Texas

Notary's Printed or Typed Name:

My Commission Expires:

PREPARED IN THE OFFICE OF:

Office of the City Attorney
P.O Box 1890
El Paso, Texas 79950-1890

FOR PAY-OFF INFORMATION PLEASE CONTACT:

Environmental Services Department
7968 San Paulo
El Paso, Texas 79907
(915) 212-6000

RESOLUTION

WHEREAS, in accordance with Chapter 9.04 of the El Paso City Code, ESPINOZA DOLORES, referred to as owner, regardless of number, of the hereinafter described property, was given notice that said property constituted a public nuisance due to the accumulation of trash, vegetation and weeds or other objectionable, unsightly or unsanitary matter in violation of Chapter 9.04 of the El Paso City Code; and the owner failed to comply with due notices. In accordance with El Paso City Code Chapter 9.04, the Environmental Services Department proceeded to clean and dispose of the trash, vegetation, weeds or other rubbish; and

WHEREAS, the Director of the Environmental Services Department has reported the cost of doing such work in the amount hereinafter set forth.

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

1. The City Council determines its reasonable expenses including administrative costs and the cost of removing the accumulated trash, vegetation and weeds or other rubbish located on the property known as:

3423 Douglas Ave, more particularly described as Lots 12 & E 1/2
Of 11, Block 131, East El Paso Subdivision, City of El Paso, El Paso
County, Texas, PID #E014-999-1310-2600

to be \$355.00, in accordance with the El Paso City Code Section 9.04.880 and the Texas Health & Safety Code Section 342.007. The City Council finds that the work was completed on the 24th day of May, 2022, and approves the costs described herein.

2. The City Council, in accordance with Chapter 9.04 of the El Paso City Code, declares the above total amount THREE HUNDRED FIFTY FIVE AND 00/100 DOLLARS (\$355.00) to be a lien on the above described property, said amount being due and payable within

ten (10) days from the date of City Council approval, and thereafter bearing ten percent (10%) interest per annum.

3. The City Clerk is directed to give notice of the lien by filing a copy of this Resolution for record with the County Clerk.

4. All records of the City Clerk's office relating to the proceeding against the above described property are made a part of this Resolution by reference.

PASSED AND APPROVED this _____ day of _____, 2023.


CITY OF EL PASO:

Oscar Leeser
Mayor

ATTEST:

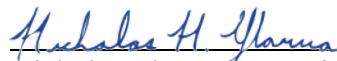
Laura D. Prine
City Clerk

APPROVED AS TO FORM:



Leslie B. Jean-Pierre
Assistant City Attorney

APPROVED AS TO CONTENT:



Nicholas Ybarra, P.E., Director
Environmental Services Department

(ACKNOWLEDGEMENT ON FOLLOWING PAGE)

ACKNOWLEDGEMENT

STATE OF TEXAS)
)
COUNTY OF EL PASO)

This instrument was acknowledged before me on this ____ day of _____, 2023,
by Oscar Leeser, as Mayor, of the City of El Paso.

Notary Public, State of Texas
Notary's Printed or Typed Name:

My Commission Expires:

PREPARED IN THE OFFICE OF:

Office of the City Attorney
P.O Box 1890
El Paso, Texas 79950-1890

FOR PAY-OFF INFORMATION PLEASE CONTACT:

Environmental Services Department
7968 San Paulo
El Paso, Texas 79907
(915) 212-6000

RESOLUTION

WHEREAS, in accordance with Chapter 9.04 of the El Paso City Code, VAYNE SUSAN A, referred to as owner, regardless of number, of the hereinafter described property, was given notice that said property constituted a public nuisance due to the accumulation of trash, vegetation and weeds or other objectionable, unsightly or unsanitary matter in violation of Chapter 9.04 of the El Paso City Code; and the owner failed to comply with due notices. In accordance with El Paso City Code Chapter 9.04, the Environmental Services Department proceeded to clean and dispose of the trash, vegetation, weeds or other rubbish; and

WHEREAS, the Director of the Environmental Services Department has reported the cost of doing such work in the amount hereinafter set forth.

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

1. The City Council determines its reasonable expenses including administrative costs and the cost of removing the accumulated trash, vegetation and weeds or other rubbish located on the property known as:

8327 Eclipse St, more particularly described as N 103 Ft Of E 1/2
Of 32, Sunrise Acres #1 Subdivision, City of El Paso, El Paso
County, Texas, PID #S912-999-001B-7300

to be \$473.00, in accordance with the El Paso City Code Section 9.04.880 and the Texas Health & Safety Code Section 342.007. The City Council finds that the work was completed on the 27th day of May, 2022, and approves the costs described herein.

2. The City Council, in accordance with Chapter 9.04 of the El Paso City Code, declares the above total amount FOUR HUNDRED SEVENTY THREE AND 00/100 DOLLARS (\$473.00) to be a lien on the above described property, said amount being due and payable within

ten (10) days from the date of City Council approval, and thereafter bearing ten percent (10%) interest per annum.

3. The City Clerk is directed to give notice of the lien by filing a copy of this Resolution for record with the County Clerk.

4. All records of the City Clerk's office relating to the proceeding against the above described property are made a part of this Resolution by reference.

PASSED AND APPROVED this _____ day of _____, 2023.

CITY OF EL PASO:

Oscar Leeser
Mayor

ATTEST:

Laura D. Prine
City Clerk

APPROVED AS TO FORM:

Leslie B. Jean-Pierre
Leslie B. Jean-Pierre
Assistant City Attorney

APPROVED AS TO CONTENT:

Nicholas H. Ybarra
Nicholas Ybarra, P.E., Director
Environmental Services Department

(ACKNOWLEDGEMENT ON FOLLOWING PAGE)

ACKNOWLEDGEMENT

STATE OF TEXAS)
)
COUNTY OF EL PASO)

This instrument was acknowledged before me on this _____ day of _____, 2023,
by Oscar Leeser, as Mayor, of the City of El Paso.

Notary Public, State of Texas
Notary's Printed or Typed Name:

My Commission Expires:

PREPARED IN THE OFFICE OF:

Office of the City Attorney
P.O Box 1890
El Paso, Texas 79950-1890

FOR PAY-OFF INFORMATION PLEASE CONTACT:

Environmental Services Department
7968 San Paulo
El Paso, Texas 79907
(915) 212-6000

RESOLUTION

WHEREAS, in accordance with Chapter 9.04 of the El Paso City Code, ROCHA JOSE & JOSE JR, referred to as owner, regardless of number, of the hereinafter described property, was given notice that said property constituted a public nuisance due to the accumulation of trash, vegetation and weeds or other objectionable, unsightly or unsanitary matter in violation of Chapter 9.04 of the El Paso City Code; and the owner failed to comply with due notices. In accordance with El Paso City Code Chapter 9.04, the Environmental Services Department proceeded to clean and dispose of the trash, vegetation, weeds or other rubbish; and

WHEREAS, the Director of the Environmental Services Department has reported the cost of doing such work in the amount hereinafter set forth.

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

1. The City Council determines its reasonable expenses including administrative costs and the cost of removing the accumulated trash, vegetation and weeds or other rubbish located on the property known as:

3622 Douglas Ave, more particularly described as Lots 19 & 20
(7000.00 Sq Ft), Block 126, East El Paso Subdivision, City of El
Paso, El Paso County, Texas, PID #E014-999-1260-5500

to be \$352.00, in accordance with the El Paso City Code Section 9.04.880 and the Texas Health & Safety Code Section 342.007. The City Council finds that the work was completed on the 25th day of May, 2022, and approves the costs described herein.

2. The City Council, in accordance with Chapter 9.04 of the El Paso City Code, declares the above total amount THREE HUNDRED FIFTY TWO AND 00/100 DOLLARS (\$352.00) to be a lien on the above described property, said amount being due and payable within

ten (10) days from the date of City Council approval, and thereafter bearing ten percent (10%) interest per annum.

3. The City Clerk is directed to give notice of the lien by filing a copy of this Resolution for record with the County Clerk.

4. All records of the City Clerk's office relating to the proceeding against the above described property are made a part of this Resolution by reference.

PASSED AND APPROVED this _____ day of _____, 2023.


CITY OF EL PASO:

Oscar Leeser
Mayor

ATTEST:

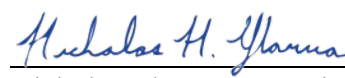
Laura D. Prine
City Clerk

APPROVED AS TO FORM:



Leslie B. Jean-Pierre
Assistant City Attorney

APPROVED AS TO CONTENT:



Nicholas Ybarra, P.E., Director
Environmental Services Department

(ACKNOWLEDGEMENT ON FOLLOWING PAGE)

ACKNOWLEDGEMENT

STATE OF TEXAS)
)
COUNTY OF EL PASO)

This instrument was acknowledged before me on this ____ day of _____, 2023,
by Oscar Leaser, as Mayor, of the City of El Paso.

Notary Public, State of Texas
Notary's Printed or Typed Name:

My Commission Expires:

PREPARED IN THE OFFICE OF:

Office of the City Attorney
P.O Box 1890
El Paso, Texas 79950-1890

FOR PAY-OFF INFORMATION PLEASE CONTACT:

Environmental Services Department
7968 San Paulo
El Paso, Texas 79907
(915) 212-6000

RESOLUTION

WHEREAS, in accordance with Chapter 9.04 of the El Paso City Code, GANDARILLA JOSE R & MA SILVINA R D, referred to as owner, regardless of number, of the hereinafter described property, was given notice that said property constituted a public nuisance due to the accumulation of trash, vegetation and weeds or other objectionable, unsightly or unsanitary matter in violation of Chapter 9.04 of the El Paso City Code; and the owner failed to comply with due notices. In accordance with El Paso City Code Chapter 9.04, the Environmental Services Department proceeded to clean and dispose of the trash, vegetation, weeds or other rubbish; and

WHEREAS, the Director of the Environmental Services Department has reported the cost of doing such work in the amount hereinafter set forth.

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

1. The City Council determines its reasonable expenses including administrative costs and the cost of removing the accumulated trash, vegetation and weeds or other rubbish located on the property known as:

Lots 1 & 2, Block 30, Logan Heights Subdivision, City of El Paso,
El Paso County, Texas, PID #L447-999-0300-0100

to be \$745.50, in accordance with the El Paso City Code Section 9.04.880 and the Texas Health & Safety Code Section 342.007. The City Council finds that the work was completed on the 25th day of May, 2022, and approves the costs described herein.

2. The City Council, in accordance with Chapter 9.04 of the El Paso City Code, declares the above total amount SEVEN HUNDRED FORTY FIVE AND 50/100 DOLLARS (\$745.50) to be a lien on the above described property, said amount being due and payable within ten (10) days from the date of City Council approval, and thereafter bearing ten percent (10%) interest per annum.

3. The City Clerk is directed to give notice of the lien by filing a copy of this Resolution for record with the County Clerk.

4. All records of the City Clerk's office relating to the proceeding against the above described property are made a part of this Resolution by reference.

PASSED AND APPROVED this _____ day of _____, 2023.

CITY OF EL PASO


Oscar Leoser
Mayor

ATTEST:

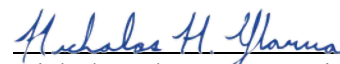
Laura D. Prine
City Clerk

APPROVED AS TO FORM:

APPROVED AS TO CONTENT:



Leslie B. Jean-Pierre
Assistant City Attorney



Nicholas Ybarra, P.E., Director
Environmental Services Department

(ACKNOWLEDGEMENT ON FOLLOWING PAGE)

ACKNOWLEDGEMENT

STATE OF TEXAS)
)
COUNTY OF EL PASO)

This instrument was acknowledged before me on this ____ day of _____, 2023,
by Oscar Leaser, as Mayor, of the City of El Paso.

Notary Public, State of Texas

Notary's Printed or Typed Name:

My Commission Expires:

PREPARED IN THE OFFICE OF:

Office of the City Attorney
P.O Box 1890
El Paso, Texas 79950-1890

FOR PAY-OFF INFORMATION PLEASE CONTACT:

Environmental Services Department
7968 San Paulo
El Paso, Texas 79907
(915) 212-6000

RESOLUTION

WHEREAS, in accordance with Chapter 9.04 of the El Paso City Code, DIAZ-BALL FERNANDO L & CELIA R, referred to as owner, regardless of number, of the hereinafter described property, was given notice that said property constituted a public nuisance due to the accumulation of trash, vegetation and weeds or other objectionable, unsightly or unsanitary matter in violation of Chapter 9.04 of the El Paso City Code; and the owner failed to comply with due notices. In accordance with El Paso City Code Chapter 9.04, the Environmental Services Department proceeded to clean and dispose of the trash, vegetation, weeds or other rubbish; and

WHEREAS, the Director of the Environmental Services Department has reported the cost of doing such work in the amount hereinafter set forth.

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

1. The City Council determines its reasonable expenses including administrative costs and the cost of removing the accumulated trash, vegetation and weeds or other rubbish located on the property known as:

3314 Craigo Ave, more particularly described as Lot 657, Block 36,
Park Foothills Subdivision, City of El Paso, El Paso County, Texas,
PID #P324-999-0360-5600

to be \$790.00, in accordance with the El Paso City Code Section 9.04.880 and the Texas Health & Safety Code Section 342.007. The City Council finds that the work was completed on the 27th day of May, 2022, and approves the costs described herein.

2. The City Council, in accordance with Chapter 9.04 of the El Paso City Code, declares the above total amount SEVEN HUNDRED NINETY AND 00/100 DOLLARS (\$790.00) to be a lien on the above described property, said amount being due and payable within ten (10)

days from the date of City Council approval, and thereafter bearing ten percent (10%) interest per annum.

3. The City Clerk is directed to give notice of the lien by filing a copy of this Resolution for record with the County Clerk.

4. All records of the City Clerk's office relating to the proceeding against the above described property are made a part of this Resolution by reference.

PASSED AND APPROVED this _____ day of _____, 2023.


CITY OF EL PASO:

Oscar Leaser
Mayor

ATTEST:

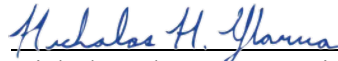
Laura D. Prine
City Clerk

APPROVED AS TO FORM:



Leslie B. Jean-Pierre
Assistant City Attorney

APPROVED AS TO CONTENT:



Nicholas Ybarra, P.E., Director
Environmental Services Department

(ACKNOWLEDGEMENT ON FOLLOWING PAGE)

ACKNOWLEDGEMENT

STATE OF TEXAS)
)
COUNTY OF EL PASO)

This instrument was acknowledged before me on this _____ day of _____, 2023,
by Oscar Leaser, as Mayor, of the City of El Paso.

Notary Public, State of Texas
Notary's Printed or Typed Name:

My Commission Expires:

PREPARED IN THE OFFICE OF:

Office of the City Attorney
P.O Box 1890
El Paso, Texas 79950-1890

FOR PAY-OFF INFORMATION PLEASE CONTACT:

Environmental Services Department
7968 San Paulo
El Paso, Texas 79907
(915) 212-6000

RESOLUTION

WHEREAS, in accordance with Chapter 9.04 of the El Paso City Code, VERSUSFNF LIMITED LLC, referred to as owner, regardless of number, of the hereinafter described property, was given notice that said property constituted a public nuisance due to the accumulation of trash, vegetation and weeds or other objectionable, unsightly or unsanitary matter in violation of Chapter 9.04 of the El Paso City Code; and the owner failed to comply with due notices. In accordance with El Paso City Code Chapter 9.04, the Environmental Services Department proceeded to clean and dispose of the trash, vegetation, weeds or other rubbish; and

WHEREAS, the Director of the Environmental Services Department has reported the cost of doing such work in the amount hereinafter set forth.

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

1. The City Council determines its reasonable expenses including administrative costs and the cost of removing the accumulated trash, vegetation and weeds or other rubbish located on the property known as:

8700 Magnetic St, more particularly described as Lot 537 (13376 Sq Ft), Block 30, Park Foothills Subdivision, City of El Paso, El Paso County, Texas, PID #P324-999-0300-0100

to be \$2278.00, in accordance with the El Paso City Code Section 9.04.880 and the Texas Health & Safety Code Section 342.007. The City Council finds that the work was completed on the 26th day of May, 2022, and approves the costs described herein.

2. The City Council, in accordance with Chapter 9.04 of the El Paso City Code, declares the above total amount TWO THOUSAND TWO HUNDRED SEVENTY EIGHT AND 00/100 DOLLARS (\$2278.00) to be a lien on the above described property, said amount being due

and payable within ten (10) days from the date of City Council approval, and thereafter bearing ten percent (10%) interest per annum.

3. The City Clerk is directed to give notice of the lien by filing a copy of this Resolution for record with the County Clerk.

4. All records of the City Clerk's office relating to the proceeding against the above described property are made a part of this Resolution by reference.

PASSED AND APPROVED this _____ day of _____, 2023.


CITY OF EL PASO:

Oscar Leeser
Mayor

ATTEST:

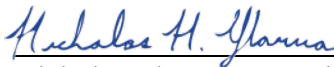
Laura D. Prine
City Clerk

APPROVED AS TO FORM:



Leslie B. Jean-Pierre
Assistant City Attorney

APPROVED AS TO CONTENT:



Nicholas Ybarra, P.E., Director
Environmental Services Department

(ACKNOWLEDGEMENT ON FOLLOWING PAGE)

ACKNOWLEDGEMENT

STATE OF TEXAS)
)
COUNTY OF EL PASO)

This instrument was acknowledged before me on this _____ day of _____, 2023,
by Oscar Leaser, as Mayor, of the City of El Paso.

Notary Public, State of Texas
Notary's Printed or Typed Name:

My Commission Expires:

PREPARED IN THE OFFICE OF:

Office of the City Attorney
P.O Box 1890
El Paso, Texas 79950-1890

FOR PAY-OFF INFORMATION PLEASE CONTACT:

Environmental Services Department
7968 San Paulo
El Paso, Texas 79907
(915) 212-6000

RESOLUTION

WHEREAS, in accordance with Chapter 9.04 of the El Paso City Code, FLORES SHELLEY & CHRISTOPHER, referred to as owner, regardless of number, of the hereinafter described property, was given notice that said property constituted a public nuisance due to the accumulation of trash, vegetation and weeds or other objectionable, unsightly or unsanitary matter in violation of Chapter 9.04 of the El Paso City Code; and the owner failed to comply with due notices. In accordance with El Paso City Code Chapter 9.04, the Environmental Services Department proceeded to clean and dispose of the trash, vegetation, weeds or other rubbish; and

WHEREAS, the Director of the Environmental Services Department has reported the cost of doing such work in the amount hereinafter set forth.

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

1. The City Council determines its reasonable expenses including administrative costs and the cost of removing the accumulated trash, vegetation and weeds or other rubbish located on the property known as:

5029 Benning Ave, more particularly described as Lot 799, Block
29, Mountain View Subdivision, City of El Paso, El Paso County,
Texas, PID #M851-999-0290-7300

to be \$339.00, in accordance with the El Paso City Code Section 9.04.880 and the Texas Health & Safety Code Section 342.007. The City Council finds that the work was completed on the 26th day of May, 2022, and approves the costs described herein.

2. The City Council, in accordance with Chapter 9.04 of the El Paso City Code, declares the above total amount THREE HUNDRED THIRTY NINE AND 00/100 DOLLARS (\$339.00) to be a lien on the above described property, said amount being due and payable within

ten (10) days from the date of City Council approval, and thereafter bearing ten percent (10%) interest per annum.

3. The City Clerk is directed to give notice of the lien by filing a copy of this Resolution for record with the County Clerk.

4. All records of the City Clerk's office relating to the proceeding against the above described property are made a part of this Resolution by reference.

PASSED AND APPROVED this _____ day of _____, 2023.


CITY OF EL PASO:

Oscar Leeson
Mayor

ATTEST:

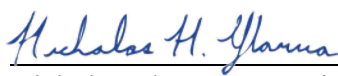
Laura D. Prine
City Clerk

APPROVED AS TO FORM:



Leslie B. Jean-Pierre
Assistant City Attorney

APPROVED AS TO CONTENT:



Nicholas Ybarra, P.E., Director
Environmental Services Department

(ACKNOWLEDGEMENT ON FOLLOWING PAGE)

ACKNOWLEDGEMENT

STATE OF TEXAS)
)
COUNTY OF EL PASO)

This instrument was acknowledged before me on this ____ day of _____, 2023,
by Oscar Leaser, as Mayor, of the City of El Paso.

Notary Public, State of Texas
Notary's Printed or Typed Name:

My Commission Expires:

PREPARED IN THE OFFICE OF:

Office of the City Attorney
P.O Box 1890
El Paso, Texas 79950-1890

FOR PAY-OFF INFORMATION PLEASE CONTACT:

Environmental Services Department
7968 San Paulo
El Paso, Texas 79907
(915) 212-6000

RESOLUTION

WHEREAS, in accordance with Chapter 9.04 of the El Paso City Code, MARTINEZ GERARDO & DIAZ RUBI, referred to as owner, regardless of number, of the hereinafter described property, was given notice that said property constituted a public nuisance due to the accumulation of trash, vegetation and weeds or other objectionable, unsightly or unsanitary matter in violation of Chapter 9.04 of the El Paso City Code; and the owner failed to comply with due notices. In accordance with El Paso City Code Chapter 9.04, the Environmental Services Department proceeded to clean and dispose of the trash, vegetation, weeds or other rubbish; and

WHEREAS, the Director of the Environmental Services Department has reported the cost of doing such work in the amount hereinafter set forth.

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

1. The City Council determines its reasonable expenses including administrative costs and the cost of removing the accumulated trash, vegetation and weeds or other rubbish located on the property known as:

705 Feliz Rd, more particularly described as Lot 15, Block 27,
Clardy Fox Replat Subdivision, City of El Paso, El Paso County,
Texas, PID #C622-999-0270-8500

to be \$336.00, in accordance with the El Paso City Code Section 9.04.880 and the Texas Health & Safety Code Section 342.007. The City Council finds that the work was completed on the 1st day of July, 2022, and approves the costs described herein.

2. The City Council, in accordance with Chapter 9.04 of the El Paso City Code, declares the above total amount THREE HUNDRED THIRTY SIX AND 00/100 DOLLARS (\$336.00) to be a lien on the above described property, said amount being due and payable within

ten (10) days from the date of City Council approval, and thereafter bearing ten percent (10%) interest per annum.

3. The City Clerk is directed to give notice of the lien by filing a copy of this Resolution for record with the County Clerk.

4. All records of the City Clerk's office relating to the proceeding against the above described property are made a part of this Resolution by reference.

PASSED AND APPROVED this _____ day of _____, 2023.


CITY OF EL PASO:

Oscar Leeson
Mayor

ATTEST:

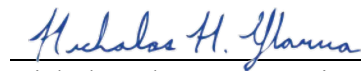
Laura D. Prine
City Clerk

APPROVED AS TO FORM:



Leslie B. Jean-Pierre
Assistant City Attorney

APPROVED AS TO CONTENT:



Nicholas Ybarra, P.E., Director
Environmental Services Department

(ACKNOWLEDGEMENT ON FOLLOWING PAGE)

ACKNOWLEDGEMENT

STATE OF TEXAS)
)
COUNTY OF EL PASO)

This instrument was acknowledged before me on this ____ day of _____, 2023,
by Oscar Leaser, as Mayor, of the City of El Paso.

Notary Public, State of Texas
Notary's Printed or Typed Name:

My Commission Expires:

PREPARED IN THE OFFICE OF:

Office of the City Attorney
P.O Box 1890
El Paso, Texas 79950-1890

FOR PAY-OFF INFORMATION PLEASE CONTACT:

Environmental Services Department
7968 San Paulo
El Paso, Texas 79907
(915) 212-6000

RESOLUTION

WHEREAS, in accordance with Chapter 9.04 of the El Paso City Code, HERNANDEZ BELEN S, referred to as owner, regardless of number, of the hereinafter described property, was given notice that said property constituted a public nuisance due to the accumulation of trash, vegetation and weeds or other objectionable, unsightly or unsanitary matter in violation of Chapter 9.04 of the El Paso City Code; and the owner failed to comply with due notices. In accordance with El Paso City Code Chapter 9.04, the Environmental Services Department proceeded to clean and dispose of the trash, vegetation, weeds or other rubbish; and

WHEREAS, the Director of the Environmental Services Department has reported the cost of doing such work in the amount hereinafter set forth.

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

1. The City Council determines its reasonable expenses including administrative costs and the cost of removing the accumulated trash, vegetation and weeds or other rubbish located on the property known as:

252 Val Verde St, more particularly described as Lots 25 & 26 (7500 Sq Ft) (7500 Sq Ft), Block 7, Val Verde Subdivision, City of El Paso, El Paso County, Texas, PID #V088-999-0070-4100

to be \$1137.00, in accordance with the El Paso City Code Section 9.04.880 and the Texas Health & Safety Code Section 342.007. The City Council finds that the work was completed on the 1st day of July, 2022, and approves the costs described herein.

2. The City Council, in accordance with Chapter 9.04 of the El Paso City Code, declares the above total amount ONE THOUSAND ONE HUNDRED THIRTY SEVEN AND 00/100 DOLLARS (\$1137.00) to be a lien on the above described property, said amount being due

and payable within ten (10) days from the date of City Council approval, and thereafter bearing ten percent (10%) interest per annum.

3. The City Clerk is directed to give notice of the lien by filing a copy of this Resolution for record with the County Clerk.

4. All records of the City Clerk's office relating to the proceeding against the above described property are made a part of this Resolution by reference.

PASSED AND APPROVED this _____ day of _____, 2023.


CITY OF EL PASO:

Oscar Leaser
Mayor

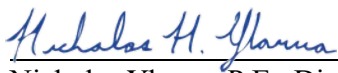
ATTEST:

Laura D. Prine
City Clerk

APPROVED AS TO FORM:


Leslie B. Jean-Pierre
Assistant City Attorney

APPROVED AS TO CONTENT:


Nicholas Ybarra, P.E., Director
Environmental Services Department

(ACKNOWLEDGEMENT ON FOLLOWING PAGE)

ACKNOWLEDGEMENT

STATE OF TEXAS)
)
COUNTY OF EL PASO)

This instrument was acknowledged before me on this _____ day of _____, 2023,
by Oscar Leeser, as Mayor, of the City of El Paso.

Notary Public, State of Texas
Notary's Printed or Typed Name:

My Commission Expires:

PREPARED IN THE OFFICE OF:

Office of the City Attorney
P.O Box 1890
El Paso, Texas 79950-1890

FOR PAY-OFF INFORMATION PLEASE CONTACT:

Environmental Services Department
7968 San Paulo
El Paso, Texas 79907
(915) 212-6000

RESOLUTION

WHEREAS, in accordance with Chapter 9.04 of the El Paso City Code, ONTIVEROS AUDREY T M, referred to as owner, regardless of number, of the hereinafter described property, was given notice that said property constituted a public nuisance due to the accumulation of trash, vegetation and weeds or other objectionable, unsightly or unsanitary matter in violation of Chapter 9.04 of the El Paso City Code; and the owner failed to comply with due notices. In accordance with El Paso City Code Chapter 9.04, the Environmental Services Department proceeded to clean and dispose of the trash, vegetation, weeds or other rubbish; and

WHEREAS, the Director of the Environmental Services Department has reported the cost of doing such work in the amount hereinafter set forth.

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

1. The City Council determines its reasonable expenses including administrative costs and the cost of removing the accumulated trash, vegetation and weeds or other rubbish located on the property known as:

536 Mauer Dr B, more particularly described as N 1/2 Of E 30 Ft
Lot 6, Block 3, LaFayette Place Subdivision, City of El Paso, El
Paso County, Texas, PID #L125-999-0030-0500

to be \$476.50, in accordance with the El Paso City Code Section 9.04.880 and the Texas Health & Safety Code Section 342.007. The City Council finds that the work was completed on the 14th day of July, 2022, and approves the costs described herein.

2. The City Council, in accordance with Chapter 9.04 of the El Paso City Code, declares the above total amount FOUR HUNDRED SEVENTY SIX AND 50/100 DOLLARS (\$476.50) to be a lien on the above described property, said amount being due and payable within

ten (10) days from the date of City Council approval, and thereafter bearing ten percent (10%) interest per annum.

3. The City Clerk is directed to give notice of the lien by filing a copy of this Resolution for record with the County Clerk.

4. All records of the City Clerk's office relating to the proceeding against the above described property are made a part of this Resolution by reference.

PASSED AND APPROVED this _____ day of _____, 2023.


CITY OF EL PASO:

Oscar Leeser
Mayor

ATTEST:

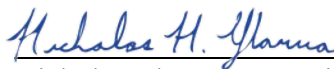
Laura D. Prine
City Clerk

APPROVED AS TO FORM:



Leslie B. Jean-Pierre
Assistant City Attorney

APPROVED AS TO CONTENT:



Nicholas Ybarra, P.E., Director
Environmental Services Department

(ACKNOWLEDGEMENT ON FOLLOWING PAGE)

ACKNOWLEDGEMENT

STATE OF TEXAS)
)
COUNTY OF EL PASO)

This instrument was acknowledged before me on this ____ day of _____, 2023,
by Oscar Leeser, as Mayor, of the City of El Paso.

Notary Public, State of Texas
Notary's Printed or Typed Name:

My Commission Expires:

PREPARED IN THE OFFICE OF:

Office of the City Attorney
P.O Box 1890
El Paso, Texas 79950-1890

FOR PAY-OFF INFORMATION PLEASE CONTACT:

Environmental Services Department
7968 San Paulo
El Paso, Texas 79907
(915) 212-6000

RESOLUTION

WHEREAS, in accordance with Chapter 9.04 of the El Paso City Code, ARCE LUIS & ANAYSA V, referred to as owner, regardless of number, of the hereinafter described property, was given notice that said property constituted a public nuisance due to the accumulation of trash, vegetation and weeds or other objectionable, unsightly or unsanitary matter in violation of Chapter 9.04 of the El Paso City Code; and the owner failed to comply with due notices. In accordance with El Paso City Code Chapter 9.04, the Environmental Services Department proceeded to clean and dispose of the trash, vegetation, weeds or other rubbish; and

WHEREAS, the Director of the Environmental Services Department has reported the cost of doing such work in the amount hereinafter set forth.

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

1. The City Council determines its reasonable expenses including administrative costs and the cost of removing the accumulated trash, vegetation and weeds or other rubbish located on the property known as:

4625 Robert Holt Dr, more particularly described as Lot 16
(5722.04 Sq Ft), Block 31, Castner Heights #8 Subdivision, City of
El Paso, El Paso County, Texas, PID #C231-999-0310-1600

to be \$343.50, in accordance with the El Paso City Code Section 9.04.880 and the Texas Health & Safety Code Section 342.007. The City Council finds that the work was completed on the 9th day of June, 2022, and approves the costs described herein.

2. The City Council, in accordance with Chapter 9.04 of the El Paso City Code, declares the above total amount THREE HUNDRED FORTY THREE AND 50/100 DOLLARS (\$343.50) to be a lien on the above described property, said amount being due and payable within

ten (10) days from the date of City Council approval, and thereafter bearing ten percent (10%) interest per annum.

3. The City Clerk is directed to give notice of the lien by filing a copy of this Resolution for record with the County Clerk.

4. All records of the City Clerk's office relating to the proceeding against the above described property are made a part of this Resolution by reference.

PASSED AND APPROVED this _____ day of _____, 2023.


CITY OF EL PASO:

Oscar Leeson
Mayor

ATTEST:

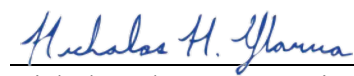
Laura D. Prine
City Clerk

APPROVED AS TO FORM:



Leslie B. Jean-Pierre
Assistant City Attorney

APPROVED AS TO CONTENT:



Nicholas Ybarra, P.E., Director
Environmental Services Department

(ACKNOWLEDGEMENT ON FOLLOWING PAGE)

ACKNOWLEDGEMENT

STATE OF TEXAS)
)
COUNTY OF EL PASO)

This instrument was acknowledged before me on this ____ day of _____, 2023,
by Oscar Leeser, as Mayor, of the City of El Paso.

Notary Public, State of Texas
Notary's Printed or Typed Name:

My Commission Expires:

PREPARED IN THE OFFICE OF:

Office of the City Attorney
P.O Box 1890
El Paso, Texas 79950-1890

FOR PAY-OFF INFORMATION PLEASE CONTACT:

Environmental Services Department
7968 San Paulo
El Paso, Texas 79907
(915) 212-6000

RESOLUTION

WHEREAS, in accordance with Chapter 9.04 of the El Paso City Code, SRISATHITH NUTTHAPON, referred to as owner, regardless of number, of the hereinafter described property, was given notice that said property constituted a public nuisance due to the accumulation of trash, vegetation and weeds or other objectionable, unsightly or unsanitary matter in violation of Chapter 9.04 of the El Paso City Code; and the owner failed to comply with due notices. In accordance with El Paso City Code Chapter 9.04, the Environmental Services Department proceeded to clean and dispose of the trash, vegetation, weeds or other rubbish; and

WHEREAS, the Director of the Environmental Services Department has reported the cost of doing such work in the amount hereinafter set forth.

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

1. The City Council determines its reasonable expenses including administrative costs and the cost of removing the accumulated trash, vegetation and weeds or other rubbish located on the property known as:

14246 Gil Reyes Dr, more particularly described as Lot 38, Block
244, Tierra Del Este #61 Subdivision, City of El Paso, El Paso
County, Texas, PID #T287-999-2440-3800

to be \$378.00, in accordance with the El Paso City Code Section 9.04.880 and the Texas Health & Safety Code Section 342.007. The City Council finds that the work was completed on the 14th day of April, 2022, and approves the costs described herein.

2. The City Council, in accordance with Chapter 9.04 of the El Paso City Code, declares the above total amount THREE HUNDRED SEVENTY EIGHT AND 00/100 DOLLARS (\$378.00) to be a lien on the above described property, said amount being due and payable within

ten (10) days from the date of City Council approval, and thereafter bearing ten percent (10%) interest per annum.

3. The City Clerk is directed to give notice of the lien by filing a copy of this Resolution for record with the County Clerk.

4. All records of the City Clerk's office relating to the proceeding against the above described property are made a part of this Resolution by reference.

PASSED AND APPROVED this _____ day of _____, 2023.


CITY OF EL PASO:

Oscar Leeson
Mayor

ATTEST:

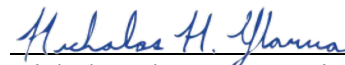
Laura D. Prine
City Clerk

APPROVED AS TO FORM:



Leslie B. Jean-Pierre
Assistant City Attorney

APPROVED AS TO CONTENT:



Nicholas Ybarra, P.E., Director
Environmental Services Department

(ACKNOWLEDGEMENT ON FOLLOWING PAGE)

ACKNOWLEDGEMENT

STATE OF TEXAS)
)
COUNTY OF EL PASO)

This instrument was acknowledged before me on this ____ day of _____, 2023,
by Oscar Leaser, as Mayor, of the City of El Paso.

Notary Public, State of Texas
Notary's Printed or Typed Name:

My Commission Expires:

PREPARED IN THE OFFICE OF:

Office of the City Attorney
P.O Box 1890
El Paso, Texas 79950-1890

FOR PAY-OFF INFORMATION PLEASE CONTACT:

Environmental Services Department
7968 San Paulo
El Paso, Texas 79907
(915) 212-6000

RESOLUTION

WHEREAS, in accordance with Chapter 9.04 of the El Paso City Code, RAMIREZ MATHEW M, referred to as owner, regardless of number, of the hereinafter described property, was given notice that said property constituted a public nuisance due to the accumulation of trash, vegetation and weeds or other objectionable, unsightly or unsanitary matter in violation of Chapter 9.04 of the El Paso City Code; and the owner failed to comply with due notices. In accordance with El Paso City Code Chapter 9.04, the Environmental Services Department proceeded to clean and dispose of the trash, vegetation, weeds or other rubbish; and

WHEREAS, the Director of the Environmental Services Department has reported the cost of doing such work in the amount hereinafter set forth.

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

1. The City Council determines its reasonable expenses including administrative costs and the cost of removing the accumulated trash, vegetation and weeds or other rubbish located on the property known as:

14804 Long Shadow Ave, more particularly described as Lot 3,
Block 439, Tierra Este #76 Subdivision, City of El Paso, El Paso
County, Texas, PID #T287-999-4390-0300

to be \$369.00, in accordance with the El Paso City Code Section 9.04.880 and the Texas Health & Safety Code Section 342.007. The City Council finds that the work was completed on the 13th day of April, 2022, and approves the costs described herein.

2. The City Council, in accordance with Chapter 9.04 of the El Paso City Code, declares the above total amount THREE HUNDRED SIXTY NINE AND 00/100 DOLLARS (\$369.00) to be a lien on the above described property, said amount being due and payable within

ten (10) days from the date of City Council approval, and thereafter bearing ten percent (10%) interest per annum.

3. The City Clerk is directed to give notice of the lien by filing a copy of this Resolution for record with the County Clerk.

4. All records of the City Clerk's office relating to the proceeding against the above described property are made a part of this Resolution by reference.

PASSED AND APPROVED this _____ day of _____, 2023.


CITY OF EL PASO:

Oscar Leoser
Mayor

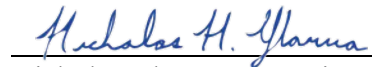
ATTEST:

Laura D. Prine
City Clerk

APPROVED AS TO FORM:


Leslie B. Jean-Pierre
Assistant City Attorney

APPROVED AS TO CONTENT:


Nicholas Ybarra, P.E., Director
Environmental Services Department

(ACKNOWLEDGEMENT ON FOLLOWING PAGE)

ACKNOWLEDGEMENT

STATE OF TEXAS)
)
COUNTY OF EL PASO)

This instrument was acknowledged before me on this ____ day of _____, 2023,
by Oscar Leaser, as Mayor, of the City of El Paso.

Notary Public, State of Texas
Notary's Printed or Typed Name:

My Commission Expires:

PREPARED IN THE OFFICE OF:

Office of the City Attorney
P.O Box 1890
El Paso, Texas 79950-1890

FOR PAY-OFF INFORMATION PLEASE CONTACT:

Environmental Services Department
7968 San Paulo
El Paso, Texas 79907
(915) 212-6000

RESOLUTION

WHEREAS, in accordance with Chapter 9.04 of the El Paso City Code, FAMILY TRUST OF SERGIO F MENDEZ, referred to as owner, regardless of number, of the hereinafter described property, was given notice that said property constituted a public nuisance due to the accumulation of trash, vegetation and weeds or other objectionable, unsightly or unsanitary matter in violation of Chapter 9.04 of the El Paso City Code; and the owner failed to comply with due notices. In accordance with El Paso City Code Chapter 9.04, the Environmental Services Department proceeded to clean and dispose of the trash, vegetation, weeds or other rubbish; and

WHEREAS, the Director of the Environmental Services Department has reported the cost of doing such work in the amount hereinafter set forth.

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

1. The City Council determines its reasonable expenses including administrative costs and the cost of removing the accumulated trash, vegetation and weeds or other rubbish located on the property known as:

11801 Kings Arms Ct, more particularly described as Lot 1 (9259.27 Sq Ft), Block 6, Villa Del Este #2 Subdivision, City of El Paso, El Paso County, Texas, PID #V655-999-0060-0100

to be \$358.00, in accordance with the El Paso City Code Section 9.04.880 and the Texas Health & Safety Code Section 342.007. The City Council finds that the work was completed on the 19th day of April, 2022, and approves the costs described herein.

2. The City Council, in accordance with Chapter 9.04 of the El Paso City Code, declares the above total amount THREE HUNDRED FIFTY EIGHT AND 00/100 DOLLARS (\$358.00) to be a lien on the above described property, said amount being due and payable within

ten (10) days from the date of City Council approval, and thereafter bearing ten percent (10%) interest per annum.

3. The City Clerk is directed to give notice of the lien by filing a copy of this Resolution for record with the County Clerk.

4. All records of the City Clerk's office relating to the proceeding against the above described property are made a part of this Resolution by reference.

PASSED AND APPROVED this _____ day of _____, 2023.


CITY OF EL PASO:

Oscar Leeser
Mayor

ATTEST:

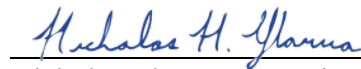
Laura D. Prine
City Clerk

APPROVED AS TO FORM:



Leslie B. Jean-Pierre
Assistant City Attorney

APPROVED AS TO CONTENT:



Nicholas Ybarra, P.E., Director
Environmental Services Department

(ACKNOWLEDGEMENT ON FOLLOWING PAGE)

ACKNOWLEDGEMENT

STATE OF TEXAS)
)
COUNTY OF EL PASO)

This instrument was acknowledged before me on this ____ day of _____, 2023,
by Oscar Leeser, as Mayor, of the City of El Paso.

Notary Public, State of Texas
Notary's Printed or Typed Name:

My Commission Expires:

PREPARED IN THE OFFICE OF:

Office of the City Attorney
P.O Box 1890
El Paso, Texas 79950-1890

FOR PAY-OFF INFORMATION PLEASE CONTACT:

Environmental Services Department
7968 San Paulo
El Paso, Texas 79907
(915) 212-6000

RESOLUTION

WHEREAS, in accordance with Chapter 9.04 of the El Paso City Code, RODRIGUEZ ROSA M, referred to as owner, regardless of number, of the hereinafter described property, was given notice that said property constituted a public nuisance due to the accumulation of trash, vegetation and weeds or other objectionable, unsightly or unsanitary matter in violation of Chapter 9.04 of the El Paso City Code; and the owner failed to comply with due notices. In accordance with El Paso City Code Chapter 9.04, the Environmental Services Department proceeded to clean and dispose of the trash, vegetation, weeds or other rubbish; and

WHEREAS, the Director of the Environmental Services Department has reported the cost of doing such work in the amount hereinafter set forth.

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

1. The City Council determines its reasonable expenses including administrative costs and the cost of removing the accumulated trash, vegetation and weeds or other rubbish located on the property known as:

230 Pasodale Rd, more particularly described as Lot 10 Exc NWC
(20 Ft On Nely- 20 Ft On Swly-28.28 Ft On Sely) (16065.16 Sq Ft),
Block 4, Pasodale Subdivision, City of El Paso, El Paso County,
Texas, PID #P591-999-0040-5100

to be \$367.50, in accordance with the El Paso City Code Section 9.04.880 and the Texas Health & Safety Code Section 342.007. The City Council finds that the work was completed on the 30th day of June, 2022, and approves the costs described herein.

2. The City Council, in accordance with Chapter 9.04 of the El Paso City Code, declares the above total amount THREE HUNDRED SIXTY SEVEN AND 50/100 DOLLARS (\$367.50) to be a lien on the above described property, said amount being due and payable within

ten (10) days from the date of City Council approval, and thereafter bearing ten percent (10%) interest per annum.

3. The City Clerk is directed to give notice of the lien by filing a copy of this Resolution for record with the County Clerk.

4. All records of the City Clerk's office relating to the proceeding against the above described property are made a part of this Resolution by reference.

PASSED AND APPROVED this _____ day of _____, 2023.


CITY OF EL PASO:

Oscar Leeser
Mayor

ATTEST:

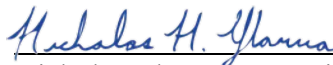
Laura D. Prine
City Clerk

APPROVED AS TO FORM:



Leslie B. Jean-Pierre
Assistant City Attorney

APPROVED AS TO CONTENT:



Nicholas Ybarra, P.E., Director
Environmental Services Department

(ACKNOWLEDGEMENT ON FOLLOWING PAGE)

ACKNOWLEDGEMENT

STATE OF TEXAS)
)
COUNTY OF EL PASO)

This instrument was acknowledged before me on this ____ day of _____, 2023,
by Oscar Leaser, as Mayor, of the City of El Paso.

Notary Public, State of Texas
Notary's Printed or Typed Name:

My Commission Expires:

PREPARED IN THE OFFICE OF:

Office of the City Attorney
P.O Box 1890
El Paso, Texas 79950-1890

FOR PAY-OFF INFORMATION PLEASE CONTACT:

Environmental Services Department
7968 San Paulo
El Paso, Texas 79907
(915) 212-6000

RESOLUTION

WHEREAS, in accordance with Chapter 9.04 of the El Paso City Code, RODRIGUEZ RITA L, referred to as owner, regardless of number, of the hereinafter described property, was given notice that said property constituted a public nuisance due to the accumulation of trash, vegetation and weeds or other objectionable, unsightly or unsanitary matter in violation of Chapter 9.04 of the El Paso City Code; and the owner failed to comply with due notices. In accordance with El Paso City Code Chapter 9.04, the Environmental Services Department proceeded to clean and dispose of the trash, vegetation, weeds or other rubbish; and

WHEREAS, the Director of the Environmental Services Department has reported the cost of doing such work in the amount hereinafter set forth.

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

1. The City Council determines its reasonable expenses including administrative costs and the cost of removing the accumulated trash, vegetation and weeds or other rubbish located on the property known as:

129 Ventura Dr, more particularly described as Lots 14 & 15, Block 6, Home Improvement #1 Subdivision, City of El Paso, El Paso County, Texas, PID #H743-999-0060-4300

to be \$284.00, in accordance with the El Paso City Code Section 9.04.880 and the Texas Health & Safety Code Section 342.007. The City Council finds that the work was completed on the 27th day of June, 2022, and approves the costs described herein.

2. The City Council, in accordance with Chapter 9.04 of the El Paso City Code, declares the above total amount TWO HUNDRED EIGHTY FOUR AND 00/100 DOLLARS (\$284.00) to be a lien on the above described property, said amount being due and payable within

ten (10) days from the date of City Council approval, and thereafter bearing ten percent (10%) interest per annum.

3. The City Clerk is directed to give notice of the lien by filing a copy of this Resolution for record with the County Clerk.

4. All records of the City Clerk's office relating to the proceeding against the above described property are made a part of this Resolution by reference.

PASSED AND APPROVED this _____ day of _____, 2023.


CITY OF EL PASO:

Oscar Leeser
Mayor


ATTEST:

Laura D. Prine
City Clerk

APPROVED AS TO FORM:


Leslie B. Jean-Pierre
Assistant City Attorney

APPROVED AS TO CONTENT:


Nicholas Ybarra, P.E., Director
Environmental Services Department

(ACKNOWLEDGEMENT ON FOLLOWING PAGE)

ACKNOWLEDGEMENT

STATE OF TEXAS)
)
COUNTY OF EL PASO)

This instrument was acknowledged before me on this ____ day of _____, 2023,
by Oscar Leaser, as Mayor, of the City of El Paso.

Notary Public, State of Texas
Notary's Printed or Typed Name:

My Commission Expires:

PREPARED IN THE OFFICE OF:

Office of the City Attorney
P.O Box 1890
El Paso, Texas 79950-1890

FOR PAY-OFF INFORMATION PLEASE CONTACT:

Environmental Services Department
7968 San Paulo
El Paso, Texas 79907
(915) 212-6000

RESOLUTION

WHEREAS, in accordance with Chapter 9.04 of the El Paso City Code, LUCAS PAULA E, referred to as owner, regardless of number, of the hereinafter described property, was given notice that said property constituted a public nuisance due to the accumulation of trash, vegetation and weeds or other objectionable, unsightly or unsanitary matter in violation of Chapter 9.04 of the El Paso City Code; and the owner failed to comply with due notices. In accordance with El Paso City Code Chapter 9.04, the Environmental Services Department proceeded to clean and dispose of the trash, vegetation, weeds or other rubbish; and

WHEREAS, the Director of the Environmental Services Department has reported the cost of doing such work in the amount hereinafter set forth.

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

1. The City Council determines its reasonable expenses including administrative costs and the cost of removing the accumulated trash, vegetation and weeds or other rubbish located on the property known as:

Lot 14 2015.17 Sq Ft, Block 12, Mesa Del Castillo #4 Subdivision,
City of El Paso, El Paso County, Texas, PID #M327-999-0120-1400

to be \$348.50, in accordance with the El Paso City Code Section 9.04.880 and the Texas Health & Safety Code Section 342.007. The City Council finds that the work was completed on the 9th day of May, 2022, and approves the costs described herein.

2. The City Council, in accordance with Chapter 9.04 of the El Paso City Code, declares the above total amount THREE HUNDRED FORTY EIGHT AND 50/100 DOLLARS (\$348.50) to be a lien on the above described property, said amount being due and payable within ten (10) days from the date of City Council approval, and thereafter bearing ten percent (10%) interest per annum.

3. The City Clerk is directed to give notice of the lien by filing a copy of this Resolution for record with the County Clerk.

4. All records of the City Clerk's office relating to the proceeding against the above described property are made a part of this Resolution by reference.

PASSED AND APPROVED this _____ day of _____, 2023.

CITY OF EL PASO:


Oscar Leoser
Mayor

ATTEST:


Laura D. Prine
City Clerk

APPROVED AS TO FORM:

APPROVED AS TO CONTENT:



Leslie B. Jean-Pierre
Assistant City Attorney



Nicholas Ybarra, P.E., Director
Environmental Services Department

(ACKNOWLEDGEMENT ON FOLLOWING PAGE)

ACKNOWLEDGEMENT

STATE OF TEXAS)
)
COUNTY OF EL PASO)

This instrument was acknowledged before me on this ____ day of _____, 2023,
by Oscar Leaser, as Mayor, of the City of El Paso.

Notary Public, State of Texas

Notary's Printed or Typed Name:

My Commission Expires:

PREPARED IN THE OFFICE OF:

Office of the City Attorney
P.O Box 1890
El Paso, Texas 79950-1890

FOR PAY-OFF INFORMATION PLEASE CONTACT:

Environmental Services Department
7968 San Paulo
El Paso, Texas 79907
(915) 212-6000

RESOLUTION

WHEREAS, in accordance with Chapter 9.04 of the El Paso City Code, MORENO ROBERTO, referred to as owner, regardless of number, of the hereinafter described property, was given notice that said property constituted a public nuisance due to the accumulation of trash, vegetation and weeds or other objectionable, unsightly or unsanitary matter in violation of Chapter 9.04 of the El Paso City Code; and the owner failed to comply with due notices. In accordance with El Paso City Code Chapter 9.04, the Environmental Services Department proceeded to clean and dispose of the trash, vegetation, weeds or other rubbish; and

WHEREAS, the Director of the Environmental Services Department has reported the cost of doing such work in the amount hereinafter set forth.

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

1. The City Council determines its reasonable expenses including administrative costs and the cost of removing the accumulated trash, vegetation and weeds or other rubbish located on the property known as:

Tr 2-E (0.684 Ac), Block 81, Tsp 2 Sec 22 T & P Surv Subdivision,
City of El Paso, El Paso County, Texas, PID #X581-999-2220-0262

to be \$595.00, in accordance with the El Paso City Code Section 9.04.880 and the Texas Health & Safety Code Section 342.007. The City Council finds that the work was completed on the 15th day of April, 2022, and approves the costs described herein.

2. The City Council, in accordance with Chapter 9.04 of the El Paso City Code, declares the above total amount FIVE HUNDRED NINETY FIVE AND 00/100 DOLLARS (\$595.00) to be a lien on the above described property, said amount being due and payable within ten (10) days from the date of City Council approval, and thereafter bearing ten percent (10%) interest per annum.

3. The City Clerk is directed to give notice of the lien by filing a copy of this Resolution for record with the County Clerk.

4. All records of the City Clerk's office relating to the proceeding against the above described property are made a part of this Resolution by reference.

PASSED AND APPROVED this _____ day of _____, 2023.


CITY OF EL PASO:

Oscar Leoser
Mayor

ATTEST:


Laura D. Prine
City Clerk

APPROVED AS TO FORM:



Leslie B. Jean-Pierre
Assistant City Attorney

APPROVED AS TO CONTENT:



Nicholas Ybarra, P.E., Director
Environmental Services Department

(ACKNOWLEDGEMENT ON FOLLOWING PAGE)

ACKNOWLEDGEMENT

STATE OF TEXAS)
)
COUNTY OF EL PASO)

This instrument was acknowledged before me on this ____ day of _____, 2023,
by Oscar Leaser, as Mayor, of the City of El Paso.

Notary Public, State of Texas

Notary's Printed or Typed Name:

My Commission Expires:

PREPARED IN THE OFFICE OF:

Office of the City Attorney
P.O Box 1890
El Paso, Texas 79950-1890

FOR PAY-OFF INFORMATION PLEASE CONTACT:

Environmental Services Department
7968 San Paulo
El Paso, Texas 79907
(915) 212-6000

RESOLUTION

WHEREAS, in accordance with Chapter 9.04 of the El Paso City Code, RADLOGIC LLC, referred to as owner, regardless of number, of the hereinafter described property, was given notice that said property constituted a public nuisance due to the accumulation of trash, vegetation and weeds or other objectionable, unsightly or unsanitary matter in violation of Chapter 9.04 of the El Paso City Code; and the owner failed to comply with due notices. In accordance with El Paso City Code Chapter 9.04, the Environmental Services Department proceeded to clean and dispose of the trash, vegetation, weeds or other rubbish; and

WHEREAS, the Director of the Environmental Services Department has reported the cost of doing such work in the amount hereinafter set forth.

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

1. The City Council determines its reasonable expenses including administrative costs and the cost of removing the accumulated trash, vegetation and weeds or other rubbish located on the property known as:

201 Desert Pass St, more particularly described as Lot 1(117693.79 Sq Ft), Block 4, Desert Trail #3 Subdivision, City of El Paso, El Paso County, Texas, PID #D460-999-0040-0150

to be \$415.00, in accordance with the El Paso City Code Section 9.04.880 and the Texas Health & Safety Code Section 342.007. The City Council finds that the work was completed on the 6th day of June, 2022, and approves the costs described herein.

2. The City Council, in accordance with Chapter 9.04 of the El Paso City Code, declares the above total amount FOUR HUNDRED FIFTEEN AND 00/100 DOLLARS (\$415.00) to be a lien on the above described property, said amount being due and payable within ten (10)

days from the date of City Council approval, and thereafter bearing ten percent (10%) interest per annum.

3. The City Clerk is directed to give notice of the lien by filing a copy of this Resolution for record with the County Clerk.

4. All records of the City Clerk's office relating to the proceeding against the above described property are made a part of this Resolution by reference.

PASSED AND APPROVED this _____ day of _____, 2023.


CITY OF EL PASO:

Oscar Leeser
Mayor


ATTEST:

Laura D. Prine
City Clerk

APPROVED AS TO FORM:


Leslie B. Jean-Pierre
Assistant City Attorney

APPROVED AS TO CONTENT:


Nicholas Ybarra, P.E., Director
Environmental Services Department

(ACKNOWLEDGEMENT ON FOLLOWING PAGE)

ACKNOWLEDGEMENT

STATE OF TEXAS)
)
COUNTY OF EL PASO)

This instrument was acknowledged before me on this _____ day of _____, 2023,
by Oscar Leeser, as Mayor, of the City of El Paso.

Notary Public, State of Texas
Notary's Printed or Typed Name:

My Commission Expires:

PREPARED IN THE OFFICE OF:

Office of the City Attorney
P.O Box 1890
El Paso, Texas 79950-1890

FOR PAY-OFF INFORMATION PLEASE CONTACT:

Environmental Services Department
7968 San Paulo
El Paso, Texas 79907
(915) 212-6000

RESOLUTION

WHEREAS, in accordance with Chapter 9.04 of the El Paso City Code, LYNUM EDWIN J & SHEILA M, referred to as owner, regardless of number, of the hereinafter described property, was given notice that said property constituted a public nuisance due to the accumulation of trash, vegetation and weeds or other objectionable, unsightly or unsanitary matter in violation of Chapter 9.04 of the El Paso City Code; and the owner failed to comply with due notices. In accordance with El Paso City Code Chapter 9.04, the Environmental Services Department proceeded to clean and dispose of the trash, vegetation, weeds or other rubbish; and

WHEREAS, the Director of the Environmental Services Department has reported the cost of doing such work in the amount hereinafter set forth.

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

1. The City Council determines its reasonable expenses including administrative costs and the cost of removing the accumulated trash, vegetation and weeds or other rubbish located on the property known as:

233 Vista Bonita St, more particularly described as Lot 12 (10000 Sq Ft), Block 4, Coronado Terrace Subdivision, City of El Paso, El Paso County, Texas, PID #C840-999-0040-2300

to be \$580.00, in accordance with the El Paso City Code Section 9.04.880 and the Texas Health & Safety Code Section 342.007. The City Council finds that the work was completed on the 8th day of July, 2022, and approves the costs described herein.

2. The City Council, in accordance with Chapter 9.04 of the El Paso City Code, declares the above total amount FIVE HUNDRED EIGHTY AND 00/100 DOLLARS (\$580.00) to be a lien on the above described property, said amount being due and payable within ten (10) days

from the date of City Council approval, and thereafter bearing ten percent (10%) interest per annum.

3. The City Clerk is directed to give notice of the lien by filing a copy of this Resolution for record with the County Clerk.

4. All records of the City Clerk's office relating to the proceeding against the above described property are made a part of this Resolution by reference.

PASSED AND APPROVED this _____ day of _____, 2023.


CITY OF EL PASO:

Oscar Leeser
Mayor

ATTEST:

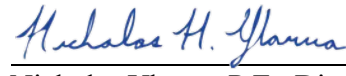
Laura D. Prine
City Clerk

APPROVED AS TO FORM:



Leslie B. Jean-Pierre
Assistant City Attorney

APPROVED AS TO CONTENT:



Nicholas Ybarra, P.E., Director
Environmental Services Department

(ACKNOWLEDGEMENT ON FOLLOWING PAGE)

ACKNOWLEDGEMENT

STATE OF TEXAS)
)
COUNTY OF EL PASO)

This instrument was acknowledged before me on this ____ day of _____, 2023,
by Oscar Leeser, as Mayor, of the City of El Paso.

Notary Public, State of Texas
Notary's Printed or Typed Name:

My Commission Expires:

PREPARED IN THE OFFICE OF:

Office of the City Attorney
P.O Box 1890
El Paso, Texas 79950-1890

FOR PAY-OFF INFORMATION PLEASE CONTACT:

Environmental Services Department
7968 San Paulo
El Paso, Texas 79907
(915) 212-6000

RESOLUTION

WHEREAS, in accordance with Chapter 9.04 of the El Paso City Code, FOSTER-SHWARTZ DEVELOPMENT COR, referred to as owner, regardless of number, of the hereinafter described property, was given notice that said property constituted a public nuisance due to the accumulation of trash, vegetation and weeds or other objectionable, unsightly or unsanitary matter in violation of Chapter 9.04 of the El Paso City Code; and the owner failed to comply with due notices. In accordance with El Paso City Code Chapter 9.04, the Environmental Services Department proceeded to clean and dispose of the trash, vegetation, weeds or other rubbish; and

WHEREAS, the Director of the Environmental Services Department has reported the cost of doing such work in the amount hereinafter set forth.

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

1. The City Council determines its reasonable expenses including administrative costs and the cost of removing the accumulated trash, vegetation and weeds or other rubbish located on the property known as:

8604 Lakehurst Rd Rear, more particularly described as 487.90 Sq Ft In 46 & 47 Adj Tt Lot 2 (487.90 Sq Ft), Block 8, Regal Crest Subdivision, City of El Paso, El Paso County, Texas, PID #R330-999-0080-0900

to be \$338.00, in accordance with the El Paso City Code Section 9.04.880 and the Texas Health & Safety Code Section 342.007. The City Council finds that the work was completed on the 19th day of May, 2022, and approves the costs described herein.

2. The City Council, in accordance with Chapter 9.04 of the El Paso City Code, declares the above total amount THREE HUNDRED THIRTY EIGHT AND 00/100 DOLLARS (\$338.00) to be a lien on the above described property, said amount being due and payable within

ten (10) days from the date of City Council approval, and thereafter bearing ten percent (10%) interest per annum.

3. The City Clerk is directed to give notice of the lien by filing a copy of this Resolution for record with the County Clerk.

4. All records of the City Clerk's office relating to the proceeding against the above described property are made a part of this Resolution by reference.

PASSED AND APPROVED this _____ day of _____, 2023.


CITY OF EL PASO:

Oscar Leeser
Mayor

ATTEST:


Laura D. Prine
City Clerk

APPROVED AS TO FORM:



Leslie B. Jean-Pierre
Assistant City Attorney

APPROVED AS TO CONTENT:



Nicholas Ybarra, P.E., Director
Environmental Services Department

(ACKNOWLEDGEMENT ON FOLLOWING PAGE)

ACKNOWLEDGEMENT

STATE OF TEXAS)
)
COUNTY OF EL PASO)

This instrument was acknowledged before me on this ____ day of _____, 2023,
by Oscar Leaser, as Mayor, of the City of El Paso.

Notary Public, State of Texas
Notary's Printed or Typed Name:

My Commission Expires:

PREPARED IN THE OFFICE OF:

Office of the City Attorney
P.O Box 1890
El Paso, Texas 79950-1890

FOR PAY-OFF INFORMATION PLEASE CONTACT:

Environmental Services Department
7968 San Paulo
El Paso, Texas 79907
(915) 212-6000

ATTACHMENT A

SOLID WASTE LIENS

August 1, 2023

Address	Owner of Record	Amount	District
PID #X185-999-0000-0250	TROPICANA DEVELOPMENT INC C/O R L BOWLING III	\$399.00	1
5980 JOHANNSEN RD	IDEA PUBLIC SCHOOLS	\$918.50	1
PID #S987-999-0110-1050	TROPICANA DEVELOPMENT INC	\$426.00	1
1551 REDD RD	PAJ LAND HOLDINGS II LLC	\$548.00	1
1101 BORDERLAND RD	RIO VALLEY LLC	\$322.00	1
1299 SOUTHWESTERN DR	MARCENA SARAH	\$362.50	1
741 KAPRIZ AVE	GUERRA LADISLADA	\$500.00	1
PID# B202-999-0960-0100	LUCIANO DON	\$399.25	2
PID #H453-999-0350-2900	SCHMIDT-MAYO MARY L	\$615.00	2
1111 N STEVENS ST	MAVERICK RELIANCE HOLDINGS LLC	\$450.00	2
5604 EL PASO DR	ESCOBEDO GRACIELA	\$381.00	2
3805 BLISS AVE	MIRANDA RALPH	\$355.00	2
4100 FLORY AVE	MORENO FERNANDO & CATHY	\$487.00	2
816 N ESTRELLA ST	READ LUCY & 3 (LE) C/O EVA M JACKSON	\$359.50	2
PID #S917-999-002J-0600	BUJALIL SPINOLA FELIPE A	\$608.25	2
3423 DOUGLAS AVE	ESPINOZA DOLORES	\$355.00	2
8327 ECLIPSE ST	VAYNE SUSAN A	\$473.00	2
3622 DOUGLAS AVE	ROCHA JOSE & JOSE JR	\$352.00	2
PID #L447-999-0300-0100	GANDARILLA JOSE R & MA SILVINA R D	\$745.50	2
3314 CRAIGO AVE	DIAZ-BALL FERNANDO L & CELIA R	\$790.00	2
8700 MAGNETIC ST	VERSUSFNF LIMITED LLC	\$2,278.00	2

5029 BENNING AVE	FLORES SHELLEY & CHRISTOPHER	\$339.00	2
705 FELIZ RD	MARTINEZ GERARDO & DIAZ RUBI	\$336.00	2
252 VAL VERDE ST	HERNANDEZ BELEN S	\$1,137.00	2
536 MAUER DR B	ONTIVEROS AUDREY T M	\$476.50	3
4625 ROBERT HOLT DR	ARCE LUIS & ANAYSA V	\$343.50	4
14246 GIL REYES DR	SRISATHITH NUTTHAPON	\$378.00	5
14804 LONG SHADOW AVE	RAMIREZ MATHEW M	\$369.00	5
11801 KINGS ARMS CT	FAMILY TRUST OF SERGIO F MENDEZ	\$358.00	6
230 PASODALE RD	RODRIGUEZ ROSA M	\$367.50	7
129 VENTURA DR	RODRIGUEZ RITA L	\$284.00	7
PID #M327-999-0120-1400	LUCAS PAULA E	\$348.50	8
PID #X581-999-2220-0262	MORENO ROBERTO	\$595.00	8
201 DESERT PASS ST	RADLOGIC LLC	\$415.00	8
233 VISTA BONITA ST	LYNUM EDWIN J & SHEILA M	\$580.00	8
8604 LAKEHURST RD REAR	FOSTER-SHWARTZ DEVELOPMENT COR	\$338.00	8



El Paso, TX

300 N. Campbell
El Paso, TX

Legislation Text

File #: 23-974, 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.

Districts 2 and 8

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

AGENDA LANGUAGE:

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

That the Demolition liens on the attachment posted with this agenda be approved (See Attachment B).

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

AGENDA DATE: August 1, 2023

PUBLIC HEARING DATE: N/A

CONTACT PERSON(S) NAME AND PHONE NUMBER: Nicholas Ybarra, (915) 212-6000

DISTRICT(S) AFFECTED: All

STRATEGIC GOAL: Goal 3 – Promote the Visual Image of El Paso

SUBGOAL:

SUBJECT:

That the Demolition liens on the attachment posted with this agenda be approved (See Attachment B).

BACKGROUND / DISCUSSION:

N/A

PRIOR COUNCIL ACTION:

N/A

AMOUNT AND SOURCE OF FUNDING:

N/A

HAVE ALL AFFECTED DEPARTMENTS BEEN NOTIFIED? ☒ YES ☐ NO

PRIMARY DEPARTMENT: Environmental Services Department

SECONDARY DEPARTMENT:

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

DEPARTMENT HEAD:

Nicholas H. Ybarra

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

ATTACHMENT B
DEMOLITION LIENS

August 1, 2023

Address	Owner of Record	Amount	District
5621 DAILEY AVE	HERNANDEZ, MARIA	\$7,713.40	2
16 BRONZE CREST LN	FONG, IRMA	\$42,721.80	8
3214 PERA AVE	CARO, MAGDA	\$10,470.35	8

RESOLUTION

WHEREAS, in accordance with Chapter 2.38 of the El Paso City Code, HERNANDEZ, MARIA, in accordance with Chapter 2.38.070 and 2.38.080 of the El Paso City Code, after due notice and hearing, the City Council of the City of El Paso ordered the owner of the hereinafter described property to vacate the building, and relocate the tenants on said property and clear the property of all rubbish and debris, and the owner having failed after due notice to comply with such ORDER, the [ENVIRONMENTAL SERVICES], under the Building Official instructions, proceeded to vacate the Building, relocate the tenants, secure and maintain the Building secure until repaired or demolished, and clean the property of all rubbish and debris; and

WHEREAS, the Director of the Environmental Services Department has reported the cost of doing such work in the amount hereinafter set forth.

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

1. The City Council determines its reasonable expenses including administrative costs and the cost of removing the accumulated trash, vegetation and weeds or other rubbish located on the property known as:

5621 Dailey Ave, more particularly described as Lots 6 & 7 & E 1
FT OF 8 (6120 SQ FT), Block 8, BRENTWOOD HEIGHTS
Subdivision, City of El Paso, El Paso County, Texas, PID #B724-
999-0080-1600

to be \$7,713.40, in accordance with the El Paso City Code Section 2.38.070 and 2.38.080 and the Texas Health & Safety Code Section 342.007. The City Council finds that the work was completed on the 14th day of May, 2022, and approves the costs described herein.

2. The City Council, in accordance with Chapter 2.38.070 and 2.38.080 of the El Paso City Code, declares the above total amount SEVEN THOUSAND SEVEN HUNDRED THIRTEEN AND 40/100 DOLLARS (\$7,713.40) to be a lien on the above described property, said amount being due and payable within ten (10) days from the date of City Council approval, and thereafter bearing ten percent (10%) interest per annum.

3. The City Clerk is directed to give notice of the lien by filing a copy of this Resolution for record with the County Clerk.

4. All records of the City Clerk's office relating to the proceeding against the above described property are made a part of this Resolution by reference.

PASSED AND APPROVED this _____ day of _____, 20__.


CITY OF EL PASO:

Oscar Leeson
Mayor

ATTEST:


Laura D. Prine
City Clerk

APPROVED AS TO FORM:



Wendi N. Vineyard
Assistant City Attorney

APPROVED AS TO CONTENT:



Nicholas Ybarra, P.E., Director
Environmental Services Department

(ACKNOWLEDGEMENT ON FOLLOWING PAGE)

ACKNOWLEDGEMENT

STATE OF TEXAS)
)
COUNTY OF EL PASO)

This instrument was acknowledged before me on this ____ day of _____, 20__,
by Oscar Leaser, as Mayor, of the City of El Paso.

Notary Public, State of Texas
Notary's Printed or Typed Name:

My Commission Expires:

PREPARED IN THE OFFICE OF:

Office of the City Attorney
P.O Box 1890
El Paso, Texas 79950-1890

FOR PAY-OFF INFORMATION PLEASE CONTACT:

Environmental Services Department
7968 San Paulo
El Paso, Texas 79907
(915) 212-6000

RESOLUTION

WHEREAS, in accordance with Chapter 2.38 of the El Paso City Code, FONG, IRMA, in accordance with Chapter 2.38.070 and 2.38.080 of the El Paso City Code, after due notice and hearing, the City Council of the City of El Paso ordered the owner of the hereinafter described property to vacate the building, and relocate the tenants on said property and clear the property of all rubbish and debris, and the owner having failed after due notice to comply with such ORDER, the [ENVIRONMENTAL SERVICES], under the Building Official instructions, proceeded to vacate the Building, relocate the tenants, secure and maintain the Building secure until repaired or demolished, and clean the property of all rubbish and debris; and

WHEREAS, the Director of the Environmental Services Department has reported the cost of doing such work in the amount hereinafter set forth.

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

1. The City Council determines its reasonable expenses including administrative costs and the cost of removing the accumulated trash, vegetation and weeds or other rubbish located on the property known as:

16 Bronze Crest Ln, more particularly described as Lot 4 (10971.0 S F), Block 3, SIERRA CREST REPLAT E Subdivision, City of El Paso, El Paso County, Texas, PID #S365-999-0030-0700

to be \$42,721.80, in accordance with the El Paso City Code Section 2.38.070 and 2.38.080 and the Texas Health & Safety Code Section 342.007. The City Council finds that the work was completed on the 12th day of August, 2022, and approves the costs described herein.

2. The City Council, in accordance with Chapter 2.38.070 and 2.38.080 of the El Paso City Code, declares the above total amount FORTY TWO THOUSAND SEVEN HUNDRED TWENTY ONE AND 80/100 DOLLARS (\$42,721.80) to be a lien on the above described property, said amount being due and payable within ten (10) days from the date of City Council approval, and thereafter bearing ten percent (10%) interest per annum.

3. The City Clerk is directed to give notice of the lien by filing a copy of this Resolution for record with the County Clerk.

4. All records of the City Clerk's office relating to the proceeding against the above described property are made a part of this Resolution by reference.

PASSED AND APPROVED this _____ day of _____, 20__.


CITY OF EL PASO:

Oscar Leeson
Mayor

ATTEST:


Laura D. Prine
City Clerk

APPROVED AS TO FORM:



Wendi N. Vineyard
Assistant City Attorney

APPROVED AS TO CONTENT:



Nicholas Ybarra, P.E., Director
Environmental Services Department

(ACKNOWLEDGEMENT ON FOLLOWING PAGE)

ACKNOWLEDGEMENT

STATE OF TEXAS)
)
COUNTY OF EL PASO)

This instrument was acknowledged before me on this ____ day of _____, 20__,
by Oscar Leaser, as Mayor, of the City of El Paso.

Notary Public, State of Texas
Notary's Printed or Typed Name:

My Commission Expires:

PREPARED IN THE OFFICE OF:

Office of the City Attorney
P.O Box 1890
El Paso, Texas 79950-1890

FOR PAY-OFF INFORMATION PLEASE CONTACT:

Environmental Services Department
7968 San Paulo
El Paso, Texas 79907
(915) 212-6000

RESOLUTION

WHEREAS, in accordance with Chapter 2.38 of the El Paso City Code, CARO, MAGDA, in accordance with Chapter 2.38.070 and 2.38.080 of the El Paso City Code, after due notice and hearing, the City Council of the City of El Paso ordered the owner of the hereinafter described property to vacate the building, and relocate the tenants on said property and clear the property of all rubbish and debris, and the owner having failed after due notice to comply with such ORDER, the [ENVIRONMENTAL SERVICES], under the Building Official instructions, proceeded to vacate the Building, relocate the tenants, secure and maintain the Building secure until repaired or demolished, and clean the property of all rubbish and debris; and

WHEREAS, the Director of the Environmental Services Department has reported the cost of doing such work in the amount hereinafter set forth.

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

1. The City Council determines its reasonable expenses including administrative costs and the cost of removing the accumulated trash, vegetation and weeds or other rubbish located on the property known as:

3214 Pera Ave, more particularly described as Lots 25 & E 1/2 OF
26 (5250 SQ FT), Block 4, EAST EL PASO Subdivision, City of El
Paso, El Paso County, Texas, PID #E014-999-0040-5700

to be \$10,470.35, in accordance with the El Paso City Code Section 2.38.070 and 2.38.080 and the Texas Health & Safety Code Section 342.007. The City Council finds that the work was completed on the 19th day of August, 2022, and approves the costs described herein.

2. The City Council, in accordance with Chapter 2.38.070 and 2.38.080 of the El Paso City Code, declares the above total amount TEN THOUSAND FOUR HUNDRED SEVENTY AND 35/100 DOLLARS (\$10,470.35) to be a lien on the above described property, said amount being due and payable within ten (10) days from the date of City Council approval, and thereafter bearing ten percent (10%) interest per annum.

3. The City Clerk is directed to give notice of the lien by filing a copy of this Resolution for record with the County Clerk.

4. All records of the City Clerk's office relating to the proceeding against the above described property are made a part of this Resolution by reference.

PASSED AND APPROVED this _____ day of _____, 20__.


CITY OF EL PASO:

Oscar Leeson
Mayor

ATTEST:


Laura D. Prine
City Clerk

APPROVED AS TO FORM:



Wendi N. Vineyard
Assistant City Attorney

APPROVED AS TO CONTENT:



Nicholas Ybarra, P.E., Director
Environmental Services Department

(ACKNOWLEDGEMENT ON FOLLOWING PAGE)

ACKNOWLEDGEMENT

STATE OF TEXAS)
)
COUNTY OF EL PASO)

This instrument was acknowledged before me on this ____ day of _____, 20__,
by Oscar Leeser, as Mayor, of the City of El Paso.

Notary Public, State of Texas
Notary's Printed or Typed Name:

My Commission Expires:

PREPARED IN THE OFFICE OF:

Office of the City Attorney
P.O Box 1890
El Paso, Texas 79950-1890

FOR PAY-OFF INFORMATION PLEASE CONTACT:

Environmental Services Department
7968 San Paulo
El Paso, Texas 79907
(915) 212-6000

ATTACHMENT B
DEMOLITION LIENS

August 1, 2023

Address	Owner of Record	Amount	District
5621 DAILEY AVE	HERNANDEZ, MARIA	\$7,713.40	2
16 BRONZE CREST LN	FONG, IRMA	\$42,721.80	8
3214 PERA AVE	CARO, MAGDA	\$10,470.35	8



Legislation Text

File #: 23-999, Version: 1

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

DISTRICT, DEPARTMENT, CONTACT INFORMATION:

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

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

District 7

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

Planning and Inspections, Luis Zamora, (915) 212-1552

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 Lot 1, Block 1, Bowen Industrial, 8250 North Loop Drive, 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.

The proposed detailed site development 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: 8250 North Loop Drive

Applicant: Orion Three Kings, LLC, PZDS22-00012

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

AGENDA DATE: August 1, 2023
PUBLIC HEARING DATE: August 1, 2023

CONTACT PERSON(S) NAME AND PHONE NUMBER: Philip F. Etiwe, (915) 212-1553
Luis Zamora, (915) 212-1552

DISTRICT(S) AFFECTED: District 7

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 Lot 1, Block 1, Bowen Industrial, 8250 North Loop Drive, 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.

The proposed detailed site development 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: 8250 North Loop Drive
Applicant: Orion Three Kings, LLC, PZDS22-00012

BACKGROUND / DISCUSSION:

The applicant is requesting approval of a detailed site development plan to allow an existing office warehouse and a proposed self-storage warehouse uses. City Plan Commission recommended 6-0 to approve the proposed detailed site development plan on May 18, 2023. As of July 18, 2023, the Planning Division has not received any communication in support or opposition to the detailed site development plan approval 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:

Kevin Smith for Philip Etiwe

RESOLUTION

A RESOLUTION APPROVING A DETAILED SITE DEVELOPMENT PLAN FOR LOT 1, BLOCK 1, BOWEN INDUSTRIAL, 8250 NORTH LOOP DRIVE, 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, Orion Three Kings, 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 C-4/C/SP (COMMERCIAL/CONDITION/SPECIAL PERMIT) AND C-4/SC (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 "A"** 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 an application; and

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 allow an office warehouse and self-storage warehouse as required per Section 20.04.150, on the following described property which is located in a C-4/c/sc (Commercial/condition/special contract) and C-4/sc (Commercial/special contract) District:

Lot 1, Block 1, Bowen Industrial, 8250 North Loop Drive, City of El Paso,
El Paso County, Texas.

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 "A"** 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 C-4/c/sc (Commercial/condition/special contract) and C-4/sc (Commercial/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 C-4/c/sc (Commercial/condition/special contract) and C-4/sc (Commercial/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 _____, 2023.

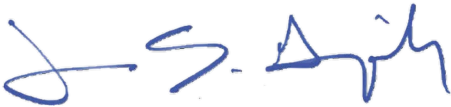
THE CITY OF EL PASO

Oscar Leeser
Mayor

ATTEST:

Laura D. Prine
City Clerk

APPROVED AS TO FORM:



Juan S. Gonzalez
Assistant City Attorney

APPROVED AS TO CONTENT:

 for

Philip F. Etiwe, Director
Planning & Inspections Department

(Agreement on following page)

DEVELOPMENT AGREEMENT

By execution hereof, ORION THREE KINGS, 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 C-4/c/sc (Commercial/condition/special contract) and C-4/sc (Commercial/special contract) District located within the City of El Paso.

EXECUTED this 16th day of July, 2023.

ORION THREE KINGS, LLC

By: [Signature]

ACKNOWLEDGMENT

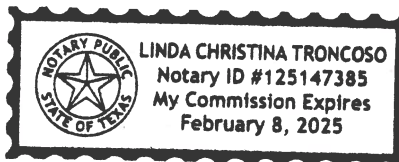
THE STATE OF TEXAS)
)
COUNTY OF EL PASO)

This instrument is acknowledged before me on this 16th day of July, 2023, by Joe DeRobbio, in his legal capacity on behalf of Orion Three Kings, LLC

[Signature]
Notary Public, State of Texas

My Commission Expires:

2-8-25



FILE: P:\2037 Orion Three Kings\12157 - 8250 N Loop Site Dev\CAD\Sheets\IMP\DETAILED SITE PLAN.dwg LAYOUT: DETAILED SITE PLAN 1 OF 1 DATE: 5/3/2023 8:16:01 AM BY: ALVAREZ

- NOTES:
1. SITE IMPROVEMENTS USED FOR SELF STORAGE/ HEAVY TRUCK STORAGE (RECREATIONAL VEHICLE STORAGE.)
 2. ZONING:
EXISTING : C-4
PROPOSED : C-4

CHAPTER 20.24
APPENDIX B-TABLE OF DENSITY AND DIMENSIONAL STANDARDS

ZONING DISTRICT	BUILDING SETBACKS (IN FEET)				
	MIN FRONT	MIN REAR	MIN SIDE YARD	MIN SIDE STREET YARD	MAX HEIGHT LIMITATION
C-4	0	10	10 WHEN ABUTTING A RESIDENTIAL OR APARTMENT DISTRICT	10	60'

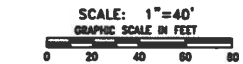
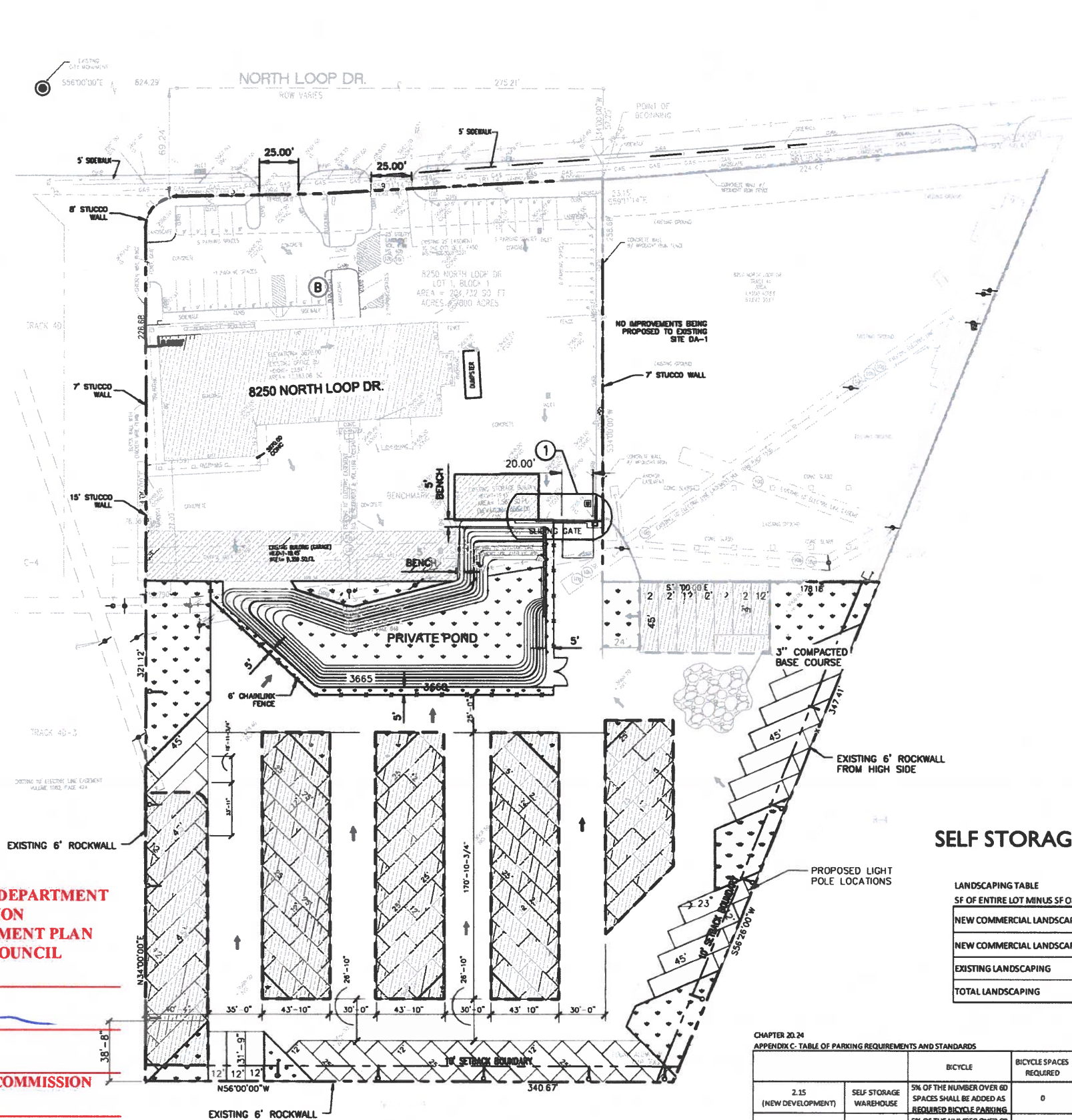
PLANNING & INSPECTIONS DEPARTMENT
PLANNING DIVISION
DETAILED SITE DEVELOPMENT PLAN
APPROVED BY CITY COUNCIL

7/7/2023
DATE

Kevin Smith
APPLICANT

EXECUTIVE SECRETARY, CITY PLAN COMMISSION

CITY MANAGER



- LEGEND
- SUBDIVISION BOUNDARY
 - PROPOSED ROCKWALL
 - PROPOSED CHAINLINK FENCE
 - MAJOR CONTOURS
 - MINOR CONTOURS
 - EXISTING CONTOURS
 - EXISTING CONTOURS
 - PROPOSED RETAINING WALL
 - DIRECTION OF FLOW
 - CONTOUR
 - PROPOSED LANDSCAPING
 - 20' SNOWBALL MODEL SB-TS 150w LED OUTDOOR AREA/ PARKING LUMINAIRES
 - BICYCLE PARKING SPACES (3)
 - 16' AWNING

SELF STORAGE (RV STORAGE)

LANDSCAPING TABLE
SF OF ENTIRE LOT MINUS SF OF BUILDING(S), MULTIPLIED BY 15%

NEW COMMERCIAL LANDSCAPING REQUIRED	20,159 SF
NEW COMMERCIAL LANDSCAPING PROVIDED	21,890 +/- SF
EXISTING LANDSCAPING	5,100 +/- SF
TOTAL LANDSCAPING	26,990 +/- SF

CHAPTER 20.24
APPENDIX C- TABLE OF PARKING REQUIREMENTS AND STANDARDS

	BICYCLE	BICYCLE SPACES REQUIRED	BICYCLE SPACES PROVIDED	MINIMUM AUTOMOBILE	PARKING LOTS REQUIRED	PASSENGER CAR PARKING LOTS PROVIDED	RV STORAGE SPACES
2.15 (NEW DEVELOPMENT)	SELF STORAGE WAREHOUSE	5% OF THE NUMBER OVER 60 SPACES SHALL BE ADDED AS REQUIRED BICYCLE PARKING	0	0	1/576 SF OF GFA OFFICE PLUS 1/7200 SF OF GFA	N/A (NO BUILDING BEING PROPOSED)	0
2.13 (EXISTING DEVELOPMENT)	OFFICE/ OFFICE WAREHOUSE	5% OF THE NUMBER OVER 60 SPACES SHALL BE ADDED AS REQUIRED BICYCLE PARKING	0	3	1/576 SF OF GFA OFFICE	24	32

TRE & ASSOCIATES
Engineering Solutions
119 Ames Park Drive, Suite 200 • 8101 W. Courtyard Dr., Suite 100
Dallas, Texas 75241 • 972-384-4000
Office: (972) 384-4000
Fax: (972) 384-4000

PROJECT NO. 2037-12157	DESIGNED BY: TRE		
DWG FILE DETAILED SITE PLAN	DRAWN BY: TRE		
DATE: NOVEMBER 2022	CHECKED BY: LCT		
NO.	BY	DATE	REVISION DESCRIPTION

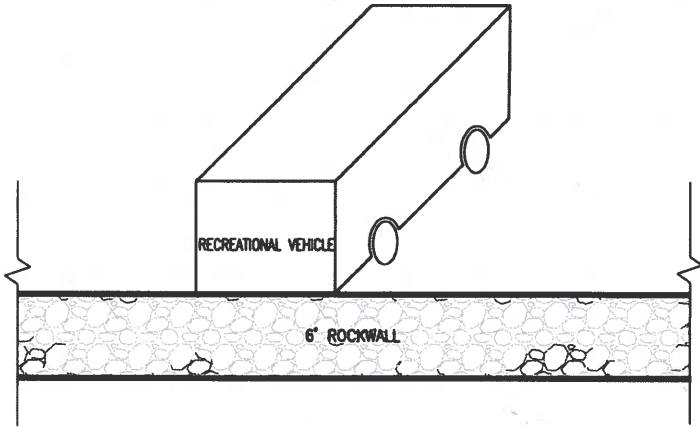
8250 NORTH LOOP
DETAILED SITE DEVELOPMENT
PLAN
BOWEN INDUSTRIAL
LOT 1, BLOCK 1

DETAILED SITE
DEVELOPMENT PLAN
1 OF 2

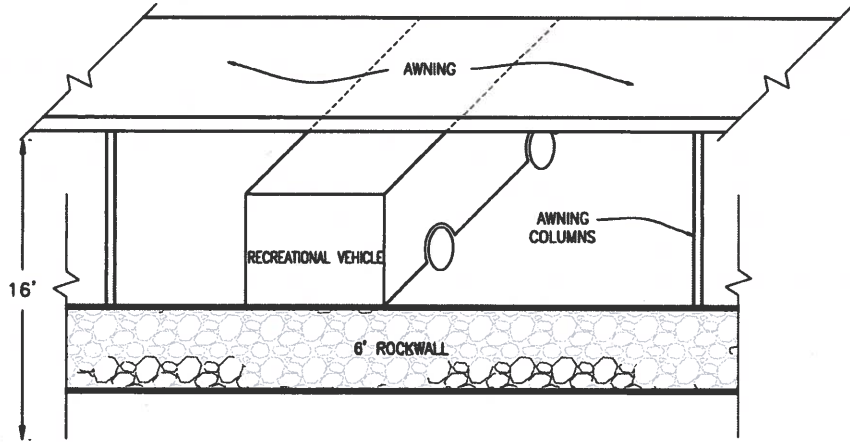
NOTICE:
ALTERATION OF A SEALED
DRAWING WITHOUT PROPER
NOTIFICATION TO THE
RESPONSIBLE ENGINEER IS
A VIOLATION OF THE TEXAS
ENGINEERING PRACTICE ACT.

Linda C. Troncoso
LINDA C. TRONCOSO
92039
LICENSED PROFESSIONAL ENGINEER
5/5/2023

SHEET 1 OF 2



EAST ELEVATION
SCALE: N.T.S.



WEST ELEVATION
SCALE: N.T.S.



NORTH ELEVATION



NORTH ELEVATION



Engineering Solutions

110 Main Street, Suite 200
Burlington, MA 01803
Tel: (978) 688-4000
Fax: (978) 688-4001

PROJECT NO.	2037-12157	DESIGNED BY:	TRE
DWG FILE:	DETAILED SITE PLAN	DRAWN BY:	TRE
DATE:	NOVEMBER 2023	CHECKED BY:	LCT
NO.	BY	DATE	REVISION DESCRIPTION

8250 NORTH LOOP
DETAILED SITE DEVELOPMENT
PLAN
BOWEN INDUSTRIAL
LOT 1, BLOCK 1

DETAILED SITE
DEVELOPMENT PLAN
2 OF 2

NOTICE:
ALTERATION OF A SEALED
DRAWING WITHOUT PROPER
NOTIFICATION TO THE
RESPONSIBLE ENGINEER IS
A VIOLATION OF THE TEXAS
ENGINEERING PRACTICE ACT.



8250 North Loop

City Plan Commission —May 18, 2023

SITE PLAN



CASE NUMBER:	PZDS22-00012
CASE MANAGER:	Luis Zamora, (915) 212-1552, ZamoraLF@elpasotexas.gov
PROPERTY OWNER:	Orion Three Kings, LLC
REPRESENTATIVE:	TRE & Associates
LOCATION:	8250 North Loop Dr. (District 7)
PROPERTY AREA:	3.07 acres
REQUEST:	Detailed Site Development Plan Approval per Ordinance No. 5029 and Ordinance No. 18116
RELATED APPLICATIONS:	None
PUBLIC INPUT:	None

SUMMARY OF REQUEST: Applicant is requesting approval of a detailed site development plan as required per conditions under Ordinance No. 5029 and Ordinance No. 18116, which requires City Plan Commission and City Council approval. The detailed site development plan shows an existing office warehouse and a proposed self-storage warehouse.

SUMMARY OF STAFF'S RECOMMENDATION: Staff recommends **APPROVAL** of the request. The proposed development is consistent with surrounding uses and meets the requirements of El Paso City Code Section 20.04.150 Detailed Site Development Plan. Furthermore, the development complies with the G-3, Postwar future land use designation of *Plan El Paso*, the City's adopted Comprehensive Plan.

PZDS22-00012



This map is designed for illustrative purposes only. The features depicted here are approximate and more site-specific studies may be required to draw accurate conclusions. Enlargements of this map to scales greater than its original can induce errors and may lead to misinterpretations of the data. The Planning & Inspections Department Planning Division makes no claim to its accuracy or completeness.



0 45 90 180 270 360 Feet



Figure A. Site Plan Superimposed on Aerial Imagery

DESCRIPTION OF REQUEST: Applicant is requesting approval of a detailed site development plan as required per conditions under Ordinance No. 5029 and Ordinance No. 18116, which requires approval by the City Plan Commission and City Council prior to development. The property consists of an existing office warehouse of 12,183 square feet, a garage of 6,359 square feet, and a storage building of 1,562 square feet. There are also six (6) proposed canopies to be placed over recreational vehicle storage areas ranging from 3,780 square feet to about 7,500 square feet in size and maximum height of sixteen feet (16'). There are thirty-three (33) vehicular parking spaces serving the existing office warehouse, with no additional parking spaces required per the self-warehouse use. Also, a private pond is proposed within the development. Main access to the property is from North Loop Drive.

PREVIOUS CASE HISTORY: City Council approved rezoning the property to C-4 (Commercial) on March 19, 1973 through Ordinance No. 5029 and imposing conditions through a special contract. Ordinance No. 5029 and the special contract were later amended multiple times in August, 19, 1980, February 1, 1983, and January 30, 1990 with the latter releasing all previous conditions and imposing new ones (attachment 3). In addition, Ordinance No. 5029 was amended one final time by Ordinance No. 18116 (attachment 4), which is applicable only to a portion of the subject property. The detailed site development plan complies with all applicable zoning conditions, which are as follows.

Applicable conditions per Ordinance No. 5029:

1. Prior to issuance of any building permits, a detailed site development plan must be approved by the City Plan Commission and City Council.
2. As an incident to the other commercial uses which will be placed upon the Property, the current owners agree that an indoor motion picture theater will be constructed on the Property.
3. Although otherwise permitted in the C-2 Commercial District, the following uses are expressly prohibited on the Property:
 - a. hotel, motel or motor lodge;
 - b. miniature golf course;
 - c. trailer, mobile home or RV sales repair and display;
 - d. trampoline center;
 - e. temporary non-accessory tents;
 - f. family home and multi-family dwelling;
 - g. drum and barrel reconditioning;

Note: The proposed development complies with the applicable imposed conditions.

Applicable Conditions per Ordinance No. 18116:

1. That the condition requiring a detailed site development plan be approved by the City Plan Commission and City Council prior to building permits be amended to require a detailed site development plan to be approved as per City Code prior to building permits.

Note: Approval by City Council is required due to condition per Ordinance No. 5029 on the other portion of the property.

Furthermore, a portion of the subject property was granted a special permit for infill development through Ordinance No. 18117, passed on January 2, 2014 (attachment 5). This special permit is no longer applicable due to past changes to the property.

COMPATIBILITY WITH NEIGHBORHOOD CHARACTER: The existing use of office warehouse and the proposed use of self-storage warehouse are in character with the surrounding area. Properties adjacent to the northwest and southwest are zoned C-4/sc (Commercial/special contract) and are currently vacant. Adjacent properties to the southeast are zoned C-4/c (Commercial/conditions) and R-4 (Residential) and are vacant as well. Properties across North Loop Drive to the northeast are zoned A-O (Apartment/Office), C-2/c (Commercial/conditions) and C-1 (Commercial) and consist of multifamily and a medical office. The closest park is Lomaland Park located within 0.60 miles and the closest school is Del Valle Middle School located within 1.38 miles.

COMPLIANCE WITH <i>THE ZONING ORDINANCE</i> – 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. An approved detailed site development plan is required per conditions under Ordinance No. 5029 and Ordinance No. 18116. City Plan Commission and City Council approval is required prior to any development on the property.
Compatibility with Zoning Regulations: The zoning district permits the proposed use, and all applicable regulations are met C-4 (Commercial) District: The purpose of this district is to provide for locations for the most intensive commercial uses intended to serve the entire city. It is intended that the district regulations permit heavy commercial uses characterized by automotive and light warehousing. The regulations of the districts are intended to provide a transition from general business areas to industrial and manufacturing uses, and to accommodate major locations of commerce, service and employment activities.	Yes. The use of office warehouse and self-storage warehouse is permitted by right in the C-4 (Commercial) zone district. The detailed site development plan complies with all requirements per the base zone 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.	None. The subject property is not located within any Historic Overlay District nor any other special designation areas.
Potential Adverse Effects: Potential adverse effects that might be caused by approval or denial of the special permit.	None. There are no anticipated adverse impacts from the approval of the Detailed Site Development Plan request.
Natural Environment: Anticipated effects on the natural environment.	There are no anticipated effects on the natural environment.

ADEQUACY OF PUBLIC FACILITIES, SERVICES AND INFRASTRUCTURE: The subject property abuts North Loop Drive, classified as a Major Arterial per the City of El Paso’s Major Thoroughfare Plan (MTP) and is appropriate to serve the proposed uses. There are existing sidewalks around the development to include a buffered bike lane along North Loop Drive on the subject property’s side. Sun Metro’s routes 63 and 86 provide service along North Loop Drive, with a bus stop facility located less than 0.01 miles away.

SUMMARY OF DEPARTMENTAL REVIEW COMMENTS: No adverse comments from reviewing departments.

PUBLIC COMMENT: Notices are not required per El Paso City Code Section 20.04.150.

CITY PLAN COMMISSION OPTIONS:

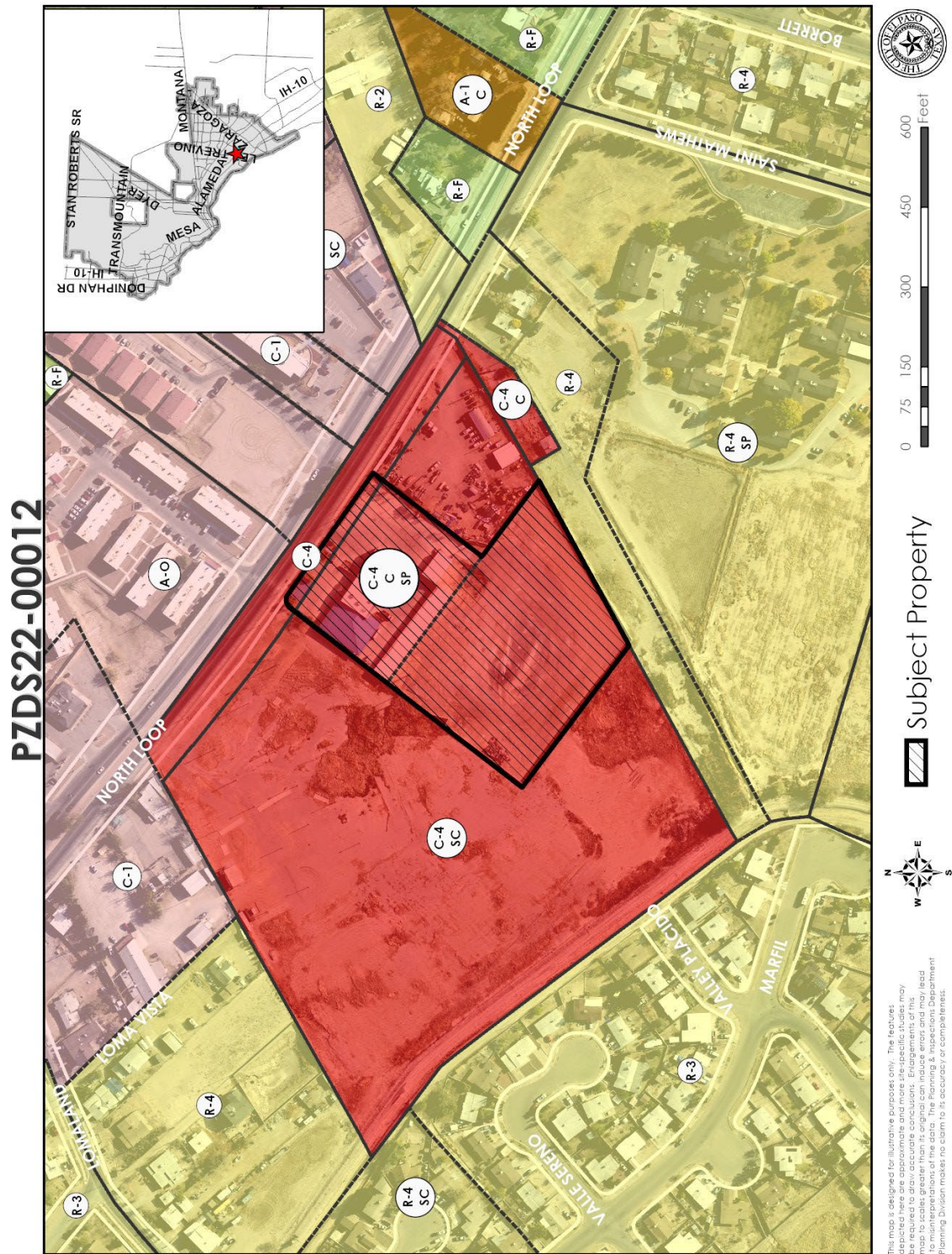
The purpose of the Zoning Ordinance is to promote the health, safety, morals and general welfare of the City. The City Plan Commission (CPC) has the authority to advise City Council on Zoning matters. In evaluating the request, the CPC may take any of the following actions:

1. **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. **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. **Recommend Denial** of the Detailed Site Development Plan, 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.

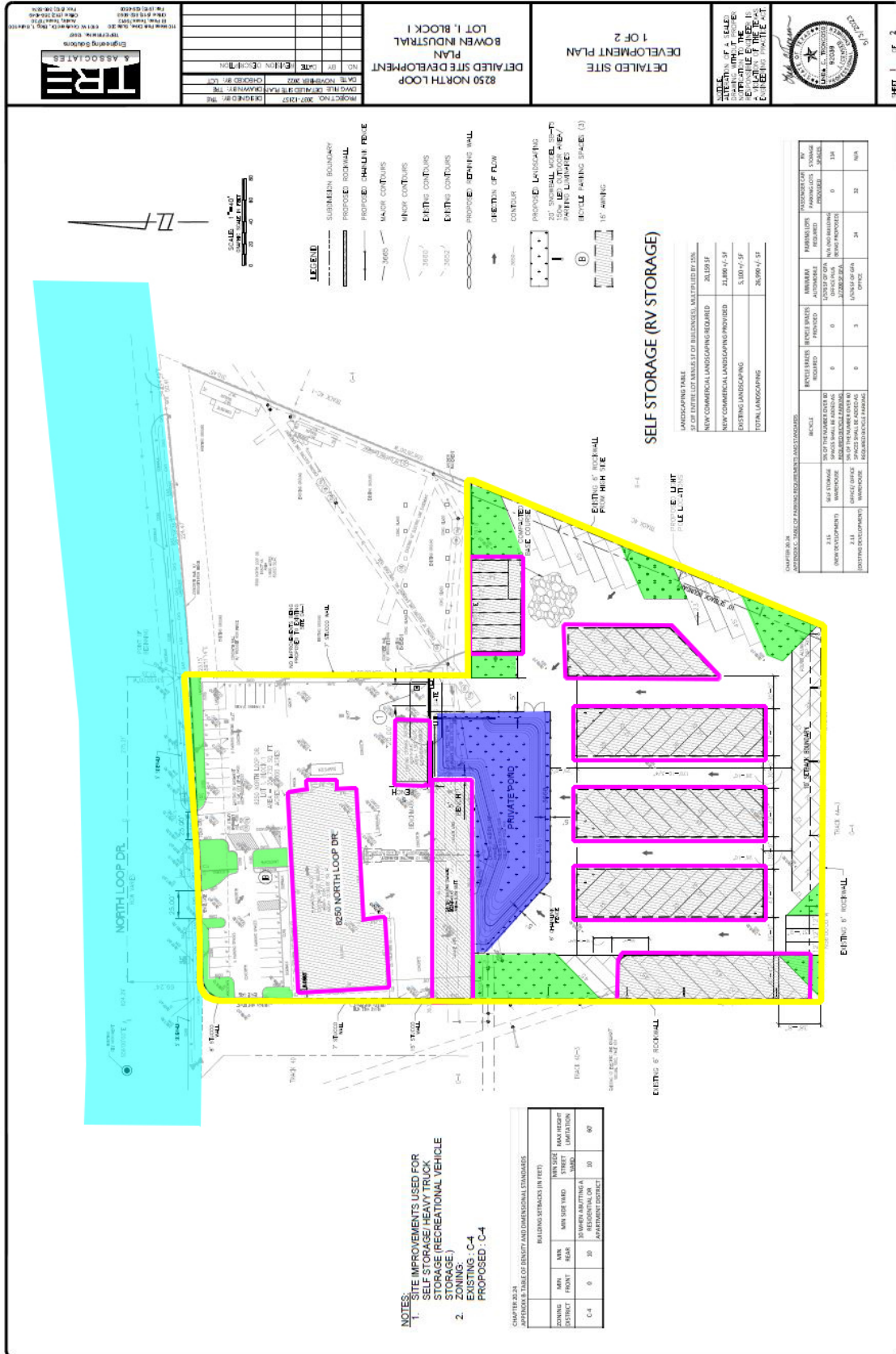
ATTACHMENTS:

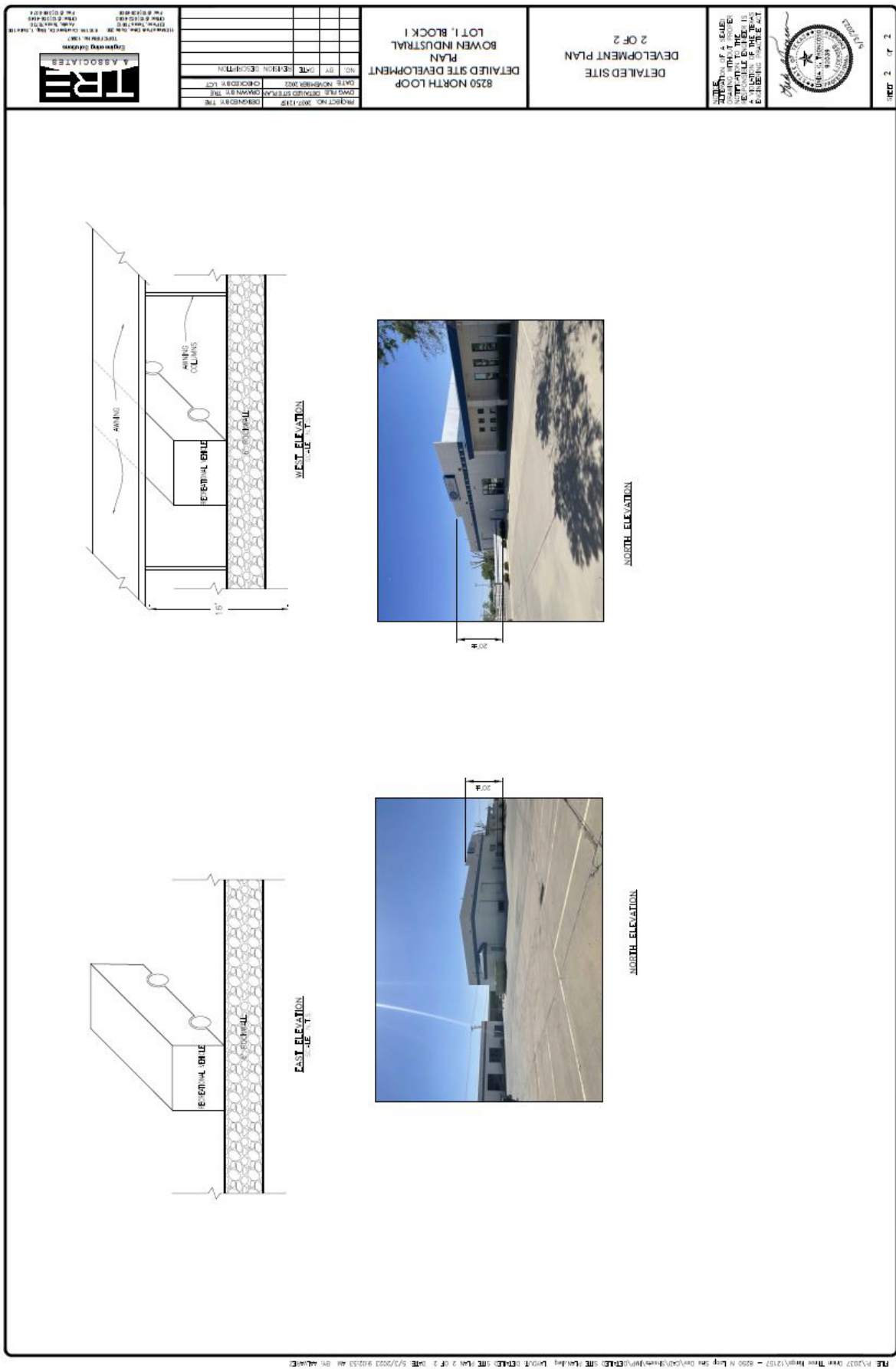
1. Zoning Map
2. Detailed Site Plan
3. Ordinance No. 5029
4. Ordinance No. 18116
5. Ordinance No. 18117
6. Department Comments

ATTACHMENT 1



ATTACHMENT 2





ATTACHMENT 3

ORDINANCE
5029

STATE OF TEXAS)
COUNTY OF EL PASO) CONTRACT AMENDMENT

This Contract Amendment is executed the 30th day of January, 1990.

WHEREAS, Western Loop, Inc., and L.R. Dollison, hereinafter referred to collectively as the "Owners" requested a zoning change with regard to the following real property:

Tracts 4A and 4D, Block 12, Ysleta Grant, an Addition to the City of El Paso, El Paso County, Texas, more particularly described by metes and bounds in Exhibit "A" attached hereto and incorporated herein by reference (the "Property");

WHEREAS, in order to overcome certain objections to such rezoning, one certain contract dated February 1, 1983, (the "Contract") was executed by and between the Owners and the City of El Paso to place certain restrictions, conditions, and covenants against the property. A true and correct copy of the contract is attached hereto as Exhibit "A" and incorporated herein by reference;

WHEREAS, the use of the Property was specifically limited to use as a site for a drive-in motion picture theater on one parcel and for use or uses permitted in the C-2 zoning district on the other parcel; and

WHEREAS, the current owner of the property, ^{W.L.} Ferman, Inc., a Texas corporation, has requested that the City of El Paso modify the restrictions, covenants and conditions to permit uses allowed in the C-4 zoning district; and

Page 1 of 4

Case 122,3697

WHEREAS, the City of El Paso has agreed to said modification to the restrictions, covenants and conditions subject to the limitations contained herein.

NOW, THEREFORE, in consideration for the City's agreement to modify the Contract, the parties specifically agree as follows:

1. Prior to the issuance of any building permits, a detailed site development plan must be approved by the City Plan Commission and City Council.
2. As an incident to the other commercial uses which will be placed upon the Property, the current owners agree that an indoor motion picture theater will be constructed on the Property.
3. Although otherwise permitted in the C-4 Commercial District, the following uses are expressly prohibited on the Property:
 - a. hotel, motel or motor lodge;
 - b. miniature golf course;
 - c. trailer, mobile home or RV sales repair and display;
 - d. trampoline center;
 - e. temporary non-accessory tents;
 - f. family home and multi-family dwelling;
 - g. drum and barrel reconditioning;

These conditions run with the land, are a charge and servitude thereon, and bind the current property owner and any successors in title. The City may enforce these conditions by

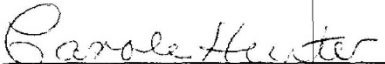
injunctions, by rescission of the zoning which is made appropriate as a result of these conditions, or by any other legal or equitable remedy. The City Council of the City of El Paso may amend or release the above restrictions, conditions and covenants at its discretion without the consent of any third party who may be benefited thereby, and without affecting the validity of the Contract or this Amendment.

Except as expressly amended herein, the Contract and all its terms shall remain in full force and effect.


CITY OF EL PASO


Mayor

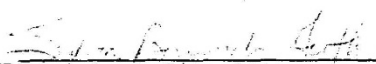
ATTEST:


City Clerk


MR. FERMAN, INC.

By: 
HORACIO FERNANDEZ, PRESIDENT
(Print Name) (Title)

APPROVED AS TO FORM:


Assistant City Attorney

APPROVED AS TO CONTENT:

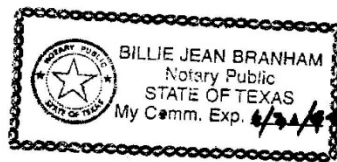

Department of Planning,
Research and Development

STATE OF TEXAS)
COUNTY OF EL PASO)

This instrument was acknowledged before me on this 23rd
day of Feb, 1990, by SUZANNE S. AZAR, as Mayor of
the City of El Paso.

Billie Jean Branham
Notary Public, State of Texas
Notary's Printed Name:

Notary's Commission Expires:



STATE OF TEXAS)
COUNTY OF EL PASO)

This instrument was acknowledged before me on this 13TH
day of MARCH, 1990, by HORACIO FERNANDEZ as
PRESIDENT of Herman, Inc.

Nicandra Gonzales
Notary Public, State of Texas
Notary's Printed Name:
NICANDRA GONZALES

Notary's Commission Expires:
MAY 16TH, 1992

SF2/019

Page 4 of 4

Plan

RESOLUTION

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

That the Mayor be authorized to execute a release of contract for a portion of Tract 4A, Block 12, Ysleta Grant and to execute a contract for a portion of Tracts 4A and 4D, Block 12, Ysleta Grant, with L. R. Dollison and Western Loop, Inc.

ADOPTED this 1st day of FEBRUARY, 1983.

[Signature]
Mayor

ATTEST:

[Signature]
City Clerk

APPROVED AS TO FORM:

[Signature]
Assistant City Attorney

I CERTIFY THAT THE FOLLOWING ZONING MAPS
HAVE BEEN REVISED: 40
____ COUNTER
____ ORIGINAL
8-3-83 CONTROL *[Signature]*

72-3697
RECEIVED
JUL 21 1983
PLANNING DEPARTMENT

DEPARTMENT
OF PLANNING

THE STATE OF TEXAS)
COUNTY OF EL PASO)

CONTRACT

This contract, made this 15th day of February, 1983,
by L. R. Dollison, individually and as president of Western Loop,
Inc., and by the City of El Paso, witnesseth:

That L. R. Dollison and Western Loop, Inc. are the owners
of a certain tract of land which was zoned by Ordinance No. 5029
and which was described generally at that time as Tract 4A, Block 12,
Ysleta Grant in the City of El Paso, El Paso County, Texas.

That since that time Tract 4A has been further parceled into
Tracts 4A and 4D with the result that the former Tract 4A and
the present Tract 4A are not the same, resulting in confusion in
applying the contract and covenant running with the land which
was passed in conjunction with Ordinance No. 5029.

That in order to eliminate this confusion the said contract
and all amendments thereto have been totally released, by separate
instrument, of equal date hereof, and the following substituted
therefor:

1. The property described by metes and bounds in the
attached Exhibit "A", which is owned by Western Loop, Inc., and
the property described by metes and bounds in the attached Exhibit
"B", which is owned by L. R. Dollison, shall be used only as a
site for a drive-in motion picture theater and for no other purpose.
No building or structure shall be erected on the property or
structurally altered thereon which is arranged or designed for
other than such permitted use.

2. The property described by metes and bounds in the attached
Exhibit "C", which is also owned by L. R. Dollison, shall be used
only for a use or uses which is a use permitted in the C-2 zoning
district.

This agreement is a restriction, condition and covenant
running with the land and a charge and servitude thereon, and
shall bind L. R. Dollison and Western Loop, Inc. and their successors
in title. Any further conveyance of the land shall contain this

Exhibit "A"

ex 122.3697

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 herefitted thereby.

WITNESS the following signatures and seals:

WESTERN LOOP, INC.

By L. R. Dollison
L.R. Dollison, President

ATTEST:

Secretary

L. R. Dollison
L.R. Dollison, individually

CITY OF EL PASO

By W. R. [Signature]
Mayor

ATTEST:

[Signature]
City Clerk

APPROVED AS TO CONTENT:

Roy Hilgard
Planning, Research and Development

APPROVED AS TO FORM:

[Signature]
Assistant City Attorney

THE STATE OF ^{New Mexico} TEXAS)
COUNTY OF ^{Doctoro} EL PASO)

This instrument was acknowledged before me on the 13th day of July, 1983, by L. R. Dollison, President of Western Loop, Inc., and L. R. Dollison, individually.

Barbara R. [Signature]
Notary Public, State of ^{New Mexico} Texas

My Commission Expires:

May 19, 1984

THE STATE OF TEXAS)
)
COUNTY OF EL PASO)

This instrument was acknowledged before me on this
1st day of February, 1983, by Jonathan Rogers
as Mayor of the City of El Paso.

Billie Jean Bearden
Notary Public, State of Texas

My Commission Expires:

6/30/84

RESOLUTION

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

That the Mayor authorized to sign an amendment to the contract dated March 20, 1973, between the City of El Paso and State National Bank.

ADOPTED this 19 day of August, 1980.

Thomas R. Rieger

Mayor

ATTEST:

W. L. Rieger

City Clerk
W. L. Rieger

542900

L.D.
Bldg. Inspection
9-25-80
R. Gonzalez

13-3697
AUG 25 1980
CITY OF EL PASO

Ord. # 5029
(3/29/73)
Contract ~~amendment~~
Amendment attached dated 8/19/80

AMENDMENT TO CONTRACT

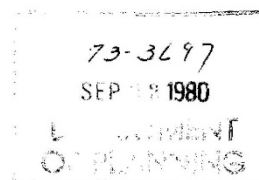
This amendment to contract, made this 12 day of September, 1980, by and between WESTERN LOOP, INC., First Party, and the CITY OF EL PASO, Second Party, witnesseth:

(1) By contract dated March 20, 1973, recorded in Book 443, Page 1259 of the Film Records of El Paso County, Texas, THE STATE NATIONAL BANK OF EL PASO, a corporation, Trustee for the indigent old people of El Paso County, Texas, and the CITY OF EL PASO, placed certain restrictions, conditions and covenants on a portion of Tract 4A, Block 12, Ysleta Grant in the City of El Paso, El Paso County, Texas. Reference is hereby made to such contract for the provisions thereof and for a metes and bounds description of the property. Such contract was amended by an instrument dated May 20, 1980 and recorded in Book 1697, Page 6320 of the deed records of El Paso County, Texas. The property is now owned by WESTERN LOOP, INC., and WESTERN LOOP, INC. and the CITY OF EL PASO now desire to further amend such contract as hereinafter provided.

(2) In consideration of the premises, the parties agree that paragraph 2 of the above described contract be and is hereby further amended to read as follows:

2. Prior to the issuance of certificates of occupancy and compliance for any building constructed on the property, First Party will, at no cost to the City, dedicate the following portions of the property to the City as a public street: a 20-foot wide strip adjacent and parallel to North Loop Road. Such street shall be dedicated in accordance with a property description to be approved by the Director of Traffic and Transportation and the City Engineer of the City of El Paso and an appropriate deed of dedication shall be executed and delivered to the City.

-1-



(3) In other respects such contract and amendment shall remain unchanged.

WITNESS the following signatures and seals:

WESTERN LOOP, INC., a corporation

ATTEST:

By L. R. Dutton -
President

Benny Shaw
Secretary

THE CITY OF EL PASO

ATTEST:

By Thomas D. Westfall
Mayor

W. W. Wright
City Clerk

APPROVED AS TO FORM:

David H. [illegible]
City Attorney

THE STATE OF TEXAS)
COUNTY OF EL PASO)

BEFORE ME, the undersigned authority, on this day personally appeared L. R. Dutton, President of WESTERN LOOP, INC., a corporation, known to me to be the person and officer whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, and in the capacity therein stated as the act and deed of said corporation.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 17th day of September, 1980.

My Commission Expires:

June 1, 1984

Georgia Maddox
Notary Public, El Paso County, Texas

AN ORDINANCE CHANGING THE ZONING
OF A PORTION OF TRACT 4A, BLOCK 12,
YSLETA GRANT, 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 portions of Tract 4A,
Block 12, Ysleta Grant be changed to C-4 within the meaning of the Zon-
ing Ordinance, and the zoning map of the City be revised accordingly:

Parcel I

Beginning at the city monument for the centerline intersection of North Loop
Road (50-foot wide) with Lomaland Drive; thence South 56° 00' 00" East along
the centerline of North Loop Road a distance of 439.90 feet; thence South 57°
37' 00" West a distance of 27.29 feet to the true point of beginning of the par-
cel being described;

Thence South 57° 37' 00" West along the boundary line between Blocks 12 and
14 a distance of 700.60 feet;

Thence South 57° 45' 00" West continuing along the boundary line between
Blocks 12 and 14 a distance of 136.40 feet to a point lying in the northeasterly
right of way line of Juan de Herrera Lateral (60-foot wide);

Thence South 58° 22' 00" East along the northeasterly right of way line of Juan
de Herrera Lateral a distance of 164.50 feet;

Thence South 40° 25' 00" East continuing along the northeasterly right of way
line of Juan de Herrera Lateral a distance of 541.29 feet;

Thence North 54° 39' 47" East a distance of 347.94 feet;

Thence North 15° 01' 00" East a distance of 281.77 feet;

Thence North 5° 35' 20" East a distance of 264.92 feet;

Thence North 16° 31' 45" East a distance of 84.39 feet to a point lying in the
southwesterly right of way line of North Loop Road;

Thence North 56° 00' 00" West along the southwesterly right of way line of
North Loop Road a distance of 229.88 feet to the point of beginning of the par-
cel being described, containing 10.452 acres, more or less.

Parcel II

Beginning at the city monument for the centerline intersection of North Loop
Road (50-foot wide) with Lomaland Drive; thence South 56° 00' 00" East along
the centerline of North Loop Road a distance of 669.78 feet; thence South 57°
37' 00" West a distance of 27.29 feet to the true point of beginning of the parcel
being described;

Note: Contract Amendment dated 5-20-80

-1-

NOTE:

*Contract Amendment
dated 8/19/80*

*Note: Contract dated 3-20-73 &
amendments dated 5-20-80 & 8-19-80 RELEASED
2-1-83. NEW CONTRACT DRAWN UP dated 2-1-83*

Thence South 16° 31' 45" West a distance of 84.39 feet;

Thence South 5° 35' 20" West a distance of 264.92 feet;

Thence South 15° 01' 00" West a distance of 281.77 feet;

Thence South 54° 39' 47" West a distance of 347.94 feet to a point lying in the northeasterly right of way line of Juan de Herrera Lateral;

Thence South 40° 25' 00" East along the northeasterly right of way line of Juan de Herrera Lateral a distance of 220.21 feet;

Thence South 25° 01' 00" East continuing along the northeasterly right of way line of Juan de Herrera Lateral a distance of 8.00 feet;

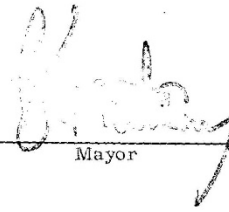
Thence North 56° 26' 00" East a distance of 1080.60 feet to a point lying in the southwesterly right of way line of North Loop Road;

Thence North 63° 42' 00" West along the southwesterly right of way line of North Loop Road a distance of 224.20 feet;

Thence North 56° 00' 00" West along the southwesterly right of way line of North Loop Road a distance of 529.42 feet to the point of beginning of the parcel being described, containing 8.665 acres more or less.

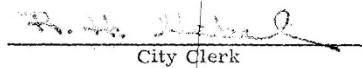
PASSED AND APPROVED this 29 day of March,

1973.



Mayor

ATTEST:



City Clerk

RESOLUTION

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


That the Mayor be authorized to sign a contract with The State National Bank of El Paso, Trustee for the indigent old people of El Paso County, Texas, placing certain restrictions on property rezoned by Ordinance No. 5029.

ADOPTED this 29th day of MARCH, 1973.



Mayor

ATTEST:



City Clerk

CONTRACT

This contract, made this 20th day of March, 1973, by and between THE STATE NATIONAL BANK OF EL PASO, a corporation, Trustee for the indigent old people of El Paso County, Texas, First Party, and the CITY OF EL PASO, Second Party, witnesseth:

Application has been made to the City of El Paso for rezoning of a portion of Tract 4A, Block 12, Ysleta Grant in the City of El Paso, El Paso County, Texas, such property being more particularly described by metes and bounds in Ordinance No. 5029, 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 Party covenants that if the property is rezoned as indicated in the attached ordinance, it will be subject to the following restrictions, conditions and covenants:

1. The property shall be used only as a site for a drive-in motion picture theater and for no other purpose. No building or structure shall be erected on the property or structurally altered thereon which is arranged or designed for other than such permitted use.

2. Prior to the issuance of building permits for construction on the property, First Party will, at no cost to the City, dedicate the following portions of the property to the City as public streets:

- a) a 20-foot wide strip adjacent and parallel to North Loop Road;
- b) a 60-foot wide strip extending from the northerly right of way line of Valle Placido Drive across the Juan de Herrera Lateral, thence in a southerly direction parallel to the Juan de Herrera Lateral approximately 300 feet south, thence in an easterly direction along the southerly boundary of the property to North Loop Road. Such streets shall be dedicated in accordance with property descriptions to be approved by the Director of Traffic and Transportation and the City Engineer of the City of El Paso and appropriate deeds of dedication shall be executed and delivered to the City.

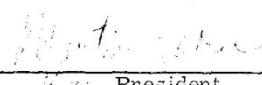
This agreement is a restriction, condition and covenant running with the land and a charge and servitude thereon, and shall bind First Party and its successors in title. Any future conveyance of the land shall contain this restriction, condition and covenant and shall embody this agreement by express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

WITNESS the following signatures and seal:

THE STATE NATIONAL BANK OF EL PASO, a corporation, Trustee for the indigent old people of El Paso County, Texas

by


President

ATTEST:


Cashier

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 Martin Klein, President of THE STATE NATIONAL BANK OF EL PASO, Trustee for the indigent old people of El Paso County, Texas, 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 20 day of March, 1973.

Patricia A. Sandford
Notary Public, El Paso County, Texas.

THE STATE OF TEXAS)
)
COUNTY OF EL PASO)

Before me, the undersigned authority, on this day personally appeared BERT WILLIAMS, 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 21st day of MARCH, 1973.

William L. Rieck Jr.
Notary Public, El Paso County, Texas.

William L. Rieck Jr.
Notary Public, El Paso County, Texas.

ATTACHMENT 4

CITY CLERK DEPT.
2023 NOV 25 AM 11:39

6.4

ORDINANCE NO. 018116

**AN ORDINANCE AMENDING CONDITIONS PLACED ON PROPERTY BY
ORDINANCE NO. 5029 WHICH CHANGED THE ZONING OF A PORTION OF
TRACT 4A, N/K/A TRACT 4A5, BLOCK 12, YSLETA GRANT, 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 a Portion of Tract 4A, N/K/A Tract 4A5, Block 12, Ysleta Grant, City of El Paso, El Paso County, Texas, was changed by Ordinance No. 5029 approved by City Council on March 20, 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 amendment of the conditions because these conditions have been satisfied or are current requirement of the City Code; and,

WHEREAS, a public hearing regarding amendment of the conditions was held before the City Plan Commission, and the Commission recommended approval of the amendment of the conditions; and,

WHEREAS, the City Council of the City of El Paso has determined that the amendment 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:**

1. That the zoning conditions imposed by Ordinance No. 5029 approved by City Council on March 20, 1973, on the portion of land identified in Exhibit "A" be amended because the conditions have been satisfied and are no longer necessary, or are current requirements of the City Code.

That the following conditions be released:

1. That certain uses are prohibited upon the property, to include:
 - a. Hotel, motel or motor lodge;
 - b. Miniature golf course;
 - c. Trailer, mobile home or RV sales, repair or display;
 - d. Trampoline center;
 - e. Temporary non-accessory tents;
 - f. Family home and multi-family dwelling; and,
 - g. Drum and barrel reconditioning.

ORDINANCE NO. 018116

13-1007-905/PL#229700/PZCR13-00008 Tract 4A, n/k/a Tract 4A5, Block 12, Ysleta Grant/kmn

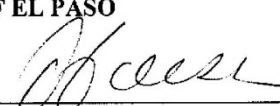
PZCR13-00008

That the following *condition be amended*:

1. That the condition requiring a detailed site development plan be approved by the City Plan Commission and City Council prior to building permits be amended to require a detailed site development plan to be approved as per City Code prior to building permits.

PASSED AND APPROVED this 2nd day of January, 2013

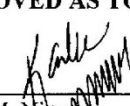
CITY OF EL PASO


Oscar Leeser
Mayor

ATTEST:


Richarda Duffy Momsen
City Clerk

APPROVED AS TO FORM:


Karla M. Nienhuis
Assistant City Attorney

APPROVED AS TO CONTENT:


Mathew S. McElroy, Director
City Development Department

CITY CLERK DEPT.
2013 NOV 25 AM 11:39

ORDINANCE NO. 018116

13-1007-905/PL#229700/PZCR13-00008 Tract 4A, n/k/a Tract 4A5, Block 12, Ysleta Grant/kmn

PZCR13-00008

Exhibit "A"

8250 NORTH LOOP ROAD METES AND BOUNDS

Property Description: A portion of Tract 4A, N/K/A Tract 4A5, Block 12, Ysleta Grant, in the City of El Paso, El Paso County, Texas, according to the re-survey of said Ysleta Grant made by El Paso County, Texas for Tax purposes, and being more particularly described by metes and bounds as follows:

Commencing at an existing TXDOT Brass Cap lying at the centerline intersection of North Loop Road (FM Highway No. 76) and Lomaland Drive; Thence, along said centerline of north Loop Road, South $56^{\circ} 00' 00''$ East, a distance of 824.29 feet to a point; Thence, South $34^{\circ} 00' 00''$ West, abandoning said centerline, a distance of 69.24 feet to a point for a property corner lying on the southerly right-of-way of North Loop Road, said point being THE TRUE POINT OF BEGINNING of this description;

THENCE, South $57^{\circ} 09' 51''$ East, along said right-of-way line, a distance of 94.37 feet to a point for a boundary corner;

THENCE, South $59^{\circ} 11' 14''$ East, continuing along said right-of-way line, a distance of 181.14 feet to a point for a boundary corner lying on the common boundary line between Tracts 4A & 4A5, Block 12, Ysleta Grant;

THENCE, South $34^{\circ} 00' 00''$ West, along said boundary line, a distance of 258.68 feet to a point for a boundary corner;

THENCE, North $56^{\circ} 00' 00''$ West, a distance of 295.06 feet to a point for a boundary corner;

THENCE, North $34^{\circ} 00' 00''$ East, a distance of 226.68 feet to a point for a boundary corner and a point for a curve;

THENCE, 31.28 feet, along the arc of a curve to the right, having a radius of 20.00 feet, a tangent of 19.86 feet, a central angle of $89^{\circ} 36' 14''$ and a chord which bears North $78^{\circ} 46' 03''$ East, a distance of 28.19 feet back to THE TRUE POINT OF BEGINNING of this description.

Said parcel of land containing 1.6990 acres (74,051 Sq.Ft.) of land, more or less.

A PLAT OF SURVEY OF EVEN DATE ACCOMPANIES THIS METES AND BOUNDS DESCRIPTION.

SLI ENGINEERING, INC.
Consulting Engineers—Land Surveyors
Guillermo Licon
Registered Professional Land Surveyor
Texas License No. 2998



018116

ATTACHMENT 5

CITY CLERK DEPT.
2013 NOV 25 AM 11:39

6.5

ORDINANCE NO. 018117

AN ORDINANCE GRANTING SPECIAL PERMIT NO. PZST13-00023 TO ALLOW FOR INFILL DEVELOPMENT WITH A REDUCED REAR SETBACK ON THE PROPERTY DESCRIBED AS A PORTION OF TRACT 4A, N/K/A TRACT 4A5, BLOCK 12, YSLETA GRANT, CITY OF EL PASO, EL PASO COUNTY, TEXAS, PURSUANT TO SECTION 20.10.280 INFILL DEVELOPMENT OF THE EL PASO CITY CODE. THE PENALTY BEING AS PROVIDED FOR IN CHAPTER 20.24 OF THE EL PASO CITY CODE.

WHEREAS, OPM Capital Management has applied for a Special Permit for infill development under Section 20.10.280 of the El Paso City Code for a Portion of Tract 4A, N/K/A Tract 4A5, Block 12, Ysleta Grant, City of El Paso, El Paso County, Texas; 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.

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

1. That the property described as follows is in a C-4 (Commercial) Zone District:
Portion of Tract 4A, N/K/A Tract 4A5, Block 12, Ysleta Grant, 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 reduced rear setback; and,
3. That this Special Permit is issued subject to the development standards in the C-4 (Commercial) District regulations and is subject to the approved Detailed Site Development Plan, signed by the Applicant, the City Manager and the Executive Secretary to the City Plan Commission. A copy of this plan is attached hereto as Exhibit "B" and incorporated herein by reference for all purposes; and,

ORDINANCE NO. 018117

PZST13-00023

13-1007-906/PL#229716/PZST13-00023 Tract 4A, N/K/A Tract 4A, Block 12, Ysleta Grant/kmn

4. That if at any time the Owners fail to comply with any of the requirements of this Ordinance, Special Permit No. PZST13-00023 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.

PASSED AND APPROVED this 2nd day of January, 2013

CITY OF EL PASO

Oscar Leeser
Oscar Leeser
Mayor

ATTEST:

Richarda Duffy Momsen
Richarda Duffy Momsen
City Clerk

APPROVED AS TO FORM:

Karla M. Niemah
Karla M. Niemah
Assistant City Attorney

APPROVED AS TO CONTENT:

Mathew S. McElroy
Mathew S. McElroy, Director
City Development Department

CITY CLERK DEPT.
2013 NOV 25 AM 11:39

ORDINANCE NO. 018117

13-1007-906/PL#229716/PZST13-00023 Tract 4A, N/K/A Tract 4A, Block 12, Ysleta Grant/kmn

ORD No. 018117
Date of Introduction 11/25/13
PZST13-00023
Date of Adoption 11/25/13
City Clerk

CITY CLERK DEPT.
2013 NOV 25 AM 11:39

AGREEMENT

OPM Capital Management, 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 C-4 (Commercial) District regulations, and subject to all other requirements set forth in this Ordinance.

EXECUTED this 21st day of November, 2013.

OPM Capital Management:

By: [Signature]
Name Printed: Jodie Bowen Newby
Title: President

ACKNOWLEDGMENT

THE STATE OF TEXAS)
COUNTY OF EL PASO)

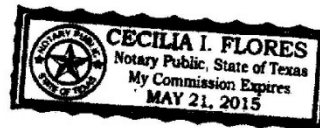
This instrument is acknowledged before me on this 21 day of Nov., 2013,
by JODIE BOWEN NEWBY, for OPM Capital Management, as Owner.

My Commission Expires: 5-21-15

[Signature]
Notary Public, State of Texas

Notary's Printed or Typed Name:

CECILIA I. FLORES



ORDINANCE NO. 018117

PZST13-00023

13-1007-906/PL#229716/PZST13-00023 Tract 4A, N/K/A Tract 4A, Block 12, Ysleta Grant/Kmn

Exhibit "A"

8250 NORTH LOOP ROAD METES AND BOUNDS

Property Description: A portion of Tract 4A, N/K/A Tract 4A5, Block 12, Ysleta Grant, in the City of El Paso, El Paso County, Texas, according to the re-survey of said Ysleta Grant made by El Paso County, Texas for Tax purposes, and being more particularly described by metes and bounds as follows:

Commencing at an existing TXDOT Brass Cap lying at the centerline intersection of North Loop Road (FM Highway No. 76) and Lomaland Drive; Thence, along said centerline of north Loop Road, South $56^{\circ} 00' 00''$ East, a distance of 824.29 feet to a point; Thence, South $34^{\circ} 00' 00''$ West, abandoning said centerline, a distance of 69.24 feet to a point for a property corner lying on the southerly right-of-way of North Loop Road, said point being THE TRUE POINT OF BEGINNING of this description;

THENCE, South $57^{\circ} 09' 51''$ East, along said right-of-way line, a distance of 94.37 feet to a point for a boundary corner;

THENCE, South $59^{\circ} 11' 14''$ East, continuing along said right-of-way line, a distance of 181.14 feet to a point for a boundary corner lying on the common boundary line between Tracts 4A & 4A5, Block 12, Ysleta Grant;

THENCE, South $34^{\circ} 00' 00''$ West, along said boundary line, a distance of 258.68 feet to a point for a boundary corner;

THENCE, North $56^{\circ} 00' 00''$ West, a distance of 295.06 feet to a point for a boundary corner;

THENCE, North $34^{\circ} 00' 00''$ East, a distance of 226.68 feet to a point for a boundary corner and a point for a curve;

THENCE, 31.28 feet, along the arc of a curve to the right, having a radius of 20.00 feet, a tangent of 19.86 feet, a central angle of $89^{\circ} 36' 14''$ and a chord which bears North $78^{\circ} 46' 03''$ East, a distance of 28.19 feet back to THE TRUE POINT OF BEGINNING of this description.

Said parcel of land containing 1.6990 acres (74,051 Sq.Ft.) of land, more or less.

A PLAT OF SURVEY OF EVEN DATE ACCOMPANIES THIS METES AND BOUNDS DESCRIPTION.

SLI ENGINEERING, INC.
Consulting Engineers—Land Surveyors
Guillermo Licon
Registered Professional Land Surveyor
Texas License No. 2998



018117

ATTACHMENT 6

Planning and Inspections Department - Planning Division

Recommend approval of detailed site development plan.

Planning and Inspections Department – Plan Review & Landscaping Division

Recommend approval.

Planning and Inspections Department – Land Development

1. Verify on site pond has stormwater drainage storage capacity for a 100 year storm. Verify pond location so no conflicts exist with any utility easements.
2. Area is currently within the 500 year flood zone area 0.2 annual chance flood. Also see preliminary flood maps for potential flood hazards at time of development.

Note: To be addressed during building permitting

Fire Department

Recommend approval – no adverse comments.

Streets and Maintenance Department

TIA is not required for this application.

El Paso Water

EPWater requires that the proposed plat show an existing 25-ft PSB easement parallel to North Loop Road within the subject property.

North Loop Road is a Texas Department of Transportation (TxDOT) right-of-way. All proposed water and sanitary sewer work to be performed within North Loop Road right-of-way requires written permission from TxDOT.

Water:

There is an existing 12-inch diameter water main extending along a 25-ft PSB easement. The water main is located approximately 6-ft south from the southern right-of-way line. The main dead-ends approximately 295-ft west from northeastern property line.

EPWater records indicate a 1-inch water meter serving the subject property. The service address for this meter is 8250 North Loop.

Previous water pressure from fire hydrant #8469 located approximately 935-ft west of St. Matthews Street has yield a static pressure of 110 (psi), a residual pressure of 94 (psi), and a discharge of 1,300 gallons per minute. The owner should, for his own protection and at his own expense, install at the discharge side of each water meter a pressure regulator, strainer and relief valve, to be set for pressure as desired by the customer. The Lot owner shall be responsible for the operation and maintenance of the above-described water pressure regulating device.

Sanitary Sewer:

There is an existing 8-inch diameter sanitary sewer main extending along a 25-ft PSB easement. The sewer main is located approximately 15-ft south from the southern right-of-way line.

General:

No building, reservoir, structure, parking stalls or other improvement, other than asphaltic paving (HMAC), shall be constructed or maintained on the above referenced EPWater-PSB easements without the written consent of EPWater-PSB. The Developer shall refrain from constructing rock walls, signs, buildings, curbs or any structure that

will interfere with the access to the PSB easements. There shall be at least 5-foot setback from the easement line to any sign or structure. All easements dedicated for public sanitary sewer facilities shall comply with the EPWater-PSB Easement Policy. The PSB easements shall be improved to allow the operation of EPWater maintenance vehicles. EPWater-PSB requires access to the proposed water, sanitary sewer facilities, appurtenances, and meters within the easement 24 hours a day, seven (7) days a week.

During the site improvement work, the Owner/Developer shall safeguard all existing water mains, sewer mains, and appurtenant structures. The Owner/Developer shall minimize changes in grade above or near the vicinity of the existing PSB facilities and is responsible for the cost of setting appurtenant structures to final grade.

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:

EP Water-SW reviewed the property described above and provide the following comments:

The proposed ponding area shown, shall have enough capacity to hold the developed runoff for a designated 100-yr. storm event. Label the pond as “Private”.

Note: Comment addressed

Texas Department of Transportation

Please have the requestor submit construction plans and a request for TxDOT review to ELP_Access@txdot.gov

Our initial comments are:

1. Please submit grading and drainage for TxDOT review
2. Please do not discharge water into North Loop
3. Show existing and proposed drainage patterns and flow

Note: To be addressed during building permitting

El Paso County Water Improvement District 1

EPCWID1 has no comments on the item.

Police Department

No comments received.

Environmental Services

No comments received.

Sun Metro

No comments received.



Legislation Text

File #: 23-975, 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

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 Council approves an Increase Construction Change Order in the amount of \$341,500.70 to Black Stallion Contractors, Inc. for the Corrugated Metal Pipe Rehabilitation under Contract No. 2022 - 0402 Canterbury Trails Improvements. No additional days will be added to contract number 2022-0402. The new contract sum, including this change order notice and previous change order notices is \$3,425,497.61. The City Manager, or designee, is authorized to execute any documents and contract amendments needed to carry out the intent of this Resolution.

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

AGENDA DATE: 7/18/2023

PUBLIC HEARING DATE: Not Applicable

CONTACT PERSON(S) NAME AND PHONE NUMBER:

Yvette Hernandez, City Engineer, (915) 212-1860

DISTRICT(S) AFFECTED: #8

STRATEGIC GOAL: No.7: Enhance and Sustain El Paso's Infrastructure Network

SUBGOAL: N/A

SUBJECT:

That the City Council approves an Increase Construction Change Order in the amount of \$341,500.70 to Black Stallion Contractors, Inc. for the Corrugated Metal Pipe Rehabilitation under Contract No. 2022 - 0402 Canterbury Trails Improvements. No additional days will be added to contract number 2022-0402. The new contract sum, including this change order notice and previous change order notices is \$3,425,497.61. The City Manager, or designee, is authorized to execute any documents and contract amendments needed to carry out the intent of this Resolution.

BACKGROUND / DISCUSSION:

This change order is for the rehabilitation of the existing Corrugated Metal Pipe (CMP), necessary to extend EPWU's drainage infrastructure's life a minimum of 50 years.

SELECTION SUMMARY:

N/A

CONTRACT VARIANCE:

N/A

PROTEST

N/A

PRIOR COUNCIL ACTION:

On July 19, 2022 Council approved the award of Solicitation 2022-0402 Construction of the Canterbury Trail Improvements to Black Stallion Contractors, INC.

AMOUNT AND SOURCE OF FUNDING:

Amount: \$341,500.70

Funding Source: El Paso Water


Account: 190-4740-580220-28900-PCP20ST010

HAVE ALL AFFECTED DEPARTMENTS BEEN NOTIFIED? X YES NO

PRIMARY DEPARTMENT: Capital Improvement
SECONDARY DEPARTMENT: El Paso Water Utilities

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

DEPARTMENT HEAD:



Yvette Hernandez, P.E.,
City Engineer

RESOLUTION

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

That the City Council approves a Change Order No. 5 to Contract No. 2022-0402 (Canterbury Trails Improvements) with Black Stallion Contractors, Inc. in the amount of \$341,500.70 for the additional cost related to corrugated metal pipe rehabilitation work necessary to extend the life of the drainage infrastructure. This notice provides for the additional scope of work, which allows for additional capacity to the awarded contract. No additional working days will be added for the completion of the work. The new contract sum, including this Change Order notice is \$3,425,497.61. The City Manager, or designee, is hereby authorized to execute any documents and contract amendments needed to carry out the intent of this Resolution.

APPROVED THIS _____ DAY OF _____ 2023.


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

Contract Change Order Coversheet /Checklist
City of El Paso Capital Improvements Department

Project Name: Canterbury Trail Improvements

Date Received: April 18, 2023

Solicitation Number: 2022-0402

Contractor: Black Stallion contractors, Inc

Change Order Number: 5

Date CO was identified. April 10, 2023

Funding Type: QOL ☐ Safety Bond ☐ TX DOT ☐ CDBG ☐ FTA ☐ FAA ☐ 2013 Street Infrastructure: X

Contingency: \$ 141,840.46 Original Budget: \$2,931,572.40 Current Remaining Contingency Budget: \$ 129,601.71 PO No.(s): 22000000046

Identified by: DOR ☐ Contractor ☐ User Dept. X CID ☐ Other ☐ (identify : _____)

Impacts: Cost X Time* X (Check all that Apply) * Identify Schedule activity impacted, **attach** frag-net justifying time.

No change order shall be approved unless work is ordered in writing by the Owner Designated Rep

If Written Order provided prior to formal execution of CO **attach** copy of the written directive, and justification, as why the direction was necessary prior to a formal agreement. Attach concurrence of representative having authority to execute change order(s) for the city of El Paso, Contract Specific by Resolution. If formal RFP was provided to contractor **attach** copy. If E-mail was direction provided to contractor attach Copy.

Change order Type Check One: Mandatory _____ **Discretionary** X (Mandatory Violets Written code/standard, or will not function for intended purpose)

If mandatory **attach** justification, Direction from DOR and /or code/ standards references that the CO corrects, or Documentation from User Department Head explaining why the change is required

Differing site condition _____	Engineering Change/Construction Deficiency _____
User requested Change ** <u>X</u>	Substitution Contractor initiated _____
Designer Directive (ASI) _____	Error and omission _____
Value Engineering Change _____	Quantity Adjustment _____

** Identify Funding source 2013 Street Infrastructure Grant Funded Projects **attach** Concurrence of Grant Funded program Director

Justification: The rehabilitation of the existing Corrugated Metal Pipe (CMP) is necessary to extend EPWU's drainage infrastructure's life a minimum of 50 years.

-Project Manager performed an independent estimate based on previously bided items, the cost to be \$418,277.42 Cost were found reasonable based on comparison of the contractors proposed to the independent estimate.

Method Utilized for implementing change

(Reference general conditions 2.5.2) Check all that apply

- | | | | |
|-----|-------------------------------------|----------|--|
| . 1 | Unit Bid Prices Previously Approved | _____ | (attach Copy of supporting documents) |
| . 2 | An Agreed upon Lump Sum | <u>X</u> | (Attach record of Negotiations, and Cost Analysis) |
| . 3 | Actual Cost (Force Account Change) | _____ | (Attach Detailed record as per 2.2.5.2.3) |

Cost/Price/Time Analysis

Attach Copy of analyst justifying cost and quantities

Contractors proposed cost: \$555,162.27
Final Negotiated amount: \$341,500.70
Time: Requested 0 days, justified yes.

Independent Cost Estimate prepared Yes X, No _____, Validated, Vender Quotes, Published Data, Previously agreed Costs, Other (attach documentation of cost analysis).

Contract Change Reference: Reference Plan /Spec change, Describe Change (Attach additional sheets if necessary)

Narrative Description of Change SOW:

- Provide labor, materials and equipment to rehabilitate (Geopolymer spray coating lining) of the existing corrugated metal pipe (CMP) drainage structures located at the intersections of Canterbury Drive and Ridge Crest Drive, and Canterbury and Stanton Street. This includes but is not limited to pipe, culverts, tunnels, manholes, wet wells, boxes, structures and other similar structures. As specified on section 09 96 56 - Epoxy coatings on the Technical Specifications.

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

Existing Drawing Reference: Sheet C5.4

Existing Specification Reference: Section 09 96 56 - Epoxy coatings

New Drawings/Specifications Reference: N/A

User Department Concurrence (if required): _____

Print Name _____

Requested by Project /Construction Manager: _____

Print Name: Alexis Dominguez

Division Manager: _____

Print Name: Gilbert Guerrero

Recommended for Approval by City Engineer: _____

Date: 6/22/2023

Alexis Dominguez
Gilbert Guerrero
Michael J. Vonasek
Mike Vonasek
Assistant Director of Construction

Contract Change Order Documentation Summary and Determination of Cost Reasonableness:Contract Name: Canterbury Trail ImprovementsSolicitation /Project Number: 2022-0402Change Order Number: 5Prepared By: Alexis Dominguez**RFP:**

In response to an (Select one and entry number and date) **RFP number** 6 or **Field Directive number** _____ dated April 10, 2023 (Attach Copy). Or In response to _____

and unsolicited proposal was provided .

Initial Cost Estimate:

Check all that apply:

_____ No initial estimate of the change order costs was attempted. (Attach Justification countersigned by assigned DM)

X A ROM Estimate in the amount of \$ 418,277.42 was prepared on Date 4/12/2023 attach copy

_____ A Detailed Estimate in the amount of \$ _____ was prepared on Date _____ attach copy.

_____ The Design Consultant provided a detailed estimate in the amount of \$ _____ was prepared on Date _____ attach copy.

Contractors Proposal:

April 18, 2023 \$331,554.08

missing all proposal information , form has been edited and is incomplete

The proposal was reviewed as to the required Scope of work and found to accurately reflect the Scope of Work **Yes** x **No** ____.

_____ after review with assigned DM the city elected to proceed with negotiations and address the scope inconsistencies in Negotiations without a proposal revision (list inconsistencies to be addressed in negotiations).

Attach continuation sheet if necessary

Cost evaluation: Cost reasonableness was determined using the following methods check all that apply.

☒ Utilizing existing Bid Item

☐ Price Analysis

☐ Cost Analysis

(Provide narrative description for each method utilized and how reasonableness was determined)

Attach mark up a proposal with negotiation objectives, including accepted cost, Dated and initialed by the Preparer and Assigned Division Manager. Label Marked UP Proposal:

Narrative description of determination of reasonableness: (Attach Continuation sheets as necessary, include detailed table showing Proposed/Objective /and Negotiated when appropriate. (Sample included)

Narrative:

- The rehabilitation of the existing Corrugated Metal Pipe (CMP) is necessary to extend EPWU's drainage infrastructure's life a minimum of 50 years.

-Project Manager performed an independent estimate based on previously bided items, the cost to be \$418,277.42 Cost were found reasonable based on comparison of the contractors proposed to the independent estimate

CITY OF EL PASO CONSTRUCTION CHANGE ORDER

CONSTRUCTION CHANGE ORDER NO.:

5

DATE:

May 30, 2023

☒

SCOPE CHANGE

PROJECT:

Canterbury Trail

SOLICITATION NO.

2022-0402

☐ CONSTRUCTION CHANGE

Original Contract Amount: \$ 2,967,572.40
Net Change by previous Change Orders: \$ 116,424.51
Net Change by previous Construction Quantity Notices: \$ -
Amount of this Construction Change Order: \$ 341,500.70
New Amended Contract Amount: \$3,425,497.61
Change Order Percentage: 15.43%

Contract Time to Substantial Completion 270
Total days added due to Change Orders and CQN's 62
Total days added for this Change Order 0
New Contract Time to Substantial Completion: 332
Current Substantial Completion Due Date 8/31/2023

CONTRACTOR NAME:

Black Stallion

Please provide a detailed scope of work of the change order (see back for reason/justification):

- Provide labor, materials and equipment to rehabilitate (Geopolymer spray coating lining) of the existing corrugated metal pipe (CMP) drainage structures located at the intersections of Canterbury Drive and Ridge Crest Drive, and Canterbury and Stanton Street. This includes but is not limited to pipe, culverts, tunnels, manholes, wet wells, boxes, structures and other similar structures. As specified on section 09 96 56 - Epoxy coatings on the Technical Specifications.

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

CONSECUTIVE CALENDAR DAYS ADDED TO COMPLETION TIME:

0

TOTAL CHANGE ORDER AMOUNT:

\$ 341,500.70

CONTRACTOR

I, _____, of _____ agree and accept the terms and conditions of this change order.

Signature: _____

Date: _____

CITY OF EL PASO (OWNER)

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

Signature: 

Date: 6/30/2023

Yvette Hernandez, P.E.

CITY OF EL PASO CONSTRUCTION CHANGE ORDER- Pg. 2

CONSTRUCTION CHANGE ORDER NO.: 5 DATE: May 30, 2023

PROJECT: Canterbury Trail SOLICITATION NO. 2022-0402

☒ SCOPE CHANGE
☐ CONSTRUCTION CHANGE

Project Number PCP20ST010
Class 28900
Department 190
Fund 4740
Account 580270

Project Number PCP20ST010
Class 0
Department 4740
Fund 190
Account 580270

PURCHASE ORDER # 2300000046

CONTRACTOR NAME: Black Stallion

PROVIDE REASON/JUSTIFICATION FOR CHANGE ORDER:

The rehabilitation of the existing Corrugated Metal Pipe (CMP) is necessary to extend EPWU's drainage infrastructure's life a minimum of 50 years.

-Project Manager performed an independent estimate based on previously bided items, the cost to be \$418,277.42 Cost were found reasonable based on comparison of the contractors proposed to the independent estimate.

CONSECUTIVE CALENDAR DAYS ADDED TO COMPLETION TIME: 0

TOTAL CHANGE ORDER AMOUNT:

\$ **341,500.70**

Project Manager recommends approval: Alexis Dominguez 5/31/2023

Engineering Division Manager recommends approval: Gilbert Guerrero 6/1/2023

Financing Department approval: _____
(If Required)

REQUEST FOR PO INCREASE/DECREASE FOR CHANGE ORDER

CONSTRUCTION CHANGE ORDER NO.: 5 DATE: May 30, 2023 ☒ INCREASE
PROJECT: Canterbury Trail SOLICITATION NO. 2022-0402 ☐ DECREASE

Project Number _____
Class _____
Department _____
Fund _____
Account _____

PURCHASE ORDER # _____

CONTRACTOR NAME: Black Stallion

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

LINE ADDED AMOUNT

1	0
2	0
3	341500.7
4	0

TOTAL NET CHANGE TO
PURCHASE ORDER

341500.7

(should match cost below)

Additional funding/direction:

TOTAL CHANGE ORDER AMOUNT: \$341,500.70

Project Manager Alexis Dominguez 5/31/2023

Engineering Division Manager recommends approval: Gilbert Guerrero 6/1/2023

Contract Compliance _____



MAYOR

Oscar Leeser

REQUEST FOR PROPOSAL

CITY COUNCIL

District 1

Brian Kennedy

District 2

Alexandra Annello

District 3

Cassandra Hernandez

District 4

Joe Molinar

District 5

Isabel Salcido

District 6

Art Fierro

District 7

Henry Rivera

District 8

Chris Canales

CITY MANAGER

Tommy Gonzalez

April 10, 2023

Black Stallion Contractors

Attn: Jesus Luna

5450 Hurd Pl. Suite E

El Paso, TX 79905

SUBJECT:

Canterbury Trail Improvements, Contract No. 2022-0402

Project No. PCP20ST010

Request for Proposal #5

Dear Mr. Luna

You are requested to submit a proposal for accomplishing the following work.

SCOPE OF WORK:

Provide cost proposal for labor, materials and equipment to rehabilitate (Geopolymer spray coating lining) of the existing corrugated metal pipe (CMP) drainage structures located at the intersections of Canterbury Drive and Ridge Crest Drive, and Canterbury and Stanton Street. This includes but is not limited to pipe, culverts, tunnels, manholes, wet wells, boxes, structures and other similar structures.

Cost proposal shall contain a complete itemized breakdown to include materials, labor equipment, subcontractor costs, markups, and all other associated cost required to complete the work above. If necessary, please include additional time required to complete work by justifying with a description of anticipated delays due to changes. Provide an updated schedule with the impact of the proposed work to original contract work.

If you have any questions, please contact the Project Manager, Alexis Dominguez at (915) 979-6847 or Gilbert Guerrero, Capital Projects Manager at (915) 212-1803.

Respectfully,

Gilbert Guerrero
Gilbert Guerrero
Capital Projects Manager

SECTION 09 96 56

EPOXY COATINGS

PART 1 GENERAL

1.01 RELATED DOCUMENTS

1.02 SUMMARY

This specification covers work, materials and equipment required for the preparation and installation of a **Geopolymer Lining System** providing a minimum 50-year service life for internal protection and structural rehabilitation of existing sanitary sewer and storm infrastructure. This includes but is not limited to pipe, culverts, tunnels, manholes, wet wells, boxes, structures and other similar infrastructure. This is accomplished by using an approved structural, monolithic hand or spray-application of a high-build, Geopolymer Lining System with enhanced corrosion and abrasion protection, forming a new structure within existing deteriorated infrastructure. The protective lining works shall include all activities associated with the protective lining system, not limited to the following:

- Design of approved continuous protection liners to the internal surface of the host infrastructure (pipe, tunnels, manholes, culverts, boxes, structures, etc.),
- Pre-construction inspection and surface preparation of host infrastructure prior to application of protective lining system,
- Installation of approved continuous protection liners to the internal surface of the host infrastructure, for pipe; manhole to manhole, manhole to structure, or structure to structure and including lateral protection and reinstatement. Partial liner installations, unless directed by the Owner/Engineer, are not allowed,
- Quality Control Measures,
- and Post-construction inspection, repairs and testing.

1.03 REFERENCES

Applicable ASTM and ACI Standards and Specifications

Unless revised herein, the Licensed Applicator shall follow the latest revision of the practices and standards of the following American Society for Testing and Materials (ASTM) and American Concrete Institute (ACI) Standards, which are made part of this specification:

American Society for Testing and Materials (ASTM):

ASTM C 31 - Standard Practice for Making and Curing Concrete Test Specimens in the Field

ASTM C 39 / C 109 – Compressive Strength Hydraulic Cement Mortars

ASTM C 78 – Flexural Strength of Concrete

ASTM C 138 / C 642 – Standard Test Method for Density

ASTM C 267 – Chemical Resistance of Mortars, Grouts, and Monolithic Surfacing and Polymer Concretes

ASTM C 469 – Static Modulus of Elasticity & Poisson's Ratio of Concrete Compression

ASTM C 496 – Splitting Tensile Strength of Cylindrical Concrete Specimens

ASTM C 666 – Freeze Thaw Durability

ASTM C 807 – Set Time of Hydraulic Cement Mortar

ASTM C 882 – Bond Strength of Epoxy-Resin Systems Used with Concrete by Slant Shear

ASTM C 1090 – Shrinkage Test

ASTM C 1138 - Standard Test Method for Abrasion Resistance of Concrete (Underwater Method)

ASTM C 1202 – Electrical Indication of Concrete's Ability to Resist Chloride Ion Penetration

ASTM F 2414 – Practice for Sealing Sewer Manhole Using Chemical Grouting

ASTM F 2551 – Practice for Installing a Protective Cementitious Liner System in Sanitary Sewer Manholes

American Concrete Institute (ACI):

1. ACI Certified Concrete Field Testing Technician, Level 1

1.04 SUBMITTALS

Submittals shall be prepared and submitted in accordance with the General Conditions of the project.

The following items shall be submitted:

Before any field work by the Licensed Applicator, the Licensed Applicator/Contractor shall submit to the Owner/Engineer for review the following:

- a. Manufacturer-certified copies of all test reports on each product used, including:
 - (i) ASTM test results indicating the product conforms to and is suitable for its intended use per these specifications. Test reports shall be performed at the Licensed Applicator's expense and shall be carried out by an approved independent third-party testing laboratory or by a reputable independent testing body. As a minimum, the test reports should include all those listed in **Table 2** of this Section.
 - (ii) XRF test results indicating the product conforms to the requirements as found in **Table 1** of this Section. Testing to be performed as detailed in **Paragraph 1.08**.
 - (iii) XRD test results indicating the product conforms to the requirements as found in **Table 1** of this Section. Testing to be performed as detailed in **Paragraph 1.08**.
- b. Detailed Minimum Liner Thickness Calculations as required and as discussed further in **Paragraph 2.05** of this Section, along with proposed plan for ensuring that the installed Geopolymer Liner meets the minimum thickness requirements.
- c. Licensed Applicator Qualifications
 - (i) Manufacturer Certification that Licensed Applicator (as defined in **Paragraph 1.05/B** of this Section) has been trained and approved in the handling, mixing and application of the products to be used. At least one Manufacturer Certified Superintendent (as defined in **Paragraph 1.05/C** of this Section) must be on-site at all times during related construction activities. A fully trained field technician shall apply the liner material.
 - (ii) Manufacturer Certification that the equipment to be used for applying the products has been manufactured or approved by the Manufacturer and Licensed Applicator personnel have been trained and certified for proper use of the equipment by the Manufacturer.
 - (iii) Proof of any required permits or licenses necessary for the project.

After cleaning and TV inspection by the Licensed Applicator of all proposed infrastructure to be rehabilitated and before beginning lining of any infrastructure, the Licensed Applicator/Contractor shall submit to the Owner/Engineer for review the following:

- d. Video (1 copy) of the Licensed Applicator's TV inspection of the infrastructure prior to product application.

After rehabilitation of the infrastructure, the Licensed Applicator/Contractor shall submit to the Owner/Engineer for their records the following:

- e. A Video (1 copy) of the Licensed Applicator's TV inspection of the completed Work.
- f. Test results of field samples of Geopolymer Liner material as specified in the Contract Documents.

1.05 QUALITY ASSURANCE

Product Manufacturer: Company specializing in manufacturing quality Geopolymer Liner products with minimum 10-years' experience in the manufacture and distribution of a geopolymer product. Geopolymer product shall have a track record of use within sanitary sewer and/or storm infrastructure of at least 10-years.

Licensed Applicator: Company pre-approved by the Product Manufacturer and who meets the following conditions:

Horizontal Infrastructure:

- a. At least 5-years' experience specializing in the application of spray on lining systems including the installation of at least 35,000 LF | 10,668 meters in horizontal infrastructure using the specific material(s) being proposed for the subject project, OR
- b. Provide supplemental installation expertise in the form of a product expert, provided by the Product Manufacturer, who meets the Superintendent requirements found in **Item C**, below.
 - (i) In addition, product expert provided by the Product Manufacturer must be additionally insured with a liability umbrella up to \$5 million dollars.

Vertical Infrastructure:

- c. At least 3-years' experience specializing in the application of spray on lining systems including the installation of at least 10,000 VF | 3,048 meters in vertical infrastructure using Geopolymer, Cementitious or Mortar Liner products in vertical infrastructure applications similar to those being proposed for the subject project, OR
- d. Provide supplemental installation expertise in the form of a product expert, provided by the Manufacturer, who meets the Superintendent requirements found in **Item C**, below.
 - (i) In addition, product expert provided by the Product Manufacturer must be additionally insured with a liability umbrella up to \$5 million dollars.

Licensed Applicator shall initiate and enforce quality control procedures consistent with applicable ASTM and ACI standards and Manufacturer's recommendations.

Manufacturer Certified Superintendent: Individual specialized in the application of Geopolymer Liner products, pre-approved by the Product Manufacturer for the application of spray on lining systems, who, meets the following minimum requirements:

- 5-years' experience in the industry actively involved in field services related to the lining of pipes, manholes or other sanitary sewer and/or storm infrastructure,
- For Horizontal Infrastructure, installation of 5,000 LF | 1,524 meters using the specific Geopolymer Liner product proposed OR installation of 15,000 LF | 4,572 meters of Geopolymer, Cementitious or Mortar Liner products in horizontal infrastructure applications similar to those being proposed for the subject project.
- For Vertical Infrastructure, Superintendent shall be certified by the Product Manufacturer.

Single Source Responsibility: Geopolymer Liner and all products used with the Geopolymer Lining System, to include but not limited to Infiltration Control, Invert Repair and Patching, MH Chimney Treatment and MH Insert shall be approved by and/or supplied through the Product Manufacturer. Use only products approved by Product Manufacturer and used only within recommended limits.

1.06 DELIVERY, STORAGE, AND HANDLING

Delivery: Deliver materials in original containers with seals unbroken and labels intact and free of moisture. Do not use materials that have been directly exposed to moisture or if there is visible damage to the packaging.

Receipt Process: All materials must be inspected by Licensed Applicator upon receipt and the Bill of Lading reviewed to confirm it properly documents amount(s) and type(s) of material(s) received, date and time of delivery as well as the shipping company delivering the material. Completed/signed Bill of Lading and material batch numbers shall be logged by the Licensed Applicator upon receipt of the material(s) and stored in project files for possible future reference. Receipt of material should also be noted in Daily Activity Log, refer to **Paragraph 1.08/C** of this Section for additional discussion.

Storage: Materials may be stored offsite, such as in a yard, for a period of time prior to use on the project. Upon delivery to the project, Contractor shall designate a specific space at the project site for staging and mixing materials. Protect this space and repair all damage resulting from use. Do not store kerosene, gasoline or other flammable liquids in this space. Remove oily rags at the end of each day's work. Regardless of storage location, Geopolymer Lining System products are to be kept dry, protected from weather and stored under cover within the temperature ranges recommended by the Manufacturer. Products are to be stored and handled according to their SDSs or appropriate classification. Damaged or unsuitable products shall be promptly removed from the job site and shall be replaced with suitable materials.

1.07 PROJECT CONDITIONS

Environmental Requirements: Licensed Applicator shall conform with all local, state and federal regulations including those set forth by OSHA and the EPA and any other applicable authorities. Confined space entry requirements shall be followed.

Monitor and maintain the temperature inside the host infrastructure prior to, during and immediately following installation. Temperature conditions shall be maintained per Manufacturers' recommendations.

Provide continuous ventilation and, if necessary, cooling and heating facilities to maintain surface and ambient temperatures before, during, and following application of finishes, within specified temperature range and for duration as directed by Manufacturer.

Protection: Provide sufficient shielding to fully protect adjacent finished work.

1.08 QUALITY CONTROL

Confirmation of a Geopolymer

Material shall be confirmed as a Geopolymer as determined by XRF and XRD testing.

Testing shall be carried out as detailed here. Testing shall be completed on the proposed Geopolymer Liner material and results submitted at the following stages:

- a. As a part of the Submittal documentation outlined in **Paragraph 1.04/B/1/a**.
- b. During application, XRF and XRD field testing shall be carried out as follows:
 - (i) Sieve the unmodified/unground Geopolymer Liner material with #200 mesh, removing the fibers and aggregate.
 - (ii) XRF and XRD testing to be run on the precursor that remains.
- c. Representative testing information of the Geopolymer Liner material to be applied shall be submitted in the Submittal documentation regardless of project size. Based upon the size of the project, as determined by the amount of Geopolymer Liner material that is to be used, field testing shall be carried out based upon the following:
 - (i) For projects utilizing less than 100,000 lbs. | 45,000 kg of Geopolymer Liner material, no testing of the installed product is required.
 - (ii) For projects utilizing 100,000 lbs | 45,000 kg of Geopolymer Liner material to equal to or less than **250,000** lbs. | 113,000 kg of Geopolymer Liner material, one randomly sampled batch of material. Random sample shall be as directed by Owner/Engineer.
 - (iii) For projects utilizing more than **250,000** lbs. | 113,000 kg of Geopolymer Liner material, first, last and one randomly sampled batch throughout the project life. Random sample shall be as directed by Owner/Engineer.

Quality Control, Sampling and Testing

During application, Licensed Applicator shall regularly perform Geopolymer Liner thickness readings with a method approved by Manufacturer.

Sample and make nine (9) three (3) by six (6) inch | 75 x 150 mm test cylinders (for Vertical or Horizontal Infrastructure) or nine (9) two (2) by two (2) by two (2) inch | 50x50x50mm cubes (for Vertical Infrastructure) per ASTM C 31. Label each sample with the date, location sample was taken, project, and product batch numbers. The product batch numbers are located on each Geopolymer material bag. Samples should be prepared by the Licensed Applicator or independent third-party laboratory (for Vertical Infrastructure) or by independent third-party laboratory under the guidance of the Licensed Applicator (for Horizontal Infrastructure). Prepare samples to test compressive strength at intervals of the lesser of each project or 42,000 lbs. | 19,000 kg of material (for Vertical Infrastructure) or every 42,000 lbs. | 19,000 kg of material (for Horizontal Infrastructure). The samples must be undisturbed for a period of at least 24 hours before they can be transported. The independent third-party laboratory shall transport the samples to their lab to be tested/analyzed in accordance with ASTM C 39 (for Vertical or Horizontal Infrastructure), or ASTM C 109 (for Vertical Infrastructure), or as specified by contract documents. Test the Geopolymer Liner material for compressive strength at 7 days (3 cylinders) and 28 days (3 cylinders) and leave remaining (3 cylinders) for retainage to be tested/analyzed as directed by Licensed Applicator.

- d. Performance and Material Testing – Vertical Infrastructure (Manholes, Boxes, Structures, etc.)
 - (i) Performance testing as directed in ASTM F 2551.
 - (ii) Submit the following information to the Owner/Engineer: Product data, including Manufacturer and brand name along with independent third-party laboratory test results to verify 28-day compressive strength in accordance with ASTM C 39, ASTM C 109 or as specified by contract documents. The project superintendent will require that samples of applied material be collected and tested as discussed in **Paragraph 1.08/B/2** of this Section. Samples may be obtained from the pump, immediately before the discharge into the hose, from a section of hose, or at the spin caster/nozzle, if feasible. The sample location should be identified in laboratory reporting. The material thickness may be determined by using depth gauges during the spraying process. Permanent depth gauges may either be attached to the host infrastructure prior to Geopolymer Liner application or a handheld depth gauge may be used by the installer during installation. Photos shall be taken of the infrastructure prior to and following final installation and submitted to the Owner/Engineer with final application for payment.
- e. Performance and Material Testing – Horizontal Infrastructure (Pipes, Culverts, Tunnels, etc.)
 - (i) Submit the following information to the Owner/Engineer: Product data, including Manufacturer and brand name along with independent third-party laboratory test results to verify 28-day compressive strength in accordance with ASTM C 39. The project superintendent will require that samples of the applied material will be collected and tested as discussed in **Paragraph 1.08/B/2** of this Section. Samples may be obtained from the pump immediately before discharge into the hose, from a section of hose, or at the spin caster/nozzle, if feasible. The sample location should be identified in laboratory reporting. The material thickness may be determined by using depth gauges during the spraying process. Permanent depth gauges may either be attached to the host infrastructure prior to Geopolymer Liner application or a handheld depth gauge may be used by the installer during installation. The depth measurements should be made in at least three locations within the infrastructure being lined to include both ends and the middle of the infrastructure. A digital video showing the prepared pipe with depth gauges installed and digital video of the completed lining will be submitted to the Owner/Engineer with final application for payment.

Daily Activity Logs

Logs will be maintained onsite or electronically and will be available for viewing but will not be submitted.

Horizontal and Vertical Infrastructure

- f. A Daily Activity Log will be kept detailing the daily activities on a project site. Information to be recorded may include such information as dates and times work was completed, personnel present or absent from the job site and hours worked, reference to material deliveries Bill of Lading, see **Paragraph 1.06/B** in this Section, record of materials used, and surface preparations made, special conditions encountered and additional information as deemed appropriate by the Superintendent.

Daily Application Logs

Logs will be maintained onsite or electronically and will be available for viewing but will not be submitted.

Horizontal Infrastructure

- g. A Daily Application Log will be filled out completely anytime a work crew is on site and Geopolymer Liner material is being applied.
- h. Important spray data including the Job location, name and identification number, identifying asset information for infrastructure being lined, the Geopolymer Liner materials used (Bag and Batch No.), water addition rate, times Geopolymer Liner material was applied, Length of Hose, equipment motor speed and pressure observed, retrieval device speed, application method and under which atmospheric conditions to include the ambient air temperature, the dry powder temperature, the mixing water temperature, the wet product temperature and the temperature inside the infrastructure prior to, during and following lining are all recorded on the Daily Application Log.
- i. The operating conditions are also to be recorded. These measurements include the water addition rate taken at the water metering device, the retrieval speed of the retraction system and the pump motor speed recorded at the pump.
- j. Any special conditions are to be noted in the Daily Activity Log.

Vertical Infrastructure

- k. A Daily Application Log will be filled out completely anytime a work crew is on site and Geopolymer Liner material is being applied. This log includes listing the surface preparations made, the repair materials used, and weather conditions observed during application.
- l. Any special conditions are to be noted in the Daily Activity Log.

Final Inspection

Refer to **Paragraph 3.15** in this Section

1.09 WARRANTY

Manufacturer shall warrant all work against defects in materials and Licensed Applicator shall warrant all work against defects in workmanship for a period of one (1) year, unless otherwise noted, from the date of acceptance of the lining work. Date of acceptance shall be established per Project Sign-off Form, refer to **Paragraph 3.15** in this Section. Manufacturer / Licensed Applicator shall, within a reasonable time after receipt of written notice thereof, repair defects in materials or workmanship, as applicable, which may develop during said one (1) year period, at Licensed Applicators expense and without cost to the Owner.

1.10 EXISTING PRODUCTS

Existing infrastructure may consist of RCP, brick, stone, corrugated metal, HDPE and others as allowed by Manufacturer.

1.11 ACCEPTABLE MATERIALS

When more than one product is used in composite with other(s), all materials shall be supplied by the same Manufacturer.

Approved Geopolymer Lining System materials include:

- GeoKrete, manufactured/supplied by Quadex, or approved equal.

1.12 GEOPOLYMER – CHARACTERIZATION TECHNIQUES

A process to rule out cementitious products and to quantitatively classify a Geopolymer shall include oxide composition and phase composition testing, using X-Ray Fluorescence (XRF) and X-Ray Diffraction (XRD), respectively. Both tests are necessary in order to rule out products with a high CaO content, the material in cementitious products most sensitive to chemical attack, and to ensure availability of sufficient free reactive/amorphous SiO_2 and Al_2O_3 materials in sufficient quantities to allow the product to cure through a process other than hydration, which is synonymous with a Geopolymer.

Using (XRF) and (XRD) together provides optimum information for both oxide composition and phase composition, respectively. Prior to testing, the aggregate and reinforcing fibers shall be removed from the product using a #200 mesh, the resulting material that passes through the mesh is referred to as the Geopolymer precursor powder. The material run through the mesh shall be unmodified and unground/undissolved accurately representing the Geopolymer Liner material as it will be provided out of the product packaging in the field.

A Geopolymer precursor, must contain significant amounts of reactive/amorphous SiO_2 and Al_2O_3 in particular ratios as determined by X-Ray Fluorescence (XRF). See: **Table 1**

Phase composition utilizing X-Ray Diffraction (XRD) shall then be used to quantify reactive/amorphous phases in the Geopolymer precursor powder. A significant amount of reactive/amorphous SiO_2 and Al_2O_3 is required for the polycondensation process. See: **Table 1**

Table 1

Oxide Content of Geopolymer Powder		Acceptable Values
Oxides		(% wt)
	Total SiO_2	40 – 55 %
	Amorphous SiO_2 (Geopolymer precursor*)	25 – 50 %
	Total Al_2O_3	13 – 30 %
	Amorphous Al_2O_3 (Geopolymer precursor*)	10 – 20 %
	Total amorphous*	>50 %
	Total of OPC crystalline phases* (% Portland Cement, i.e.: C_3S , C_2S , C_3A , C_4AF)	<28 %
	Total CaO	<25 %
	Total Na_2O	0.35 – 15.0 %
Oxide Ratios		(ratio)
	Amorphous SiO_2 / Amorphous Al_2O_3 (Ratio*)	>2.0
	Total Na_2O / Amorphous Al_2O_3 (Ratio*)	0.05 – 1.2

* Requires XRD Testing to be included along with XRF to ensure that the appropriate ratio of reactive/amorphous SiO_2 and Al_2O_3 are available in the geopolymer precursor to facilitate the polycondensation reaction of the product and ensure cure is not taking place primarily through hydration as with a cementitious product. Failure to perform XRD Testing may leave you with a cementitious product.

1.13 GEOPOLYMER – PHYSICAL PROPERTIES

The Geopolymer Liner material may be Centrifugally Cast, Manually Sprayed or Hand Troweled.

The Geopolymer Liner material shall be a factory blended, one-component (just add water), eco-friendly, micro-fiber reinforced ultra-dense geopolymer mortar synthesized from reactive SiO_2 and Al_2O_3 from industrial byproducts, enhanced with monocrystalline quartz aggregate. This material shall be formulated to restore structural integrity while eliminating the infiltration of groundwater, provide enhanced corrosion resistance and shall be specifically formulated for ease of mechanical pumping, spraying and spin casting.

The Geopolymer Liner shall not clog spinner heads or spray equipment.

The Geopolymer Liner shall be formulated to produce a liner with improved compressive and flexural strength, high adhesion to damp surfaces, lower permeability and increased resistance to aggressive chemical attack as compared to Portland Cement based systems.

The fiber reinforced formula shall be developed to: improve chemical resistance, improve hydraulic abrasion resistance, provide dimensional stability and protect against penetration by substances such as fats, oils, grease, gases and chloride ions as compared to Portland Cement based systems.

The finished infrastructure must be such that once the Geopolymer Liner sets, the total liner thickness will be homogeneous and monolithic.

The Geopolymer Liner material shall be independently certified by a neutral third-party certifying entity as a product with a reduced carbon footprint. The certifying body shall compare the geopolymer material to conventional rehabilitation products including portland cement and calcium aluminate repair mortars in addition to CIPP liner materials as baseline products, at minimum. Results of comparison should find that Geopolymer Liner material provides a reduced carbon footprint of no less than 40% for each of the above listed product classifications. The independent third-party certifying entity shall meet the following minimum requirements:

Be accredited by Accreditation Services International (ASI) and American National Standards Institute (ANSI).

Have a track record as an independent certifying body over a period of at least 30 years.

Have completed a minimum of 400 certifications for products.

The Geopolymer Liner material shall conform to the minimum requirements as presented in **Table 2**.

The typical material properties, presented as minimum requirements in **Table 2**, have been obtained through the performance of independent third-party laboratory testing following ASTM Standards performed under standard laboratory conditions. Only those properties as discussed in **Paragraph 1.09/B** of this section, prepared following the testing requirements per internal quality assurance/quality control, as discussed in **Paragraphs 1.05 and 1.08** of this section, are warranted or guaranteed by Quadex. Field tested material properties will meet or exceed warranted values. Material properties utilized in design engineering shall be equal or lesser of warranted values and values listed in **Table 2** which follows:

Table 2

Physical Properties	ASTM Reference	Requirements
Set Time	ASTM C 807	Min. Initial 60 mins Max. Final 240 mins
Compressive Strength	ASTM C 39 / C 109	Min. 8,000 psi 55.15 MPa @ 28 days
Flexural Strength	ASTM C 78 / C 293	Min. 800 psi 5.51 MPa @ 28 days
Density	ASTM C 138 / C 642	Dry 90–110 lb/ft ³ 1,441–1,762 kg/m ³ Wet 135–145 lb/ft ³ 2,162–2,323 kg/m ³
Chemical Resistance, Sulfuric Acid PH 1.0	ASTM C 267	Max 1.0% mass loss @ 12 weeks
Modulus of Elasticity	ASTM C 469	Min. 5x10 ⁶ psi 34.47 GPa @ 28 days
Split Tensile Strength	ASTM C 496	Min. 900 psi 6.2 MPa @ 28 days
Freeze Thaw Durability	ASTM C 666	Max 0.1% Loss @ 300 cycles
Bond Strength to Concrete	ASTM C 882	Min. 3,000 psi 20.68 MPa @ 28 days
Shrinkage Test	ASTM C 1090	Max 0.02% @ 28 days
Abrasion Resistance	ASTM C 1138	Max 1.5% Weight Loss @ 6 cycles on 28 day sample
Rapid Chloride Ion Permeability	ASTM C 1202	Very Low @ 28 days

1.14 GEOPOLYMER – LINER THICKNESS DESIGN

General Liner Thickness Guidelines - The design thickness of the centrifugally cast, manually sprayed or hand troweled liner is largely a function of the condition of the existing infrastructure, earth loading, traffic loading, hydraulic loading, earthquake loading, ground conditions, variations in the ground water through seasons, variations in conditions in the longitudinal direction and other factors that the Qualified Engineer retained by the Manufacturer may consider as important, given the local site conditions.

Signed and sealed designs shall be prepared and submitted by a Qualified Engineer, licensed in either the state of liner application or in the state in which the headquarters of the liner Manufacturer is located, in the following conditions:

Pipe/culverts – When non-round (Elliptical, Arch, box, etc.), when 60-inch | 1,500 mm and greater in diameter, when measured pipe ovality is greater than two percent (2%) or when bury depth as measured from top of pipe to top of ground over top the pipe at shallowest point is less than two times the pipe diameter.

Tunnels – All

Manholes/Boxes/Structures – When 25 VF | 7.62 m or greater in depth as measured from top of ground at the rim on the manhole. (When depth is less than 25 VF | 7.62 m, Manufacturers recommended **minimum thickness of 1.5-inch | 38.1mm** shall be used).

Other infrastructure – As directed by Owner/Engineer in project plans and specifications.

The thickness calculations are site specific and involve a careful consideration of loading conditions that are applicable to those for the construction phase and long-term service of the infrastructure in question. Therefore, such design steps or simpler equations cannot be presented in cases where a Qualified Engineer is required. In these cases, a Qualified Engineer, experienced in infrastructure liner design, should provide a stamped design thickness report, showing the assumptions made, input data used, design principles employed and the results of the

calculations that would meet the standard of care, expected of professionals practicing in the same region and time period.

As determined in **Paragraph 2.05/B** in this Section, the Licensed Applicator/Contractor shall submit Manufacturer's minimum recommended thicknesses or liner thickness calculations to the Owner/Engineer for review. Thickness or calculations shall substantiate sufficient liner thickness to achieve desired 50-year service life.

1. Regardless of design, **installation thickness of 1.5-inch | 38.1mm minimum** shall be achieved unless approved in writing from liner manufacturer prior to Bid.
2. For corrugated pipe, unless Owner/Engineer allows for corrugations not to be filled elsewhere in the plans/specification, corrugations shall be filled with liner material or alternative material approved by liner manufacturer prior to or as part of the installation process and shall not be considered as part of the installation thickness from the standpoint of achieving the 1.5-inch | 38.1mm minimum.

The Licensed Applicator/Contractor shall submit their proposal based upon the appropriate length, size, design life and host infrastructure parameters designated in the Project Plans and Specifications.

The Design Parameters shall be as presented in **Table 3**:

Table 3	
Design Parameter	Below to be filled in by Owner/Engineer
Shape / Size	68" & 73" Arch
Pipe Material	Corrugated Metal Pipe (CMP)
Length	+/- 240 LF Total
Bury Depth	n/a
Level of Deterioration	TBD
Ovality	Arch
Live Loading Conditions	n/a
Soil Density	n/a
Ground Water Elevation	n/a

1.15 INFILTRATION CONTROL

Heavy Infiltration

Injection grouting material shall be used to address heavy infiltration following Manufacturer's instructions. Apply injection grouting material as approved by the Geopolymer Liner Manufacturer.

Heavy infiltration means infiltration that meets the definition of a "runner" or "gusher", as defined by NASSCO's Pipeline Assessment Certification Program.

- a. Runner - water running into the sewer through a faulty joint or infrastructure wall. A continuous flow will be visible.
- b. Gusher - water entering the infrastructure "under pressure" through a defect or faulty joint.

Mild to Moderate Infiltration

All fast setting materials furnished shall be formulated to be applied in dry powder form, with no prior mixing of water, directly to active leaks under hydrostatic pressure in pipes, manholes or related structures. Materials shall consist of rapid setting cements, siliceous aggregates, and various accelerating agents. Material shall not contain chlorides, gypsum, or metallic particles.

1.16 INVERT REPAIR AND PATCHING

All material furnished shall be formulated to fill large voids in pipe, manholes and structure walls and to repair or reconstruct inverts where no hydrostatic pressure exists.

For infrastructure with heavily deteriorated inverts and which is rehabilitated under no flow or bypass conditions, where flow will not be returned until at least 12 hours after Geopolymer Liner application, Quad-Flow flowable fill with a minimum compressive strength of 5,000 psi | 34.47 MPa may be used.

For infrastructure which must be returned to service quickly, material shall consist of rapid setting cements, monocrystalline quartz aggregates, and various accelerating agents. Material shall not contain chlorides, gypsum, or metallic particles.

Physical Properties of approved quick-setting material shall exhibit the following minimum physical properties:

- a. Compressive Strength (ASTM C109)
 - (i) 1 day: >3,000 psi | 20.68 MPa

1.17 GEOPOLYMER LINER APPLICATION EQUIPMENT

Horizontal Infrastructure

Manufacturer approved equipment shall be used in the application of the specified Geopolymer Liner. The following outlines the equipment that is to be used on application to Horizontal Infrastructure. Such equipment may also be used on Vertical Infrastructure at the installer's discretion.

Major equipment components consist of a generator, an air compressor, a high-pressure washer, a high shear mixer, a high output pump, a spray nozzle or gyroscopic high-speed spin cast delivery assembly with an electronic retraction system capable of +/- 5% repeatability, and high-pressure hoses and couplings.

Application equipment shall include a high shear mixer and high output swing tube pump. In addition, the application equipment will have safety sensors that monitors specific operation parameters. This system ensures proper water to material ratios and material consistencies.

Application equipment shall have visible display for the rate of water addition. This will ensure water/material ratios are known and controlled. Water/material ratio must be maintained per Manufacturers' recommendations.

Application equipment shall measure the back pressure on the discharge side of the pump. The change in pressure will alert the operator to any potential changes in flow rates. Backpressures must not exceed the system providers' recommendations at all times.

Optional spinner head shall be attached to a gyroscopic mechanism to layer the materials. The gyroscopic mechanism can adjust the spinner head pattern and frequency. The multiple layering process allows more uniform application of the product and achieves higher thickness levels, in a single pass.

Optional retraction system, used with spinner installation method, shall be capable of pulling the sled assembly with no more than +/-5% tolerance.

Optional retraction system, used with spinner installation method, shall have a visible display that monitors the controlled rate of retraction.

The rate of retraction (if spun), dry material usage and length of application covered should be monitored and recorded in the Daily Application Log.

Vertical Infrastructure

Manufacturer approved equipment shall be used in the application of the specified Geopolymer Liner. The following outlines the equipment that is to be used on application to Vertical Infrastructure. While horizontal application equipment may be used for Vertical Infrastructure, vertical installation equipment may not be used on Horizontal Infrastructure unless approved in writing by the Product Manufacturer prior to bid.

Major equipment components consist of a generator, an air compressor, a pressure washer, a mortar mixer, a material pump, a spray nozzle or spinner head and material hose all to be trailer or skid/truck mounted and contained within a single platform.

Application equipment shall include a vertical shaft, horizontal blade mixer with at least a 45-gallon capacity and three stage progressive cavity material pump.

Application equipment shall have a water metering system to monitor the rate of water addition. This will ensure water/material ratios are known and controlled. Water/material ratio must be maintained per Manufacturers' recommendations.

Application equipment shall include a diesel engine/generator sufficiently sized to operate all components on the trailer as needed for completion of the lining.

Application equipment shall include sufficiently sized water transfer pump so as to provide continuous delivery of water to all components. Similarly, an adequately sized pressure washer for use in surface preparation and equipment clean-up is required.

Application equipment shall include an air compressor and reservoir providing compressed air for spray atomization.

Application equipment shall include either a manual spray nozzle, or a spinner head. Spinner head shall be attached to an electric winch mounted on a tripod allowing for control of vertical movement at a consistent rate.

1.18 EQUIPMENT MAINTENANCE

All equipment shall be in clean and good working conditions.

Maintenance and service shall be performed on the equipment at Manufacturers' recommended intervals.

Inspect the dry material screen above the mixer to ensure that there is no blockage or debris in the dry material feed point. Remove any debris prior to feeding dry powder.

Inspect the mixing chamber to ensure it that there is no blockage or debris. Remove any debris prior to mixing.

Inspect the receiving hopper to ensure there is no blockage or debris. Remove any debris or dry materials prior to application.

Inspect the swing tube (Horizontal Applications) or rotor stator (Vertical Applications) pump to ensure there is no debris or blockage in the pump. Remove any debris prior to application.

Spare parts or extra equipment should be kept on site to ensure rapid redeployment in the event of equipment failure.

PART 2 EXECUTION

2.01 ACCEPTABLE APPLICATORS

Geopolymer Liner must be applied by a Licensed Applicator of the Geopolymer Liner material Manufacturer, as discussed further in **Paragraph 1.04/B/1/c & 1.05/B** of this Section, and according to Manufacturer specifications.

Format and Preparation of Daily Activity Log and Daily Application Log:

Daily Activity Log and Daily Application Log, as detailed in **Paragraphs 1.08/C & D** of this Section, shall be on-site prior to commencement of the works. These Logs shall be used to document that the works are carried out following the standard steps and procedures. These Logs will be maintained on-site or electronically and available for viewing but will not be submitted.

A Daily Activity Log shall be prepared for each shift/application at each location. A Daily Application Log shall be completed any time Geopolymer Liner material is applied.

To ensure safety, an employee not otherwise engaged in the mixing and pumping of material shall be onsite and positioned outside the infrastructure to be lined to watch over the manned entry. A minimum of three employees must be on-site during preparation, mixing and pumping operations when an employee is making manned entry.

2.02 EXAMINATION

Licensed Applicator shall verify that surfaces and substrate conditions are ready to receive work. Generally, this can be described as a substrate that is free of dirt, grease, oils and foreign materials as removed by 3,500 psi | 241 bar pressure wash throughout which all active infiltration has been stopped or controlled so as to allow for lining. For lining of new infrastructure 5,000 psi | 345 bar or greater pressure wash will be required.

Licensed Applicator shall examine surfaces scheduled to be lined prior to commencement of work. Report to Owner/Engineer any condition that may potentially affect proper application.

Appropriate actions shall be taken to comply with regulatory and other applicable agencies with regard to environment, health and safety.

Any active flows shall be dammed, plugged or bypassed as required to ensure that the conveyed flow is maintained away from the surfaces to be lined. Flows should be totally plugged and/or diverted when lining the invert and during required dry/cure periods. All extraneous flows into the host infrastructure at or above the area lined shall be plugged and/or diverted until the Geopolymer Liner has cured per Manufacturer recommendations.

Installation of the Geopolymer liner shall not commence until the host infrastructure has been properly cleaned and repaired in accordance with **Paragraphs 3.04, 3.06 and 3.07** of this Section and Product Manufacturer recommendations.

Prior to and during application, care should be taken to avoid exposure of direct sunlight or other intense heat source to the infrastructure being lined unless otherwise instructed by the material Manufacturer.

2.03 BYPASS PUMPING

Maintain sanitary sewer service during the installation process, as required for acceptable completion of the work and / or to avoid damages due to sewer spills or overflows.

Install and operate bypass pumping equipment to maintain sewage flow around, and in some cases through, the host infrastructure being rehabilitated, and to prevent backup or overflow in compliance with Owner/Engineer requirements.

Coordinate with Owner/Engineer regarding potential upstream diversion strategies which could potentially reduce influent flow from upstream system.

Install all bypass and isolation material and equipment so as to not affect flow in upstream or downstream structures. The pump and bypass lines shall be of adequate capacity and size to at minimum handle the anticipated daily peak flow, as provided by Owner/Engineer at time of advertisement. Where required by Owner/Engineer, in project documents, bypass may be sized to address anticipated peak wet weather flows. Bypassing of sanitary sewer into the storm system will not be permitted. For all bypass pumping, pump noise shall be kept to a minimum.

2.04 SURFACE PREPARATION AND LIGHT CLEANING

- A. Excessive debris, sediment, root intrusion or other foreign materials which may impact the effectiveness of the surface preparation process shall be removed prior to the commencement thereof.
- B. Offset structural components, lids, covers, frames, etc. shall be reported to the Owner/Engineer so that direction related to further possible action may be discussed prior to the commencement of surface preparation.
- C. External soil/fill voids shall be remediated and/or stabilized by replacement or injection of stabilizing grout as determined appropriate by the Owner/Engineer at the amounts identified in the project Bid documents.
- D. Oils, grease, incompatible existing coatings, waxes, form release, curing compounds, efflorescence, sealers, salts, or other contaminants which may affect the performance and adhesion of the coating to the substrate shall be addressed per Manufacturers' recommendations.
- E. Choice of surface preparation method(s) should be based upon the condition of the structure and concrete or masonry surface, potential contaminants present, access to perform work, and the required cleanliness and profile of the prepared surface to receive the repair and/or lining product.
- F. Surface preparation method, or combination of methods, that may be used include high-pressure water cleaning (minimum 3,500 psi | 241 bar), water jetting, abrasive blasting, grinding or scarifying. When grease or oil are present within the host infrastructure, steam, heated water (up to 200°F | 93.3°C) or a detergent approved by Owner/downstream treatment facility owner/operator may be added to the water may be used integrally with the high-pressure water cleaning and other methods as referenced in industry accepted standards such as:
 - 1. ASTM-F-2551 Standard Practice for Installing a Protective Cementitious Liner System in Sanitary Sewer Manholes.
- G. Loose debris materials resulting from the cleaning of the structure shall be removed prior to application of the Geopolymer Liner material.
- H. Loose or defective brick, concrete, grout, ledges, and all steps shall be removed to provide an even surface prior to application of Geopolymer Liner material.
- I. Exposed rebar shall be pressure washed to remove any extraneous materials, such as dirt, oil, grease, debris and loose rust scale. Geopolymer lining using the selected application method can then begin, lining to the required application thickness.

2.05 PRE-CONSTRUCTION INSPECTIONS

Prior to sealing of active leaks, invert repair and patching and lining, the Licensed Applicator's experienced personnel competent in the inspection of large diameter pipes and/or related manholes and structures will clean the infrastructure to be rehabilitated and provide pre-construction videos of the complete limits of the infrastructure to be rehabilitated as well as the project site utilizing color video inspection equipment. As an alternative, color photos are acceptable for manholes and structures. The interior of the effected host infrastructure shall be carefully inspected to determine the location of and conditions which may prevent the proper installation of the Geopolymer Liner, and these conditions shall be addressed per Geopolymer Manufacturers' standards prior to application of Geopolymer Liner

material. Documentation shall be submitted to the Owner/Engineer following commencement of work.

2.06 SEALING ACTIVE LEAKS

The work consists of hand applying a dry quick-setting cementitious mix or, for heavy leaks, chemical grout formulated to instantly stop running water or seepage in all types of concrete, metal and masonry pipes, manholes and structures. The Licensed Applicator shall apply an approved quick-setting mortar or chemical grout in accordance with Manufacturer's recommendations and the following requirements.

1. The area to be repaired must be clean and free of debris to the extent the repair material will bond to the surface of the affected area.
2. For quick-setting mortar, with gloved hand, place a generous amount of the dry quick-setting cementitious material to the active leak, with a smooth fast motion, maintaining external pressure for 60 seconds, repeat until leak is stopped.
3. Proper application should not require any special mixing of product or special curing requirements after application.

- B. Materials, additives, mixture ratios, and procedures utilized for the grouting process shall be in accordance with Manufacturer's recommendations and shall be appropriate for the application.

2.07 INVERT REPAIR AND PATCHING

The work consists of mixing and applying flowable fill or a rapid setting, high early strength, non-shrink patching material to fill all large voids and repair inverts prior to applying Geopolymer Liner to the infrastructure in accordance with **Paragraphs 2.07/B and C** of this Section. For pipe or manhole invert repairs, flow must be temporarily restricted prior to cleaning and during repair.

1. The area to be repaired must be capable of receiving the appropriate repair material.
2. Mix water shall be clean potable water and require no additives or admixtures for use with patching materials.
3. Flowable fill shall be mixed on-site or delivered to the site ready for use. Patching material shall be mixed in a mortar tub, 5-gallon | 19 liter pail or mixer/hopper with water per Manufacturers' specifications. Material should be mixed in appropriate quantities, to avoid setting prior to placement in voids or inverts.
4. Once mixed to proper consistency, the materials shall be applied to the invert or void areas by pump, hand or trowel. In invert applications, care should be taken to not apply excessive material in the channel, which could restrict flow. Once applied, materials should be smoothed either by hand or trowel in order to facilitate flow.
5. Flows in inverts patched with rapid cure invert repair and patching material discussed in **Paragraph 2.07** can be reestablished within 30 minutes of material placement. Flows in inverts patched with flowable fill material discussed in **Paragraph 2.07** shall not be reestablished until at least 12 hours have passed, unless otherwise directed by Manufacturer.

2.08 PRE-LINING INSPECTIONS

Following the sealing of active leaks, invert repair and patching and preparation of the infrastructure, prior to application of the Geopolymer Liner material, the Licensed Applicator's experienced personnel competent in the inspection of large diameter pipes and/or related manholes and structures will provide pre-lining videos of the infrastructure to be rehabilitated utilizing color video inspection equipment. Licensed Applicator can perform inspection one section at a time, or as a single inspection of the complete limits of the work, so long as no spray application of Geopolymer Liner material is installed in the infrastructure until that infrastructure's pre-lining condition has been documented. As an alternative, color photos are

acceptable for manholes and structures. The interior of the effected host infrastructure shall be carefully inspected to provide confirmation that the conditions identified during Pre-Construction Inspection, as discussed in Paragraph 3.05, have been addressed per Geopolymer Manufacturers' standards prior to application of Geopolymer Liner material. Documentation shall be submitted to the Owner/Engineer following commencement of work.

2.09 MIXING OF THE GEOPOLYMER LINER MATERIAL

Licensed Applicator shall add the Geopolymer Liner material to the batch water following the Manufacturers' water/material ratio precisely. Precision metering of water in mixer is required to maintain the strict water to material ratio. The ability to closely adjust and monitor the addition of water through the use of a water meter is required.

Mixing water temperatures must be determined before blending operations begin. The mixing water temperature must be recorded in the Data Application Log at multiple times throughout the day during the installation process. Water temperatures should be maintained at all times to within the limits required by the System Supplier or Manufacturer. The ability to provide mixing water at a consistent temperature is a critical aspect of the mixing and installation process.

The lining material shall be mixed in a high shear mixer, or similar, to ensure thorough and uniform mix of water with the material prior to pumping.

The mixing operations must be performed so that the minimum of dust is released into the surrounding environment.

The batch style mixing, precise metering of water and pump rate eliminates wet/dry and thick/thin variations resulting in a uniform structure liner regardless of the pumping distance.

Multiple application nozzles should be onsite at all times to address any application issues or failure of the nozzle.

2.10 APPLICATION OF GEOPOLYMER LINER MATERIAL

The work consists of spray applying and/or centrifugally spin-casting the specified Geopolymer Liner material to the inside of an existing structure. The necessary equipment and application methods to apply the liner materials shall be only as provided by the material Manufacturer. Material shall be mixed in accordance with Manufacturer's specifications to proper consistency, then the materials shall be pumped through a high-pressure material hose for delivery to the appropriate and / or selected application device.

In brick, block, rock, concrete and corrugated metal pipelines, tunnels and manholes with deteriorated surfaces, mortar material shall be applied to specified thickness, but no less than one (1)-inch | 25.4mm, unless otherwise approved in writing by the Manufacturer prior to bid. In corrugated metal, the corrugations shall be completely filled prior to application of the design thickness. Application on all pre-cast/poured-in-place manholes shall occur after preparing surfaces. Material shall be applied to the bench and invert area in such a manner as to provide for proper drainage without ponding and to compensate for abrasion. Material must be applied only when surfaces are damp, saturated surface-dry (SSD), but with no visible active infiltration.

Hand Troweled Application

1. In locations where equipment access is limited, or work scope is such that mobilization of equipment is not justifiable, material may be hand troweled into place.
2. Proper mixing should be achieved with a portable mixing unit of sufficient strength to thoroughly mix product to Manufacturers recommended consistency.

3. Application of material shall be performed in a manner such that material is applied evenly and consistently throughout the entirety of the structure.
4. Material shall be applied to a specified uniform minimum thickness no less than 1-inch | 25.4mm, unless otherwise approved in writing by Manufacturer prior to bid. Should design have been prepared by a Qualified Engineer, as discussed in **Paragraph 2.05/B**, then thickness shall meet or exceed thickness indicated by the Qualified Engineer.
5. Material shall be applied to the bench/invert area in such a manner as to provide for proper drainage without ponding and accounting for anticipated abrasion.
6. Troweling of materials shall begin immediately following the mixing of the product. Initial troweling shall be in a motion, to compress the material into any voids within the structure walls. Precautions should be taken not to over trowel.
7. In vertical installation applications, once troweling has been completed, the applied liner should be brushed or sponged to remove trowel marks and to break up the latent surface brought about by troweling. Brushing/sponging should be in the horizontal plane and as with troweling do not over work the lining material. In horizontal applications, brushing/sponging should be performed if specifically required in the project plans and/or specifications.

Hand Spray Application

8. Material hose shall be coupled to a low-velocity spray application nozzle. Pumping of the material shall commence and the mortar shall be atomized by the introduction of air at the nozzle, creating a low-velocity spray pattern for material application.
9. Spraying shall be performed in a manner such that material is applied evenly and consistently throughout the entirety of the structure.
10. Material shall be applied to a specified uniform minimum thickness no less than 1-inch | 25.4mm, unless otherwise approved in writing by Manufacturer prior to bid. Should design have been prepared by a Qualified Engineer, as discussed in **Paragraph 2.05/B**, then thickness shall meet or exceed thickness indicated by the Qualified Engineer.
11. Material shall be applied to the bench/invert area in such a manner as to provide for proper drainage without ponding and accounting for anticipated abrasion.
12. Troweling of materials shall begin immediately following the spray application. Initial troweling shall be in a motion, to compress the material into any voids within the structure walls. Precautions should be taken not to over trowel.
13. In vertical installation applications, once troweling has been completed, the applied liner should be brushed or sponged to remove trowel marks and to break up the latent surface brought about by troweling. Brushing/sponging should be in the horizontal plane and as with troweling do not over work the lining material. In horizontal applications, applied material should be troweled smooth. Brushing/sponging should be performed if specifically required in the project plans and/or specifications.

Centrifugal Application

Spin-cast unit shall be approved by the material Manufacturer. Mechanical insertion/extraction equipment and retraction speeds shall be calibrated to the structure diameter to ensure uniform application to specified thickness. Material hose shall be coupled to the spin-cast unit. The spin-cast unit shall then be positioned within the center of the horizontal or vertical structure or as appropriate for uniform application and coverage.

14. Vertical Structures/Manholes
 - a. Initially locate the spinner at either the top of the manhole chimney or the lowest point corresponding to the junction of the manhole bench and walls.
 - b. The spin-cast unit shall then be initialized and pumping of the material shall commence.
 - c. As the mortar begins to be centrifugally cast evenly around the interior of the structure, the rotating applicator head may be cycled up and down in multiple passes. When installing in rough, non-uniform vertical structures, a controlled

retrieval speed conducive to providing a uniform material thickness on the structure walls shall be maintained.

15. Horizontal Structures/Pipes

- a. The Geopolymer Liner material delivery hose shall be coupled to a medium-velocity spray application nozzle.
- b. Pumping of the material shall commence and the material shall be spin-cast onto the pipe surface.
- c. A gyroscopic head that has a speed adjustment for making multiple position changes per minute is required. The gyroscopic head allows the spin cast mechanism and the associated selected nozzle to make multiple passes on the pipe wall in a single pass of the sled assembly.
- d. Spraying of a pipe shall be performed in a manner such that material is applied evenly and consistently throughout the entirety of the structure/pipe.
- e. Geopolymer Liner shall be applied to a specified uniform minimum thickness no less than 1-inch | 25.4mm, unless otherwise approved in writing by Manufacturer prior to bid. Should design have been prepared by a Qualified Engineer, as discussed in **Paragraph 2.05/B**, then thickness shall meet or exceed thickness indicated by the Qualified Engineer.
- f. The Geopolymer Liner delivery hose shall be coupled to a gyroscopic applicator device. The gyroscopic applicator shall then be positioned within the center, or as required to achieve uniform coverage as dictated by the diameter, size and shape of the pipe.
- g. As the material begins to be gyroscopically cast evenly around the interior of the cavity, the rotating applicator head shall produce a uniform material thickness to the repair surface.
- h. Controlled multiple passes shall then be made, if necessary, until the specified minimum finished thickness is attained. If the procedure is interrupted for any reason, the operator shall arrest the longitudinal transition of the applicator head until flows are recommenced.
- i. Material thickness may be verified at any point with an approved depth gauge. If additional material is required at any level, the gyroscopic applicator head shall be placed at the location and application shall recommence until that area meets the required thickness.
- j. The lining material shall be applied to a damp surface, with no free water.
- k. The medium-velocity spray nozzle and the gyroscopic spin casting head may be used in conjunction to facilitate uniform application of the material to irregularities in the contour of the pipe walls.
- l. Proper steps shall be taken to ensure the material is cured in a moist and moderate climate as directed by the Manufacturer per **Paragraph 1.07**. General underground conditions are usually adequate to meet this curing requirement.

2.11 CURING OF THE GEOPOLYMER LINER MATERIAL

The Manufacturer's recommended cure schedule must be strictly adhered to at all times.

SPECIAL NOTE: The use of curing compounds is not recommended for Geopolymer Liner material.

2.12 REINSTATEMENT OF LATERALS AND CONNECTING PIPES

Using the records from the pre-construction inspections, the Licensed Applicator shall insure that all laterals and other connecting pipes are properly reinstated and put back in service. Any excessive Geopolymer Liner material at the connection shall be removed.

The Licensed Applicator shall insure that no infiltration is originating at the point of connection. If it is, the Licensed Applicator shall seal the leak with appropriate product(s).

The laterals and pipe connections shall then be completed by hand, applying the liner to the outer surface of the connection to the pipe and smoothly tapering it into the lateral or connecting pipe. No rough edges or abrupt transitions that could catch debris or hinder the flow shall remain.

2.13 TERMINATION AND SEALING AT MANHOLES, JUNCTIONS, BENDS, INLETS, OUTLETS, SHAFTS AND OTHER STRUCTURES

Termination of the Geopolymer Liner at the end of a pipe or manhole shall be completed by hand applying the liner to the outer surface of the pipe or into the interior of the manhole.

Unless specifically directed otherwise in the project plans/specification, all starter/intermediate/terminal manholes/junctions/bends/other structures which are directly impacted by rehabilitation activities will also receive an application of Geopolymer Liner. If no direction is provided, or should information conflict, these manholes are to be lined with a minimum thickness of 1-inch | 25.4mm. The junctions, bends, shafts, and other structures are to be lined with a minimum thickness of 1.5-inch | 38.1mm. Refer to **Paragraph 2.05/B/3**, this Section, for design requirements.

Unless specifically directed otherwise in the project plans/specifications, all manholes which have been lined with Geopolymer Liner material will receive an application of Chimney Guard chimney treatment. Material is to be installed from the bottom of the cover extending down the shaft a minimum of 12-inches | 300mm and maximum of 18-inches | 450mm as measured vertically into the MH shaft. The surface is to be prepared as follows:

Steel is to be prepared by grinding meeting SSPC-SP 11 followed by cleaning meeting SSPC-SP 1 as a final preparation, resulting in a final minimum surface profile of 1 mil.

Freshly installed mortars, which have been brush finished, are to be prepared by pressure washing at 3,500 psi | 241 bar sufficiently to remove loose dust and debris, following chimney treatment manufacture instructions for durations between product installations.

If installing to a previously mortar lined MH, prepare surface by 5,000 psi | 345 bar pressure wash sufficient to both score the surface and remove loose dust and debris.

If installing to a previously polymeric lined MH, prepare surface by abrading the material with 80-100 grit sandpaper followed by cleaning meeting SSPC-SP 1 as a final preparation to a surface profile of 3mils.

If installing to a new precast or cast-in-place MH, abrasive blast or 7,000 psi | 483 bar pressure wash to a finish between ICRI-CSP 3 to ICRI-CSP 5.

Unless specifically directed otherwise in the project plans/specifications, all manholes which have been lined with Geopolymer Liner material will be fitted with a MH Insert. For ordering, measurements will need to be taken of the following:

A – MH Cover Internal Diameter

B – MH Cover Internal Thickness

C – MH Frame Ring Bearing Surface Outer Diameter

D – MH Frame Ring Bearing Surface Internal Diameter

2.14 END OF SHIFT EQUIPMENT CLEAN UP PROCEDURES

All equipment and materials used during the day/shift operations shall be properly cleaned/covered and stored.

All hoses, fittings, pumps, mixers, spray head equipment, retraction equipment will be cleaned both inside and out.

All mixed Geopolymer and support materials not used in application shall be captured and disposed of properly.

2.15 FINAL INSPECTION

A visual inspection should be made by the Inspector and Licensed Applicator periodically throughout the progression of construction, prior to the completion of a lining stage. Any deficiencies in the finished lining shall be marked and repaired by the Licensed Applicator according to the procedures set forth herein.

While infrequent, small points of infiltration and/or surface cracking may occur in newly lined infrastructure. As with other trenchless repair technologies, repair methods are available to address the areas of concern and restore the infrastructure to its intended condition. To address the observed conditions, the following activities are to be performed:

1. Points of Infiltration – The area will be cleaned and treated with either a topical application of patching material or in more severe cases will be drilled and chemical grout will be injected to permanently stop infiltration.
2. Surface Cracks – The area around the crack will be cleaned and the crack opened using a small wire brush. The crack will then be rinsed and filled and blended to match the surrounding surface creating a permanent solution.

At the completion of a lining stage of the infrastructure and once all repairs have been made and accepted, the inspector should indicate acceptance of the work and general conformance with the plans and specifications by signing a Project Sign-off Form provided by the Licensed Applicator/Contractor. Once signed, the Licensed Applicator should document a final inspection video (1 copy) of the completed line segments. This inspection shall be performed by a color video inspection system. As an alternative, color photos are acceptable for manholes, structures and other Vertical Infrastructure. The finished Geopolymer Liner shall be continuous over the entire length of all runs and be free of wet spots. No infiltration of groundwater shall be observed. All service entrances shall be accounted for and shall be unobstructed. Documentation shall be submitted to the Owner/Engineer by the Licensed Applicator/Contractor.

- END OF SECTION 09 96 56 -



5450 HURD PL SUITE E • EL PASO • TEXAS 79912
TEL. No. (915) 584-2098 • FAX No. (915)584-1011
E-MAIL: info @blackstalliongroup.com

April 18, 2023

CHANGE ORDER #5

Alexis Dominguez
Capital Improvement Department
218 N. Campbell St, Second Floor
El Paso, Texas 79901

CMP GEOPOLYMER REHABILITATION

ITEM	DESCRIPTION	UNIT OF MEASURE	QUANTITY	UNIT PRICE	TOTAL
1	APPLICATION OF GEOSPRAY AT 1.5" ON EXISTING 120" DIAMETER ELLIPTICAL CMP PIPE. ESTIMATED TOTAL OF 7,080 SF ON PIPE AND HEADWALL.	EA	1	\$ 331,554.08	\$ 331,554.08

SUBTOTAL \$ 331,554.08
BOND % \$ 9,946.62
TOTAL \$ **341,500.70**

NOTE: ADD 30 CALENDAR DAYS TO THE CONTRACT. PRICING VALID FOR 30 DAYS.

EXCLUSIONS: *

*

*

OFFERED BY:

BLACK STALLION CONTRACTORS, INC.



CANTERBURY TRAIL IMPROVEMENTS

SOLICITATION NO. 2022-0402

CMP GEOPOLYMER REHABILITATION

CHANGE ORDER No.5

DESCRIPTION	QTY	UNIT	UP	LABOR EXTENSION	UP	EQUIPMENT EXTENSION	UP	MATERIALS EXTENSION	UP	SUBCONTRACTOR EXTENSION	TOTALS
LABOR											
SUPER INTENDENT	40	HR	\$ 30.00	\$ 1,200.00							\$ 1,200.00
WATER TRUCK DRIVER	80	HR	\$ 18.00	\$ 1,440.00							\$ 1,440.00
EQUIPMENT											
WORK TRUCK	40	HR			\$ 20.00	\$ 800.00					\$ 800.00
WATER TRUCK & WATER	1	MO			\$ 2,803.19	\$ 2,803.19					\$ 2,803.19
BACKHOE		MO			\$ 3,718.00	\$ -					\$ -
SMALL TOOLS		LS			\$ 1,000.00	\$ -					\$ -
FUEL	100	GAL			\$ 4.50	\$ 450.00					\$ 450.00
MATERIALS											
SUBCONTRACTORS											
TRAFFIC CONTROL	0.5	MO							\$ 7,475.00	\$ 3,737.50	\$ 3,737.50
SWPPP	0.5	MO							\$ 2,300.00	\$ 1,150.00	\$ 1,150.00
LEWIS CONCRETE RESTORATION	7080	SF							\$ 39.00	\$ 276,120.00	\$ 276,120.00
	SUB-TOTAL LABOR				\$ 2,640.00						
	LABOR BURDEN				\$ 607.20						\$ 607.20
	TOTAL LABOR				\$ 3,247.20						
SUB-TOTAL					\$ 3,247.20	\$ 4,053.19		\$ -		\$ 281,007.50	
MARKUP	15.00%				\$ 487.08	\$ 607.98		\$ -		\$ 42,151.13	\$ 43,246.18
TOTALS					\$ 3,734.28	\$ 4,661.17		\$ -		\$ 323,158.63	\$ 331,554.07
								BOND 3%			\$ 9,946.62
								TOTAL COST			\$ 341,500.70

LEWIS CONCRETE RESTORATION

Physical: 9209 Williamson Rd, Buda, TX 78610

A Specialty Concrete Coating and Restoration Company

*TX HUB and MWSBE Certified Austin and South Texas *AR, LA, TN, MS Contractor

April 4, 2023

Hector Luna

Black Stallion Construction

RE: Canterbury Trail Improvements

City of El Paso, TX

We are pleased to submit our proposal for the surface preparation and Geopolymer Rehabilitation for the above referenced project.

Scope of Work:

Storm Drain Rehab

- Application of GeoSpray at 1.5" on existing 120" diameter elliptical CMP pipe..... \$38.75 / SF
 - Estimated Total of 7,080 SF on pipe & headwall @ \$38.75/SF = \$274,350.00

Mobilization..... \$1,770.00/EA

Note: Pricing Valid for 30 days. Additional waivers-\$250. Additional Insurance required beyond current coverage, client to be charged full amount. All Additional/Onsite Safety classes will be charged accordingly. Registration requirements to data bases will be charged accordingly. 2 weeks' notice prior to mobilization.

Payment: Net Due 30 Days

Lewis Concrete Restoration (LCR) will provide:

All labor, material, equipment, pre-approved insurance, water blaster, scaffolding, and supervision necessary to complete the scope of work. Testing available upon request. All material will be applied to specifications. Water infiltration is not included. Bypass pumping is not included. LCR warrants workmanship (non-bonded) of scope of work performed for 1 year. Owner or Contractor is responsible for defects and/or changes in substrate caused by owner or acts by nature.

Client to provide: Payment Bond information required prior to mobilization.

Uninterrupted access to jobsite, suitable water source for water blasting and mixing of materials, and water meter. Any and all traffic control, dewatering, by-pass pumping or sludge removal, restrooms, contract required or purchase order number needed to proceed, LCR job information form, and Sales Tax Exempt/Resale certificate. All change orders require signed contract or PO prior to commencement of work. Contractor to provide actual field measurements and timely notice within 30 days of LCR's invoice date of discrepancies found.

If you have any questions regarding this quote, please contact Eric Lewis @ 512-923-6724 or Collis Parrish @ 832-428-7625

Phone: 832-428-7625

Email: cparrish@lewisconcreterestoration.com

Page 1 of 1

273

Canterbury Trail Improvements - Bid Evaluation

Allen Concrete

Bid	Amount
BB1	\$ 1,027,961.13
BB2	\$ 424,541.99
BB3	\$ 91,699.97
BB4	\$ 849,737.49
BB5	\$ 2,861,600.08
Total (BB1-5)	\$ 5,255,540.66
Alt 1	\$ 61,950.96
Alt 2	\$ 439,668.00
Total (including Alt)	\$ 5,757,159.62

Highest

Black Stallion

Bid	Amount
BB1	\$ 965,890.61
BB2	\$ 544,248.21
BB3	\$ 97,967.48
BB4	\$ 918,798.67
BB5	\$ 490,657.00
Total (BB1-5)	\$ 3,017,561.97
Alt 1	\$ 82,972.75
Alt 2	\$ 555,162.27
Total (Including Alts)	\$ 3,655,696.99

3rd Lowest

Keystone

Bid	Amount
BB1	\$ 751,386.75
BB2	\$ 473,266.47
BB3	\$ 81,585.45
BB4	\$ 795,636.07
BB5	\$ 455,157.18
Total (BB1-5)	\$ 2,557,031.92
Alt 1	\$ 30,124.94
Alt 2	\$ 410,441.71
Total (Including Alts)	\$ 2,997,598.57

Lowest

Martinez Bros

Bid	Amount
BB1	\$ 881,610.47
BB2	\$ 399,925.40
BB3	\$ 85,782.20
BB4	\$ 935,039.80
BB5	\$ 655,980.80
Total (BB1-5)	\$ 2,958,338.67
Alt 1	\$ 51,282.96
Alt 2	\$ 265,044.00
Total (including Alts)	\$ 3,274,665.63

2nd Lowest

Mirador

Bid	Amount
BB1	\$ 1,007,969.78
BB2	\$ 577,053.24
BB3	\$ 101,904.80
BB4	\$ 1,050,714.71
BB5	\$ 500,756.52
Total (BB1-5)	\$ 3,238,399.05
Alt 1	\$ 68,772.04
Alt 2	\$ 421,071.10
Total (including Alts)	\$ 3,728,242.19

4th Lowest

Project Manager performed an independent estimate based on previously bided items, the cost to be \$418,277.40 (average of original bids) Cost were found reasonable based on comparison of the contractors proposed to the independent estimate.



Legislation Text

File #: 23-1007, 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

Capital Improvement Department, Yvette Hernandez, (915) 212-0065

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 an Advance Funding Agreement by and between the City of El Paso and the State of Texas, acting by and through the Texas Department of Transportation, for the design and construction of the Highway Safety Improvement Program grant improvements Pedestrian Hybrid Beacon on Stanton Street at Boston Avenue, which has an estimated total project cost of \$257,849.24 of which the estimated local government participation amount is estimated at \$33,605.89 plus any cost overruns. Further, that the City Manager, or designee, is authorized to sign all documents, agreement amendments, and perform all actions required to carry out the obligations of the City under this agreement.

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

AGENDA DATE: August 01, 2023
PUBLIC HEARING DATE: N/A

CONTACT PERSON(S) NAME AND PHONE NUMBER: Yvette Hernandez, (915) 212-0065

DISTRICT(S) AFFECTED: 8

STRATEGIC GOAL: No.7: Enhance and Sustain El Paso's Infrastructure Network

SUBGOAL: N/A

SUBJECT:

That the City Manager, or designee, be authorized to sign an Advance Funding Agreement by and between the City of El Paso and the State of Texas, acting by and through the Texas Department of Transportation, for the design and construction of the Highway Safety Improvement Program grant improvements Pedestrian Hybrid Beacon on Stanton Street at Boston Avenue, which has an estimated total project cost of \$257,849.24 of which the estimated local government participation amount is estimated at \$33,605.89 plus any cost overruns. Further, that the City Manager, or designee, is authorized to sign all documents, agreement amendments, and perform all actions required to carry out the obligations of the City under this agreement.

BACKGROUND / DISCUSSION:

The scope of work for the Project consists of the construction of a Pedestrian Hybrid Beacon on Stanton Street at Boston Avenue

PRIOR COUNCIL ACTION:

N/A

AMOUNT AND SOURCE OF FUNDING:

Federal & State
COs

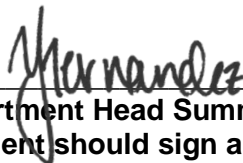
HAVE ALL AFFECTED DEPARTMENTS BEEN NOTIFIED? X YES ___ NO

PRIMARY DEPARTMENT: Capital Improvement Department

SECONDARY DEPARTMENT:

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

DEPARTMENT HEAD:



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

RESOLUTION

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

THAT the City Manager, or designee, be authorized to sign an Advance Funding Agreement by and between the City of El Paso and the State of Texas, acting by and through the Texas Department of Transportation, for the design and construction of the Highway Safety Improvement Program grant improvements Pedestrian Hybrid Beacon on Stanton Street at Boston Avenue, which has an estimated total project cost of \$257,849.24 of which the estimated local government participation amount is estimated at \$33,605.89 plus any cost overruns. Further, that the City Manager, or designee, is authorized to sign all documents, agreement amendments, and perform all actions required to carry out the obligations of the City under this agreement.

APPROVED this _____ day of _____, 2023.

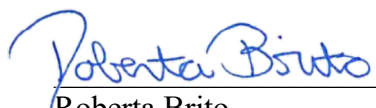
THE CITY OF EL PASO:

ATTEST:

Oscar Leaser
Mayor

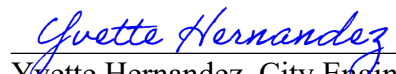
Laura D. Prine
City Clerk

APPROVED AS TO FORM:



Roberta Brito
Senior Assistant City Attorney

APPROVED AS TO CONTENT:



Yvette Hernandez, City Engineer
Capital Improvement Department

TxDOT:				Federal Highway Administration:	
CSJ #	0924-06-684			CFDA No.	20.205
District #	24 – ELP	AFA ID	Z00004975	CFDA Title	Highway Planning and Construction
Code Chart 64 #	13400				
Project Name	ELP_StantonSt_COEP_1(2022)			AFA Not Used For Research & Development	

STATE OF TEXAS §

COUNTY OF TRAVIS §

ADVANCE FUNDING AGREEMENT
For
Highway Safety Improvement Program
Off-System

THIS AGREEMENT (Agreement) is made by and between the State of Texas, acting by and through the **Texas Department of Transportation** called the “State”, and the **City of El Paso**, acting by and through its duly authorized officials, called the “Local Government”. The State and Local Government shall be collectively referred to as “the parties” hereinafter.

WITNESSETH

WHEREAS, federal law establishes federally funded programs for transportation improvements to implement its public purposes, and

WHEREAS, the Texas Transportation Code, Section 201.103 establishes that the State shall design, construct and operate a system of highways in cooperation with local governments, and Section 222.052 authorizes the Texas Transportation Commission to accept contributions from political subdivisions for development and construction of public roads and the state highway system within the political subdivision, and

WHEREAS, federal and state laws require local governments to meet certain contract standards relating to the management and administration of State and federal funds, and

WHEREAS, the Texas Transportation Commission has codified 43 TAC, Rules 15.50-15.56 that describe federal, state, and local responsibilities for cost participation in highway improvement and other transportation projects, and

WHEREAS, the Texas Transportation Commission passed Minute Order Number **116292** authorizing the State to undertake and complete a highway improvement or other transportation project generally described as **Install Pedestrian Hybrid Beacon - Stanton Street at Boston Avenue**. The portion of the project work covered by this Agreement is identified in the Agreement, Article 3, Scope of Work (Project), and

WHEREAS, the Texas Transportation Commission has not authorized funding for the construction of the highway improvement or other transportation project and the project is not currently listed and approved for construction in the Unified Transportation Program (UTP) or Statewide Transportation Improvement Program (STIP). This Agreement does not represent a commitment to future project funding for any project elements, including construction, not specifically outlined in the Agreement. Costs not specifically identified as reimbursable under this Agreement will not be requested or reimbursed.

TxDOT:				Federal Highway Administration:	
CSJ #	0924-06-684			CFDA No.	20.205
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WHEREAS, the Governing Body of the Local Government has approved entering into this Agreement by resolution, ordinance, or commissioners court order dated **{Enter Date of Resolution}**, which is attached to and made a part of this Agreement as Attachment C, Resolution, Ordinance, or Commissioners Court Order (Attachment C). A map showing the Project location appears in Attachment A, Location Map Showing Project (Attachment A), which is attached to and made a part of this Agreement.

NOW, THEREFORE, in consideration of the premises and of the mutual covenants and agreements of the parties, to be by them respectively kept and performed as set forth in this Agreement, it is agreed as follows:

AGREEMENT

1. Responsible Parties:

For the Project covered by this Agreement, the parties shall be responsible for the following work as stated in the article of the Agreement referenced in the table below:

1.	Local Government	Utilities	Article 8
2.	State	Environmental Assessment and Mitigation	Article 9
3.	State	Architectural and Engineering Services	Article 11
4.	State	Construction Responsibilities	Article 12
5.	Local Government	Right of Way and Real Property	Article 14

2. Period of the Agreement

This Agreement becomes effective when signed by the last party whose signing makes the Agreement fully executed. This Agreement shall remain in effect until the Project is completed or unless terminated as provided below.

3. Scope of Work

The scope of work for the Project consists of the construction of a Pedestrian Hybrid Beacon on Stanton Street at Boston Avenue, as shown in Attachment A- Location Map.

4. Project Sources and Uses of Funds

The total estimated cost of the Project is shown in Attachment B, Project Budget (Attachment B) which is attached to and made a part of this Agreement.

- A. If the Local Government will perform any work under this Agreement for which reimbursement will be provided by or through the State, the Local Government must complete training. If federal funds are being used, the training must be completed before federal spending authority is obligated. Training is complete when at least one individual who is working actively and directly on the Project successfully completes and receives a certificate for the course entitled "Local Government Project Procedures and Qualification for the Texas Department of

TxDOT:				Federal Highway Administration:	
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Transportation” and retains qualification in accordance with applicable TxDOT procedures. Upon request, the Local Government shall provide the certificate of qualification to the State. The individual who receives the training certificate may be an employee of the Local Government or an employee of a firm that has been contracted by the Local Government to perform oversight of the Project. The State in its discretion may deny reimbursement if the Local Government has not continuously designated in writing a qualified individual to work actively on or to directly oversee the Project.

- B. The expected cash contributions from the federal government, the State, the Local Government, or other parties are shown in Attachment B. The State will pay for only those Project costs that have been approved by the Texas Transportation Commission. For projects with federal funds, the State and the federal government will not reimburse the Local Government for any work performed before the federal spending authority is formally obligated to the Project by the Federal Highway Administration (FHWA). After federal funds have been obligated, the State will send to the Local Government a copy of the formal documentation showing the obligation of funds including federal award information. The Local Government is responsible for 100% of the cost of any work performed under its direction or control before the federal spending authority is formally obligated.
- C. Attachment B shows, by major cost categories, the cost estimates and the party responsible for performing the work for each category. These categories may include but are not limited to: (1) costs of real property; (2) costs of utility work; (3) costs of environmental assessment and remediation; (4) cost of preliminary engineering and design; (5) cost of construction and construction management; and (6) any other local project costs.
- D. The State will be responsible for securing the federal and State share of the funding required for the development and construction of the local Project. If the Local Government is due funds for expenses incurred, these funds will be reimbursed to the Local Government on a cost basis.
- E. The Local Government will be responsible for all non-federal or non-State participation costs associated with the Project, unless otherwise provided for in this Agreement or approved otherwise in an amendment to this Agreement. For items of work subject to specified percentage funding, the Local Government shall only in those instances be responsible for all Project costs that are greater than the maximum State and federal participation specified in Attachment B and for overruns in excess of the amount specified in Attachment B to be paid by the Local Government.
- F. The budget in Attachment B will clearly state all items subject to fixed price funding, specified percentage funding, and the periodic payment schedule, when periodic payments have been approved by the State.
- G. When the Local Government bears the responsibility for paying cost overruns, the Local Government shall make payment to the State within thirty (30) days from the receipt of the State’s written notification of additional funds being due.
- H. When fixed price funding is used, the Local Government is responsible for the fixed price amount specified in Attachment B. Fixed prices are not subject to adjustment unless (1) differing site conditions are encountered; (2) further

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- definition of the Local Government's requested scope of work identifies greatly differing costs from those estimated; (3) work requested by the Local Government is determined to be ineligible for federal participation; or (4) the adjustment is mutually agreed to by the State and the Local Government.
- I. Prior to the performance of any engineering review work by the State, the Local Government will pay to the State the amount specified in Attachment B. At a minimum, this amount shall equal the Local Government's funding share for the estimated cost of preliminary engineering performed or reviewed by the State for the Project. At least sixty (60) days prior to the date set for receipt of the construction bids, the Local Government shall remit its remaining financial share for the State's estimated construction oversight and construction cost.
 - J. The State will not execute the contract for the construction of the Project until the required funding has been made available by the Local Government in accordance with this Agreement.
 - K. Whenever funds are paid by the Local Government to the State under this Agreement, the Local Government shall remit a check or warrant made payable to the "Texas Department of Transportation" or may use the State's Automated Clearing House (ACH) system for electronic transfer of funds in accordance with instructions provided by TxDOT's Finance Division. The funds shall be deposited and managed by the State and may only be applied by the State to the Project.
 - L. The State will not pay interest on any funds provided by the Local Government.
 - M. If a waiver for the collection of indirect costs for a service project has been granted under 43 TAC §15.56, the State will not charge the Local Government for the indirect costs the State incurs on the Project, unless this Agreement is terminated at the request of the Local Government prior to completion of the Project.
 - N. If the Local Government is an Economically Disadvantaged County (EDC) and if the State has approved adjustments to the standard financing arrangement, this Agreement reflects those adjustments.
 - O. Where the Local Government is authorized to perform services under this Agreement and be reimbursed by the State, the Local Government is authorized to submit requests for reimbursement by submitting the original of an itemized invoice, in a form and containing all items required by the State, no more frequently than monthly and no later than ninety (90) days after costs are incurred. If the Local Government submits invoices more than ninety (90) days after the costs are incurred and if federal funding is reduced as a result, the State shall have no responsibility to reimburse the Local Government for those costs.
 - P. Upon completion of the Project, the State will perform a final accounting of the Project costs for all items of work with specified percentage funding. Any funds due by the Local Government, the State, or the federal government for these work items will be promptly paid by the owing party.
 - Q. The state auditor may conduct an audit or investigation of any entity receiving funds from the State directly under this Agreement or indirectly through a subcontract under this Agreement. Acceptance of funds directly under this Agreement or indirectly through a subcontract under this Agreement acts as acceptance of the authority of the state auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with

TxDOT:				Federal Highway Administration:	
CSJ #	0924-06-684			CFDA No.	20.205
District #	24 – ELP	AFA ID	Z00004975	CFDA Title	Highway Planning and Construction
Code Chart 64 #	13400				
Project Name	ELP_StantonSt_COEP_1(2022)			<i>AFA Not Used For Research & Development</i>	

those funds. An entity that is the subject of an audit or investigation must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit.

- R. Payment under this Agreement beyond the end of the current fiscal biennium is subject to availability of appropriated funds. If funds are not appropriated, this Agreement shall be terminated immediately with no liability to either party.

5. Termination of This Agreement

This Agreement shall remain in effect until the Project is completed and accepted by all parties, unless:

- A. The Agreement is terminated in writing with the mutual consent of the parties;
- B. The Agreement is terminated by one party because of a breach, in which case any costs incurred because of the breach shall be paid by the breaching party;
- C. The Local Government elects not to provide funding after the completion of preliminary engineering, specifications, and estimates (PS&E) and the Project does not proceed because of insufficient funds, in which case the Local Government agrees to reimburse the State for its reasonable actual costs incurred during the Project; or
- D. The Agreement is terminated by the State because the parties are not able to execute a mutually agreeable amendment when the costs for Local Government requested items increase significantly due to differing site conditions, determination that Local government requested work is ineligible for federal or state cost participation, or a more thorough definition of the Local Government's proposed work scope identifies greatly differing costs from those estimated. The State will reimburse Local Government remaining funds to the Local Government within ninety (90) days of termination; or
- E. The Project is inactive for thirty-six (36) consecutive months or longer and no expenditures have been charged against federal funds, in which case the State may in its discretion terminate this Agreement.

6. Amendments

Amendments to this Agreement due to changes in the character of the work, terms of the Agreement, or responsibilities of the parties relating to the Project may be enacted through a mutually agreed upon, written amendment.

7. Remedies

This Agreement shall not be considered as specifying the exclusive remedy for any agreement default, but all remedies existing at law and in equity may be availed of by either party to this Agreement and shall be cumulative.

8. Utilities

The party named in Article 1, Responsible Parties, under AGREEMENT shall be responsible for the adjustment, removal, or relocation of utility facilities in accordance with applicable state laws, regulations, rules, policies, and procedures, including any cost to the State of a delay resulting from the Local Government's failure to ensure that utility facilities are adjusted, removed, or relocated before the scheduled beginning of construction. The Local Government will not be reimbursed with federal or State funds

TxDOT:				Federal Highway Administration:	
CSJ #	0924-06-684			CFDA No.	20.205
District #	24 – ELP	AFA ID	Z00004975	CFDA Title	Highway Planning and Construction
Code Chart 64 #	13400				
Project Name	ELP_StantonSt_COEP_1(2022)			<i>AFA Not Used For Research & Development</i>	

for the cost of required utility work. The Local Government must obtain advance approval for any variance from established procedures. Before a construction contract is let, the Local Government shall provide, at the State's request, a certification stating that the Local Government has completed the adjustment of all utilities that must be adjusted before construction is commenced.

9. Environmental Assessment and Mitigation

Development of a transportation project must comply with the National Environmental Policy Act and the National Historic Preservation Act of 1966, which require environmental clearance of federal-aid projects. The party named in Article 1, Responsible Parties, under AGREEMENT is responsible for the following:

- A. The identification and assessment of any environmental problems associated with the development of a local project governed by this Agreement.
- B. The cost of any environmental problem's mitigation and remediation.
- C. Providing any public meetings or public hearings required for the environmental assessment process. Public hearings will not be held prior to the approval of the Project schematic.
- D. The preparation of the NEPA documents required for the environmental clearance of this Project.

If the Local Government is responsible for the environmental assessment and mitigation, before the advertisement for bids, the Local Government shall provide to the State written documentation from the appropriate regulatory agency or agencies that all environmental clearances have been obtained.

10. Compliance with Accessibility Standards

All parties to this Agreement shall ensure that the plans for and the construction of all projects subject to this Agreement are in compliance with standards issued or approved by the Texas Department of Licensing and Regulation (TDLR) as meeting or consistent with minimum accessibility requirements of the Americans with Disabilities Act (P.L. 101-336) (ADA).

11. Architectural and Engineering Services

The party named in Article 1, Responsible Parties, under AGREEMENT has responsibility for the performance of architectural and engineering services. The engineering plans shall be developed in accordance with the applicable State's *Standard Specifications for Construction and Maintenance of Highways, Streets and Bridges* and the special specifications and special provisions related to it. For projects on the State highway system, the design shall, at a minimum conform to applicable State manuals. For projects not on the State highway system, the design shall, at a minimum, conform to applicable American Association of State Highway and Transportation Officials (AASHTO) design standards.

In procuring professional services, the parties to this Agreement must comply with federal requirements cited in 23 CFR Part 172 if the Project is federally funded and with Texas Government Code 2254, Subchapter A, in all cases. Professional contracts for federally funded projects must conform to federal requirements, specifically including the

TxDOT:				Federal Highway Administration:	
CSJ #	0924-06-684			CFDA No.	20.205
District #	24 – ELP	AFA ID	Z00004975	CFDA Title	Highway Planning and Construction
Code Chart 64 #	13400				
Project Name	ELP_StantonSt_COEP_1(2022)			<i>AFA Not Used For Research & Development</i>	

provision for participation by Disadvantaged Business Enterprises (DBEs), ADA, and environmental matters. If the Local Government is the responsible party, the Local Government shall submit its procurement selection process for prior approval by the State. All professional services contracts must be reviewed and approved by the State prior to execution by the Local Government.

12. Construction Responsibilities

The party named in Article 1, Responsible Parties, under AGREEMENT is responsible for the following:

- A. Advertise for construction bids, issue bid proposals, receive and tabulate the bids, and award and administer the contract for construction of the Project. Administration of the contract includes the responsibility for construction engineering and for issuance of any change orders, supplemental agreements, amendments, or additional work orders that may become necessary subsequent to the award of the construction contract. In order to ensure federal funding eligibility, projects must be authorized by the State prior to advertising for construction.
- B. If the State is the responsible party, the State will use its approved contract letting and award procedures to let and award the construction contract.
- C. If the Local Government is the responsible party, the Local Government shall submit its contract letting and award procedures to the State for review and approval prior to letting.
- D. If the Local Government is the responsible party, the State must concur with the low bidder selection before the Local Government can enter into a contract with the vendor.
- E. If the Local Government is the responsible party, the State must review and approve change orders.
- F. Upon completion of the Project, the party responsible for constructing the Project will issue and sign a "Notification of Completion" acknowledging the Project's construction completion and submit certification(s) sealed by a professional engineer(s) licensed in the State of Texas.
- G. For federally funded contracts, the parties to this Agreement will comply with federal construction requirements cited in 23 CFR Part 635 and with requirements cited in 23 CFR Part 633, and shall include the latest version of Form "FHWA-1273" in the contract bidding documents. If force account work will be performed, a finding of cost effectiveness shall be made in compliance with 23 CFR 635, Subpart B.

13. Project Maintenance

The Local Government shall be responsible for maintenance of locally owned roads and locally owned facilities after completion of the work. The State shall be responsible for maintenance of the State highway system after completion of the work if the work was on the State highway system, unless otherwise provided for in existing maintenance agreements with the Local Government.

TxDOT:				Federal Highway Administration:	
CSJ #	0924-06-684			CFDA No.	20.205
District #	24 – ELP	AFA ID	Z00004975	CFDA Title	Highway Planning and Construction
Code Chart 64 #	13400				
Project Name	ELP_StantonSt_COEP_1(2022)			<i>AFA Not Used For Research & Development</i>	

14. Right of Way and Real Property

The party named in Article 1, Responsible Parties, under AGREEMENT is responsible for the provision and acquisition of any needed right of way or real property.

The Local Government shall be responsible for the following:

- A. Right of way and real property acquisition shall be the responsibility of the Local Government. Title to right of way and other related real property must be acceptable to the State before funds may be expended for the improvement of the right of way or real property.
- B. If the Local Government is the owner of any part of the Project site under this Agreement, the Local Government shall permit the State or its authorized representative access to occupy the site to perform all activities required to execute the work.
- C. All parties to this Agreement will comply with and assume the costs for compliance with all the requirements of Title II and Title III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, Title 42 U.S.C.A. Section 4601 et seq., including those provisions relating to incidental expenses incurred by the property owners in conveying the real property to the Local Government and benefits applicable to the relocation of any displaced person as defined in 49 CFR Section 24.2(g). Documentation to support such compliance must be maintained and made available to the State and its representatives for review and inspection.
- D. The Local Government shall assume all costs and perform necessary requirements to provide any necessary evidence of title or right of use in the name of the Local Government to the real property required for development of the Project. The evidence of title or rights shall be acceptable to the State, and be free and clear of all encroachments. The Local Government shall secure and provide easements and any needed rights of entry over any other land needed to develop the Project according to the approved Project plans. The Local Government shall be responsible for securing any additional real property required for completion of the Project.
- E. In the event real property is donated to the Local Government after the date of the State's authorization, the Local Government will provide all documentation to the State regarding fair market value of the acquired property. The State will review the Local Government's appraisal, determine the fair market value and credit that amount towards the Local Government's financial share. If donated property is to be used as a funding match, it may not be provided by the Local Government. The State will not reimburse the Local Government for any real property acquired before execution of this Agreement and the obligation of federal spending authority.
- F. The Local Government shall prepare real property maps, property descriptions, and other data as needed to properly describe the real property and submit them to the State for approval prior to the Local Government acquiring the real property. Tracings of the maps shall be retained by the Local Government for a permanent record.
- G. The Local Government agrees to make a determination of property values for each real property parcel by methods acceptable to the State and to submit to

TxDOT:				Federal Highway Administration:	
CSJ #	0924-06-684			CFDA No.	20.205
District #	24 – ELP	AFA ID	Z00004975	CFDA Title	Highway Planning and Construction
Code Chart 64 #	13400				
Project Name	ELP_StantonSt_COEP_1(2022)			<i>AFA Not Used For Research & Development</i>	

the State a tabulation of the values so determined, signed by the appropriate Local Government representative. The tabulations shall list the parcel numbers, ownership, acreage and recommended compensation. Compensation shall be shown in the component parts of land acquired, itemization of improvements acquired, damages (if any) and the amounts by which the total compensation will be reduced if the owner retains improvements. This tabulation shall be accompanied by an explanation to support the determined values, together with a copy of information or reports used in calculating all determined values. Expenses incurred by the Local Government in performing this work may be eligible for reimbursement after the Local Government has received written authorization by the State to proceed with determination of real property values. The State will review the data submitted and may base its reimbursement for parcel acquisitions on these values.

- H. Reimbursement for real property costs will be made to the Local Government for real property purchased in an amount not to exceed eighty percent (80%) of the cost of the real property purchased in accordance with the terms and provisions of this Agreement. Reimbursement will be in an amount not to exceed eighty percent (80%) of the State's predetermined value of each parcel, or the net cost of the parcel, whichever is less. In addition, reimbursement will be made to the Local Government for necessary payments to appraisers, expenses incurred in order to assure good title, and costs associated with the relocation of displaced persons and personal property as well as incidental expenses.
- I. If the Project requires the use of real property to which the Local Government will not hold title, a separate agreement between the owners of the real property and the Local Government must be executed prior to execution of this Agreement. The separate agreement must establish that the Project will be dedicated for public use for a period of not less than 10 (ten) years after completion. The separate agreement must define the responsibilities of the parties as to the use of the real property and operation and maintenance of the Project after completion. The separate agreement must be approved by the State prior to its execution. A copy of the executed agreement shall be provided to the State.

15. Insurance

If this Agreement authorizes the Local Government or its contractor to perform any work on State right of way, before beginning work, the entity performing the work shall provide the State with a fully executed copy of the State's Form 1560 Certificate of Insurance verifying the existence of coverage in the amounts and types specified on the Certificate of Insurance for all persons and entities working on State right of way. This coverage shall be maintained until all work on the State right of way is complete. If coverage is not maintained, all work on State right of way shall cease immediately, and the State may recover damages and all costs of completing the work.

16. Notices

All notices to either party shall be delivered personally or sent by certified or U.S. mail, postage prepaid, addressed to that party at the following address:

TxDOT:				Federal Highway Administration:	
CSJ #	0924-06-684			CFDA No.	20.205
District #	24 – ELP	AFA ID	Z00004975	CFDA Title	Highway Planning and Construction
Code Chart 64 #	13400				
Project Name	ELP_StantonSt_COEP_1(2022)			<i>AFA Not Used For Research & Development</i>	

Local Government:		State:	
City of El Paso ATTN: CID Director of Grant Funded Programs P.O. Box 1890 El Paso, Texas 79950-1890		Texas Department of Transportation ATTN: Director of Contract Services 125 E. 11 th Street Austin, TX 78701	

All notices shall be deemed given on the date delivered in person or deposited in the mail, unless otherwise provided by this Agreement. Either party may change the above address by sending written notice of the change to the other party. Either party may request in writing that notices shall be delivered personally or by certified U.S. mail, and that request shall be carried out by the other party.

17. Legal Construction

If one or more of the provisions contained in this Agreement shall for any reason be held invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions and this Agreement shall be construed as if it did not contain the invalid, illegal, or unenforceable provision.

18. Responsibilities of the Parties

The State and the Local Government agree that neither party is an agent, servant, or employee of the other party, and each party agrees it is responsible for its individual acts and deeds as well as the acts and deeds of its contractors, employees, representatives, and agents.

19. Ownership of Documents

Upon completion or termination of this Agreement, all documents prepared by the State shall remain the property of the State. All data and information prepared under this Agreement shall be made available to the State without restriction or limitation on their further use. All documents produced or approved or otherwise created by the Local Government shall be transmitted to the State, in the format directed by the State, on a monthly basis or as required by the State. The originals shall remain the property of the Local Government. .

20. Compliance with Laws

The parties to this Agreement shall comply with all federal, state, and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals in any manner affecting the performance of this Agreement. When required, the Local Government shall furnish the State with satisfactory proof of this compliance.

21. Sole Agreement

This Agreement constitutes the sole and only agreement between the parties and supersedes any prior understandings or written or oral agreements respecting the Agreement's subject matter.

TxDOT:				Federal Highway Administration:	
CSJ #	0924-06-684			CFDA No.	20.205
District #	24 – ELP	AFA ID	Z00004975	CFDA Title	Highway Planning and Construction
Code Chart 64 #	13400				
Project Name	ELP_StantonSt_COEP_1(2022)			<i>AFA Not Used For Research & Development</i>	

22. Cost Principles

In order to be reimbursed with federal funds, the parties shall comply with the cost principles established in 2 CFR 200 that specify that all reimbursed costs are allowable, reasonable, and allocable to the Project.

23. Procurement and Property Management Standards

The parties to this Agreement shall adhere to the procurement and property management standards established in 2 CFR 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, and to the Texas Uniform Grant Management Standards. The State must pre-approve the Local Government's procurement procedures for purchases to be eligible for state or federal funds.

24. Inspection of Books and Records

The parties to this Agreement shall maintain all books, documents, papers, accounting records, and other documentation relating to costs incurred under this Agreement and shall make such materials available to the State, the Local Government, and, if federally funded, the FHWA and the U.S. Office of the Inspector General or their duly authorized representatives for review and inspection at its office during the Agreement period and for seven (7) years from the date of final reimbursement by FHWA under this Agreement or until any impending litigation or claims are resolved. Additionally, the State, the Local Government, and the FHWA and their duly authorized representatives shall have access to all the governmental records that are directly applicable to this Agreement for the purpose of making audits, examinations, excerpts, and transcriptions.

25. Civil Rights Compliance

The parties to this Agreement are responsible for the following:

- A. Compliance with Regulations: Both parties will comply with the Acts and the Regulations relative to Nondiscrimination in Federally-assisted programs of the U.S. Department of Transportation (USDOT), the Federal Highway Administration (FHWA), as they may be amended from time to time, which are herein incorporated by reference and made part of this Agreement.
- B. Nondiscrimination: The Local Government, with regard to the work performed by it during the Agreement, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The Local Government will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the Agreement covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.
- C. Solicitations for Subcontracts, Including Procurement of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by the Local Government for work to be performed under a subcontract, including procurement of materials or leases of equipment, each potential subcontractor or supplier will be notified by the Local Government of the Local Government's

TxDOT:				Federal Highway Administration:	
CSJ #	0924-06-684			CFDA No.	20.205
District #	24 – ELP	AFA ID	Z00004975	CFDA Title	Highway Planning and Construction
Code Chart 64 #	13400				
Project Name	ELP_StantonSt_COEP_1(2022)			<i>AFA Not Used For Research & Development</i>	

- obligations under this Agreement and the Acts and Regulations relative to Nondiscrimination on the grounds of race, color, or national origin.
- D. Information and Reports: The Local Government 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 facilities as may be determined by the State or the FHWA to be pertinent to ascertain compliance with such Acts, Regulations or directives. Where any information required of the Local Government is in the exclusive possession of another who fails or refuses to furnish this information, the Local Government will so certify to the State or the FHWA, as appropriate, and will set forth what efforts it has made to obtain the information.
- E. Sanctions for Noncompliance: In the event of the Local Government's noncompliance with the Nondiscrimination provisions of this Agreement, the State will impose such contract sanctions as it or the FHWA may determine to be appropriate, including, but not limited to:
1. withholding of payments to the Local Government under the Agreement until the Local Government complies and/or
 2. cancelling, terminating, or suspending of the Agreement, in whole or in part.
- F. Incorporation of Provisions: The Local Government will include the provisions of paragraphs (A) through (F) in every subcontract, including procurement of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The Local Government will take such action with respect to any subcontract or procurement as the State or the FHWA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Local Government becomes involved in, or is threatened with, litigation with a subcontractor or supplier because of such direction, the Local Government may request the State to enter into such litigation to protect the interests of the State. In addition, the Local Government may request the United States to enter into such litigation to protect the interests of the United States.

26. Pertinent Non-Discrimination Authorities

During the performance of this Agreement, each party, for itself, its assignees, and successors in interest agree to comply with the following nondiscrimination statutes and authorities; including but not limited to:

- A. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
- B. The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of federal or federal-aid programs and projects).
- C. Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), as amended, (prohibits discrimination on the basis of sex).
- D. Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.) as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27.

TxDOT:				Federal Highway Administration:	
CSJ #	0924-06-684			CFDA No.	20.205
District #	24 – ELP	AFA ID	Z00004975	CFDA Title	Highway Planning and Construction
Code Chart 64 #	13400				
Project Name	ELP_StantonSt_COEP_1(2022)			<i>AFA Not Used For Research & Development</i>	

- E. The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age).
- F. Airport and Airway Improvement Act of 1982, (49 U.S.C. Chapter 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex).
- G. 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, subrecipients and contractors, whether such programs or activities are federally funded or not).
- H. Titles II and III of the Americans with Disabilities Act, which prohibits 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 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38.
- I. The Federal Aviation Administration’s Nondiscrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex).
- J. Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures nondiscrimination 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.
- K. 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). To ensure compliance with Title VI, the parties must take reasonable steps to ensure that LEP persons have meaningful access to the programs (70 Fed. Reg. at 74087 to 74100).
- L. Title IX of the Education Amendments of 1972, as amended, which prohibits the parties from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq.).

27. Disadvantaged Business Enterprise (DBE) Program Requirements

If federal funds are used:

- A. The parties shall comply with the Disadvantaged Business Enterprise Program requirements established in 49 CFR Part 26.
- B. The Local Government shall adopt, in its totality, the State’s federally approved DBE program.
- C. The Local Government shall incorporate into its contracts with subproviders an appropriate DBE goal consistent with the State’s DBE guidelines and in consideration of the local market, project size, and nature of the goods or services to be acquired. The Local Government shall submit its proposed scope of services and quantity estimates to the State to allow the State to establish a DBE goal for each Local Government contract with a subprovider. The Local Government shall be responsible for documenting its actions.

TxDOT:				Federal Highway Administration:	
CSJ #	0924-06-684			CFDA No.	20.205
District #	24 – ELP	AFA ID	Z00004975	CFDA Title	Highway Planning and Construction
Code Chart 64 #	13400				
Project Name	ELP_StantonSt_COEP_1(2022)			AFA Not Used For Research & Development	

- D. The Local Government shall follow all other parts of the State's DBE program referenced in TxDOT Form 2395, Memorandum of Understanding Regarding the Adoption of the Texas Department of Transportation's Federally-Approved Disadvantaged Business Enterprise by Entity, and attachments found at web address http://ftp.dot.state.tx.us/pub/txdot-info/bop/dbe/mou/mou_attachments.pdf.
- E. The Local Government shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any U.S. Department of Transportation (DOT)-assisted contract or in the administration of its DBE program or the requirements of 49 CFR Part 26. The Local Government shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure non-discrimination in award and administration of DOT-assisted contracts. The State's DBE program, as required by 49 CFR Part 26 and as approved by DOT, is incorporated by reference in this Agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this Agreement. Upon notification to the Local Government of its failure to carry out its approved program, the State may impose sanctions as provided for under 49 CFR Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 et seq.).
- F. Each contract the Local Government signs with a contractor (and each subcontract the prime contractor signs with a sub-contractor) must include the following assurance: *The contractor, sub-recipient, or sub-contractor 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 Agreement, which may result in the termination of this Agreement or such other remedy as the recipient deems appropriate.*

28. Debarment Certifications

If federal funds are used, the parties are prohibited from making any award at any tier to any party that is debarred or suspended or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549, "Debarment and Suspension." By executing this Agreement, the Local Government certifies that it and its principals are not currently debarred, suspended, or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549 and further certifies that it will not do business with any party, to include principals, that is currently debarred, suspended, or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549. The parties to this Agreement shall require any party to a subcontract or purchase order awarded under this Agreement to certify its eligibility to receive federal funds and, when requested by the State, to furnish a copy of the certification.

If state funds are used, the parties are prohibited from making any award to any party that is debarred under the Texas Administrative Code, Title 34, Part 1, Chapter 20,

TxDOT:				Federal Highway Administration:	
CSJ #	0924-06-684			CFDA No.	20.205
District #	24 – ELP	AFA ID	Z00004975	CFDA Title	Highway Planning and Construction
Code Chart 64 #	13400				
Project Name	ELP_StantonSt_COEP_1(2022)			<i>AFA Not Used For Research & Development</i>	

Subchapter G, Rule §20.585 and the Texas Administrative Code, Title 43, Part 1, Chapter 9, Subchapter G.

29. Lobbying Certification

If federal funds are used, in executing this Agreement, each signatory certifies to the best of that signatory's knowledge and belief, that:

- A. No federal appropriated funds have been paid or will be paid by or on behalf of the parties to any person for influencing or attempting to influence an officer or employee of any federal 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.
- B. 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 federal contracts, grants, loans, or cooperative agreements, the signatory for the Local Government shall complete and submit the Federal Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- C. The parties shall require that the language of this certification shall be included in the award documents for all sub-awards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and all sub-recipients shall certify and disclose accordingly. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Title 31 U.S.C. §1352. 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.

30. Federal Funding Accountability and Transparency Act Requirements

If federal funds are used, the following requirements apply:

- A. Any recipient of funds under this Agreement agrees to comply with the Federal Funding Accountability and Transparency Act (FFATA) and implementing regulations at 2 CFR Part 170, including Appendix A. This Agreement is subject to the following award terms: <http://www.gpo.gov/fdsys/pkg/FR-2010-09-14/pdf/2010-22705.pdf> and <http://www.gpo.gov/fdsys/pkg/FR-2010-09-14/pdf/2010-22706.pdf>.
- B. The Local Government agrees that it shall:
 1. Obtain and provide to the State a System for Award Management (SAM) number (Federal Acquisition Regulation, Part 4, Sub-part 4.11) if this award provides more than \$25,000 in federal funding. The SAM number may be obtained by visiting the SAM website whose address is: <https://www.sam.gov/portal/public/SAM/>
 2. Obtain and provide to the State a Data Universal Numbering System (DUNS) number, a unique nine-character number that allows federal government to track the distribution of federal money. The DUNS may be requested free of

TxDOT:				Federal Highway Administration:	
CSJ #	0924-06-684			CFDA No.	20.205
District #	24 – ELP	AFA ID	Z00004975	CFDA Title	Highway Planning and Construction
Code Chart 64 #	13400				
Project Name	ELP_StantonSt_COEP_1(2022)			AFA Not Used For Research & Development	

charge for all businesses and entities required to do so by visiting the Dun & Bradstreet (D&B) on-line registration website <http://fedgov.dnb.com/webform>; and

3. Report the total compensation and names of its top five executives to the State if:
 - i. More than 80% of annual gross revenues are from the federal government, and those revenues are greater than \$25,000,000; and
 - ii. The compensation information is not already available through reporting to the U.S. Securities and Exchange Commission.

31. Single Audit Report

If federal funds are used:

- A. The parties shall comply with the single audit report requirements stipulated in 2 CFR 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.
- B. If threshold expenditures of \$750,000 or more are met during the fiscal year, the Local Government must submit a Single Audit Report and Management Letter (if applicable) to TxDOT's Compliance Division, 125 East 11th Street, Austin, TX 78701 or contact TxDOT's Compliance Division by email at singleaudits@txdot.gov.
- C. If expenditures are less than the threshold during the Local Government's fiscal year, the Local Government must submit a statement to TxDOT's Compliance Division as follows: "We did not meet the \$_____ expenditure threshold and therefore, are not required to have a single audit performed for FY _____."
- D. For each year the Project remains open for federal funding expenditures, the Local Government will be responsible for filing a report or statement as described above. The required annual filing shall extend throughout the life of the Agreement, unless otherwise amended or the Project has been formally closed out and no charges have been incurred within the current fiscal year.

TxDOT:				Federal Highway Administration:	
CSJ #	0924-06-684			CFDA No.	20.205
District #	24 – ELP	AFA ID	Z00004975	CFDA Title	Highway Planning and Construction
Code Chart 64 #	13400				
Project Name	ELP_StantonSt_COEP_1(2022)			<i>AFA Not Used For Research & Development</i>	

32. Signatory Warranty

Each signatory warrants that the signatory has necessary authority to execute this Agreement on behalf of the entity represented.

Each party is signing this Agreement on the date stated under that party's signature.

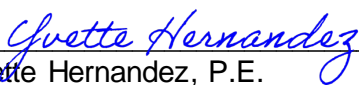
THE LOCAL GOVERNMENT

THE CITY OF EL PASO

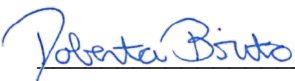
By: _____
 Samuel Rodriguez for Interim City Manager Col. Cary Westin

 Date

APPROVED AS TO CONTENT:


 Yvette Hernandez, P.E.
 City Engineer

APPROVED AS TO FORM:


 Roberta Brito
 Senior Assistant City Attorney

THE STATE OF TEXAS

 Signature

Kenneth Stewart

 Typed or Printed Name

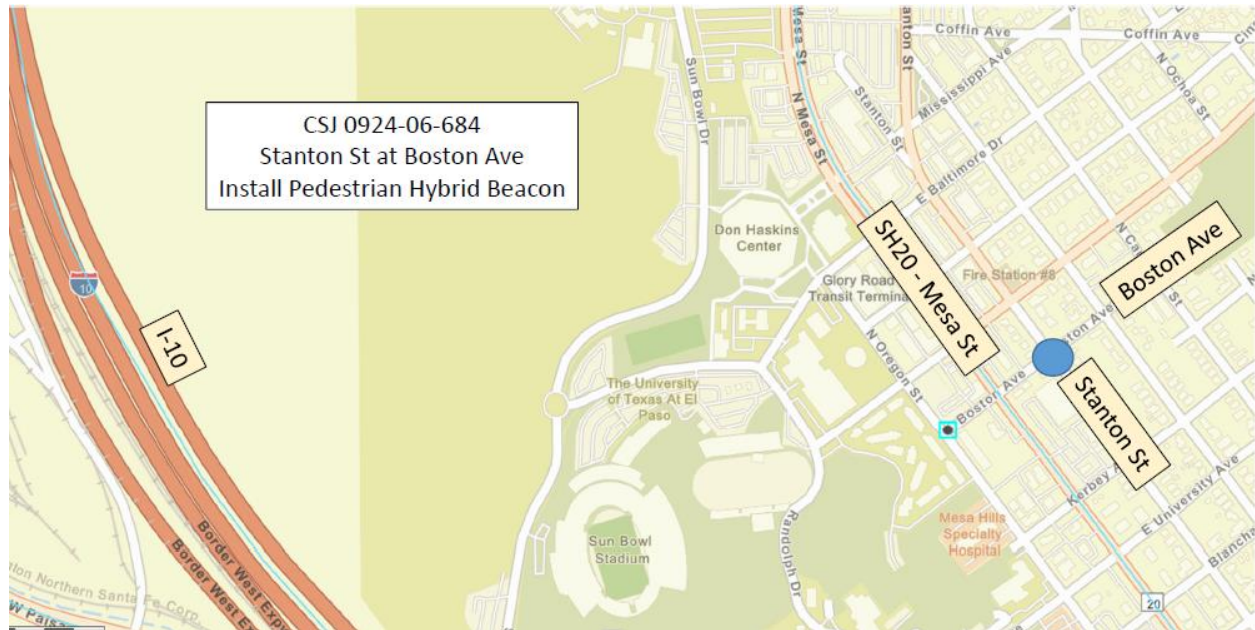
Director of Contract Services

 Typed or Printed Title

 Date

TxDOT:				Federal Highway Administration:	
CSJ #	0924-06-684			CFDA No.	20.205
District #	24 – ELP	AFA ID	Z00004975	CFDA Title	Highway Planning and Construction
Code Chart 64 #	13400				
Project Name	ELP_StantonSt_COEP_1(2022)			AFA Not Used For Research & Development	

ATTACHMENT A LOCATION MAP SHOWING PROJECT



TxDOT:				Federal Highway Administration:	
CSJ #	0924-06-684			CFDA No.	20.205
District #	24 – ELP	AFA ID	Z00004975	CFDA Title	Highway Planning and Construction
Code Chart 64 #	13400				
Project Name	ELP_StantonSt_COEP_1(2022)			AFA Not Used For Research & Development	

ATTACHMENT B PROJECT BUDGET

Construction Costs will be allocated based on 90% Federal funding, 7% State participation, and 3% Local Government funding until the federal funding reaches the maximum obligated amount. The Local Government will be responsible for 100% of engineering and environmental cost. The Local Government will be responsible for 100% of the cost overruns.

Description	Total Estimated Cost	Federal Participation		State Participation			Local Participation		
		%	Cost	% Before EDC Adj.	% After EDC Adj.	Cost After EDC Adj.	% Before EDC Adj.	% After EDC Adj.	Cost After EDC Adj.
Engineering (by State)	\$22,000.00	0%	\$0	0%	0%	\$0	100%	0%	\$22,000.00
Environmental (by State)	\$4,000.00	0%	\$0	0%	0%	\$0	100%	0%	\$4,000.00
Utilities (by Local)	\$1.00	0%	\$0	0%	0%	\$0	100%	0%	\$1.00
ROW (by Local)	\$1.00	0%	\$0	0%	0%	\$0	100%	0%	\$1.00
Construction (by State)	\$220,429.95	90%	\$198,386.96	0%	7%	\$15,430.10	10%	3%	\$6,612.89
Subtotal	\$246,431.95	0%	\$198,386.96	0%	0%	\$15,430.10	0%	0%	\$32,614.89
Environmental Direct State Costs	\$198.20	%	\$0	0%	0%	\$0	100%	0%	\$198.20
Right of Way Direct State Costs	\$49.55	0%	\$0	0%	0%	\$0	100%	0%	\$49.55
Engineering Direct State Costs	\$247.75	0%	\$0	0%	0%	\$0	100%	0%	\$247.75
Utility Direct State Costs	\$49.55	0%	\$0	0%	0%	\$0	100%	0%	\$49.55
Construction Direct State Costs	\$445.95	0%	\$0	0%	0%	\$0	100%	0%	\$445.95
Indirect State Costs	\$10,426.29	0%	\$0	100%	0%	\$10,426.29	0%	0%	\$0.00
TOTAL	\$257,849.24	0%	\$198,386.96	0%	0%	\$25,856.39	0%	0%	\$33,605.89

Initial payment by the Local Government to the State: \$26,545.05

TxDOT:				Federal Highway Administration:	
CSJ #	0924-06-684			CFDA No.	20.205
District #	24 – ELP	AFA ID	Z00004975	CFDA Title	Highway Planning and Construction
Code Chart 64 #	13400				
Project Name	ELP_StantonSt_COEP_1(2022)			<i>AFA Not Used For Research & Development</i>	

Payment by the Local Government to the State before construction: \$7,058.84

Total payment by the Local Government to the State: \$33,605.89

The final amount of Local Government participation will be based on actual cost.



Legislation Text

File #: 23-1001, 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 Manager's Office, Dionne Mack, (915) 212-1064

Veteran and Military Affairs, Paul Albright, (915) 212-1654

AGENDA LANGUAGE:

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

An amendment to the enabling Resolution establishing the Veterans Affairs Advisory Committee to address reporting frequency.

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

DEPARTMENT: Veteran and Military Affairs

AGENDA DATE: August 1, 2023

CONTACT PERSON/PHONE: Dionne Mack, 212-1064, MackDX@elpasotexas.gov
Paul Albright, 212-1654, albrightPD@elpasotexas.gov

DISTRICT(S) AFFECTED: Citywide

SUBJECT:

Discussion and action to adopt changes to the Resolution establishing the Veterans Affairs Advisory Committee

BACKGROUND / DISCUSSION:

On May 18, 2023, VAAC voted to advise City Council to amend the Enabling Resolution a third time to revise the frequency of reports to City Council from a semi-annual basis to an annual basis.

PRIOR COUNCIL ACTION:

May 5th, 2015 Council established the Veteran Affairs Advisory committee.

November 10, 2020 Council voted to extend the VAAC with a new sunset date of December 31, 2028.

November 10th 2020 Council voted to extend term limits to 4 years for appointed committee members as a part of the adopted resolution.

May 25, 2021 City Council approved a second amendment to, among other changes, revise membership requirements and clarify terms of then-current members.

AMOUNT AND SOURCE OF FUNDING:

N/A

BOARD / COMMISSION ACTION:

On May 18, 2023, VAAC voted to advise City Council to amend the Enabling Resolution a third time to revise the frequency of reports to City Council from a semi-annual basis to an annual basis.

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

LEGAL: (if required) _____ **FINANCE:** (if required) _____

DEPARTMENT HEAD:

Dionne L Mack

Dionne Mack, Deputy City Manager Quality of Life

APPROVED FOR AGENDA:

CITY MANAGER: _____ **DATE:** _____

RESOLUTION

WHEREAS, on May 5, 2015, the El Paso City Council (“City Council”) enacted a Resolution establishing a Veterans Affairs Advisory Committee (“VAAC”) to advise City Council on matters related to providing assistance to Veterans (“Enabling Resolution”); and

WHEREAS, on November 10, 2020, City Council approved an amendment to the Enabling Resolution increasing VAAC membership terms to four years and adding a sunset clause (“First Amendment”); and

WHEREAS, on May 25, 2021, City Council approved a second amendment to, among other changes, revise membership requirements and clarify terms of then-current members; and

WHEREAS, on May 18, 2023, VAAC voted to advise City Council to amend the Enabling Resolution a third time to revise the frequency of reports to City Council from a semi-annual basis to an annual basis; and

WHEREAS, City Council agrees with VAAC’s recommendation to amend its Enabling Resolution a third time to revise the frequency of VAAC reports to City Council.

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

1. That the VAAC’s duty listed in Paragraph 3 (E) of the Enabling Resolution is revised to read as follows:

Report status of activities to City Council on an annual basis.

2. Except as amended herein, the Enabling Resolution, the First Amendment, and the Second Amendment remain in full force and effect.

APPROVED this _____ day of _____, 2023.


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:



Dionne Mack, Deputy City Manager
Quality of Life



El Paso, TX

300 N. Campbell
El Paso, TX

Legislation Text

File #: 23-1045, **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.

Ruby A. Montana to the Animal Shelter Advisory Committee by Representative Alexsandra Annello, District 2.



Board Appointment Form

City Clerk

Submitted On:

Jul 25, 2023, 04:41PM MDT

Appointing Office	Representative Alexandra Annello, District 2
Agenda Placement	Consent
Date of Council Meeting	Tuesday, August 1, 2023
Name of Board	Animal Shelter Advisory Committee
Agenda Posting Language	Appointment of Ruby A. Montana to the Animal Shelter Advisory Committee by City Representative Alexandra Annello, District 2.
Appointment Type	Regular
List the nominee's qualifications to serve on this Board	She is the founder and director of Bridge Pups Rescue, which is a local rescue focused on helping dogs and cats found on the International Bridges.
Nominee Name	Ruby A. Montana
Nominee Email Address	
Nominee Residential Address	
Nominee Primary Phone Number	
Which District does the nominee reside in?	District 2
Does the appointee have a relative working for the City?	Brother, Gabriel Montana works for the Water Department.
Has the appointee been a member of any other city boards?	N/A
List all real estate owned in El Paso County	N/A
Previous Appointee	Lisa Anne R. Waldock
Reason for Vacancy	Removed
Date of Appointment	August 01, 2023
Term Begins On	June 22, 2021
Term Expires On	June 23, 2025
Term	Unexpired Term
Upload File(s)	Ruby Montana resum� (1).pdf

REVISED

5:35 pm, Jul 26, 2023

Ruby A. Montana



Education

Bachelor of Arts in English and American Literature The University of Texas at El Paso 2006
Minor: Humanities

Master of Arts in Philosophy The University of Texas at El Paso 2010
Thesis: Embodied Cognition as Refutation of Langer's "Illusory Powers": I Move,
Therefore I Know

Teaching Experience

Aug. 2010-present Adjunct Instructor of Philosophy El Paso Community College
El Paso, TX
Instruct students in Philosophy 1301 and Ethics 2306

January 2016-present Adjunct Instructor University of Texas at El Paso
Instruct students in Humanities 3303: Challenges of Modern Culture and Humanities 3314:
Othering in the Digital Age

January 2018-present Instructor Osher Lifelong Learning Institute, UTEP
Instruct senior adults in subjects such as Philosophy, Literature, and the Humanities

Aug. 2008-May 2010 Humanities Teaching Assistant University of Texas at El Paso
Teaching Assistant to Dr. Robert Wren in Humanities courses 3301-3303. Monitored online
discussion boards, gave lectures on various subjects pertinent to the courses.

August 2007-May 2012 Tutor Miner Athlete Academic Center, University of Texas at
El Paso
Tutored student athletes in Humanities courses 3301-3303, as well as various Philosophy and
French courses

August 2007-June 2008 SAT Prep instructor El Paso High School
Taught 9th – 12th grades in the subject of SAT test prep and college prep. Certified by The Princeton Review. Met all teaching standards in accordance with El Paso Independent School District.

Jan.-June 2007 ESL instructor El Paso Community College Community Education Program
Conducted evening courses to migrant workers and low-income Spanish speakers.

Other Relevant Experience

May 2012 Teachership Academy Completion EPCC
Was chosen to take part in a year-long program that focused on strengthening and enhancing pedagogical methods.

Nov. 2014-Nov. 2015 Committee Member Inclusiveness Project The Denver Foundation
Denver, CO
Read through and selected applications from non-profit organizations and potential interns, matched each organization with selected intern candidates, monitored interns' progress as well as organizations' allocation of funds given by The Denver Foundation

March 2019-May 2019 Discussion Leader UTEP
Led readings and discussions aimed to shed light on combat and civic responsibility for an event called Veterans Voices. It was a series sponsored by UTEP Military Student Success Center and Humanities Texas.

March 2020 Co-organizer Conference: Struggle and Liberation
Today/Congreso: Lucha y liberación Hoy Internacional
Assisted Dr. Reyes Espinoza and Dr. Luis Ruben Díaz in planning, organizing, and hosting the first annual philosophy conference "Struggle and Liberation Today/Congreso Lucha y liberación hoy" with participants and presenters from all over the world

July 2020 Organizer and Host, Discussion with Ron Stallworth UTEP
Organized and hosted an online discussion with Ron Stallworth, the BlackKklansman, on race relations, police brutality, and police reform. It was viewed by over 3,000 people nationwide.

April 2020 and April 2021 Host, Take Back the Night UTEP
In conjunction with UTEP's Campus Advocacy, Resources, and Education (CARE), I hosted
an event both virtually and in-person on sexual awareness and rape culture.

March 2023 Presenter, Humanities Education & Research Association Conference UTEP
Presented "A Call for Compassion for Human and non-Human Immigrants"

2012-present Founder and Director of [Bridge Pups Rescue](#)
I run a local rescue focused on helping dogs and cats found on the International Bridges; I get
them veterinary care, spay or neuter them, and find them foster and forever homes

Awards

Fall 2021 El Paso's Best of the Best
Received Third Place in an online city-wide poll in the category of "Best College Professor".

July 2022 Telemundo's Amigos de Mascotas
Honored and featured on Telemundo for my efforts with Bridge Pups Rescue

In the Media

[PBS Only in El Paso](#)

[KFOX](#)

[NPR](#)

[El Paso Matters](#)

[KTEP](#)

[KVIA Sunday Funday](#)

[KTSM](#)



El Paso, TX

300 N. Campbell
El Paso, TX

Legislation Text

File #: 23-1010, **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.

That the tax refunds listed on the attachment posted with this agenda be approved. 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. (See Attachment C)

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

AGENDA DATE: August 1, 2023
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.

That the tax refunds listed on the attachment posted with this agenda be approved. 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. (See Attachment A).

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? ☒ YES ☐ NO

PRIMARY DEPARTMENT: Tax Office
SECONDARY DEPARTMENT: N/A

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

DEPARTMENT HEAD:




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

ATTACHMENT C
TAX REFUNDS
August 1, 2023

1. Texas Title, in the amount of \$5,722.62 made an overpayment on August 29, 2022 of 2021 taxes.
(Geo. #T240-999-0160-5700)
2. Hanson Roger R & Jennie S, in the amount of \$3000.00 made an overpayment on June 30, 2023 of 2022 taxes.
(Geo. #V893-999-0160-0500)

Laura D. Prine
City Clerk



Maria O. Pasillas, RTA
Tax Assessor Collector



TAX OFFICE
RECEIVED
JUL 11 2023

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

TEXAS TITLE COMPANY
1360 N LEE TREVINO STE 107
EL PASO, TX 79936

OP
+2500

Geo No. T240-999-0160-5700	Prop ID 370989
Legal Description of the Property 16 THOMAS MANOR LOT 29 7853 JERSEY ST	
OWNER: ROMO JOSE M & YVONNE	

2021 OVERAGE AMOUNT \$5,722.62

1: CITY OF EL PASO, 5: YSLETA ISD, 6: COUNTY OF EL PASO, 7: EL PASO COMMUNITY COLLEGE, 8: UNIVERSITY MEDICAL CENTER OF EL PASO

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: <u>Texas Title</u>			
	Address: <u>1360 N Lee Trevino, Suite 107</u>			
	City, State, Zip: <u>El Paso, TX 79936</u>			
Step 2. Provide payment information. Please attach copy of cancelled check, original receipt, online payment confirmation or bank/credit card statement.	Daytime Phone No.: <u>915-573-3400</u>		E-Mail Address: <u>mtoguinto@texas title company, net</u>	
	Payment made by:	Check No.	Date Paid	Amount Paid
	<u>Texas Title</u>	<u>179850</u>	<u>8/29/22</u>	<u>\$5,722.62</u>
	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 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)		PRINTED NAME & DATE		
<u>E.M. 7/14/23</u>		<u>MARY ALICE C. 7/10/23</u>		
TAX OFFICE USE ONLY: <input checked="" type="checkbox"/> Approved <input type="checkbox"/> Denied By: <u>N.H.</u> Date: <u>7-13-23</u>				

OP
+2500

THE CITY OF EL PASO
CONSOLIDATED TAX OFFICE
221 N. Kansas, Suite 300
El Paso, Texas 79901



CITY TAX
OFFICE

JUL 05 2023

TR

Phone (915) 212-0106, Fax (915) 212-0108

APPLICATION FOR TAX REFUND

The Consolidated Tax Office collects property taxes for all eligible property taxing entities within El Paso County.

APPLICANT MUST PROVIDE THE FOLLOWING INFORMATION:

Refund To: HANSON ROGER R & JENNIE S ✓		Phone: HOME: 915-252-1293 WORK:		Property ID# (One application per account) 312417 V893-999-0160-0500	
Address (mail refund to :) 10812 SOMBRA VERDE DR (79935-3623) ✓		Property Address: And/or 10812 SOMBRA VERDE Legal Description:			
Tax year requested:	Date payment made:	Check No. & Date, if known:	Amount of taxes paid:	Amount of refund requested:	
1. 2023	6/30/23	BILL PAY GCD	3300.00	3000.00	
2.					
3.					
TOTAL AMOUNT (sum of the above amounts)					

(City Council approval required if over \$2,500)

REQUIRED: Copy of original receipt, front & back of negotiated check. OR
bank statement showing item cleared (both the bank & taxpayer must appear)

REASON FOR OVERPAYMENT:

computer added more zero's to payment

"I certify that information given to obtain this refund is true and correct."

Roger Hanson
Requestor signature:

Date: 7/5/23

ROGER HANSON
Printed name:

OWNER
Title:

Any person knowingly submitting false entries is subject to: (1) Imprisonment of 2 to 10 years, or \$5,000 fine, or both.
(2) Imprisonment up to one year, or fine not over \$2,000, or both. (Sec 37.10 Penal Code) An application for a refund must be made within 3 years after the date of the payment or the taxpayer waives the right to the refund (Sec 31.11 (c)).

TAX OFFICE Entry:	(✓) REFUND APPROVED
Tax Office Approval: <u>Mauro O. Pavillas</u>	Date: <u>7/6/23</u>
<u>gmc 7/6/23</u>	Date: _____
(Placed on City Council Agenda over \$2,500)	
<input type="checkbox"/> DISAPPROVED <input type="checkbox"/> Returned to sender <input type="checkbox"/> See below/attached	
<input type="checkbox"/> Required documentation (Tax receipt, Canceled Check, Bank Statement, or Other) not submitted.	
<input type="checkbox"/> Record of overpayment not found on this property.	
<input type="checkbox"/> Property not found as identified, resubmit after correction.	
<input type="checkbox"/> Other: _____	



El Paso, TX

300 N. Campbell
El Paso, TX

Legislation Text

File #: 23-1049, **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.

For notation pursuant to Section 2.92.080 of the City Code, receipt of campaign contributions by Representative Cassandra Hernandez: \$6,000 loan from Cassandra Hernandez.



El Paso, TX

300 N. Campbell
El Paso, TX

Legislation Text

File #: 23-1050, **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 Brian Kennedy, (915) 212-0001

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 by Representative Brian Kennedy: \$40,000 loan from Brian Kennedy.



Legislation Text

File #: 23-1005, 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, K. Nicole Cote, (915) 212-1092
Streets & Maintenance, Richard J. Bristol, (915) 212-7000

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 2.4 - Improve motorist safety and traffic management solutions.

Award Summary:

The award of Solicitation 2023-0431 Decals as Needed - Fleet to Innovative Ink EP, L.P. dba Innovative Ink Signs & Printing for an initial term of three (3) years for an estimated amount of \$135,000.00. The award also includes a two (2) year option for an estimated amount of \$90,000.00. The total amount of the contract, including the initial term plus the option for a total of five (5) years, is an estimated amount of \$225,000.00. This contract will provide decals for Fleet Services to mark the vehicles with unit numbers, department names, city logos, and sometimes special markings as requested.

Contract Variance:

The difference based in comparison to the previous contract is as follows: An increase of \$45,000.00 for the initial term, which represents a 50% increase due to an additional year being added to the term of the contract.

Department:	Streets and Maintenance
Vendor:	Innovative Ink EP, L.P. dba Innovative Ink Signs & Printing El Paso, TX
Item(s):	All
Initial Term:	3 Years
Option to Extend:	2 Years
Annual Estimated Award:	\$45,000.00
Initial Estimated Award:	\$135,000.00 (3 Years)
Total Estimated Award:	\$225,000.00 (5 Years)
Account No.:	532 - 3600 - 531210 - 37020 - P3701

532 - 3600 - 531250 - 37020 - P3701
Funding Source: Internal Service Fund
District(s): All

This is a Low Bid procurement, unit price contract.

The Purchasing & Strategic Sourcing and Streets and Maintenance Departments recommend award as indicated to Innovative Ink EP, L.P. dba Innovative Ink Signs & Printing the lowest responsive and responsible bidder and to deem BE Graphics non-responsive due to submitting an incomplete bid form.

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

AGENDA DATE: August 1, 2023
PUBLIC HEARING DATE: Not Applicable

CONTACT PERSON(S) NAME AND PHONE NUMBER:
Richard J. Bristol, Streets & Maintenance Director, (915) 212-7000
K. Nicole Cote, Managing Director, (915) 212-1092

DISTRICT(S) AFFECTED: All

STRATEGIC GOAL: No. 2 – Set the Standard for a Safe and Secure City

SUBGOAL: 2.4 – Improve motorist safety and traffic management solutions

SUBJECT:

Discussion and action on the award of solicitation 2023-0431 Decals as Needed – Fleet to Innovative Ink EP, L.P. dba Innovative Ink Signs & Printing for an initial term of three (3) years for an estimated amount of \$135,000.00. The award also includes a two (2) year option for an estimated amount of \$90,000.00. The total amount of the contract, including the initial term plus the option for a total of five (5) years, is for an estimated amount of \$225,000.00.

BACKGROUND / DISCUSSION:

This contract will provide decals for Fleet Services.

SELECTION SUMMARY:

Solicitation was advertised on April 25, 2023 and May 2, 2023. The solicitation was posted on City website on April 25, 2023. There were a total of thirty-two (32) viewers online; two (2) bids were received; both being from local suppliers. An Inadequate Competition Survey was conducted.

CONTRACT VARIANCE:

The difference based in comparison to the previous contract is as follows: An increase of \$45,000.00 for the initial term, which represents a 50% increase due to an additional year being added to the term of the contract.

PROTEST

N/A

PRIOR COUNCIL ACTION:

N/A

AMOUNT AND SOURCE OF FUNDING:

Amount: \$135,000.00

Funding Source: Internal Service Fund

Account: 532 – 3600 – 531210 – 37020 – P3701

532 – 3600 – 531250 – 37020 – P3701

HAVE ALL AFFECTED DEPARTMENTS BEEN NOTIFIED? X YES NO

PRIMARY DEPARTMENT: Streets & Maintenance

SECONDARY DEPARTMENT: Purchasing & Strategic Sourcing

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

DEPARTMENT HEAD:



Richard J. Bristol, Streets & Maintenance Director

7-11-23

**COUNCIL PROJECT FORM
(LOW BID)**

*******POSTING LANGUAGE BELOW*******

Please place the following item on the **CONSENT** agenda for the Council Meeting of **August 1, 2023**.

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

The linkage to the strategic plan is subsection 2.4 – Improve motorist safety and traffic management solutions

Award Summary:

The award of solicitation 2023-0431 Decals as Needed - Fleet to Innovative Ink EP, L.P. dba Innovative Ink Signs & Printing for an initial term of three (3) years for an estimated amount of \$135,000.00. The award also includes a two (2) year option for an estimated amount of \$90,000.00. The total amount of the contract, including the initial term plus the option for a total of five (5) years, is for an estimated amount of \$225,000.00. This contract will provide decals for Fleet Services to mark the vehicles with unit numbers, department name, city logo, and sometimes special markings as requested.

Contract Variance:

The difference based in comparison to the previous contract is as follows: An increase of \$45,000.00 for the initial term, which represents a 50% increase due to an additional year being added to the term of the contract.

Department:	Streets and Maintenance
Vendor:	Innovative Ink EP, L.P. dba Innovative Ink Signs & Printing El Paso, TX
Item(s):	All
Initial Term:	3 Years
Option to Extend:	2 Years
Annual Estimated Award:	\$45,000.00
Initial Estimated Award:	\$135,000.00 (3 Years)
Total Estimated Award:	\$225,000.00 (5 Years)
Account No.:	532 – 3600 – 531210 – 37020 – P3701 532 – 3600 – 531250 – 37020 – P3701
Funding Source:	Internal Service Fund
District(s):	All

This is a Low Bid procurement, unit price contract

The Purchasing & Strategic Sourcing and Streets and Maintenance Departments recommend award as indicated to Innovative Ink EP, L.P. dba Innovative Ink Signs & Printing the lowest responsive and responsible bidder and to deem BE Graphics non-responsive due to submitting an incomplete bid form.

*******ADDITIONAL INFO BELOW*******



CITY OF EL PASO

BID TABULATION FORM



BID TITLE: Decals as Needed - Fleet **BID NO:** 2023-0431
BID DATE: May 24, 2023 **Department:** Streets and Maintenance

	BE! Graphics El Paso, TX Bidder 1 of 2	Innovative Ink Signs & Printing El Paso, TX Bidder 2 of 2
--	--	---

Part 1 - Price Adjustment Factor

Item No.	Description	Price Adjustment Factor		Price List or Catalog	Price Adjustment Factor		Price List or Catalog
1	Decal Catalog Price List	0.02	Net, or; % Discount, or; % Markup	(note Manufacturer or Brand Name, as applicable) List Number: Dated:	40	Net, or; % Discount, or; % Markup	(note Manufacturer or Brand Name, as applicable) List Number: Ver 2023 Dated: 5/18/2023

Part 2 - Sample List

Item No.	Description	Bidder Item Number	Price List (Net)	City's Price (Net or After Discount or Mark-Up)	Bidder Item Number	Price List (Net)	City's Price (Net or After Discount or Mark-Up)
1	CITY OF EL PASO LOGO 3 INCH LETTERING SIZE (9"X 9 3/4") Mountain Blue/ Sunset Yellow	Left Blank	\$ 15.00	\$ 7.00	1	\$ 11.00	\$ 6.60
2	CITY OF EL PASO LOGO 4 INCH LETTERING SIZE (11 3/4"X 13") Mountain Blue/ Sunset Yellow	Left Blank	\$ 20.00	\$ 9.00	2	\$ 12.50	\$ 7.50
3	2" ENVIRONMENTAL SERVICES BLACK/WHITE or as needed	Left Blank	\$ 12.00	\$ 3.00	3	\$ 11.50	\$ 6.90
4	3" UNIT NUMBERS 12345 BLACK/ WHITE or as needed	Left Blank	\$ 10.00	\$ 3.00	4	\$ 12.00	\$ 7.20
5	2" STREETS AND MAINTENANCE BLACK/ WHITE or as needed	Left Blank	\$ 12.00	\$ 3.00	5	\$ 11.50	\$ 6.90
6	Lamination	Left Blank	\$ 9.00	\$ 2.00	n/a	no cost - lamination already included	\$ -
Total				\$ 27.00			\$ 35.10



CITY OF EL PASO

BID TABULATION FORM



BID TITLE: Decals as Needed - Fleet **BID NO:** 2023-0431
BID DATE: May 24, 2023 **Department:** Streets and Maintenance

	BE! Graphics El Paso, TX Bidder 1 of 2	Innovative Ink Signs & Printing El Paso, TX Bidder 2 of 2
--	--	---

Part 3 - Labor Rates

Item No.	Description	Hourly	Hourly
1	Regular Hourly Rate	Left Blank	\$32.50

Part 4 - Sample List with Labor

Item No.	Description	Bidder Item Number	City's Price (Net or After Discount or Mark-Up) (A)	Hourly Labor Rate (Part 3, Item No. 1) for Standard and Non-Standard Prices (B)	Total (A+B)	Bidder Item Number	City's Price (Net or After Discount or Mark-Up) (A)	Hourly Labor Rate (Part 3, Item No. 1) for Standard and Non-Standard Prices (B)	Total (A+B)
1	CITY OF EL PASO LOGO 3 INCH LETTERING SIZE (9"X 9 3/4") Mountain Blue/ Sunset Yellow	Left Blank	\$ 7.00	\$ -	\$ 7.00	1	\$ 6.60	\$ 32.50	\$ 39.10
2	CITY OF EL PASO LOGO 4 INCH LETTERING SIZE (11 3/4"X 13") Mountain Blue/ Sunset Yellow	Left Blank	\$ 9.00	\$ -	\$ 9.00	2	\$ 7.50	\$ 32.50	\$ 40.00
3	2" ENVIRONMENTAL SERVICES BLACK/WHITE or as needed	Left Blank	\$ 3.00	\$ -	\$ 3.00	3	\$ 6.90	\$ 32.50	\$ 39.40
4	3" UNIT NUMBERS 12345 BLACK/ WHITE or as needed	Left Blank	\$ 3.00	\$ -	\$ 3.00	4	\$ 7.20	\$ 32.50	\$ 39.70
5	2" STREETS AND MAINTENANCE BLACK/ WHITE or as needed	Left Blank	\$ 3.00	\$ -	\$ 3.00	5	\$ 6.90	\$ 32.50	\$ 39.40
6	Lamination	Left Blank	\$ 2.00	\$ -	\$ 2.00	n/a	\$ -	\$ 32.50	\$ 32.50
Total (Part 4, Items 1-6)					\$ 27.00				\$ 230.10



CITY OF EL PASO

BID TABULATION FORM



BID TITLE: Decals as Needed - Fleet		BID NO: 2023-0431	
BID DATE: May 24, 2023		Department: Streets and Maintenance	
	BE! Graphics El Paso, TX Bidder 1 of 2	Innovative Ink Signs & Printing El Paso, TX Bidder 2 of 2	
<u>OPTION TO EXTEND THE TERM OF THE AGREEMENT</u> 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.			
TWO (2) ADDITIONAL YEARS AT THE SAME UNIT PRICE(S)	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	
NO OPTION OFFERED	<input type="checkbox"/>	<input type="checkbox"/>	
AMENDMENTS ACKNOWLEDGED:	N/A	Yes	
BIDS SOLICITED: 658 LOCAL BIDS SOLICITED: 293 BIDS RECEIVED: 2 LOCAL BIDS RECEIVED: 2 NO BID: 11			

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

320
 Approved by X /s/
 Approved 6/5/2023

ONLINE VIEWS FOR 2023-0431 DECALS AS NEEDED - FLEET			
	PARTICIPANT NAME	CITY	STATE
1	Innovative Ink Signs & Printing (Innovative Ink EP, LP)	El Paso	TX
2	BE! GRAPHICS	EL PASO	TX
3	Paso-Tex Industries LLC	El Paso	TX
4	Mattingly Low Vision, Inc	El Paso	TX
5	Unipak Corp.	West Long Branch	NJ
6	UebelKorp industries	El Paso	TX
7	Sunset Survival & First Aid Inc	Huntington Beach	CA
8	DYER CYCLE	El Paso	TX
9	In Depth Events, Inc.	McKinney	TX
10	Delegard Tool of Texas	Houston	TX
11	3-C TECHNOLOGY, LLC	LANCASTER	TX
12	Alkane Midstream	Mendota	MN
13	Electrical Power Products, Inc.	Des Moines	IA
14	A2Z PROMO ZONE LLC	SANTA FE	NM
15	Art Center & Signs (Greater Southwest Art Center Inc)	El Paso	TX
16	Code 10 Gear	El Paso	TX
17	Construction Reporter	Albuquerque	NM
18	EL PASO OFFICE PRODUCTS, LLC	EL PASO	TX
19	GUMO COMMERCIAL LLC	EL PASO	TX
20	Hawk Construction	El Paso	TX
21	HYDRAULIC ELECTRIC COMPONENT SUPPLY	EL CAJON	CA
22	International Nameplate U.S., Inc	Longview	TX
23	Key Reliable Services (Key Reliable Services LLC)	LAS VEGAS	NV
24	Longhorn Distributing (Loren Hodges & Son's Inc.)	El Paso	TX
25	Mlssis & Me	El Paso	TX
26	P&V Distributing	El Paso	TX
27	Partners in Education Solutions	El Paso	TX
28	Proforma Angelini Martin & Assoc (Angelini Martin & Associates Inc)	Cypress	TX
29	Shelby Distributions	El Paso	TX
30	SYOXSA, Inc.	El Paso	TX
31	TEXAS CUSTOM EMBROIDERY (Hector Medina)	El Paso	TX
32	WinSupply of El Paso (WinSupply of El Paso TX Co)	El Paso	TX



Legislation Text

File #: 23-1008, 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, K. Nicole Cote, (915) 212-1092

Streets & Maintenance, Richard J. Bristol, (915) 212-7000

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 2023-0414 Airway Aesthetics Maintenance to Tri-State Electric, Ltd. for a three (3) year term for an estimated amount of \$426,624.00. This contract will allow for the maintenance of the Airway Aesthetics.

Contract Variance:

The difference based in comparison to the previous contract is as follows: An increase of \$89,556.00 for the initial term, which represents a 26.57% increase due to price increases.

Department:	Streets and Maintenance
Vendor:	Tri-State Electric, Ltd.
	Vinton, TX
Item(s):	All
Initial Term:	3 Years
Annual Amount	\$142,208.00
Total Estimated Award:	\$426,624.00
Account No.:	532 - 2305 - 522210 - 32120 - P3215
Funding Source:	General Fund
District(s):	All

This is a Best Value Contract.

The Purchasing & Strategic Sourcing and Streets and Maintenance Departments recommend award as

indicated to Tri-State Electric, Ltd., the highest ranked offeror based on evaluation criteria for this solicitation.

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

AGENDA DATE: August 1, 2023
PUBLIC HEARING DATE: N/A

CONTACT PERSON(S) NAME AND PHONE NUMBER:

Richard J. Bristol, Streets and Maintenance Director, (915) 212-7000
K. Nicole Cote, Managing Director (915) 212-1092

DISTRICT(S) AFFECTED: All

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:

The award of solicitation 2023-0414 Airway Aesthetics Maintenance to Tri-State Electric, Ltd. for a three (3) year term for an estimated amount of \$426,624.00.

BACKGROUND / DISCUSSION:

This contract is for the maintenance of the Airway Aesthetics that will allow regular monthly maintenance, bi-annual turbine and sculpture maintenance and on demand emergency maintenance. The maintenance includes repair and/or replacement of structural, communication and electrical components and cleaning of equipment.

SELECTION SUMMARY:

Solicitation was advertised on April 11, 2023 and April 18, 2023. The solicitation was posted on City website on April 11, 2023. There were a total thirty (30) viewers online; one (1) bid was received from a local supplier. An Inadequate Competition Survey was conducted.

CONTRACT VARIANCE:

The difference based in comparison to the previous contract is as follows: An increase of \$89,556.00 for the initial term, which represents a 26.57% increase due to price increases.

PROTEST

No protest received for this requirement.

PRIOR COUNCIL ACTION:

N/A

AMOUNT AND SOURCE OF FUNDING:

Amount: \$426,624.00

Funding Source: Environmental Fee Fund

Account: 532 – 2305 – 522210 – 32120 – P3215

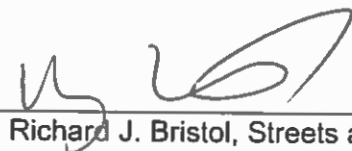
HAVE ALL AFFECTED DEPARTMENTS BEEN NOTIFIED? X YES NO

PRIMARY DEPARTMENT: Streets and Maintenance

SECONDARY DEPARTMENT: Purchasing & Strategic Sourcing

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

DEPARTMENT HEAD:



7-13-23

Richard J. Bristol, Streets and Maintenance Director

**COUNCIL PROJECT FORM
(BEST VALUE)**

*******POSTING LANGUAGE BELOW*******

Please place the following item on the **CONSENT** agenda for the Council Meeting of **August 1, 2023**.

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 2023-0414 Airway Aesthetics Maintenance to Tri-State Electric, Ltd. for a three (3) year term for an estimated amount of \$426,624.00. This contract will allow for the maintenance of the Airway Aesthetics.

Contract Variance:

The difference based in comparison to the previous contract is as follows: An increase of \$89,556.00 for the initial term, which represents a 26.57% increase due to price increases.

Department:	Streets and Maintenance
Vendor:	Tri-State Electric, Ltd. Vinton, TX
Item(s):	All
Initial Term:	3 Years
Annual Amount	\$142,208.00
Total Estimated Award:	\$426,624.00
Account No.:	532 – 2305 – 522210 – 32120 – P3215
Funding Source:	General Fund
District(s):	All

This is a Best Value Contract.

The Purchasing & Strategic Sourcing and Streets and Maintenance Departments recommend award as indicated to Tri-State Electric, Ltd., the highest ranked offeror based on evaluation criteria for this solicitation.

*******ADDITIONAL INFO BELOW*******

CITY OF EL PASO BV SCORESHEET

PROJECT: 2023-0414 Airway Aesthetics Maintenance

Evaluation of Submittal

		Tri-State Electric Ltd.
	MAX POINTS	
Factor A - Price	30	30.00
Factor B - Experience - Comparable Contracts	25	22.33
Factor C - References	15	14.45
Factor D – Employee Medical Benefits and Incentives	10	2.00
Factor E - Bidder's Operational Plan	20	18.67
TOTAL SCORE	100	87.45



CITY OF EL PASO

BID TABULATION FORM



BID TITLE: AIRWAY AESTHETICS MAINTENANCE	BID NO: 2023-0414
BID DATE: MAY 10, 2023	DEPARTMENT: STREETS AND MAINTENANCE

	TRI-STATE ELECTRIC, LTD. VINTON, TX Bidder 1 of 1
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GROUP I - REGULAR MAINTENANCE (Monthly)

Item No.	Description	Unit of Measure	Approximate / Estimate Quantities (A)	Price (B)	Yearly Total (C = A X B) (C)	3-Year Total (D = C X 3) (D)
1	Airway Aesthetics	Monthly	12	\$ 6,868.00	\$ 82,416.00	\$ 247,248.00
Total					\$ 82,416.00	\$ 247,248.00

GROUP II - TURBINE AND SCULPTURE MAINTENANCE (BI-ANNUAL)

Item No.	Description	Unit of Measure	Approximate / Estimate Quantities (A)	Price (B)	Yearly Total (C = A X B) (C)	3-Year Total (D = C X 3) (D)
1	Airway Aesthetics	Bi-Annually	2	\$ 22,606.00	\$ 45,212.00	\$ 135,636.00
Total					\$ 45,212.00	\$ 135,636.00

Approved by X GG
 e Approved 05/15/2023

328



CITY OF EL PASO

BID TABULATION FORM



BID TITLE: AIRWAY AESTHETICS MAINTENANCE	BID NO: 2023-0414
BID DATE: MAY 10, 2023	DEPARTMENT: STREETS AND MAINTENANCE

	TRI-STATE ELECTRIC, LTD. VINTON, TX Bidder 1 of 1
--	--

GROUP III - ON DEMAND EMERGENCY MAINTENANCE

Item No.	Description	Unit of Measure	Approximate / Estimate Quantities (A)	Price (B)	Yearly Total (C = A X B) (C)	3-Year Total (D = C X 3) (D)
1	Airway Aesthetics	Hourly	36	\$ 405.00	\$ 14,580.00	\$ 43,740.00
Total					\$ 14,580.00	\$ 43,740.00
Grand Total (Groups I-III)					\$ 142,208.00	\$ 426,624.00
					Bidder's Price: \$142,200.00	

Approved by X GG
 e Approved 05/15/2023



CITY OF EL PASO

BID TABULATION FORM



BID TITLE: AIRWAY AESTHETICS MAINTENANCE		BID NO: 2023-0414	
BID DATE: MAY 10, 2023		DEPARTMENT: STREETS AND MAINTENANCE	
		TRI-STATE ELECTRIC, LTD. VINTON, TX Bidder 1 of 1	
<u>OPTION TO EXTEND THE TERM OF THE AGREEMENT</u> THE CITY AT ITS SOLE DISCRETION, MAY EXERCISE ANY OPTION TO EXTEND THE TERM OF THE AGREEMENT, BY GIVING THE CONTRACTOR WRITTEN NOTICE WITHIN THE TIME PERIOD NOTED ON THE SELECTED OPTIONS. THE TERM OF THIS CONTRACT SHALL BE BASED ON ONE OF THE SELECTIONS BELOW AND UNDER THE SAME TERMS AND CONDITIONS. THE CITY MANAGER OR DESIGNEE MAY EXTEND THE OPTION TO EXTEND. BIDDER OFFERS THE CITY THE OPTION OF EXTENDING THE TERM OF THE CONTRACT FOR:			
TWO (2) ADDITIONAL YEARS AT THE SAME UNIT PRICE(S)		<input type="checkbox"/>	
NO OPTION OFFERED		<input checked="" type="checkbox"/>	
AMENDMENTS ACKNOWLEDGED:		YES	
BIDS SOLICITED: 366 LOCAL BIDS SOLICITED: 209 BIDS RECEIVED: 1 LOCAL BIDS RECEIVED: 0 NO BID: 3			

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

Approved by X GG
e Approved 05/15/2023

330

	Participant Name	City	State
1	Access Communications Group, LLC	El Paso	TX
2	Alejandro Motta (Tri-State Electric)	Vinton	TX
3	Alpha Group Construction LLC	El Paso	TX
4	Amtek USA, Austin	Houston	TX
5	Bella Luna Engineering and Building Maintenance	El Paso	TX
6	Black Stallion Contractors, Inc.	El Paso	TX
7	Bob's Pest Control, LLC	El Paso	TX
8	Burman Construction, LLC	El Paso	TX
9	Champion Wire & Cable	Westbury	NY
10	Clowe & Cowan (Clowe and Cowan of El Paso)	El Paso	TX
11	ConstructConnect	Cincinnati	OH
12	Construction Reporter	Albuquerque	NM
13	Delegard Tool of Texas	Houston	TX
14	Delta Pest Control & Lawn Service (Delta Unlimited LLC)	El Paso	TX
15	eagle janitorial services	El Paso	TX
16	EL PASO-PHOENIX PUMPS INC	El Paso	TX
17	EMJ Construction	Dallas	TX
18	GUMO COMMERCIAL LLC	EL PASO	TX
19	Hawk Construction	El Paso	TX
20	International Eagle Enterprises	El Paso	TX
21	J Carrizal General Constructio	El Paso	TX
22	Martinez Bros. Contractors, LLC	El Paso	TX
23	PSI BEARING AND HYDRAULIC SERVICE LLC.	El Paso	TX
24	Sarabia's Portable Jons & Blue Sanitation (El Paso Sanitation Systems, In	El Paso	TX
25	TECHLINE INC	NEW BRAUNFELS	TX
26	The PlanIt Room	El Paso	TX
27	Tri-State Electric Ltd	Vinton	TX
28	Virtual Builders Exchange	San Antonio	TX
29	WinSupply of El Paso (WinSupply of El Paso TX Co)	El Paso	TX
30	Wyler Industrial Works, Inc.	El Paso	TX



Legislation Text

File #: 23-1046, 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 6

Members of the City Council, Representative Art Fierro, (915) 212-0006

AGENDA LANGUAGE:

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

Discussion and action that the City Council authorizes the expenditure of District 6 discretionary funds in an amount not to exceed FIVE THOUSAND AND NO/100 DOLLARS (\$5,000.00) towards the costs of equipment rental, movie license fees, permits, staff time and other related items necessary for the support of the "Movies in the Park" event, a series of movie nights in parks located within District 6, and declares that this expenditure serves the municipal purpose of providing recreational and cultural activities to the residents of and visitors to the City of El Paso, which benefits the community and instills community pride.

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

DEPARTMENT: Mayor and Council

AGENDA DATE: August 1, 2023

CONTACT PERSON NAME AND PHONE NUMBER: City Representative Art Fierro, 915-212-0006

DISTRICT(S) AFFECTED: District 6

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.

That the City Council authorizes the expenditure of District 6 discretionary funds in an amount not to exceed FIVE THOUSAND AND NO/100 DOLLARS (\$5,000.00) towards the costs of equipment rental, movie license fees, permits, staff time and other related items necessary for the support of the "Movies in the Park" event, a series of movie nights in parks located within District 6, and declares that this expenditure serves the municipal purpose of providing recreational and cultural activities to the residents of and visitors to the City of El Paso, which benefits the community and instills community pride.

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?

Yes, on June 20, 2023 Mayor and Council approved discretionary funds to be used for a Summer Festival.

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

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

That the City Council authorizes the expenditure of District 6 discretionary funds in an amount not to exceed FIVE THOUSAND AND NO/100 DOLLARS (\$5,000.00) towards the costs of equipment rental, movie license fees, permits, staff time and other related items necessary for the support of the “Movies in the Park” event, a series of movie nights in parks located within District 6, and declares that this expenditure serves the municipal purpose of providing recreational and cultural activities to the residents of and visitors to the City of El Paso, which benefits the community and instills community pride.

APPROVED his _____ day of _____, 2023.

CITY OF EL PASO:

Oscar Leaser
Mayor

ATTEST:

Laura D. Prine
City Clerk

APPROVED AS TO FORM:

Donald C. Davie

Donald C. Davie
Assistant City Attorney



Legislation Text

File #: 23-934, 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.

Districts 2, 3, 4, 5, 6, 7 and 8

Airport, David Panko, (915) 212-0480

AGENDA LANGUAGE:

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

Discussion and action that the City Council approves the submission to the Foreign-Trade Zones Board of an application to expand Foreign-Trade Zone 68 existing sites and to add new sites more fully described on Exhibit A of the resolution (FTZ Expansion Application), that the City Manager, or his designee, be authorized to sign the application and related documents to expand and modify Foreign-Trade Zone 68; and urges the Foreign-Trade Zones Board approval of the application on an expedited basis. [POSTPONED FROM JULY 18, 2023]

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

DEPARTMENT: Airport

AGENDA DATE: July 18, 2023

PUBLIC HEARING DATE: N/A

CONTACT PERSON NAME AND PHONE NUMBER: David Panko, 915-212-0480

DISTRICT(S) AFFECTED: District 2, 3, 4, 5, 6, 7, & 8

STRATEGIC GOAL 1: Cultivate an environment conducive to strong, economic development.

SUBJECT:

That the City Council approves the submission to the Foreign-Trade Zones Board of an application to expand Foreign-Trade Zone 68 existing sites and to add new sites more fully described on Exhibit A (FTZ Expansion Application), that the City Manager, or his designee, be authorized to sign the application and related documents to expand and modify Foreign-Trade Zone 68; and urges the Foreign-Trade Zones Board approval of the application on an expedited basis.

BACKGROUND / DISCUSSION:

Foreign Trade Zone 68 currently has 3448 acres designated as FTZ authorized land in the City of El Paso. These are parcels of land that are strategically located throughout El Paso covering industrial parks and stand-alone facilities. The Foreign Trade Zone 68 Expansion will be the 6th expansion of FTZ 68 since its inception in 1982, and the first expansion in the last 19 years. We will submit an Application to Reorganize/Expand an Existing Zone under the Alternative Site Framework (ASF) to the Foreign Trade Zones Board, US Department of Commerce, Washington, D.C., for their approval. These parcels are located in; El Paso City (Districts 2, 3, 4, 5, 6, 7, and 8), Town of Horizon City, City of Socorro, El Paso County (Precincts 1, 2, & 3), El Paso Community College (Districts 2, 3, 4, 6, and 7), the El Paso Independent School District (Districts 1, & 3), the Socorro Independent School District (Districts 2, 3, 4, and 5), and the Ysleta Independent School District (Districts 1, 3, 6, and 7).

The City of El Paso has a grant authority to establish, operate, and maintain FTZ 68 within the El Paso County. It is known as the Grantee of FTZ 68, which is operated through the Aviation Department's FTZ Administrative office. The zone helps expedite and encourage foreign commerce in the El Paso region and desires to add these parcels into FTZ boundaries through an ASF Reorganization/Expansion process with the US Foreign Trade Zones Board, US Department of Commerce.

The industrial and commercial economy has grown tremendously over the last 19 years with many industrial parks expanding and new industrial parks being constructed. The vacancy rate for large industrial and commercial properties has been at an all-time low for the last few years with forecasts predicting this to continue into the next few years. The infrastructure for roads has been improving with many projects including the I-10 Connect, the Montana Expressway, Spur 601, and Loop 375 improving the traffic flow in the El Paso region.

The ASF Reorganization/Expansion application is the process to expand the boundaries for FTZ 68, and is the method to keep the FTZ designated boundaries viable for industry, trade, and commerce.

Once the El Paso City Council approves the Expansion application, we will secure supporting letters from each of the taxing entities and US Customs and Border Protection. Once coordination with the affected taxing entities, FTZ 68 will submit the Expansion application to the Foreign Trade Zones Board in Washington, D.C. for final approval. The taxing entities are the City of El Paso (approved via this Resolution), El Paso County, El Paso Community College, Town of Horizon City, City of Socorro, the El Paso Independent School District, the Ysleta Independent School District, and the Socorro Independent School District.

The Exhibit A shows the locations of the planned FTZ boundaries of the new parcels in relation to other FTZ 68 boundaries.

PRIOR COUNCIL ACTION:

The Council approved the last Foreign Trade Zone Expansion on March 23, 2004.

AMOUNT AND SOURCE OF FUNDING:

Not applicable.

*****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, a political subdivision of the State of Texas, has received authority from the Legislature of the State of Texas and the Foreign-Trade Zones Board to establish and maintain a foreign-trade zone at the Port of El Paso (Foreign-Trade Zone 68);

WHEREAS, the City of El Paso is the Grantee of Foreign-Trade Zone 68;

WHEREAS, the City of El Paso has received requests to expand Foreign-Trade Zone 68 in various sites in the City of El Paso and other locations in El Paso County, in order to make Magnet Sites for industrial park areas to meet the demand for zone space in these growing regions of the City and County; and

WHEREAS, the City Council believes it is in the best interest of Foreign-Trade Zone 68 that the City of El Paso complete and file a formal application to expand Foreign-Trade Zone 68 to include proper sites described in Exhibit A and to comply with applicable requirements specified in Sections 400.21 to 400.29 of the Regulations of the Foreign-Trade Zones Board, under the U.S. Foreign-Trade Zones Act of 1934, as amended.

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

That the City Council approves the submission to the Foreign-Trade Zones Board of an application to expand Foreign-Trade Zone 68 existing sites and to add new sites more fully described on Exhibit A (FTZ Expansion Application), that the City Manager, or his designee, be authorized to sign the application and related documents to expand and modify Foreign-Trade Zone 68; and urges the Foreign-Trade Zones Board approval of the application on an expedited basis;

APPROVED AND ADOPTED this _____ day of _____, 2023.

CITY OF EL PASO

Oscar Leeser
Mayor

ATTEST:

Laura D. Prine
City Clerk

APPROVED AS TO FORM:




Leslie B. Jean-Pierre
Assistant City Attorney

APPROVED AS TO CONTENT:



Samuel Rodriguez, P.E.
Director of Aviation



David R. Panko
Foreign Trade Zone Manager

Exhibit A

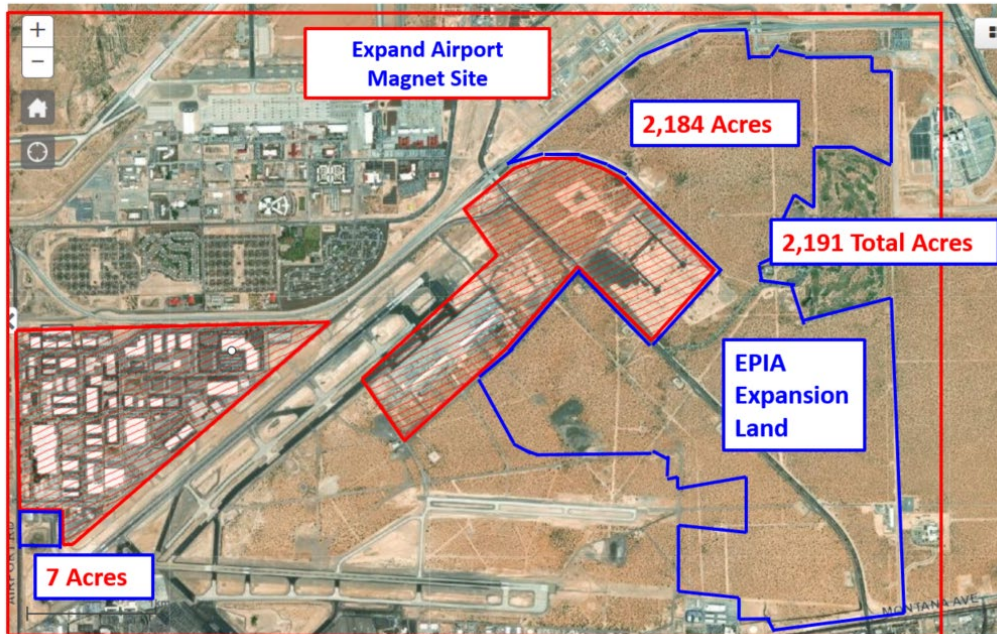
The following maps show the expansion sites and the new sites of the Foreign Trade Zone (FTZ) 68.

Expansion at the El Paso International Airport to align with the development activities currently underway.

FTZ 68 Expansion 6 – 2023

Site 1

Current – Red Lined
Expansion – Blue Lined

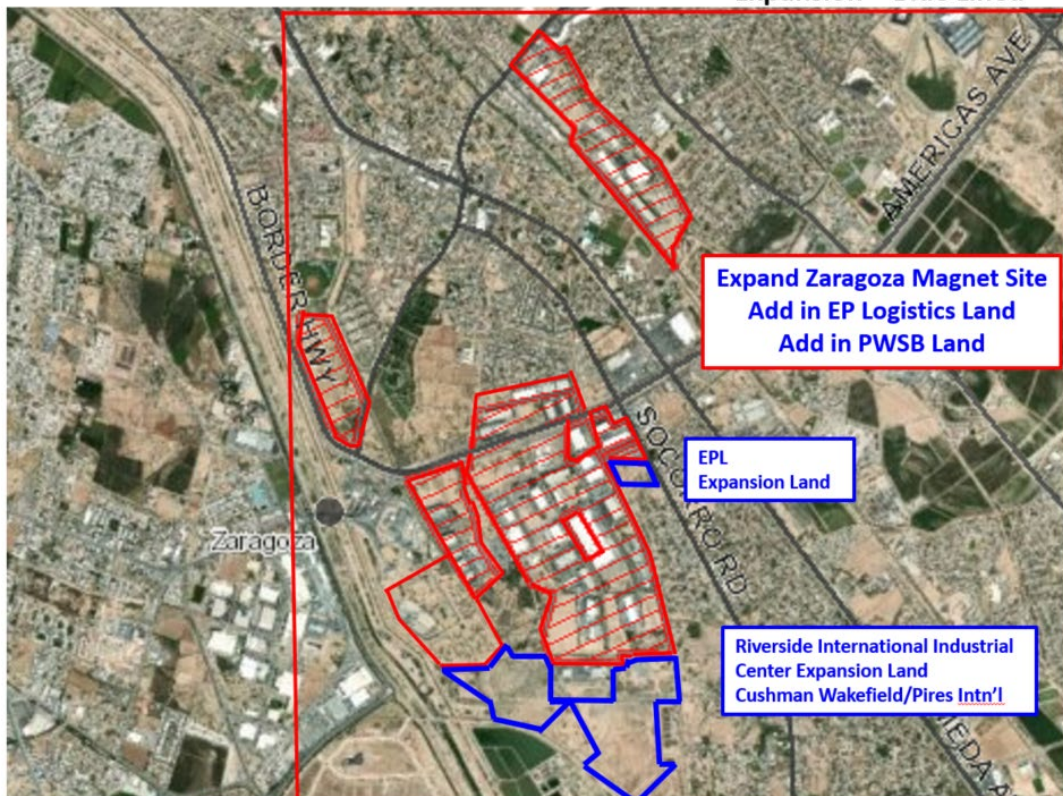


Expansion of Site 2, which is the Zaragoza Magnet Site near the Ysleta Port of Entry.

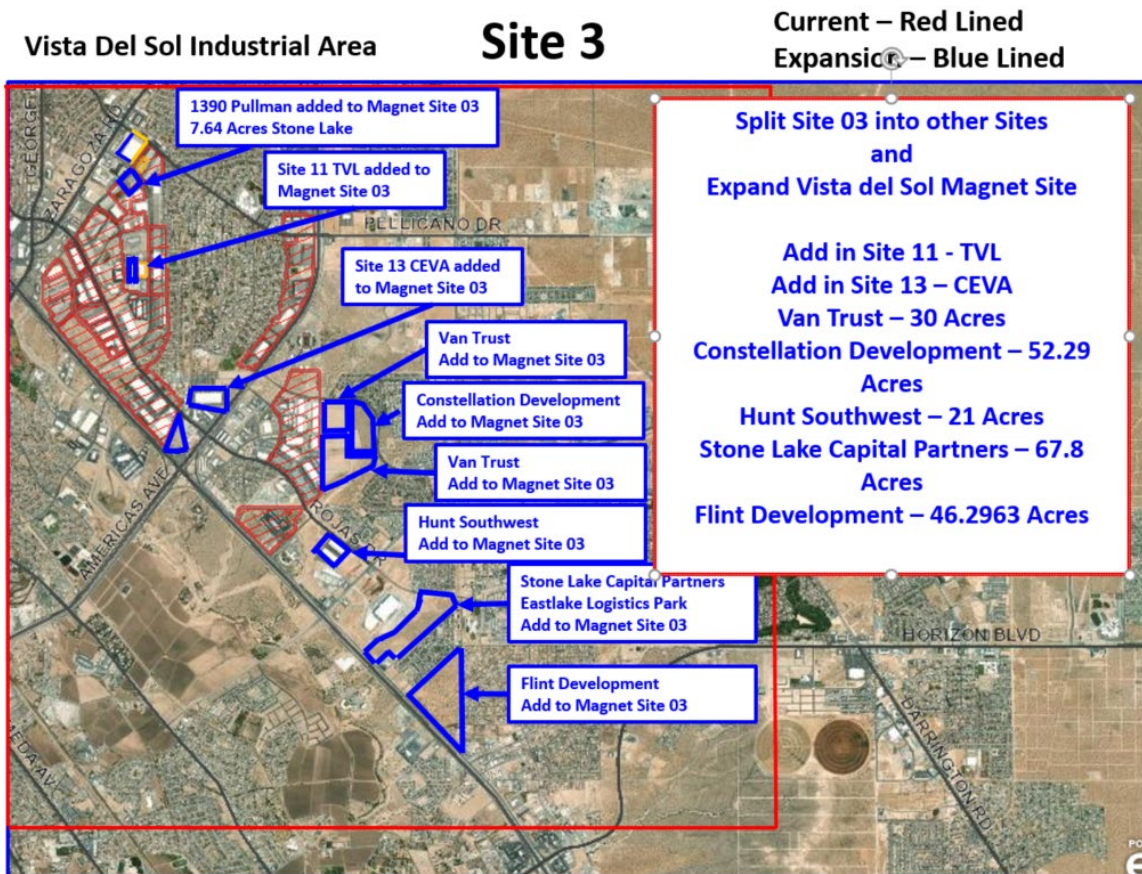
FTZ 68 Expansion 6 – 2023

Site 2

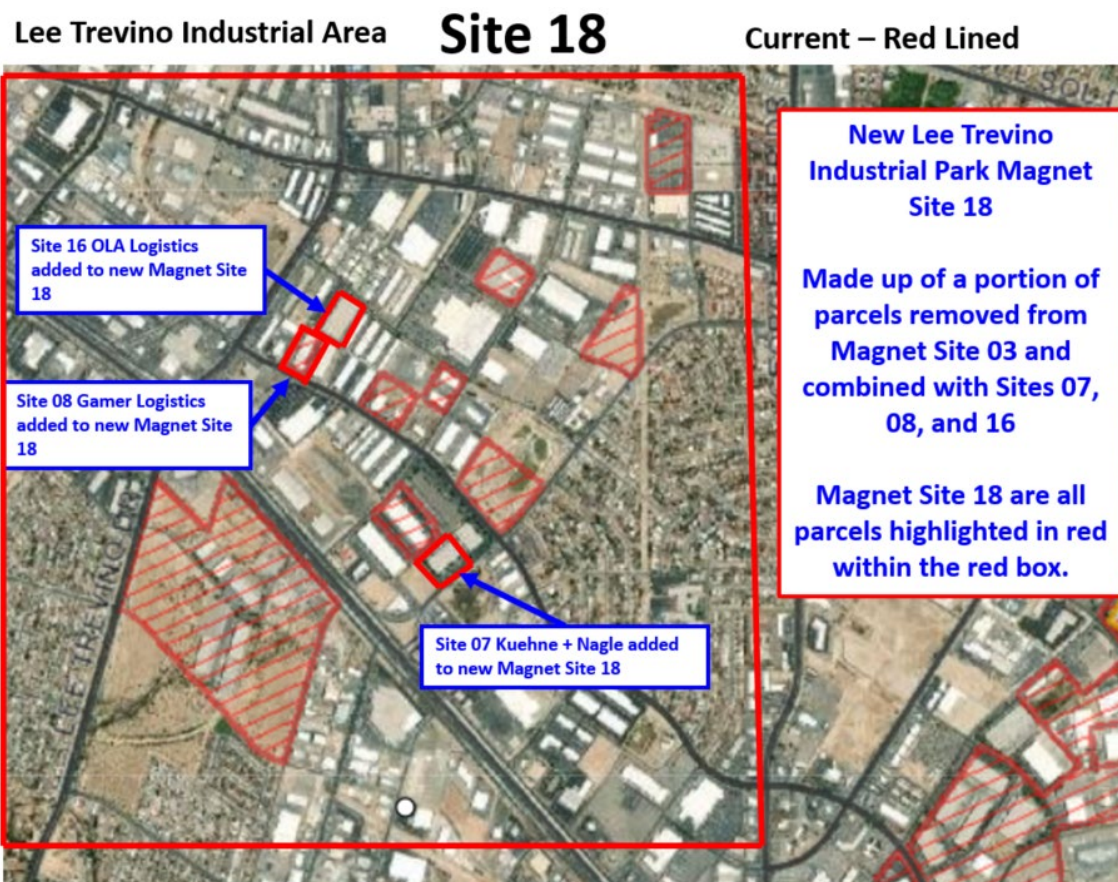
Current – Red Lined
Expansion – Blue Lined



The breaking up of Site 3 to create the Vista Del Sol Industrial Area and create two new sites (Site 18 and Site 19) and expanding the contiguous parcels in Site 3.

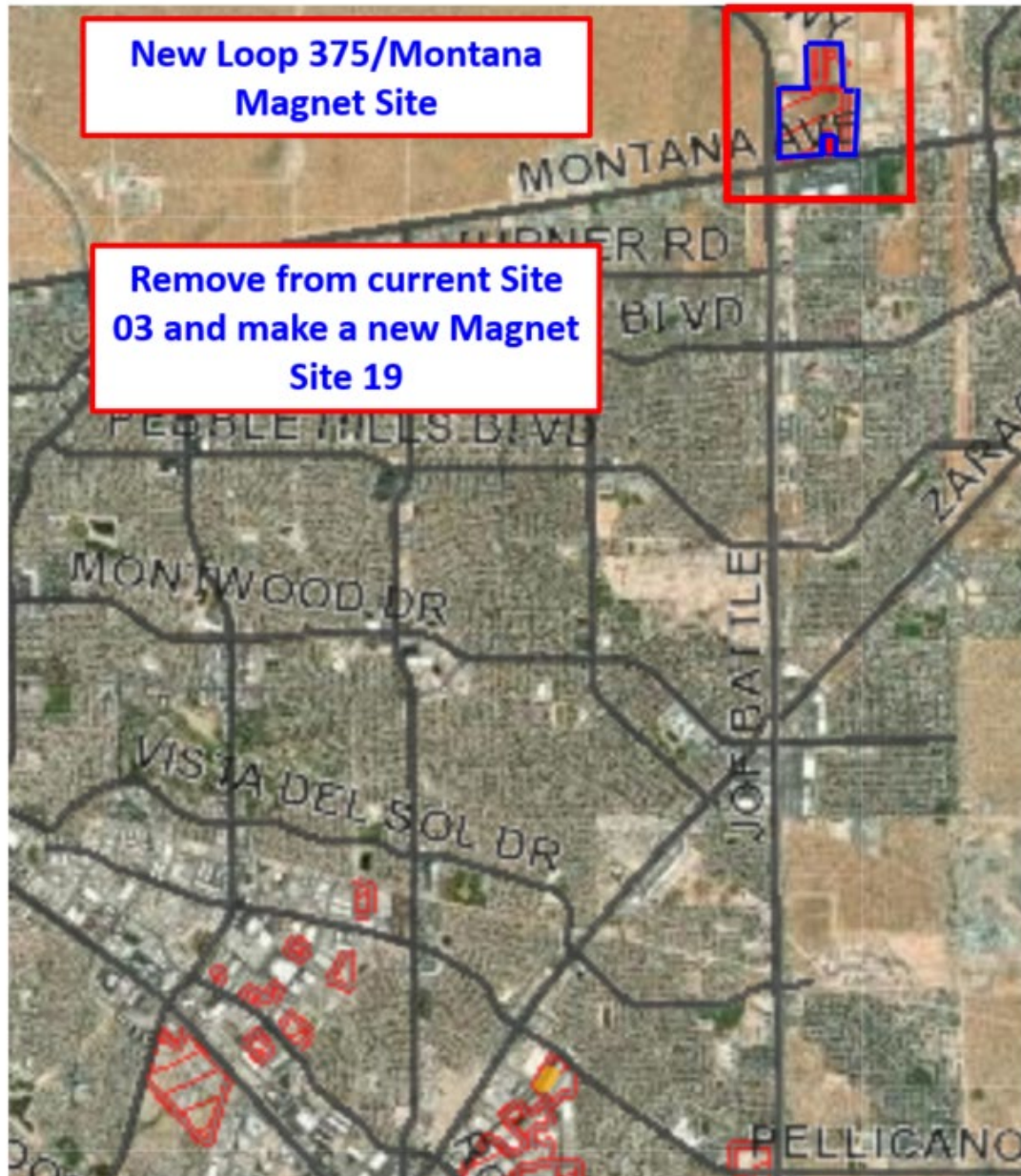


New Magnet Site created from Site 3, Site 18 the Lee Trevino Industrial Area Magnet Site.



New Magnet Site created from Site 3, Site 19 the Loop 375/Montana Magnet Site.

FTZ 68 Expansion - 2023 **Site 19** Current – Blue Lined

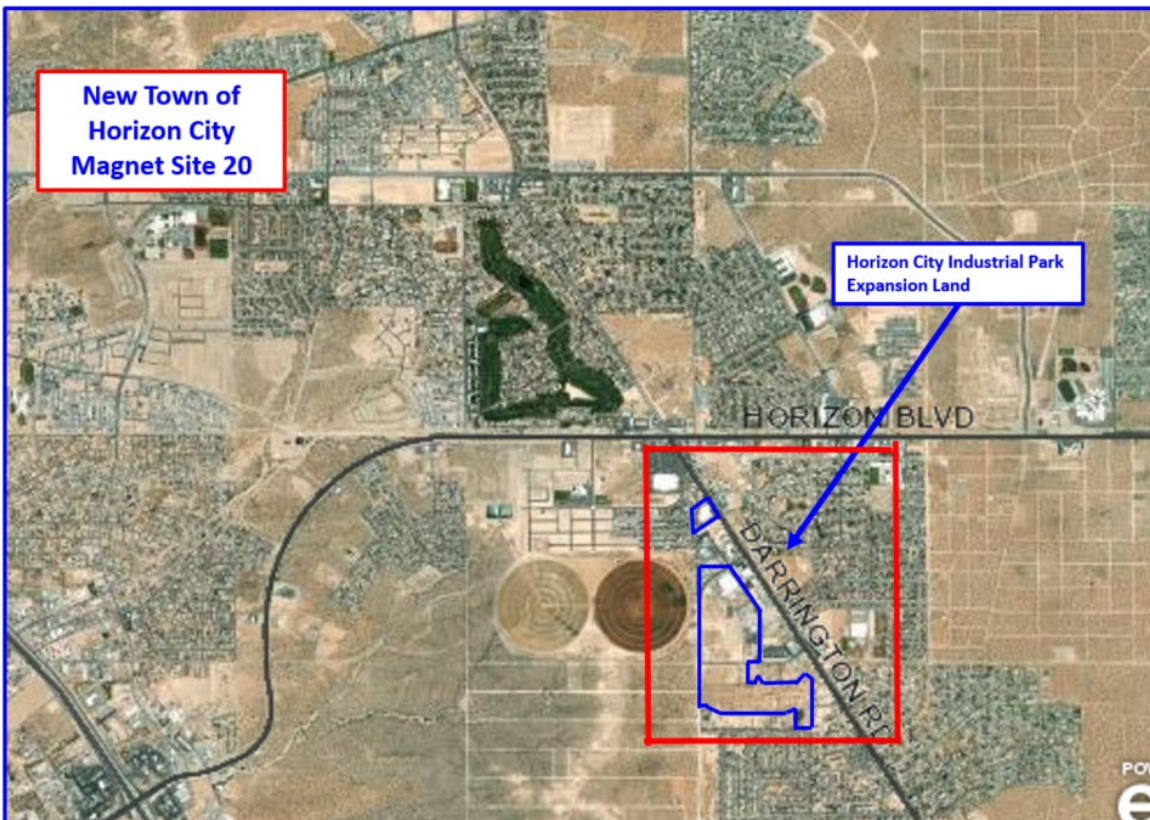


The new Magnet Site, located in the Town of Horizon City. This will be Site 20

FTZ 68 Expansion – 2023
Horizon City Industrial Park

Site 20

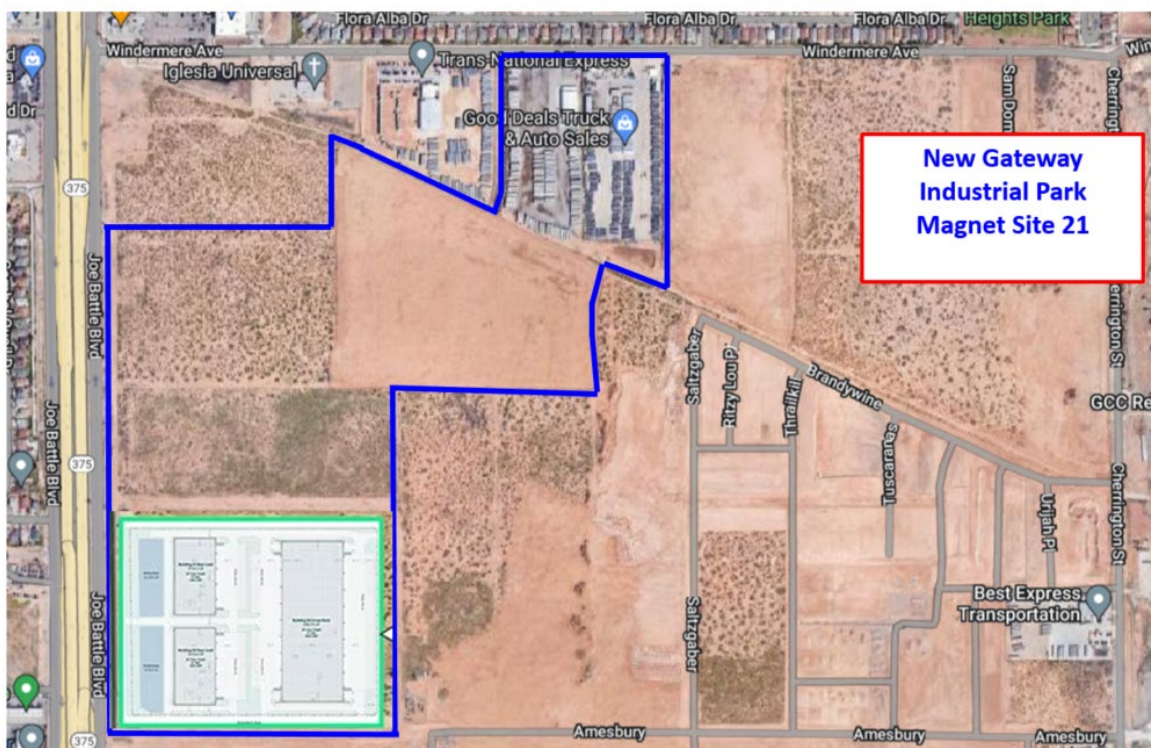
Expansion – Blue Lined



New Magnet Site in East El Paso on Joe Battle/Loop 375 and Windermere Avenue. This will be site 21 the Gateway Industrial Park Magnet Site.

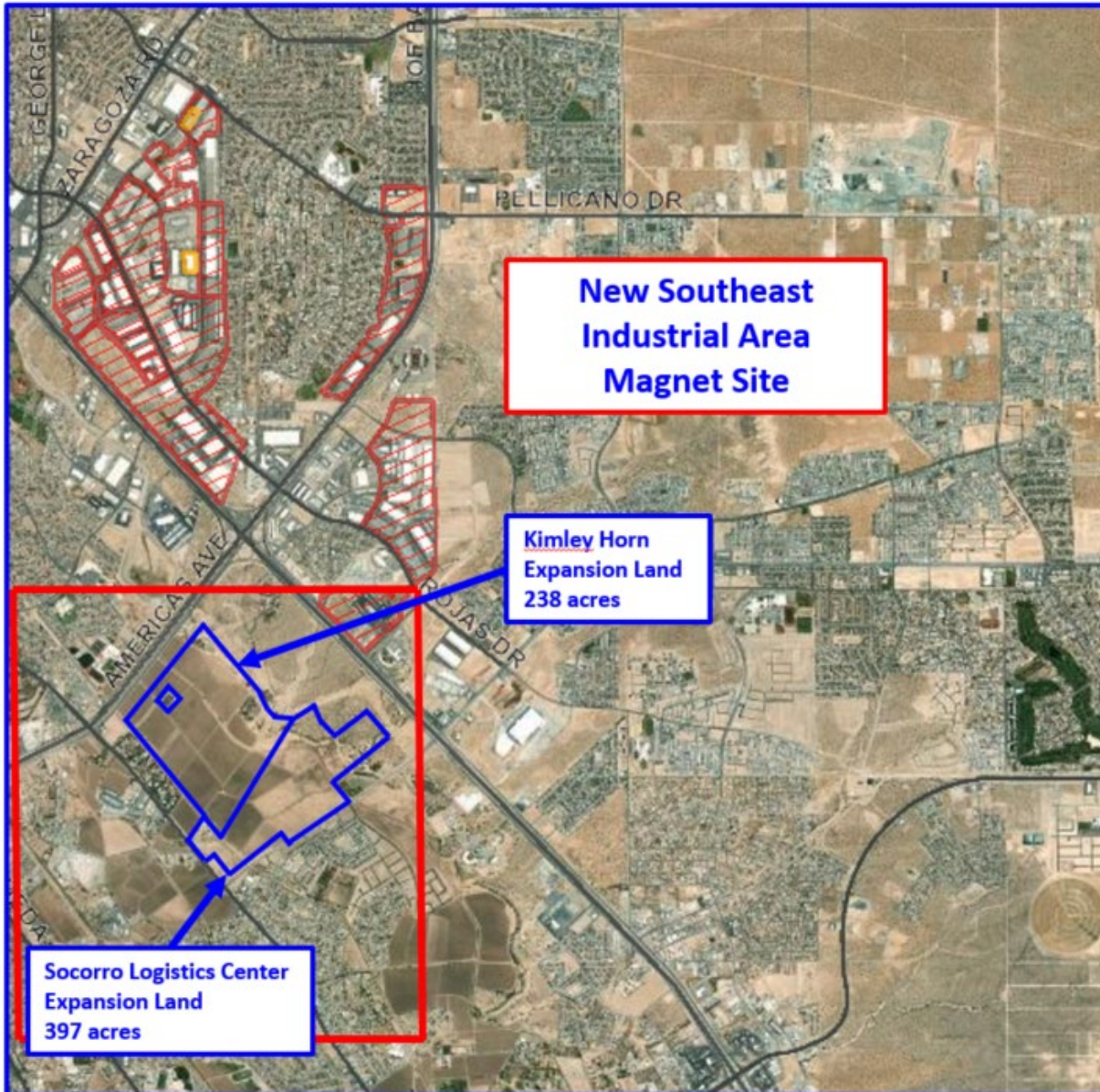
FTZ 68 New Gateway Industrial Park Magnet Site

Site 21



New Magnet Site located in both El Paso County and City of Socorro. This is Site 22 the Southeast Industrial Area and made up of two developments; the Kimley Horn development in El Paso County and the Socorro Logistics Center in the City of Socorro.

FTZ 68 Expansion - 2023 **Site 22** Expansion – Blue Lined





CITY OF EL PASO

El Paso FTZ 68 Expansion

Expansion # 6 – 2023

Foreign Trade Zones Board – Department of Commerce

Request:

- Approve to Expand FTZ Boundaries

Why:

- El Paso Economy is growing
- Reshoring & Nearshoring driving trade Increase
- Job Creation & growth via FTZ program

Expansion of FTZ 68 Boundaries

Strategic Plan Goal 1:

Cultivate an Environment Conducive to Strong, Economic Development

- Sixth expansion in 40 years
- Last expansion 18 years ago – 2005
- Add 3060 acres of virtual boundaries
- Grow from 3443 to 6503 acres



Expansion of FTZ 68 Boundaries

Strategic Plan Goal 1:

Cultivate an Environment Conducive to Strong, Economic Development

- **Grow from 5 to 10 Magnet Sites**
 - Magnet Site is an Industrial Park or Industrial Area
- **Incorporate smaller Single-User Sites into Magnet Sites**
 - Single-User Site is a single building with FTZ boundaries



Expansion of FTZ 68 Boundaries

Strategic Plan Goal 1:

Cultivate an Environment Conducive to Strong, Economic Development

FTZ Benefits to El Paso

- Increase in Jobs
- Increase in Wages
- Business Retention & Expansion
- Attract business to ELP region
- Make Commercial Land more Valuable



Expansion of FTZ 68 Boundaries

Strategic Plan Goal 1:

Cultivate an Environment Conducive to Strong, Economic Development

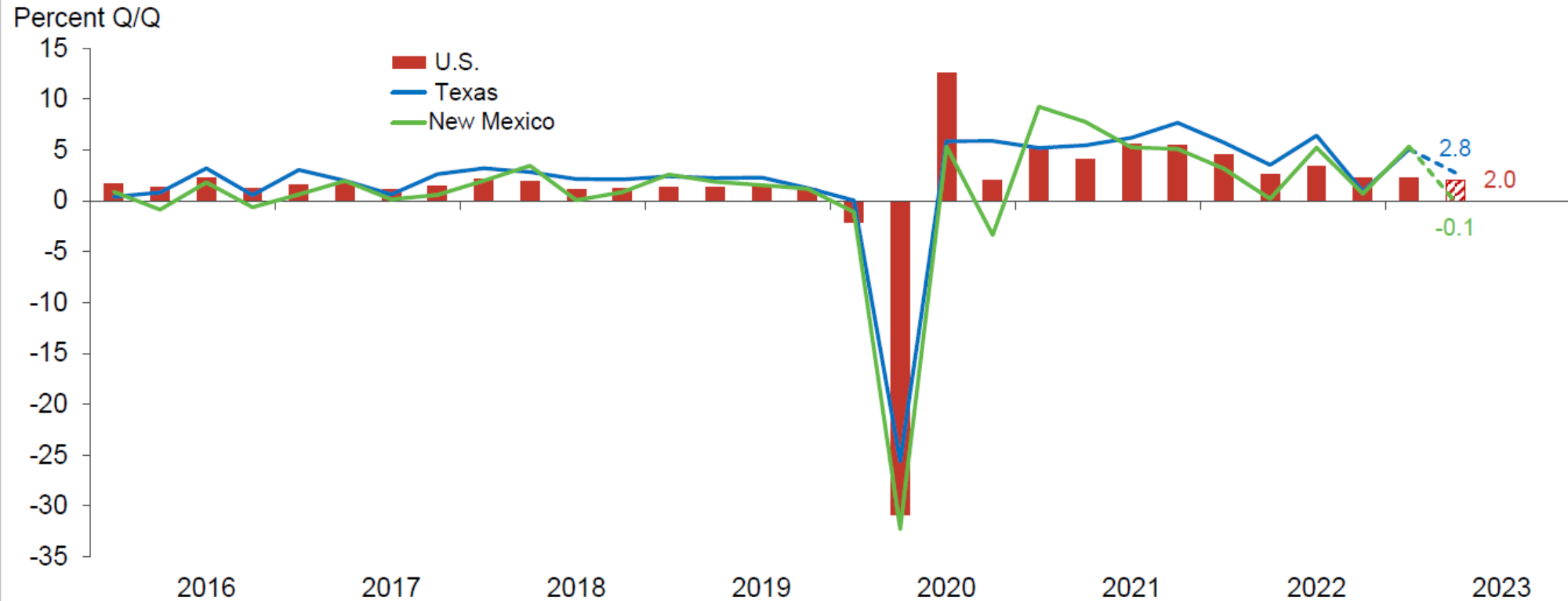
FTZ Benefits to Companies

- Eliminate, Reduce, Defer Customs Duties and Tariffs
- Optimize Global Supply Chains
- Reduce Operational Costs
 - Merchandise Processing Fees
 - Brokerage Fees
 - Bond/Insurance Fees
 - Inventory Taxes



Texas Job Growth is Positive

**Texas and New Mexico job growth outperforms U.S.
in first quarter, NM falters in April**



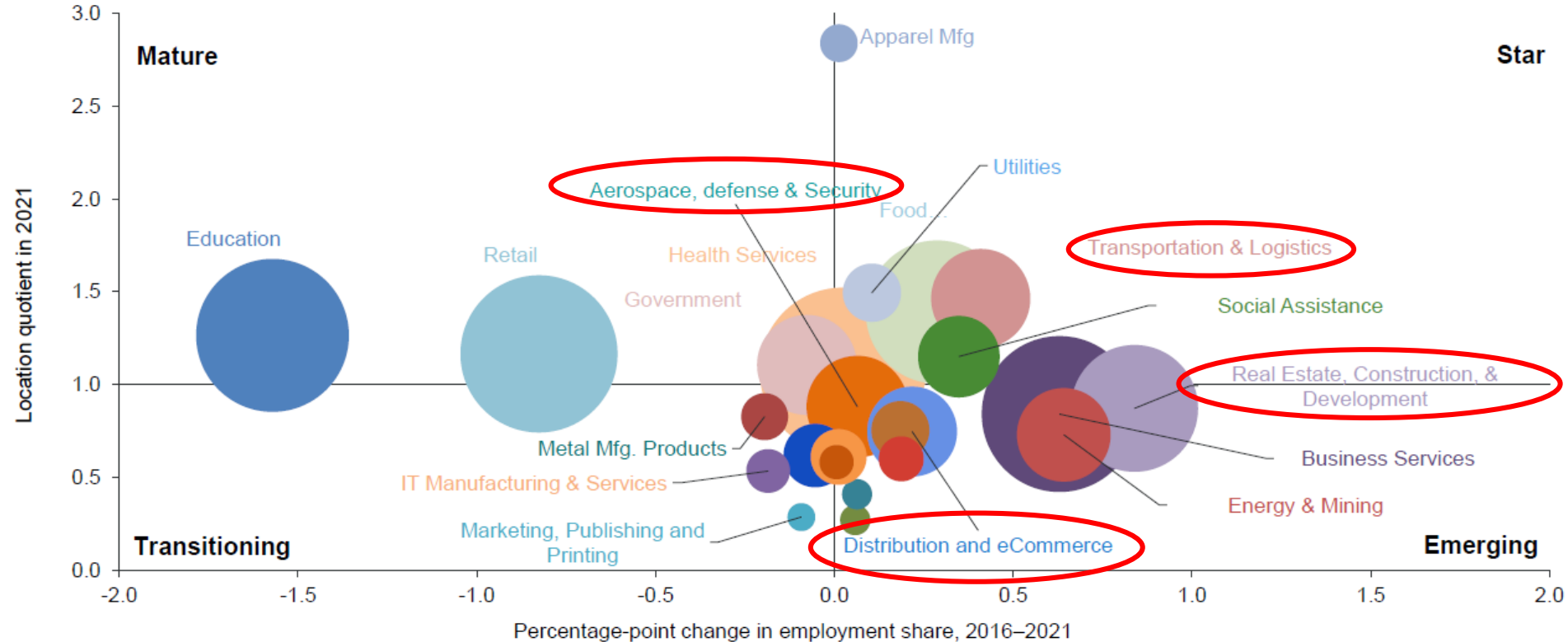
NOTE: Data show annualized growth and are through April 2023. Dashed bar and lines shows April 2023 / March 2023 growth.
SOURCES: Bureau of Labor Statistics; Texas Workforce Commission; adjustments by the Dallas Fed.

Federal Reserve Bank of Dallas

11

Economic Growth in El Paso

Aerospace, defense and security an emerging industry in El Paso



NOTES: Bubble size represents cluster employment.

SOURCES: Texas Workforce Commission; Bureau of Labor Statistics.

Federal Reserve Bank of Dallas

18

El Paso Economy is Growing


- Neighboring Chihuahua is #1 in exports
- Driving international trade in El Paso

Chihuahua ranked #1 in exports in the country in 2022

Top 10 leaders in exports in Mexico

1. Chihuahua.....	\$55 Billion USD
2. Coahuila.....	\$44 Billion USD
3. Baja California.....	\$38 Billion USD
4. Nuevo Leon.....	\$38 Billion USD
5. Tamaulipas.....	\$25 Billion USD
6. Guanajuato.....	\$23 Billion USD
7. Jalisco.....	\$19 Billion USD
8. Sonora.....	\$17 Billion USD
9. Edomex.....	\$15 Billion USD
10. Campeche.....	\$15 Billion USD



 Chihuahua Global®

SOURCE: INEGI

El Paso Economy is Growing

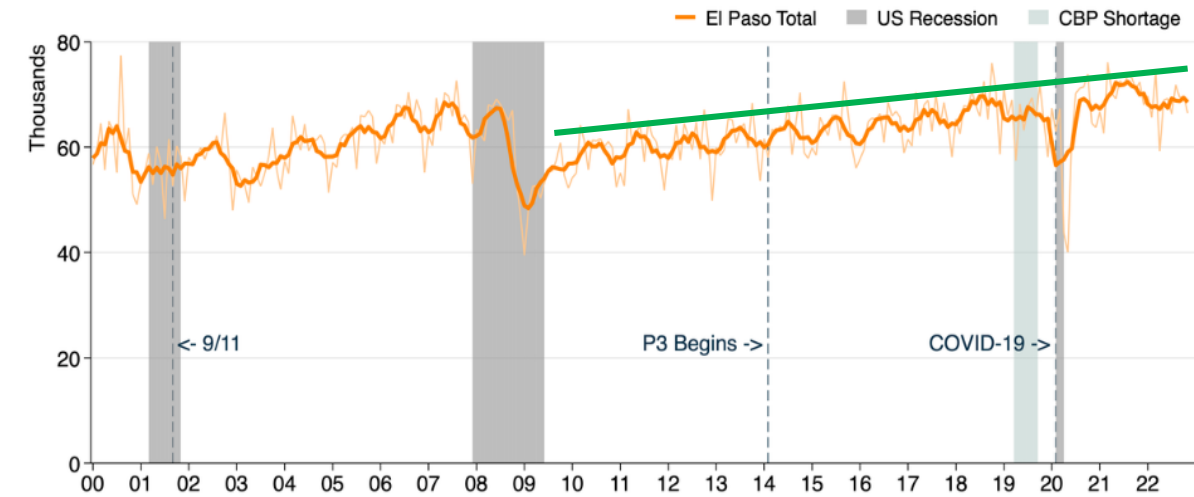
- Cargo crossings continue to rise

CARGO TRUCK CROSSINGS

Northbound

Source: U.S. Customs and Border Protection, compiled by City of El Paso International Bridges Department.

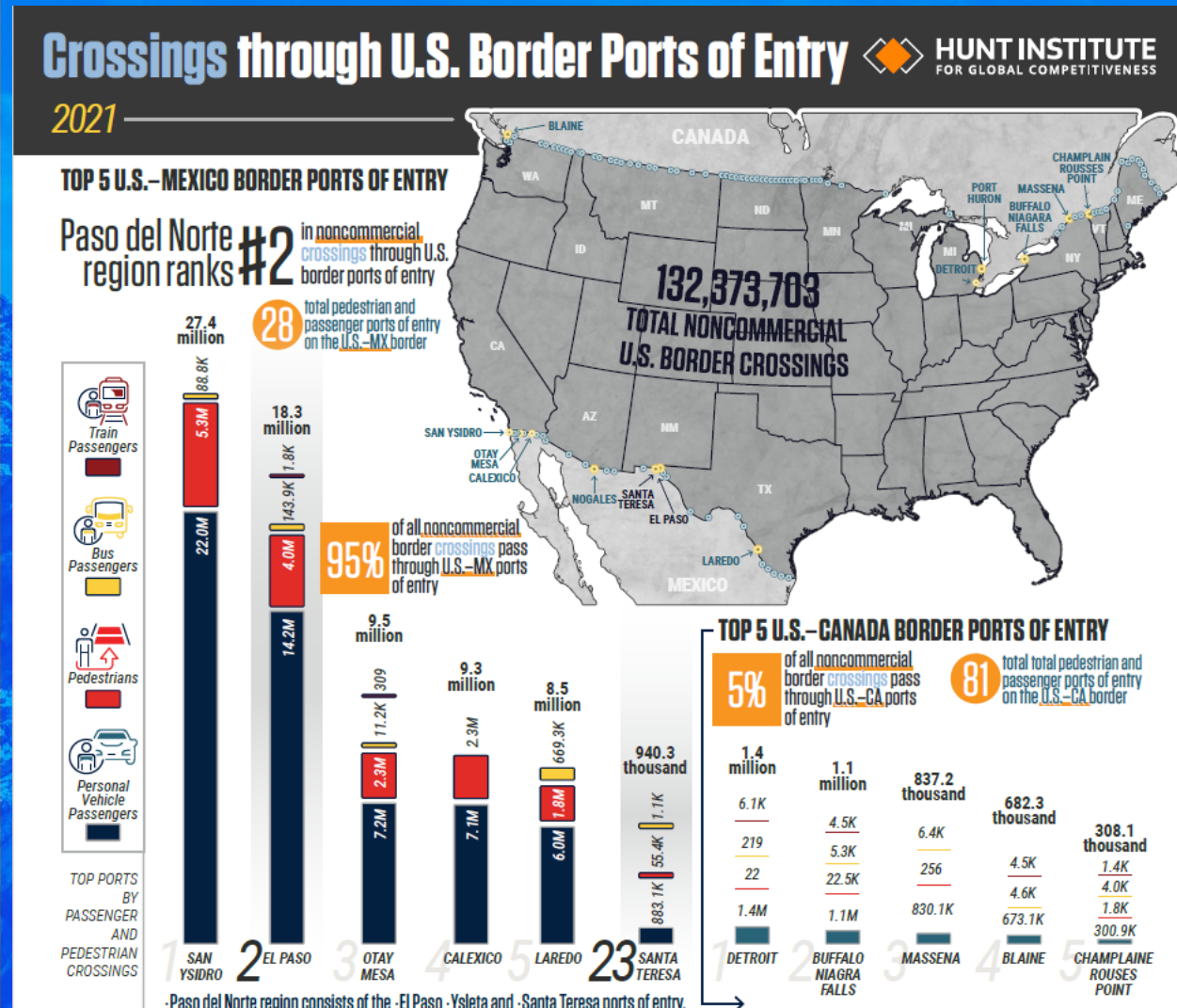
Note: Click inside graphs to expand.



- El Paso Total crossings include Ysleta-Zaragoza and Bridge of the Americas (BOTA).

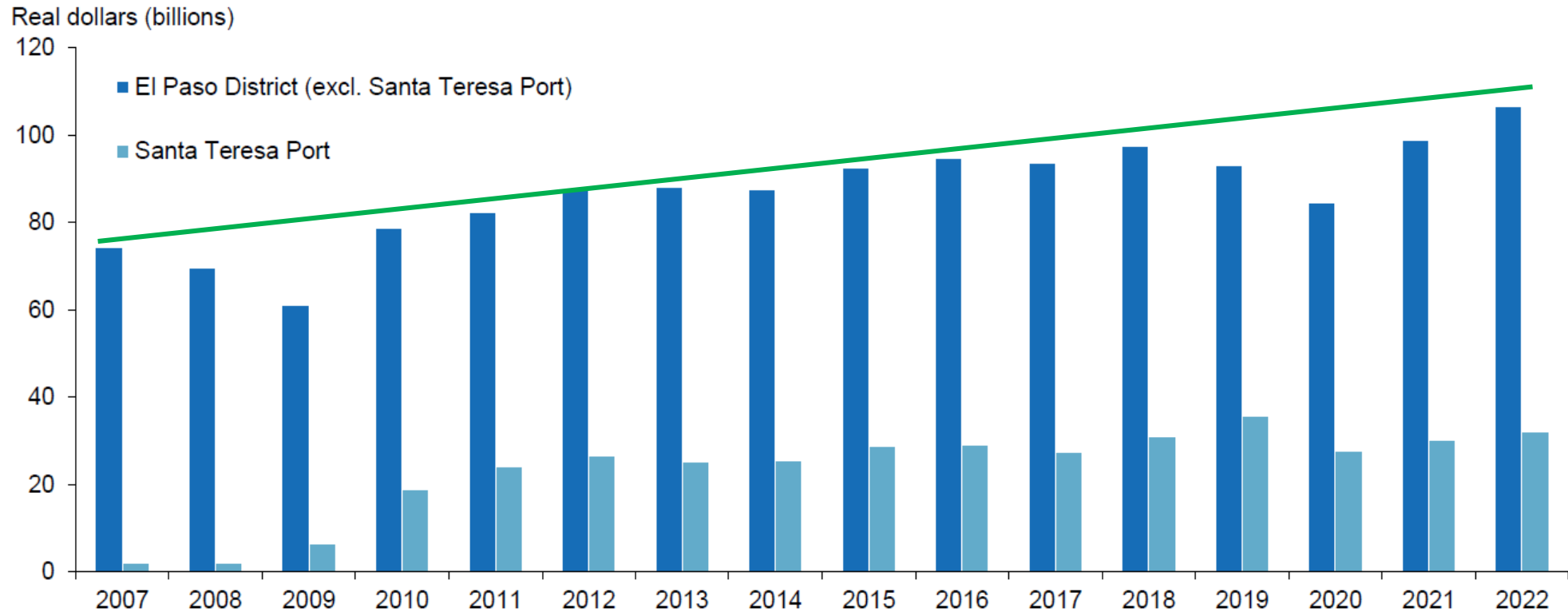
El Paso Economy is Growing

- El Paso region is #2 in Nation for border crossings
- One of the most important international trade cities in the US



Trade Volumes Increasing

Trade volumes have increased for Santa Teresa Port and the overall El Paso District



NOTE: Data are seasonally adjusted. The Santa Teresa Port is part of the El Paso District.

SOURCE: Census Bureau; adjustments by the Dallas Fed.

El Paso Economy is Growing

- El Paso region is #3 on Southern Border for trade dollars

Total Trade through U.S. Border Ports of Entry



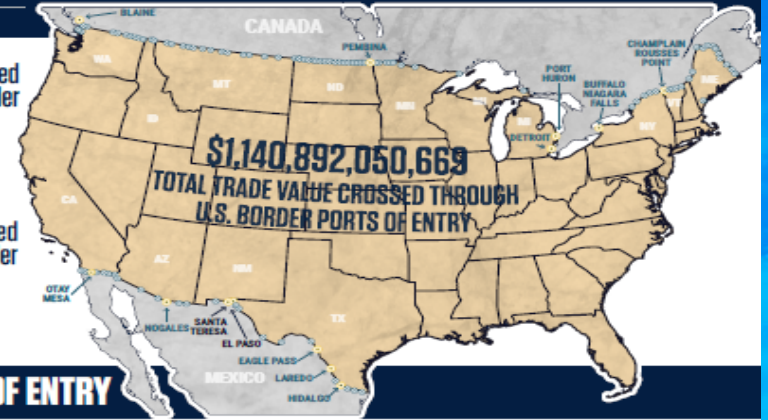
2021

51% of total trade value passed through the U.S.-MX border ports of entry

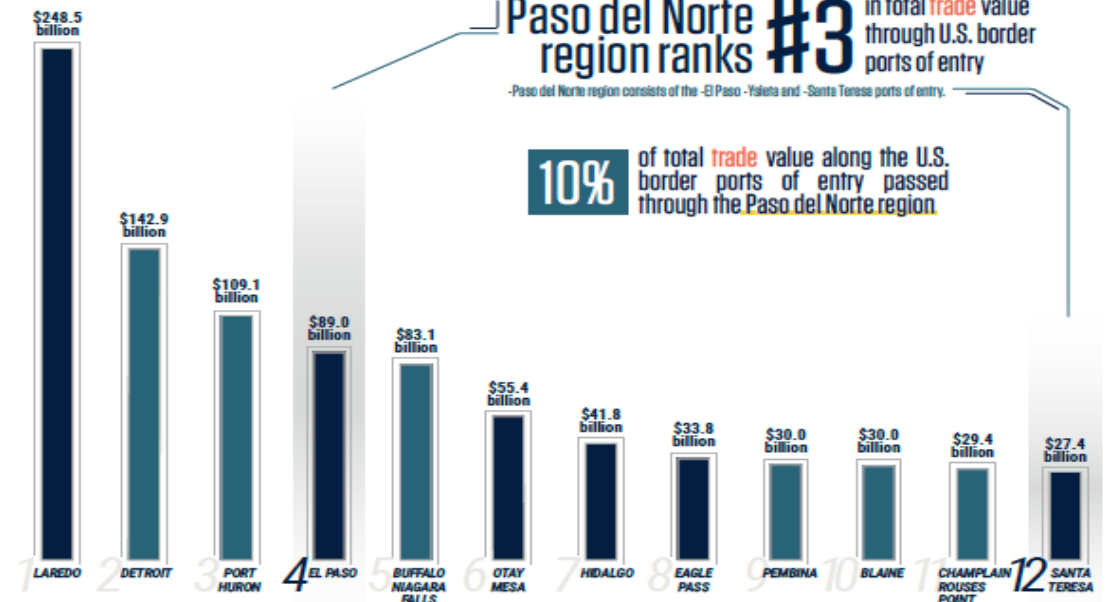
26 total commercial traffic ports of entry on the U.S.-MX border

49% of total trade value passed through the U.S.-CA border ports of entry

88 total commercial traffic ports of entry on the U.S.-CA border



TOP 12 U.S. BORDER PORTS OF ENTRY



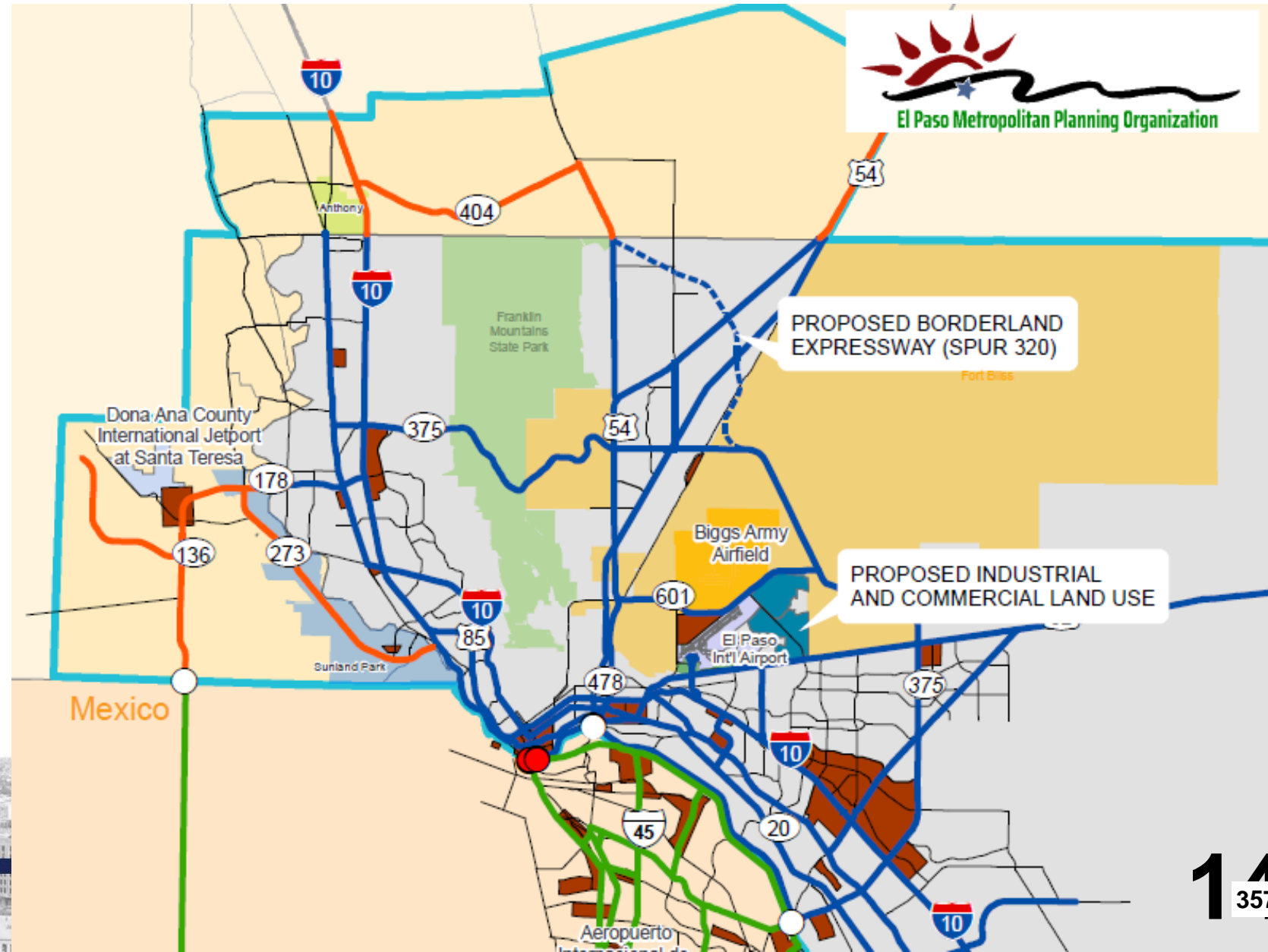
Note: El Paso port of entry includes Ysleta port of entry. Paso del Norte region consists of the El Paso, Ysleta, and Santa Teresa ports of entry. U.S. ports of entry include Alaska. Total world trade value through the U.S.-CA border. Source: Hunt Institute calculations using data from the U.S. Census Bureau.

HUNT INSTITUTE UTPEPU
HUNT INSTITUTE UTPEPU

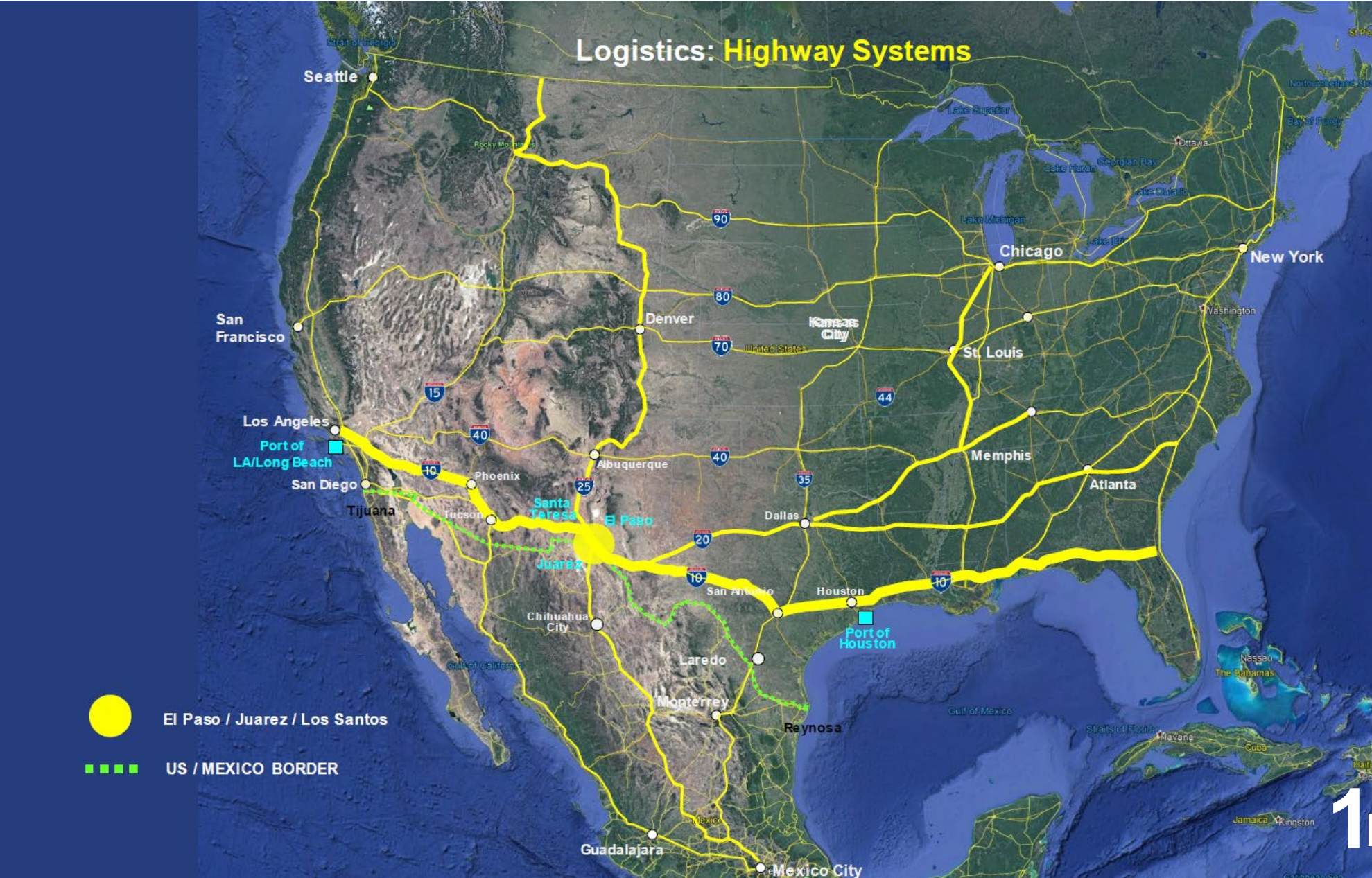


Infrastructure Projects Improve Mobility

- Increase in industrial parks in El Paso
- Commercial traffic can move from bridges to industrial parks rapidly and easily
- Commercial traffic can move from industrial parks to regional and US road system quickly and easily



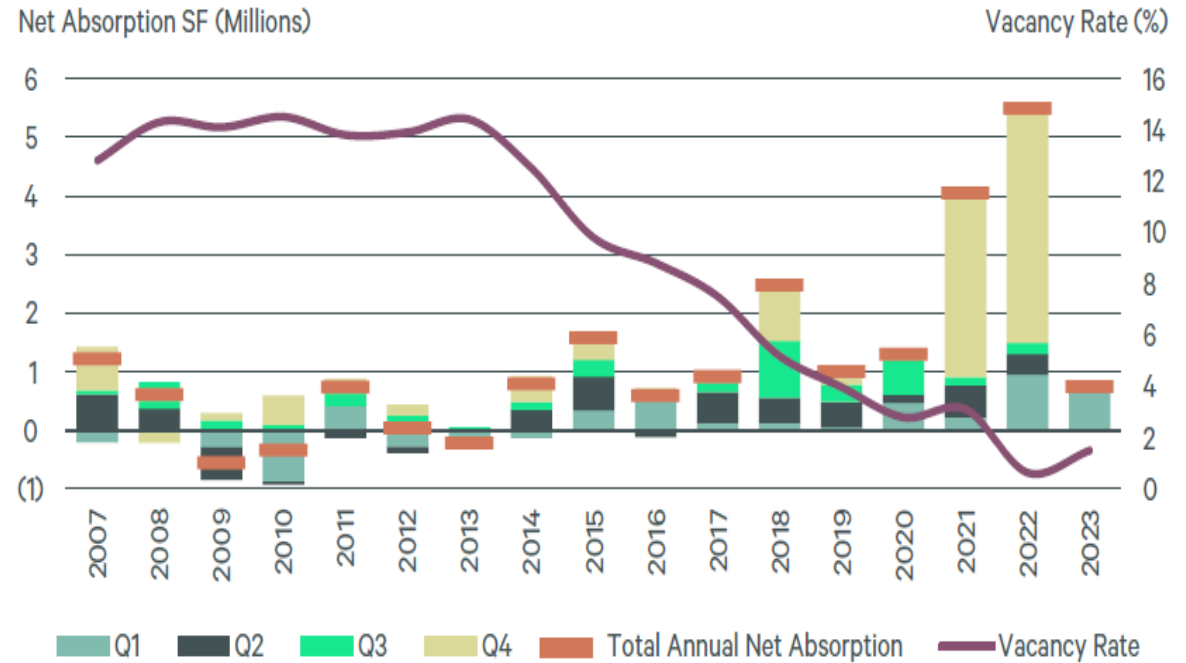
El Paso Connectivity to US Systems



Commercial Real Estate Market

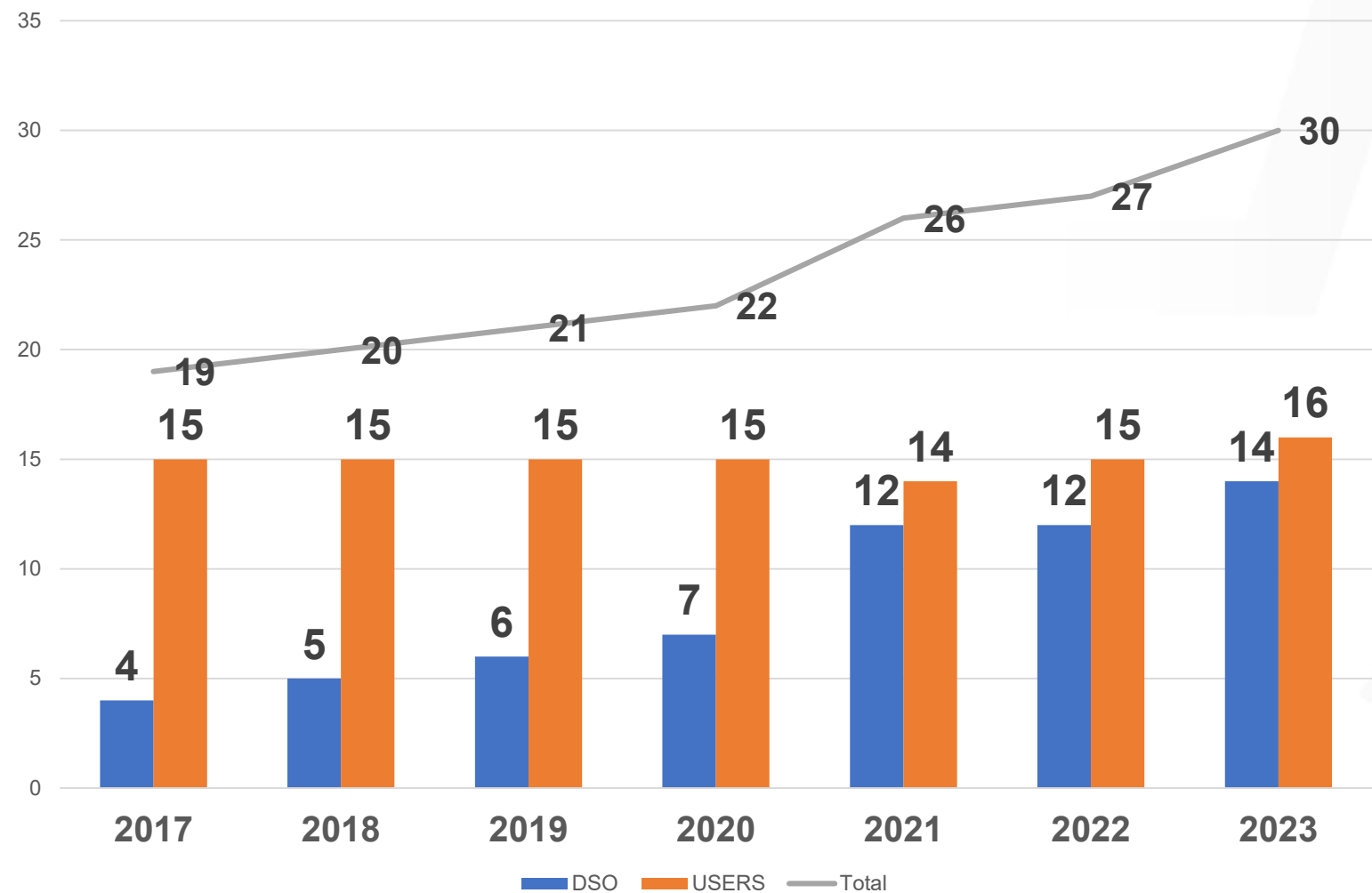
- Vacancy at an all time low
- Land developers building many facilities in El Paso
- Commercial real estate forecast shows continued growth with fully leased buildings

FIGURE 1: Net Absorption and Vacancy

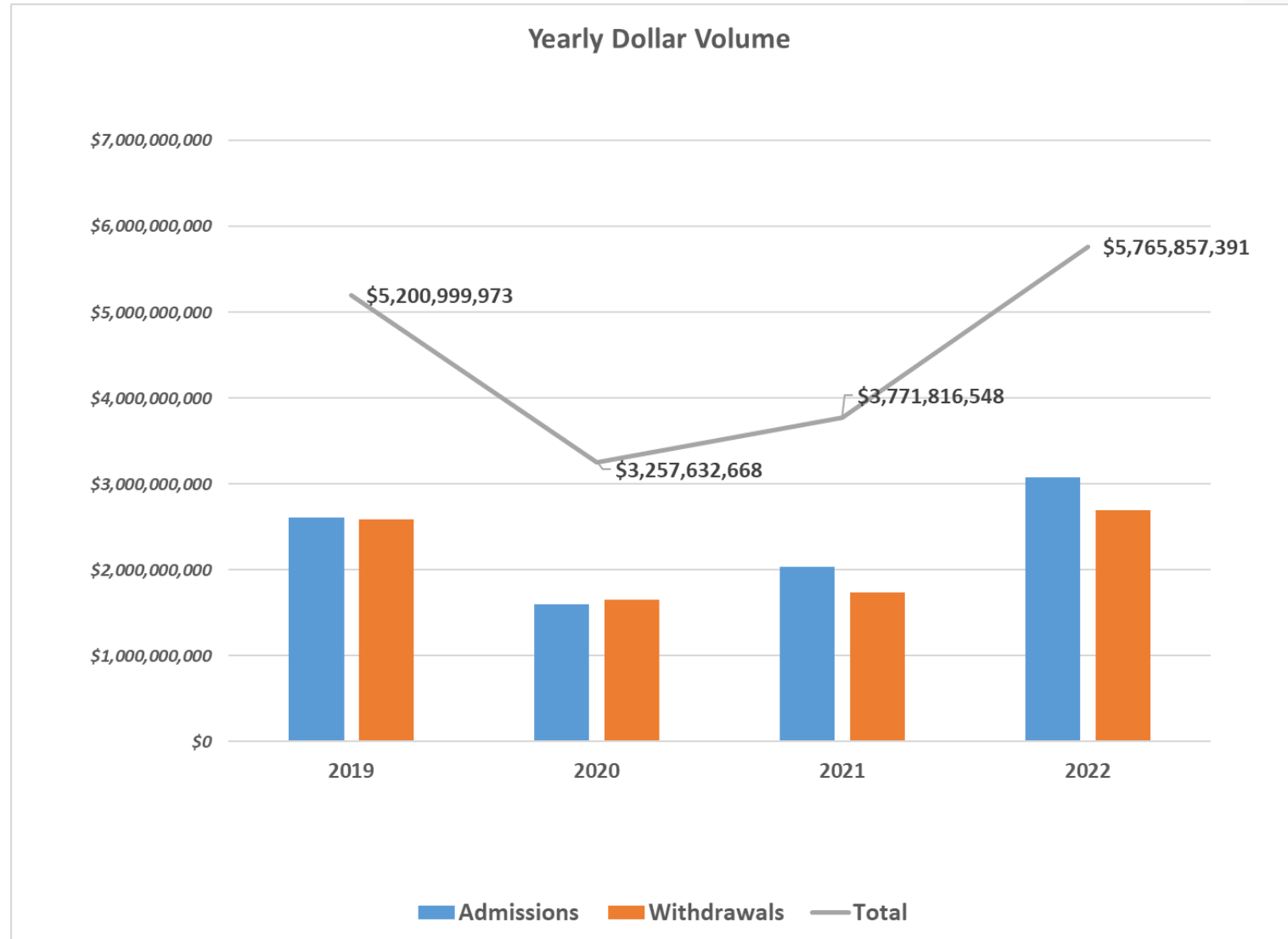


The number of Foreign Trade Zone Clients is Growing

FTZ 68 Clients
El Paso Fiscal Years



Foreign Trade Zone 68 Volumes Increasing



Expansion of FTZ 68 Boundaries

Site Selection Review

- Industrial Park growth and plans
- Road infrastructure, current and planned
- Proximity to International Bridges
- Connectivity to US transportation routes – Rail, Road, Air
- Proximity to Residential Centers

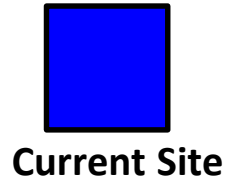


FTZ 68 Boundaries

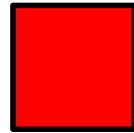
Current & Future FTZ Sites

- Site 1, Airport – 3468 acres
- Site 2, Mission Valley – 976 acres
- Site 3, East Region – 1,356 acres
- Site 4, Central Region – 130 acres
- Site 5, Railroad – 95 acres
- Site 6, Cazador – 11 acres
- Site 7, K&N – 2 acres
- Site 8, Gamer – 3 acres
- Site 9, Brokers – 15 acres
- Site 10, Woodbridge – 22 acres
- Site 11, Pilot Logistics – 7 acres
- Site 12, Cesar Scott – 1 acre
- Site 13, CEVA – 25 acres
- Site 14, VRP – 10 acres
- Site 15, EPCOM – 2 acres
- Site 16, OLA – 7 acres
- Site 17, Socorro Industrial – 122 acres
- Site 18, Lee Trevino – 222 acres
- Site 19, Loop 375/Montana – 213 acres
- Site 20, Horizon City Park – 67 acres
- Site 21, Windermere – 108 acres
- Site 22, N. Loop/Americas – 297 acres

Current Total Boundaries = 3443 acres
New Boundaries = 3060 acres
New Total Boundaries = 6503 acres



Current Site



New Site



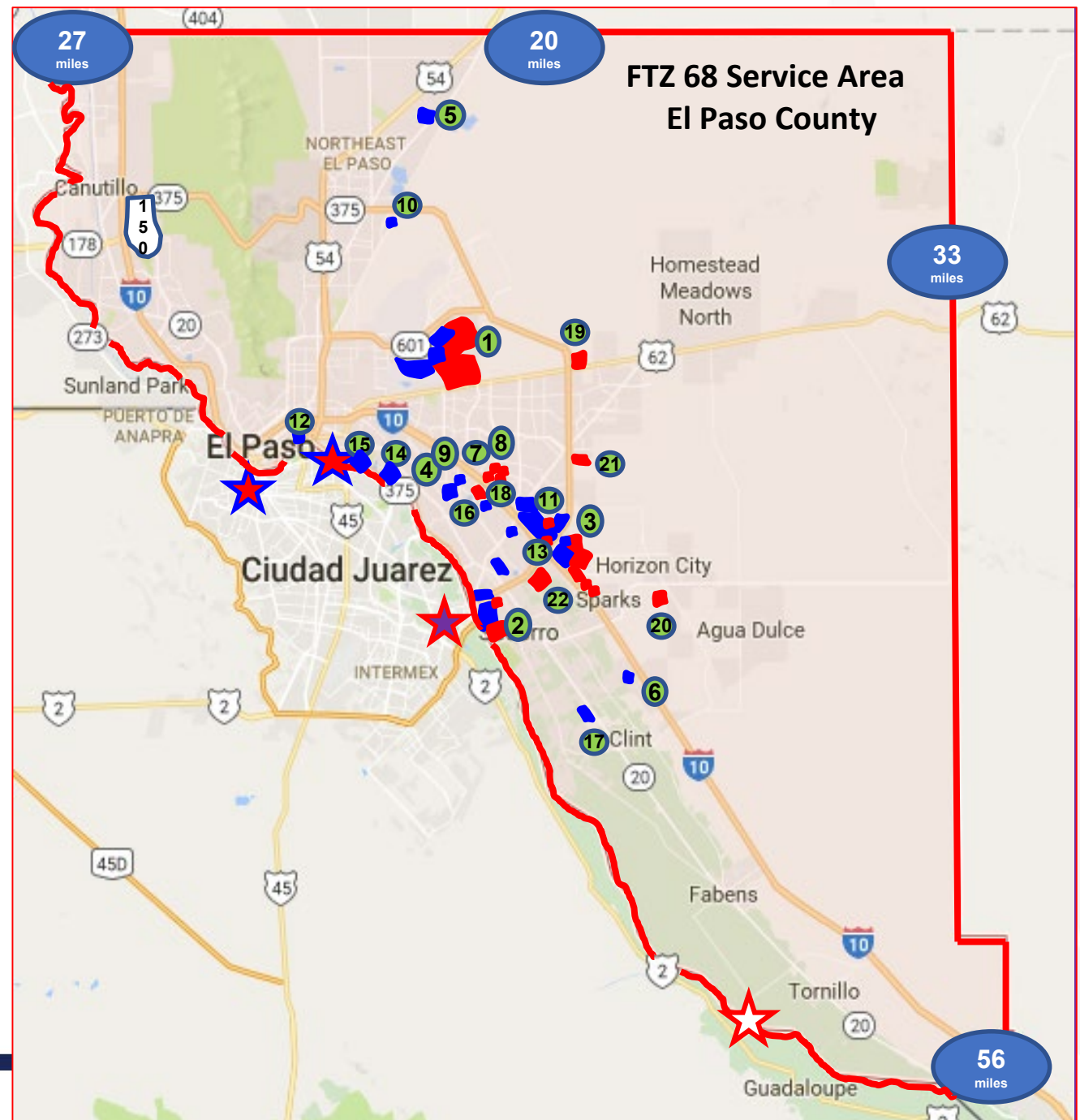
El Paso
Ports of Entry



Ysleta
Port of Entry



Tornillo
Port of Entry

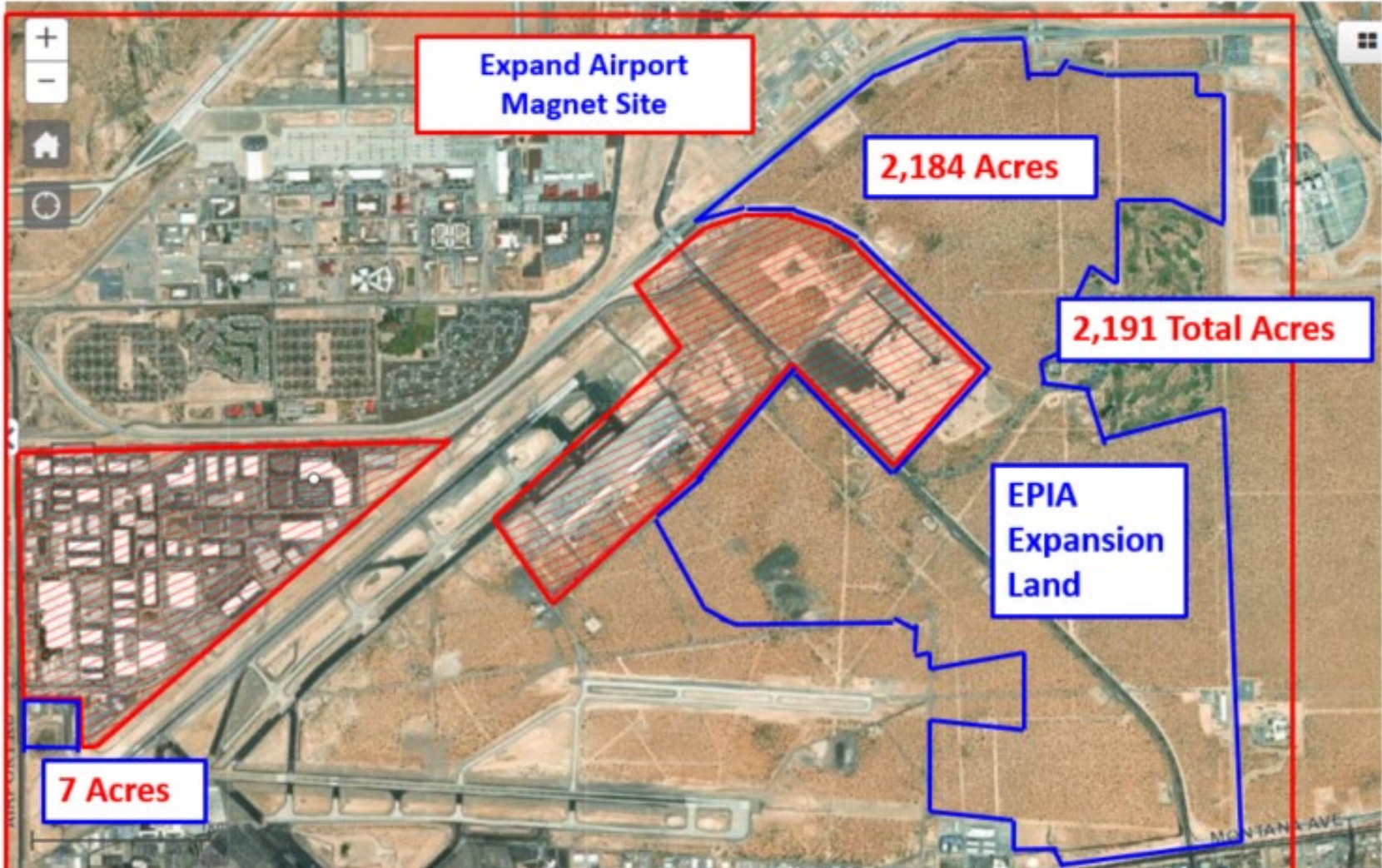


FTZ 68 Boundaries

FTZ 68 Expansion 6 – 2023

Site 1

Current – Red Lined
Expansion – Blue Lined



FTZ 68 Boundaries

FTZ 68 Expansion 6 – 2023

Site 2

Current – Red Lined
Expansion – Blue Lined

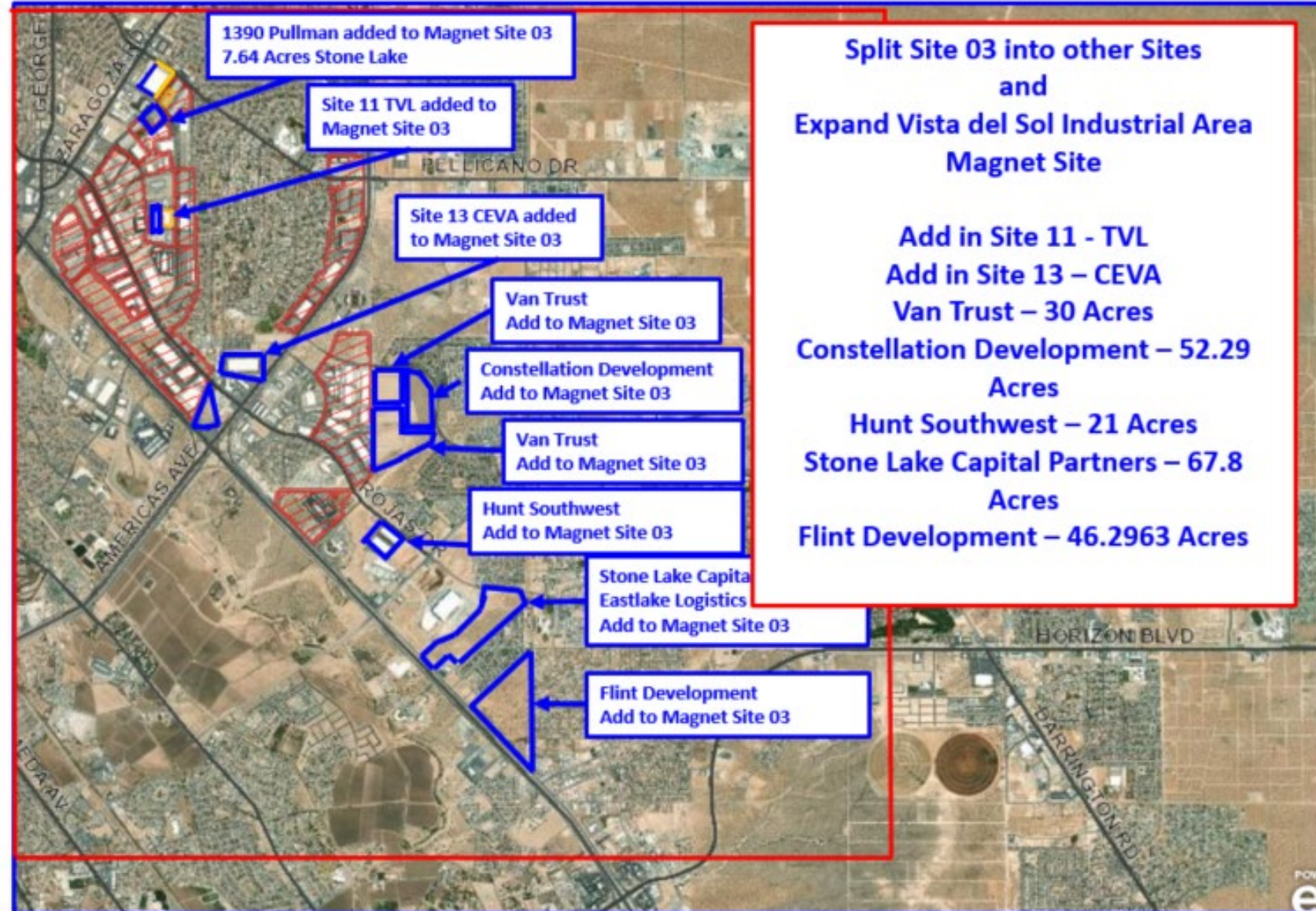


FTZ 68 Boundaries

Vista Del Sol Industrial Area

Site 3

Current – Red Lined
Expansion – Blue Lined

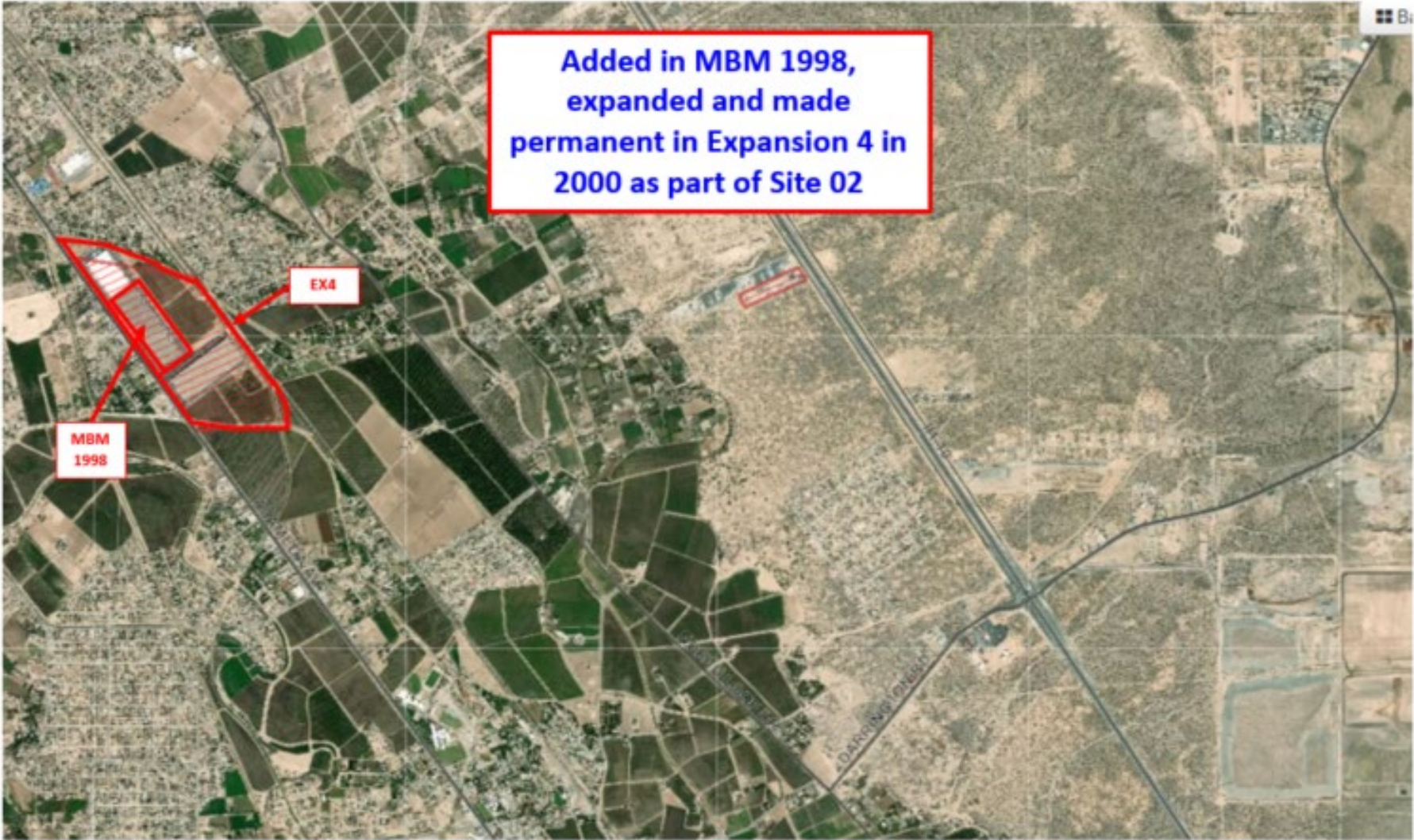


FTZ 68 Boundaries

Socorro Industrial Park

Magnet Site 17

Current – Red Lined

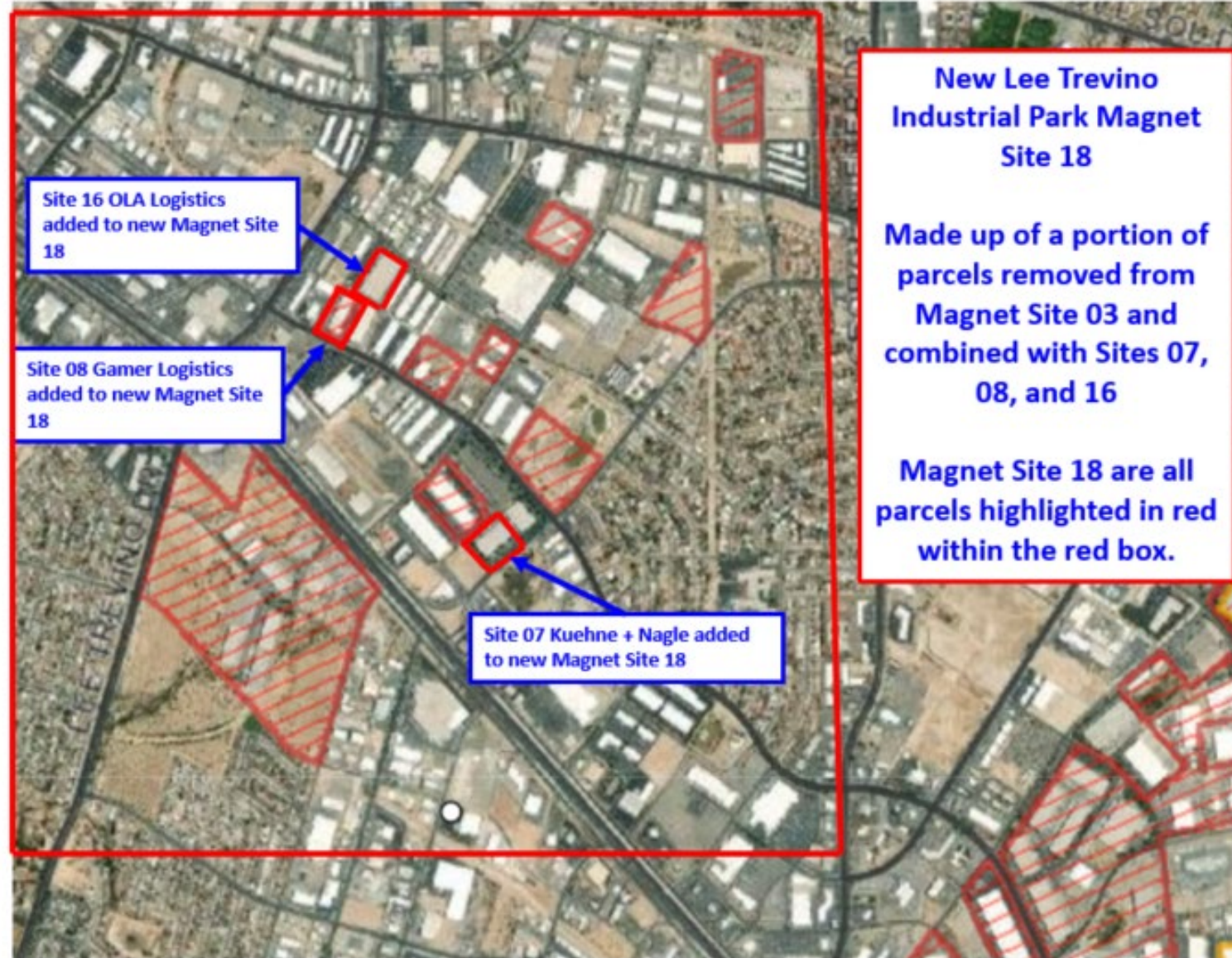


FTZ 68 Boundaries

Lee Trevino Industrial Area

Site 18

Current – Red Lined

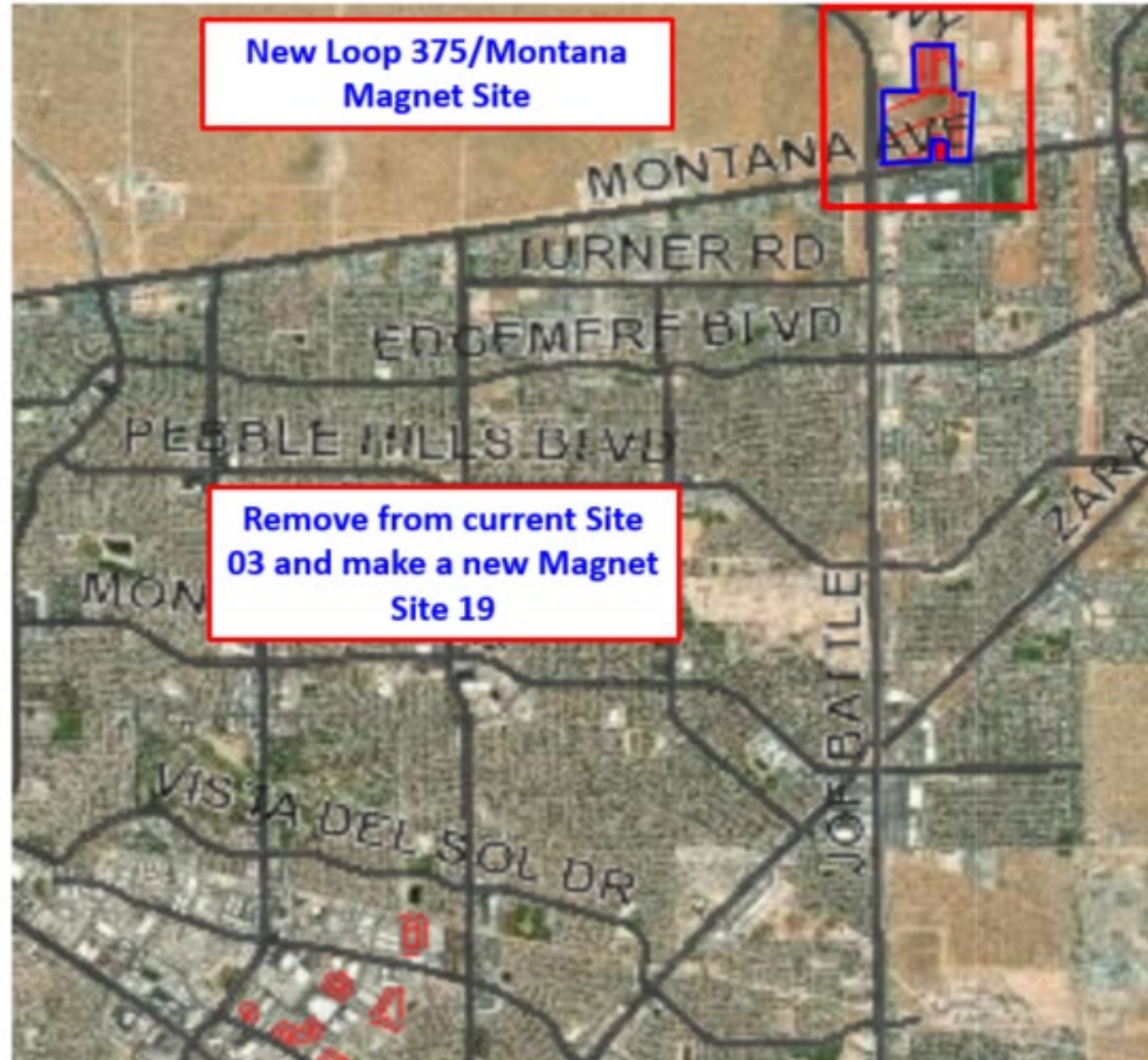


FTZ 68 Boundaries

FTZ 68 Expansion - 2023

Site 19

Current – Blue Lined

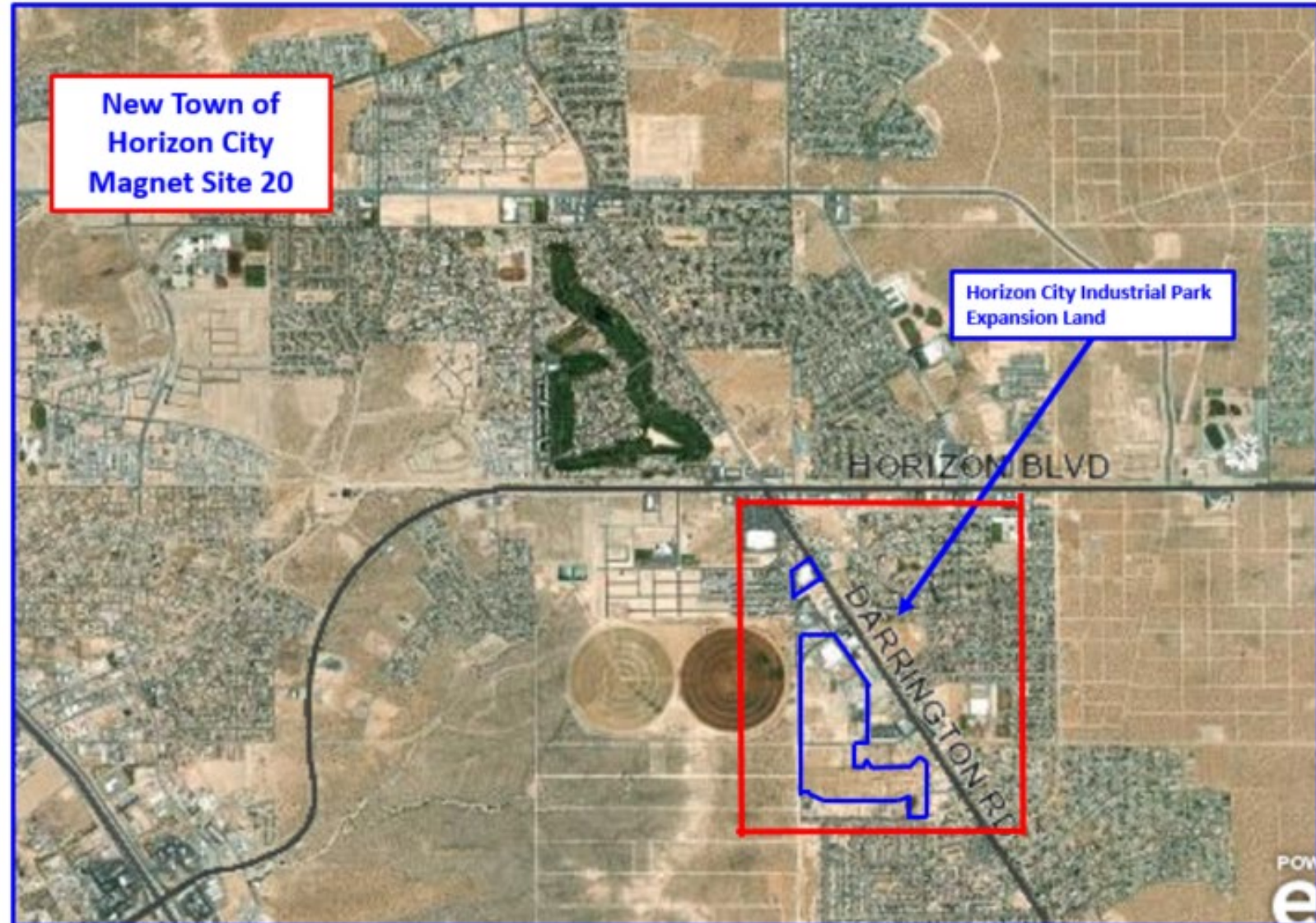


FTZ 68 Boundaries

FTZ 68 Expansion – 2023
Horizon City Industrial Park

Site 20

Expansion – Blue Lined

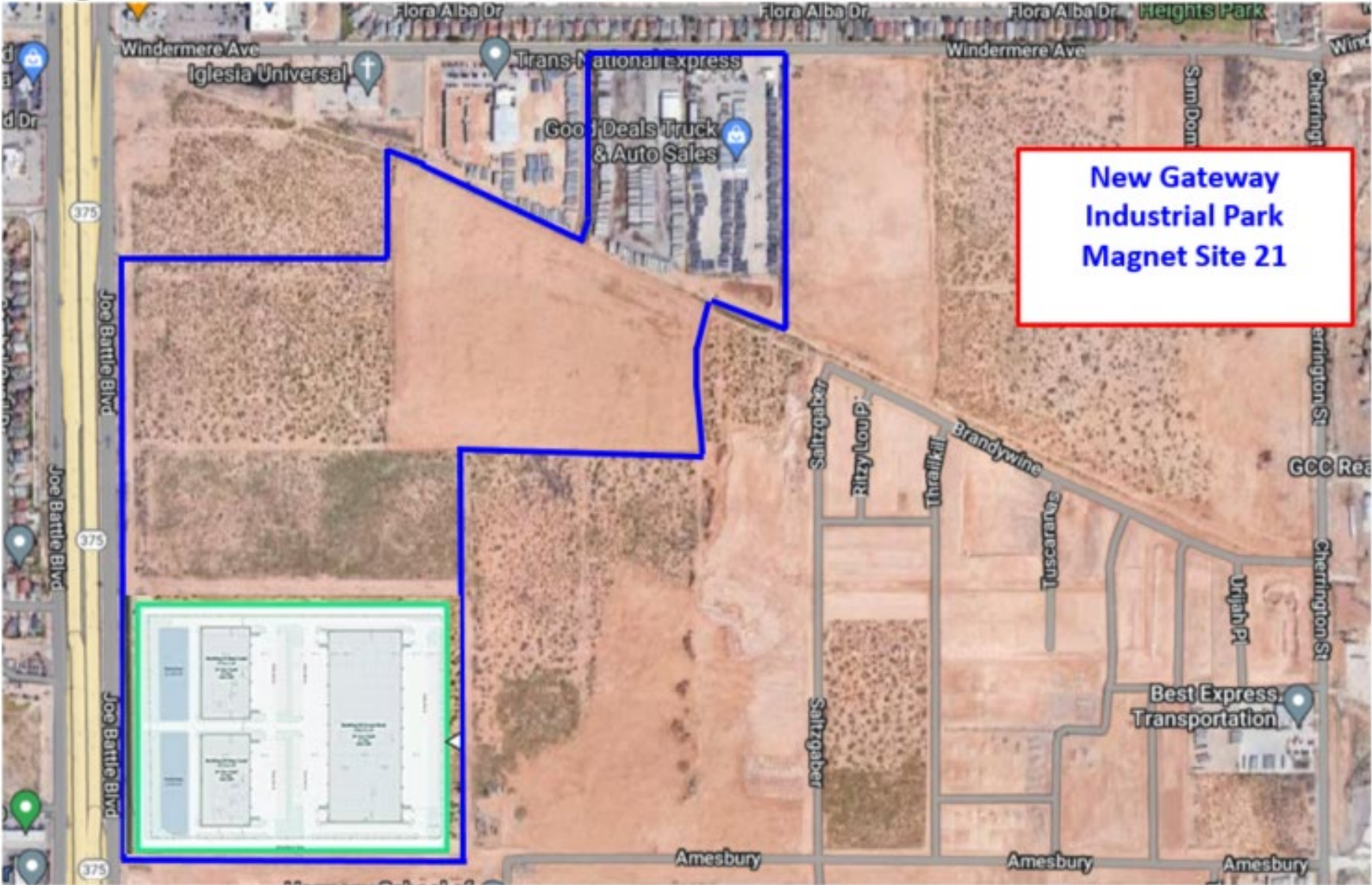


FTZ 68 Boundaries

FTZ 68 New Gateway Industrial Park
Magnet Site

Site 21

Expansion – Blue Lined

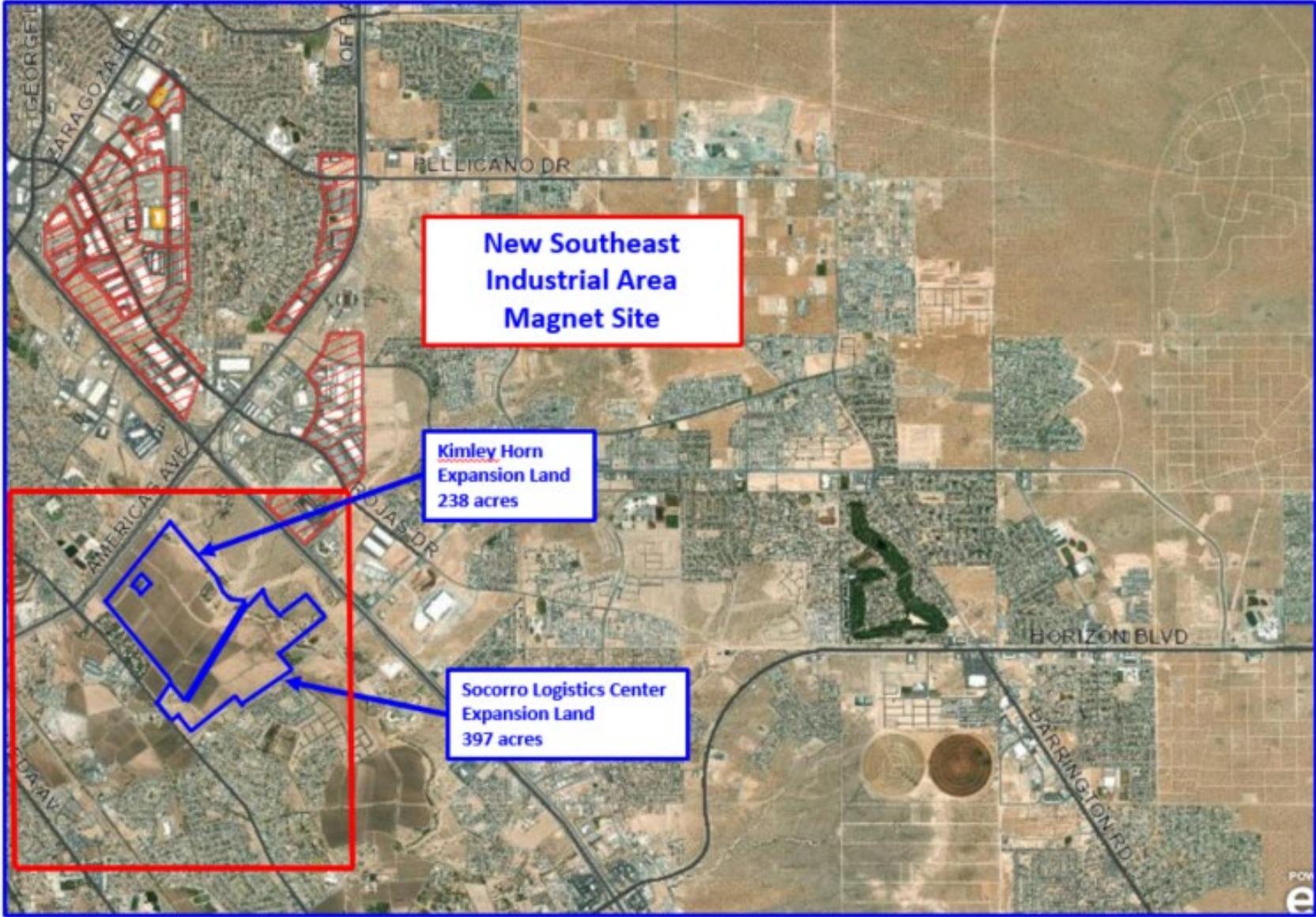


FTZ 68 Boundaries

FTZ 68 Expansion - 2023

Site 22

Expansion – Blue Lined



FTZ Expansion Process

- ✓ • Land Owner Support
- ✓ • Potential Company Prospects Support
- ✓ • US CBP Support
- ✓ • Prepare Expansion Application
 - El Paso City Council Approval
 - Taxing Entities Support
 - County
 - EPCC
 - School Districts
 - Submit Expansion Application
 - Department of Commerce Approval

Recommended Action:

Approve to Expand FTZ Boundaries

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, **R**espect, **E**xcellence,
Accountability, **P**eople

MISIÓN



Brindar servicios excepcionales para respaldar una vida y un lugar de alta calidad para nuestra comunidad

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 #: 23-1014, Version: 2

CITY OF EL PASO, TEXAS
LEGISTAR AGENDA ITEM SUMMARY FORM

DISTRICT, DEPARTMENT, CONTACT INFORMATION:

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

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

All Districts

Police, Assistant Chief Victor Zarur, (915) 212-4307

Municipal Courts, Lilia Worrell, (915) 212-5822

AGENDA LANGUAGE:

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

An Ordinance amending Title 12 (Vehicles and Traffic), Chapter 12.85 (Parking Violations Bureau), to amend Section 12.85.010 (Parking Violations Bureau Established), Section 12.85.020 (Hearing Officers), Section 12.85.030 (Parking Citations); to update language to current usage; to allow substitute Associate Municipal Judges to serve as Hearing Officers; and to allow Commissioned Officers hired by Independent School Districts within the City limit to issue Parking Citations; The penalty being provided in Chapter 12.84.010 of the El Paso City Code.

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

AGENDA DATE: August 1, 2023

PUBLIC HEARING DATE: August 15, 2023

CONTACT PERSON(S) NAME AND PHONE NUMBER: Assistant Chief Victor Zarur, (915) 212-4307, and

Lilia Worrell (915) 212-5822

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:

An Ordinance amending TITLE 12 (Vehicles and Traffic), Chapter 12.85 (Parking Violations Bureau), to amend Section 12.85.010 (Parking Violations Bureau Established), Section 12.85.020 (Hearing Officers), Section 12.85.030 (Parking Citations); to update language to current usage; to allow substitute Associate Municipal Judges to serve as Hearing Officers; and to allow Commissioned Officers hired by Independent School Districts within the City limit to issue Parking Citations; The penalty being provided in Chapter 12.84.010 of the El Paso City Code.

BACKGROUND / DISCUSSION:

This ordinance amendment is to update current language and also allow substitute Associate Municipal Judges to serve as Hearing Officers under Title 12 – Vehicle and Traffic. In addition, updates will allow commissioned officers working for independent school district(s) to issue parking citations within the El Paso City limits. With passage of aforementioned a planned Inter-Local agreement with Socorro Independent School District will be introduced allowing Municipal Court to provide the citations and process them, fines will be kept by the City.

PRIOR COUNCIL ACTION:

April 14, 1992; March 22, 1994; April 8, 2008

AMOUNT AND SOURCE OF FUNDING:

N/A

HAVE ALL AFFECTED DEPARTMENTS BEEN NOTIFIED? X YES NO

PRIMARY DEPARTMENT: Municipal Court

SECONDARY DEPARTMENT: Police Department

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

DEPARTMENT HEAD:

 A/C V. Zarur	 Lilia Worrell
For Peter Pacillas, Interim Chief, Police Department	Lilia Worrell, Municipal Court

ORDINANCE NO. _____

AN ORDINANCE AMENDING TITLE 12 (VEHICLES AND TRAFFIC), CHAPTER 12.85 (PARKING VIOLATIONS BUREAU), TO AMEND SECTION 12.85.010 (PARKING VIOLATIONS BUREAU ESTABLISHED), SECTION 12.85.020 (HEARING OFFICERS), SECTION 12.85.030 (PARKING CITATIONS); TO UPDATE LANGUAGE TO CURRENT USAGE; TO ALLOW SUBSTITUTE ASSOCIATE MUNICIPAL JUDGES TO SERVE AS HEARING OFFICERS; AND TO ALLOW COMMISSIONED OFFICERS HIRED BY INDEPENDENT SCHOOL DISTRICTS WITHIN THE CITY LIMIT TO ISSUE PARKING CITATIONS; THE PENALTY BEING PROVIDED IN CHAPTER 12.84.010 OF THE EL PASO CITY CODE.

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

SECTION 1. That Title 12 (Vehicles and Traffic), Chapter 12.85.010 (Parking Violations Bureau Established), is hereby amended as the following:

12.85.010 Parking violations division established.

There is created a parking violations division within the El Paso Municipal Courts of Record, hereinafter referred to as the municipal courts, which shall have original jurisdiction over cases involving violations of city ordinances and regulations and restrictions established pursuant thereto relating to the stopping, standing or parking of vehicles as contained in Titles 12 and 14 of this Code. The administrative adjudication of violations under this chapter is civil in nature.

(Ord. 11051 (part), 1992; Ord. 10971 § 1 (part), 1992)
(Ord. No. 17690, § 27, 12-6-2011)

SECTION 2. That Title 12 (Vehicles and Traffic), Chapter 12.85.020 (Hearing Officers), is hereby amended to add and to amend as follows:

12.85.020 Hearing officers.

- A. The parking violations division shall have one or more hearing officers who are employed in the position of municipal court hearing officer or are otherwise assigned the duties and responsibilities of such position. A substitute associate municipal judge may substitute as a hearing officer when needed.
- B. Hearing officers shall have the authority to administer oaths and to issue orders compelling the attendance of witnesses and the production of documents.
- C. An order compelling the attendance of witnesses or the production of documents may be enforced by the municipal courts.

ORDINANCE NO. _____

HQ2023-868-Municipal Court | TRAN-497001 | KHK
City Code Chapter 12.85

(Ord. 16872 § 1, 2008; Ord. 11051 (part), 1992; Ord. 10971 § 1 (part), 1992)

SECTION 3. That Title 12 (Vehicles and Traffic), Chapter 12.85.030 (Parking Citations), is hereby amended read as follows:

12.85.030 Parking citations.

- A. The administrative adjudication process for parking, standing and stopping violations shall be initiated by the issuance of a parking citation which may be issued by a peace officer or other authorized parking enforcement agent.
- B. Authorized parking enforcement agents are designated as follows:
 1. The city employees designated by the city manager or the chief of police to include but not be limited to the city's parking and traffic controllers, parking enforcement controllers, and the employees assigned to the code enforcement division.
 2. Security guards employed under contract with the city to provide security at the El Paso Zoo only for stopping, standing and parking violations that occur on:
 - a. The premises and perimeter of the El Paso Zoo, including parking lots within the boundary of East Paisano Street, Gateway North Boulevard and Franklin Canal, and the parking lot accessed from Dunne Street;
 - b. North side of East Paisano Street from Washington Street to Gateway North Boulevard; and
 - c. East side of Gateway North Boulevard from East Paisano Street to Franklin Canal.
 3. The head of security and his security supervisors of University Medical Center only for stopping, standing and parking violations that occur on the premises of University Medical Center.
 4. Disabled-parking enforcement volunteers as provided in Section 12.08.230 of this Code.
 5. The director of the convention and visitor's division (civic center) and his designees only for stopping, standing and parking violations that occur on the parking lots and facilities located at the Civic Center Plaza.
 6. The director of the mass transit department and his designees, to include but not be limited to security guards employed under contract with the city, only for stopping, standing and parking violations that occur on the parking lots and facilities operated by the mass transit department, and for violations of Sections 12.48.050 and 12.48.060 of this Code.
 7. The commissioned law enforcement personnel hired by independent school districts that have schools within the El Paso City limit, who agree to abide by the requirements of this chapter and any other relevant obligations through an Interlocal Agreement. Citations must be issued within the City limit.

ORDINANCE NO. _____

HQ2023-868-Municipal Court | TRAN-497001| KHK
City Code Chapter 12.85

- C. The citation shall provide that the person charged with a parking, standing or stopping offense shall have the right to an instant hearing for the purpose of determining the issue of liability for the charged offense. Such right to a hearing shall be exercised by appearing in person before a hearing officer within fourteen days from the date of the citation on a day of the week established by the municipal court for the routine operation of the courts. During such times that Monday through Thursday are established as the court's operation days and the court is open, hearings will be held between the hours of 7:30 a.m. to 12:45 p.m. and 2:00 p.m. to 5:45 p.m. During such times that Monday through Friday are established as the court's operation days and the court is open, hearings will be held between the hours of 8:30 a.m. to 12:45 p.m. and 2:00 p.m. to 5:15 p.m. The municipal clerk shall post the schedule of days of operation at the court and on the city's website.
- D. The original or any copy of the citation is a record kept in the ordinary course of business in the city and is rebuttable proof of the facts it contains.

SECTION 4. Except as herein amended, Title 12 of the El Paso City Code shall remain in full force and effect.

ADOPTED this _____ day of _____, 2023.

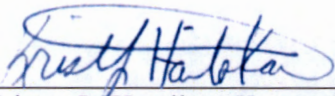
THE CITY OF EL PASO

Oscar Leeser, Mayor

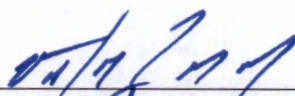
ATTEST:

Laura D. Prine
City Clerk

APPROVED AS TO FORM:


Kristen L. Hamilton-Karam
Deputy City Attorney

APPROVED AS TO CONTENT:


Victor Zarur, Assistant Chief
El Paso Police Department

ORDINANCE NO. _____
HQ2023-868-Municipal Court | TRAN-497001 | KHK
City Code Chapter 12.85

ORDINANCE NO. _____

AN ORDINANCE AMENDING TITLE 12 (VEHICLES AND TRAFFIC), CHAPTER 12.85 (PARKING VIOLATIONS BUREAU), TO AMEND SECTION 12.85.010 (PARKING VIOLATIONS BUREAU ESTABLISHED), SECTION 12.85.020 (HEARING OFFICERS), SECTION 12.85.030 (PARKING CITATIONS); TO UPDATE LANGUAGE TO CURRENT USAGE; TO ALLOW SUBSTITUTE ASSOCIATE MUNICIPAL JUDGES TO SERVE AS HEARING OFFICERS; AND TO ALLOW COMMISSIONED OFFICERS HIRED BY INDEPENDENT SCHOOL DISTRICTS WITHIN THE CITY LIMIT TO ISSUE PARKING CITATIONS; THE PENALTY BEING PROVIDED IN CHAPTER 12.84.010 OF THE EL PASO CITY CODE.

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

SECTION 1. That Title 12 (Vehicles and Traffic), Chapter 12.85.010 (Parking Violations Bureau Established), is hereby amended as the following:

12.85.010 Parking violations ~~bureau~~ division established.

There is created a parking violations ~~bureau~~ division within the El Paso Municipal Courts of Record, hereinafter referred to as the municipal courts, which shall have original jurisdiction over cases involving violations of city ordinances and regulations and restrictions established pursuant thereto relating to the stopping, standing or parking of vehicles as contained in Titles 12 and 14 of this Code. The administrative adjudication of violations under this chapter is civil in nature.

(Ord. 11051 (part), 1992; Ord. 10971 § 1 (part), 1992)
(Ord. No. 17690, § 27, 12-6-2011)

SECTION 2. That Title 12 (Vehicles and Traffic), Chapter 12.85.020 (Hearing Officers), is hereby amended to add and to amend as follows:

12.85.020 Hearing officers.

- A. The parking violations ~~bureau~~ division shall have one or more hearing officers who are employed in the position of ~~municipal court hearing officer~~ or are otherwise assigned the duties and responsibilities of such position. ~~A substitute associate municipal judge may substitute as a hearing officer when needed.~~
- B. Hearing officers shall have the authority to administer oaths and to issue orders compelling the attendance of witnesses and the production of documents.
- C. An order compelling the attendance of witnesses or the production of documents may be enforced by the municipal courts.

ORDINANCE NO. _____

(Ord. 16872 § 1, 2008; Ord. 11051 (part), 1992; Ord. 10971 § 1 (part), 1992)

SECTION 3. That Title 12 (Vehicles and Traffic), Chapter 12.85.030 (Parking Citations), is hereby amended read as follows:

12.85.030 Parking citations.

- A. The administrative adjudication process for parking, standing and stopping violations shall be initiated by the issuance of a parking citation which may be issued by a peace officer or other authorized parking enforcement agent.
- B. Authorized parking enforcement agents are designated as follows:
 - 1. The city employees designated by the city manager or the chief of police to include but not be limited to the city's parking and traffic controllers, parking enforcement controllers, and the employees assigned to the code enforcement division.
 - 2. Security guards employed under contract with the city to provide security at the El Paso Zoo only for stopping, standing and parking violations that occur on:
 - a. The premises and perimeter of the El Paso Zoo, including parking lots within the boundary of East Paisano Street, Gateway North Boulevard and Franklin Canal, and the parking lot accessed from Dunne Street;
 - b. North side of East Paisano Street from Washington Street to Gateway North Boulevard; and
 - c. East side of Gateway North Boulevard from East Paisano Street to Franklin Canal.
 - 3. The head of security and his security supervisors of University Medical Center only for stopping, standing and parking violations that occur on the premises of University Medical Center.
 - 4. Disabled-parking enforcement volunteers as provided in Section 12.08.230 of this Code.
 - 5. The director of the convention and visitor's ~~bureau~~ **division** (civic center) and his designees only for stopping, standing and parking violations that occur on the parking lots and facilities located at the Civic Center Plaza.
 - 6. The director of the mass transit department and his designees, to include but not be limited to security guards employed under contract with the city, only for stopping, standing and parking violations that occur on the parking lots and facilities operated by the mass transit department, and for violations of Sections 12.48.050 and 12.48.060 of *this Code*.
 - 7. **The commissioned law enforcement personnel hired by independent school districts that have schools within the El Paso City limit, who agree to abide by the requirements of this chapter and any other relevant obligations through an Interlocal Agreement. Citations must be issued within the City limit.**

ORDINANCE NO. _____

HQ2023-868-Municipal Court | TRAN-496239 | KHK
City Code Chapter 12.85

- C. The citation shall provide that the person charged with a parking, standing or stopping offense shall have the right to an instant hearing for the purpose of determining the issue of liability for the charged offense. Such right to a hearing shall be exercised by appearing in person before a hearing officer within fourteen days from the date of the citation on a day of the week established by the municipal court for the routine operation of the courts. During such times that Monday through Thursday are established as the court's operation days and the court is open, hearings will be held between the hours of 7:30 a.m. to 12:45 p.m. and 2:00 p.m. to 5:45 p.m. During such times that Monday through Friday are established as the court's operation days and the court is open, hearings will be held between the hours of 8:30 a.m. to 12:45 p.m. and 2:00 p.m. to 5:15 p.m. The municipal clerk shall post the schedule of days of operation at the court and on the city's website.
- D. The original or any copy of the citation is a record kept in the ordinary course of business in the city and is rebuttable proof of the facts it contains.

SECTION 4. Except as herein amended, Title 12 of the El Paso City Code shall remain in full force and effect.

ADOPTED this _____ day of _____, 2023.

THE CITY OF EL PASO

Oscar Leaser, Mayor

ATTEST:

Laura D. Prine
City Clerk

APPROVED AS TO FORM:

APPROVED AS TO CONTENT:

Kristen L. Hamilton-Karam
Deputy City Attorney

Victor Zarur, Assistant Chief
El Paso Police Department

ORDINANCE NO. _____
HQ2023-868-Municipal Court | TRAN-496239 | KHK
City Code Chapter 12.85



Legislation Text

File #: 23-1021, 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

Police, Interim Assistant Chief Julie Inciriaga, (915) 212-4308

AGENDA LANGUAGE:

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

An Ordinance amending Title 10 (Public Peace, Morals and Welfare), Chapter 10.20 (Offenses by or against minors) of the El Paso City Code to remove curfew ordinance provisions located in sections 10.20.010 through 10.20.054.

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

DEPARTMENT: Police Department

AGENDA DATE: August 1, 2023

PUBLIC HEARING DATE: August 15, 2023

CONTACT PERSON(S) NAME AND PHONE NUMBER:
Interim Assistant Chief Julie Inciriaga, (915) 212-4308

DISTRICT(S) AFFECTED: All

STRATEGIC GOAL: 2 – Set the Standard for a Safe and Secure City

SUBGOAL: 2.1 – Maintain designation as one of the Nation's top safest cities

SUBJECT:

H.B. 1819 of the 88th Texas Legislative session which prohibits a political subdivision from adopting or enforcing an ordinance that imposes a curfew to regulate the movements or actions of persons younger than 18 years of age, except for purposes of emergency management. The City of El Paso wishes to amend Title 10, Chapter 10.20 to delete the City's Juvenile Curfew Ordinance, located in sections 10.20.010 through 10.20.054.

BACKGROUND / DISCUSSION:

On or about August 1991, City Council adopted a "Curfew Ordinance." The Local Government Code 370.002 mandates that, every third year, City Council review the ordinance's effects on the community and on the problems the ordinance was intended to remedy; conducts public hearing on the need to continue the ordinance; and abolishes, continues, or modifies the ordinance. On August 22, 2017 City Council reviewed and accepted the continuance of the ordinance. On August 18, 2020, City Council reviewed and accepted the continuance of the ordinance.

PRIOR COUNCIL ACTION:

August 18, 2020


AMOUNT AND SOURCE OF FUNDING:

N/A

HAVE ALL AFFECTED DEPARTMENTS BEEN NOTIFIED? ☒ YES ☐ NO

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

DEPARTMENT HEAD:


Peter Pacillas #1515
For Peter Pacillas, Interim Chief, Police Department

ORDINANCE NO. _____

AN ORDINANCE AMENDING TITLE 10 (PUBLIC PEACE, MORALS AND WELFARE), CHAPTER 10.20 (OFFENSES BY OR AGAINST MINORS) OF THE EL PASO CITY CODE TO REMOVE CURFEW ORDINANCE PROVISIONS LOCATED IN SECTIONS 10.20.010 THROUGH 10.20.054.

WHEREAS, the City Council originally adopted a juvenile curfew ordinance on or about August 31, 1991 (“Curfew Ordinance”); and

WHEREAS, the City Council most recently updated the Curfew Ordinance on August 18, 2020; and

WHEREAS, the Curfew Ordinance presently enforced is found in Title 10, Sections 10.20.010 through 10.20.054 of the El Paso City Code; and

WHEREAS, H.B. 1819 of the 88th Texas Legislative session prohibits a political subdivision from adopting or enforcing an ordinance that imposes a curfew to regulate the movements or actions of persons younger than 18 years of age, except for purposes of emergency management; and

WHEREAS, the City of El Paso wishes to amend Title 10, Chapter 10.20 to match and reflect changes to various state statutes, including the Texas Family Code and Local Government Code, made by H.B. 1819 of the 88th Texas Legislative session, to go into effect on September 1, 2023.

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

SECTION 1. That Title 10 (Public Peace, Morals and Welfare), Chapter 10.20 (Offenses by or Against Minors), Section 10.20.010 is hereby amended in its entirety as follows:

10.20.010 Reserved.

SECTION 2. That Title 10 (Public Peace, Morals and Welfare), Chapter 10.20 (Offenses by or Against Minors), Section 10.20.020 is hereby amended in its entirety as follows:

10.20.020 Reserved.

SECTION 3. That Title 10 (Public Peace, Morals and Welfare), Chapter 10.20 (Offenses by or Against Minors), Section 10.20.030 is hereby amended in its entirety as follows:

10.20.030 Reserved.

SECTION 4. That Title 10 (Public Peace, Morals and Welfare), Chapter 10.20 (Offenses by or Against Minors), Section 10.20.040 is hereby amended in its entirety as follows:

10.20.040 Reserved.

SECTION 5. That Title 10 (Public Peace, Morals and Welfare), Chapter 10.20 (Offenses by or Against Minors), Section 10.20.050 is hereby amended in its entirety as follows:

10.20.050 Reserved.

SECTION 6. That Title 10 (Public Peace, Morals and Welfare), Chapter 10.20 (Offenses by or Against Minors), Section 10.20.052 is hereby amended in its entirety as follows:

10.20.052 Reserved.

SECTION 7. That Title 10 (Public Peace, Morals and Welfare), Chapter 10.20 (Offenses by or Against Minors), Section 10.20.054 is hereby amended in its entirety as follows:

10.20.054 Reserved.

SECTION 8. Except as herein amended, Title 10 of the El Paso City Code shall remain in full force and effect.

SECTION 9. Title 10 Chapter 20 amendments shall take effect on August 15, 2023.

(Signatures begin on following page)

ADOPTED this ____ day of _____, 2023.

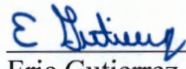
CITY OF EL PASO:

Oscar Leeser
Mayor

ATTEST:

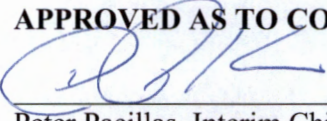
Laura D. Prine
City Clerk

APPROVED AS TO FORM:



Eric Gutierrez
Assistant City Attorney

APPROVED AS TO CONTENT:



Peter Pacillas, Interim Chief
El Paso Police Department

ORDINANCE NO. _____

AN ORDINANCE AMENDING TITLE 10 (PUBLIC PEACE, MORALS AND WELFARE), CHAPTER 10.20 (OFFENSES BY OR AGAINST MINORS) OF THE EL PASO CITY CODE TO REMOVE CURFEW ORDINANCE PROVISIONS LOCATED IN SECTIONS 10.20.010 THROUGH 10.20.054.

WHEREAS, the City Council originally adopted a juvenile curfew ordinance on or about August 31, 1991 ("Curfew Ordinance"); and

WHEREAS, the City Council most recently updated the Curfew Ordinance on August 18, 2020; and

WHEREAS, the Curfew Ordinance presently enforced is found in Title 10, Sections 10.20.010 through 10.20.054 of the El Paso City Code; and

WHEREAS, H.B. 1819 of the 88th Texas Legislative session prohibits a political subdivision from adopting or enforcing an ordinance that imposes a curfew to regulate the movements or actions of persons younger than 18 years of age, except for purposes of emergency management; and

WHEREAS, the City of El Paso wishes to amend Title 10, Chapter 10.20 to match and reflect changes to various state statutes, including the Texas Family Code and Local Government Code, made by H.B. 1819 of the 88th-Texas Legislative session, to go into effect on September 1, 2023.

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

SECTION 1. That Title 10 (Public Peace, Morals and Welfare), Chapter 10.20 (Offenses by or Against Minors), Section 10.20.010 is hereby amended in its entirety as follows:

~~10.20.010~~ **Reserved.**

~~10.20.010 Curfew Definitions.~~ **RESERVED**

~~In this chapter:~~

~~"Chief of police" means the chief of police of the city or a designated representative.~~

~~"Curfew hours" means the period beginning at eleven p.m. and ending at six a.m. of the following day. The time shall be determined by the prevailing standard of time, whether Mountain Standard Time or Mountain Daylight Savings Time, generally observed at that hour by the public in El Paso. The time then observed in the El Paso Police Department's communications divisions shall be prima facie evidence of the true and correct time.~~

~~"Direct route" means the shortest path of travel through a public place to reach a final destination without any detour or stop along the way.~~

HQ#:23-1005-Police Dept. | TRAN469157 | Amendment to Chapter 10.20 (Offenses by or Against Minors) (red-line) | EG

"Emergency" means, but is not limited to, a fire, a natural disaster, an automobile accident, or any situation requiring immediate action to prevent serious bodily injury or loss of life.

"Establishment" means any privately owned place of business operated for a profit to which the public is invited, including but not limited to any place of amusement or entertainment.

"Minor" means a person who is under the age of seventeen years of age.

"Parent" means a person who is:

1. A natural or adoptive parent or step-parent of the minor;
2. A court-appointed guardian of the minor or the public or private agency with whom the minor has been placed by a court; or
3. A custodian, at least eighteen years of age, and with whom the minor resides.

"Public place" means any street, alley, highway, sidewalk, driveway, yard, playground, park, plaza, building or other place used by or open to the public. The term "street" includes the legal right-of-way, including but not limited to the traffic lanes, curb, sidewalk, whether paved or unpaved, parkway and any grass plots or other grounds found within the legal right-of-way of a street.

"Remain" means to:

1. Linger, stop, or stay for any length of time, or to travel or move upon a street; or
2. Fail to leave premises when requested to do so by a police officer or the owner, operator or other person in control of the premises.

SECTION 2. That Title 10 (Public Peace, Morals and Welfare), Chapter 10.20 (Offenses by or Against Minors), Section 10.20.020 is hereby amended in its entirety as follows:

10.20.020 Curfew—Offenses. ~~_____~~ ~~Reserved.~~ **ESERVED**

A. ~~A minor commits an offense if he remains in any public place or on the premises of any establishment within the city limits during curfew hours.~~

B. ~~A parent of a minor commits an offense if he knowingly permits, or by insufficient control allows, the minor to remain in any public place within the city limits during curfew hours.~~

C. ~~A parent of a minor commits an offense if he knowingly fails to respond within two hours of receipt of any notification by a law enforcement officer to take custody of a minor taken into custody for violation of this section, unless reasonably hindered from doing so.~~

SECTION 3. That Title 10 (Public Peace, Morals and Welfare), Chapter 10.20 (Offenses by or Against Minors), Section 10.20.030 is hereby amended in its entirety as follows:

10.20.030 Curfew—Affirmative defenses: ~~Reserved. **ESERVED**~~

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A. ~~It is a defense to prosecution under Section 10.20.020 that the minor was:~~

1. ~~Accompanied by the minor's parent;~~

2. ~~On an errand at the direction of the minor's parent, was using a direct route, and was carrying a written communication signed by the parent stating a brief description of the errand and that the named minor has consent to perform such errand;~~

3. ~~In a motor vehicle engaged in interstate travel, beginning, ending or passing through El Paso;~~

4. ~~Engaged in an employment activity, including but not limited to newspaper delivery, and was using a direct route;~~

5. ~~Involved in an emergency;~~

6. ~~On the driveway or yard of the minor's residence or on the sidewalk abutting the minor's residence;~~

7. ~~On the sidewalk abutting the residence of a next-door neighbor if the neighbor did not complain to the police officer about the minor's presence;~~

8. ~~Attending an official school, civic or religious activity or returning home by a direct route from an official school, civic or religious activity;~~

9. ~~Attending or traveling directly to or from an activity involving the exercise of First Amendment rights protected by the United States Constitution, including the free exercise of religion, freedom of speech, and the right of assembly;~~

10. ~~Married or had been married or had disabilities of minority removed in accordance with Chapter 31 of the Texas Family Code; or~~

11. ~~Accompanied by a person at least twenty-one years of age, and the minor was carrying a written communication signed by the parent stating the name of the person who is at least twenty-one years of age and accompanying the minor and that the named minor has consent to be in the company of that named person.~~

B. ~~Each of the foregoing defenses, and their several limitations, are severable, as hereinafter provided but reemphasized here.~~

10.20.040 Curfew—Enforcement.

SECTION 4. That Title 10 (Public Peace, Morals and Welfare), Chapter 10.20 (Offenses by or Against Minors), Section 10.20.040 is hereby amended in its entirety as follows:

10.20.040 ~~Reserved. **ESERVED**~~

~~A. A police officer, upon finding a minor in violation of Section 10.20.020 shall take the necessary steps to determine whether the minor is remaining in a public place in the city limits in violation of Section 10.20.020 and whether any defenses under Section 10.20.030 may apply to the actions or activities of the minor. If the officer has probable cause to believe that the minor is in violation of Section 10.20.020, the officer may take appropriate~~

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enforcement action against the minor in accordance with the applicable provisions of the Juvenile Justice Code, the Texas Penal Code, and this chapter.

~~B. If a minor is taken into custody under this section, the officer shall, without unnecessary delay:~~

- ~~1. Release the minor to the minor's parent, guardian or custodian;~~
- ~~2. Take the minor before a municipal court to answer the charge; or~~
- ~~3. Take the minor to a place designated by the chief of police as a juvenile curfew processing office.~~

~~C. When a minor is issued a citation or taken into custody for a violation of Section 10.20.020, the police department may, by certified mail return receipt requested, notify a parent of the minor that the minor has violated Section 10.20.020 and include a warning that any subsequent violation may result in prosecution of the minor and the parent under this section.~~

SECTION 5. That Title 10 (Public Peace, Morals and Welfare), Chapter 10.20 (Offenses by or Against Minors), Section 10.20.050 is hereby amended in its entirety as follows:

~~10.20.050 Curfew Violation Penalty:~~ **10.20.050 Reserved.**

SECTION 6. That Title 10 (Public Peace, Morals and Welfare), Chapter 10.20 (Offenses by or Against Minors), Section 10.20.052 is hereby amended in its entirety as follows:

10.20.052 **RESERVED.**

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~~A. Any minor who violates Section 10.20.020 of this code shall be guilty of a misdemeanor and shall be punished by a fine as provided in Sections 1.08.010 through 1.08.030 and may be subject to appropriate action by a juvenile court in accordance with applicable provisions of the Juvenile Justice Code, the Texas Penal Code, and this chapter.~~

~~B. A parent of a minor who violates any provision of Section 10.20.020 shall be guilty of a misdemeanor and shall be punished by a fine as provided in Sections 1.08.010 through 1.08.030 of this code.~~

~~10.20.052 Curfew Construction:~~ **Reserved.**

SECTION 7. That Title 10 (Public Peace, Morals and Welfare), Chapter 10.20 (Offenses by or Against Minors), Section 10.20.054 is hereby amended in its entirety as follows:

RESERVED

~~A. Severability is intended throughout and within the provisions of the curfew ordinance. If any provision, including inter alia any exception, defense, subsection, part, phrase, term or word, or the application thereof to any person or circumstance is held invalid or~~

HQ#:23-1005-Police Dept. | TRAN469157 | Amendment to Chapter 10.20 (Offenses by or Against Minors) (red-line) | EG

unconstitutional by valid judgment or decree of a court of competent jurisdiction, such holding shall not affect the validity of the remaining portions of the ordinance codified in this chapter, and such remaining portions shall remain in full force and effect.

B. — It is intended that the curfew ordinance be held inapplicable in any cases, if any, where its application would be unconstitutional. A constitutional construction is intended and shall be given. The city council does not intend to violate the Constitution of the state or the Constitution of the United States of America, and does not intend an interpretation of the ordinance or an application thereof which is absurd, impossible or unreasonable.

10.20.054 Curfew—Review of ordinance. 10.20.054 Reserved. ~~ESERVED~~

The city council finds that the review of this chapter done by the city immediately prior to and in conjunction with the passage of the readoption and amendments made herein satisfies the requirements set forth in Section 370.002, Texas Local Govt Code, for certain required reviews of curfew ordinances by home rule municipalities. The dates for the statutorily required ordinance review every third year thereafter shall be based upon this readoption.

SECTION 8. Except as herein amended, Title 10 of the El Paso City Code shall remain in full force and effect.

SECTION 9. These changes go into effect August 15, ~~2021~~.

Commented [GE1]: Check our expiration

(Signatures begin on following page)

ADOPTED this ____ day of _____, 2023.

CITY OF EL PASO:

Oscar Leeser
Mayor

ATTEST:

Laura D. Prine
City Clerk

APPROVED AS TO FORM:

Eric Gutierrez
Assistant City Attorney

APPROVED AS TO CONTENT:

Peter Pacillas, Interim Chief
El Paso Police Department

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Legislation Text

File #: 23-1000, 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

El Paso Water, Alex Vidales, (915) 594-5636

AGENDA LANGUAGE:

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

An Ordinance authorizing the City Manager to sign a deed and any other documents necessary to convey approximately 37.9194 acres of land situated in portions of sections 21, 28, and 29, Block 80, Township 1, Texas and Pacific Railroad Company Surveys, City of El Paso, El Paso County, Texas.



TO: Laura D. Prine, City Clerk
 FROM: Alex Vidales, Assistant Utility Land and Water Rights Manager
 THRU: Alma De Anda, Utility Land and Water Rights Manager
 DATE: July 13, 2023
 SUBJECT: Placement of Item on City Council Agenda MEMO

City Council authorizing the City Manager to sign a Deed conveying approximately 37.9194 acres of land being described as portions of Sections 21, 28, and 29, Block 80, Township 1, Texas and Pacific Railroad Company Surveys, City of El Paso, El Paso County, Texas

This is a request for City Council review and approval of the documents necessary to convey the above referenced property owned by the El Paso Water Utilities Public Service Board (EPWater), for and on behalf of the City of El Paso, a Texas municipal corporation, to the State of Texas, acting by and through the Texas Transportation Commission.

The purpose of the TxDOT purchase is for the construction of Phase I of the Borderland Expressway Highway, Spur 320, in the Northeast.

On April 18, 2023, EPWater received an initial offer of \$912,112 for the property.

On May 24, 2023, EPWater received a TxDOT administrative settlement approval of \$2,535,688.98 for the property.

On June 14, 2023, the EPWater Public Service Board declared the property inexpedient to its water, wastewater and drainage utility systems and accepted the TxDOT administrative settlement approval.

On July 12, 2023, Assistant City Attorney reviewed and approved the attached documents.

Feel free to reach me at avidales@epwater.org or 915.594.5636 for any questions.

Respectfully submitted.

Attachments:

Attachment A - DHS
 Attachment B - Ordinance
 Attachment C – Deed
 Attachment D – Initial Offer
 Attachment E- Administrative Settlement
 Attachment F – Title Commitment

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

DEPARTMENT: El Paso Water Utilities Public Service Board (EPWater)

INTRODUCTION DATE: _____, 2023

PUBLIC HEARING DATE: _____, 2023

CONTACT PERSON/PHONE: Alex Vidales, EPWater Assistant Utility Land and Water Rights Manager, 594-5636

DISTRICT(S) AFFECTED: 4

SUBJECT: No. 7: Enhance and Sustain El Paso's Infrastructure Network

Authorizing the City Manager to sign a Deed and any other documents necessary to convey to the State of Texas, acting by and through the Texas Transportation Commission, approximately 37.9194 acres of land being described as portions of Sections 21, 28, and 29, Block 80, Township 1, Texas and Pacific Railroad Company Surveys, City of El Paso, El Paso County, Texas.

(District 4) EPWater, Alex Vidales, Assistant Utility Land and Water Rights Manager. (915) 594-5636.

BACKGROUND / DISCUSSION:

On April 18, 2023, EPWater received an initial offer of \$912,112.00, from the Texas Department of Transportation, to purchase approximately 37.9194 acres of land being described as portions of Sections 21, 28, and 29, Block 80, Township 1, Texas and Pacific Railroad Company Surveys, City of El Paso, El Paso County, Texas for the construction of Highway Spur 320, also known as the Borderland Expressway Project.

On May 24, 2023, EPWater received an administrative settlement approval of \$2,535,688.98 for the purchase of approximately 37.9194 acres of land being described as portions of Sections 21, 28, and 29, Block 80, Township 1, Texas and Pacific Railroad Company Surveys, City of El Paso, El Paso County, Texas for the construction of Highway Spur 320, also known as the Borderland Expressway Project.

PRIOR COUNCIL ACTION:

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

On June 26, 2018, the City Council approved a conveyance of 3.3835 acres of land to the State of Texas, acting by and through the Texas Transportation Commission for \$652,129.00, as part of the State Loop 375, Border West Expressway Project.

AMOUNT AND SOURCE OF FUNDING: N/A

BOARD / COMMISSION ACTION:

On June 14, 2023, The Public Service Board determined approximately 37.9194 acres of land being described as portions of Sections 21, 28, and 29, Block 80, Township 1, Texas and Pacific Railroad Company Surveys, City of El Paso, El Paso County, Texas (the "Property"), to be inexpedient to the water, wastewater and drainage utility systems and that the Property should be sold in accordance with state law.

AFTER EXECUTION OF ALL DOCUMENTS, PLEASE CONTACT ALEX VIDALES AT 594-5636 TO PICK UP THE DOCUMENTS. THANK YOU.

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING THE CITY MANAGER TO SIGN A DEED AND ANY OTHER DOCUMENTS NECESSARY TO CONVEY APPROXIMATELY 37.9194 ACRES OF LAND SITUATED IN PORTIONS OF SECTIONS 21, 28 AND 29, BLOCK 80, TOWNSHIP 1, TEXAS AND PACIFIC RAILROAD COMPANY SURVEYS, CITY OF EL PASO, EL PASO COUNTY, TEXAS.

WHEREAS, the El Paso Water Utilities Public Service Board ("*EPWater*"), for and on behalf of the City of El Paso, a Texas municipal corporation, holds certain real properties in its land inventory as part of its water, wastewater and drainage utility systems (collectively the "*System*"); and,

WHEREAS, at its regular meeting on June 14, 2023, the Public Service Board determined approximately 37.9194 acres of land being described as portions of Sections 21, 28, and 29, Block 80, Township 1, Texas and Pacific Railroad Company Surveys, City of El Paso, El Paso County, Texas (the "*Property*"), to be inexpedient to the water, wastewater and drainage utility systems and that the Property should be sold in accordance with state law; and,

WHEREAS, the State of Texas has agreed to purchase the Property for the amount of \$2,535,688.98; and,

WHEREAS, Section 272.001(b)(5) of the Texas Local Government Code provides that a political subdivision of the state may convey real property to a governmental entity that has the power of eminent domain without giving notice and requesting sealed bids; and

WHEREAS, the State of Texas is a governmental entity that has the power of eminent domain; and

WHEREAS, the El Paso City Council finds that it is in the public interest to convey the Property to the State of Texas; and

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

That the City Manager is authorized to sign a Deed and any other necessary documents, to convey the following identified real property:

Approximately 37.9194 acres of land being described as portions of Sections 21, 28, and 29, Block 80, Township 1, Texas and Pacific Railroad Company Surveys, City of El Paso, El Paso County, Texas and as more particularly described in Exhibit "A" attached hereto and made a part hereof for all purposes.

PASSED AND APPROVED this ____ day of _____, 2023.

(Signatures begin on following page)


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 FORM:



Michaela Ainsa
Senior Assistant General Counsel

ORDINANCE NO. _____
Sale to TXDOT

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.



DEED

TxDOT ROW CSJ: 0665-02-003

TxDOT Parcel ID: P00065987

Grantor(s), whether one or more:

THE CITY OF EL PASO for the use and benefit of its PUBLIC SERVICE BOARD (EL PASO WATER UTILITIES)

Grantor's Mailing Address (including county):

1154 Hawkins
El Paso, Texas 79925
El Paso County

Grantee:

The State of Texas, acting by and through the Texas Transportation Commission

Grantee's Authority:

The Texas Transportation Commission is authorized under the Texas Transportation Code to purchase land and such other property rights (including requesting that counties and municipalities acquire highway right of way) deemed necessary or convenient to a state highway or turnpike project to be constructed, reconstructed, maintained, widened, straightened, or extended, or to accomplish any purpose related to the location, construction, improvement, maintenance, beautification, preservation, or operation of a state highway or turnpike project.

The Texas Transportation Commission is also authorized under the Texas Transportation Code, Chapter 203 to acquire or request to be acquired such other property rights deemed necessary or convenient for the purposes of operating a state highway or turnpike project, with control of access as necessary to facilitate the flow of traffic and promote the public safety and welfare on both non-controlled facilities and designated controlled access highways and turnpike projects.

Grantee's Mailing Address (including county):

P.O. Box 5075
Austin, Texas 78763-5075
Travis County

Consideration:

The sum of TWO MILLION FIVE HUNDRED THIRTY-FIVE THOUSAND SIX HUNDRED EIGHTY-EIGHT and 98/100 DOLLARS (\$2,535,688.98) to Grantor in hand paid by Grantee, receipt of which is hereby acknowledged, and for which no lien is retained, either expressed or implied. **The consideration recited herein represents a settlement and compromise by all parties as to the value of the property herein conveyed in order to avoid formal ED proceedings and the added expenses of litigation.**

Property:

All of that certain tract or parcel of land in El Paso County, Texas, being more particularly described in the attached Exhibit A (the "Property").

Reservations from and Exceptions to Conveyance and Warranty:

This conveyance is made by Grantor and accepted by Grantee subject to the following:

1. Visible and apparent easements not appearing of record.
2. Any discrepancies, conflicts, or shortages in area or boundary lines or any encroachments or any overlapping of improvements which a current survey would show.
3. Easements, restrictions, reservations, covenants, conditions, oil and gas leases, mineral severances, and encumbrances for taxes and assessments (other than liens and conveyances) presently of record in the Official Public Records of El Paso County, Texas, that affect the property, but only to the extent that said items are still valid and in force and effect at this time.

Grantor reserves all of the oil, gas, and sulfur in and under the Property but waives all rights of ingress and egress to the surface thereof for the purpose of exploring, developing, mining or drilling for same; however, nothing in this reservation shall affect the title and rights of the Grantee, its successors and assigns, to take and use all other minerals and materials thereon, therein, and thereunder.

Grantor is retaining title to the following improvements ("**Retained Improvements**") located on the Property, to wit:

Grantor covenants and agrees to remove the Retained Improvements from the Property by N/A day of N/A 20N/A, subject to such extensions of time as may be granted by Grantee in writing. In the event Grantor fails, for any reason, to remove the Retained Improvements within the time prescribed, then, without further consideration, title to all or part of such Retained Improvements not so removed shall pass to and vest in Grantee, its successors and assigns, forever.

Access on and off Grantor's remaining property to and from the State highway facility shall be permitted except to the extent that such access is expressly prohibited by the provisions set out in Exhibit "A". Grantor acknowledges that such access on and off the State highway facility is subject to regulation as may be determined by the Texas Department of Transportation to be necessary in the interest of public safety or by applicable local municipal or county zoning, platting, or permitting requirements.

GRANTOR, for the Consideration and subject to the Reservations from Conveyance and the Exceptions to Conveyance and Warranty, grants, sells, and conveys to Grantee the Property, together with all and singular the rights and appurtenances thereto in any way belonging, to have and to hold it to Grantee and Grantee's

successors and assigns forever. Grantor binds Grantor and Grantor's heirs, successors, and assigns to Warrant and Forever Defend all and singular the Property to Grantee and Grantee's successors and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof, except as to the Reservations from Conveyance and the Exceptions to Conveyance and Warranty.

When the context requires, singular nouns and pronouns include the plural.

EXECUTED on the date(s) of acknowledgment indicated below.

GRANTOR:

THE CITY OF EL PASO

Col. Cary Westin,
Interim City Manager of THE CITY OF EL PASO

PUBLIC SERVICE BOARD (EL PASO
WATER UTILITIES)



John E. Balliew
Its: President/CEO

Corporate Acknowledgment

State of Texas

County of El Paso

This instrument was acknowledged before me on _____
by _____,
of _____,
, a _____, on behalf of said entity. The
acknowledging person personally appeared by:

☐ physically appearing before me.

☐ appearing by an interactive two-way audio and video communication that meets the requirements for online notarization under Texas Government Code, Chapter 406, Subchapter C.

Notary Public's Signature

Corporate Acknowledgment

State of Texas

County of El Paso

This instrument was acknowledged before me on July 13th, 2023
by John E. Balliew, President/CEO of the Public Service Board (El Paso Water Utilities), on behalf of the Public
Service Board (El Paso Water Utilities). The acknowledging person(s) personally appeared by:

☒ physically appearing before me.

☐ appearing by an interactive two-way audio and video communication that meets the requirements for
online notarization under Texas Government Code chapter 406, subchapter C.



Notary Public's Signature

AFTER RECORDING, RETURN TO:

Silvia Garcia
El Paso Project Delivery Office
13301 Gateway Blvd. West
El Paso, Texas 79928

Exhibit A

August, 2021
 Revised January 2023
 Parcel 15
 Page 1 of 8

TXDOTCONNECT Parcel No. P00065987.001

HIGHWAY: Spur 320
 LIMITS: From Texas and New Mexico State Line to Loop 375
 COUNTY: El Paso
 ACCOUNT NO.:
 ROW CSJ: 0665-02-003
 OWNER: The City of El Paso

Property Description for Parcel 15

Being 1,651,769 square feet or 37.9194 acres of land situated in the E. V. Newman Survey, Abstract No. 5424, Sections 21, 28 and 29, Block 80, Township 1, Texas and Pacific Railroad Company Surveys, El Paso County, Texas and being part of a tract of land known as Parcel 1, conveyed to The City of El Paso by deed recorded in Volume 810, Page 1577, Official Public Records of Real Property El Paso County (O.P.R.R.P.E.P.C.) and being more particularly described by metes and bounds as follows:

COMMENCING, at a 2-inch iron pipe found for the common corner of Sections 20, 21, 28 and 29, Block 80, Township 1, said Texas and Pacific Railroad Company Surveys;

THENCE, South 01°59'29" West, with the common boundary of Sections 28 and 29, said Block 80, at a distance of 11.57 feet pass the northwesterly right-of-way of Dyer Street originally known as U.S. Highway 54 (Business), a 100 feet wide right-of-way as described by deed recorded in Volume 608, Page 173 and Page 175, Volume 609, Page 104 and Page 105, El Paso County Deed Records (E.P.C.D.R.) continuing for a total distance of 154.54 feet to a 5/8-inch iron rod with TxDOT aluminum cap set on the southeasterly right-of-way line of said Dyer Street for a northerly corner and **POINT OF BEGINNING** of the herein described parcel, having coordinates of N=10,723,619.84 and E=423,777.77, located 59.06 feet right of proposed Borderland Expressway Baseline Station 962+87.63;

1. **THENCE**, North 46°22'26" East, with said southeasterly right-of-way of Dyer Street, a distance of 273.39 feet to a TxDOT Type II brass cap monument found on the easterly right-of-way line of the proposed Spur 320, for the most northerly corner of the herein described parcel and the beginning of a Denial of Access Line, located 175.00 feet left of proposed Borderland Expressway Baseline Station 961+46.35;
2. **THENCE**, South 12°30'39" East, with said proposed easterly right-of-way line and Denial of Access Line, a distance of 1,525.60 feet to a TxDOT Type II brass cap monument found for an easterly corner of the herein described parcel, located 175.00 feet left of proposed Spur 320 Baseline Station 976+71.95;

Exhibit

August, 2021
 Revised January 2023
 Parcel 15
 Page 2 of 8

TXDOTCONNECT Parcel No. P00065987.001

CONTINUING with said proposed right-of-way and Denial of Access Line of the proposed Spur 320 the following calls, each to a TxDOT Type II brass cap monument found for a corner of the herein described parcel;

3. **THENCE** North 77°29'21" East, a distance of 28.24 feet, located 203.24 feet left of proposed Spur 320 Baseline Station 976+71.95;
4. **THENCE** South 12°30'39" East, a distance of 56.09 feet, located 203.24 feet left of proposed Spur 320 Baseline Station 977+28.05;
5. **THENCE** South 77°29'21" West, a distance of 28.24 feet, located 175.00 feet left of proposed Spur 320 Baseline Station 977+28.05;
6. **THENCE**, South 12°30'39" East, a distance of 743.76 feet, located 175.00 feet left of proposed Spur 320 Baseline Station 984+71.81;
7. **THENCE**, North 77°29'21" East, a distance of 28.00 feet, located 203.00 feet left of proposed Spur 320 Baseline Station 984+71.81;
8. **THENCE**, South 12°30'39" East, a distance of 49.91 feet, located 203.00 feet left of proposed Spur 320 Baseline Station 985+21.71;
9. **THENCE**, South 77°29'21" West, a distance of 28.00 feet located 175.00 feet left of proposed Spur 320 Baseline Station 985+21.71;
10. **THENCE**, South 12°30'39" East, a distance of 1,710.87 feet, located 175.00 feet left of proposed Spur 320 Baseline Station 1002+32.58;
11. **THENCE**, North 77°29'21" East, a distance of 45.00 feet, located 220.00 feet left of proposed Spur 320 Baseline Station 1002+32.58;
12. **THENCE**, South 12°30'39" East, continuing with said proposed easterly right-of-way and Denial of Access Line, a distance of 55.05 feet to a TxDOT Type II brass cap monument found on the northwesterly right-of-way line of Railroad Drive, a 120 feet wide right-of-way as described by deed recorded in Volume 1626, Page 295 E.P.C.D.R., for a southeasterly corner of the herein described parcel and the end of said Denial of Access Line, located 220.00 feet left of proposed Spur 320 Baseline Station 1002+87.63;
13. **THENCE**, South 31°31'50" West, with said northwesterly right-of-way line of Railroad Drive, a distance of 621.49 feet to a TxDOT Type II brass cap monument found on the westerly right-of-way line of said proposed Spur 320, for the most southerly corner of the herein described parcel and the beginning of a Denial of Access Line, located 212.04 feet right of proposed Spur 320 Baseline Station 1007+34.38;

Exhibit

August, 2021
 Revised January 2023
 Parcel 15
 Page 3 of 8

TXDOTCONNECT Parcel No. P00065987.001

14. **THENCE** North 12°30'39" West, with said proposed westerly right-of-way and Denial of Access Line, a distance of 90.11 feet to a TxDOT Type II brass cap monument found for a westerly corner of the herein described parcel, located 212.04 feet right of proposed Spur 320 Baseline Station 1006+44.27;

CONTINUING with said proposed westerly right-of-way and Denial of Access Line, the following calls, each to a TxDOT Type II brass cap monument found for a westerly corner of the herein described parcel;

15. **THENCE** North 78°01'44" East, a distance of 22.00 feet, located 190.05 feet right of proposed Spur 320 Baseline Station 1006+44.48;
16. **THENCE** North 11°58'16" West, a distance of 198.02 feet, located 188.18 feet right of proposed Spur 320 Baseline Station 1004+46.47;
17. **THENCE** South 77°58'25" West, a distance of 10.00 feet, located 198.18 feet right of proposed Spur 320 Baseline Station 1004+46.39;
18. **THENCE** North 12°26'14" West, a distance of 55.78 feet, located 198.11 feet right of proposed Spur 320 Baseline Station 1003+90.60;
19. **THENCE**, North 71°55'16" East, a distance of 10.05 feet, located 188.11 feet right of proposed Spur 320 Baseline Station 1003+89.63;
20. **THENCE**, North 12°26'14" West, a distance of 808.02 feet, located 187.07 feet right of proposed Spur 320 Baseline Station 995+81.61;
21. **THENCE**, South 76°44'07" West, a distance of 353.86 feet, located 540.90 feet right of proposed Spur 320 Baseline Station 995+86.27;
22. **THENCE**, North 13°15'53" West, a distance of 279.00 feet, located 544.57 feet right of proposed Spur 320 Baseline Station 993+07.29;
23. **THENCE**, North 76°44'07" East, a distance of 360.70 feet, located 183.91 feet right of proposed Spur 320 Baseline Station 993+02.54;
24. **THENCE**, North 12°36'35" West, continuing with said westerly right-of-way and Denial of Access Line, a distance of 2,936.50 feet to a TxDOT Type II brass cap monument found on the southeasterly right-of-way line of said Dyer Street, for a northerly corner of the herein described parcel and end of said Denial of Access Line, located 188.98 feet right of proposed Spur 320 Baseline Station 963+66.05;

Exhibit

August, 2021
 Revised January 2023
 Parcel 15
 Page 4 of 8

TXDOTCONNECT Parcel No. P00065987.001

25. **THENCE**, North 46°22'26" East, with said southeasterly right-of-way of Dyer Street, a distance of 151.75 feet to the **POINT OF BEGINNING** and containing 1,651,769 square feet or 37.9194 acres of the herein described Parcel. Note: Survey Plat to accompany this legal description.

Note: Access is prohibited across the "Denial of Access Line" to the highway facility from the remainder of the abutting property.

Bearings and coordinates are based upon the Texas Coordinate System of 1983, Central Zone (4203), NAD 83(2011) and are referenced to the TxDot RTN, Mount point NAD83_(2010)-West_VRS_RTCM. All distances and coordinates shown are surface values and may be converted to state plane values by dividing by the surface adjustment factor of 1.000231. The Unit of Measure is the U.S. Survey Foot.

I, Scott M. Fertak, a Registered Professional Land Surveyor, do hereby certify that this property description is a true and correct representation of a survey made on the ground, under my direction and supervision.



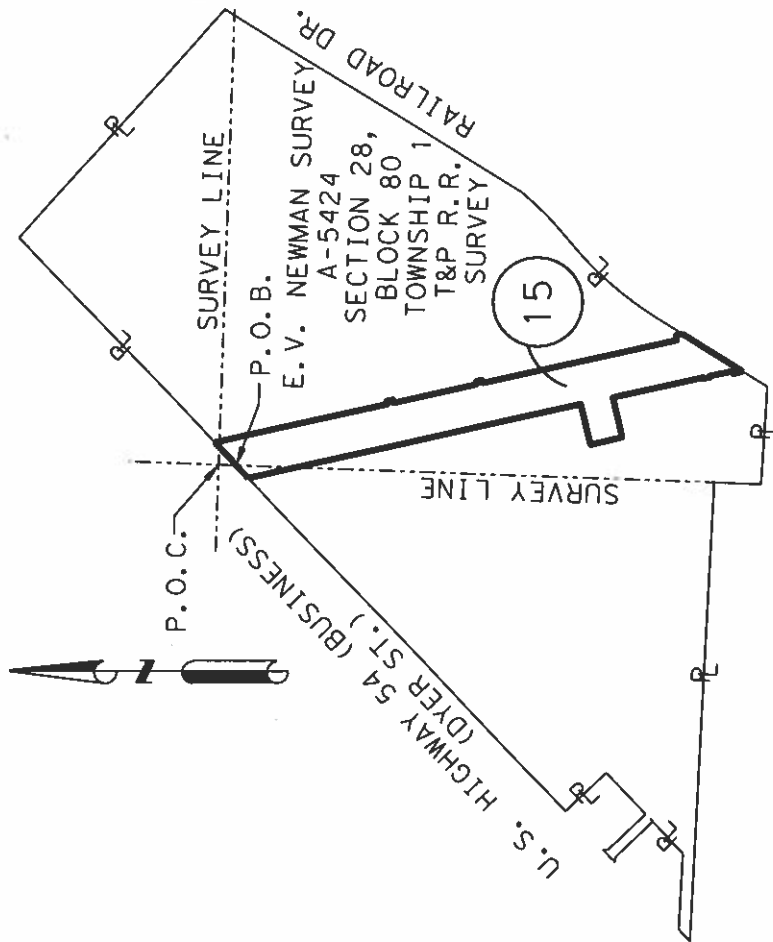
[Signature] 18 JAN 2023

Scott M. Fertak
 Registered Professional Land Surveyor
 No. 5257

Revised 18 Jan 2023

LEGEND

- E.P.C.P.R. - EL PASO COUNTY PLAT RECORDS
- E.P.C.D.R. - EL PASO COUNTY DEED RECORDS
- O.P.R.P.E.C. - OFFICIAL PUBLIC RECORDS OF REAL PROPERTY OF EL PASO COUNTY
- OVERHEAD UTILITIES
- EXIST. ROW LINE
- PROPERTY LINE
- DENIAL OF ACCESS LINE
- SURVEY LINE
- FENCE
- CITY LIMITS
- U.E. - UTILITY EASEMENT
- A.E. - AERIAL EASEMENT
- B.L. - BUILDING LINE
- I.R. - IRON ROD
- I.P. - IRON PIPE
- SET TXDOT TYPE II MON. (UNLESS OTHERWISE NOTED)
- FOUND TXDOT TYPE II MON.
- SET 5/8" I.R. W/TXDOT ALUM. CAP
- FOUND 5/8" I.R. W/TXDOT ALUM. CAP (UNLESS OTHERWISE NOTED)



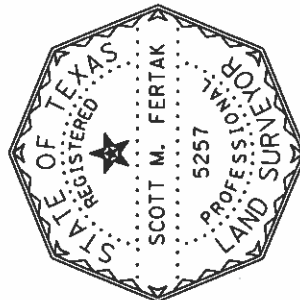
PARENT TRACT INSET FOR
PARCEL NO. 15

N. T. S.

I HEREBY CERTIFY THAT THIS SURVEY WAS MADE ON THE
GROUND UNDER MY SUPERVISION AND THAT THIS PLAT
CORRECTLY REPRESENTS THE FACTS AS FOUND AT THE
TIME OF THE SURVEY.

Scott M. Fertak 14 July 2022

SCOTT M. FERTAK
REGISTERED PROFESSIONAL LAND SURVEYOR
NO. 5257

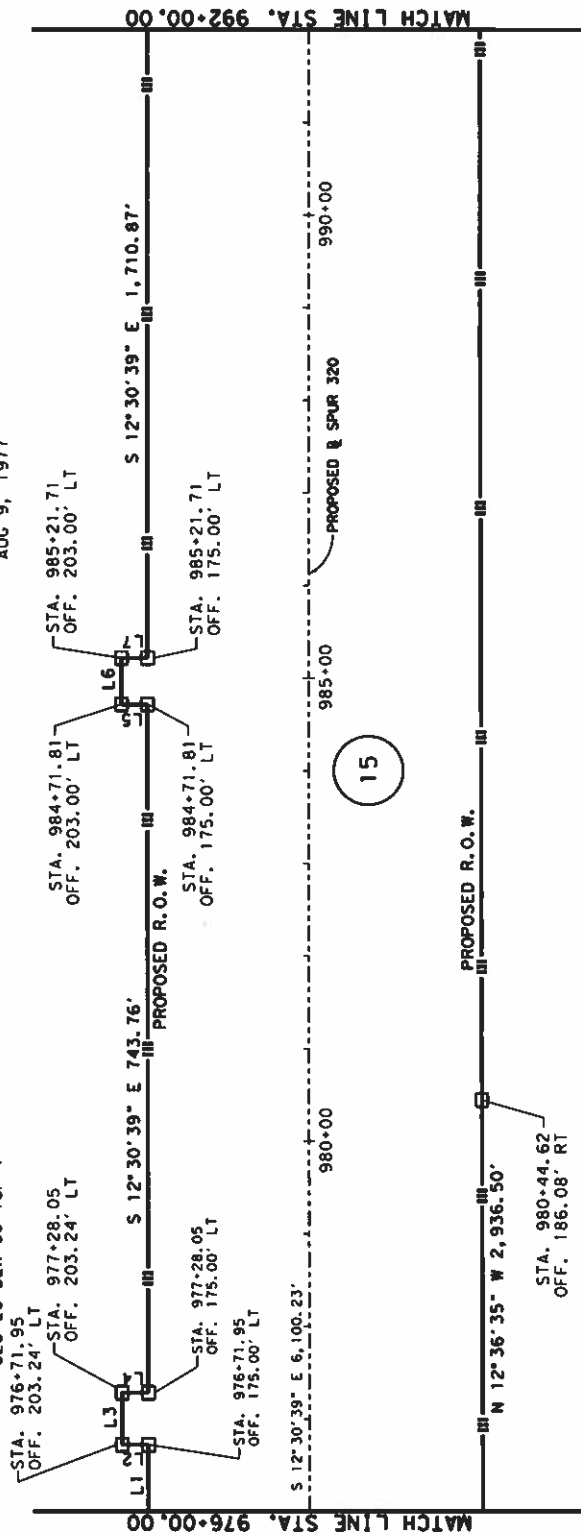


AREA TABLE (ACRES)			
EXISTING AC.	TAKING AC./S.F.	REMAINDER AC.	
	37.9194	LEFT	RIGHT
	1,651,769		
LANDTECH 2525 North Loop West, Suite 300 Houston, Texas 77008 T: 713-861-7068 F: 713-861-4131 TAPES Registration No. 10015100			
PARCEL PLAT SHOWING PARCEL 15 SPUR 320 EL PASO COUNTY R. C. S. J. NO. 0665-02-003 JUNE, 2022 PAGE 5 OF 8 SCALE: N. T. S.			

E.V. NEWMAN SURVEY
A-5424
SECTION 28, BLOCK 80
TOWNSHIP 1
T&P RAILROAD SURVEY

VOL. 810 PG. 1577 SUBJECT TO:
 VOL. 875 PG. 611 - ESMT TO E.P.E.C. AND MT. STATES TELE.
 SUR 29 BLK 80 INCLUSIVE
 VOL. 723 PG. 622 - ESMT TO MT. STATES TELE.
 SEC 21 LANDS LYING EAST OF US-54
 VOL. 836 PG. 403 - ESMT TO E.P.N.G.
 SUR 21 BLK 80 BETWEEN NEWMAN HWY (US-54) AND RR R-O-W
 VOL. 313 PG. 399 - ESMT. TO TRI STATE TELEPHONE
 SEC 28 BLK 80 TSP 1

CITY OF EL PASO
 517.876 AC.
 VOL 810, PG 1577
 O.P.R.P.E.P.C.
 AUG 9, 1977



LINE DATA		
LINE	BEARING	LENGTH
L1	S 12° 30' 39" E	1,525.60'
L2	N 77° 29' 21" E	28.24'
L3	S 12° 30' 39" E	56.09'
L4	S 77° 29' 21" W	28.24'
L5	N 77° 29' 21" E	28.00'
L6	S 12° 30' 39" E	49.91'
L7	S 77° 29' 21" W	28.00'

LANDTECH
 2525 North Loop West, Suite 300,
 Houston, Texas 77008
 T 713-861-7068 F 713-861-4131
 TBP&LS Registration No. 10019100

PARCEL PLAT
 SHOWING

PARCEL 15
 SPUR 320
 EL PASO COUNTY
 R.C.S.J. NO. 0665-02-003
 JUNE, 2022

PAGE 7 OF 8 SCALE: 1"=200'

VOL. 810 PG. 1577 SUBJECT TO:
 VOL. 875 PG. 611 - ESMAT TO E.P.E.C. AND MT. STATES TELE.
 SUR. 29 BLK 80 INCLUSIVE
 VOL. 723 PG. 622 - ESMAT TO MT. STATES TELE.
 SEC. 21 LANDS LYING EAST OF US-54
 VOL. 836 PG. 403 - ESMAT TO E.P.N.G.
 SUR. 21 BLK 80 BETWEEN NEWMAN HWY (US-54) AND RR R-O-W
 VOL. 313 PG. 399 - ESMAT. TO TRI STATE TELEPHONE
 SEC. 28 BLK 80 TSP 1

CITY OF EL PASO
 517.876 AC.
 VOL. 810, PG. 1577
 O.P.R.P.E.P.C.
 AUG 9, 1977

RAILROAD DR.
 COUNTY OF P.E.C.
 VOL. 1626, EL PASO
 SEPT. 16, 1961

STA. 1,002+87.63
 OFF. 220.00' LT
 STA. 1,002+32.58
 OFF. 220.00' LT
 STA. 1,002+32.58
 OFF. 175.00' LT

15

PROPOSED R.O.W.
 S 12°30'39" E 6,100.23'
 995+00 1000+00
 PROPOSED R. SPUR 320

STA. 1,004+46.47
 OFF. 188.18' RT
 STA. 1,003+89.63
 OFF. 188.11' RT
 STA. 1,006+44.48
 OFF. 190.05' RT
 STA. 1,006+44.27
 OFF. 212.04' RT
 STA. 1,007+34.38
 OFF. 212.04' RT

CITY OF EL PASO
 187.876 AC.
 VOL. 810, PG. 1577
 O.P.R.P.E.P.C.
 AUG 9, 1977

PROPOSED R.O.W.
 N 12°26'14" W 808.02'

STA. 995+81.61
 OFF. 187.07' RT

STA. 995+86.27
 OFF. 340.90' RT

MATCH LINE STA. 992+00.00

STA. 993+02.54
 OFF. 183.91' RT
 N 12°36'35" W
 2,938.33'
 N 76°44'07" E 360.70'
 N 13°15'53" W 279.00'

**E.V. NEWMAN SURVEY
 A-5424
 SECTION 28, BLOCK 80
 TOWNSHIP 1
 T&P RAILROAD SURVEY**

LINE	BEARING	LENGTH
L1	N 77°29'21" E	45.00'
L2	S 12°30'39" E	55.05'
L3	N 12°30'39" W	90.11'
L4	N 78°01'44" E	22.00'
L5	N 11°58'16" W	198.02'
L6	S 77°58'25" W	10.00'
L7	N 12°26'14" W	55.78'
L8	N 71°55'16" E	10.05'

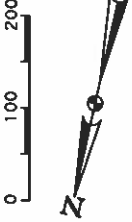
LANDTECH
 2525 North Loop West, Suite 300,
 Houston, Texas 77008
 T: 713-861-7068 F: 713-861-4131
 TBPELS Registration No. 00019100

**PARCEL PLAT
 SHOWING**

PARCEL 15

SPUR 320
 EL PASO COUNTY
 R.C.S.J. NO. 0665-02-003
 JUNE, 2022

PAGE 8 OF 8 SCALE: 1"=200'





Texas Department of Transportation

13301 GATEWAY BLVD. WEST • EL PASO TEXAS 79928-5410 • (915) 790-4200

April 18, 2023

County: El Paso
Federal Project No.: F 2023(613)
Highway: Spur 320

ROW CSJ: 0665-02-003
Parcel ID: P00065987
From: Texas and New Mexico State Line
To: Loop 375

BY CERTIFIED MAIL, RETURN RECEIPT REQUESTED, NO. 7020 3160 0001 3098 9577

The City Of El Paso

Attn: Mayor Oscar Leeser

218 N. Campbell St., Second Floor
El Paso, TX 79901

Dear Mayor Leeser,

Enclosed for your review and consideration please find the following documents:

- Initial Offer Letter for the above referenced parcel in fee acquisition in the amount of **\$912,112.00**
- Appraisal Report prepared by Walker Beard, MAI, dated April 6, 2023
- Acknowledgment of Receipt of Appraisal Report Form – please sign and return to my attention to: Texas Department of Transportation, 13301 Gateway Boulevard West, El Paso, Texas 79928
- Texas Department of Transportation booklet titled "Right of Way Purchase"
- Texas Landowner's Bill of Rights
- Draft Conveyance Instrument
- Possession and Use Agreement with an incentive of **\$25,000.00** for your consideration, allowing TxDOT to take possession of the land to begin its construction

Thank you for your attention to this matter. Should you have any questions, please contact me at (915) 790-4208 or via e-mail: Silvia.Garcia@txdot.gov.

Sincerely,

Silvia Garcia

Silvia Garcia, Negotiator
El Paso Project Delivery Office | Right of Way Division

Enclosures

✓ CC: **VIA CERTIFIED MAIL RETURN RECEIPT REQUESTED NO.: 7020 3160 0001 3098 9546**

El Paso Water Utilities

Attn: Marcela Navarrete

Vice President Strategic, Finance & Management Services

1154 Hawkins

El Paso, Texas 79925



13301 GATEWAY BLVD. WEST • EL PASO TEXAS 79928-5410 • (915) 790-4200

Date: May 24, 2023

El Paso Water Utilities
Attn: Ana Sanchez,
Vice President Strategic, Finance
& Management Services
1154 Hawkins
El Paso, Texas 79925

Re: Administrative Settlement Approval
ROW CSJ: 0665-02-003
Parcel No.: P00065987
District: El Paso

Dear Ms.Sanchez:

The Texas Department of Transportation Right of Way Administrative Settlement Evaluation Team has reviewed your counteroffer and the accompanying documentation. Based on this information and other pertinent data, it has been determined that **\$2,535,688.98** is an amount that can be supported and is offered to you in an attempt to settle this acquisition. This offer is made available to you for a period of five business days from the date of this letter. If you choose to accept this settlement offer, please notify **Silvia Garcia** at (915) 790-4208 or at silvia.garcia@txdot.gov.

If improvements are retained, the retention value will be subtracted from the total settlement amount.

If this administrative offer to settle is rejected, a final offer letter will be forwarded to you in accordance with our procedures. This final offer will be made in the amount of the original offer.

We would like to thank you for your effort and cooperation in attempting to settle this acquisition in order to expedite this much needed project.

Sincerely,

DocuSigned by:

Ismael Hernandez

E00E778ACB2E4EA

Ismael Hernandez,
Right of Way Manager



COMMITMENT FOR TITLE INSURANCE

ISSUED BY
STEWART TITLE GUARANTY COMPANY

THE FOLLOWING COMMITMENT FOR TITLE INSURANCE IS NOT VALID UNLESS YOUR NAME AND THE POLICY AMOUNT ARE SHOWN IN SCHEDULE A, AND OUR AUTHORIZED REPRESENTATIVE HAS COUNTERSIGNED BELOW.

We, STEWART TITLE GUARANTY COMPANY, will issue our title insurance policy or policies (the Policy) to You (the proposed insured) upon payment of the premium and other charges due, and compliance with the requirements in Schedule C. Our Policy will be in the form approved by the Texas Department of Insurance at the date of issuance, and will insure your interest in the land described in Schedule A. The estimated premium for our Policy and applicable endorsements is shown on Schedule D. There may be additional charges such as recording fees, and expedited delivery expenses.

This Commitment ends ninety (90) days from the effective date, unless the Policy is issued sooner, or failure to issue the Policy is our fault. Our liability and obligations to you are under the express terms of this Commitment and end when this Commitment expires.

In Witness Whereof, the Company has caused this commitment to be signed and sealed as of the effective date of commitment as shown in Schedule A, the commitment to become valid and binding only when countersigned by an authorized signatory.

Authorized Countersignature

Stewart Title Company
415 North Mesa Street
El Paso, TX 79901


Frederick H. Eppinger
President and CEO
David Hisey
Secretary

CONDITIONS AND STIPULATIONS

1. If you have actual knowledge of any matter which may affect the title or mortgage covered by this Commitment, that is not shown in Schedule B, you must notify us in writing,. If you do not notify us in writing, our liability to you is ended or reduced to the extent that your failure to notify us affects our liability. If you do notify us, or we learn of such matter, we may amend Schedule B, but we will not be relieved of liability already incurred.
2. Our liability is only to you, and others who are included in the definition of Insured in the Policy to be issued. Our liability is only for actual loss incurred in your reliance on this Commitment to comply with its requirements or to acquire the interest in the land. Our liability is limited to the amount shown in Schedule A of this Commitment and will be subject to the following terms of the Policy: Insuring Provisions, Conditions and Stipulations, and Exclusions.

All notices required to be given the Company and any statement in writing required to be furnished the Company shall be addressed to it at P.O. Box 2029, Houston, Texas 77252-2029.

STEWART TITLE GUARANTY COMPANY

IMPORTANT INFORMATION

FOR INFORMATION, OR
TO MAKE A COMPLAINT
CALL OUR TOLL-FREE TELE-
PHONE NUMBER

1-800-729-1902

ALSO
YOU MAY CONTACT
THE TEXAS DEPARTMENT
OF INSURANCE AT

1-800-252-3439

to obtain information on:

1. filing a complaint against an insurance company or agent,
2. whether an insurance company or agent is licensed,
3. complaints received against an insurance company or agent.
4. policyholder rights, and
5. a list of consumer publications and services available through the Department.

YOU MAY ALSO WRITE TO
THE TEXAS DEPARTMENT OF
INSURANCE
P.O. BOX 149104
AUSTIN, TEXAS 78714-9104
FAX NO. (512) 490-1007

AVISO IMPORTANTE

PARA INFORMACION, O
PARA SOMETER UNA QUEJA
LLAME AL NUMERO GRATIS

1-800-729-1902

TAMBIEN
PUEDE COMUNICARSE CON
EL DEPARTAMENTO DE SEGUROS
DE TEXAS AL

1-800-252-3439

para obtener informacion sobre:

1. como someter una queja en contra de una compania de seguros o agente de seguros,
2. si una compania de seguros o agente de seguros tiene licencia,
3. quejas recibidas en contra de una compania de seguros o agente de seguros,
4. los derechos del asegurado, y
5. una lista de publicaciones y servicios para consumidores disponibles a traves del Departamento.

TAMBIEN PUEDE ESCRIBIR AL
DEPARTAMENTO DE SEGUROS DE
TEXAS
P.O. BOX 149104
AUSTIN, TEXAS 78714-9104
FAX NO. (512) 490-1007

TEXAS TITLE INSURANCE INFORMATION

Title insurance insures you against loss resulting from certain risks to your title.

The commitment for Title Insurance is the title insurance company's promise to issue the title insurance policy. The commitment is a legal document. You should review it carefully to completely understand it before your closing date.

El seguro de titulo le asegura en relacion a perdidas resultantes de ciertos riesgos que pueden afectar el titulo de su propiedad.

El Compromiso para Seguro de Titulo es la promesa de la compania aseguradora de titulos de emitir la poliza de seguro de titulo. El Compromiso es un documento legal. Usted debe leerlo cuidadosamente y entenderlo completamente antes de la fecha para finalizar su transaccion.

Your commitment for Title Insurance is a legal contract between you and us. The Commitment is not an opinion or report of your title. It is a contract to issue you a policy subject to the Commitment's terms and requirements.

Before issuing a Commitment for Title Insurance (the Commitment) or a Title Insurance Policy (the Policy), the title insurance Company (the Company) determines whether the title is insurable. This determination has already been made. Part of that determination involves the Company's decision to insure the title except for certain risks that will not be covered by the Policy. Some of these risks are listed in Schedule B of the attached Commitment as Exceptions. Other risks are stated in the Policy as Exclusions. These risks will not be covered by the Policy. The Policy is not an abstract of title nor does a Company have an obligation to determine the ownership of any mineral interest.

MINERALS AND MINERAL RIGHTS may not be covered by the Policy. The Company may be unwilling to insure title unless there is an exclusion or an exception as to Minerals and Mineral Rights in the Policy. Optional endorsements insuring certain risks involving minerals, and the use of improvements (excluding lawns, shrubbery and trees) and permanent buildings may be available for purchase. If the title insurer issues the title policy with an exclusion or exception to the minerals and mineral rights, neither this Policy, nor the optional endorsements, ensure that the purchaser has title to the mineral rights related to the surface estate.

Another part of the determination involves whether the promise to insure is conditioned upon certain requirements being met. Schedule C of the Commitment lists these requirements that must be satisfied or the Company will refuse to cover them. You may want to discuss any matters shown in Schedules B and C of the Commitment with an attorney. These matters will affect your title and your use of the land.

When your Policy is issued, the coverage will be limited by the Policy's Exceptions, Exclusions and Conditions, defined below.

- EXCEPTIONS are title risks that a Policy generally covers but does not cover in a particular instance. Exceptions are shown on Schedule B or discussed in Schedule C of the Commitment. They can also be added if you do not comply with the Conditions section of the Commitment. When the Policy is issued, all Exceptions will be on Schedule B of the Policy.
- EXCLUSIONS are title risks that a Policy generally does not cover. Exclusions are contained in the Policy but not shown or discussed in the Commitment.
- CONDITIONS are additional provisions that qualify or limit your coverage. Conditions include your responsibilities and those of the Company. They are contained in the Policy but not shown or discussed in the Commitment. The Policy Conditions are not the same as the Commitment Conditions.

You can get a copy of the policy form approved by the Texas Department of Insurance by calling the Title Insurance Company at 1-800-729-1902 or by calling the title insurance agent that issued the Commitment. The Texas Department of Insurance may revise the policy form from time to time.

You can also get a brochure that explains the policy from the Texas Department of Insurance by calling 1-800-252-3439.

Before the Policy is issued, you may request changes in the Policy. Some of the changes to consider are:

- Request amendment of the "area and boundary" exception (Schedule B, paragraph 2). To get this amendment, you must furnish a survey and comply with other requirements of the Company. On the Owner's Policy, you must pay an additional premium for the amendment. If the survey is acceptable to the Company and if the Company's other requirements are met, your Policy will insure you against loss because of discrepancies or conflicts in boundary lines, encroachments or protrusions, or overlapping of improvements. The Company may then decide not to insure against specific boundary or survey problems by making special exceptions in the Policy. Whether or not you request amendment of the "area and boundary" exception, you should determine whether you want to purchase and review a survey if a survey is not being provided to you.
- Allow the Company to add an exception to "rights of parties in possession". If you refuse this exception, the Company or the title insurance agent may inspect the property. The Company may except to and not insure you against the rights of specific persons, such as renters, adverse owners or easement holders who occupy the land. The Company may charge you for the inspection. If you want to make your own inspection, you must sign a Waiver of Inspection form and allow the Company to add this exception to your Policy.

The entire premium for a Policy must be paid when the Policy is issued. You will not owe any additional premiums unless you want to increase your coverage at a later date and the Company agrees to add an Increased Value Endorsement.

COMMITMENT FOR TITLE INSURANCE SCHEDULE A

ISSUED BY
STEWART TITLE GUARANTY COMPANY

File No.: 1919476	Effective Date: May 18, 2023 at 8:00AM
CLOSER: Ron Rush	Issued: May 30, 2023 5:08PM

1. The policy or policies to be issued are:

- a. OWNER'S POLICY OF TITLE INSURANCE (Form T-1)
(Not applicable for improved one-to-four family residential real estate)
Policy Amount: \$2,535,688.98
PROPOSED INSURED: State of Texas, acting by and through The Texas Transportation Commission
- b. TEXAS RESIDENTIAL OWNER'S POLICY OF TITLE INSURANCE
-ONE-TO-FOUR FAMILY RESIDENCES (Form T-1R)
Policy Amount: \$
PROPOSED INSURED:
- c. LOAN POLICY OF TITLE INSURANCE (Form T-2)
Policy Amount: \$
PROPOSED INSURED:
Proposed Borrower:
- d. TEXAS SHORT FORM RESIDENTIAL LOAN POLICY OF TITLE INSURANCE (Form T-2R)
Policy Amount: \$
PROPOSED INSURED:
Proposed Borrower:
- e. LOAN TITLE POLICY BINDER ON INTERIM CONSTRUCTION LOAN (Form T-13)
Binder Amount: \$
PROPOSED INSURED:
Proposed Borrower:
- f. OTHER:
Policy Amount: \$
PROPOSED INSURED:

2. The interest in the land covered by this Commitment is:

FEE SIMPLE

3. Record title to the land on the Effective Date appears to be vested in:

THE CITY OF EL PASO for the use and benefit of its PUBLIC SERVICE BOARD (EL PASO WATER UTILITIES)

4. Legal description of land:

See Exhibit "A" Attached Hereto

COMMITMENT FOR TITLE INSURANCE
EXHIBIT "A"
LEGAL DESCRIPTION

ISSUED BY
STEWART TITLE GUARANTY COMPANY

File No.: 1919476

A portion of Sections 21, 28 and 29, Block 80, Township 1, TEXAS AND PACIFIC RAILROAD SURVEYS, El Paso County, Texas, and being more particularly described by metes and bounds in [Exhibit "A-1"](#) attached hereto and made a part hereof for all purposes.

COMMITMENT FOR TITLE INSURANCE

SCHEDULE B

ISSUED BY
STEWART TITLE GUARANTY COMPANY

EXCEPTIONS FROM COVERAGE

In addition to the Exclusions and Conditions and Stipulations, your policy will not cover loss, costs, attorney's fees and expenses resulting from:

1. The following restrictive covenants of record itemized below (We must either insert specific recording data or delete this exception.):

Those recorded in/under [Volume 3495, Page 1474](#), of the Real Property Records of El Paso County, Texas; but omitting any covenants, condition, or restriction, if any, based on race, color, religion, sex, handicap, familial status or national origin unless and to the extent that the covenant, condition or restriction (a) is exempt under Title 42 of the United States Code or (b) relates to handicap, but does not discriminate against handicapped persons.

2. Any discrepancies, conflicts, or shortages in area or boundary lines, or any encroachments or protrusions, or any overlapping of improvements. Upon receipt of an approved survey, Schedule B, Item 2 may be modified to read in its entirety, "Shortages in area" (Loan Policy only or Owner's Title Policy with prescribed premium.)
3. Homestead or community property or survivorship rights, if any, of any spouse of any insured. (Applies to the Owner's Policy only.)
4. Any titles or rights asserted by anyone, including, but not limited to, persons, the public, corporations, governments or other entities,
 - a. to tidelands, or lands comprising the shores or beds of navigable or perennial rivers and streams, lakes, bays, gulfs, or oceans, or
 - b. to lands beyond the line of the harbor or bulkhead lines as established or changed by any government, or
 - c. to filled-in lands, or artificial islands, or
 - d. to statutory water rights, including riparian rights, or
 - e. to the area extending from the line of mean low tide to the line of vegetation, or the rights of access to that area or easement along and across that area.
(Applies to the Owner's Policy only.)
5. Standby fees, taxes and assessments by any taxing authority for the year 2023 and subsequent years; and subsequent taxes and assessments by any taxing authority for prior years due to change in land usage or ownership, but not those taxes or assessments for prior years because of an exemption granted to a previous owner of the property under Section 11.13, Texas Tax Code, or because of improvements not assessed for a previous tax year. (If Texas Short Form Residential Loan Policy of Title Insurance (T-2R) is issued, that policy will substitute "which become due and payable subsequent to Date of Policy" in lieu of "for the year 2023 and subsequent years.")
6. The terms and conditions of the documents creating your interest in the land.
7. Materials furnished or labor performed in connection with planned construction before signing and delivering the lien document described in Schedule A, if the land is part of the homestead of the owner. (Applies to the Loan Title Policy Binder on Interim Construction Loan only, and may be deleted if satisfactory evidence is furnished to us before a binder is issued.)
8. Liens and leases that affect the title to the land, but that are subordinate to the lien of the insured mortgage. (Applies to Loan Policy T-2 only.)

COMMITMENT FOR TITLE INSURANCE SCHEDULE B

ISSUED BY
STEWART TITLE GUARANTY COMPANY

9. The Exceptions from Coverage and Express Insurance in Schedule B of the Texas Short Form Residential Loan Policy of Title Insurance (T-2R). (Applies to Texas Short Form Residential Loan Policy of Title Insurance (T-2R) only.) Separate exceptions 1 through 8 of this Schedule B do not apply to the Texas Short Form Residential Loan Policy of Title Insurance. (T-2R)
10. The following matters and all terms of the documents creating or offering evidence of the matters (We must insert matters or delete this exception.):
- a) Rights of parties in possession. (Owner Title Policy only)
 - b) Utility easements and prescriptive rights visible and apparent on the ground.
 - c) Easement to El Paso Electric Company and Mountain States Telephone and Telegraph Company, recorded in [Volume 875, Page 611](#), Real Property Records of El Paso County, Texas; with Mountain States Telephone and Telegraph Company's interest granted, sold, and quitclaimed to Southwestern Bell Telephone Company, recorded in [Volume 1231, Page 646](#), Real Property Records of El Paso County, Texas. (Section 29)
 - d) Easement to El Paso Electric Company and Mountain States Telephone and Telegraph Company, recorded in [Volume 723, Page 622](#), Real Property Records of El Paso County, Texas; with Mountain States Telephone and Telegraph Company's interest granted, sold, and quitclaimed to Southwestern Bell Telephone Company, recorded in [Volume 1231, Page 646](#), Real Property Records of El Paso County, Texas. (Section 21)
 - e) Easement to El Paso Electric Company and Mountain States Telephone and Telegraph Company, recorded in [Volume 1311, Page 312](#), Real Property Records of El Paso County, Texas; with Mountain States Telephone and Telegraph Company's interest granted, sold, and quitclaimed to Southwestern Bell Telephone Company, recorded in [Volume 1231, Page 646](#), Real Property Records of El Paso County, Texas. (Section 21 & 28)
 - f) All leases, grants, exceptions or reservations of coal, lignite, oil, gas and other minerals, together with all rights, privileges, and immunities relating thereto, appearing in the Public Records whether listed in Schedule B or not. There may be leases, grants, exceptions or reservations of mineral interests that are not listed.
 - g) INTENTIONALLY DELETED
 - h) Ordinance Number 013894 as evidenced by instrument filed 12/11/1998, by The City of El Paso, Texas, recorded in/under [Volume 3495, Page 1474](#), of the Real Property Records of El Paso County, Texas.
 - i) INTENTIONALLY DELETED
 - j) An Easement to Tri-State Telephone Company recorded in [Book 313, Page 399](#), of the Real Property Records of El Paso County, Texas.

COMMITMENT FOR TITLE INSURANCE SCHEDULE C

ISSUED BY
STEWART TITLE GUARANTY COMPANY

Your Policy will not cover loss, costs, attorneys' fees, and expenses resulting from the following requirements that will appear as Exceptions in Schedule B of the Policy, unless you dispose of these matters to our satisfaction, before the date the Policy is issued:

1. Documents creating your title or interest must be approved by us and must be signed, notarized and filed for record.
2. Satisfactory evidence must be provided that:
 - no person occupying the land claims any interest in that land against the persons named in paragraph 3 of Schedule A,
 - all standby fees, taxes, assessments and charges against the property have been paid,
 - all improvements or repairs to the property are completed and accepted by the owner, and that all contractors, sub-contractors, laborers and suppliers have been fully paid, and that no mechanic's, laborer's or materialman's liens have attached to the property,
 - there is legal right of access to and from the land,
 - (on a Loan Policy only) restrictions have not been and will not be violated that affect the validity and priority of the insured mortgage.
3. You must pay the seller or borrower the agreed amount for your property or interest.
4. Any defect, lien or other matter that may affect title to the land or interest insured, that arises or is filed after the effective date of this Commitment.
5. Note: Procedural Rule P-27 as provided for in Section 2561.202, Texas Insurance Code requires that "Good Funds" be received and deposited before a Title Agent may disburse from its Trust Fund Account. Procedural Rule P-27 provides a list of the types of financial documents and instruments which satisfy this requirement. Please be advised that we reserve the right to determine on a case-by-case basis what form of good funds is acceptable.
6. INTENTIONALLY DELETED
7. Note: An Affidavit was styled "Notice of Claim to the Ysleta Grant and Aboriginal Title Areas" and was filed in [Volume 2553, Page 1958](#), Real Property Records, El Paso County, Texas. The memorandum attached to this Affidavit states that "the claim is one for return of possession from third parties of all lands contained within the Ysleta, Senecu, Socorro and Ascarate Grants in El Paso County, Texas (based on aboriginal title and specific Spanish and Mexican Grants); as well as the balance of El Paso County and all of Hudspeth, Culberson, Jeff Davis, Brewster and Presidio Counties, Texas (based on aboriginal title only); and for damages for trespass and unlawful occupation and use." Upon request to the company, you may receive a copy of the Affidavit and memorandum. THE POLICY TO BE ISSUED TO YOU WILL NOT EXCEPT TO THE AFFIDAVIT OR CLAIMS REFLECTED BY THE AFFIDAVIT. THIS NOTE IS FOR INFORMATIONAL PURPOSES ONLY.

COMMITMENT FOR TITLE INSURANCE SCHEDULE D

ISSUED BY
STEWART TITLE GUARANTY COMPANY

Policy Commitment No.: 1919476

The information contained in this Schedule (D) does not affect title to or the lien upon the land described in Schedule A hereof, to be insured in any policy(ies) of title insurance to be issued in accordance with this Commitment.

As to **Stewart Title Guaranty Company**, the Underwriter herein, the following disclosures are made as of **January 1, 2022**:

A-1. Shareholders owning or controlling, or holding, directly or indirectly, ten percent (10%) or more of the shares of **Stewart Title Guaranty Company** as of the last day of the year preceding the date hereinabove set forth are as follows:

Stewart Information Services Corporation -100%

A-2. The members of the Board of Directors of **Stewart Title Guaranty Company** as of the last day of the year preceding the date hereinabove set forth are as follows: Frederick H. Eppinger, David C. Hisey, John L. Killea, Steven M. Lessack, Tara S. Smith, Brian K. Glaze, Pamela B. O'Brien and Mary P. Thomas.

A-3. The designated officers of **Stewart Title Guaranty Company** as of the last day of the year preceding the date hereinabove set forth are as follows: Frederick H. Eppinger, Chief Executive Officer & President; David C. Hisey, Chief Financial Officer - Secretary & Assistant Treasurer; Brad Rable, Chief Information Officer; Genady Vishnevetsky, Chief Information Security Officer; Emily Kain, Chief Human Resources Officer; Steven M. Lessack, Group President; Tara S. Smith, Group President - Agency Services; John L. Killea, General Counsel & Chief Compliance Officer; Charles M. Craig, Senior Vice President - Associate General Counsel & Senior Underwriting Counsel; James L. Gosdin, Senior Vice President - Chief Underwriting Counsel & Associate General Counsel; John Rothermel, Senior Vice President - Senior Underwriting Counsel; Heidi Junge, Senior Vice President - Regional Underwriting Counsel.

As to **Stewart Title Company** (Title Insurance Agent), the following disclosures are made:

B-1 Shareholders, owners, partners or other persons having, owning or controlling one percent (1%) or more of Title Insurance Agent are as follows: Stewart Title Guaranty Company – 100%

B-2 Shareholders, owners, partners, or other persons having, owning or controlling ten percent (10%) or more of an entity that has, owns or controls one percent (1%) or more of Title Insurance Agent are as follows:
Stewart Information Services Corporation - 100%

B-3 If Title Insurance Agent is a corporation, the following is a list of the members of the Board of Directors:

Frederick H. Eppinger, David C. Hisey, John L. Killea

B-4 If Title Insurance Agent is a corporation, the following is a list of its officers:

Frederick H. Eppinger	Chairman, Chief Executive Officer and President
David C. Hisey	Chief Financial Officer, Assistant Secretary-Treasurer
John L. Killea	Executive Vice President, Chief Legal Officer
Julie Warnock	Secretary, Assistant Treasurer
Scott Gray	Treasurer, Assistant Secretary

C-1. You are entitled to receive advance disclosure of settlement charges in connection with the proposed transaction to which this commitment relates. Upon your request, such disclosure will be made to you. Additionally, the name of any person, firm or corporation receiving a portion of the premium from the settlement of this transaction will be disclosed on the closing or settlement statement.

You are further advised that the estimated title premium* is:

Owner's Policy	\$12,225.00
Loan Policy	
Endorsement Charges	\$0.00
Other	
Total	\$12,225.00

Of this total amount 15% will be paid to Stewart Title Guaranty Company; 85% will be retained by the issuing Title Insurance Agent; and the remainder of the estimated premium will be paid to other parties as follows:

Amount	To Whom	For Service
\$ (or %)		
\$ (or %)		
\$ (or %)		

"The estimated premium is based upon information furnished to us as of the date of this Commitment for Title Insurance. Final determination of the amount of the premium will be made at closing in accordance with the Rules and Regulations adopted by the Commissioner of Insurance."

HIGHWAY: Spur 320
LIMITS: From Texas and New Mexico State Line to Loop 375
COUNTY: El Paso
ACCOUNT NO.:
ROW CSJ: 0665-02-003
OWNER: The City of El Paso

Property Description for Parcel 15

Being 1,651,769 square feet or 37.9194 acres of land situated in the E. V. Newman Survey, Abstract No. 5424, Sections 21, 28 and 29, Block 80, Township 1, Texas and Pacific Railroad Company Surveys, El Paso County, Texas and being part of a tract of land known as Parcel 1, conveyed to The City of El Paso by deed recorded in Volume 810, Page 1577, Official Public Records of Real Property El Paso County (O.P.R.R.P.E.P.C.) and being more particularly described by metes and bounds as follows:

COMMENCING, at a 2-inch iron pipe found for the common corner of Sections 20, 21, 28 and 29, Block 80, Township 1, said Texas and Pacific Railroad Company Surveys;

THENCE, South 01°59'29" West, with the common boundary of Sections 28 and 29, said Block 80, at a distance of 11.57 feet pass the northwesterly right-of-way of Dyer Street originally known as U.S. Highway 54 (Business), a 100 feet wide right-of-way as described by deed recorded in Volume 608, Page 173 and Page 175, Volume 609, Page 104 and Page 105, El Paso County Deed Records (E.P.C.D.R.) continuing for a total distance of 154.54 feet to a 5/8-inch iron rod with TxDOT aluminum cap set on the southeasterly right-of-way line of said Dyer Street for a northerly corner and **POINT OF BEGINNING** of the herein described parcel, having coordinates of N=10,723,619.84 and E=423,777.77, located 59.06 feet right of proposed Borderland Expressway Baseline Station 962+87.63;

1. **THENCE**, North 46°22'26" East, with said southeasterly right-of-way of Dyer Street, a distance of 273.39 feet to a TxDOT Type II brass cap monument found on the easterly right-of-way line of the proposed Spur 320, for the most northerly corner of the herein described parcel and the beginning of a Denial of Access Line, located 175.00 feet left of proposed Borderland Expressway Baseline Station 961+46.35;
2. **THENCE**, South 12°30'39" East, with said proposed easterly right-of-way line and Denial of Access Line, a distance of 1,525.60 feet to a TxDOT Type II brass cap monument found for an easterly corner of the herein described parcel, located 175.00 feet left of proposed Spur 320 Baseline Station 976+71.95;

CONTINUING with said proposed right-of-way and Denial of Access Line of the proposed Spur 320 the following calls, each to a TxDOT Type II brass cap monument found for a corner of the herein described parcel;

3. **THENCE** North 77°29'21" East, a distance of 28.24 feet, located 203.24 feet left of proposed Spur 320 Baseline Station 976+71.95;
4. **THENCE** South 12°30'39" East, a distance of 56.09 feet, located 203.24 feet left of proposed Spur 320 Baseline Station 977+28.05;
5. **THENCE** South 77°29'21" West, a distance of 28.24 feet, located 175.00 feet left of proposed Spur 320 Baseline Station 977+28.05;
6. **THENCE**, South 12°30'39" East, a distance of 743.76 feet, located 175.00 feet left of proposed Spur 320 Baseline Station 984+71.81;
7. **THENCE**, North 77°29'21" East, a distance of 28.00 feet, located 203.00 feet left of proposed Spur 320 Baseline Station 984+71.81;
8. **THENCE**, South 12°30'39" East, a distance of 49.91 feet, located 203.00 feet left of proposed Spur 320 Baseline Station 985+21.71;
9. **THENCE**, South 77°29'21" West, a distance of 28.00 feet located 175.00 feet left of proposed Spur 320 Baseline Station 985+21.71;
10. **THENCE**, South 12°30'39" East, a distance of 1,710.87 feet, located 175.00 feet left of proposed Spur 320 Baseline Station 1002+32.58;
11. **THENCE**, North 77°29'21" East, a distance of 45.00 feet, located 220.00 feet left of proposed Spur 320 Baseline Station 1002+32.58;
12. **THENCE**, South 12°30'39" East, continuing with said proposed easterly right-of-way and Denial of Access Line, a distance of 55.05 feet to a TxDOT Type II brass cap monument found on the northwesterly right-of-way line of Railroad Drive, a 120 feet wide right-of-way as described by deed recorded in Volume 1626, Page 295 E.P.C.D.R., for a southeasterly corner of the herein described parcel and the end of said Denial of Access Line, located 220.00 feet left of proposed Spur 320 Baseline Station 1002+87.63;
13. **THENCE**, South 31°31'50" West, with said northwesterly right-of-way line of Railroad Drive, a distance of 621.49 feet to a TxDOT Type II brass cap monument found on the westerly right-of-way line of said proposed Spur 320, for the most southerly corner of the herein described parcel and the beginning of a Denial of Access Line, located 212.04 feet right of proposed Spur 320 Baseline Station 1007+34.38;

14. **THENCE** North 12°30'39" West, with said proposed westerly right-of-way and Denial of Access Line, a distance of 90.11 feet to a TxDOT Type II brass cap monument found for a westerly corner of the herein described parcel, located 212.04 feet right of proposed Spur 320 Baseline Station 1006+44.27;

CONTINUING with said proposed westerly right-of-way and Denial of Access Line, the following calls, each to a TxDOT Type II brass cap monument found for a westerly corner of the herein described parcel;

15. **THENCE** North 78°01'44" East, a distance of 22.00 feet, located 190.05 feet right of proposed Spur 320 Baseline Station 1006+44.48;
16. **THENCE** North 11°58'16" West, a distance of 198.02 feet, located 188.18 feet right of proposed Spur 320 Baseline Station 1004+46.47;
17. **THENCE** South 77°58'25" West, a distance of 10.00 feet, located 198.18 feet right of proposed Spur 320 Baseline Station 1004+46.39;
18. **THENCE** North 12°26'14" West, a distance of 55.78 feet, located 198.11 feet right of proposed Spur 320 Baseline Station 1003+90.60;
19. **THENCE**, North 71°55'16" East, a distance of 10.05 feet, located 188.11 feet right of proposed Spur 320 Baseline Station 1003+89.63;
20. **THENCE**, North 12°26'14" West, a distance of 808.02 feet, located 187.07 feet right of proposed Spur 320 Baseline Station 995+81.61;
21. **THENCE**, South 76°44'07" West, a distance of 353.86 feet, located 540.90 feet right of proposed Spur 320 Baseline Station 995+86.27;
22. **THENCE**, North 13°15'53" West, a distance of 279.00 feet, located 544.57 feet right of proposed Spur 320 Baseline Station 993+07.29;
23. **THENCE**, North 76°44'07" East, a distance of 360.70 feet, located 183.91 feet right of proposed Spur 320 Baseline Station 993+02.54;
24. **THENCE**, North 12°36'35" West, continuing with said westerly right-of-way and Denial of Access Line, a distance of 2,936.50 feet to a TxDOT Type II brass cap monument found on the southeasterly right-of-way line of said Dyer Street, for a northerly corner of the herein described parcel and end of said Denial of Access Line, located 188.98 feet right of proposed Spur 320 Baseline Station 963+66.05;

25. **THENCE**, North 46°22'26" East, with said southeasterly right-of-way of Dyer Street, a distance of 151.75 feet to the **POINT OF BEGINNING** and containing 1,651,769 square feet or 37.9194 acres of the herein described Parcel. Note: Survey Plat to accompany this legal description.

Note: Access is prohibited across the "Denial of Access Line" to the highway facility from the remainder of the abutting property.

Bearings and coordinates are based upon the Texas Coordinate System of 1983, Central Zone (4203), NAD 83(2011) and are referenced to the TxDot RTN, Mount point NAD83_(2010)-West_VRS_RTCM. All distances and coordinates shown are surface values and may be converted to state plane values by dividing by the surface adjustment factor of 1.000231. The Unit of Measure is the U.S. Survey Foot.

I, Scott M. Fertak, a Registered Professional Land Surveyor, do hereby certify that this property description is a true and correct representation of a survey made on the ground, under my direction and supervision.



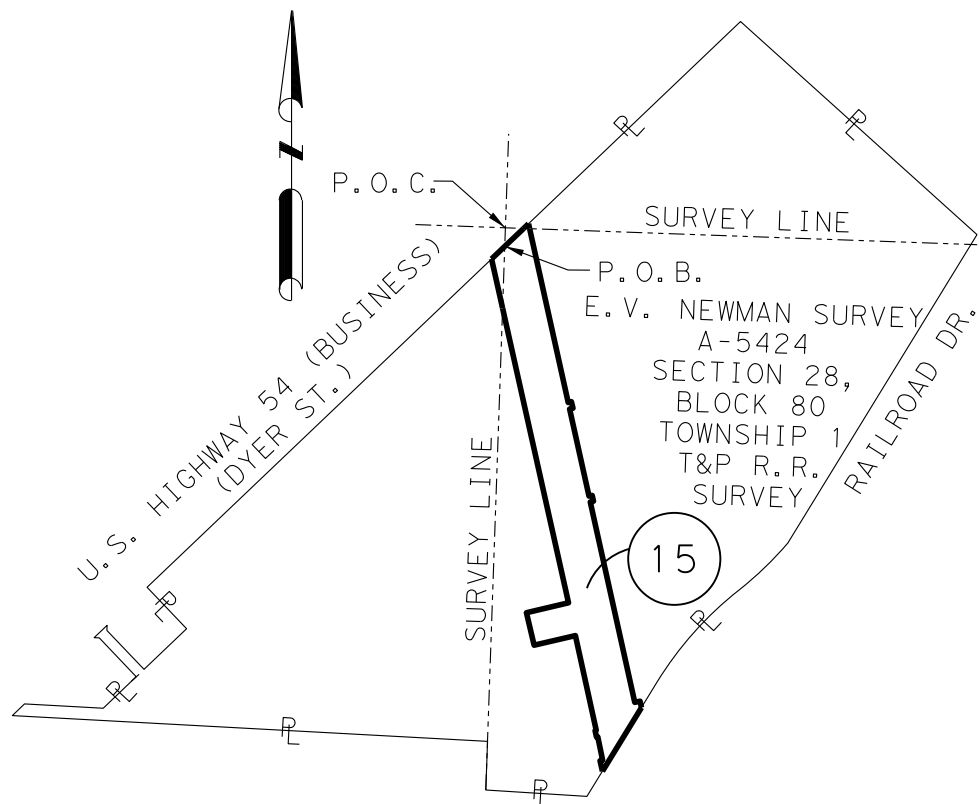
 18 JAN 2023

Scott M. Fertak
Registered Professional Land Surveyor
No. 5257

Revised 18 Jan 2023

LEGEND

E.P.C.P.R. - EL PASO COUNTY PLAT RECORDS
 E.P.C.D.R. - EL PASO COUNTY DEED RECORDS
 O.P.R.R.P.E.C. - OFFICIAL PUBLIC
 RECORDS OF REAL PROPERTY OF
 EL PASO COUNTY
 OVERHEAD UTILITIES — OU —
 EXIST. ROW LINE — P —
 PROPERTY LINE — III —
 DENIAL OF ACCESS LINE — x — x —
 SURVEY LINE — — — —
 FENCE — — — —
 CITY LIMITS
 U.E. - UTILITY EASEMENT
 A.E. - AERIAL EASEMENT
 B.L. - BUILDING LINE
 I.R. - IRON ROD
 I.P. - IRON PIPE
 ■ SET TXDOT TYPE II MON.
 (UNLESS OTHERWISE NOTED)
 □ FOUND TXDOT TYPE II MON.
 ● SET 5/8" I.R. W/TXDOT ALUM. CAP
 ○ FND 5/8" I.R. W/TXDOT ALUM. CAP
 (UNLESS OTHERWISE NOTED)



PARENT TRACT INSET FOR PARCEL NO. 15

N. T. S.

NOTES:

- 1) ALL BEARINGS AND COORDINATES ARE SURFACE AND IN U.S. SURVEY FEET BASED UPON THE TEXAS COORDINATE SYSTEM OF 1983 (NAD 83) STATE PLANE COORDINATES) (2011) CENTRAL ZONE (4203) WITH A SURFACE ADJUSTMENT FACTOR OF 1.00023100 (GRID X 1.00023100 = SURFACE COORDINATES) BASED UPON UTILIZING THE TXDOT EL PASO DISTRICT VIRTUAL REFERENCE NETWORK AUGUST, 2020.
- 2) FIELD SURVEYS PERFORMED DURING AUGUST, 2021.
- 3) RESEARCH FOR THIS PROJECT WAS PERFORMED AUGUST 2020.

I HEREBY CERTIFY THAT THIS SURVEY WAS MADE ON THE GROUND UNDER MY SUPERVISION AND THAT THIS PLAT CORRECTLY REPRESENTS THE FACTS AS FOUND AT THE TIME OF THE SURVEY.

Scott M. Fertak 14 July 2022

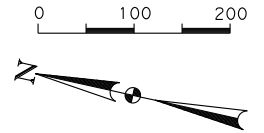
SCOTT M. FERTAK
 REGISTERED PROFESSIONAL LAND SURVEYOR
 NO. 5257



AREA TABLE (ACRES)			
EXISTING AC.	TAKING AC. /S. F.	REMAINDER AC.	
		LEFT	RIGHT
	37.9194 1,651,769		
LANDTECH 2525 North Loop West, Suite 300, Houston, Texas 77008 T: 713-861-7068 F: 713-861-4131 TBPELS Registration No. 10019100			
PARCEL PLAT SHOWING PARCEL 15 SPUR 320 EL PASO COUNTY R.C.S.J. NO. 0665-02-003 JUNE, 2022			
PAGE 5 OF 8		SCALE: N.T.S.	

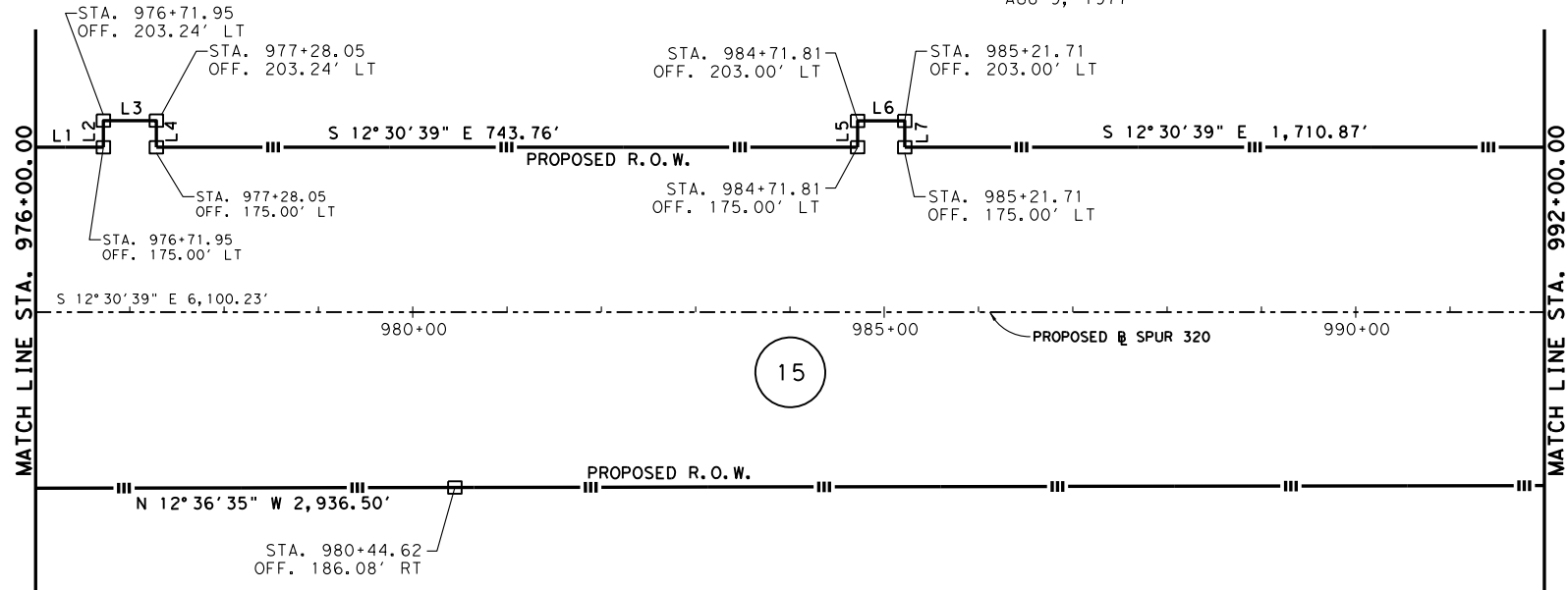


E.V. NEWMAN SURVEY
A-5424
SECTION 28, BLOCK 80
TOWNSHIP 1
T&P RAILROAD SURVEY



VOL. 810 PG. 1577 SUBJECT TO:
VOL. 875 PG. 611 - ESMT TO E.P.E.C. AND MT. STATES TELE.
SUR 29 BLK 80 INCLUSIVE
VOL. 723 PG. 622 - ESMT TO MT. STATES TELE.
SEC 21 LANDS LYING EAST OF US-54
VOL. 836 PG. 403 - ESMT TO E.P.N.G.
SUR 21 BLK 80 BETWEEN NEWMAN HWY (US-54) AND RR R-O-W
VOL. 313 PG. 399 - ESMT. TO TRI STATE TELEPHONE
SEC 28 BLK 80 TSP 1

CITY OF EL PASO
517.876 AC.
VOL 810, PG 1577
O.P.R.R.P.E.P.C.
AUG 9, 1977



CITY OF EL PASO
187.87 AC.
VOL 810, PG 1577,
O.P.R.R.P.E.P.C.
AUG 9, 1977

LINE DATA		
LINE	BEARING	LENGTH
L1	S 12° 30' 39" E	1,525.60'
L2	N 77° 29' 21" E	28.24'
L3	S 12° 30' 39" E	56.09'
L4	S 77° 29' 21" W	28.24'
L5	N 77° 29' 21" E	28.00'
L6	S 12° 30' 39" E	49.91'
L7	S 77° 29' 21" W	28.00'

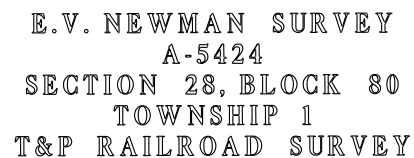
LANDTECH

2525 North Loop West, Suite 300,
Houston, Texas 77008
T: 713-861-7068 F: 713-861-4131
TBPELS Registration No. 10019100

PARCEL PLAT
SHOWING

PARCEL 15

SPUR 320
EL PASO COUNTY
R.C.S.J. NO. 0665-02-003
JUNE, 2022



LINE DATA		
LINE	BEARING	LENGTH
L1	N 77°29'21" E	45.00
L2	S 12°30'39" E	55.05
L3	N 12°30'39" W	90.11
L4	N 78°01'44" E	22.00
L5	N 11°58'16" W	198.02
L6	S 77°58'25" W	10.00
L7	N 12°26'14" W	55.78
L8	N 71°55'16" E	10.05

2525 North Loop West, Suite 300,
Houston, Texas 77008
T: 713-861-7068 F: 713-861-4131
TBPELS Registration No. 10019100

R. C. S. J. NO. 0665-02-003
JUNE, 2022

SCALE: 1" = 200'

STEWART TITLE GUARANTY COMPANY

DELETION OF ARBITRATION PROVISION

(Not applicable to the Texas Residential Owner's Policy)

ARBITRATION is a common form of alternative dispute resolution. It can be a quicker and cheaper means to settle a dispute with your Title Insurance Company. However, if you agree to arbitrate, you give up your right to take the Title Insurance Company to court and your rights to discovery of evidence may be limited in the arbitration process. In addition, you cannot usually appeal an arbitrator's award.

Your policy contains an arbitration provision (shown below). It allows you or the Company to require arbitration if the amount of insurance is \$2,000,000 or less. If you want to retain your right to sue the Company in case of a dispute over a claim, you must request deletion of the arbitration provision before the policy is issued. You can do this by signing this form and returning it to the Company at or before the closing of your real estate transaction or by writing to the Company.

The arbitration provision in the Policy is as follows:

"Either the Company or the Insured may demand that the claim or controversy shall be submitted to arbitration pursuant to the Title Insurance Arbitration Rules of the American Land Title Association ("Rules"). Except as provided in the Rules, there shall be no joinder or consolidation with claims or controversies of other persons. Arbitrable matters may include, but are not limited to, any controversy or claim between the Company and the Insured arising out of or relating to this policy, any service in connection with its issuance or the breach of a policy provision, or to any other controversy or claim arising out of the transaction giving rise to this policy. All arbitrable matters when the Amount of Insurance is \$2,000,000 or less shall be arbitrated at the option of either the Company or the Insured, unless the Insured is an individual person (as distinguished from an Entity). All arbitrable matters when the Amount of Insurance is in excess of \$2,000,000 shall be arbitrated only when agreed to by both the Company and the Insured. Arbitration pursuant to this policy and under the Rules shall be binding upon the parties. Judgment upon the award rendered by the Arbitrator(s) may be entered in any court of competent jurisdiction."

SIGNATURE

DATE

STEWART TITLE GUARANTY COMPANY PRIVACY NOTICE

This Stewart Title Guaranty Company Privacy Notice ("Notice") explains how Stewart Title Guaranty Company and its subsidiary title insurance companies (collectively, "Stewart") collect, use, and protect personal information, when and to whom we disclose such information, and the choices you have about the use and disclosure of your information. Pursuant to Title V of the Gramm-Leach Bliley Act ("GLBA") and other Federal and state laws and regulations applicable to financial institutions, consumers have the right to limit some, but not all sharing of their personal information. Please read this Notice carefully to understand how Stewart uses your personal information.

The types of personal information Stewart collects, and shares depends on the product or service you have requested.

Stewart may collect the following categories of personal and financial information from you throughout your transaction:

1. Identifiers: Real name, alias, online IP address if accessing company websites, email address, account name, unique online identifier, social security number, driver's license number, passport number, or other similar identifiers;
2. Demographic Information: Marital status, gender, date of birth.
3. Personal Information and Personal Financial Information: Name, signature, social security number, physical characteristics or description, address, telephone number, insurance policy number, education, employment, employment history, bank account number, credit card number, debit card number, credit reports, or any other information necessary to complete the transaction.

Stewart may collect personal information about you from:

1. Publicly available information from government records.
2. Information we receive directly from you or your agent(s), such as your lender or real estate broker;
3. Information about your transactions with Stewart, our affiliates, or others; and
4. Information we receive from consumer reporting agencies and/or governmental entities, either directly from these entities or through others.

Stewart may use your personal information for the following purposes:

1. To provide products and services to you or in connection with a transaction.
2. To improve our products and services.
3. To communicate with you about our, our affiliates', and others' products and services, jointly or independently.

Stewart may use or disclose the personal information we collect for one or more of the following purposes:

- To fulfill or meet the reason for which the information is provided.
- To provide, support, personalize, and develop our website, products, and services.
- To create, maintain, customize, and secure your account with Stewart.
- To process your requests, purchases, transactions, and payments and prevent transactional fraud.
- To prevent and/or process claims.
- To assist third party vendors/service providers who complete transactions or perform services on Stewart's behalf pursuant to valid service provider agreements.
- As necessary or appropriate to protect the rights, property or safety of Stewart, our customers or others.
- To provide you with support and to respond to your inquiries, including to investigate and address your concerns and monitor and improve our responses.
- To help maintain the safety, security, and integrity of our website, products and services, databases and other technology-based assets, and business.
- To respond to law enforcement or regulator requests as required by applicable law, court order, or governmental regulations.
- Auditing for compliance with federal and state laws, rules and regulations.

- Performing services including maintaining or servicing accounts, providing customer service, processing or fulfilling orders and transactions, verifying customer information, processing payments.
- To evaluate or conduct a merger, divestiture, restructuring, reorganization, dissolution, or other sale or transfer of some or all of our assets, whether as a going concern or as part of bankruptcy, liquidation, or similar proceeding, in which personal information held by us is among the assets transferred.

Stewart will not collect additional categories of personal information or use the personal information we collected for materially different, unrelated, or incompatible purposes without providing you notice.

Disclosure of Personal Information to Affiliated Companies and Nonaffiliated Third Parties

Stewart does not sell your personal information to nonaffiliated third parties. Stewart may share your information with those you have designated as your agent throughout the course of your transaction (for example, a realtor, broker, or a lender). Stewart may disclose your personal information to a non-affiliated third party for a business purpose. Typically, when we disclose personal information for a business purpose, we enter in a contract that describes the purpose and requires the recipient to both keep that personal information confidential and not use it for any purpose except performing the contract.

We share your personal information with the following categories of third parties:

- Non-affiliated service providers and vendors we contract with to render specific services (For example, search companies, mobile notaries, and companies providing credit/debit card processing, billing, shipping, repair, customer service, auditing, marketing, etc.)
- To enable Stewart to prevent criminal activity, fraud, material misrepresentation, or nondisclosure.
- Stewart's affiliated and subsidiary companies.
- Non-affiliated third-party service providers with whom we perform joint marketing, pursuant to an agreement with them to jointly market financial products or services to you.
- Parties involved in litigation and attorneys, as required by law.
- Financial rating organizations, rating bureaus and trade associations.
- Federal and State Regulators, law enforcement and other government entities to law enforcement or authorities in connection with an investigation, or in response to a subpoena or court order.

The law does not require your prior authorization or consent and does not allow you to restrict the disclosures described above. Additionally, we may disclose your information to third parties for whom you have given us authorization or consent to make such disclosure. We do not otherwise share your Personal Information or Browsing Information with non-affiliated third parties, except as required or permitted by law.

Right to Limit Use of Your Personal Information

You have the right to opt-out of sharing of your personal information among our affiliates to directly market to you. To opt-out of sharing to our affiliates for direct marketing, you may send an "opt out" request to Privacyrequest@stewart.com, or contact us through other available methods provided under "Contact Information" in this Notice. We do not share your Personal Information with nonaffiliates for their use to direct market to you without your consent.

How Stewart Protects Your Personal Information

Stewart maintains physical, technical and administrative safeguards and policies to protect your personal information.

Contact Information

If you have questions or comments about this Notice, the ways in which Stewart collects and uses your information described herein, your choices and rights regarding such use, or wish to exercise your rights under law, please do not hesitate to contact us at:

Phone: Toll Free at 1-866-571-9270

Email: Privacyrequest@stewart.com

Postal Address: Stewart Information Services Corporation
Attn: Mary Thomas, Chief Compliance and Regulatory Officer
1360 Post Oak Blvd., Ste. 100, MC #14-1
Houston, TX 77056

Privacy Notice at Collection for California Residents

Pursuant to the California Consumer Privacy Act of 2018 ("CCPA") and the California Privacy Rights Act of 2020, effective January 1, 2023 ("CPRA"), Stewart Information Services Corporation and its subsidiary companies (collectively, "Stewart") are providing this **Privacy Notice at Collection for California Residents** ("CCPA & CPRA Notice"). This CCPA & CPRA Notice supplements the information contained in Stewart's existing privacy notice and applies solely to all visitors, users, and consumers and others who reside in the State of California or are considered California Residents as defined in the CCPA & CPRA ("consumers" or "you"). All terms defined in the CCPA & CPRA have the same meaning when used in this Notice.

Personal and Sensitive Personal Information Stewart Collects

- Publicly available information from government records.
- Deidentified or aggregated consumer information.
- Certain personal information protected by other sector-specific federal or California laws, including but not limited to the Fair Credit Reporting Act (FCRA), Gramm Leach Bliley Act (GLBA) and California Financial Information Privacy Act (FIPA).

Specifically, Stewart has collected the following categories of **personal and sensitive personal information** from consumers within the last twelve (12) months:

Category	Examples	Collected
A. Identifiers.	A real name, alias, postal address, unique personal identifier, online identifier, Internet Protocol address, email address, account name, Social Security number, driver's license number, passport number, or other similar identifiers.	YES
B. Personal information categories listed in the California Customer Records statute (Cal. Civ. Code § 1798.80(e)).	A name, signature, Social Security number, physical characteristics or description, address, telephone number, passport number, driver's license or state identification card number, insurance policy number, education, employment, employment history, bank account number, credit card number, debit card number, or any other financial information, medical information, or health insurance information. Some personal information included in this category may overlap with other categories.	YES
C. Protected classification characteristics under California or federal law.	Age (40 years or older), race, color, ancestry, national origin, citizenship, religion or creed, marital status, medical condition, physical or mental disability, sex (including gender, gender identity, gender expression, pregnancy or childbirth and related medical conditions), sexual orientation, veteran or military status, genetic information (including familial genetic information).	YES
D. Commercial information.	Records of personal property, products or services purchased, obtained, or considered, or other purchasing or consuming histories or tendencies.	YES
E. Biometric information.	Genetic, physiological, behavioral, and biological characteristics, or activity patterns used to extract a template or other identifier or identifying information, such as, fingerprints, faceprints, and voiceprints, iris or retina scans, keystroke, gait, or other physical patterns, and sleep, health, or exercise data.	YES
F. Internet or other similar network activity.	Browsing history, search history, information on a consumer's interaction with a website, application, or advertisement.	YES
G. Geolocation data.	Physical location or movements.	YES

H. Sensory data.	Audio, electronic, visual, thermal, olfactory, or similar information.	YES
I. Professional or employment-related information.	Current or past job history or performance evaluations.	YES
J. Non-public education information (per the Family Educational Rights and Privacy Act (20 U.S.C. Section 1232g, 34 C.F.R. Part 99)).	Education records directly related to a student maintained by an educational institution or party acting on its behalf, such as grades, transcripts, class lists, student schedules, student identification codes, student financial information, or student disciplinary records.	YES
K. Inferences drawn from other personal information.	Profile reflecting a person's preferences, characteristics, psychological trends, predispositions, behavior, attitudes, intelligence, abilities, and aptitudes.	YES

Stewart obtains the categories of personal and sensitive information listed above from the following categories of sources:

- Directly and indirectly from customers, their designees, or their agents (For example, realtors, lenders, attorneys, brokers, etc.)
- Directly and indirectly from activity on Stewart's website or other applications.
- From third-parties that interact with Stewart in connection with the services we provide.

Use of Personal and Sensitive Personal Information

Stewart may use or disclose the personal or sensitive information we collect for one or more of the following purposes:

- To fulfill or meet the reason for which the information is provided.
- To provide, support, personalize, and develop our website, products, and services.
- To create, maintain, customize, and secure your account with Stewart.
- To process your requests, purchases, transactions, and payments and prevent transactional fraud.
- To prevent and/or process claims.
- To assist third party vendors/service providers who complete transactions or perform services on Stewart's behalf pursuant to valid service provider agreements.
- As necessary or appropriate to protect the rights, property or safety of Stewart, our customers or others.
- To provide you with support and to respond to your inquiries, including to investigate and address your concerns and monitor and improve our responses.
- To personalize your website experience and to deliver content and product and service offerings relevant to your interests, including targeted offers and ads through our website, third-party sites, and via email or text message (with your consent, where required by law).
- To help maintain the safety, security, and integrity of our website, products and services, databases and other technology-based assets, and business.
- To respond to law enforcement or regulator requests as required by applicable law, court order, or governmental regulations.
- Auditing for compliance with federal and state laws, rules and regulations.
- Performing services including maintaining or servicing accounts, providing customer service, processing or fulfilling orders and transactions, verifying customer information, processing payments, providing advertising or marketing services or other similar services.
- To evaluate or conduct a merger, divestiture, restructuring, reorganization, dissolution, or other sale or transfer of some or all of our assets, whether as a going concern or as part of bankruptcy, liquidation, or similar proceeding, in which personal information held by us is among the assets transferred.

Stewart will not collect additional categories of personal or sensitive information or use the personal or sensitive information we collected for materially different, unrelated, or incompatible purposes without providing you notice.

Disclosure of Personal Information to Affiliated Companies and Nonaffiliated Third Parties

Stewart does not sell your personal information to nonaffiliated third parties. Stewart may share your information with those you have designated as your agent throughout the course of your transaction (for example, a realtor, broker, or a lender). Stewart may disclose your personal information to a third party for a business purpose.

Typically, when we disclose personal information for a business purpose, we enter into a contract that describes the purpose and requires the recipient to both keep that personal information confidential and not use it for any purpose except performing the contract.

We share your personal information with the following categories of third parties:

- a. Service providers and vendors we contract with to render specific services (For example, search companies, mobile notaries, and companies providing credit/debit card processing, billing, shipping, repair, customer service, auditing, marketing, etc.)
- b. Affiliated Companies.
- c. Parties involved in litigation and attorneys, as required by law.
- d. Financial rating organizations, rating bureaus and trade associations.
- e. Federal and State Regulators, law enforcement and other government entities

In the preceding twelve (12) months, Stewart has disclosed the following categories of personal information for a business purpose:

Category A: Identifiers

Category B: California Customer Records personal information categories

Category C: Protected classification characteristics under California or federal law

Category D: Commercial Information

Category E: Biometric Information

Category F: Internet or other similar network activity

Category G: Geolocation data

Category H: Sensory data

Category I: Professional or employment-related information

Category J: Non-public education information

Category K: Inferences

Your Consumer Rights and Choices Under CCPA and CPRA

Your Rights Under CCPA

The CCPA provides consumers (California residents as defined in the CCPA) with specific rights regarding their personal information. This section describes your CCPA rights and explains how to exercise those rights.

Access to Specific Information and Data Portability Rights

You have the right to request that Stewart disclose certain information to you about our collection and use of your personal information over the past 12 months. Once we receive and confirm your verifiable consumer request, Stewart will disclose to you:

- The categories of personal information Stewart collected about you.
- The categories of sources for the personal information Stewart collected about you.
- Stewart's business or commercial purpose for collecting that personal information.
- The categories of third parties with whom Stewart shares that personal information.
- The specific pieces of personal information Stewart collected about you (also called a data portability request).
- If Stewart disclosed your personal data for a business purpose, a listing identifying the personal information categories that each category of recipient obtained.

Deletion Request Rights

You have the right to request that Stewart delete any of your personal information we collected from you and retained, subject to certain exceptions. Once we receive and confirm your verifiable consumer request, Stewart will delete (and direct our service providers to delete) your personal information from our records, unless an exception applies.

Stewart may deny your deletion request if retaining the information is necessary for us or our service providers to:

1. Complete the transaction for which we collected the personal information, provide a good or service that you requested, take actions reasonably anticipated within the context of our ongoing business relationship with you, or otherwise perform our contract with you.
2. Detect security incidents, protect against malicious, deceptive, fraudulent, or illegal activity, or prosecute those responsible for such activities.
3. Debug products to identify and repair errors that impair existing intended functionality.
4. Exercise free speech, ensure the right of another consumer to exercise their free speech rights, or exercise another right provided for by law.
5. Comply with the California Electronic Communications Privacy Act (Cal. Penal Code § 1546 *seq.*).
6. Engage in public or peer-reviewed scientific, historical, or statistical research in the public interest that adheres to all other applicable ethics and privacy laws, when the information's deletion may likely render impossible or seriously impair the research's achievement, if you previously provided informed consent.
7. Enable solely internal uses that are reasonably aligned with consumer expectations based on your relationship with us.
8. Comply with a legal obligation.
9. Make other internal and lawful uses of that information that are compatible with the context in which you provided it.

Your Rights Under CPRA

CPRA expands upon your consumer rights and protections offered by the CCPA. This section describes your CPRA rights and explains how to exercise those rights.

Opt-Out of Information Sharing and Selling

Stewart does not share or sell information to third parties, as the terms are defined under the CCPA and CPRA. Stewart only shares your personal information as commercially necessary and in accordance with this CCPA & CPRA Notice.

Correction of Inaccurate Information

You have the right to request that Stewart correct any inaccurate information maintained about.

Limit the Use of Sensitive Personal Information

You have the right to limit how your sensitive personal information, as defined in the CCPA and CPRA is disclosed or shared with third parties.

Exercising Your Rights Under CCPA and CPRA

To exercise the access, data portability, deletion, opt-out, correction, or limitation rights described above, please submit a verifiable consumer request to us by the available means provided below:

1. Calling us Toll Free at 1-866-571-9270; or
2. Emailing us at Privacyrequest@stewart.com; or
3. Visiting <http://stewart.com/ccpa>.

Only you, or someone legally authorized to act on your behalf, may make a verifiable consumer request related to your personal information. You may also make a verifiable consumer request on behalf of your minor child, if applicable.

To designate an authorized agent, please contact Stewart through one of the methods mentioned above.

You may only make a verifiable consumer request for access or data portability twice within a 12-month period. The verifiable consumer request must:

- Provide sufficient information that allows us to reasonably verify you are the person about whom we collected personal information or an authorized representative.
- Describe your request with sufficient detail that allows us to properly understand, evaluate, and respond to it.

Stewart cannot respond to your request or provide you with personal information if we cannot verify your identity or authority to make the request and confirm the personal information relates to you.

Making a verifiable consumer request does not require you to create an account with Stewart.

Response Timing and Format

We endeavor to respond to a verifiable consumer request within forty-five (45) days of its receipt. If we require more time (up to an additional 45 days), we will inform you of the reason and extension period in writing.

A written response will be delivered by mail or electronically, at your option.

Any disclosures we provide will only cover the 12-month period preceding the verifiable consumer request's receipt. The response we provide will also explain the reasons we cannot comply with a request, if applicable. For data portability requests, we will select a format to provide your personal information that is readily useable and should allow you to transmit the information from one entity to another entity without hindrance.

Stewart does not charge a fee to process or respond to your verifiable consumer request unless it is excessive, repetitive, or manifestly unfounded. If we determine that the request warrants a fee, we will tell you why we made that decision and provide you with a cost estimate before completing your request.

Non-Discrimination

Stewart will not discriminate against you for exercising any of your CCPA and CPRA rights. Unless permitted by the CCPA or CPRA, we will not:

- Deny you goods or services.
- Charge you a different prices or rates for goods or services, including through granting discounts or other benefits, or imposing penalties.
- Provide you a different level or quality of goods or services.
- Suggest that you may receive a different price or rate for goods or services or a different level or quality of goods or services.

Record Retention

Your personal information will not be kept for longer than is necessary for the business purpose for which it is collected and processed. We will retain your personal information and records based on established record retention policies pursuant to California law and in compliance with all federal and state retention obligations. Additionally, we will retain your personal information to comply with applicable laws, regulations, and legal processes (such as responding to subpoenas or court orders), and to respond to legal claims, resolve disputes, and comply with legal or regulatory recordkeeping requirements

Changes to This CCPRA & CPRA Notice

Stewart reserves the right to amend this CCPA & CPRA Notice at our discretion and at any time. When we make changes to this CCPA & CPRA Notice, we will post the updated Notice on Stewart's website and update the Notice's effective date.

Link to Privacy Notice

Stewarts Privacy Notice can be found on our website at <https://www.stewart.com/en/privacy.html>.

Contact Information

If you have questions or comments about this notice, the ways in which Stewart collects and uses your information described herein, your choices and rights regarding such use, or wish to exercise your rights under California law, please do not hesitate to contact us at:

Phone: Toll Free at 1-866-571-9270

Website: <http://stewart.com/ccpa>

Email: Privacyrequest@stewart.com

Postal Address: Stewart Information Services Corporation
Attn: Mary Thomas, Chief Compliance and Regulatory Officer
1360 Post Oak Blvd., Ste. 100, MC #14-1
Houston, TX 77056



El Paso, TX

300 N. Campbell
El Paso, TX

Legislation Text

File #: 23-1015, **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

Capital Improvement Department, Yvette Hernandez, (915) 212-0065

AGENDA LANGUAGE:

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

Discussion and that the City Council hereby approves the transfer of funds from Capital Program Savings in the amount of \$1,105,697.20 to the Project for the purpose of funding the completion of Campbell Street, from Cesar E. Chavez Border Highway to 6th Avenue under a new construction contract; and that the City Manager is authorized to sign all documents necessary to accomplish the said transfer of funds.

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

AGENDA DATE: August 01, 2023
PUBLIC HEARING DATE: N/A
CONTACT PERSON(S) NAME AND PHONE NUMBER: Yvette Hernandez, (915) 212-0065
DISTRICT(S) AFFECTED: 8
STRATEGIC GOAL: No.7: Enhance and Sustain El Paso's Infrastructure Network
SUBGOAL: N/A

SUBJECT:

Discussion and action that the City Council hereby approves the transfer of funds from Capital Program Savings in the amount of \$1,105,697.20 to the Project for the purpose of funding the completion of Campbell Street, from Cesar E. Chavez Border Highway to 6th Avenue under a new construction contract; and that the City Manager is authorized to sign all documents necessary to accomplish the said transfer of funds.

BACKGROUND / DISCUSSION:

City Council approved the termination of the CBD IV construction contract on June 20, 2023. The City intends to award a new construction contract for the completion of the improvements on Campbell from Cesar E Chavez Border Highway to 6th Avenue using project savings to pay for the portion of work that was not completed under the terminated contract. Council approval is required for the budget transfer.

PRIOR COUNCIL ACTION:

N/A

AMOUNT AND SOURCE OF FUNDING:

PCPBalance (project savings) - \$1,105,697.20

HAVE ALL AFFECTED DEPARTMENTS BEEN NOTIFIED? X YES ___ NO

PRIMARY DEPARTMENT: Capital Improvement Department

SECONDARY DEPARTMENT:

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

DEPARTMENT HEAD:

Yvette Hernandez

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

RESOLUTION

WHEREAS, by Resolution of June 20, 2023, the El Paso City Council approved the termination of Contract No. 2021-0026 Central Business District, Phase IV (“Terminated Contract”);

WHEREAS, the Terminated Contract’s scope of work includes the limits of the Campbell Street Reconstruction Project from Cesar E. Chavez Border Highway to 6th Avenue along South Campbell Street (“Project”);

WHEREAS, portions of the Central Business District, Phase IV were not completed under the Terminated Contract;

WHEREAS, the City intends to award a new construction contract for the completion of the Project;

WHEREAS, funds are available in the City’s PCPBalance fund to pay for completion of the Project;

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

That the City Council hereby approves the transfer of funds in the amount of \$1,105,697.20 from PCPBalance to the Project for the purpose of funding the completion of the Campbell Street, from Cesar E. Chavez Border Highway to 6th Avenue under a new construction contract; and that the City Manager is authorized to sign all documents necessary to accomplish said transfer of funds.

APPROVED this _____ day of August, 2023.


THE CITY OF EL PASO

ATTEST:

Oscar Leeser, Mayor


Laura D. Prine
City Clerk

APPROVED AS TO FORM:



Roberta Brito
Senior Assistant City Attorney

APPROVED AS TO CONTENT:



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



Legislation Text

File #: 23-952, 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

Purchasing and Strategic Sourcing, K. Nicole Cote, (915) 212-1092

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.

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 2023-0551 Campbell Street Reconstruction to KARLSRUHER, INC. dba CSA Constructors for an estimated total award of \$1,944,289.25. The project consists of street, parkway, water, sewer, and drainage improvements on Campbell Street from Cesar E. Chavez Border Highway to 6th Avenue.

Department:	Capital Improvement
Award to:	KARLSRUHER, INC. dba CSA Constructors
	El Paso, TX
Item(s):	All
Initial Term:	82 Working Days
Base Bid I:	\$1,437,302.26
Base Bid II:	\$188,526.75
Base Bid III:	\$91,738.35
Base Bid IV:	\$226,721.89
Total Estimated Award:	\$1,944,289.25
Funding Sources:	2011, 2017 Certificates of Obligation and Other Outside Sources - El Paso Water Utilities (EPWU)
Accounts:	190-4970-580270-38030-PCP23TRAN14 190-4530-580270-28330-PCP23TRAN14 190-4741-580270-38290-PCP23TRAN14
District(s):	8

This is a Low Bid procurement, unit price contract.

The Purchasing & Strategic Sourcing and Capital Improvement Departments recommend award as indicated to KARLSRUHER, INC. dba CSA Constructors, the lowest responsive and responsible bidder.

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

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: August 1, 2023
PUBLIC HEARING DATE: Not Applicable

CONTACT PERSON(S) NAME AND PHONE NUMBER:
K. Nicole Cote, Managing Director (915) 212-1092
Yvette Hernandez, City Engineer, (915) 212-1860

DISTRICT(S) AFFECTED: 8

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 2023-0551 Campbell Street Reconstruction to KARLSRUHER, INC. dba CSA Constructors for a total estimated award of \$1,944,289.25

BACKGROUND / DISCUSSION:
The project will consist of street, parkway, water, sewer and drainage improvements on Campbell Street, from Cesar E. Chavez Border Highway to 6th Avenue.

SELECTION SUMMARY:
Solicitation was advertised on May 16, 2023 and May 23, 2023. The solicitation was posted on City website on May 16, 2023. There was a total of thirty (30) views online; six (6) bids were received; all from local suppliers.

CONTRACT VARIANCE:
N/A

PROTEST
No protest received for this requirement.

PRIOR COUNCIL ACTION:
N/A


AMOUNT AND SOURCE OF FUNDING:
Amount: \$1,944,289.25
Funding Source: 2011, 2017 Certificates of Obligation and Other Outside Sources - EPWU
Accounts: 190-4970-580270-38030-PCP23TRAN14
190-4530-580270-28330-PCP23TRAN14
190-4741-580270-38290-PCP23TRAN14

HAVE ALL AFFECTED DEPARTMENTS BEEN NOTIFIED? ☒ YES ☐ NO

PRIMARY DEPARTMENT: Capital Improvement
SECONDARY DEPARTMENT: Purchasing & Strategic Sourcing

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

DEPARTMENT HEAD:



Yvette Hernandez, City Engineer

**COUNCIL PROJECT FORM
(Low Bid)**

*******POSTING LANGUAGE BELOW*******

Please place the following item on the **REGULAR AGENDA** for the Council Meeting of **August 1, 2023**.

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 2023-0551 Campbell Street Reconstruction to KARLSRUHER, INC. dba CSA Constructors for an estimated total award of \$1,944,289.25. The project will consist of street, parkway, water, sewer and drainage improvements on Campbell Street, from Cesar E. Chavez Border Highway to 6th Avenue.

Department:	Capital Improvement
Award to:	KARLSRUHER, INC. dba CSA Constructors
	El Paso, TX
Item(s):	All
Initial Term:	82 Working Days
Base Bid I:	\$1,437,302.26
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	190-4530-580270-28330-PCP23TRAN14
	190-4741-580270-38290-PCP23TRAN14
District(s):	8

This is a Low Bid procurement, unit price contract.

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

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.

Bid Tab Summary

2023-0551 Campbell Street Reconstruction

	Contractor	Base Bid I	Base Bid II	Base Bid III	Base Bid IV	Total Amount
1	Karlruher Inc. dba CSA Constructors	\$1,437,302.26	\$188,526.75	\$91,738.35	\$226,721.89	\$1,944,289.25
2	International Eagle Enterprise, Inc.	\$1,463,120.85	\$185,750.00	\$118,150.00	\$211,815.00	\$1,978,835.85
3	Martinez Bros. Contractors, LLC	\$1,366,035.50	\$235,635.00	\$132,198.25	\$332,827.25	\$2,066,696.00
4	Allen Concrete, LLC	\$1,352,881.68	\$356,770.00	\$193,059.50	\$211,870.00	\$2,114,581.18
5	Horizone, Construction 1, LTD.	\$1,562,287.31	\$376,194.58	\$202,807.51	\$278,152.94	\$2,419,442.34
6	Aztec Contractors, Inc.	\$1,562,962.99	\$399,966.83	\$195,084.29	\$323,793.39	\$2,481,807.50



CITY OF EL PASO REVISED PRICE TABULATION



BID TITLE: CAMPBELL STREET RECONSTRUCTION

BID NUMBER: 2023-0551

BID DATE: JUNE 14, 2023

DEPARTMENT: CAPITAL IMPROVEMENT

						Allen Concrete, LLC El Paso, TX Bidder 1 of 6		Aztec Contractors, Inc. El Paso, TX Bidder 2 of 6		Karlsruher Inc. dba CSA Constructors El Paso, TX Bidder 3 of 6	
BASE BID I											
ITEM NO.	ITEM - CODE		BRIEF DESCRIPTION OF ITEM	UNIT	QTY.	UNIT PRICE	TOTAL AMOUNT	UNIT PRICE	TOTAL AMOUNT	UNIT PRICE	TOTAL AMOUNT
	ITEM NO.	CODE NO									
1	500	6001	MOBILIZATION	LS	1.00	\$ 47,865.00	\$ 47,865.00	\$ 87,925.23	\$ 87,925.23	\$ 77,400.00	\$ 77,400.00
2	100	6002	PREPARING ROW	STA	7.50	\$ 2,000.00	\$ 15,000.00	\$ 1,500.21	\$ 11,251.58 Bidder's Price: \$11,251.56	\$ 1,290.00	\$ 9,675.00
3	105	6011	REMOVING STAB BASE AND ASPH PAV (2"-6")	SY	50.00	\$ 25.00	\$ 1,250.00	\$ 40.61	\$ 2,030.50 Bidder's Price: \$2,030.31	\$ 15.48	\$ 774.00
4	110	6001	EXCAVATION (ROADWAY)	CY	796.00	\$ 28.50	\$ 22,686.00	\$ 9.19	\$ 7,315.24 Bidder's Price: \$7,316.89	\$ 29.35	\$ 23,362.60
5	132	6002	EMBANKMENT (FINAL)(DENS CONT)(TY A)	CY	515.00	\$ 38.50	\$ 19,827.50	\$ 10.13	\$ 5,216.95 Bidder's Price: 5,215.12	\$ 45.15	\$ 23,252.25
6	170	6001	IRRIGATION SYSTEM	LS	1.00	\$ 40,250.00	\$ 40,250.00	\$ 63,022.23	\$ 63,022.23	\$ 46,440.00	\$ 46,440.00
7	192	6004	PLANT MATERIAL (5-GAL)	EA	42.00	\$ 41.00	\$ 1,722.00	\$ 165.40	\$ 6,946.80 Bidder's Price: \$6,946.75	\$ 50.31	\$ 2,113.02
8	192	6024	PLANT MATERIAL (30 GAL) (TREE)	EA	65.00	\$ 729.00	\$ 47,385.00	\$ 1,181.36	\$ 76,788.40 Bidder's Price: \$76,788.13	\$ 877.00	\$ 57,005.00
9	496	6007	REMOV STR (PIPE)	LF	92.00	\$ 35.00	\$ 3,220.00	\$ 17.83	\$ 1,640.36 Bidder's Price: \$1,640.77	\$ 64.50	\$ 5,934.00
10	528	600	LANDSCAPE PAVERS	SY	124.00	\$ 142.00	\$ 17,608.00	\$ 136.65	\$ 16,944.60 Bidder's Price: \$16,945.20	\$ 45.15	\$ 5,598.60
11	1004	6001	TREE PROTECTION	EA	7.00	\$ 300.00	\$ 2,100.00	\$ 807.88	\$ 5,655.16 Bidder's Price: \$5,655.17	\$ 322.50	\$ 2,257.50
12	1005	6001	LOOSE AGGR FOR GROUNDCOVER (TYPE I)	CY	111.00	\$ 140.00	\$ 15,540.00	\$ 131.82	\$ 14,632.02 Bidder's Price: \$14,631.52	\$ 156.69	\$ 17,392.59
13	4108	ELP1	ENGRAVED PAVER	EA	10.00	\$ 2,500.00	\$ 25,000.00	\$ 1,976.93	\$ 19,769.30 Bidder's Price: \$19,769.32	\$ 645.00	\$ 6,450.00
14	247	6063	FL BS (CMP IN PLC)(TY A GR 3) (6")	SY	2,445.00	\$ 13.50	\$ 33,007.50	\$ 15.78	\$ 38,582.10 Bidder's Price: \$38,573.32	\$ 10.32	\$ 25,232.40
15	247	ELP1	FL BS (CMP IN PLC)(TY A GR 3) (5")	SY	410.00	\$ 20.50	\$ 8,405.00	\$ 15.50	\$ 6,355.00 Bidder's Price: \$6,353.66	\$ 10.32	\$ 4,231.20
16	152	6024	REWORK BS MTL (TY A) (8") (DENS CONT)	SY	140.00	\$ 38.00	\$ 5,320.00	\$ 5.78	\$ 809.20 Bidder's Price: \$809.12	\$ 10.33	\$ 1,446.48



CITY OF EL PASO REVISED PRICE TABULATION



BID TITLE: CAMPBELL STREET RECONSTRUCTION

BID NUMBER: 2023-0551

BID DATE: JUNE 14, 2023

DEPARTMENT: CAPITAL IMPROVEMENT

						Allen Concrete, LLC El Paso, TX Bidder 1 of 6		Aztec Contractors, Inc. El Paso, TX Bidder 2 of 6		Karlsruher Inc. dba CSA Constructors El Paso, TX Bidder 3 of 6	
ITEM NO.	ITEM - CODE		BRIEF DESCRIPTION OF ITEM	UNIT	QTY.	UNIT PRICE	TOTAL AMOUNT	UNIT PRICE	TOTAL AMOUNT	UNIT PRICE	TOTAL AMOUNT
	ITEM NO.	CODE NO									
17	310	6018	PRIME COAT & BLOTTER (CSS-1H)	GAL	978.00	\$ 12.00	\$ 11,736.00	\$ 19.04	\$ 18,621.12 Bidder's Price: \$18,618.23	\$ 9.03	\$ 8,831.34
18	340	6034	D-GR HMA(SQ) TY-C PG64-22	TON	35.00	\$ 162.00	\$ 5,670.00	\$ 308.61	\$ 10,801.35 Bidder's Price: \$10,801.23	\$ 219.30	\$ 7,675.50
19	360	6003	CONC PVMT (CONT REINF - CRCP) (9")	SY	1,955.00	\$ 83.00	\$ 162,265.00	\$ 204.93	\$ 400,638.15 Bidder's Price: \$400,633.60	\$ 163.19	\$ 319,036.45
20	400	6003	STRUCT EXCAV (PIPE)	CY	5.00	\$ 1,500.00	\$ 7,500.00	\$ 127.63	\$ 638.15	\$ 83.85	\$ 419.25
21	416	6029	DRILL SHAFT (RDWY ILL POLE) (30 IN)	LF	117.00	\$ 450.00	\$ 52,650.00	\$ 210.66	\$ 24,647.22 Bidder's Price: \$24,646.79	\$ 516.00	\$ 60,372.00
22	416	6031	DRILL SHAFT (TRF SIG POLE) (30 IN)	LF	48.00	\$ 510.00	\$ 24,480.00	\$ 162.86	\$ 7,817.28 Bidder's Price: \$7,817.24	\$ 645.00	\$ 30,960.00
23	479	6008	ADJUSTING MANHOLES (WATER METER)	EA	5.00	\$ 2,500.00	\$ 12,500.00	\$ 2,187.69	\$ 10,938.45 Bidder's Price: \$10,938.44	\$ 645.00	\$ 3,225.00
24	479	ELP2	ADJUSTING MAILBOX	EA	1.00	\$ 1,200.00	\$ 1,200.00	\$ 5,469.22	\$ 5,469.22	\$ 322.50	\$ 322.50
25	502	6001	BARRICADES, SIGNS AND TRAFFIC HANDLING	MO	5.00	\$ 5,200.00	\$ 26,000.00	\$ 27,455.01	\$ 137,275.05 Bidder's Price: \$137,275.04	\$ 5,805.00	\$ 29,025.00
26	506	6020	CONSTRUCTION EXITS (INSTALL) (TY 1)	SY	223.00	\$ 14.50	\$ 3,233.50	\$ 23.60	\$ 5,262.80 Bidder's Price: \$5261.75	\$ 7.74	\$ 1,726.02
27	506	6024	CONSTRUCTION EXITS (REMOVE)	SY	223.00	\$ 7.50	\$ 1,672.50	\$ 4.49	\$ 1,001.27 Bidder's Price: \$1,002.33	\$ 3.87	\$ 863.01
28	506	6038	TEMP SEDMT CONT FENCE (INSTALL)	LF	495.00	\$ 3.50	\$ 1,732.50	\$ 3.99	\$ 1,975.05 Bidder's Price: \$1,974.36	\$ 4.52	\$ 2,237.40
29	506	6039	TEMP SEDMT CONT FENCE (REMOVE)	LF	495.00	\$ 1.50	\$ 742.50	\$ 0.36	\$ 178.20 Bidder's Price: \$176.82	\$ 2.58	\$ 1,277.10
30	506	6040	BIODEG EROSN CONT LOGS (INSTL) (8")	LF	300.00	\$ 250.00	\$ 75,000.00	\$ 2.93	\$ 879.00 Bidder's Price: \$880.16	\$ 6.45	\$ 1,935.00
31	506	6043	BIODEG EROSN CONT LOGS (REMOVE)	LF	300.00	\$ 20.00	\$ 6,000.00	\$ 1.34	\$ 402.00 Bidder's Price: \$401.87	\$ 2.58	\$ 774.00
32	529	6005	CONC CURB (MONO) (TY II)	LF	812.00	\$ 10.50	\$ 8,526.00	\$ 22.94	\$ 18,626.86 Bidder's Price: \$18,626.86	\$ 20.64	\$ 16,759.68
33	529	ELP1	CONCRETE HEADER	LF	302.00	\$ 11.00	\$ 3,322.00	\$ 15.34	\$ 4,632.68 Bidder's Price: \$4,633.74	\$ 28.38	\$ 8,570.76



CITY OF EL PASO REVISED PRICE TABULATION



BID TITLE: CAMPBELL STREET RECONSTRUCTION

BID NUMBER: 2023-0551

BID DATE: JUNE 14, 2023

DEPARTMENT: CAPITAL IMPROVEMENT

						Allen Concrete, LLC El Paso, TX Bidder 1 of 6		Aztec Contractors, Inc. El Paso, TX Bidder 2 of 6		Karlsruher Inc. dba CSA Constructors El Paso, TX Bidder 3 of 6	
ITEM NO.	ITEM - CODE		BRIEF DESCRIPTION OF ITEM	UNIT	QTY.	UNIT PRICE	TOTAL AMOUNT	UNIT PRICE	TOTAL AMOUNT	UNIT PRICE	TOTAL AMOUNT
	ITEM NO.	CODE NO									
34	531	6001	CONC SIDEWALKS (4")	SY	467.00	\$ 43.50	\$ 20,314.50	\$ 59.88	\$ 27,963.96 Bidder's Price: \$27,963.35	\$ 69.66	\$ 32,531.22
35	531	6004	CURB RAMPS (TY 1)	EA	5.00	\$ 850.00	\$ 4,250.00	\$ 1,420.69	\$ 7,103.45 Bidder's Price: \$7,103.47	\$ 1,612.00	\$ 8,060.00
36	531	6010	CURB RAMPS (TY 7)	EA	4.00	\$ 850.00	\$ 3,400.00	\$ 1,420.69	\$ 5,682.76 Bidder's Price: \$5,682.77	\$ 1,612.00	\$ 6,448.00
37	ELP	ELP3	IN RD IL (OWNER PROVIDED POLE ASSEMBY)	EA	18.00	\$ 1,860.00	\$ 33,480.00	\$ 1,081.69	\$ 19,470.42 Bidder's Price: \$19,470.42	\$ 1,354.00	\$ 24,372.00
38	618	6023	CONDT (PVC) (SCH 40) (2")	LF	227.00	\$ 33.00	\$ 7,491.00	\$ 16.41	\$ 3,725.07 Bidder's Price: \$3,724.54	\$ 14.19	\$ 3,221.13
39	618	6024	CONDT (PVC) (SCH 40) (2") (BORE)	LF	71.00	\$ 54.00	\$ 3,834.00	\$ 49.22	\$ 3,494.62 Bidder's Price: \$3,494.83	\$ 64.50	\$ 4,579.50
40	618	6040	CONDT (PVC) (SCH 80) (1")	LF	45.00	\$ 18.00	\$ 810.00	\$ 10.94	\$ 492.30 Bidder's Price: \$492.23	\$ 9.03	\$ 406.35
41	618	6046	CONDT (PVC) (SCH 80) (2")	LF	1,131.00	\$ 36.00	\$ 40,716.00	\$ 16.41	\$ 18,559.71 Bidder's Price: \$18,557.06	\$ 20.64	\$ 23,343.84
42	618	6058	CONDT (PVC) (SCH 80) (4")	LF	549.00	\$ 54.00	\$ 29,646.00	\$ 32.82	\$ 18,018.18 Bidder's Price: \$18,015.61	\$ 28.38	\$ 15,580.62
43	ELP	ELP9	IT FLEXIBLE FABRIC INNERDUCT	LF	1,390.00	\$ 9.00	\$ 12,510.00	\$ 6.56	\$ 9,118.40 Bidder's Price: \$9,122.66	\$ 11.61	\$ 16,137.90
44	620	6008	ELEC CONDR (NO.8) INSULATED	LF	9,687.00	\$ 4.00	\$ 38,748.00	\$ 2.08	\$ 20,148.96 Bidder's Price: \$20,133.29	\$ 4.13	\$ 40,007.31
45	620	6009	ELEC CONDR (NO.6) BARE	LF	251.00	\$ 4.00	\$ 1,004.00	\$ 2.30	\$ 577.30 Bidder's Price: \$577.55	\$ 6.13	\$ 1,538.63
46	620	6010	ELEC CONDR (NO.6) INSULATED	LF	251.00	\$ 4.00	\$ 1,004.00	\$ 2.35	\$ 589.85 Bidder's Price: \$590.29	\$ 6.45	\$ 1,618.95
47	624	6002	GROUND BOX TY A (122311)W/APRON	EA	8.00	\$ 1,740.00	\$ 13,920.00	\$ 2,078.30	\$ 16,626.40 Bidder's Price: \$16,626.43	\$ 1,032.00	\$ 8,256.00
48	ELP	ELP4	GROUND BOX (TY AA) (132412) (ELECTRICAL)	EA	1.00	\$ 2,268.00	\$ 2,268.00	\$ 2,078.30	\$ 2,078.30	\$ 1,255.00	\$ 1,255.00
49	ELP	ELP5	GROUND BOX (TY BB) (243624) (COMMUNICATION)	EA	3.00	\$ 5,400.00	\$ 16,200.00	\$ 3,172.15	\$ 9,516.45 Bidder's Price: \$9,516.44	\$ 1,677.00	\$ 5,031.00



CITY OF EL PASO REVISED PRICE TABULATION



BID TITLE: CAMPBELL STREET RECONSTRUCTION

BID NUMBER: 2023-0551

BID DATE: JUNE 14, 2023

DEPARTMENT: CAPITAL IMPROVEMENT

						Allen Concrete, LLC El Paso, TX Bidder 1 of 6		Aztec Contractors, Inc. El Paso, TX Bidder 2 of 6		Karlsruher Inc. dba CSA Constructors El Paso, TX Bidder 3 of 6	
ITEM NO.	ITEM - CODE		BRIEF DESCRIPTION OF ITEM	UNIT	QTY.	UNIT PRICE	TOTAL AMOUNT	UNIT PRICE	TOTAL AMOUNT	UNIT PRICE	TOTAL AMOUNT
	ITEM NO.	CODE NO									
50	628	6041	ELC SRV TY A 240/480 060(NS)SS(E)GC(O)	EA	3.00	\$ 10,680.00	\$ 32,040.00	\$ 10,719.67	\$ 32,159.01	\$ 9,675.00	\$ 29,025.00
51	628	6225	ELC SRV TY D 120/240 100(NS)GS(N)GC(O)	EA	5.00	\$ 9,000.00	\$ 45,000.00	\$ 11,485.36	\$ 57,426.80 Bidder's Price: \$57,426.81	\$ 7,740.00	\$ 38,700.00
52	ELP	ELP6	ELEC SERV TY A (240/480) 100(NS)SS(T)GC(O)	EA	1.00	\$ 9,600.00	\$ 9,600.00	\$ 12,032.28	\$ 12,032.28	\$ 10,320.00	\$ 10,320.00
53	ELP	ELP7	ELEC SERV TY D (120/240) 100(NS)SS(N)PS(U)	EA	1.00	\$ 9,900.00	\$ 9,900.00	\$ 9,844.60	\$ 9,844.60	\$ 9,030.00	\$ 9,030.00
54	ELP	ELP8	IT PEDESTAL ELEC SERV (UG)	EA	1.00	\$ 8,280.00	\$ 8,280.00	\$ 7,109.99	\$ 7,109.99	\$ 10,965.00	\$ 10,965.00
55	636	6001	ALUMINUM SIGNS (TY A)	SF	55.00	\$ 40.00	\$ 2,200.00	\$ 77.82	\$ 4,280.10 Bidder's Price: \$4,280.36	\$ 39.99	\$ 2,199.45
56	644	6001	IN SM RD SN SUP&AM TY10BWG(1)SA(P)	EA	36.00	\$ 1,080.00	\$ 38,880.00	\$ 56.03	\$ 2,017.08 Bidder's Price: \$2017.21	\$ 1,161.00	\$ 41,796.00
57	644	6027	IN SM RD SN SUP&AM TYS80(1)SA(P)	EA	4.00	\$ 1,400.00	\$ 5,600.00	\$ 1,603.19	\$ 6,412.76	\$ 1,489.95	\$ 5,959.80
58	662	6063	WK ZN PAV MRK REMOV (W)4"(SLD)	LF	1,008.00	\$ 2.28	\$ 2,298.24	\$ 1.79	\$ 1,804.32 Bidder's Price: \$1804.28	\$ 2.45	\$ 2,469.60
59	662	6094	WK ZN PAV MRK REMOV (Y)4"(DOT)	LF	168.00	\$ 2.28	\$ 383.04	\$ 2.18	\$ 366.24 Bidder's Price: \$366.09	\$ 2.45	\$ 411.60
60	662	6095	WK ZN PAV MRK REMOV (Y)4"(SLD)	LF	3,874.00	\$ 2.28	\$ 8,832.72	\$ 1.49	\$ 5,772.26 Bidder's Price: \$5788.67	\$ 2.45	\$ 9,491.30
61	666	6006	REFL PAV MRK TY I (W)4"(DOT)(100MIL)	LF	24.00	\$ 3.00	\$ 72.00	\$ 19.46	\$ 467.04 Bidder's Price: \$466.95	\$ 3.23	\$ 77.52
62	666	6045	REFL PAV MRK TY I (W)18"(SLD)(100MIL)	LF	704.00	\$ 11.00	\$ 7,744.00	\$ 7.39	\$ 5,202.56 Bidder's Price: \$5204.91	\$ 12.26	\$ 8,631.04
63	666	6048	REFL PAV MRK TY I (W)24"(SLD)(100MIL)	LF	93.00	\$ 16.00	\$ 1,488.00	\$ 9.34	\$ 868.62 Bidder's Price: \$868.52	\$ 18.06	\$ 1,679.58
64	666	6054	REFL PAV MRK TY I (W)(ARROW)(100MIL)	EA	1.00	\$ 192.00	\$ 192.00	\$ 280.17	\$ 280.17	\$ 206.40	\$ 206.40
65	666	6099	REF PAV MRK TY I(W)18"(YLD TRI)(100MIL)	EA	21.00	\$ 42.00	\$ 882.00	\$ 70.04	\$ 1,470.84 Bidder's Price: \$1470.89	\$ 45.15	\$ 948.15



CITY OF EL PASO REVISED PRICE TABULATION



BID TITLE: CAMPBELL STREET RECONSTRUCTION

BID NUMBER: 2023-0551

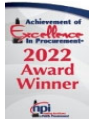
BID DATE: JUNE 14, 2023

DEPARTMENT: CAPITAL IMPROVEMENT

						Allen Concrete, LLC El Paso, TX Bidder 1 of 6		Aztec Contractors, Inc. El Paso, TX Bidder 2 of 6		Karlsruher Inc. dba CSA Constructors El Paso, TX Bidder 3 of 6	
ITEM NO.	ITEM - CODE		BRIEF DESCRIPTION OF ITEM	UNIT	QTY.	UNIT PRICE	TOTAL AMOUNT	UNIT PRICE	TOTAL AMOUNT	UNIT PRICE	TOTAL AMOUNT
	ITEM NO.	CODE NO									
66	666	6105	REFL PAV MRK TY I (W)(BIKE ARW)(100MIL)	EA	14.00	\$ 228.00	\$ 3,192.00	\$ 194.56	\$ 2,723.84 Bidder's Price: \$2723.87	\$ 245.10	\$ 3,431.40
67	666	6111	REFL PAV MRK TY I(W)(BIKE SYML)(100MIL)	EA	14.00	\$ 270.00	\$ 3,780.00	\$ 404.69	\$ 5,665.66 Bidder's Price: \$5665.64	\$ 290.25	\$ 4,063.50
68	666	6123	REFL PAV MRK TY I (Y)4"(DOT)(100MIL)	LF	45.00	\$ 2.40	\$ 108.00	\$ 10.90	\$ 490.50 Bidder's Price: \$490.29	\$ 2.58	\$ 116.10
69	666	6167	REFL PAV MRK TY II (W) 4" (BRK)	LF	1,477.00	\$ 0.78	\$ 1,152.06	\$ 1.28	\$ 1,890.56 Bidder's Price: \$1,885.13	\$ 0.84	\$ 1,240.68
70	666	6168	REFL PAV MRK TY II (W) 4" (DOT)	LF	24.00	\$ 0.78	\$ 18.72	\$ 9.59	\$ 230.16 Bidder's Price: \$230.11	\$ 0.84	\$ 20.16
71	666	6206	REFL PAV MRK TY II (Y) 4" (DOT)	LF	45.00	\$ 0.78	\$ 35.10	\$ 5.37	\$ 241.65 Bidder's Price: \$241.64	\$ 0.84	\$ 37.80
72	666	6224	PAVEMENT SEALER 4"	LF	731.00	\$ 0.78	\$ 570.18	\$ 1.25	\$ 913.75 Bidder's Price: \$910.24	\$ 0.84	\$ 614.04
73	666	6225	PAVEMENT SEALER 6"	LF	192.00	\$ 0.90	\$ 172.80	\$ 1.48	\$ 284.16 Bidder's Price: \$283.91	\$ 0.97	\$ 186.24
74	666	6229	PAVEMENT SEALER 18"	LF	704.00	\$ 4.20	\$ 2,956.80	\$ 2.33	\$ 1,640.32 Bidder's Price: \$1643.65	\$ 4.52	\$ 3,182.08
75	666	6230	PAVEMENT SEALER 24"	LF	1,785.00	\$ 5.40	\$ 9,639.00	\$ 2.65	\$ 4,730.25 Bidder's Price: \$4723.19	\$ 5.81	\$ 10,370.85
76	666	6231	PAVEMENT SEALER (ARROW)	EA	1.00	\$ 144.00	\$ 144.00	\$ 124.52	\$ 124.52	\$ 154.80	\$ 154.80
77	666	6243	PAVEMENT SEALER (YLD TRI)	EA	21.00	\$ 24.00	\$ 504.00	\$ 28.02	\$ 588.42 Bidder's Price: \$588.36	\$ 25.80	\$ 541.80
78	666	6244	PAVEMENT SEALER (BIKE ARROW)	EA	14.00	\$ 72.00	\$ 1,008.00	\$ 49.81	\$ 697.34 Bidder's Price: \$697.31	\$ 26.32	\$ 368.48
79	666	6245	PAVEMENT SEALER (BIKE SYMBOL)	EA	14.00	\$ 72.00	\$ 1,008.00	\$ 49.81	\$ 697.34 Bidder's Price: \$697.31	\$ 77.40	\$ 1,083.60
80	666	ELP1	REFL PAV MRK TY I (W) 4" (SLD) (100MIL)	LF	502.00	\$ 2.10	\$ 1,054.20	\$ 2.80	\$ 1,405.60 Bidder's Price: \$1406.45	\$ 77.40	\$ 38,854.80
81	666	ELP2	REFL PAV MRK TY I (W) 6" (SLD) (100MIL)	LF	192.00	\$ 2.70	\$ 518.40	\$ 3.74	\$ 718.08 Bidder's Price: \$717.23	\$ 2.19	\$ 420.48
82	666	ELP3	REFL PAV MRK TY I (Y)4"(SLD)(100MIL)	LF	132.00	\$ 2.40	\$ 316.80	\$ 4.36	\$ 575.52 Bidder's Price: \$575.29	\$ 2.90	\$ 382.80



CITY OF EL PASO
REVISED PRICE TABULATION



BID TITLE: CAMPBELL STREET RECONSTRUCTION

BID NUMBER: 2023-0551

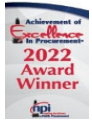
BID DATE: JUNE 14, 2023

DEPARTMENT: CAPITAL IMPROVEMENT

						Allen Concrete, LLC El Paso, TX Bidder 1 of 6		Aztec Contractors, Inc. El Paso, TX Bidder 2 of 6		Karlsruher Inc. dba CSA Constructors El Paso, TX Bidder 3 of 6	
ITEM NO.	ITEM - CODE		BRIEF DESCRIPTION OF ITEM	UNIT	QTY.	UNIT PRICE	TOTAL AMOUNT	UNIT PRICE	TOTAL AMOUNT	UNIT PRICE	TOTAL AMOUNT
	ITEM NO.	CODE NO									
83	ELP	ELP2	REL F PAV MRK TY I (GREEN)24"(SLD)(100MIL)	LF	1,692.00	\$ 31.20	\$ 52,790.40	\$ 17.12	\$ 28,967.04 Bidder's Price: \$28,969.47	\$ 33.54	\$ 56,749.68
84	678	6001	PAV SURF PREP FOR MRK (4")	LF	2,246.00	\$ 0.58	\$ 1,302.68	\$ 1.40	\$ 3,144.40 Bidder's Price: \$3146.30	\$ 0.62	\$ 1,392.52
85	678	6002	PAV SURF PREP FOR MRK (6")	LF	192.00	\$ 0.78	\$ 149.76	\$ 1.79	\$ 343.68 Bidder's Price: \$343.67	\$ 0.84	\$ 161.28
86	678	6007	PAV SURF PREP FOR MRK (18")	LF	704.00	\$ 1.92	\$ 1,351.68	\$ 2.96	\$ 2,083.84 Bidder's Price: \$2081.97	\$ 2.06	\$ 1,450.24
87	678	6008	PAV SURF PREP FOR MRK (24")	LF	1,785.00	\$ 2.28	\$ 4,069.80	\$ 2.88	\$ 5,140.80 Bidder's Price: \$5139.93	\$ 2.45	\$ 4,373.25
88	678	6009	PAV SURF PREP FOR MRK (ARROW)	EA	1.00	\$ 78.00	\$ 78.00	\$ 85.60	\$ 85.60	\$ 83.85	\$ 83.85
89	678	6022	PAV SURF PREP FOR MRK (18")(YLD TRI)	EA	21.00	\$ 46.80	\$ 982.80	\$ 34.24	\$ 719.04 Bidder's Price: \$719.10	\$ 50.31	\$ 1,056.51
90	678	6026	PAV SURF PREP FOR MRK (BIKE ARROW)	EA	14.00	\$ 30.00	\$ 420.00	\$ 51.36	\$ 719.04 Bidder's Price: \$719.10	\$ 32.25	\$ 451.50
91	678	6028	PAV SURF PREP FOR MRK (BIKE SYMBOL)	EA	14.00	\$ 30.00	\$ 420.00	\$ 51.36	\$ 719.04 Bidder's Price: \$719.10	\$ 35.48	\$ 496.72
92	680	6001	INSTALL HWY TRF SIG (FLASH BEACON)	EA	4.00	\$ 8,640.00	\$ 34,560.00	\$ 16,407.66	\$ 65,630.64	\$ 9,288.00	\$ 37,152.00
93	682	6003	VEH SIG SEC (12")LED(YEL)	EA	12.00	\$ 390.00	\$ 4,680.00	\$ 426.60	\$ 5,119.20 Bidder's Price: \$5119.19	\$ 419.25	\$ 5,031.00
94	684	6008	TRF SIG CBL (TY A)(12 AWG)(3 CONDR)	LF	251.00	\$ 5.00	\$ 1,255.00	\$ 2.19	\$ 549.69 Bidder's Price: \$549.11	\$ 5.16	\$ 1,295.16
95	686	6025	INS TRF SIG PL AM (S)1 ARM(24')	EA	8.00	\$ 10,800.00	\$ 86,400.00	\$ 11,485.36	\$ 91,882.88 Bidder's Price: \$91,882.89	\$ 11,610.00	\$ 92,880.00
96	7114	6001	WATER FILLED BARRIER (350)(TL-3)	LF	216.00	\$ 115.00	\$ 24,840.00	\$ 41.07	\$ 8,871.12 Bidder's Price: \$8,872.02	\$ 12.90	\$ 2,786.40
Sum Total – Base Bid I (Line Items 1-96)						\$1,352,881.68		\$1,562,962.99 Bidder's Price: \$1,562,935.27		\$1,437,302.26	



CITY OF EL PASO
REVISED PRICE TABULATION



BID TITLE: CAMPBELL STREET RECONSTRUCTION

BID NUMBER: 2023-0551

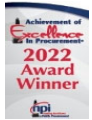
BID DATE: JUNE 14, 2023

DEPARTMENT: CAPITAL IMPROVEMENT

						Allen Concrete, LLC El Paso, TX Bidder 1 of 6		Aztec Contractors, Inc. El Paso, TX Bidder 2 of 6		Karlsruher Inc. dba CSA Constructors El Paso, TX Bidder 3 of 6	
BASE BID II											
ITEM NO.	ITEM - CODE		BRIEF DESCRIPTION OF ITEM	UNIT	QTY.	UNIT PRICE	TOTAL AMOUNT	UNIT PRICE	TOTAL AMOUNT	UNIT PRICE	TOTAL AMOUNT
	ITEM NO.	CODE NO									
1	351	6009	FLEXIBLE PAVEMENT STRUCTURE REPAIR(14")	SY	145.00	\$ 138.00	\$ 20,010.00	\$ 120.54	\$ 17,478.30 Bidder's Price: \$17,478.18	\$ 70.95	\$ 10,287.75
2	402	6001	TRENCH EXCAVATION PROTECTION	LF	1,100.00	\$ 7.00	\$ 7,700.00	\$ 80.95	\$ 89,045.00 Bidder's Price: \$89,044.86	\$ 1.90	\$ 2,090.00
3	479	6008	ADJUSTING MANHOLES (WATER METER)	EA	1.00	\$ 840.00	\$ 840.00	\$ 2,248.61	\$ 2,248.61	\$ 645.00	\$ 645.00
4	7016	6003	WATER MAIN (PVC)(C-900)(6")	LF	10.00	\$ 336.00	\$ 3,360.00	\$ 562.15	\$ 5,621.50 Bidder's Price: \$5621.52	\$ 354.75	\$ 3,547.50
5	7016	6004	WATER MAIN (PVC)(C-900)(8")	LF	890.00	\$ 264.00	\$ 234,960.00	\$ 224.86	\$ 200,125.40 Bidder's Price: \$200,126.07	\$ 135.45	\$ 120,550.50
6	7016	6009	WATER MAIN(DIP)(PC 350)(8")	LF	200.00	\$ 288.00	\$ 57,600.00	\$ 241.73	\$ 48,346.00 Bidder's Price: \$48,345.06	\$ 174.15	\$ 34,830.00
7	7016	6037	WATER SERVICE RPL & RECON (2")	EA	1.00	\$ 14,400.00	\$ 14,400.00	\$ 7,870.13	\$ 7,870.13	\$ 3,676.00	\$ 3,676.00
8	7016	6047	FIRE HYDRANT (NEW)	EA	1.00	\$ 16,100.00	\$ 16,100.00	\$ 22,486.07	\$ 22,486.07	\$ 10,965.00	\$ 10,965.00
9	7016	6048	FIRE HYDRANT (REMOVE & SALVAGE)	EA	1.00	\$ 1,800.00	\$ 1,800.00	\$ 6,745.82	\$ 6,745.82	\$ 1,935.00	\$ 1,935.00
Sum Total – Base Bid II (Line Items 1-9)						\$356,770.00		\$399,966.83		\$188,526.75	
								Bidder's Price: \$399,966.31			



CITY OF EL PASO
REVISED PRICE TABULATION



BID TITLE: CAMPBELL STREET RECONSTRUCTION

BID NUMBER: 2023-0551

BID DATE: JUNE 14, 2023

DEPARTMENT: CAPITAL IMPROVEMENT

						Allen Concrete, LLC El Paso, TX Bidder 1 of 6		Aztec Contractors, Inc. El Paso, TX Bidder 2 of 6		Karlsruher Inc. dba CSA Constructors El Paso, TX Bidder 3 of 6	
BASE BID III											
ITEM NO.	ITEM - CODE		BRIEF DESCRIPTION OF ITEM	UNIT	QTY.	UNIT PRICE	TOTAL AMOUNT	UNIT PRICE	TOTAL AMOUNT	UNIT PRICE	TOTAL AMOUNT
	ITEM NO.	CODE NO									
1	351	6009	FLEXIBLE PAVEMENT STRUCTURE REPAIR(14")	SY	164.00	\$ 138.00	\$ 22,632.00	\$ 119.74	\$ 19,637.36 Bidder's Price: \$19,636.62	\$ 70.95	\$ 11,635.80
2	402	6001	TRENCH EXCAVATION PROTECTION	LF	365.00	\$ 12.50	\$ 4,562.50	\$ 83.61	\$ 30,517.65 Bidder's Price: \$30,518.90	\$ 3.87	\$ 1,412.55
3	7016	6052	SAN SEWER PIPE (PVC)(SDR-35)(12")	LF	20.00	\$ 325.00	\$ 6,500.00	\$ 232.26	\$ 4,645.20 Bidder's Price: \$4645.19	\$ 141.90	\$ 2,838.00
4	7016	6052	SAN SEWER PIPE (PVC)(SDR-35)(12") (TEMP BY-PASS)	LF	180.00	\$ 297.00	\$ 53,460.00	\$ 197.42	\$ 35,535.60 Bidder's Price: \$35,535.70	\$ 109.65	\$ 19,737.00
5	7016	6061	SAN SEWER MANHOLE (48 IN)(6 FT)	EA	5.00	\$ 9,234.00	\$ 46,170.00	\$ 8,129.08	\$ 40,645.40 Bidder's Price: \$40,645.41	\$ 5,160.00	\$ 25,800.00
6	7016	6063	SAN SEWER MANHOLE (48 IN)(EXTRA DEPTH)	LF	2.00	\$ 616.00	\$ 1,232.00	\$ 1,161.30	\$ 2,322.60	\$ 516.00	\$ 1,032.00
7	7016	6066	REMOVE EXISTING MANHOLE	EA	1.00	\$ 1,979.00	\$ 1,979.00	\$ 3,483.89	\$ 3,483.89	\$ 1,935.00	\$ 1,935.00
8	7016	6068	NEW SEWER SERVICE LATERAL (4")	EA	1.00	\$ 3,394.00	\$ 3,394.00	\$ 4,645.19	\$ 4,645.19	\$ 1,806.00	\$ 1,806.00
9	7016	EPW1	SAN SEWER PIPE (DIP) (PC 350) (12")	LF	165.00	\$ 322.00	\$ 53,130.00	\$ 325.16	\$ 53,651.40 Bidder's Price: \$53,651.95	\$ 154.80	\$ 25,542.00
Sum Total – Base Bid III (Line Items 1-9)						\$193,059.50		\$195,084.29		\$91,738.35	
								Bidder's Price: \$195,085.45			



CITY OF EL PASO
REVISED PRICE TABULATION



BID TITLE: CAMPBELL STREET RECONSTRUCTION

BID NUMBER: 2023-0551

BID DATE: JUNE 14, 2023

DEPARTMENT: CAPITAL IMPROVEMENT

	Allen Concrete, LLC El Paso, TX Bidder 1 of 6	Aztec Contractors, Inc. El Paso, TX Bidder 2 of 6	Karlsruher Inc. dba CSA Constructors El Paso, TX Bidder 3 of 6
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BASE BID IV

ITEM NO.	ITEM - CODE		BRIEF DESCRIPTION OF ITEM	UNIT	QTY.	UNIT PRICE	TOTAL AMOUNT	UNIT PRICE	TOTAL AMOUNT	UNIT PRICE	TOTAL AMOUNT
	ITEM NO.	CODE NO									
1	110	6003	EXCAVATION (SPECIAL)	CY	63.00	\$ 120.00	\$ 7,560.00	\$ 147.53	\$ 9,294.39 Bidder's Price: \$9,294.65	\$ 32.25	\$ 2,031.75
2	400	6005	CEM STABIL BKFL	CY	33.00	\$ 300.00	\$ 9,900.00	\$ 173.63	\$ 5,729.79 Bidder's Price: \$5,729.85	\$ 193.50	\$ 6,385.50
3	402	6001	TRENCH EXCAVATION PROTECTION	LF	369.00	\$ 12.00	\$ 4,428.00	\$ 78.13	\$ 28,829.97 Bidder's Price: \$28,830.58	\$ 3.87	\$ 1,428.03
4	464	6008	RC PIPE (CL III)(36 IN)	LF	124.00	\$ 183.00	\$ 22,692.00	\$ 229.47	\$ 28,454.28 Bidder's Price: \$28,454.26	\$ 225.75	\$ 27,993.00
5	464	6025	RC PIPE (CL V)(18 IN)	LF	210.00	\$ 115.00	\$ 24,150.00	\$ 125.95	\$ 26,449.50 Bidder's Price: \$26,449.99	\$ 141.90	\$ 29,799.00
6	464	6084	RC PIPE (ARCH)(CL IV)(DES 1)	LF	32.00	\$ 365.00	\$ 11,680.00	\$ 471.34	\$ 15,082.88 Bidder's Price: \$15,082.91	\$ 425.70	\$ 13,622.40
7	465	6003	MANH (COMPL)(PRM)(60IN)	EA	1.00	\$ 11,760.00	\$ 11,760.00	\$ 19,327.50	\$ 19,327.50	\$ 13,746.25	\$ 13,746.25
8	465	6004	MANH (COMPL)(PRM)(72IN)	EA	4.00	\$ 16,520.00	\$ 66,080.00	\$ 24,316.40	\$ 97,265.60 Bidder's Price: \$97,265.61	\$ 18,160.62	\$ 72,642.48
9	465	6037	INLET (COMPL)(PCU)(5FT)(NONE)	EA	2.00	\$ 8,540.00	\$ 17,080.00	\$ 15,199.61	\$ 30,399.22 Bidder's Price: \$30,399.23	\$ 9,534.00	\$ 19,068.00
10	465	6038	INLET (COMPL)(PCU)(5FT)(LEFT)	EA	2.00	\$ 8,960.00	\$ 17,920.00	\$ 15,611.24	\$ 31,222.48 Bidder's Price: \$31,222.49	\$ 9,882.69	\$ 19,765.38
11	465	6039	INLET (COMPL)(PCU)(5FT)(RIGHT)	EA	1.00	\$ 9,100.00	\$ 9,100.00	\$ 15,739.31	\$ 15,739.31	\$ 9,991.05	\$ 9,991.05
12	465	6040	INLET (COMPL)(PCU)(5FT)(BOTH)	EA	1.00	\$ 9,520.00	\$ 9,520.00	\$ 15,998.47	\$ 15,998.47	\$ 10,249.05	\$ 10,249.05

Sum Total – Base Bid IV (Line Items 1-12)	\$211,870.00	\$323,793.39	\$226,721.89
		Bidder's Price: \$323,794.84	
Sum Total – Base Bid I + Base Bid II + Base Bid III + Base Bid IV	\$2,114,581.18	\$2,481,807.50	\$1,944,289.25
		Bidder's Price: \$2,481,781.88	
Bid Bond	YES	YES	YES
Amendments Acknowledged	YES	YES	YES

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



**CITY OF EL PASO
REVISED PRICE TABULATION**



BID TITLE: CAMPBELL STREET RECONSTRUCTION BID DATE: JUNE 14, 2023								BID NUMBER: 2023-0551 DEPARTMENT: CAPITAL IMPROVEMENT			
						Horizone Construction 1, LTD. El Paso, TX Bidder 4 of 6		International Eagle Enterprises, Inc. El Paso, TX Bidder 5 of 6		Martinez Bros. Contractors, LLC El Paso, TX Bidder 6 of 6	
BASE BID I											
ITEM NO.	ITEM - CODE		BRIEF DESCRIPTION OF ITEM	UNIT	QTY.	UNIT PRICE	TOTAL AMOUNT	UNIT PRICE	TOTAL AMOUNT	UNIT PRICE	TOTAL AMOUNT
	ITEM NO.	CODE NO									
1	500	6001	MOBILIZATION	LS	1.00	\$ 43,775.00	\$ 43,775.00	\$ 90,000.00	\$ 90,000.00	\$ 90,000.00	\$ 90,000.00
2	100	6002	PREPARING ROW	STA	7.50	\$ 1,512.82	\$ 11,346.15 Bidder's Price: \$11,346.16	\$ 10,000.00	\$ 75,000.00	\$ 1,725.00	\$ 12,937.50
3	105	6011	REMOVING STAB BASE AND ASPH PAV (2"-6")	SY	50.00	\$ 36.54	\$ 1,827.00 Bidder's Price: \$1,827.03	\$ 100.00	\$ 5,000.00	\$ 21.85	\$ 1,092.50
4	110	6001	EXCAVATION (ROADWAY)	CY	796.00	\$ 42.26	\$ 33,638.96 Bidder's Price: \$33,638.58	\$ 18.00	\$ 14,328.00	\$ 17.25	\$ 13,731.00
5	132	6002	EMBANKMENT (FINAL)(DENS CONT)(TY A)	CY	515.00	\$ 68.64	\$ 35,349.60 Bidder's Price: \$35,351.41	\$ 20.00	\$ 10,300.00	\$ 17.25	\$ 8,883.75
6	170	6001	IRRIGATION SYSTEM	LS	1.00	\$ 45,853.08	\$ 45,853.08	\$ 40,000.00	\$ 40,000.00	\$ 94,984.25	\$ 94,984.25
7	192	6004	PLANT MATERIAL (5-GAL)	EA	42.00	\$ 57.94	\$ 2,433.48 Bidder's Price: \$2433.42	\$ 92.00	\$ 3,864.00	\$ 72.012	\$ 3,024.50
8	192	6024	PLANT MATERIAL (30 GAL) (TREE)	EA	65.00	\$ 814.47	\$ 52,940.55 Bidder's Price: \$52,940.50	\$ 550.00	\$ 35,750.00	\$ 1,230.411538	\$ 79,976.75
9	496	6007	REMOV STR (PIPE)	LF	92.00	\$ 126.71	\$ 11,657.32 Bidder's Price: \$11,657.30	\$ 80.00	\$ 7,360.00	\$ 51.75	\$ 4,761.00
10	528	600	LANDSCAPE PAVERS	SY	124.00	\$ 107.65	\$ 13,348.60 Bidder's Price: \$13,348.01	\$ 180.00	\$ 22,320.00	\$ 192.625	\$ 23,885.50
11	1004	6001	TREE PROTECTION	EA	7.00	\$ 531.89	\$ 3,723.23 Bidder's Price: \$3723.26	\$ 500.00	\$ 3,500.00	\$ 571.714	\$ 4,002.00
12	1005	6001	LOOSE AGGR FOR GROUNDCOVER (TYPE I)	CY	111.00	\$ 100.25	\$ 11,127.75 Bidder's Price: \$11,127.68	\$ 180.00	\$ 19,980.00	\$ 112.6689189	\$ 12,506.25
13	4108	ELP1	ENGRAVED PAVER	EA	10.00	\$ 552.14	\$ 5,521.40 Bidder's Price: \$5,521.39	\$ 1,000.00	\$ 10,000.00	\$ 92.00	\$ 920.00
14	247	6063	FL BS (CMP IN PLC)(TY A GR 3) (6")	SY	2,445.00	\$ 18.71	\$ 45,745.95 Bidder's Price: \$45,743.13	\$ 15.00	\$ 36,675.00	\$ 40.25	\$ 98,411.25
15	247	ELP1	FL BS (CMP IN PLC)(TY A GR 3) (5")	SY	410.00	\$ 27.40	\$ 11,234.00 Bidder's Price: \$11,235.43	\$ 30.00	\$ 12,300.00	\$ 40.25	\$ 16,502.50
16	152	6024	REWORK BS MTL (TY A) (8") (DENS CONT)	SY	140.00	\$ 17.78	\$ 2,489.20 Bidder's Price: \$2489.42	\$ 25.00	\$ 3,500.00	\$ 51.75	\$ 7,245.00



**CITY OF EL PASO
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						Horizone Construction 1, LTD. El Paso, TX Bidder 4 of 6		International Eagle Enterprises, Inc. El Paso, TX Bidder 5 of 6		Martinez Bros. Contractors, LLC El Paso, TX Bidder 6 of 6	
ITEM NO.	ITEM - CODE		BRIEF DESCRIPTION OF ITEM	UNIT	QTY.	UNIT PRICE	TOTAL AMOUNT	UNIT PRICE	TOTAL AMOUNT	UNIT PRICE	TOTAL AMOUNT
	ITEM NO.	CODE NO									
17	310	6018	PRIME COAT & BLOTTER (CSS-1H)	GAL	978.00	\$ 16.19	\$ 15,833.82 Bidder's Price: \$15,837.02	\$ 12.00	\$ 11,736.00	\$ 9.20	\$ 8,997.60
18	340	6034	D-GR HMA(SQ) TY-C PG64-22	TON	35.00	\$ 244.78	\$ 8,567.30	\$ 250.00	\$ 8,750.00	\$ 172.50	\$ 6,037.50
19	360	6003	CONC PVMT (CONT REINF - CRCP) (9")	SY	1,955.00	\$ 158.34	\$ 309,554.70 Bidder's Price: \$309,550.93	\$ 90.00	\$ 175,950.00	\$ 92.00	\$ 179,860.00
20	400	6003	STRUCT EXCAV (PIPE)	CY	5.00	\$ 86.35	\$ 431.75 Bidder's Price: \$431.77	\$ 7.00	\$ 35.00	\$ 115.00	\$ 575.00
21	416	6029	DRILL SHAFT (RDWY ILL POLE) (30 IN)	LF	117.00	\$ 474.91	\$ 55,564.47 Bidder's Price: \$55,563.95	\$ 420.00	\$ 49,140.00	\$ 575.00	\$ 67,275.00
22	416	6031	DRILL SHAFT (TRF SIG POLE) (30 IN)	LF	48.00	\$ 538.23	\$ 25,835.04 Bidder's Price: \$25,834.86	\$ 480.00	\$ 23,040.00	\$ 690.00	\$ 33,120.00
23	479	6008	ADJUSTING MANHOLES (WATER METER)	EA	5.00	\$ 956.19	\$ 4,780.95 Bidder's Price: \$4780.97	\$ 600.00	\$ 3,000.00	\$ 1,150.00	\$ 5,750.00
24	479	ELP2	ADJUSTING MAILBOX	EA	1.00	\$ 956.19	\$ 956.19	\$ 600.00	\$ 600.00	\$ 287.50	\$ 287.50
25	502	6001	BARRICADES, SIGNS AND TRAFFIC HANDLING	MO	5.00	\$ 12,248.94	\$ 61,244.70 Bidder's Price: \$61,244.69	\$ 15,000.00	\$ 75,000.00	\$ 6,223.80	\$ 31,119.00
26	506	6020	CONSTRUCTION EXITS (INSTALL) (TY 1)	SY	223.00	\$ 41.95	\$ 9,354.85 Bidder's Price: \$9353.94	\$ 45.00	\$ 10,035.00	\$ 40.25	\$ 8,975.75
27	506	6024	CONSTRUCTION EXITS (REMOVE)	SY	223.00	\$ 14.29	\$ 3,186.67 Bidder's Price: \$3186.20	\$ 15.00	\$ 3,345.00	\$ 17.25	\$ 3,846.75
28	506	6038	TEMP SEDMT CONT FENCE (INSTALL)	LF	495.00	\$ 6.78	\$ 3,356.10 Bidder's Price: \$3357.72	\$ 5.00	\$ 2,475.00	\$ 5.75	\$ 2,846.25
29	506	6039	TEMP SEDMT CONT FENCE (REMOVE)	LF	495.00	\$ 2.56	\$ 1,267.20 Bidder's Price: \$1268.14	\$ 1.00	\$ 495.00	\$ 2.30	\$ 1,138.50
30	506	6040	BIODEG EROSN CONT LOGS (INSTL) (8")	LF	300.00	\$ 9.67	\$ 2,901.00 Bidder's Price: \$2901.81	\$ 8.00	\$ 2,400.00	\$ 11.50	\$ 3,450.00
31	506	6043	BIODEG EROSN CONT LOGS (REMOVE)	LF	300.00	\$ 4.22	\$ 1,266.00 Bidder's Price: \$1265.10	\$ 1.00	\$ 300.00	\$ 5.75	\$ 1,725.00
32	529	6005	CONC CURB (MONO) (TY II)	LF	812.00	\$ 22.00	\$ 17,864.00 Bidder's Price: \$17,862.17	\$ 15.00	\$ 12,180.00	\$ 20.70	\$ 16,808.40
33	529	ELP1	CONCRETE HEADER	LF	302.00	\$ 18.36	\$ 5,544.72 Bidder's Price: \$5,543.93	\$ 22.00	\$ 6,644.00	\$ 18.40	\$ 5,556.80



**CITY OF EL PASO
REVISED PRICE TABULATION**



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						Horizone Construction 1, LTD. El Paso, TX Bidder 4 of 6		International Eagle Enterprises, Inc. El Paso, TX Bidder 5 of 6		Martinez Bros. Contractors, LLC El Paso, TX Bidder 6 of 6	
ITEM NO.	ITEM - CODE		BRIEF DESCRIPTION OF ITEM	UNIT	QTY.	UNIT PRICE	TOTAL AMOUNT	UNIT PRICE	TOTAL AMOUNT	UNIT PRICE	TOTAL AMOUNT
	ITEM NO.	CODE NO									
34	531	6001	CONC SIDEWALKS (4")	SY	467.00	\$ 94.02	\$ 43,907.34 Bidder's Price: \$43,908.75	\$ 35.00	\$ 16,345.00	\$ 69.00	\$ 32,223.00
35	531	6004	CURB RAMPS (TY 1)	EA	5.00	\$ 2,821.79	\$ 14,108.95 Bidder's Price: \$14,108.97	\$ 1,500.00	\$ 7,500.00	\$ 1,610.00	\$ 8,050.00
36	531	6010	CURB RAMPS (TY 7)	EA	4.00	\$ 3,081.54	\$ 12,326.16 Bidder's Price: \$12,326.17	\$ 1,500.00	\$ 6,000.00	\$ 1,897.50	\$ 7,590.00
37	ELP	ELP3	IN RD IL (OWNER PROVIDED POLE ASSEMBY)	EA	18.00	\$ 1,962.94	\$ 35,332.92 Bidder's Price: \$35,332.97	\$ 2,200.00	\$ 39,600.00	\$ 1,207.50	\$ 21,735.00
38	618	6023	CONDT (PVC) (SCH 40) (2")	LF	227.00	\$ 35.46	\$ 8,049.42 Bidder's Price: \$8049.33	\$ 33.00	\$ 7,491.00	\$ 12.65	\$ 2,871.55
39	618	6024	CONDT (PVC) (SCH 40) (2") (BORE)	LF	71.00	\$ 56.99	\$ 4,046.29 Bidder's Price: \$4046.20	\$ 49.00	\$ 3,479.00	\$ 57.50	\$ 4,082.50
40	618	6040	CONDT (PVC) (SCH 80) (1")	LF	45.00	\$ 19.00	\$ 855.00 Bidder's Price: \$854.83	\$ 18.00	\$ 810.00	\$ 8.05	\$ 362.25
41	618	6046	CONDT (PVC) (SCH 80) (2")	LF	1,131.00	\$ 37.99	\$ 42,966.69 Bidder's Price: \$42,969.45	\$ 34.00	\$ 38,454.00	\$ 18.40	\$ 20,810.40
42	618	6058	CONDT (PVC) (SCH 80) (4")	LF	549.00	\$ 53.19	\$ 29,201.31 Bidder's Price: \$29,200.99	\$ 48.00	\$ 26,352.00	\$ 25.30	\$ 13,889.70
43	ELP	ELP9	IT FLEXIBLE FABRIC INNERDUCT	LF	1,390.00	\$ 9.50	\$ 13,205.00 Bidder's Price: \$13,202.37	\$ 9.50	\$ 13,205.00	\$ 13.80	\$ 19,182.00
44	620	6008	ELEC CONDR (NO.8) INSULATED	LF	9,687.00	\$ 3.80	\$ 36,810.60 Bidder's Price: \$36,803.28	\$ 4.50	\$ 43,591.50	\$ 3.68	\$ 35,648.16
45	620	6009	ELEC CONDR (NO.6) BARE	LF	251.00	\$ 4.05	\$ 1,016.55 Bidder's Price: \$1017.18	\$ 4.75	\$ 1,192.25	\$ 5.46250996	\$ 1,371.09
46	620	6010	ELEC CONDR (NO.6) INSULATED	LF	251.00	\$ 4.12	\$ 1,034.12 Bidder's Price: \$1033.08	\$ 5.00	\$ 1,255.00	\$ 5.75	\$ 1,443.25
47	624	6002	GROUND BOX TY A (122311)W/APRON	EA	8.00	\$ 1,836.30	\$ 14,690.40 Bidder's Price: \$14,690.41	\$ 2,000.00	\$ 16,000.00	\$ 1,035.00	\$ 8,280.00
48	ELP	ELP4	GROUND BOX (TY AA) (132412) (ELECTRICAL)	EA	1.00	\$ 2,393.52	\$ 2,393.52	\$ 2,300.00	\$ 2,300.00	\$ 1,207.50	\$ 1,207.50
49	ELP	ELP5	GROUND BOX (TY BB) (243624) (COMMUNICATION)	EA	3.00	\$ 5,698.87	\$ 17,096.61 Bidder's Price: \$17,096.60	\$ 5,200.00	\$ 15,600.00	\$ 1,725.00	\$ 5,175.00



**CITY OF EL PASO
REVISED PRICE TABULATION**



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						Horizone Construction 1, LTD. El Paso, TX Bidder 4 of 6		International Eagle Enterprises, Inc. El Paso, TX Bidder 5 of 6		Martinez Bros. Contractors, LLC El Paso, TX Bidder 6 of 6	
ITEM NO.	ITEM - CODE		BRIEF DESCRIPTION OF ITEM	UNIT	QTY.	UNIT PRICE	TOTAL AMOUNT	UNIT PRICE	TOTAL AMOUNT	UNIT PRICE	TOTAL AMOUNT
	ITEM NO.	CODE NO									
50	628	6041	ELC SRV TY A 240/480 060(NS)SS(E)GC(O)	EA	3.00	\$ 11,271.09	\$ 33,813.27	\$ 10,000.00	\$ 30,000.00	\$ 9,200.00	\$ 27,600.00
51	628	6225	ELC SRV TY D 120/240 100(NS)GS(N)GC(O)	EA	5.00	\$ 9,498.11	\$ 47,490.55	\$ 9,000.00	\$ 45,000.00	\$ 7,475.00	\$ 37,375.00
52	ELP	ELP6	ELEC SERV TY A (240/480) 100(NS)SS(T)GC(O)	EA	1.00	\$ 10,131.32	\$ 10,131.32	\$ 9,500.00	\$ 9,500.00	\$ 9,775.00	\$ 9,775.00
53	ELP	ELP7	ELEC SERV TY D (120/240) 100(NS)SS(N)PS(U)	EA	1.00	\$ 10,447.92	\$ 10,447.92	\$ 9,800.00	\$ 9,800.00	\$ 8,625.00	\$ 8,625.00
54	ELP	ELP8	IT PEDESTAL ELEC SERV (UG)	EA	1.00	\$ 8,738.26	\$ 8,738.26	\$ 7,500.00	\$ 7,500.00	\$ 10,350.00	\$ 10,350.00
55	636	6001	ALUMINUM SIGNS (TY A)	SF	55.00	\$ 39.26	\$ 2,159.30 Bidder's Price: \$2159.24	\$ 42.00	\$ 2,310.00	\$ 92.00	\$ 5,060.00
56	644	6001	IN SM RD SN SUP&AM TY10BWG(1)SA(P)	EA	36.00	\$ 1,139.77	\$ 41,031.72 Bidder's Price: \$41,031.84	\$ 1,150.00	\$ 41,400.00	\$ 920.00	\$ 33,120.00
57	644	6027	IN SM RD SN SUP&AM TYS80(1)SA(P)	EA	4.00	\$ 1,462.71	\$ 5,850.84	\$ 1,300.00	\$ 5,200.00	\$ 948.75	\$ 3,795.00
58	662	6063	WK ZN PAV MRK REMOV (W)4*(SLD)	LF	1,008.00	\$ 2.41	\$ 2,429.28 Bidder's Price: \$2425.44	\$ 2.50	\$ 2,520.00	\$ 1.3225	\$ 1,333.08
59	662	6094	WK ZN PAV MRK REMOV (Y)4*(DOT)	LF	168.00	\$ 2.41	\$ 404.88 Bidder's Price: \$404.24	\$ 2.50	\$ 420.00	\$ 1.61	\$ 270.48
60	662	6095	WK ZN PAV MRK REMOV (Y)4*(SLD)	LF	3,874.00	\$ 2.41	\$ 9,336.34 Bidder's Price: \$9321.57	\$ 2.50	\$ 9,685.00	\$ 1.104001032	\$ 4,276.90
61	666	6006	REFL PAV MRK TY I (W)4*(DOT)(100MIL)	LF	24.00	\$ 3.17	\$ 76.08 Bidder's Price: \$75.98	\$ 3.25	\$ 78.00	\$ 14.375	\$ 345.00
62	666	6045	REFL PAV MRK TY I (W)18*(SLD)(100MIL)	LF	704.00	\$ 12.03	\$ 8,469.12 Bidder's Price: \$8469.78	\$ 13.00	\$ 9,152.00	\$ 5.4625	\$ 3,845.60
63	666	6048	REFL PAV MRK TY I (W)24*(SLD)(100MIL)	LF	93.00	\$ 17.73	\$ 1,648.89 Bidder's Price: \$1648.87	\$ 17.00	\$ 1,581.00	\$ 6.90	\$ 641.70
64	666	6054	REFL PAV MRK TY I (W)(ARROW)(100MIL)	EA	1.00	\$ 202.63	\$ 202.63	\$ 200.00	\$ 200.00	\$ 207.00	\$ 207.00
65	666	6099	REF PAV MRK TY I(W)18*(YLD TRI)(100MIL)	EA	21.00	\$ 44.32	\$ 930.72 Bidder's Price: \$930.81	\$ 60.00	\$ 1,260.00	\$ 51.75	\$ 1,086.75



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ITEM NO.	ITEM - CODE		BRIEF DESCRIPTION OF ITEM	UNIT	QTY.	UNIT PRICE	TOTAL AMOUNT	UNIT PRICE	TOTAL AMOUNT	UNIT PRICE	TOTAL AMOUNT
	ITEM NO.	CODE NO									
66	666	6105	REFL PAV MRK TY I (W)(BIKE ARW)(100MIL)	EA	14.00	\$ 240.62	\$ 3,368.68 Bidder's Price: \$3,368.66	\$ 280.00	\$ 3,920.00	\$ 143.75	\$ 2,012.50
67	666	6111	REFL PAV MRK TY I(W)(BIKE SYML)(100MIL)	EA	14.00	\$ 284.94	\$ 3,989.16 Bidder's Price: \$3,989.21	\$ 380.00	\$ 5,320.00	\$ 299.00	\$ 4,186.00
68	666	6123	REFL PAV MRK TY I (Y)4"(DOT)(100MIL)	LF	45.00	\$ 2.53	\$ 113.85 Bidder's Price: \$113.98	\$ 5.00	\$ 225.00	\$ 8.05	\$ 362.25
69	666	6167	REFL PAV MRK TY II (W) 4" (BRK)	LF	1,477.00	\$ 0.82	\$ 1,211.14 Bidder's Price: \$1,215.82	\$ 1.50	\$ 2,215.50	\$ 0.942999322	\$ 1,392.81
70	666	6168	REFL PAV MRK TY II (W) 4" (DOT)	LF	24.00	\$ 0.82	\$ 19.68 Bidder's Price: \$19.76	\$ 1.50	\$ 36.00	\$ 7.084166666	\$ 170.02
71	666	6206	REFL PAV MRK TY II (Y) 4" (DOT)	LF	45.00	\$ 0.82	\$ 36.90 Bidder's Price: \$37.04	\$ 1.50	\$ 67.50	\$ 3.96755556	\$ 178.54
72	666	6224	PAVEMENT SEALER 4"	LF	731.00	\$ 0.82	\$ 599.42 Bidder's Price: \$601.74	\$ 1.50	\$ 1,096.50	\$ 0.92	\$ 672.52
73	666	6225	PAVEMENT SEALER 6"	LF	192.00	\$ 0.95	\$ 182.40 Bidder's Price: \$182.36	\$ 1.60	\$ 307.20	\$ 1.0925	\$ 209.76
74	666	6229	PAVEMENT SEALER 18"	LF	704.00	\$ 4.43	\$ 3,118.72 Bidder's Price: \$3,120.45	\$ 5.00	\$ 3,520.00	\$ 1.725	\$ 1,214.40
75	666	6230	PAVEMENT SEALER 24"	LF	1,785.00	\$ 5.70	\$ 10,174.50 Bidder's Price: \$10,172.48	\$ 7.00	\$ 12,495.00	\$ 1.955002801	\$ 3,489.68
76	666	6231	PAVEMENT SEALER (ARROW)	EA	1.00	\$ 151.97	\$ 151.97	\$ 200.00	\$ 200.00	\$ 92.00	\$ 92.00
77	666	6243	PAVEMENT SEALER (YLD TRI)	EA	21.00	\$ 25.83	\$ 542.43	\$ 60.00	\$ 1,260.00	\$ 20.70	\$ 434.70
78	666	6244	PAVEMENT SEALER (BIKE ARROW)	EA	14.00	\$ 75.98	\$ 1,063.72 Bidder's Price: \$1,063.79	\$ 190.00	\$ 2,660.00	\$ 36.80	\$ 515.20
79	666	6245	PAVEMENT SEALER (BIKE SYMBOL)	EA	14.00	\$ 75.98	\$ 1,063.72 Bidder's Price: \$1,063.79	\$ 190.00	\$ 2,660.00	\$ 36.80	\$ 515.20
80	666	ELP1	REFL PAV MRK TY I (W) 4" (SLD) (100MIL)	LF	502.00	\$ 2.22	\$ 1,114.44 Bidder's Price: \$1,112.55	\$ 3.00	\$ 1,506.00	\$ 2.07	\$ 1,039.14
81	666	ELP2	REFL PAV MRK TY I (W) 6" (SLD) (100MIL)	LF	192.00	\$ 2.85	\$ 547.20 Bidder's Price: \$547.09	\$ 3.00	\$ 576.00	\$ 2.76	\$ 529.92
82	666	ELP3	REFL PAV MRK TY I (Y)4"(SLD)(100MIL)	LF	132.00	\$ 2.53	\$ 333.96 Bidder's Price: \$334.33	\$ 4.00	\$ 528.00	\$ 3.22	\$ 425.04



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BID TITLE: CAMPBELL STREET RECONSTRUCTION								BID NUMBER: 2023-0551			
BID DATE: JUNE 14, 2023								DEPARTMENT: CAPITAL IMPROVEMENT			
						Horizone Construction 1, LTD. El Paso, TX Bidder 4 of 6		International Eagle Enterprises, Inc. El Paso, TX Bidder 5 of 6		Martinez Bros. Contractors, LLC El Paso, TX Bidder 6 of 6	
ITEM NO.	ITEM - CODE		BRIEF DESCRIPTION OF ITEM	UNIT	QTY.	UNIT PRICE	TOTAL AMOUNT	UNIT PRICE	TOTAL AMOUNT	UNIT PRICE	TOTAL AMOUNT
	ITEM NO.	CODE NO									
83	ELP	ELP2	REL PAV MRK TY I (GREEN)24"(SLD)(100MIL)	LF	1,692.00	\$ 32.93	\$ 55,717.56 Bidder's Price: \$55,712.12	\$ 35.00	\$ 59,220.00	\$ 12.65	\$ 21,403.80
84	678	6001	PAV SURF PREP FOR MRK (4")	LF	2,246.00	\$ 0.61	\$ 1,370.06 Bidder's Price: \$1365.30	\$ 1.00	\$ 2,246.00	\$ 1.035	\$ 2,324.61
85	678	6002	PAV SURF PREP FOR MRK (6")	LF	192.00	\$ 0.82	\$ 157.44 Bidder's Price: \$158.05	\$ 1.20	\$ 230.40	\$ 1.3225	\$ 253.92
86	678	6007	PAV SURF PREP FOR MRK (18")	LF	704.00	\$ 2.03	\$ 1,429.12 Bidder's Price: \$1426.49	\$ 2.50	\$ 1,760.00	\$ 2.185	\$ 1,538.24
87	678	6008	PAV SURF PREP FOR MRK (24")	LF	1,785.00	\$ 2.41	\$ 4,301.85 Bidder's Price: \$4295.05	\$ 3.00	\$ 5,355.00	\$ 2.1275014	\$ 3,797.59
88	678	6009	PAV SURF PREP FOR MRK (ARROW)	EA	1.00	\$ 82.32	\$ 82.32	\$ 95.00	\$ 95.00	\$ 63.25	\$ 63.25
89	678	6022	PAV SURF PREP FOR MRK (18")(YLD TRI)	EA	21.00	\$ 49.39	\$ 1,037.19	\$ 65.00	\$ 1,365.00	\$ 25.30	\$ 531.30
90	678	6026	PAV SURF PREP FOR MRK (BIKE ARROW)	EA	14.00	\$ 31.66	\$ 443.24 Bidder's Price: \$443.25	\$ 45.00	\$ 630.00	\$ 37.95	\$ 531.30
91	678	6028	PAV SURF PREP FOR MRK (BIKE SYMBOL)	EA	14.00	\$ 34.83	\$ 487.62 Bidder's Price: \$487.57	\$ 47.00	\$ 658.00	\$ 37.95	\$ 531.30
92	680	6001	INSTALL HWY TRF SIG (FLASH BEACON)	EA	4.00	\$ 9,118.19	\$ 36,472.76 Bidder's Price: \$36,472.74	\$ 8,500.00	\$ 34,000.00	\$ 7,590.00	\$ 30,360.00
93	682	6003	VEH SIG SEC (12")LED(YEL)	EA	12.00	\$ 411.58	\$ 4,938.96 Bidder's Price: \$4939.02	\$ 400.00	\$ 4,800.00	\$ 1,150.00	\$ 13,800.00
94	684	6008	TRF SIG CBL (TY A)(12 AWG)(3 CONDR)	LF	251.00	\$ 5.07	\$ 1,272.57 Bidder's Price: \$1271.48	\$ 6.00	\$ 1,506.00	\$ 13.80	\$ 3,463.80
95	686	6025	INS TRF SIG PL AM (S)1 ARM(24')	EA	8.00	\$ 11,397.73	\$ 91,181.84 Bidder's Price: \$91,181.86	\$ 10,500.00	\$ 84,000.00	\$ 9,775.00	\$ 78,200.00
96	7114	6001	WATER FILLED BARRIER (350)(TL-3)	LF	216.00	\$ 74.26	\$ 16,040.16 Bidder's Price: \$16,039.46	\$ 180.00	\$ 38,880.00	\$ 46.00	\$ 9,936.00
Sum Total – Base Bid I (Line Items 1-96)						\$1,562,287.31 Bidder's Price: \$1,562,243.58		\$1,463,120.85		\$1,366,035.50	



**CITY OF EL PASO
REVISED PRICE TABULATION**



BID TITLE: CAMPBELL STREET RECONSTRUCTION							BID NUMBER: 2023-0551				
BID DATE: JUNE 14, 2023							DEPARTMENT: CAPITAL IMPROVEMENT				
					Horizone Construction 1, LTD. El Paso, TX Bidder 4 of 6		International Eagle Enterprises, Inc. El Paso, TX Bidder 5 of 6		Martinez Bros. Contractors, LLC El Paso, TX Bidder 6 of 6		
BASE BID II											
ITEM NO.	ITEM - CODE		BRIEF DESCRIPTION OF ITEM	UNIT	QTY.	UNIT PRICE	TOTAL AMOUNT	UNIT PRICE	TOTAL AMOUNT	UNIT PRICE	TOTAL AMOUNT
	ITEM NO.	CODE NO									
1	351	6009	FLEXIBLE PAVEMENT STRUCTURE REPAIR(14")	SY	145.00	\$ 164.63	\$ 23,871.35 Bidder's Price: \$23,871.92	\$ 150.00	\$ 21,750.00	\$ 184.00	\$ 26,680.00
2	402	6001	TRENCH EXCAVATION PROTECTION	LF	1,100.00	\$ 3.80	\$ 4,180.00 Bidder's Price: \$4,179.17	\$ 6.00	\$ 6,600.00	\$ 5.75	\$ 6,325.00
3	479	6008	ADJUSTING MANHOLES (WATER METER)	EA	1.00	\$ 1,779.77	\$ 1,779.77	\$ 1,000.00	\$ 1,000.00	\$ 2,300.00	\$ 2,300.00
4	7016	6003	WATER MAIN (PVC)(C-900)(6")	LF	10.00	\$ 354.60	\$ 3,546.00 Bidder's Price: \$3,545.96	\$ 465.00	\$ 4,650.00	\$ 345.00	\$ 3,450.00
5	7016	6004	WATER MAIN (PVC)(C-900)(8")	LF	890.00	\$ 278.61	\$ 247,962.90 Bidder's Price: \$247,964.00	\$ 125.00	\$ 111,250.00	\$ 149.50	\$ 133,055.00
6	7016	6009	WATER MAIN(DIP)(PC 350)(8")	LF	200.00	\$ 303.94	\$ 60,788.00 Bidder's Price: \$60,787.91	\$ 120.00	\$ 24,000.00	\$ 201.25	\$ 40,250.00
7	7016	6037	WATER SERVICE RPL & RECON (2")	EA	1.00	\$ 15,196.98	\$ 15,196.98	\$ 5,000.00	\$ 5,000.00	\$ 6,325.00	\$ 6,325.00
8	7016	6047	FIRE HYDRANT (NEW)	EA	1.00	\$ 16,969.96	\$ 16,969.96	\$ 10,000.00	\$ 10,000.00	\$ 13,800.00	\$ 13,800.00
9	7016	6048	FIRE HYDRANT (REMOVE & SALVAGE)	EA	1.00	\$ 1,899.62	\$ 1,899.62	\$ 1,500.00	\$ 1,500.00	\$ 3,450.00	\$ 3,450.00
Sum Total – Base Bid II (Line Items 1-9)					\$376,194.58		\$185,750.00		\$235,635.00		
					Bidder's Price: \$376,195.28						



**CITY OF EL PASO
REVISED PRICE TABULATION**



BID TITLE: CAMPBELL STREET RECONSTRUCTION BID DATE: JUNE 14, 2023							BID NUMBER: 2023-0551 DEPARTMENT: CAPITAL IMPROVEMENT				
					Horizone Construction 1, LTD. El Paso, TX Bidder 4 of 6		International Eagle Enterprises, Inc. El Paso, TX Bidder 5 of 6		Martinez Bros. Contractors, LLC El Paso, TX Bidder 6 of 6		
BASE BID III											
ITEM NO.	ITEM - CODE		BRIEF DESCRIPTION OF ITEM	UNIT	QTY.	UNIT PRICE	TOTAL AMOUNT	UNIT PRICE	TOTAL AMOUNT	UNIT PRICE	TOTAL AMOUNT
	ITEM NO.	CODE NO									
1	351	6009	FLEXIBLE PAVEMENT STRUCTURE REPAIR(14")	SY	164.00	\$ 164.63	\$ 26,999.32 Bidder's Price: \$26,999.96	\$ 140.00	\$ 22,960.00	\$ 184.00	\$ 30,176.00
2	402	6001	TRENCH EXCAVATION PROTECTION	LF	365.00	\$ 12.66	\$ 4,620.90 Bidder's Price: \$4,622.41	\$ 6.00	\$ 2,190.00	\$ 5.75	\$ 2,098.75
3	7016	6052	SAN SEWER PIPE (PVC)(SDR-35)(12")	LF	20.00	\$ 310.27	\$ 6,205.40 Bidder's Price: \$6,205.43	\$ 250.00	\$ 5,000.00	\$ 172.50	\$ 3,450.00
4	7016	6052	SAN SEWER PIPE (PVC)(SDR-35)(12") (TEMP BY-PASS)	LF	180.00	\$ 310.27	\$ 55,848.60 Bidder's Price: \$55,848.89	\$ 100.00	\$ 18,000.00	\$ 95.45	\$ 17,181.00
5	7016	6061	SAN SEWER MANHOLE (48 IN)(6 FT)	EA	5.00	\$ 9,624.75	\$ 48,123.75 Bidder's Price: \$48,123.76	\$ 6,000.00	\$ 30,000.00	\$ 9,200.00	\$ 46,000.00
6	7016	6063	SAN SEWER MANHOLE (48 IN)(EXTRA DEPTH)	LF	2.00	\$ 348.26	\$ 696.52 Bidder's Price: \$696.53	\$ 1,000.00	\$ 2,000.00	\$ 690.00	\$ 1,380.00
7	7016	6066	REMOVE EXISTING MANHOLE	EA	1.00	\$ 1,899.62	\$ 1,899.62	\$ 2,000.00	\$ 2,000.00	\$ 1,725.00	\$ 1,725.00
8	7016	6068	NEW SEWER SERVICE LATERAL (4")	EA	1.00	\$ 3,039.40	\$ 3,039.40	\$ 3,000.00	\$ 3,000.00	\$ 1,725.00	\$ 1,725.00
9	7016	EPW1	SAN SEWER PIPE (DIP) (PC 350) (12")	LF	165.00	\$ 335.60	\$ 55,374.00 Bidder's Price: \$55,373.98	\$ 200.00	\$ 33,000.00	\$ 172.50	\$ 28,462.50
Sum Total – Base Bid III (Line Items 1-9)						\$202,807.51		\$118,150.00		\$132,198.25	
						Bidder's Price: \$202,809.98					



**CITY OF EL PASO
REVISED PRICE TABULATION**



BID TITLE: CAMPBELL STREET RECONSTRUCTION BID DATE: JUNE 14, 2023							BID NUMBER: 2023-0551 DEPARTMENT: CAPITAL IMPROVEMENT				
					Horizone Construction 1, LTD. El Paso, TX Bidder 4 of 6		International Eagle Enterprises, Inc. El Paso, TX Bidder 5 of 6		Martinez Bros. Contractors, LLC El Paso, TX Bidder 6 of 6		
BASE BID IV											
ITEM NO.	ITEM - CODE		BRIEF DESCRIPTION OF ITEM	UNIT	QTY.	UNIT PRICE	TOTAL AMOUNT	UNIT PRICE	TOTAL AMOUNT	UNIT PRICE	TOTAL AMOUNT
	ITEM NO.	CODE NO									
1	110	6003	EXCAVATION (SPECIAL)	CY	63.00	\$ 335.60	\$ 21,142.80 Bidder's Price: \$21,142.79	\$ 95.00	\$ 5,985.00	\$ 126.50	\$ 7,969.50
2	400	6005	CEM STABIL BKFL	CY	33.00	\$ 316.60	\$ 10,447.80 Bidder's Price: \$10,447.92	\$ 220.00	\$ 7,260.00	\$ 172.50	\$ 5,692.50
3	402	6001	TRENCH EXCAVATION PROTECTION	LF	369.00	\$ 12.66	\$ 4,671.54 Bidder's Price: \$4,673.07	\$ 10.00	\$ 3,690.00	\$ 17.25	\$ 6,365.25
4	464	6008	RC PIPE (CL III)(36 IN)	LF	124.00	\$ 303.94	\$ 37,688.56 Bidder's Price: \$37,688.50	\$ 245.00	\$ 30,380.00	\$ 258.75	\$ 32,085.00
5	464	6025	RC PIPE (CL V)(18 IN)	LF	210.00	\$ 159.57	\$ 33,509.70 Bidder's Price: \$33,509.33	\$ 120.00	\$ 25,200.00	\$ 299.00	\$ 62,790.00
6	464	6084	RC PIPE (ARCH)(CL IV)(DES 1)	LF	32.00	\$ 319.14	\$ 10,212.48 Bidder's Price: \$10,212.37	\$ 500.00	\$ 16,000.00	\$ 575.00	\$ 18,400.00
7	465	6003	MANH (COMPL)(PRM)(60IN)	EA	1.00	\$ 13,424.00	\$ 13,424.00	\$ 10,500.00	\$ 10,500.00	\$ 16,100.00	\$ 16,100.00
8	465	6004	MANH (COMPL)(PRM)(72IN)	EA	4.00	\$ 17,476.52	\$ 69,906.08 Bidder's Price: \$69,906.09	\$ 14,000.00	\$ 56,000.00	\$ 20,700.00	\$ 82,800.00
9	465	6037	INLET (COMPL)(PCU)(5FT)(NONE)	EA	2.00	\$ 12,410.86	\$ 24,821.72 Bidder's Price: \$24,821.73	\$ 8,000.00	\$ 16,000.00	\$ 9,775.00	\$ 19,550.00
10	465	6038	INLET (COMPL)(PCU)(5FT)(LEFT)	EA	2.00	\$ 12,613.49	\$ 25,226.98	\$ 10,000.00	\$ 20,000.00	\$ 17,825.00	\$ 35,650.00
11	465	6039	INLET (COMPL)(PCU)(5FT)(RIGHT)	EA	1.00	\$ 13,424.00	\$ 13,424.00	\$ 10,000.00	\$ 10,000.00	\$ 17,825.00	\$ 17,825.00
12	465	6040	INLET (COMPL)(PCU)(5FT)(BOTH)	EA	1.00	\$ 13,677.28	\$ 13,677.28	\$ 10,800.00	\$ 10,800.00	\$ 27,600.00	\$ 27,600.00
Sum Total – Base Bid IV (Line Items 1-12)						\$278,152.94		\$211,815.00		\$332,827.25	
						Bidder's Price: \$278,154.06					
Sum Total – Base Bid I + Base Bid II + Base Bid III + Base Bid IV						\$2,419,442.34		\$1,978,835.85		\$2,066,696.00	
						Bidder's Price: \$2,419,402.91					
Bid Bond						YES		YES		YES	
Amendments Acknowledged						YES		YES		YES	
NOTE: The information contained in this bid tabulation is for information only and does not constitute actual a											

Online Views for 2023-0551 Campbell Street Reconstruction

<u>No.</u>	<u>Participant Name</u>	<u>City</u>	<u>State</u>
1	Aztec Contractors Inc	EL PASO	TX
2	Allen Concrete, LLC	El Paso	TX
3	Horizone Construction 1 LTD	El Paso	TX
4	Martinez Bros. Contractors, LLC	El Paso	TX
5	International Eagle Enterprises	El Paso	TX
6	CSA Constructors (Karlsruher, Inc.)	El Paso	TX
7	linde gas and equipment inc.	El Paso	TX
8	DYER CYCLE	El Paso	TX
9	Arnold Machine, Inc.	Tiffin	OH
10	Group Travel Consultants, Inc	Orlando	FL
11	WOFFORD TRUCK PARTS (TE EL PASO,LLC)	EL PASO	TX
12	Delegard Tool of Texas	Houston	TX
13	AAORSI	Dayton	OH
14	Alpha Group Construction LLC	El Paso	TX
15	Amtek USA, Austin	Houston	TX
16	Caballero Electric Co	El Paso	TX
17	CEA Group (CEA Engineering Group, Inc.)	El Paso	TX
18	ConstructConnect	Cincinnati	OH
19	Construction Reporter	Albuquerque	NM
20	D&H United Fueling Solutions	El Paso	TX
21	GORMAN MOISTURE PROTECTION, INC.	El Paso	TX
22	Hauling Ace Dispatching LLC	Arlington	TX
23	Manny's Landscape And Irrigation	Las Cruces	NM
24	MoboTrex, Inc.	Davenport	IA
25	Moreno Cardenas Inc.	El Paso	TX
26	Pro-Bar Electrical Contractors	El Paso	TX
27	The PlanIt Room	El Paso	TX
28	Tri-State Electric Ltd	Vinton	TX
29	Valor GC	El Paso	TX
30	Virtual Builders Exchange	San Antonio	TX



Legislation Text

File #: 23-1004, 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) 212-0065

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 Agreement for Professional Services to perform civil engineering services on a task by task basis by and between the City of El Paso and each of the following six (6) consultants:

1. AECOM Technical Services, Inc.
2. Dannenbaum Engineering Company - El Paso, LLC.
3. Frank X. Spencer and Associates, Inc.
4. CEA Group, Inc.
5. Consor Engineers, LLC.
6. Bartlett & West, Inc.

Each On Call Agreement will be for an amount not to exceed Seven Hundred Fifty Thousand and No/100 Dollars (\$750,000.00), and each agreement will include authorization for the City Engineer to approve additional Basic Services and Reimbursables for an amount not to exceed Fifty Thousand and No/100 Dollars (\$50,000.00) and authorization for the City Engineer to approve Additional Services for an amount not to exceed Fifty Thousand and No/100 Dollars (\$50,000.00) if the identified services are necessary for proper execution of identified project and if the increased amounts are within the appropriate budget identified for a project. In addition, the City Manager is authorized to establish the funding sources and make any necessary budget transfers and execute any and all documents necessary for execution of each On Call Agreement.

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

AGENDA DATE: August 1, 2023

PUBLIC HEARING DATE: N/A

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

DISTRICT(S) AFFECTED: All

STRATEGIC GOAL: No.7: Enhance and Sustain El Paso's Infrastructure Network

SUBGOAL: N/A

SUBJECT:

That the City Manager be authorized to sign a two year On Call Agreement for Professional Services to perform civil engineering services on a task by task basis by and between the City of El Paso and each of the following six (6) consultants:

1. AECOM Technical Services, Inc.
2. Dannenbaum Engineering Company – El Paso, LLC.
3. Frank X. Spencer and Associates, Inc.
4. CEA Group, Inc.
5. Consor Engineers, LLC.
6. Bartlett & West, Inc.

Each On Call Agreement will be for an amount not to exceed Seven Hundred Fifty Thousand and No/100 Dollars (\$750,000.00), and each agreement will include authorization for the City Engineer to approve additional Basic Services and Reimbursables for an amount not to exceed Fifty Thousand and No/100 Dollars (\$50,000.00) and authorization for the City Engineer to approve Additional Services for an amount not to exceed Fifty Thousand and No/100 Dollars (\$50,000.00) if the identified services are necessary for proper execution of identified project and if the increased amounts are within the appropriate budget identified for a project. In addition, the City Manager is authorized to establish the funding sources and make any necessary budget transfers and execute any and all documents necessary for execution of each On Call Agreement.

BACKGROUND / DISCUSSION:

The On Call Agreement for professional services to perform civil engineering services assists the Capital Improvement Department as well as User Departments to expedite and complete tasks for projects. City Council approved the previous two year On Call Agreement for civil engineering services on May 11, 2021. This new agreement will be for a two-year term for an amount not to exceed \$750,000.00, with an option to increase contract capacity up to \$100,000.00 granted to the City Engineer.

PRIOR COUNCIL ACTION:

May 11, 2021 – City Council approved a two year on call agreement for professional services to perform civil engineering services on a task-by-task basis.

AMOUNT AND SOURCE OF FUNDING:

2019 Public Safety Bond, Capital Plans, Environmental/Airport Enterprise Funds, Quality of Life Bonds

HAVE ALL AFFECTED DEPARTMENTS BEEN NOTIFIED? ☒ YES ☐ NO

PRIMARY DEPARTMENT: Capital Improvement Department

SECONDARY DEPARTMENT: N/A

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

DEPARTMENT HEAD:



Yvette Hernandez, P.E., City Engineer

RESOLUTION

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

That the City Manager be authorized to sign a two-year On-Call Agreement for Professional Services to perform civil engineering services on a task-by-task basis by and between the City of El Paso and each of the following six (6) consultants:

1. AECOM Technical Services, Inc.
2. DEC - El Paso, LLC.
3. Frank X. Spencer & Associates, Inc.
4. CEA Group, Inc
5. Consor Engineers, LLC
6. Bartlett & West Inc.

Each On-Call Agreement will be for an amount not to exceed \$750,000.00, and each agreement will include authorization for the City Engineer to approve additional Basic Services and Reimbursables for an amount not to exceed \$50,000.00 and authorization for the City Engineer to approve Additional Services for an amount not to exceed \$50,000.00 if the identified services are necessary for proper execution of identified project and if the increased amounts are within the appropriate budget identified for a project. In addition, the City Manager is authorized to establish the funding sources and make any necessary budget transfers and execute any and all documents necessary for execution of each On-Call Agreement.

APPROVED THIS _____ DAY OF _____ 2023.

(Signatures on the following page)


CITY OF EL PASO:

Oscar Leeser
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

SOLICITATION #2023-0450 - On Call Professional Services Civil Engineering

	Aecom	Bartlett-West	Brock & Bustillos	CEA	Conzor	CSA	DEC	Essco	GRV	HDR	FXSA	Mci
Rater 1	58	55	51	60	61	48	58	52	58	60	55	57
Rater 2	82	69	51	60	61	48	82	52	58	60	79	57
Rater 3	61	61	57	63	61	59	63	60	59	61	62	61
Rater 4	67	58	68	70	66	58	67	59	66	60	63	64
	268	243	227	253	249	213	270	223	241	241	259	239

Ranking:

Total:

1	DEC	270
2	AECOM	268
3	FXSA	259
4	CEA	253
5	Conzor	249
6	Bartlett-West	243
7	GRV and HDR (tie)	241
8	MCI	239
9	Brock & Bustillos	227
10	Essco	223
11	CSA	213

THE STATE OF TEXAS)
)
COUNTY OF EL PASO)

**ON-CALL
AGREEMENT FOR
PROFESSIONAL SERVICES**

This Agreement is made this ____ day of _____, 2023 by and between the **CITY OF EL PASO**, a municipal corporation organized and existing under the laws of the State of Texas, hereinafter referred to as the “**Owner**”, and AECOM Technical Services Inc., a California corporation authorized to transact business in Texas, hereinafter referred to as the “**Consultant**”.

WHEREAS, the Owner intends to engage the Consultant to perform professional civil engineering services on a task order basis through the use of task orders referencing this Agreement, the scope of which is further described in **Attachment “A”**; and

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

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

**ARTICLE I
ATTACHMENTS**

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

Attachment “A”	Scope of Services and Project Budget
Attachment “B”	Consultant’s Fee Proposal and Hourly Rates
Attachment “C”	Consultant’s Basic and Additional Services
Attachment “D”	Payment and Deliverable Schedules
Attachment “E”	Insurance Certificate
Attachment “F”	Federal Aviation Administration contract provisions for Airport Improvement Program Projects

**ARTICLE II
PROJECT**

2.1 The Owner hereby agrees to retain the Consultant and the Consultant agrees to perform on-call professional services on a Task Order basis. Each individual Task Order will identify the Project (“**Project**”) and the total compensation due to each Project. The Task Order for each Project shall include the Scope of Services described in **Attachment “A”**.

2.2 For each Project, the Consultant shall comply with the City of El Paso Capital Improvement Department Construction Document Guidelines in effect on the execution date of this Agreement in the performance of the services requested under this Agreement. Such Guidelines are available in the Capital Improvement Department.

- 2.3** The Consultant shall serve as the Owner's professional representative in those phases of the Project to which this Agreement applies and shall give consultation and advice to the Owner during the performance of services.
- 2.4** The Owner shall provide all available information to the Consultant, as to the Owner's requirements for each construction contract. The Owner shall also provide to the Consultant, all known information pertinent to the Project site, including previous reports and other data relative to design, such as "as-built" drawings or physical conditions now existing at the Project site. In performing its services, the Consultant will be entitled to rely upon the accuracy of the Owner provided information.
- 2.5** The Owner hereby designates the City Engineer of the City of El Paso as the Owner's representative with respect to the professional services to be provided by the Consultant pursuant to this Agreement. The City Engineer shall have complete authority to transmit instructions, receive information, interpret and define Owner's policies, and decisions with respect to materials, equipment, elements, and systems pertinent to the work covered by this Agreement. City Engineer will render written decisions within a five (5) working days time period.

ARTICLE III CONSULTANT FEES AND PROJECT BUDGET

3.1 PAYMENT TO CONSULTANT. The Owner shall pay to the Consultant an amount not to exceed **\$750,000.00** 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: AECOM Technical Services, Inc.
 Attn: Maribel P. Chavez, P.E. Vice President
 801 Cherry St., Suite 1050
 Ft. Worth, Texas 76102

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:


Cary Westin
Interim 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 §

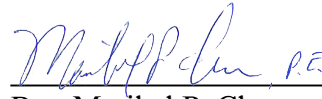
This instrument was acknowledged before me on this ____ day of _____, 2023,
by **Cary Westin**, as **Interim City Manager** of the **City of El Paso, Texas**.

Notary Public, State of Texas

My commission expires:

(Signatures continue on following page)

CONSULTANT:
AECOM TECHNICAL SERVICES, INC.



By: Maribel P. Chavez
Title: Vice President

(Acknowledgment)

THE STATE OF TEXAS §
 §
COUNTY OF EL PASO §

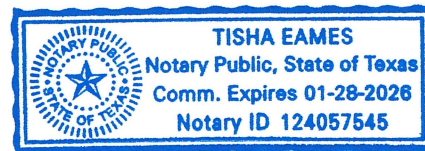
This instrument was acknowledged before me on this 29 day of June, 2023,
by Maribel P. Chavez, as Vice President of AECOM Technical Services, Inc.



Notary Public, State of Texas

My commission expires:

01/28/2026



**ATTACHMENT “A”
SCOPE OF SERVICES**

ATTACHMENT “A” SCOPE OF SERVICES

The contracts will be used for miscellaneous assignments on an on-call basis to include as appropriate:

Investigation:

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

Design:

Design shall meet all City, State, and Federal requirements for the project and shall be performed in phases as presented in the project schedule specified for each project.

The firm is responsible to submit a turnkey design product. The firm shall be responsible for providing State of Texas licensed Engineers, and Land Surveyors required to provide design services. The firm shall follow City of El Paso design specifications and procedures for the development of the specified project and comply with all laws, regulations and policies set by the City of El Paso and the State. Irrigation design shall be designed by a licensed irrigator registered in the State of Texas and shall comply with City of El Paso Design and Construction Standards. In addition, the firm shall be responsible for necessary Texas Department of Licensing and Regulation (TDLR) fees, registration, and for inspection.

Aside from complying with local building codes, the firm shall comply with the City of El Paso Design Standards for Construction and Grading Ordinance, City of El Paso Capital Improvement Department Drawing Guidelines, City of El Paso Bike Plan, National Association of City Transportation Officials (NACTO) Urban Bikeway Design and Urban Street Design Guide, and the Dark Sky Ordinance as applicable. The firm is responsible with ensuring the project design is compliant with all federal, state, and local regulations and ordinances.

The firm shall provide Civil Engineering project management and design and survey services, develop plans and specifications, contract documents, estimates construction contracts and if necessary an Engineer's Report.

Sole sourcing will not be allowed. The firm shall prepare both design and performance specifications. The firm shall provide a guide schedule of necessary testing and sampling. Buy America must be enforced during design process.

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

Studies and Reports:

The firm shall perform research and database creation to conduct studies and produce reports to include investigations, drawings and sketches and, cost estimates. Reports shall include description of alternatives considered, estimates of construction costs, conclusions and recommendations. This task includes the preparation of feasibility studies, structural analysis, design analysis, traffic impact analysis, and other studies as required.

Planning:

The firm shall assist the City in providing schedules for obtaining utility easements, utility service lines and other permits. The firm shall comply with requirements set by the City's Capital Improvement and Planning and Inspections Departments. Preparation of plans, specifications and cost estimates for design of buildings, structures and similar construction, design of street and drainage improvements, other site improvements, civil, structural, soils forensic engineering, and subsurface utility engineering to include records research and field verification. The firm shall present design to City of El Paso Bicycle Advisory Committee for specified projects.

Soils Investigation:

The firm shall provide a soil investigation and soils forensic engineering, and pavement design report for specified projects. Pavement design report shall include a life expectancy analysis.

Cost Estimates:

The firm shall develop and submit the construction cost estimates. The cost opinion 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 selected contractor. As noted herein, if the all responsible bids exceed the final cost opinion by more than **ten percent (10%)**, the firm agrees, at the direction of the City, to redesign the project without additional charge to the City to bring the project within the budgetary limitations. After bidding, the firm shall submit a bid evaluation per bid item table and a letter of recommendation/rejection of bids.

Design Analysis:

The firm shall perform design analysis for t h e project to ensure public safety. Design analysis shall include all engineering calculations for review by the City, governmental authorities who may have jurisdiction over each construction contract, and public utilities. All design analysis must comply with all applicable City, County, State, and Federal laws and regulations.

Technical Specifications:

The firm shall prepare and provide technical specifications. The specifications shall be based on the most current version of CSI Master Format. No sole sourcing shall be allowed. All specifications must include type of materials listed in the construction drawings, placement method

and quality control and quality assurance testing. The specification shall correlate with unit price format. All specifications must comply with established specification standards and formats. The firm shall provide both design and performance specifications.

ADA Compliance and Requirements:

The firm shall include and comply with Americans With Disabilities Act (ADA), the 2022 Texas Accessibility Standards (T.A.S), and Texas Department of Licensing and Regulation requirements.

Under this contract, the firm will employ the services of a Registered Accessibility Specialist (RAS) to perform a review of design documents and inspection of construction. The firm shall comply with RAS design comments.

Public Art:

If directed by the Capital Improvement Department, the firm shall coordinate with the Museum & Cultural Affairs Department (MCAD) for concept, design and installation of the Public Art.

Surveys:

The firm shall provide all topographic, horizontal surveys necessary to provide a complete design. Survey shall include project boundaries, improvement surveys and identify all utilities. Immediately after Notice to Proceed (NTP) the firm shall verify all right-of-way (ROW) boundaries and identify any conflicts with the project.

Geometric Improvements:

The firm shall provide a detailed schematic and preferred geometric alignment, including typical section(s) that should be defined enough to determine basic requirements such as drainage structures, ROW, business or home relocations, and utility conflicts that must comply and meet with all applicable City, County, State, and Federal laws and regulations.

The firm shall be responsible for the preparation of traffic data and provide existing ROW limits and location of utilities. The firm shall also generate preliminary cross sections to aid in determining ROW needs and control of access restrictions, and examine needs for special drainage or run-off pollution control measures, and hydraulic system issues. The plans and specifications must identify how constraints will be handled, consider utility conflict, and identify potential conflicts. The firm shall prepare and evaluate pavement design report for compatibility with proposed construction, skewed intersections or replace with better functional and operational design. The firm will establish sizes of drainage structures add location and size to schematic.

When work is railroad ROW, the firm shall coordinate with the railroad as appropriate to locate all potential and existing railroad crossings, determine existing crossing conditions, and traffic control requirements, and identify the need and recommendations for interconnection, closing or consolidating grade crossings.

Building Permits, Special Permits, and Other Land Use Permits:

The firm shall be responsible to comply with all local, state, and federal codes. The firm shall be responsible to submit required sets to City of El Paso Planning and Inspections Department (BP&I) for review and approval during final design phase period. The firm shall be responsible to obtain approval from BP&I before the construction documents are submitted for bid advertisement. It shall be the responsibility of the firm to follow up review and approval process with the BP&I. After approval, the firm will pick up approved plans and store them in a safe place. The firm shall not be responsible to pull permit. The pulling of the permit shall be responsibility of building contractor. BP&I shall be responsible to review grading and drainage, storm water pollution prevention plan, electrical, structural, mechanical, plumbing permit requirements.

The firm shall be responsible for the preparation all documents that include but are not limited to: metes and bounds descriptions, site plans, elevations, and applications for permits, special permits, zoning changes, and land use permits. The provider shall represent the City of El Paso to make presentations, answer questions at the City of El Paso Bicycle Advisory Committee meetings and City Council meetings.

Storm Water Pollution Prevention and Erosion Control Plan:

The firm shall prepare and provide storm water pollution prevention plan. The firm shall be knowledgeable on the storm water pollution prevention plan requirements. The storm water pollution prevention plan shall be submitted to BP&I for review and approval.

Utility Services and Utility Easements:

Based on the design, the firm shall coordinate with all utilities and interested parties that will be affected by the proposed project improvements. The firm shall submit all applications to the utilities and interested parties on behalf of the City. However, the City shall pay all utility service fees. The firm will not pull the installation of service. The building contractor shall coordinate the installation of the service. Construction documents shall clearly show all utility company contacts and type of service requested. Before the construction documents are submitted for bid advertisement, the firm shall submit all utility service requests. The firm shall prepare all metes and bounds descriptions for utility easements and/or vacations. The firm shall coordinate easements and/or vacations with City staff and respective utility companies and all interested parties. All documents and coordination efforts by the firm shall be complete by or before the 90% design phase due date. A checklist of all coordinated services, easements shall be submitted monthly.

Utility Coordination:

The firm shall be responsible to verify utility locations in the field and coordinate design efforts with all affected utility companies and interested parties. The purpose is to minimize utility relocation without compromising design standards. The firm shall verify utility lines, valves, covers, manholes, etc. from the different utility companies and interested parties during the

preliminary design phase, subsurface utilities shall be included as part of the firm's responsibilities to include records research and field verifications. All existing utility structures shall be shown on the preliminary design plan submittal. The firm shall meet with all affected utility companies and interested parties to discuss proposed design. Based on these coordination meetings and correspondence that is sent between the firm and utility companies and interested parties the need and extent of relocation shall be determined. If a dispute arises, the firm shall immediately setup a meeting between the City's Project Manager and the utility company or interested parties to resolve the dispute. The firm, on behalf of the City, shall request from all utility companies or interested parties that they relocate all lines that conflict with new improvements. However, El Paso Water Utilities (EPWU) can request that the City include as part of the street and drainage improvement bid package the relocation of their utility lines provided that the utility company or interested parties signs an agreement with the City and funding is provided. The firm shall coordinate this effort with the utility companies and interested parties and advise them of the City policy to minimize pavement cuts on new roadways. All correspondence and meeting minutes shall be submitted to the City when each phase is due. Construction documents shall clearly show all existing and proposed utility lines and utility company or interested party contacts. All documents and coordination efforts by the firm shall be complete by or before the final design phase due date. The firm shall submit all utility clearance letters from each utility company or interested parties by or before the 90% design phase. If relocations cannot occur before construction consultant must incorporate into construction phasing and coordinate relocation date.

Public Involvement:

The firm shall assist the City throughout public outreach activities required by the City by providing plans/exhibits showing the proposed improvements and how those improvements will affect adjacent property owners and in identification of stakeholders. Community meetings will be held for the design phase, and the firm shall be responsible to attending the meetings, prepare presentations and required exhibits for the proposed improvements.

Street Car Track Access:

If required, the firm shall be responsible to follow the Track Access Program Policy on the El Paso Streetcar (EPSC) Operational Right-of-Way (ROW) and under any streetcar infrastructure within 10 feet and 25 feet of the track centerline to include trenching and excavations. <http://www.sunmetro.net/streetcar/track-access>.

Traffic and Pedestrian Control Plan and Analysis:

The firm shall provide a traffic and pedestrian control plan based on traffic analysis. Traffic analysis may also include miscellaneous assignments related to planning, geometric design and traffic operations of roads, streets and highways and their networks, terminals, abutting lands and relationships with other modes of transportation for the achievement of safe, efficient and convenient movement of people and goods.

Construction Sequencing Plan:

The firm shall provide a construction-sequencing plan. The firm shall take into consideration all

work tasks required of all base bids, and different work tasks to include EPWU, which shall be shown as other phases or on its own.

Construction Schedule:

The firm shall meet with City's Project and Construction Managers to determine construction schedule. The schedule shall take into account lead delivery time of materials, equipment, and any known utility relocations. The firm shall evaluate proposed changes to the contract and actively manage impacts to the project. The meeting shall be held after pre-final plans are submitted, but before Final Design Notice to proceed is issued. The information will allow the firm to prepare a current market cost estimate at the final design phase submittal.

Contract Time Determination:

The firm shall prepare a contract time determination to identify clearly and accurately the critical path as the longest continuous path. Provide a legend for all abbreviations, run date, data date, project start date, and project completion date in the title block necessary for the activities and estimated expected duration of the activity or milestone indicating the progress of the project.

Using calendars incorporate seasonal weather conditions into the schedule for work (e.g., earthwork, concrete paving, structures, asphalt, drainage, utilities, etc.) that may be influenced by temperature or precipitation. Also, include non-work periods such as holidays, weekends, or other non-work days as identified in the contract.

PRODUCTS REQUIRED:

Pre-Design Report (If applicable)

The firm shall be responsible to deliver a Pre-Design Analysis before submitting the 30% design phase, after notice to proceed' the schedule for the predesign report will be determined on a per project basis. This process shall include but not be limited to the following:

- Evaluate existing ROW and expected ROW acquisition if any
- Evaluate street alignment
- Develop typical sections
- Pavement design based on geotechnical recommendation
- Identify possible utility conflicts
- Identify possible additional conflicts with proposed improvements
- Provide construction estimate of proposed improvements
- Evaluate bicycle and pedestrian improvements

30% Design:

The firm shall submit the following preliminary design submittal, as applicable.

- Coversheet (90% complete)

- Quantity Summary Sheet (100% complete)
- Landscape Architectural Plan and Details (50% complete)
- Electrical Plan and Details (50% complete)
- Mechanical Plan and Details (50% complete)
- Plumbing Plan and Details (50% complete)
- Horizontal Control Plan (90% complete)
- Demolition Plan (90% complete)
- Construction Notes (50% complete)
- Storm Water Pollution Prevention Plan (75% complete)
- Typical Construction Details (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)
- List of Governing Specs (100% complete)
- General Notes
- Engineer's Estimate
- Design Criteria
- Geotechnical Report
- Pavement Design Memo (if applicable)
- Utility Status and coordination report

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

60% Design:

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

- Coversheet (100% complete)
- Quantity Summary Sheet (100% complete)
- Architectural Plan and Details (75% complete)
- Electrical Plan and Details (75% complete)
- Mechanical Plan and Details (75% complete)
- Plumbing Plan and Details (75% complete)
- Horizontal Control Plan (100% complete)
- Demolition 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 (95% complete)
- Grading Plan (95% complete)
- Landscape Plan (95% 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)
- List of Governing Specs (100% complete)
- General Notes
- Engineer's Estimate
- Design Criteria
- 30% complete action items report and complete review comment forms
- Contract time determination
- Certifications (ROW, Utilities, etc.)
- Temporary Road Closure Request
- Construction Speed Zone Request
- TDLR Registration Form
- Redlines showing quality control
- Utility Status and coordination report

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

95% Design:

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

- Cover Sheet (100% complete)
- Quantity Summary Sheet (100% complete)
- Architectural Plan and Details (100% complete)
- Electrical Plan and Details (100% complete)
- Mechanical Plan and Details (100% complete)
- Plumbing Plan and Details (100% complete)
- Horizontal Control Plan (100% complete)
- Demolition Plan (100% complete)
- Construction Notes (100% complete)
- Storm Water Pollution Prevention Plan (100% complete)
- Typical Construction Details (100% complete)
- Special Construction Details (100% complete)
- Site Plan (100% complete)
- Grading Plan (100% complete)

- Landscape Plan (100% complete)
- Typical Landscape Details (100% complete)
- Special Landscape Details (100% complete)
- Pre-final Irrigation Layout (100% complete)
- Typical Irrigation Details (100% complete)
- Special Irrigation Details (100% complete)
- Outline of Specifications (100% complete)
- List of Governing Specs (100% complete)
- General Notes
- Engineer's Estimate
- Design Criteria
- 60% complete action items report and complete review comment forms
- Contract time determination
- Certifications (ROW, Utilities, etc.)
- Temporary Road Closure Request
- Construction Speed Zone Request
- TDLR Registration Form
- Performance end date
- Redlines showing quality control
- Utility status and coordination report

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

100% Design:

The firm shall re-submit the 95% documentation with City comments addressed.

Bidding and Construction:

The firm shall provide constructability, ability to bid, operability reviews on proposed construction projects. The review will cover such items as detail and cut omissions and inconsistencies between plans and specifications, vague or ambiguous notes and references and lack of coordination between drawings of all disciplines involved in the project.

The firm shall submit the following for bidding both in hard copy and in electronic format:

- Full and complete sealed set of drawings
- Full and complete sealed set of technical specifications and list of governing specs both in hard copy and electronic format
- Detailed scope of work both in hard copy and electronic format
- Detailed unit price bid proposal form, both in hard copy and electronic format
- Detailed real-world value cost estimate
- Construction time determination schedule

During the bidding process, the firm shall respond to all questions from prospective bidders, attend a pre-bid conference, and if required prepare addendums.

After bid opening, the firm shall provide all documentation required for State concurrence, these items include:

- Engineer's Cost Estimate line item review
- Engineer's Bid Tab review and recommendation letter

During the construction phase, the firm shall assist the City, on a time and materials basis, with but not limited to the following items:

- Responding to all questions from the contractor (requests for information, RFIs)
- Providing advice and recommendation to the Owner and other technical engineering functions and analysis as may be required by the City
- Reviewing contractor technical submittals
- Participate in "punch list" inspection and provide punch list to Owner
- Produce and provide a set of reproducible (11"x17") "as-built" drawings of new construction in electronic format or hard copy if requested

Construction Observation:

The firm shall provide the following and upon request:

- Designate and assign a project representative, subject to the approval of the City, who will serve as the point of contact during the on-site observation and inspection of the construction work in progress and to ascertain that the work is properly executed in conformance with the drawings and specifications.
- The project representative will be responsible for the complete coordination of work developed under each assignment. Work will be accomplished with adequate controls and review procedures to eliminate conflicts, errors, and omissions, and to ensure the technical accuracy of all design information.
- Attend the weekly construction meetings as requested, to be scheduled by the City Project Manager. Other periodic meetings shall be held whenever requested by the City for discussion of questions and problems relating to the work being performed by the firm. The firm shall be required to attend and participate in all design conferences pertinent to the work being performed.
- Respond to Requests for Information (RFIs) within three (3) business days
- Conduct project site visits and produce a project observations report within three (3) business days of the project site visit as requested by the Project Manager.
- Review and approve contractor shop drawings and material submittals and make recommendations within three (3) business days at a maximum or within a schedule previously agreed established by the City Project Manager and with the final approval by the City.
- Prepare cost estimates for street and drainage improvements, park and site improvements, and other project estimates as requested when the contractor submits a change order.

- Provide as-built drawings of new construction.
- Provide other civil engineering functions and analysis as may be required by the City as unforeseen conditions may occur.
- Participate in punch list inspections as scheduled by the City Project Manager
- Provide a letter at the end of the construction to certify that the project was constructed according to project requirements, plans, and specifications.

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

HOURLY RATE SCHEDULE LUMP SUM AND/OR UNIT COST PAYMENT BASIS

PRIME PROVIDER NAME:	AECOM Technical Services, Inc.		
DIRECT LABOR			
LABOR/STAFF CLASSIFICATION	YEARS OF EXPERIENCE	HOURLY BASE RATE	HOURLY CONTRACT RATE
Principal	20+	\$106.57	\$262.00
Project Manager	15+	\$83.39	\$205.00
QC Reviewer / QA Manager	20+	\$82.57	\$203.00
Engineer - Senior	15+	\$97.62	\$240.00
Engineer (Bridge Structures) - Senior	15+	\$85.42	\$210.00
Engineer (Project) - Senior	15+	\$81.35	\$200.00
Engineer (Project)	10 to 15	\$69.96	\$172.00
Engineer (Design)	5 to 10	\$64.27	\$158.00
Engineer-In-Training	1 to 5	\$44.34	\$109.00
Engineer Technician	5 to 15	\$43.93	\$108.00
CADD Operator - Senior	15+	\$52.06	\$128.00
CADD Operator	5 to 15	\$39.05	\$96.00
Landscape Architect/Planner - Senior	20+	\$81.35	\$200.00
Environmental Planner	5 to 15	\$48.81	\$120.00
Environmental Planner - Junior	1 to 5	\$37.42	\$92.00
PM Assistant / Project Controls	5+	\$38.24	\$94.00
Visualization 3D Manager	15+	\$87.45	\$215.00
3D Animator/Graphics - Junior	5 to 15	\$48.40	\$119.00
Transportation Planner	5 to 15	\$67.93	\$167.00
GIS Operator	5 to 15	\$42.30	\$104.00
Public Involvement Officer	5 to 15	\$54.10	\$133.00
AUDITED OVERHEAD RATE:	123.50%		
PROFIT RATE:	10.00%		

Contract rates include labor, overhead, and profit.

Lump Sum Payment Basis - Invoice by deliverable, according to the Table of Deliverables (TOD). A copy of the TOD shall be included with each Invoice Package and is payable by each deliverable and line item as identified in the TOD. Partial payments of line item are not allowed. Documentation of hours worked is not required.

Note: Any direct labor, unit cost, or other direct expense classification included in the contract, but not in a work authorization, is not eligible for payment under that work authorization.

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)
05/02/2023

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 Marsh Risk & Insurance Services CA License #0437153 633 W. Fifth Street, Suite 1200 Los Angeles, CA 90071 Attn: LosAngeles.CertRequest@Marsh.Com CN101348564-STND-GAUE-23-24	CONTACT NAME: Marsh U.S. Operations PHONE (A/C, No. Ext): 866-966-4664 FAX (A/C, No): 212-948-0533 E-MAIL ADDRESS: LosAngeles.CertRequest@marsh.com														
05 2023	<table><tr><th>INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr><tr><td>INSURER A : ACE American Insurance Company</td><td>22667</td></tr><tr><td>INSURER B : N/A</td><td>N/A</td></tr><tr><td>INSURER C : Illinois Union Insurance Co</td><td>27960</td></tr><tr><td>INSURER D : SEE ACORD 101</td><td></td></tr><tr><td>INSURER E :</td><td></td></tr><tr><td>INSURER F :</td><td></td></tr></table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : ACE American Insurance Company	22667	INSURER B : N/A	N/A	INSURER C : Illinois Union Insurance Co	27960	INSURER D : SEE ACORD 101		INSURER E :		INSURER F :	
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INSURER E :															
INSURER F :															
INSURED AECOM AECOM Technical Services 221 N Kansas, Suite 700 El Paso, TX 79901															

COVERAGES

CERTIFICATE NUMBER:

LOS-002689688-01

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 checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:			HDO G47334275	04/01/2023	04/01/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	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			ISA H10735531	04/01/2023	04/01/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 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 RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
D	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	SEE ACORD 101	04/01/2023	04/01/2024	<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
C	ARCHITECTS & ENG. PROFESSIONAL LIAB.			EON G21654693 005 "CLAIMS MADE"	04/01/2023	04/01/2024	Per Claim/Agg Defense Included 1,000,000

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

Re AECOM Project No 04191916; Solicitation #2023-0450; Professional Civil Engineering services on an on-call basis

CERTIFICATE HOLDER

City of El Paso
Capital Improvement Department
Attn: Jerry DeMuro
218 N. Campbell St.
El Paso, TX 79901

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Marsh Risk & Insurance Services

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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.

06/29/2023

Date


Signature

AECOM Technical Services, Inc.

Company Name

Vice President, Txdot Client Account 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 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.

06/29/2023

Date

 P.E.

Signature

AECOM Technical Services, Inc.

Company Name

Vice President, Txdot Client Account 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

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.

THE STATE OF TEXAS)
)
COUNTY OF EL PASO)

**ON-CALL
AGREEMENT FOR
PROFESSIONAL SERVICES**

This Agreement is made this ____ day of _____, 2023 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 DEC - EL PASO, LLC, a Texas limited liability corporation, , hereinafter referred to as the “**Consultant**”.

WHEREAS, the Owner intends to engage the Consultant to perform professional civil engineering services on a task order basis through the use of task orders referencing this Agreement, the scope of which is further described in **Attachment “A”**; and

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

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

**ARTICLE I
ATTACHMENTS**

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

Attachment “A”	Scope of Services and Project Budget
Attachment “B”	Consultant’s Fee Proposal and Hourly Rates
Attachment “C”	Consultant’s Basic and Additional Services
Attachment “D”	Payment and Deliverable Schedules
Attachment “E”	Insurance Certificate
Attachment “F”	Federal Aviation Administration contract provisions for Airport Improvement Program Projects

**ARTICLE II
PROJECT**

2.1 The Owner hereby agrees to retain the Consultant and the Consultant agrees to perform on-call professional services on a Task Order basis. Each individual Task Order will identify the Project (“**Project**”) and the total compensation due to each Project. The Task Order for each Project shall include the Scope of Services described in **Attachment “A”**.

2.2 For each Project, the Consultant shall comply with the City of El Paso Capital Improvement Department Construction Document Guidelines in effect on the execution date of this Agreement in the performance of the services requested under this Agreement. Such Guidelines are available in the Capital Improvement Department.

- 2.3** The Consultant shall serve as the Owner's professional representative in those phases of the Project to which this Agreement applies and shall give consultation and advice to the Owner during the performance of services.
- 2.4** The Owner shall provide all available information to the Consultant, as to the Owner's requirements for each construction contract. The Owner shall also provide to the Consultant, all known information pertinent to the Project site, including previous reports and other data relative to design, such as "as-built" drawings or physical conditions now existing at the Project site. In performing its services, the Consultant will be entitled to rely upon the accuracy of the Owner provided information.
- 2.5** The Owner hereby designates the City Engineer of the City of El Paso as the Owner's representative with respect to the professional services to be provided by the Consultant pursuant to this Agreement. The City Engineer shall have complete authority to transmit instructions, receive information, interpret and define Owner's policies, and decisions with respect to materials, equipment, elements, and systems pertinent to the work covered by this Agreement. City Engineer will render written decisions within a five (5) working days time period.

ARTICLE III CONSULTANT FEES AND PROJECT BUDGET

3.1 PAYMENT TO CONSULTANT. The Owner shall pay to the Consultant an amount not to exceed **\$750,000.00** 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:	DEC - El Paso, LLC. Attn: Jose Reyes, P.E. 10737 Gateway Blvd. W. Suite 112 El Paso, Texas 79935
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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:


Cary Westin
Interim 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 _____, 2023,
by **Cary Westin**, as **Interim City Manager** of the **City of El Paso, Texas**.

Notary Public, State of Texas

My commission expires:

(Signatures continue on following page)

CONSULTANT:
DEC - EL PASO, LLC.



By Jose Reyes

Title: Principal Point of Contact

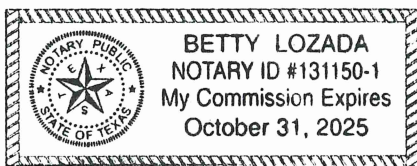
(Acknowledgment)

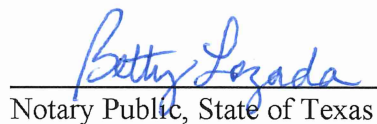
THE STATE OF TEXAS §

§

COUNTY OF EL PASO §

This instrument was acknowledged before me on this 29th day of June, 2023,
by Jose Reyes, as Principal Point of Contact of DEC - El Paso, LLC. Inc.




Notary Public, State of Texas

My commission expires:

10-31-2025

**ATTACHMENT “A”
SCOPE OF SERVICES**

ATTACHMENT “A” SCOPE OF SERVICES

The contracts will be used for miscellaneous assignments on an on-call basis to include as appropriate:

Investigation:

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

Design:

Design shall meet all City, State, and Federal requirements for the project and shall be performed in phases as presented in the project schedule specified for each project.

The firm is responsible to submit a turnkey design product. The firm shall be responsible for providing State of Texas licensed Engineers, and Land Surveyors required to provide design services. The firm shall follow City of El Paso design specifications and procedures for the development of the specified project and comply with all laws, regulations and policies set by the City of El Paso and the State. Irrigation design shall be designed by a licensed irrigator registered in the State of Texas and shall comply with City of El Paso Design and Construction Standards. In addition, the firm shall be responsible for necessary Texas Department of Licensing and Regulation (TDLR) fees, registration, and for inspection.

Aside from complying with local building codes, the firm shall comply with the City of El Paso Design Standards for Construction and Grading Ordinance, City of El Paso Capital Improvement Department Drawing Guidelines, City of El Paso Bike Plan, National Association of City Transportation Officials (NACTO) Urban Bikeway Design and Urban Street Design Guide, and the Dark Sky Ordinance as applicable. The firm is responsible with ensuring the project design is compliant with all federal, state, and local regulations and ordinances.

The firm shall provide Civil Engineering project management and design and survey services, develop plans and specifications, contract documents, estimates construction contracts and if necessary an Engineer's Report.

Sole sourcing will not be allowed. The firm shall prepare both design and performance specifications. The firm shall provide a guide schedule of necessary testing and sampling. Buy America must be enforced during design process.

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

Studies and Reports:

The firm shall perform research and database creation to conduct studies and produce reports to include investigations, drawings and sketches and, cost estimates. Reports shall include description of alternatives considered, estimates of construction costs, conclusions and recommendations. This task includes the preparation of feasibility studies, structural analysis, design analysis, traffic impact analysis, and other studies as required.

Planning:

The firm shall assist the City in providing schedules for obtaining utility easements, utility service lines and other permits. The firm shall comply with requirements set by the City's Capital Improvement and Planning and Inspections Departments. Preparation of plans, specifications and cost estimates for design of buildings, structures and similar construction, design of street and drainage improvements, other site improvements, civil, structural, soils forensic engineering, and subsurface utility engineering to include records research and field verification. The firm shall present design to City of El Paso Bicycle Advisory Committee for specified projects.

Soils Investigation:

The firm shall provide a soil investigation and soils forensic engineering, and pavement design report for specified projects. Pavement design report shall include a life expectancy analysis.

Cost Estimates:

The firm shall develop and submit the construction cost estimates. The cost opinion 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 selected contractor. As noted herein, if the all responsible bids exceed the final cost opinion by more than **ten percent (10%)**, the firm agrees, at the direction of the City, to redesign the project without additional charge to the City to bring the project within the budgetary limitations. After bidding, the firm shall submit a bid evaluation per bid item table and a letter of recommendation/rejection of bids.

Design Analysis:

The firm shall perform design analysis for t h e project to ensure public safety. Design analysis shall include all engineering calculations for review by the City, governmental authorities who may have jurisdiction over each construction contract, and public utilities. All design analysis must comply with all applicable City, County, State, and Federal laws and regulations.

Technical Specifications:

The firm shall prepare and provide technical specifications. The specifications shall be based on the most current version of CSI Master Format. No sole sourcing shall be allowed. All specifications must include type of materials listed in the construction drawings, placement method

and quality control and quality assurance testing. The specification shall correlate with unit price format. All specifications must comply with established specification standards and formats. The firm shall provide both design and performance specifications.

ADA Compliance and Requirements:

The firm shall include and comply with Americans With Disabilities Act (ADA), the 2022 Texas Accessibility Standards (T.A.S), and Texas Department of Licensing and Regulation requirements.

Under this contract, the firm will employ the services of a Registered Accessibility Specialist (RAS) to perform a review of design documents and inspection of construction. The firm shall comply with RAS design comments.

Public Art:

If directed by the Capital Improvement Department, the firm shall coordinate with the Museum & Cultural Affairs Department (MCAD) for concept, design and installation of the Public Art.

Surveys:

The firm shall provide all topographic, horizontal surveys necessary to provide a complete design. Survey shall include project boundaries, improvement surveys and identify all utilities. Immediately after Notice to Proceed (NTP) the firm shall verify all right-of-way (ROW) boundaries and identify any conflicts with the project.

Geometric Improvements:

The firm shall provide a detailed schematic and preferred geometric alignment, including typical section(s) that should be defined enough to determine basic requirements such as drainage structures, ROW, business or home relocations, and utility conflicts that must comply and meet with all applicable City, County, State, and Federal laws and regulations.

The firm shall be responsible for the preparation of traffic data and provide existing ROW limits and location of utilities. The firm shall also generate preliminary cross sections to aid in determining ROW needs and control of access restrictions, and examine needs for special drainage or run-off pollution control measures, and hydraulic system issues. The plans and specifications must identify how constraints will be handled, consider utility conflict, and identify potential conflicts. The firm shall prepare and evaluate pavement design report for compatibility with proposed construction, skewed intersections or replace with better functional and operational design. The firm will establish sizes of drainage structures add location and size to schematic.

When work is railroad ROW, the firm shall coordinate with the railroad as appropriate to locate all potential and existing railroad crossings, determine existing crossing conditions, and traffic control requirements, and identify the need and recommendations for interconnection, closing or consolidating grade crossings.

Building Permits, Special Permits, and Other Land Use Permits:

The firm shall be responsible to comply with all local, state, and federal codes. The firm shall be responsible to submit required sets to City of El Paso Planning and Inspections Department (BP&I) for review and approval during final design phase period. The firm shall be responsible to obtain approval from BP&I before the construction documents are submitted for bid advertisement. It shall be the responsibility of the firm to follow up review and approval process with the BP&I. After approval, the firm will pick up approved plans and store them in a safe place. The firm shall not be responsible to pull permit. The pulling of the permit shall be responsibility of building contractor. BP&I shall be responsible to review grading and drainage, storm water pollution prevention plan, electrical, structural, mechanical, plumbing permit requirements.

The firm shall be responsible for the preparation all documents that include but are not limited to: metes and bounds descriptions, site plans, elevations, and applications for permits, special permits, zoning changes, and land use permits. The provider shall represent the City of El Paso to make presentations, answer questions at the City of El Paso Bicycle Advisory Committee meetings and City Council meetings.

Storm Water Pollution Prevention and Erosion Control Plan:

The firm shall prepare and provide storm water pollution prevention plan. The firm shall be knowledgeable on the storm water pollution prevention plan requirements. The storm water pollution prevention plan shall be submitted to BP&I for review and approval.

Utility Services and Utility Easements:

Based on the design, the firm shall coordinate with all utilities and interested parties that will be affected by the proposed project improvements. The firm shall submit all applications to the utilities and interested parties on behalf of the City. However, the City shall pay all utility service fees. The firm will not pull the installation of service. The building contractor shall coordinate the installation of the service. Construction documents shall clearly show all utility company contacts and type of service requested. Before the construction documents are submitted for bid advertisement, the firm shall submit all utility service requests. The firm shall prepare all metes and bounds descriptions for utility easements and/or vacations. The firm shall coordinate easements and/or vacations with City staff and respective utility companies and all interested parties. All documents and coordination efforts by the firm shall be complete by or before the 90% design phase due date. A checklist of all coordinated services, easements shall be submitted monthly.

Utility Coordination:

The firm shall be responsible to verify utility locations in the field and coordinate design efforts with all affected utility companies and interested parties. The purpose is to minimize utility relocation without compromising design standards. The firm shall verify utility lines, valves, covers, manholes, etc. from the different utility companies and interested parties during the

preliminary design phase, subsurface utilities shall be included as part of the firm's responsibilities to include records research and field verifications. All existing utility structures shall be shown on the preliminary design plan submittal. The firm shall meet with all affected utility companies and interested parties to discuss proposed design. Based on these coordination meetings and correspondence that is sent between the firm and utility companies and interested parties the need and extent of relocation shall be determined. If a dispute arises, the firm shall immediately setup a meeting between the City's Project Manager and the utility company or interested parties to resolve the dispute. The firm, on behalf of the City, shall request from all utility companies or interested parties that they relocate all lines that conflict with new improvements. However, El Paso Water Utilities (EPWU) can request that the City include as part of the street and drainage improvement bid package the relocation of their utility lines provided that the utility company or interested parties signs an agreement with the City and funding is provided. The firm shall coordinate this effort with the utility companies and interested parties and advise them of the City policy to minimize pavement cuts on new roadways. All correspondence and meeting minutes shall be submitted to the City when each phase is due. Construction documents shall clearly show all existing and proposed utility lines and utility company or interested party contacts. All documents and coordination efforts by the firm shall be complete by or before the final design phase due date. The firm shall submit all utility clearance letters from each utility company or interested parties by or before the 90% design phase. If relocations cannot occur before construction consultant must incorporate into construction phasing and coordinate relocation date.

Public Involvement:

The firm shall assist the City throughout public outreach activities required by the City by providing plans/exhibits showing the proposed improvements and how those improvements will affect adjacent property owners and in identification of stakeholders. Community meetings will be held for the design phase, and the firm shall be responsible to attending the meetings, prepare presentations and required exhibits for the proposed improvements.

Street Car Track Access:

If required, the firm shall be responsible to follow the Track Access Program Policy on the El Paso Streetcar (EPSC) Operational Right-of-Way (ROW) and under any streetcar infrastructure within 10 feet and 25 feet of the track centerline to include trenching and excavations. <http://www.sunmetro.net/streetcar/track-access>.

Traffic and Pedestrian Control Plan and Analysis:

The firm shall provide a traffic and pedestrian control plan based on traffic analysis. Traffic analysis may also include miscellaneous assignments related to planning, geometric design and traffic operations of roads, streets and highways and their networks, terminals, abutting lands and relationships with other modes of transportation for the achievement of safe, efficient and convenient movement of people and goods.

Construction Sequencing Plan:

The firm shall provide a construction-sequencing plan. The firm shall take into consideration all

work tasks required of all base bids, and different work tasks to include EPWU, which shall be shown as other phases or on its own.

Construction Schedule:

The firm shall meet with City's Project and Construction Managers to determine construction schedule. The schedule shall take into account lead delivery time of materials, equipment, and any known utility relocations. The firm shall evaluate proposed changes to the contract and actively manage impacts to the project. The meeting shall be held after pre-final plans are submitted, but before Final Design Notice to proceed is issued. The information will allow the firm to prepare a current market cost estimate at the final design phase submittal.

Contract Time Determination:

The firm shall prepare a contract time determination to identify clearly and accurately the critical path as the longest continuous path. Provide a legend for all abbreviations, run date, data date, project start date, and project completion date in the title block necessary for the activities and estimated expected duration of the activity or milestone indicating the progress of the project.

Using calendars incorporate seasonal weather conditions into the schedule for work (e.g., earthwork, concrete paving, structures, asphalt, drainage, utilities, etc.) that may be influenced by temperature or precipitation. Also, include non-work periods such as holidays, weekends, or other non-work days as identified in the contract.

PRODUCTS REQUIRED:

Pre-Design Report (If applicable)

The firm shall be responsible to deliver a Pre-Design Analysis before submitting the 30% design phase, after notice to proceed' the schedule for the predesign report will be determined on a per project basis. This process shall include but not be limited to the following:

- Evaluate existing ROW and expected ROW acquisition if any
- Evaluate street alignment
- Develop typical sections
- Pavement design based on geotechnical recommendation
- Identify possible utility conflicts
- Identify possible additional conflicts with proposed improvements
- Provide construction estimate of proposed improvements
- Evaluate bicycle and pedestrian improvements

30% Design:

The firm shall submit the following preliminary design submittal, as applicable.

- Coversheet (90% complete)

- Quantity Summary Sheet (100% complete)
- Landscape Architectural Plan and Details (50% complete)
- Electrical Plan and Details (50% complete)
- Mechanical Plan and Details (50% complete)
- Plumbing Plan and Details (50% complete)
- Horizontal Control Plan (90% complete)
- Demolition Plan (90% complete)
- Construction Notes (50% complete)
- Storm Water Pollution Prevention Plan (75% complete)
- Typical Construction Details (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)
- List of Governing Specs (100% complete)
- General Notes
- Engineer's Estimate
- Design Criteria
- Geotechnical Report
- Pavement Design Memo (if applicable)
- Utility Status and coordination report

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

60% Design:

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

- Coversheet (100% complete)
- Quantity Summary Sheet (100% complete)
- Architectural Plan and Details (75% complete)
- Electrical Plan and Details (75% complete)
- Mechanical Plan and Details (75% complete)
- Plumbing Plan and Details (75% complete)
- Horizontal Control Plan (100% complete)
- Demolition 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 (95% complete)
- Grading Plan (95% complete)
- Landscape Plan (95% 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)
- List of Governing Specs (100% complete)
- General Notes
- Engineer's Estimate
- Design Criteria
- 30% complete action items report and complete review comment forms
- Contract time determination
- Certifications (ROW, Utilities, etc.)
- Temporary Road Closure Request
- Construction Speed Zone Request
- TDLR Registration Form
- Redlines showing quality control
- Utility Status and coordination report

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

95% Design:

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

- Cover Sheet (100% complete)
- Quantity Summary Sheet (100% complete)
- Architectural Plan and Details (100% complete)
- Electrical Plan and Details (100% complete)
- Mechanical Plan and Details (100% complete)
- Plumbing Plan and Details (100% complete)
- Horizontal Control Plan (100% complete)
- Demolition Plan (100% complete)
- Construction Notes (100% complete)
- Storm Water Pollution Prevention Plan (100% complete)
- Typical Construction Details (100% complete)
- Special Construction Details (100% complete)
- Site Plan (100% complete)
- Grading Plan (100% complete)

- Landscape Plan (100% complete)
- Typical Landscape Details (100% complete)
- Special Landscape Details (100% complete)
- Pre-final Irrigation Layout (100% complete)
- Typical Irrigation Details (100% complete)
- Special Irrigation Details (100% complete)
- Outline of Specifications (100% complete)
- List of Governing Specs (100% complete)
- General Notes
- Engineer's Estimate
- Design Criteria
- 60% complete action items report and complete review comment forms
- Contract time determination
- Certifications (ROW, Utilities, etc.)
- Temporary Road Closure Request
- Construction Speed Zone Request
- TDLR Registration Form
- Performance end date
- Redlines showing quality control
- Utility status and coordination report

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

100% Design:

The firm shall re-submit the 95% documentation with City comments addressed.

Bidding and Construction:

The firm shall provide constructability, ability to bid, operability reviews on proposed construction projects. The review will cover such items as detail and cut omissions and inconsistencies between plans and specifications, vague or ambiguous notes and references and lack of coordination between drawings of all disciplines involved in the project.

The firm shall submit the following for bidding both in hard copy and in electronic format:

- Full and complete sealed set of drawings
- Full and complete sealed set of technical specifications and list of governing specs both in hard copy and electronic format
- Detailed scope of work both in hard copy and electronic format
- Detailed unit price bid proposal form, both in hard copy and electronic format
- Detailed real-world value cost estimate
- Construction time determination schedule

During the bidding process, the firm shall respond to all questions from prospective bidders, attend a pre-bid conference, and if required prepare addendums.

After bid opening, the firm shall provide all documentation required for State concurrence, these items include:

- Engineer's Cost Estimate line item review
- Engineer's Bid Tab review and recommendation letter

During the construction phase, the firm shall assist the City, on a time and materials basis, with but not limited to the following items:

- Responding to all questions from the contractor (requests for information, RFIs)
- Providing advice and recommendation to the Owner and other technical engineering functions and analysis as may be required by the City
- Reviewing contractor technical submittals
- Participate in "punch list" inspection and provide punch list to Owner
- Produce and provide a set of reproducible (11"x17") "as-built" drawings of new construction in electronic format or hard copy if requested

Construction Observation:

The firm shall provide the following and upon request:

- Designate and assign a project representative, subject to the approval of the City, who will serve as the point of contact during the on-site observation and inspection of the construction work in progress and to ascertain that the work is properly executed in conformance with the drawings and specifications.
- The project representative will be responsible for the complete coordination of work developed under each assignment. Work will be accomplished with adequate controls and review procedures to eliminate conflicts, errors, and omissions, and to ensure the technical accuracy of all design information.
- Attend the weekly construction meetings as requested, to be scheduled by the City Project Manager. Other periodic meetings shall be held whenever requested by the City for discussion of questions and problems relating to the work being performed by the firm. The firm shall be required to attend and participate in all design conferences pertinent to the work being performed.
- Respond to Requests for Information (RFIs) within three (3) business days
- Conduct project site visits and produce a project observations report within three (3) business days of the project site visit as requested by the Project Manager.
- Review and approve contractor shop drawings and material submittals and make recommendations within three (3) business days at a maximum or within a schedule previously agreed established by the City Project Manager and with the final approval by the City.
- Prepare cost estimates for street and drainage improvements, park and site improvements, and other project estimates as requested when the contractor submits a change order.

- Provide as-built drawings of new construction.
- Provide other civil engineering functions and analysis as may be required by the City as unforeseen conditions may occur.
- Participate in punch list inspections as scheduled by the City Project Manager
- Provide a letter at the end of the construction to certify that the project was constructed according to project requirements, plans, and specifications.

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

City of El Paso - Capital Improvement Department
Sol. No. 2023-0450

Project Name: On-Call Professional Services for Civil Engineering
Negotiated rates/ Matrix

Direct Labor		2023 - 2025	
Labor/Job Classification	Years of Experience	Base Rates	Loaded Rates
Project Manager	10+	\$ 79.33	\$ 253.05
QA/QC Manager	10+	\$ 62.84	\$ 200.47
Engineer (Senior)	15+	\$ 64.90	\$ 207.04
Design Engineer	10 to 15	\$ 45.33	\$ 144.60
Estimator	10 to 15	\$ 43.53	\$ 138.85
Engineer-In-Training	2 to 5	\$ 33.02	\$ 105.33
Engineer Technician	5 to 15	\$ 32.37	\$ 103.26
CADD Operator	5 to 15	\$ 27.87	\$ 88.90
Public Involvement Officer	10 to 15	\$ 36.32	\$ 115.85
GIS Technician	5 to 15	\$ 39.15	\$ 124.88
Administrative	5 to 15	\$ 27.00	\$ 86.13
Clerical	2 to 5	\$ 20.17	\$ 64.35

DL + Overhead	2.9
Profit	10.00%
Multiplier	3.190

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)

5/8/2023

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, LLC 2618 E Broadway Pearland TX 77581	CONTACT NAME: Tami Melton PHONE (A/C, No, Ext): 281-670-2978 E-MAIL ADDRESS: tami_melton@ajg.com	FAX (A/C, No): 281-485-6933
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A: Continental Casualty Company		20443
INSURER B: AMCO Insurance Company		19100
INSURER C: Depositors Insurance Company		42587
INSURER D: ALLIED Property & Casualty Insurance Company		42579
INSURER E:		
INSURER F:		

COVERAGES

CERTIFICATE NUMBER: 1368160910

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 SUBR INSD 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 type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC <input type="checkbox"/> OTHER:		ACP GLAO 31100114071	6/1/2022	6/1/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 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 \$
D	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY		ACP BAPC 3110114071	6/1/2022	6/1/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000		ACP CAD 3110114071	6/1/2022	6/1/2023	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 \$
B	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 type="checkbox"/> N/A	ACP WCA 3110114071	6/1/2022	6/1/2023	<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
A	Professional Liability Claims Made		AEH254055022	6/1/2022	6/1/2023	Each Claim \$ 5,000,000 Aggregate \$ 5,000,000 Knowledge Date 2/1/2003

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

Additional Insured:

Dannenbaum Engineering Corporation Dannenbaum Engineering Corporation dba Barden & Bartow Civil Engineering Corporation, a Dannenbaum Company
Dannenbaum Engineering Company - Austin, LLC Dannenbaum Engineering Company - Dallas, LLC Dannenbaum Engineering Company - El Paso, LLC
Dannenbaum Engineering Company - Fort Worth, LLC Dannenbaum Engineering Company - Houston, LLC Dannenbaum Engineering Company - Laredo, LLC
Dannenbaum Engineering Company - McAllen, LLC Dannenbaum Engineering Company - San Antonio, LLC Dannenbaum Engineering Corporation / Klotz Associates Inc. a Joint Venture Dannenbaum Engineering Corporation dba Falcon Point Associates Dannenbaum Engineering Corporation dba Formosa
Plastics Corporation USA Dannenbaum Environmental Corporation Dannenbaum, Dodson and ECS Joint Venture Dannenbaum, Gerwick, Joint Venture
See Attached...

CERTIFICATE HOLDER**CANCELLATION**

City of El Paso 218 N Campbell 2nd Floor 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.

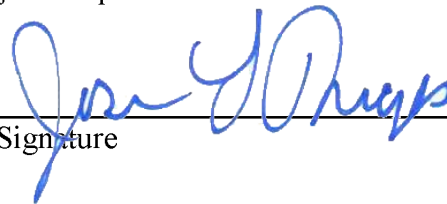
Type 4 Waiver – Total cost of project using US domestic source product exceeds the total project cost using non-domestic product by 25%. The required documentation for a type 4 waiver is:

- 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.

07/07/2023

Date



Signature

DEC - El Paso, LLC

Company Name

El Paso Division 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 waiver is:

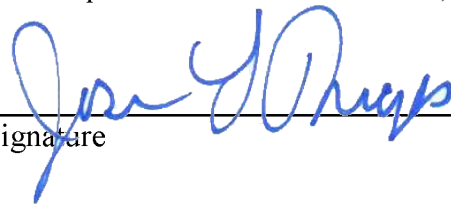
- a. Detailed cost information for total project using US domestic product
- b. Detailed cost information for total project using non-domestic product

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.

07/07/2023

Date

Signature



DEC - El Paso, LLC

Company Name

El Paso Division 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

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.

THE STATE OF TEXAS)
)
COUNTY OF EL PASO)

**ON-CALL
AGREEMENT FOR
PROFESSIONAL SERVICES**

This Agreement is made this ____ day of _____, 2023 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 Frank X. Spencer & Associates Inc., a Texas Corporation, hereinafter referred to as the “**Consultant**”.

WHEREAS, the Owner intends to engage the Consultant to perform professional civil engineering services on a task order basis through the use of task orders referencing this Agreement, the scope of which is further described in **Attachment “A”**; and

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

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

**ARTICLE I
ATTACHMENTS**

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

Attachment “A”	Scope of Services and Project Budget
Attachment “B”	Consultant’s Fee Proposal and Hourly Rates
Attachment “C”	Consultant’s Basic and Additional Services
Attachment “D”	Payment and Deliverable Schedules
Attachment “E”	Insurance Certificate
Attachment “F”	Federal Aviation Administration contract provisions for Airport Improvement Program Projects

**ARTICLE II
PROJECT**

2.1 The Owner hereby agrees to retain the Consultant and the Consultant agrees to perform on-call professional services on a Task Order basis. Each individual Task Order will identify the Project (“**Project**”) and the total compensation due to each Project. The Task Order for each Project shall include the Scope of Services described in **Attachment “A”**.

2.2 For each Project, the Consultant shall comply with the City of El Paso Capital Improvement Department Construction Document Guidelines in effect on the execution date of this Agreement in the performance of the services requested under this Agreement. Such Guidelines are available in the Capital Improvement Department.

- 2.3** The Consultant shall serve as the Owner's professional representative in those phases of the Project to which this Agreement applies and shall give consultation and advice to the Owner during the performance of services.
- 2.4** The Owner shall provide all available information to the Consultant, as to the Owner's requirements for each construction contract. The Owner shall also provide to the Consultant, all known information pertinent to the Project site, including previous reports and other data relative to design, such as "as-built" drawings or physical conditions now existing at the Project site. In performing its services, the Consultant will be entitled to rely upon the accuracy of the Owner provided information.
- 2.5** The Owner hereby designates the City Engineer of the City of El Paso as the Owner's representative with respect to the professional services to be provided by the Consultant pursuant to this Agreement. The City Engineer shall have complete authority to transmit instructions, receive information, interpret and define Owner's policies, and decisions with respect to materials, equipment, elements, and systems pertinent to the work covered by this Agreement. City Engineer will render written decisions within a five (5) working days time period.

ARTICLE III CONSULTANT FEES AND PROJECT BUDGET

3.1 PAYMENT TO CONSULTANT. The Owner shall pay to the Consultant an amount not to exceed \$750,000.00 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
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Frank X. Spencer & Associates- On-Call Agreement for Professional Services
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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:	Frank X. Spencer & Associates, Inc. Attn: Frank X. Spencer 1130 Montana Ave. El Paso, TX 79902
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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.

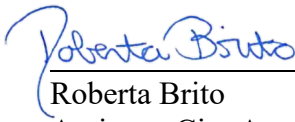
7.14 TEXAS GOVERNMENT CODE. In accordance to Chapter 2274 of the Texas Government Code, as amended from time to time, the Consultant represents and warrants to the Owner the following: (1) the Consultant does not have a practice, policy, guidance, or directive that discriminates against a firearm entity 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:


Cary Westin
Interim 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 _____, 2023,
by **Cary Westin**, as **Interim City Manager** of the **City of El Paso, Texas**.

Notary Public, State of Texas

My commission expires:

(Signatures continue on following page)

CONSULTANT:
FRANK X. SPENCER & ASSOCIATES

Frank X. Spencer,
PE, RPLS

Digitally signed by Frank X.
Spencer, PE, RPLS
DN: cn=Frank X. Spencer, PE, RPLS,
o, ou, email=fxs@fxsa.com, c=US
Date: 2023.06.29 16:06:41 -06'00'

By: Frank X. Spencer
Title: Senior Vice President

(Acknowledgment)

THE STATE OF TEXAS §
§
COUNTY OF EL PASO §

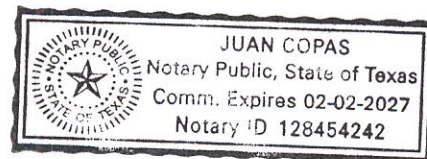
This instrument was acknowledged before me on this 29 day of June, 2023,
by Frank X. Spencer, as Senior Vice President of Frank X. Spencer & Associates, Inc.



Notary Public, State of Texas

My commission expires:

02-02-2027



**ATTACHMENT “A”
SCOPE OF SERVICES**

ATTACHMENT “A” SCOPE OF SERVICES

The contracts will be used for miscellaneous assignments on an on-call basis to include as appropriate:

Investigation:

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

Design:

Design shall meet all City, State, and Federal requirements for the project and shall be performed in phases as presented in the project schedule specified for each project.

The firm is responsible to submit a turnkey design product. The firm shall be responsible for providing State of Texas licensed Engineers, and Land Surveyors required to provide design services. The firm shall follow City of El Paso design specifications and procedures for the development of the specified project and comply with all laws, regulations and policies set by the City of El Paso and the State. Irrigation design shall be designed by a licensed irrigator registered in the State of Texas and shall comply with City of El Paso Design and Construction Standards. In addition, the firm shall be responsible for necessary Texas Department of Licensing and Regulation (TDLR) fees, registration, and for inspection.

Aside from complying with local building codes, the firm shall comply with the City of El Paso Design Standards for Construction and Grading Ordinance, City of El Paso Capital Improvement Department Drawing Guidelines, City of El Paso Bike Plan, National Association of City Transportation Officials (NACTO) Urban Bikeway Design and Urban Street Design Guide, and the Dark Sky Ordinance as applicable. The firm is responsible with ensuring the project design is compliant with all federal, state, and local regulations and ordinances.

The firm shall provide Civil Engineering project management and design and survey services, develop plans and specifications, contract documents, estimates construction contracts and if necessary an Engineer's Report.

Sole sourcing will not be allowed. The firm shall prepare both design and performance specifications. The firm shall provide a guide schedule of necessary testing and sampling. Buy America must be enforced during design process.

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

Studies and Reports:

The firm shall perform research and database creation to conduct studies and produce reports to include investigations, drawings and sketches and, cost estimates. Reports shall include description of alternatives considered, estimates of construction costs, conclusions and recommendations. This task includes the preparation of feasibility studies, structural analysis, design analysis, traffic impact analysis, and other studies as required.

Planning:

The firm shall assist the City in providing schedules for obtaining utility easements, utility service lines and other permits. The firm shall comply with requirements set by the City's Capital Improvement and Planning and Inspections Departments. Preparation of plans, specifications and cost estimates for design of buildings, structures and similar construction, design of street and drainage improvements, other site improvements, civil, structural, soils forensic engineering, and subsurface utility engineering to include records research and field verification. The firm shall present design to City of El Paso Bicycle Advisory Committee for specified projects.

Soils Investigation:

The firm shall provide a soil investigation and soils forensic engineering, and pavement design report for specified projects. Pavement design report shall include a life expectancy analysis.

Cost Estimates:

The firm shall develop and submit the construction cost estimates. The cost opinion 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 selected contractor. As noted herein, if the all responsible bids exceed the final cost opinion by more than **ten percent (10%)**, the firm agrees, at the direction of the City, to redesign the project without additional charge to the City to bring the project within the budgetary limitations. After bidding, the firm shall submit a bid evaluation per bid item table and a letter of recommendation/rejection of bids.

Design Analysis:

The firm shall perform design analysis for t h e project to ensure public safety. Design analysis shall include all engineering calculations for review by the City, governmental authorities who may have jurisdiction over each construction contract, and public utilities. All design analysis must comply with all applicable City, County, State, and Federal laws and regulations.

Technical Specifications:

The firm shall prepare and provide technical specifications. The specifications shall be based on the most current version of CSI Master Format. No sole sourcing shall be allowed. All specifications must include type of materials listed in the construction drawings, placement method

and quality control and quality assurance testing. The specification shall correlate with unit price format. All specifications must comply with established specification standards and formats. The firm shall provide both design and performance specifications.

ADA Compliance and Requirements:

The firm shall include and comply with Americans With Disabilities Act (ADA), the 2022 Texas Accessibility Standards (T.A.S), and Texas Department of Licensing and Regulation requirements.

Under this contract, the firm will employ the services of a Registered Accessibility Specialist (RAS) to perform a review of design documents and inspection of construction. The firm shall comply with RAS design comments.

Public Art:

If directed by the Capital Improvement Department, the firm shall coordinate with the Museum & Cultural Affairs Department (MCAD) for concept, design and installation of the Public Art.

Surveys:

The firm shall provide all topographic, horizontal surveys necessary to provide a complete design. Survey shall include project boundaries, improvement surveys and identify all utilities. Immediately after Notice to Proceed (NTP) the firm shall verify all right-of-way (ROW) boundaries and identify any conflicts with the project.

Geometric Improvements:

The firm shall provide a detailed schematic and preferred geometric alignment, including typical section(s) that should be defined enough to determine basic requirements such as drainage structures, ROW, business or home relocations, and utility conflicts that must comply and meet with all applicable City, County, State, and Federal laws and regulations.

The firm shall be responsible for the preparation of traffic data and provide existing ROW limits and location of utilities. The firm shall also generate preliminary cross sections to aid in determining ROW needs and control of access restrictions, and examine needs for special drainage or run-off pollution control measures, and hydraulic system issues. The plans and specifications must identify how constraints will be handled, consider utility conflict, and identify potential conflicts. The firm shall prepare and evaluate pavement design report for compatibility with proposed construction, skewed intersections or replace with better functional and operational design. The firm will establish sizes of drainage structures add location and size to schematic.

When work is railroad ROW, the firm shall coordinate with the railroad as appropriate to locate all potential and existing railroad crossings, determine existing crossing conditions, and traffic control requirements, and identify the need and recommendations for interconnection, closing or consolidating grade crossings.

Building Permits, Special Permits, and Other Land Use Permits:

The firm shall be responsible to comply with all local, state, and federal codes. The firm shall be responsible to submit required sets to City of El Paso Planning and Inspections Department (BP&I) for review and approval during final design phase period. The firm shall be responsible to obtain approval from BP&I before the construction documents are submitted for bid advertisement. It shall be the responsibility of the firm to follow up review and approval process with the BP&I. After approval, the firm will pick up approved plans and store them in a safe place. The firm shall not be responsible to pull permit. The pulling of the permit shall be responsibility of building contractor. BP&I shall be responsible to review grading and drainage, storm water pollution prevention plan, electrical, structural, mechanical, plumbing permit requirements.

The firm shall be responsible for the preparation all documents that include but are not limited to: metes and bounds descriptions, site plans, elevations, and applications for permits, special permits, zoning changes, and land use permits. The provider shall represent the City of El Paso to make presentations, answer questions at the City of El Paso Bicycle Advisory Committee meetings and City Council meetings.

Storm Water Pollution Prevention and Erosion Control Plan:

The firm shall prepare and provide storm water pollution prevention plan. The firm shall be knowledgeable on the storm water pollution prevention plan requirements. The storm water pollution prevention plan shall be submitted to BP&I for review and approval.

Utility Services and Utility Easements:

Based on the design, the firm shall coordinate with all utilities and interested parties that will be affected by the proposed project improvements. The firm shall submit all applications to the utilities and interested parties on behalf of the City. However, the City shall pay all utility service fees. The firm will not pull the installation of service. The building contractor shall coordinate the installation of the service. Construction documents shall clearly show all utility company contacts and type of service requested. Before the construction documents are submitted for bid advertisement, the firm shall submit all utility service requests. The firm shall prepare all metes and bounds descriptions for utility easements and/or vacations. The firm shall coordinate easements and/or vacations with City staff and respective utility companies and all interested parties. All documents and coordination efforts by the firm shall be complete by or before the 90% design phase due date. A checklist of all coordinated services, easements shall be submitted monthly.

Utility Coordination:

The firm shall be responsible to verify utility locations in the field and coordinate design efforts with all affected utility companies and interested parties. The purpose is to minimize utility relocation without compromising design standards. The firm shall verify utility lines, valves, covers, manholes, etc. from the different utility companies and interested parties during the

preliminary design phase, subsurface utilities shall be included as part of the firm's responsibilities to include records research and field verifications. All existing utility structures shall be shown on the preliminary design plan submittal. The firm shall meet with all affected utility companies and interested parties to discuss proposed design. Based on these coordination meetings and correspondence that is sent between the firm and utility companies and interested parties the need and extent of relocation shall be determined. If a dispute arises, the firm shall immediately setup a meeting between the City's Project Manager and the utility company or interested parties to resolve the dispute. The firm, on behalf of the City, shall request from all utility companies or interested parties that they relocate all lines that conflict with new improvements. However, El Paso Water Utilities (EPWU) can request that the City include as part of the street and drainage improvement bid package the relocation of their utility lines provided that the utility company or interested parties signs an agreement with the City and funding is provided. The firm shall coordinate this effort with the utility companies and interested parties and advise them of the City policy to minimize pavement cuts on new roadways. All correspondence and meeting minutes shall be submitted to the City when each phase is due. Construction documents shall clearly show all existing and proposed utility lines and utility company or interested party contacts. All documents and coordination efforts by the firm shall be complete by or before the final design phase due date. The firm shall submit all utility clearance letters from each utility company or interested parties by or before the 90% design phase. If relocations cannot occur before construction consultant must incorporate into construction phasing and coordinate relocation date.

Public Involvement:

The firm shall assist the City throughout public outreach activities required by the City by providing plans/exhibits showing the proposed improvements and how those improvements will affect adjacent property owners and in identification of stakeholders. Community meetings will be held for the design phase, and the firm shall be responsible to attending the meetings, prepare presentations and required exhibits for the proposed improvements.

Street Car Track Access:

If required, the firm shall be responsible to follow the Track Access Program Policy on the El Paso Streetcar (EPSC) Operational Right-of-Way (ROW) and under any streetcar infrastructure within 10 feet and 25 feet of the track centerline to include trenching and excavations. <http://www.sunmetro.net/streetcar/track-access>.

Traffic and Pedestrian Control Plan and Analysis:

The firm shall provide a traffic and pedestrian control plan based on traffic analysis. Traffic analysis may also include miscellaneous assignments related to planning, geometric design and traffic operations of roads, streets and highways and their networks, terminals, abutting lands and relationships with other modes of transportation for the achievement of safe, efficient and convenient movement of people and goods.

Construction Sequencing Plan:

The firm shall provide a construction-sequencing plan. The firm shall take into consideration all

work tasks required of all base bids, and different work tasks to include EPWU, which shall be shown as other phases or on its own.

Construction Schedule:

The firm shall meet with City's Project and Construction Managers to determine construction schedule. The schedule shall take into account lead delivery time of materials, equipment, and any known utility relocations. The firm shall evaluate proposed changes to the contract and actively manage impacts to the project. The meeting shall be held after pre-final plans are submitted, but before Final Design Notice to proceed is issued. The information will allow the firm to prepare a current market cost estimate at the final design phase submittal.

Contract Time Determination:

The firm shall prepare a contract time determination to identify clearly and accurately the critical path as the longest continuous path. Provide a legend for all abbreviations, run date, data date, project start date, and project completion date in the title block necessary for the activities and estimated expected duration of the activity or milestone indicating the progress of the project.

Using calendars incorporate seasonal weather conditions into the schedule for work (e.g., earthwork, concrete paving, structures, asphalt, drainage, utilities, etc.) that may be influenced by temperature or precipitation. Also, include non-work periods such as holidays, weekends, or other non-work days as identified in the contract.

PRODUCTS REQUIRED:

Pre-Design Report (If applicable)

The firm shall be responsible to deliver a Pre-Design Analysis before submitting the 30% design phase, after notice to proceed' the schedule for the predesign report will be determined on a per project basis. This process shall include but not be limited to the following:

- Evaluate existing ROW and expected ROW acquisition if any
- Evaluate street alignment
- Develop typical sections
- Pavement design based on geotechnical recommendation
- Identify possible utility conflicts
- Identify possible additional conflicts with proposed improvements
- Provide construction estimate of proposed improvements
- Evaluate bicycle and pedestrian improvements

30% Design:

The firm shall submit the following preliminary design submittal, as applicable.

- Coversheet (90% complete)

- Quantity Summary Sheet (100% complete)
- Landscape Architectural Plan and Details (50% complete)
- Electrical Plan and Details (50% complete)
- Mechanical Plan and Details (50% complete)
- Plumbing Plan and Details (50% complete)
- Horizontal Control Plan (90% complete)
- Demolition Plan (90% complete)
- Construction Notes (50% complete)
- Storm Water Pollution Prevention Plan (75% complete)
- Typical Construction Details (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)
- List of Governing Specs (100% complete)
- General Notes
- Engineer's Estimate
- Design Criteria
- Geotechnical Report
- Pavement Design Memo (if applicable)
- Utility Status and coordination report

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

60% Design:

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

- Coversheet (100% complete)
- Quantity Summary Sheet (100% complete)
- Architectural Plan and Details (75% complete)
- Electrical Plan and Details (75% complete)
- Mechanical Plan and Details (75% complete)
- Plumbing Plan and Details (75% complete)
- Horizontal Control Plan (100% complete)
- Demolition 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 (95% complete)
- Grading Plan (95% complete)
- Landscape Plan (95% 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)
- List of Governing Specs (100% complete)
- General Notes
- Engineer's Estimate
- Design Criteria
- 30% complete action items report and complete review comment forms
- Contract time determination
- Certifications (ROW, Utilities, etc.)
- Temporary Road Closure Request
- Construction Speed Zone Request
- TDLR Registration Form
- Redlines showing quality control
- Utility Status and coordination report

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

95% Design:

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

- Cover Sheet (100% complete)
- Quantity Summary Sheet (100% complete)
- Architectural Plan and Details (100% complete)
- Electrical Plan and Details (100% complete)
- Mechanical Plan and Details (100% complete)
- Plumbing Plan and Details (100% complete)
- Horizontal Control Plan (100% complete)
- Demolition Plan (100% complete)
- Construction Notes (100% complete)
- Storm Water Pollution Prevention Plan (100% complete)
- Typical Construction Details (100% complete)
- Special Construction Details (100% complete)
- Site Plan (100% complete)
- Grading Plan (100% complete)

- Landscape Plan (100% complete)
- Typical Landscape Details (100% complete)
- Special Landscape Details (100% complete)
- Pre-final Irrigation Layout (100% complete)
- Typical Irrigation Details (100% complete)
- Special Irrigation Details (100% complete)
- Outline of Specifications (100% complete)
- List of Governing Specs (100% complete)
- General Notes
- Engineer's Estimate
- Design Criteria
- 60% complete action items report and complete review comment forms
- Contract time determination
- Certifications (ROW, Utilities, etc.)
- Temporary Road Closure Request
- Construction Speed Zone Request
- TDLR Registration Form
- Performance end date
- Redlines showing quality control
- Utility status and coordination report

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

100% Design:

The firm shall re-submit the 95% documentation with City comments addressed.

Bidding and Construction:

The firm shall provide constructability, ability to bid, operability reviews on proposed construction projects. The review will cover such items as detail and cut omissions and inconsistencies between plans and specifications, vague or ambiguous notes and references and lack of coordination between drawings of all disciplines involved in the project.

The firm shall submit the following for bidding both in hard copy and in electronic format:

- Full and complete sealed set of drawings
- Full and complete sealed set of technical specifications and list of governing specs both in hard copy and electronic format
- Detailed scope of work both in hard copy and electronic format
- Detailed unit price bid proposal form, both in hard copy and electronic format
- Detailed real-world value cost estimate
- Construction time determination schedule

During the bidding process, the firm shall respond to all questions from prospective bidders, attend a pre-bid conference, and if required prepare addendums.

After bid opening, the firm shall provide all documentation required for State concurrence, these items include:

- Engineer's Cost Estimate line item review
- Engineer's Bid Tab review and recommendation letter

During the construction phase, the firm shall assist the City, on a time and materials basis, with but not limited to the following items:

- Responding to all questions from the contractor (requests for information, RFIs)
- Providing advice and recommendation to the Owner and other technical engineering functions and analysis as may be required by the City
- Reviewing contractor technical submittals
- Participate in "punch list" inspection and provide punch list to Owner
- Produce and provide a set of reproducible (11"x17") "as-built" drawings of new construction in electronic format or hard copy if requested

Construction Observation:

The firm shall provide the following and upon request:

- Designate and assign a project representative, subject to the approval of the City, who will serve as the point of contact during the on-site observation and inspection of the construction work in progress and to ascertain that the work is properly executed in conformance with the drawings and specifications.
- The project representative will be responsible for the complete coordination of work developed under each assignment. Work will be accomplished with adequate controls and review procedures to eliminate conflicts, errors, and omissions, and to ensure the technical accuracy of all design information.
- Attend the weekly construction meetings as requested, to be scheduled by the City Project Manager. Other periodic meetings shall be held whenever requested by the City for discussion of questions and problems relating to the work being performed by the firm. The firm shall be required to attend and participate in all design conferences pertinent to the work being performed.
- Respond to Requests for Information (RFIs) within three (3) business days
- Conduct project site visits and produce a project observations report within three (3) business days of the project site visit as requested by the Project Manager.
- Review and approve contractor shop drawings and material submittals and make recommendations within three (3) business days at a maximum or within a schedule previously agreed established by the City Project Manager and with the final approval by the City.
- Prepare cost estimates for street and drainage improvements, park and site improvements, and other project estimates as requested when the contractor submits a change order.

- Provide as-built drawings of new construction.
- Provide other civil engineering functions and analysis as may be required by the City as unforeseen conditions may occur.
- Participate in punch list inspections as scheduled by the City Project Manager
- Provide a letter at the end of the construction to certify that the project was constructed according to project requirements, plans, and specifications.

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

Solicitation #2023-0450 On-Call Professional Services Civil Engineering

Classification	Base Rate	Audited Overhead Rate	Profit	2023 Hourly Billing Rate*
Principal/Sr. Professional Engineer/Project Director	\$ 127.88	156.28%	10.00%	\$ 360.50
Senior Project Manager	\$ 80.23	156.28%	10.00%	\$ 226.17
Project Manager	\$ 73.32	156.28%	10.00%	\$ 206.69
Senior Design Engineer	\$ 64.90	156.28%	10.00%	\$ 182.96
QA/QC Engineer	\$ 69.23	156.28%	10.00%	\$ 195.16
Design Engineer III	\$ 47.12	156.28%	10.00%	\$ 132.84
Design Engineer II	\$ 50.00	156.28%	10.00%	\$ 140.95
Design Engineer I	\$ 52.89	156.28%	10.00%	\$ 149.10
Senior Engineer	\$ 70.39	156.28%	10.00%	\$ 198.44
Project Engineer	\$ 56.04	156.28%	10.00%	\$ 157.98
Construction Manager	\$ 64.90	156.28%	10.00%	\$ 182.96
Resident Project Representative (RPR) II	\$ 45.68	156.28%	10.00%	\$ 128.78
Resident Project Representative (RPR) I	\$ 55.29	156.28%	10.00%	\$ 155.87
SUE Field Coordinator	\$ 55.29	156.28%	10.00%	\$ 155.87
Senior Engineering Technician	\$ 45.67	156.28%	10.00%	\$ 128.75
Engineering Technician	\$ 50.00	156.28%	10.00%	\$ 140.95
Senior Drafting Technician	\$ 44.71	156.28%	10.00%	\$ 126.04
Drafting Technician II	\$ 33.00	156.28%	10.00%	\$ 93.03
Drafting Technician I	\$ 37.02	156.28%	10.00%	\$ 104.36
Administrative Manager	\$ 34.00	156.28%	10.00%	\$ 95.85
Administrative Assistant	\$ 58.75	156.28%	10.00%	\$ 165.62
Clerical	\$ 24.04	156.28%	10.00%	\$ 67.77
SUE Designating 1 man crew	\$ 41.04	156.28%	10.00%	\$ 115.70
SUE Designating 2 man crew	\$ 93.75	156.28%	10.00%	\$ 264.29

*Hourly billing rates are effective through 6/30/2024 and shall escalate by 4% on July 1 of each year

Solicitation #2023-0450 On-Call Professional Services Civil Engineering

Utility Engineering & Coordination Services		
Services To Be Provided	Unit	Rate
<u>SUE (Quality Level C and D)</u>		
Includes labor and equipment for records research, CADD, and mapping.	LF	\$ 0.70
<u>SUE (Quality Level B - Utility Designation)</u>		
Includes labor and equipment for records research, designating, engineering, surveying, CADD mapping and limited traffic control.	LF	\$ 1.65
<u>SUE (Quality Level A - Utility Locate, Test Holes)</u>		
Includes labor and equipment for vacuum excavation, engineering, surveying, CADD, and limited traffic control. These prices reflect that a Quality Level B service has been provided.		
Level A: 0 to 5 ft.	each	\$ 1,200.00
Level A: > 5 to 8 ft.	each	\$ 1,500.00
Level A: > 8 to 13 ft.	each	\$ 1,800.00
Level A: > 13 to 20 ft.	each	\$ 2,300.00
Level A: > 20 ft.	VF	\$ 205.00
<u>SUE Mobilization/Demobilization</u>		
These costs are intended to be a one-time expense compensation for mobilizing/demobilizing personnel and equipment portal to portal. Vacuum excavation truck (non-local)	Mile	\$ 4.75

				Consultant Proposal
Other Direct Expenses	Unit	Max Rate	Fixed/Max	ODE Rate
Lodging/Hotel - Taxes and Fees	day/person			120.00
Lodging/Hotel (Taxes/fees not included)	day/person	Current State Rate		
Meals (Excluding alcohol & tips) (Overnight stay required)	day/person	Current State Rate		
Mileage	mile	Current State Rate		
SUV or ATV Rental (Includes taxes and fees; Insurance costs will not be reimbursed)	day			185.00
Construction Truck (Includes operation, and maintenance costs; Insurance costs will not be reimbursed)	day			
Construction Truck 4X4 (Includes operation and maintenance costs; Insurance costs will not be reimbursed)	day			
Rental Car Fuel	gallon			5.00
reimbursed)	Month			2,000.00
reimbursed)	day			100.00
Air Travel - In State - Short Notice (Coach)	Rd Trip/person			530.00
Air Travel - In State - 2+ Wks Notice (Coach)	Rd Trip/person			950.00
Air Travel - Out of State - 2+ Wks Notice (Coach)	Rd Trip/person			1,000.00
Air Travel - Out of State - Short Notice (Coach)	Rd Trip/person			1,500.00
Oversize, special handling or extra baggage airline fees	each			100.00
Taxi/Cab fare	each/person			45.00
Parking	day			35.00
Toll Charges	each			50.00
Standard Postage	letter	Current Postal Rate		
Certified Letter Return Receipt	each	Current Postal Rate		
Overnight Mail - letter size	each	Current Postal Rate		
Overnight Mail - oversized box	each			100.00
Materials and Shipping	package			100.00
Courier Services	each			48.00
Photocopies B/W (8 1/2" X 11")	each			0.25
Photocopies B/W (11" X 17")	each			0.35
Photocopies Color (8 1/2" X 11")	each			1.00
Photocopies Color (11" X 17")	each			1.25
Cardstock Color (8 1/2" X 11")	each			2.00
Digital Ortho Plotting	sheet			3.00
Plots (B/W on Bond)	square foot			1.00
Plots (Color on Bond)	square foot			1.75
Plots (Color on Photographic Paper)	square foot			5.00
Color Graphics on Foam Board	square foot			20.00
Presentation Boards 30" X 40" Color Mounted	each			35.00
Report Printing	each			10.00
Report Binding and tabbing	each			15.00
Drawing Binders (variable depth for 11" X 17" paper)	each			35.00
Notebooks	each			10.00
Reproduction of CD/DVD	each			5.00
CDs/DVDs	each			2.50
4" X 6" Digital Color Print	picture			5.00
24-Hour Automated Tube Counts - Volume	per counter/day			
24-Hour Automated Tube Counts - Bi-directional	per counter/day			
24-Hour Automated Tube Counts - Speed or Class	per counter/day			
24-Hour Volume Video Counts (camera setup and counts)	per counter/day			
24-Hour Classification Video Counts (camera setup and counts)	per counter/day			
Intersection Turning Movement Counts (at location)	per counter/hour/day			
mileage)	hour			
Speed Survey (location)	per location			100.00
Intersection Diagrams / Sketches	per intersection			
Intersection Photography	per intersection			
TMA (1 TMA with Driver)	per day			1,250.00
TCP for Surveying Services	per day			1,000.00

**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)

6/19/2023

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 License # 4682 Hub International Insurance Services 601 N. Mesa, Suite 1550 El Paso, TX 79901	CONTACT NAME: PHONE (A/C, No, Ext): (915) 206-6023 FAX (A/C, No): (866) 399-3972 E-MAIL ADDRESS: tex.elpasoinfo@hubinternational.com
INSURED Frank X. Spencer & Associates Inc. 1130 Montana Ave. El Paso, TX 79902	INSURER(S) AFFORDING COVERAGE INSURER A : Travelers Casualty and Surety Company 19038 INSURER B : The Travelers Indemnity Company of America 25666 INSURER C : Texas Mutual Insurance Company 22945 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 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 type="checkbox"/> PROJECT <input checked="" type="checkbox"/> LOC OTHER:			6807H392222	2/28/2023	2/28/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
B	<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			BA4R425951-23-47	2/28/2023	2/28/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" 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 \$ 10,000			CUP3N0564702347	2/28/2023	2/28/2024	EACH OCCURRENCE \$ 9,000,000 AGGREGATE \$ 9,000,000 \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y / N If yes, describe under DESCRIPTION OF OPERATIONS below		N / A	0001188508	2/28/2023	2/28/2024	<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


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

The General Liability and Automobile policies include a blanket automatic additional insured endorsement or policy terms that provide additional insured status to the certificate holder only when there is a written contract between the named insured and the certificate holder that requires such status subject to policy terms and conditions. The General Liability, Automobile and Workers Compensation policies include a blanket waiver of subrogation status to the certificate holder that requires such status subject to policy terms and conditions. Insurance is primary and non-contributory.

Project: Contract: On-Call Professional Services Civil Engineering, Solicitation #2023-0450

CERTIFICATE HOLDER

CANCELLATION

City of El Paso 218 N. Campbell, 2nd Floor 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.

7-10-23

Date

Signature

Frank X. Spencer and Associates, Inc.

Company Name

Senior VP

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.

7-10-23

Date

Signature

Frank X. Spencer and Associates, Inc.

Company Name

Senior VP

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.

THE STATE OF TEXAS)
)
COUNTY OF EL PASO)

**ON-CALL
AGREEMENT FOR
PROFESSIONAL SERVICES**

This Agreement is made this ____ day of _____, 2023 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 CEA Group Inc., a Texas corporation, hereinafter referred to as the “**Consultant**”.

WHEREAS, the Owner intends to engage the Consultant to perform professional civil engineering services on a task order basis through the use of task orders referencing this Agreement, the scope of which is further described in **Attachment “A”**; and

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

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

**ARTICLE I
ATTACHMENTS**

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

Attachment “A”	Scope of Services and Project Budget
Attachment “B”	Consultant’s Fee Proposal and Hourly Rates
Attachment “C”	Consultant’s Basic and Additional Services
Attachment “D”	Payment and Deliverable Schedules
Attachment “E”	Insurance Certificate
Attachment “F”	Federal Aviation Administration contract provisions for Airport Improvement Program Projects

**ARTICLE II
PROJECT**

2.1 The Owner hereby agrees to retain the Consultant and the Consultant agrees to perform on-call professional services on a Task Order basis. Each individual Task Order will identify the Project (“**Project**”) and the total compensation due to each Project. The Task Order for each Project shall include the Scope of Services described in **Attachment “A”**.

2.2 For each Project, the Consultant shall comply with the City of El Paso Capital Improvement Department Construction Document Guidelines in effect on the execution date of this Agreement in the performance of the services requested under this Agreement. Such Guidelines are available in the Capital Improvement Department.

- 2.3** The Consultant shall serve as the Owner’s professional representative in those phases of the Project to which this Agreement applies and shall give consultation and advice to the Owner during the performance of services.
- 2.4** The Owner shall provide all available information to the Consultant, as to the Owner’s requirements for each construction contract. The Owner shall also provide to the Consultant, all known information pertinent to the Project site, including previous reports and other data relative to design, such as “as-built” drawings or physical conditions now existing at the Project site. In performing its services, the Consultant will be entitled to rely upon the accuracy of the Owner provided information.
- 2.5** The Owner hereby designates the City Engineer of the City of El Paso as the Owner’s representative with respect to the professional services to be provided by the Consultant pursuant to this Agreement. The City Engineer shall have complete authority to transmit instructions, receive information, interpret and define Owner’s policies, and decisions with respect to materials, equipment, elements, and systems pertinent to the work covered by this Agreement. City Engineer will render written decisions within a five (5) working days time period.

ARTICLE III CONSULTANT FEES AND PROJECT BUDGET

3.1 PAYMENT TO CONSULTANT. The Owner shall pay to the Consultant an amount not to exceed **\$750,000.00** 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: CEA Group, Inc.
Attn: Ruben Chavez, Principal-in-Charge
Uptown Center 813 N. Kansas St., Ste. 300
El Paso, Texas 79902

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

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

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

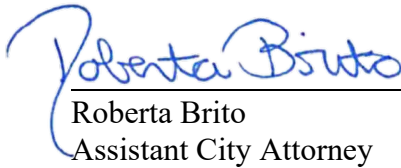
7.14 TEXAS GOVERNMENT CODE. In accordance to Chapter 2274 of the Texas Government Code, as amended from time to time, the Consultant represents and warrants to the Owner the following: (1) the Consultant does not have a practice, policy, guidance, or directive that discriminates against a firearm entity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

WITNESS THE FOLLOWING SIGNATURES AND/OR SEALS:

CITY OF EL PASO:

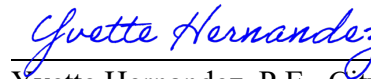
Cary Westin
Interim City Manager

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 _____, 2023,
by **Cary Westin**, as **Interim City Manager** of the **City of El Paso, Texas**.

Notary Public, State of Texas

My commission expires:

(Signatures continue on following page)

CONSULTANT:
CEA GROUP, INC.

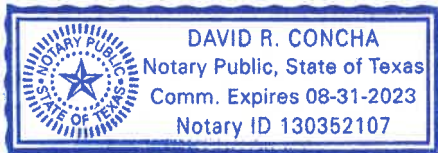
RCC

By: P.E.
Title: Principal-in-Charge

(Acknowledgment)

THE STATE OF TEXAS §
§
COUNTY OF EL PASO §

This instrument was acknowledged before me on this 28th day of JUNE, 2023,
by Ruben Chavez, as Principal-in-Charge of CEA Group, Inc..



David R. Concha
Notary Public, State of Texas

My commission expires:

8-31-23

**ATTACHMENT “A”
SCOPE OF SERVICES**

ATTACHMENT “A” SCOPE OF SERVICES

The contracts will be used for miscellaneous assignments on an on-call basis to include as appropriate:

Investigation:

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

Design:

Design shall meet all City, State, and Federal requirements for the project and shall be performed in phases as presented in the project schedule specified for each project.

The firm is responsible to submit a turnkey design product. The firm shall be responsible for providing State of Texas licensed Engineers, and Land Surveyors required to provide design services. The firm shall follow City of El Paso design specifications and procedures for the development of the specified project and comply with all laws, regulations and policies set by the City of El Paso and the State. Irrigation design shall be designed by a licensed irrigator registered in the State of Texas and shall comply with City of El Paso Design and Construction Standards. In addition, the firm shall be responsible for necessary Texas Department of Licensing and Regulation (TDLR) fees, registration, and for inspection.

Aside from complying with local building codes, the firm shall comply with the City of El Paso Design Standards for Construction and Grading Ordinance, City of El Paso Capital Improvement Department Drawing Guidelines, City of El Paso Bike Plan, National Association of City Transportation Officials (NACTO) Urban Bikeway Design and Urban Street Design Guide, and the Dark Sky Ordinance as applicable. The firm is responsible with ensuring the project design is compliant with all federal, state, and local regulations and ordinances.

The firm shall provide Civil Engineering project management and design and survey services, develop plans and specifications, contract documents, estimates construction contracts and if necessary an Engineer's Report.

Sole sourcing will not be allowed. The firm shall prepare both design and performance specifications. The firm shall provide a guide schedule of necessary testing and sampling. Buy America must be enforced during design process.

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

Studies and Reports:

The firm shall perform research and database creation to conduct studies and produce reports to include investigations, drawings and sketches and, cost estimates. Reports shall include description of alternatives considered, estimates of construction costs, conclusions and recommendations. This task includes the preparation of feasibility studies, structural analysis, design analysis, traffic impact analysis, and other studies as required.

Planning:

The firm shall assist the City in providing schedules for obtaining utility easements, utility service lines and other permits. The firm shall comply with requirements set by the City's Capital Improvement and Planning and Inspections Departments. Preparation of plans, specifications and cost estimates for design of buildings, structures and similar construction, design of street and drainage improvements, other site improvements, civil, structural, soils forensic engineering, and subsurface utility engineering to include records research and field verification. The firm shall present design to City of El Paso Bicycle Advisory Committee for specified projects.

Soils Investigation:

The firm shall provide a soil investigation and soils forensic engineering, and pavement design report for specified projects. Pavement design report shall include a life expectancy analysis.

Cost Estimates:

The firm shall develop and submit the construction cost estimates. The cost opinion 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 selected contractor. As noted herein, if the all responsible bids exceed the final cost opinion by more than **ten percent (10%)**, the firm agrees, at the direction of the City, to redesign the project without additional charge to the City to bring the project within the budgetary limitations. After bidding, the firm shall submit a bid evaluation per bid item table and a letter of recommendation/rejection of bids.

Design Analysis:

The firm shall perform design analysis for t h e project to ensure public safety. Design analysis shall include all engineering calculations for review by the City, governmental authorities who may have jurisdiction over each construction contract, and public utilities. All design analysis must comply with all applicable City, County, State, and Federal laws and regulations.

Technical Specifications:

The firm shall prepare and provide technical specifications. The specifications shall be based on the most current version of CSI Master Format. No sole sourcing shall be allowed. All specifications must include type of materials listed in the construction drawings, placement method

and quality control and quality assurance testing. The specification shall correlate with unit price format. All specifications must comply with established specification standards and formats. The firm shall provide both design and performance specifications.

ADA Compliance and Requirements:

The firm shall include and comply with Americans With Disabilities Act (ADA), the 2022 Texas Accessibility Standards (T.A.S), and Texas Department of Licensing and Regulation requirements.

Under this contract, the firm will employ the services of a Registered Accessibility Specialist (RAS) to perform a review of design documents and inspection of construction. The firm shall comply with RAS design comments.

Public Art:

If directed by the Capital Improvement Department, the firm shall coordinate with the Museum & Cultural Affairs Department (MCAD) for concept, design and installation of the Public Art.

Surveys:

The firm shall provide all topographic, horizontal surveys necessary to provide a complete design. Survey shall include project boundaries, improvement surveys and identify all utilities. Immediately after Notice to Proceed (NTP) the firm shall verify all right-of-way (ROW) boundaries and identify any conflicts with the project.

Geometric Improvements:

The firm shall provide a detailed schematic and preferred geometric alignment, including typical section(s) that should be defined enough to determine basic requirements such as drainage structures, ROW, business or home relocations, and utility conflicts that must comply and meet with all applicable City, County, State, and Federal laws and regulations.

The firm shall be responsible for the preparation of traffic data and provide existing ROW limits and location of utilities. The firm shall also generate preliminary cross sections to aid in determining ROW needs and control of access restrictions, and examine needs for special drainage or run-off pollution control measures, and hydraulic system issues. The plans and specifications must identify how constraints will be handled, consider utility conflict, and identify potential conflicts. The firm shall prepare and evaluate pavement design report for compatibility with proposed construction, skewed intersections or replace with better functional and operational design. The firm will establish sizes of drainage structures add location and size to schematic.

When work is railroad ROW, the firm shall coordinate with the railroad as appropriate to locate all potential and existing railroad crossings, determine existing crossing conditions, and traffic control requirements, and identify the need and recommendations for interconnection, closing or consolidating grade crossings.

Building Permits, Special Permits, and Other Land Use Permits:

The firm shall be responsible to comply with all local, state, and federal codes. The firm shall be responsible to submit required sets to City of El Paso Planning and Inspections Department (BP&I) for review and approval during final design phase period. The firm shall be responsible to obtain approval from BP&I before the construction documents are submitted for bid advertisement. It shall be the responsibility of the firm to follow up review and approval process with the BP&I. After approval, the firm will pick up approved plans and store them in a safe place. The firm shall not be responsible to pull permit. The pulling of the permit shall be responsibility of building contractor. BP&I shall be responsible to review grading and drainage, storm water pollution prevention plan, electrical, structural, mechanical, plumbing permit requirements.

The firm shall be responsible for the preparation all documents that include but are not limited to: metes and bounds descriptions, site plans, elevations, and applications for permits, special permits, zoning changes, and land use permits. The provider shall represent the City of El Paso to make presentations, answer questions at the City of El Paso Bicycle Advisory Committee meetings and City Council meetings.

Storm Water Pollution Prevention and Erosion Control Plan:

The firm shall prepare and provide storm water pollution prevention plan. The firm shall be knowledgeable on the storm water pollution prevention plan requirements. The storm water pollution prevention plan shall be submitted to BP&I for review and approval.

Utility Services and Utility Easements:

Based on the design, the firm shall coordinate with all utilities and interested parties that will be affected by the proposed project improvements. The firm shall submit all applications to the utilities and interested parties on behalf of the City. However, the City shall pay all utility service fees. The firm will not pull the installation of service. The building contractor shall coordinate the installation of the service. Construction documents shall clearly show all utility company contacts and type of service requested. Before the construction documents are submitted for bid advertisement, the firm shall submit all utility service requests. The firm shall prepare all metes and bounds descriptions for utility easements and/or vacations. The firm shall coordinate easements and/or vacations with City staff and respective utility companies and all interested parties. All documents and coordination efforts by the firm shall be complete by or before the 90% design phase due date. A checklist of all coordinated services, easements shall be submitted monthly.

Utility Coordination:

The firm shall be responsible to verify utility locations in the field and coordinate design efforts with all affected utility companies and interested parties. The purpose is to minimize utility relocation without compromising design standards. The firm shall verify utility lines, valves, covers, manholes, etc. from the different utility companies and interested parties during the

preliminary design phase, subsurface utilities shall be included as part of the firm's responsibilities to include records research and field verifications. All existing utility structures shall be shown on the preliminary design plan submittal. The firm shall meet with all affected utility companies and interested parties to discuss proposed design. Based on these coordination meetings and correspondence that is sent between the firm and utility companies and interested parties the need and extent of relocation shall be determined. If a dispute arises, the firm shall immediately setup a meeting between the City's Project Manager and the utility company or interested parties to resolve the dispute. The firm, on behalf of the City, shall request from all utility companies or interested parties that they relocate all lines that conflict with new improvements. However, El Paso Water Utilities (EPWU) can request that the City include as part of the street and drainage improvement bid package the relocation of their utility lines provided that the utility company or interested parties signs an agreement with the City and funding is provided. The firm shall coordinate this effort with the utility companies and interested parties and advise them of the City policy to minimize pavement cuts on new roadways. All correspondence and meeting minutes shall be submitted to the City when each phase is due. Construction documents shall clearly show all existing and proposed utility lines and utility company or interested party contacts. All documents and coordination efforts by the firm shall be complete by or before the final design phase due date. The firm shall submit all utility clearance letters from each utility company or interested parties by or before the 90% design phase. If relocations cannot occur before construction consultant must incorporate into construction phasing and coordinate relocation date.

Public Involvement:

The firm shall assist the City throughout public outreach activities required by the City by providing plans/exhibits showing the proposed improvements and how those improvements will affect adjacent property owners and in identification of stakeholders. Community meetings will be held for the design phase, and the firm shall be responsible to attending the meetings, prepare presentations and required exhibits for the proposed improvements.

Street Car Track Access:

If required, the firm shall be responsible to follow the Track Access Program Policy on the El Paso Streetcar (EPSC) Operational Right-of-Way (ROW) and under any streetcar infrastructure within 10 feet and 25 feet of the track centerline to include trenching and excavations. <http://www.sunmetro.net/streetcar/track-access>.

Traffic and Pedestrian Control Plan and Analysis:

The firm shall provide a traffic and pedestrian control plan based on traffic analysis. Traffic analysis may also include miscellaneous assignments related to planning, geometric design and traffic operations of roads, streets and highways and their networks, terminals, abutting lands and relationships with other modes of transportation for the achievement of safe, efficient and convenient movement of people and goods.

Construction Sequencing Plan:

The firm shall provide a construction-sequencing plan. The firm shall take into consideration all

work tasks required of all base bids, and different work tasks to include EPWU, which shall be shown as other phases or on its own.

Construction Schedule:

The firm shall meet with City's Project and Construction Managers to determine construction schedule. The schedule shall take into account lead delivery time of materials, equipment, and any known utility relocations. The firm shall evaluate proposed changes to the contract and actively manage impacts to the project. The meeting shall be held after pre-final plans are submitted, but before Final Design Notice to proceed is issued. The information will allow the firm to prepare a current market cost estimate at the final design phase submittal.

Contract Time Determination:

The firm shall prepare a contract time determination to identify clearly and accurately the critical path as the longest continuous path. Provide a legend for all abbreviations, run date, data date, project start date, and project completion date in the title block necessary for the activities and estimated expected duration of the activity or milestone indicating the progress of the project.

Using calendars incorporate seasonal weather conditions into the schedule for work (e.g., earthwork, concrete paving, structures, asphalt, drainage, utilities, etc.) that may be influenced by temperature or precipitation. Also, include non-work periods such as holidays, weekends, or other non-work days as identified in the contract.

PRODUCTS REQUIRED:

Pre-Design Report (If applicable)

The firm shall be responsible to deliver a Pre-Design Analysis before submitting the 30% design phase, after notice to proceed' the schedule for the predesign report will be determined on a per project basis. This process shall include but not be limited to the following:

- Evaluate existing ROW and expected ROW acquisition if any
- Evaluate street alignment
- Develop typical sections
- Pavement design based on geotechnical recommendation
- Identify possible utility conflicts
- Identify possible additional conflicts with proposed improvements
- Provide construction estimate of proposed improvements
- Evaluate bicycle and pedestrian improvements

30% Design:

The firm shall submit the following preliminary design submittal, as applicable.

- Coversheet (90% complete)

- Quantity Summary Sheet (100% complete)
- Landscape Architectural Plan and Details (50% complete)
- Electrical Plan and Details (50% complete)
- Mechanical Plan and Details (50% complete)
- Plumbing Plan and Details (50% complete)
- Horizontal Control Plan (90% complete)
- Demolition Plan (90% complete)
- Construction Notes (50% complete)
- Storm Water Pollution Prevention Plan (75% complete)
- Typical Construction Details (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)
- List of Governing Specs (100% complete)
- General Notes
- Engineer's Estimate
- Design Criteria
- Geotechnical Report
- Pavement Design Memo (if applicable)
- Utility Status and coordination report

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

60% Design:

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

- Coversheet (100% complete)
- Quantity Summary Sheet (100% complete)
- Architectural Plan and Details (75% complete)
- Electrical Plan and Details (75% complete)
- Mechanical Plan and Details (75% complete)
- Plumbing Plan and Details (75% complete)
- Horizontal Control Plan (100% complete)
- Demolition 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 (95% complete)
- Grading Plan (95% complete)
- Landscape Plan (95% 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)
- List of Governing Specs (100% complete)
- General Notes
- Engineer's Estimate
- Design Criteria
- 30% complete action items report and complete review comment forms
- Contract time determination
- Certifications (ROW, Utilities, etc.)
- Temporary Road Closure Request
- Construction Speed Zone Request
- TDLR Registration Form
- Redlines showing quality control
- Utility Status and coordination report

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

95% Design:

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

- Cover Sheet (100% complete)
- Quantity Summary Sheet (100% complete)
- Architectural Plan and Details (100% complete)
- Electrical Plan and Details (100% complete)
- Mechanical Plan and Details (100% complete)
- Plumbing Plan and Details (100% complete)
- Horizontal Control Plan (100% complete)
- Demolition Plan (100% complete)
- Construction Notes (100% complete)
- Storm Water Pollution Prevention Plan (100% complete)
- Typical Construction Details (100% complete)
- Special Construction Details (100% complete)
- Site Plan (100% complete)
- Grading Plan (100% complete)

- Landscape Plan (100% complete)
- Typical Landscape Details (100% complete)
- Special Landscape Details (100% complete)
- Pre-final Irrigation Layout (100% complete)
- Typical Irrigation Details (100% complete)
- Special Irrigation Details (100% complete)
- Outline of Specifications (100% complete)
- List of Governing Specs (100% complete)
- General Notes
- Engineer's Estimate
- Design Criteria
- 60% complete action items report and complete review comment forms
- Contract time determination
- Certifications (ROW, Utilities, etc.)
- Temporary Road Closure Request
- Construction Speed Zone Request
- TDLR Registration Form
- Performance end date
- Redlines showing quality control
- Utility status and coordination report

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

100% Design:

The firm shall re-submit the 95% documentation with City comments addressed.

Bidding and Construction:

The firm shall provide constructability, ability to bid, operability reviews on proposed construction projects. The review will cover such items as detail and cut omissions and inconsistencies between plans and specifications, vague or ambiguous notes and references and lack of coordination between drawings of all disciplines involved in the project.

The firm shall submit the following for bidding both in hard copy and in electronic format:

- Full and complete sealed set of drawings
- Full and complete sealed set of technical specifications and list of governing specs both in hard copy and electronic format
- Detailed scope of work both in hard copy and electronic format
- Detailed unit price bid proposal form, both in hard copy and electronic format
- Detailed real-world value cost estimate
- Construction time determination schedule

During the bidding process, the firm shall respond to all questions from prospective bidders, attend a pre-bid conference, and if required prepare addendums.

After bid opening, the firm shall provide all documentation required for State concurrence, these items include:

- Engineer's Cost Estimate line item review
- Engineer's Bid Tab review and recommendation letter

During the construction phase, the firm shall assist the City, on a time and materials basis, with but not limited to the following items:

- Responding to all questions from the contractor (requests for information, RFIs)
- Providing advice and recommendation to the Owner and other technical engineering functions and analysis as may be required by the City
- Reviewing contractor technical submittals
- Participate in "punch list" inspection and provide punch list to Owner
- Produce and provide a set of reproducible (11"x17") "as-built" drawings of new construction in electronic format or hard copy if requested

Construction Observation:

The firm shall provide the following and upon request:

- Designate and assign a project representative, subject to the approval of the City, who will serve as the point of contact during the on-site observation and inspection of the construction work in progress and to ascertain that the work is properly executed in conformance with the drawings and specifications.
- The project representative will be responsible for the complete coordination of work developed under each assignment. Work will be accomplished with adequate controls and review procedures to eliminate conflicts, errors, and omissions, and to ensure the technical accuracy of all design information.
- Attend the weekly construction meetings as requested, to be scheduled by the City Project Manager. Other periodic meetings shall be held whenever requested by the City for discussion of questions and problems relating to the work being performed by the firm. The firm shall be required to attend and participate in all design conferences pertinent to the work being performed.
- Respond to Requests for Information (RFIs) within three (3) business days
- Conduct project site visits and produce a project observations report within three (3) business days of the project site visit as requested by the Project Manager.
- Review and approve contractor shop drawings and material submittals and make recommendations within three (3) business days at a maximum or within a schedule previously agreed established by the City Project Manager and with the final approval by the City.
- Prepare cost estimates for street and drainage improvements, park and site improvements, and other project estimates as requested when the contractor submits a change order.

- Provide as-built drawings of new construction.
- Provide other civil engineering functions and analysis as may be required by the City as unforeseen conditions may occur.
- Participate in punch list inspections as scheduled by the City Project Manager
- Provide a letter at the end of the construction to certify that the project was constructed according to project requirements, plans, and specifications.

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



HOURLY RATE SCHEDULE

Classification

1. QA/QC Engineer.....	\$247.96
2. Senior Project Manager	\$247.96
3. Project Manager	\$236.69
4. Senior Engineer.....	\$219.79
5. Project Engineer	\$169.07
6. Design Engineer	\$140.89
7. Engineer Associate.....	\$115.53
8. Resident Project Representative	\$104.26
9. Senior Engineering Technician.....	\$132.43
10. Engineering Technician	\$112.71
11. Senior Drafting Technician	\$112.71
12. Drafting Technician.....	\$98.62
13. Administrative Assistant.....	\$84.53

Reimbursable Costs

1. Mileage:	IRS Rate
2. Sub-Consultants:	Cost x 1.10
3. Other Costs (Printing/Copying, Shipping, etc.):	Cost x 1.10

General Administrative Overhead Multiplier & Profit Markup

Fringe Benefit Rate:.....	45.99%
General Overhead Rate:.....	110.17%
Combined Rate:.....	156.16%
Profit Rate:.....	10.0%

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

ACORDTM**CERTIFICATE OF LIABILITY INSURANCE**

DATE (MM/DD/YYYY)

5/03/2023

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 9811 Katy Freeway, Suite 500 Houston, TX 77024 713 490-4600		CONTACT NAME: PHONE (A/C, No, Ext): 713 490-4600 FAX (A/C, No): 713-490-4700 E-MAIL ADDRESS:															
INSURED CEA Engineering Group, Inc., DBA CEA Group 813 N. Kansas St., Ste 300 El Paso, TX 79902		<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A : Travelers Property Cas. Co. of America</td> <td>25674</td> </tr> <tr> <td>INSURER B : Phoenix Insurance Company</td> <td>25623</td> </tr> <tr> <td>INSURER C : Arch Insurance Company</td> <td>11150</td> </tr> <tr> <td>INSURER D : Travelers Indemnity Company of CT</td> <td>25682</td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </tbody> </table>		INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : Travelers Property Cas. Co. of America	25674	INSURER B : Phoenix Insurance Company	25623	INSURER C : Arch Insurance Company	11150	INSURER D : Travelers Indemnity Company of CT	25682	INSURER E :		INSURER F :	
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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
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"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			6806J3538452347	03/25/2023	03/25/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
D	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY			BA5R0100972347G	03/25/2023	03/25/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB EXCESS LIAB DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE/OFFICER/MEMBER EXCLUDED? <input checked="" type="checkbox"/> Y <input checked="" type="checkbox"/> N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	UB003J516092	03/25/2023	03/25/2024	<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
C	Professional Liab Claims Made & Reported Pol			PAAEP0139702 See Below	03/25/2023	03/25/2024	\$1,000,000 per claim \$2,000,000 annl aggr.

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

Retro: 02/02/2002 for 1st \$1M/1M Professional Liability Limit

Retro: 03/25/2022 for \$1M/2M Professional Liability Limit

The General Liability and Auto Liability policy include an automatic Additional Insured endorsement that provides Additional Insured status to the Certificate Holder, only when there is a written contract or written agreement between the named insured and the certificate holder and with regard to work performed on (See Attached Descriptions)

CERTIFICATE HOLDER**CANCELLATION**

The City of El Paso
Attn: Capital Improvement Department
218 N. Campbell, 2nd Floor
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. Janner

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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 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.

6/28/23
Date


Signature

CEA GROUP
Company Name

VP
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.

6/28/23
Date


Signature

CEA GROUP
Company Name

VP
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.

THE STATE OF TEXAS)
)
COUNTY OF EL PASO)

**ON-CALL
AGREEMENT FOR
PROFESSIONAL SERVICES**

This Agreement is made this ____ day of _____, 2023 by and between the **CITY OF EL PASO**, a municipal corporation organized and existing under the laws of the State of Texas, hereinafter referred to as the “**Owner**”, and **CONSOR ENGINEERS, LLC.**, a Florida limited liability corporation authorized to transact business in Texas, hereinafter referred to as the “**Consultant**”.

WHEREAS, the Owner intends to engage the Consultant to perform professional civil engineering services on a task order basis through the use of task orders referencing this Agreement, the scope of which is further described in **Attachment “A”**; and

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

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

**ARTICLE I
ATTACHMENTS**

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

Attachment “A”	Scope of Services and Project Budget
Attachment “B”	Consultant’s Fee Proposal and Hourly Rates
Attachment “C”	Consultant’s Basic and Additional Services
Attachment “D”	Payment and Deliverable Schedules
Attachment “E”	Insurance Certificate
Attachment “F”	Federal Aviation Administration contract provisions for Airport Improvement Program Projects

**ARTICLE II
PROJECT**

2.1 The Owner hereby agrees to retain the Consultant and the Consultant agrees to perform on-call professional services on a Task Order basis. Each individual Task Order will identify the Project (“**Project**”) and the total compensation due to each Project. The Task Order for each Project shall include the Scope of Services described in **Attachment “A”**.

2.2 For each Project, the Consultant shall comply with the City of El Paso Capital Improvement Department Construction Document Guidelines in effect on the execution date of this

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

- 2.3** The Consultant shall serve as the Owner's professional representative in those phases of the Project to which this Agreement applies and shall give consultation and advice to the Owner during the performance of services.
- 2.4** The Owner shall provide all available information to the Consultant, as to the Owner's requirements for each construction contract. The Owner shall also provide to the Consultant, all known information pertinent to the Project site, including previous reports and other data relative to design, such as "as-built" drawings or physical conditions now existing at the Project site. In performing its services, the Consultant will be entitled to rely upon the accuracy of the Owner provided information.
- 2.5** The Owner hereby designates the City Engineer of the City of El Paso as the Owner's representative with respect to the professional services to be provided by the Consultant pursuant to this Agreement. The City Engineer shall have complete authority to transmit instructions, receive information, interpret and define Owner's policies, and decisions with respect to materials, equipment, elements, and systems pertinent to the work covered by this Agreement. City Engineer will render written decisions within a five (5) working days time period.

ARTICLE III CONSULTANT FEES AND PROJECT BUDGET

3.1 PAYMENT TO CONSULTANT. The Owner shall pay to the Consultant an amount not to exceed **\$750,000.00** 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: Consor Engineers, LLC.
 Attn: Ricardo Prieto, P.E., Senior Vice President
 1501 N. Mesa St., Suite 200
 El Paso, Texas 79902

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

7.12 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:


Cary Westin
Interim 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 §

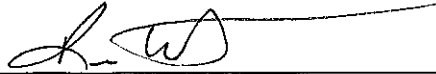
This instrument was acknowledged before me on this _____ day of _____, 2023,
by **Cary Westin**, as **Interim City Manager** of the **City of El Paso, Texas**.

Notary Public, State of Texas

My commission expires:

(Signatures continue on following page)

CONSULTANT:
CONSOR ENGINEERS, LLC

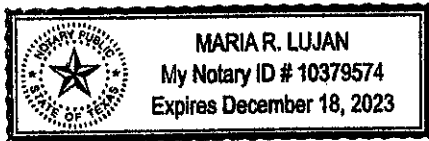


By: P.E.
Title: Senior Vice President

(Acknowledgment)

THE STATE OF TEXAS §
 §
COUNTY OF EL PASO §

This instrument was acknowledged before me on this 29 day of June, 2023,
by Ricardo Prieto, P.E., as Senior Vice President of Consor Engineers, LLC..



Notary Public, State of Texas

My commission expires:

12/18/2023

**ATTACHMENT “A”
SCOPE OF SERVICES**

ATTACHMENT “A” SCOPE OF SERVICES

The contracts will be used for miscellaneous assignments on an on-call basis to include as appropriate:

Investigation:

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

Design:

Design shall meet all City, State, and Federal requirements for the project and shall be performed in phases as presented in the project schedule specified for each project.

The firm is responsible to submit a turnkey design product. The firm shall be responsible for providing State of Texas licensed Engineers, and Land Surveyors required to provide design services. The firm shall follow City of El Paso design specifications and procedures for the development of the specified project and comply with all laws, regulations and policies set by the City of El Paso and the State. Irrigation design shall be designed by a licensed irrigator registered in the State of Texas and shall comply with City of El Paso Design and Construction Standards. In addition, the firm shall be responsible for necessary Texas Department of Licensing and Regulation (TDLR) fees, registration, and for inspection.

Aside from complying with local building codes, the firm shall comply with the City of El Paso Design Standards for Construction and Grading Ordinance, City of El Paso Capital Improvement Department Drawing Guidelines, City of El Paso Bike Plan, National Association of City Transportation Officials (NACTO) Urban Bikeway Design and Urban Street Design Guide, and the Dark Sky Ordinance as applicable. The firm is responsible with ensuring the project design is compliant with all federal, state, and local regulations and ordinances.

The firm shall provide Civil Engineering project management and design and survey services, develop plans and specifications, contract documents, estimates construction contracts and if necessary an Engineer's Report.

Sole sourcing will not be allowed. The firm shall prepare both design and performance specifications. The firm shall provide a guide schedule of necessary testing and sampling. Buy America must be enforced during design process.

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

Studies and Reports:

The firm shall perform research and database creation to conduct studies and produce reports to include investigations, drawings and sketches and, cost estimates. Reports shall include description of alternatives considered, estimates of construction costs, conclusions and recommendations. This task includes the preparation of feasibility studies, structural analysis, design analysis, traffic impact analysis, and other studies as required.

Planning:

The firm shall assist the City in providing schedules for obtaining utility easements, utility service lines and other permits. The firm shall comply with requirements set by the City's Capital Improvement and Planning and Inspections Departments. Preparation of plans, specifications and cost estimates for design of buildings, structures and similar construction, design of street and drainage improvements, other site improvements, civil, structural, soils forensic engineering, and subsurface utility engineering to include records research and field verification. The firm shall present design to City of El Paso Bicycle Advisory Committee for specified projects.

Soils Investigation:

The firm shall provide a soil investigation and soils forensic engineering, and pavement design report for specified projects. Pavement design report shall include a life expectancy analysis.

Cost Estimates:

The firm shall develop and submit the construction cost estimates. The cost opinion 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 selected contractor. As noted herein, if the all responsible bids exceed the final cost opinion by more than **ten percent (10%)**, the firm agrees, at the direction of the City, to redesign the project without additional charge to the City to bring the project within the budgetary limitations. After bidding, the firm shall submit a bid evaluation per bid item table and a letter of recommendation/rejection of bids.

Design Analysis:

The firm shall perform design analysis for t h e project to ensure public safety. Design analysis shall include all engineering calculations for review by the City, governmental authorities who may have jurisdiction over each construction contract, and public utilities. All design analysis must comply with all applicable City, County, State, and Federal laws and regulations.

Technical Specifications:

The firm shall prepare and provide technical specifications. The specifications shall be based on the most current version of CSI Master Format. No sole sourcing shall be allowed. All specifications must include type of materials listed in the construction drawings, placement method

and quality control and quality assurance testing. The specification shall correlate with unit price format. All specifications must comply with established specification standards and formats. The firm shall provide both design and performance specifications.

ADA Compliance and Requirements:

The firm shall include and comply with Americans With Disabilities Act (ADA), the 2022 Texas Accessibility Standards (T.A.S), and Texas Department of Licensing and Regulation requirements.

Under this contract, the firm will employ the services of a Registered Accessibility Specialist (RAS) to perform a review of design documents and inspection of construction. The firm shall comply with RAS design comments.

Public Art:

If directed by the Capital Improvement Department, the firm shall coordinate with the Museum & Cultural Affairs Department (MCAD) for concept, design and installation of the Public Art.

Surveys:

The firm shall provide all topographic, horizontal surveys necessary to provide a complete design. Survey shall include project boundaries, improvement surveys and identify all utilities. Immediately after Notice to Proceed (NTP) the firm shall verify all right-of-way (ROW) boundaries and identify any conflicts with the project.

Geometric Improvements:

The firm shall provide a detailed schematic and preferred geometric alignment, including typical section(s) that should be defined enough to determine basic requirements such as drainage structures, ROW, business or home relocations, and utility conflicts that must comply and meet with all applicable City, County, State, and Federal laws and regulations.

The firm shall be responsible for the preparation of traffic data and provide existing ROW limits and location of utilities. The firm shall also generate preliminary cross sections to aid in determining ROW needs and control of access restrictions, and examine needs for special drainage or run-off pollution control measures, and hydraulic system issues. The plans and specifications must identify how constraints will be handled, consider utility conflict, and identify potential conflicts. The firm shall prepare and evaluate pavement design report for compatibility with proposed construction, skewed intersections or replace with better functional and operational design. The firm will establish sizes of drainage structures add location and size to schematic.

When work is railroad ROW, the firm shall coordinate with the railroad as appropriate to locate all potential and existing railroad crossings, determine existing crossing conditions, and traffic control requirements, and identify the need and recommendations for interconnection, closing or consolidating grade crossings.

Building Permits, Special Permits, and Other Land Use Permits:

The firm shall be responsible to comply with all local, state, and federal codes. The firm shall be responsible to submit required sets to City of El Paso Planning and Inspections Department (BP&I) for review and approval during final design phase period. The firm shall be responsible to obtain approval from BP&I before the construction documents are submitted for bid advertisement. It shall be the responsibility of the firm to follow up review and approval process with the BP&I. After approval, the firm will pick up approved plans and store them in a safe place. The firm shall not be responsible to pull permit. The pulling of the permit shall be responsibility of building contractor. BP&I shall be responsible to review grading and drainage, storm water pollution prevention plan, electrical, structural, mechanical, plumbing permit requirements.

The firm shall be responsible for the preparation all documents that include but are not limited to: metes and bounds descriptions, site plans, elevations, and applications for permits, special permits, zoning changes, and land use permits. The provider shall represent the City of El Paso to make presentations, answer questions at the City of El Paso Bicycle Advisory Committee meetings and City Council meetings.

Storm Water Pollution Prevention and Erosion Control Plan:

The firm shall prepare and provide storm water pollution prevention plan. The firm shall be knowledgeable on the storm water pollution prevention plan requirements. The storm water pollution prevention plan shall be submitted to BP&I for review and approval.

Utility Services and Utility Easements:

Based on the design, the firm shall coordinate with all utilities and interested parties that will be affected by the proposed project improvements. The firm shall submit all applications to the utilities and interested parties on behalf of the City. However, the City shall pay all utility service fees. The firm will not pull the installation of service. The building contractor shall coordinate the installation of the service. Construction documents shall clearly show all utility company contacts and type of service requested. Before the construction documents are submitted for bid advertisement, the firm shall submit all utility service requests. The firm shall prepare all metes and bounds descriptions for utility easements and/or vacations. The firm shall coordinate easements and/or vacations with City staff and respective utility companies and all interested parties. All documents and coordination efforts by the firm shall be complete by or before the 90% design phase due date. A checklist of all coordinated services, easements shall be submitted monthly.

Utility Coordination:

The firm shall be responsible to verify utility locations in the field and coordinate design efforts with all affected utility companies and interested parties. The purpose is to minimize utility relocation without compromising design standards. The firm shall verify utility lines, valves, covers, manholes, etc. from the different utility companies and interested parties during the

preliminary design phase, subsurface utilities shall be included as part of the firm's responsibilities to include records research and field verifications. All existing utility structures shall be shown on the preliminary design plan submittal. The firm shall meet with all affected utility companies and interested parties to discuss proposed design. Based on these coordination meetings and correspondence that is sent between the firm and utility companies and interested parties the need and extent of relocation shall be determined. If a dispute arises, the firm shall immediately setup a meeting between the City's Project Manager and the utility company or interested parties to resolve the dispute. The firm, on behalf of the City, shall request from all utility companies or interested parties that they relocate all lines that conflict with new improvements. However, El Paso Water Utilities (EPWU) can request that the City include as part of the street and drainage improvement bid package the relocation of their utility lines provided that the utility company or interested parties signs an agreement with the City and funding is provided. The firm shall coordinate this effort with the utility companies and interested parties and advise them of the City policy to minimize pavement cuts on new roadways. All correspondence and meeting minutes shall be submitted to the City when each phase is due. Construction documents shall clearly show all existing and proposed utility lines and utility company or interested party contacts. All documents and coordination efforts by the firm shall be complete by or before the final design phase due date. The firm shall submit all utility clearance letters from each utility company or interested parties by or before the 90% design phase. If relocations cannot occur before construction consultant must incorporate into construction phasing and coordinate relocation date.

Public Involvement:

The firm shall assist the City throughout public outreach activities required by the City by providing plans/exhibits showing the proposed improvements and how those improvements will affect adjacent property owners and in identification of stakeholders. Community meetings will be held for the design phase, and the firm shall be responsible to attending the meetings, prepare presentations and required exhibits for the proposed improvements.

Street Car Track Access:

If required, the firm shall be responsible to follow the Track Access Program Policy on the El Paso Streetcar (EPSC) Operational Right-of-Way (ROW) and under any streetcar infrastructure within 10 feet and 25 feet of the track centerline to include trenching and excavations. <http://www.sunmetro.net/streetcar/track-access>.

Traffic and Pedestrian Control Plan and Analysis:

The firm shall provide a traffic and pedestrian control plan based on traffic analysis. Traffic analysis may also include miscellaneous assignments related to planning, geometric design and traffic operations of roads, streets and highways and their networks, terminals, abutting lands and relationships with other modes of transportation for the achievement of safe, efficient and convenient movement of people and goods.

Construction Sequencing Plan:

The firm shall provide a construction-sequencing plan. The firm shall take into consideration all

work tasks required of all base bids, and different work tasks to include EPWU, which shall be shown as other phases or on its own.

Construction Schedule:

The firm shall meet with City's Project and Construction Managers to determine construction schedule. The schedule shall take into account lead delivery time of materials, equipment, and any known utility relocations. The firm shall evaluate proposed changes to the contract and actively manage impacts to the project. The meeting shall be held after pre-final plans are submitted, but before Final Design Notice to proceed is issued. The information will allow the firm to prepare a current market cost estimate at the final design phase submittal.

Contract Time Determination:

The firm shall prepare a contract time determination to identify clearly and accurately the critical path as the longest continuous path. Provide a legend for all abbreviations, run date, data date, project start date, and project completion date in the title block necessary for the activities and estimated expected duration of the activity or milestone indicating the progress of the project.

Using calendars incorporate seasonal weather conditions into the schedule for work (e.g., earthwork, concrete paving, structures, asphalt, drainage, utilities, etc.) that may be influenced by temperature or precipitation. Also, include non-work periods such as holidays, weekends, or other non-work days as identified in the contract.

PRODUCTS REQUIRED:

Pre-Design Report (If applicable)

The firm shall be responsible to deliver a Pre-Design Analysis before submitting the 30% design phase, after notice to proceed' the schedule for the predesign report will be determined on a per project basis. This process shall include but not be limited to the following:

- Evaluate existing ROW and expected ROW acquisition if any
- Evaluate street alignment
- Develop typical sections
- Pavement design based on geotechnical recommendation
- Identify possible utility conflicts
- Identify possible additional conflicts with proposed improvements
- Provide construction estimate of proposed improvements
- Evaluate bicycle and pedestrian improvements

30% Design:

The firm shall submit the following preliminary design submittal, as applicable.

- Coversheet (90% complete)

- Quantity Summary Sheet (100% complete)
- Landscape Architectural Plan and Details (50% complete)
- Electrical Plan and Details (50% complete)
- Mechanical Plan and Details (50% complete)
- Plumbing Plan and Details (50% complete)
- Horizontal Control Plan (90% complete)
- Demolition Plan (90% complete)
- Construction Notes (50% complete)
- Storm Water Pollution Prevention Plan (75% complete)
- Typical Construction Details (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)
- List of Governing Specs (100% complete)
- General Notes
- Engineer's Estimate
- Design Criteria
- Geotechnical Report
- Pavement Design Memo (if applicable)
- Utility Status and coordination report

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

60% Design:

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

- Coversheet (100% complete)
- Quantity Summary Sheet (100% complete)
- Architectural Plan and Details (75% complete)
- Electrical Plan and Details (75% complete)
- Mechanical Plan and Details (75% complete)
- Plumbing Plan and Details (75% complete)
- Horizontal Control Plan (100% complete)
- Demolition 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 (95% complete)
- Grading Plan (95% complete)
- Landscape Plan (95% 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)
- List of Governing Specs (100% complete)
- General Notes
- Engineer's Estimate
- Design Criteria
- 30% complete action items report and complete review comment forms
- Contract time determination
- Certifications (ROW, Utilities, etc.)
- Temporary Road Closure Request
- Construction Speed Zone Request
- TDLR Registration Form
- Redlines showing quality control
- Utility Status and coordination report

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

95% Design:

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

- Cover Sheet (100% complete)
- Quantity Summary Sheet (100% complete)
- Architectural Plan and Details (100% complete)
- Electrical Plan and Details (100% complete)
- Mechanical Plan and Details (100% complete)
- Plumbing Plan and Details (100% complete)
- Horizontal Control Plan (100% complete)
- Demolition Plan (100% complete)
- Construction Notes (100% complete)
- Storm Water Pollution Prevention Plan (100% complete)
- Typical Construction Details (100% complete)
- Special Construction Details (100% complete)
- Site Plan (100% complete)
- Grading Plan (100% complete)

- Landscape Plan (100% complete)
- Typical Landscape Details (100% complete)
- Special Landscape Details (100% complete)
- Pre-final Irrigation Layout (100% complete)
- Typical Irrigation Details (100% complete)
- Special Irrigation Details (100% complete)
- Outline of Specifications (100% complete)
- List of Governing Specs (100% complete)
- General Notes
- Engineer's Estimate
- Design Criteria
- 60% complete action items report and complete review comment forms
- Contract time determination
- Certifications (ROW, Utilities, etc.)
- Temporary Road Closure Request
- Construction Speed Zone Request
- TDLR Registration Form
- Performance end date
- Redlines showing quality control
- Utility status and coordination report

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

100% Design:

The firm shall re-submit the 95% documentation with City comments addressed.

Bidding and Construction:

The firm shall provide constructability, ability to bid, operability reviews on proposed construction projects. The review will cover such items as detail and cut omissions and inconsistencies between plans and specifications, vague or ambiguous notes and references and lack of coordination between drawings of all disciplines involved in the project.

The firm shall submit the following for bidding both in hard copy and in electronic format:

- Full and complete sealed set of drawings
- Full and complete sealed set of technical specifications and list of governing specs both in hard copy and electronic format
- Detailed scope of work both in hard copy and electronic format
- Detailed unit price bid proposal form, both in hard copy and electronic format
- Detailed real-world value cost estimate
- Construction time determination schedule

During the bidding process, the firm shall respond to all questions from prospective bidders, attend a pre-bid conference, and if required prepare addendums.

After bid opening, the firm shall provide all documentation required for State concurrence, these items include:

- Engineer's Cost Estimate line item review
- Engineer's Bid Tab review and recommendation letter

During the construction phase, the firm shall assist the City, on a time and materials basis, with but not limited to the following items:

- Responding to all questions from the contractor (requests for information, RFIs)
- Providing advice and recommendation to the Owner and other technical engineering functions and analysis as may be required by the City
- Reviewing contractor technical submittals
- Participate in "punch list" inspection and provide punch list to Owner
- Produce and provide a set of reproducible (11"x17") "as-built" drawings of new construction in electronic format or hard copy if requested

Construction Observation:

The firm shall provide the following and upon request:

- Designate and assign a project representative, subject to the approval of the City, who will serve as the point of contact during the on-site observation and inspection of the construction work in progress and to ascertain that the work is properly executed in conformance with the drawings and specifications.
- The project representative will be responsible for the complete coordination of work developed under each assignment. Work will be accomplished with adequate controls and review procedures to eliminate conflicts, errors, and omissions, and to ensure the technical accuracy of all design information.
- Attend the weekly construction meetings as requested, to be scheduled by the City Project Manager. Other periodic meetings shall be held whenever requested by the City for discussion of questions and problems relating to the work being performed by the firm. The firm shall be required to attend and participate in all design conferences pertinent to the work being performed.
- Respond to Requests for Information (RFIs) within three (3) business days
- Conduct project site visits and produce a project observations report within three (3) business days of the project site visit as requested by the Project Manager.
- Review and approve contractor shop drawings and material submittals and make recommendations within three (3) business days at a maximum or within a schedule previously agreed established by the City Project Manager and with the final approval by the City.
- Prepare cost estimates for street and drainage improvements, park and site improvements, and other project estimates as requested when the contractor submits a change order.

- Provide as-built drawings of new construction.
- Provide other civil engineering functions and analysis as may be required by the City as unforeseen conditions may occur.
- Participate in punch list inspections as scheduled by the City Project Manager
- Provide a letter at the end of the construction to certify that the project was constructed according to project requirements, plans, and specifications.

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

PROJECT: 2023 On Call Civil Engineering Services

CONSOR Engineers, LLC.

LUMP SUM, UNIT COST AND/OR SPECIFIED RATE PAYMENT BASIS

The following hourly rates depicted below are not to exceed amounts and shall be developed into fee schedules as needed on a project by project basis.

Labor/Staff Classification	Years of Experience	Raw Rate	Burden Rate
Senior Project Manager	25+	\$ 105.00	\$ 297.52
Project Manager	15 to 20	\$ 90.00	\$ 255.01
Engineer (Senior)	15+	\$ 80.00	\$ 226.68
Engineer (Project)	10 to 15	\$ 70.00	\$ 198.34
Engineer (Design)	5 to 10	\$ 55.00	\$ 155.84
Engineer (Utilities)	5 to 10	\$ 50.00	\$ 141.67
Engineer (Structural) - Senior	10 to 15	\$ 78.00	\$ 221.01
Engineer-In-Training II	2 to 5	\$ 45.00	\$ 127.51
Engineer-In-Training I	0 to 2	\$ 39.00	\$ 110.51
Engineer Technician - Senior	15+	\$ 54.00	\$ 153.01
Engineer Technician - Junior	5 to 15	\$ 35.00	\$ 99.17
Transportation Planner III	10 to 15	\$ 80.00	\$ 226.68
Transportation Planner III	5 to 10	\$ 65.00	\$ 184.18
Utilities Coordinator Senior	15+	\$ 70.00	\$ 198.34
Utilities Coordinator	5 to 10	\$ 50.00	\$ 141.67
CADD Operator - Senior	15+	\$ 48.00	\$ 136.01
CADD Operator	5 to 15	\$ 38.00	\$ 107.67
CADD Operator - Junior	0 to 5	\$ 32.00	\$ 90.67
Senior Public Involvement Specialist	10+	\$ 70.00	\$ 198.34
Junior Public Involvement Specialist	0 to 5	\$ 45.00	\$ 127.51
Junior Graphic Designer	0 to 5	\$ 35.00	\$ 99.17
Admin/Clerical		\$ 30.00	\$ 85.00
Audited Office Overhead Rate:	157.59%		
Negotiated Profit Rate:	10.00%		

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

ACORD		CERTIFICATE OF LIABILITY INSURANCE		DATE (MM/DD/YYYY) 12/31/2023 5/3/2023			
THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.							
IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).							
PRODUCER Lockton Companies Three City Place Drive, Suite 900 St. Louis MO 63141-7081 (314) 432-0500			CONTACT PHONE (A/C, No. Ext.): FAX (A/C, No.): E-MAIL ADDRESS: INSURER(S) AFFORDING COVERAGE NAIC #				
INSURED 1407115 Consor Engineers, LLC 14142 Denver West Parkway, Suite 250 Lakewood CO 80401			INSURER A: Continental Casualty Company 20443 INSURER B: Great American Insurance Company 16691 INSURER C: National Fire Insurance Co of Hartford 20478 INSURER D: AXIS Surplus Insurance Company 26620 INSURER E: INSURER F:				
COVERAGES CERTIFICATE NUMBER: 19547862 REVISION NUMBER: XXXXXXXX							
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.							
INSR LTR	TYPE OF INSURANCE	ADOL INSR	BUER LNVR	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 checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:	Y	N	7036360732	12/31/2022	12/31/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (EA occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 15,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMPROP AGG \$ 2,000,000
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	N	7036360766	12/31/2022	12/31/2023	COMBINED SINGLE LIMIT (EA accident) \$ 2,000,000 BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB DED: RETENTION \$	N	N	TUE 3274463 03	12/31/2022	12/31/2023	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000
C	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	7036463081 (AOS) 7036441749 (CA)	12/31/2022 12/31/2022	12/31/2023 12/31/2023	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
D	Professional & Environmental Liability	N	N	EBZ634816/01/2022	12/31/2022	12/31/2023	\$10,000,000 per Claim \$10,000,000 Aggregate Deductible: \$200,000
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required) R.E. Solicitation #2023-0450 On Call Professional Services Civil Engineering City of El Paso is included as additional insured if required by written contract with respect to General Liability and Automobile Liability per the terms and conditions of the policy.							
CERTIFICATE HOLDER				CANCELLATION See Attachments			
19547862 City of El Paso 218 N. Campbell, 2nd Floor 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 			

ACORD 25 (2016/03)

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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.

6-29-2023

Date



Signature

Consor Engineers, LLC

Company Name

Senior Vice President

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.

6-29-2023

Date



Signature

Consor Engineers, LLC.

Company Name

Senior 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.

THE STATE OF TEXAS)
)
COUNTY OF EL PASO)

**ON-CALL
AGREEMENT FOR
PROFESSIONAL SERVICES**

This Agreement is made this ____ day of _____, 2023 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 Bartlett & West, Inc., a Kansas corporation authorized to transact business in Texas, hereinafter referred to as the “**Consultant**”.

WHEREAS, the Owner intends to engage the Consultant to perform professional civil engineering services on a task order basis through the use of task orders referencing this Agreement, the scope of which is further described in **Attachment “A”**; and

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

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

**ARTICLE I
ATTACHMENTS**

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

Attachment “A”	Scope of Services and Project Budget
Attachment “B”	Consultant’s Fee Proposal and Hourly Rates
Attachment “C”	Consultant’s Basic and Additional Services
Attachment “D”	Payment and Deliverable Schedules
Attachment “E”	Insurance Certificate
Attachment “F”	Federal Aviation Administration contract provisions for Airport Improvement Program Projects

**ARTICLE II
PROJECT**

2.1 The Owner hereby agrees to retain the Consultant and the Consultant agrees to perform on-call professional services on a Task Order basis. Each individual Task Order will identify the Project (“**Project**”) and the total compensation due to each Project. The Task Order for each Project shall include the Scope of Services described in **Attachment “A”**.

2.2 For each Project, the Consultant shall comply with the City of El Paso Capital Improvement Department Construction Document Guidelines in effect on the execution date of this Agreement in the performance of the services requested under this Agreement. Such Guidelines are available in the Capital Improvement Department.

- 2.3 The Consultant shall serve as the Owner's professional representative in those phases of the Project to which this Agreement applies and shall give consultation and advice to the Owner during the performance of services.
- 2.4 The Owner shall provide all available information to the Consultant, as to the Owner's requirements for each construction contract. The Owner shall also provide to the Consultant, all known information pertinent to the Project site, including previous reports and other data relative to design, such as "as-built" drawings or physical conditions now existing at the Project site. In performing its services, the Consultant will be entitled to rely upon the accuracy of the Owner provided information.
- 2.5 The Owner hereby designates the City Engineer of the City of El Paso as the Owner's representative with respect to the professional services to be provided by the Consultant pursuant to this Agreement. The City Engineer shall have complete authority to transmit instructions, receive information, interpret and define Owner's policies, and decisions with respect to materials, equipment, elements, and systems pertinent to the work covered by this Agreement. City Engineer will render written decisions within a five (5) working days time period.

ARTICLE III CONSULTANT FEES AND PROJECT BUDGET

3.1 PAYMENT TO CONSULTANT. The Owner shall pay to the Consultant an amount not to exceed **\$750,000.00** 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:	Bartlett & West, Inc. Attn: Eduardo Hernandez Jr., P.E. Project Manager 4110 Rio Bravo, Suite 125 El Paso, Texas 79902
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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:


Cary Westin
Interim 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 _____, 2023,
by **Cary Westin**, as **Interim City Manager** of the **City of El Paso, Texas**.

Notary Public, State of Texas

My commission expires:

(Signatures continue on following page)

BARTLETT & WEST, INC.



By: Naser Abusaad, P.E., AICP

Title: ~~Project Manager~~ Senior Vice President 

(Acknowledgment)

THE STATE OF TEXAS §

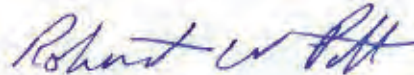
§

COUNTY OF EL PASO §

This instrument was acknowledged before me on this 30th day of June, 2023,

by ~~Eduardo Hernandez, P.E., as Project Manager~~ of Bartlett & West, Inc.,

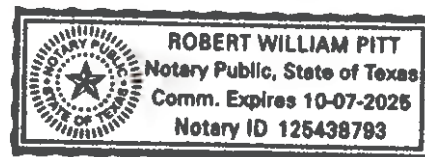
 Naser Abusaad, P.E., AICP as Senior Vice President



Notary Public, State of Texas

My commission expires:

10/07/2025



ATTACHMENT "A"
SCOPE OF SERVICES

ATTACHMENT "A"

SCOPE OF SERVICES

The contracts will be used for miscellaneous assignments on an on-call basis to include as appropriate:

Investigation:

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

Design:

Design shall meet all City, State, and Federal requirements for the project and shall be performed in phases as presented in the project schedule specified for each project.

The firm is responsible to submit a turnkey design product. The firm shall be responsible for providing State of Texas licensed Engineers, and Land Surveyors required to provide design services. The firm shall follow City of El Paso design specifications and procedures for the development of the specified project and comply with all laws, regulations and policies set by the City of El Paso and the State. Irrigation design shall be designed by a licensed irrigator registered in the State of Texas and shall comply with City of El Paso Design and Construction Standards. In addition, the firm shall be responsible for necessary Texas Department of Licensing and Regulation (TDLR) fees, registration, and for inspection.

Aside from complying with local building codes, the firm shall comply with the City of El Paso Design Standards for Construction and Grading Ordinance, City of El Paso Capital Improvement Department Drawing Guidelines, City of El Paso Bike Plan, National Association of City Transportation Officials (NACTO) Urban Bikeway Design and Urban Street Design Guide, and the Dark Sky Ordinance as applicable. The firm is responsible with ensuring the project design is compliant with all federal, state, and local regulations and ordinances.

The firm shall provide Civil Engineering project management and design and survey services, develop plans and specifications, contract documents, estimates construction contracts and if necessary an Engineer's Report.

Sole sourcing will not be allowed. The firm shall prepare both design and performance specifications. The firm shall provide a guide schedule of necessary testing and sampling. Buy America must be enforced during design process.

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

Studies and Reports:

The firm shall perform research and database creation to conduct studies and produce reports to include investigations, drawings and sketches and, cost estimates. Reports shall include description of alternatives considered, estimates of construction costs, conclusions and recommendations. This task includes the preparation of feasibility studies, structural analysis, design analysis, traffic impact analysis, and other studies as required.

Planning:

The firm shall assist the City in providing schedules for obtaining utility easements, utility service lines and other permits. The firm shall comply with requirements set by the City's Capital Improvement and Planning and Inspections Departments. Preparation of plans, specifications and cost estimates for design of buildings, structures and similar construction, design of street and drainage improvements, other site improvements, civil, structural, soils forensic engineering, and subsurface utility engineering to include records research and field verification. The firm shall present design to City of El Paso Bicycle Advisory Committee for specified projects.

Soils Investigation:

The firm shall provide a soil investigation and soils forensic engineering, and pavement design report for specified projects. Pavement design report shall include a life expectancy analysis.

Cost Estimates:

The firm shall develop and submit the construction cost estimates. The cost opinion 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 selected contractor. As noted herein, if the all responsible bids exceed the final cost opinion by more than **ten percent (10%)**, the firm agrees, at the direction of the City, to redesign the project without additional charge to the City to bring the project within the budgetary limitations. After bidding, the firm shall submit a bid evaluation per bid item table and a letter of recommendation/rejection of bids.

Design Analysis:

The firm shall perform design analysis for t h e project to ensure public safety. Design analysis shall include all engineering calculations for review by the City, governmental authorities who may have jurisdiction over each construction contract, and public utilities. All design analysis must comply with all applicable City, County, State, and Federal laws and regulations.

Technical Specifications:

The firm shall prepare and provide technical specifications. The specifications shall be based on the most current version of CSI Master Format. No sole sourcing shall be allowed. All specifications must include type of materials listed in the construction drawings, placement method

and quality control and quality assurance testing. The specification shall correlate with unit price format. All specifications must comply with established specification standards and formats. The firm shall provide both design and performance specifications.

ADA Compliance and Requirements:

The firm shall include and comply with Americans With Disabilities Act (ADA), the 2022 Texas Accessibility Standards (T.A.S), and Texas Department of Licensing and Regulation requirements.

Under this contract, the firm will employ the services of a Registered Accessibility Specialist (RAS) to perform a review of design documents and inspection of construction. The firm shall comply with RAS design comments.

Public Art:

If directed by the Capital Improvement Department, the firm shall coordinate with the Museum & Cultural Affairs Department (MCAD) for concept, design and installation of the Public Art.

Surveys:

The firm shall provide all topographic, horizontal surveys necessary to provide a complete design. Survey shall include project boundaries, improvement surveys and identify all utilities. Immediately after Notice to Proceed (NTP) the firm shall verify all right-of-way (ROW) boundaries and identify any conflicts with the project.

Geometric Improvements:

The firm shall provide a detailed schematic and preferred geometric alignment, including typical section(s) that should be defined enough to determine basic requirements such as drainage structures, ROW, business or home relocations, and utility conflicts that must comply and meet with all applicable City, County, State, and Federal laws and regulations.

The firm shall be responsible for the preparation of traffic data and provide existing ROW limits and location of utilities. The firm shall also generate preliminary cross sections to aid in determining ROW needs and control of access restrictions, and examine needs for special drainage or run-off pollution control measures, and hydraulic system issues. The plans and specifications must identify how constraints will be handled, consider utility conflict, and identify potential conflicts. The firm shall prepare and evaluate pavement design report for compatibility with proposed construction, skewed intersections or replace with better functional and operational design. The firm will establish sizes of drainage structures add location and size to schematic.

When work is railroad ROW, the firm shall coordinate with the railroad as appropriate to locate all potential and existing railroad crossings, determine existing crossing conditions, and traffic control requirements, and identify the need and recommendations for interconnection, closing or consolidating grade crossings.

Building Permits, Special Permits, and Other Land Use Permits:

The firm shall be responsible to comply with all local, state, and federal codes. The firm shall be responsible to submit required sets to City of El Paso Planning and Inspections Department (BP&I) for review and approval during final design phase period. The firm shall be responsible to obtain approval from BP&I before the construction documents are submitted for bid advertisement. It shall be the responsibility of the firm to follow up review and approval process with the BP&I. After approval, the firm will pick up approved plans and store them in a safe place. The firm shall not be responsible to pull permit. The pulling of the permit shall be responsibility of building contractor. BP&I shall be responsible to review grading and drainage, storm water pollution prevention plan, electrical, structural, mechanical, plumbing permit requirements.

The firm shall be responsible for the preparation all documents that include but are not limited to: metes and bounds descriptions, site plans, elevations, and applications for permits, special permits, zoning changes, and land use permits. The provider shall represent the City of El Paso to make presentations, answer questions at the City of El Paso Bicycle Advisory Committee meetings and City Council meetings.

Storm Water Pollution Prevention and Erosion Control Plan:

The firm shall prepare and provide storm water pollution prevention plan. The firm shall be knowledgeable on the storm water pollution prevention plan requirements. The storm water pollution prevention plan shall be submitted to BP&I for review and approval.

Utility Services and Utility Easements:

Based on the design, the firm shall coordinate with all utilities and interested parties that will be affected by the proposed project improvements. The firm shall submit all applications to the utilities and interested parties on behalf of the City. However, the City shall pay all utility service fees. The firm will not pull the installation of service. The building contractor shall coordinate the installation of the service. Construction documents shall clearly show all utility company contacts and type of service requested. Before the construction documents are submitted for bid advertisement, the firm shall submit all utility service requests. The firm shall prepare all metes and bounds descriptions for utility easements and/or vacations. The firm shall coordinate easements and/or vacations with City staff and respective utility companies and all interested parties. All documents and coordination efforts by the firm shall be complete by or before the 90% design phase due date. A checklist of all coordinated services, easements shall be submitted monthly.

Utility Coordination:

The firm shall be responsible to verify utility locations in the field and coordinate design efforts with all affected utility companies and interested parties. The purpose is to minimize utility relocation without compromising design standards. The firm shall verify utility lines, valves, covers, manholes, etc. from the different utility companies and interested parties during the

preliminary design phase, subsurface utilities shall be included as part of the firm's responsibilities to include records research and field verifications. All existing utility structures shall be shown on the preliminary design plan submittal. The firm shall meet with all affected utility companies and interested parties to discuss proposed design. Based on these coordination meetings and correspondence that is sent between the firm and utility companies and interested parties the need and extent of relocation shall be determined. If a dispute arises, the firm shall immediately setup a meeting between the City's Project Manager and the utility company or interested parties to resolve the dispute. The firm, on behalf of the City, shall request from all utility companies or interested parties that they relocate all lines that conflict with new improvements. However, El Paso Water Utilities (EPWU) can request that the City include as part of the street and drainage improvement bid package the relocation of their utility lines provided that the utility company or interested parties signs an agreement with the City and funding is provided. The firm shall coordinate this effort with the utility companies and interested parties and advise them of the City policy to minimize pavement cuts on new roadways. All correspondence and meeting minutes shall be submitted to the City when each phase is due. Construction documents shall clearly show all existing and proposed utility lines and utility company or interested party contacts. All documents and coordination efforts by the firm shall be complete by or before the final design phase due date. The firm shall submit all utility clearance letters from each utility company or interested parties by or before the 90% design phase. If relocations cannot occur before construction consultant must incorporate into construction phasing and coordinate relocation date.

Public Involvement:

The firm shall assist the City throughout public outreach activities required by the City by providing plans/exhibits showing the proposed improvements and how those improvements will affect adjacent property owners and in identification of stakeholders. Community meetings will be held for the design phase, and the firm shall be responsible to attending the meetings, prepare presentations and required exhibits for the proposed improvements.

Street Car Track Access:

If required, the firm shall be responsible to follow the Track Access Program Policy on the El Paso Streetcar (EPSC) Operational Right-of-Way (ROW) and under any streetcar infrastructure within 10 feet and 25 feet of the track centerline to include trenching and excavations. <http://www.sunmetro.net/streetcar/track-access>.

Traffic and Pedestrian Control Plan and Analysis:

The firm shall provide a traffic and pedestrian control plan based on traffic analysis. Traffic analysis may also include miscellaneous assignments related to planning, geometric design and traffic operations of roads, streets and highways and their networks, terminals, abutting lands and relationships with other modes of transportation for the achievement of safe, efficient and convenient movement of people and goods.

Construction Sequencing Plan:

The firm shall provide a construction-sequencing plan. The firm shall take into consideration all

work tasks required of all base bids, and different work tasks to include EPWU, which shall be shown as other phases or on its own.

Construction Schedule:

The firm shall meet with City's Project and Construction Managers to determine construction schedule. The schedule shall take into account lead delivery time of materials, equipment, and any known utility relocations. The firm shall evaluate proposed changes to the contract and actively manage impacts to the project. The meeting shall be held after pre-final plans are submitted, but before Final Design Notice to proceed is issued. The information will allow the firm to prepare a current market cost estimate at the final design phase submittal.

Contract Time Determination:

The firm shall prepare a contract time determination to identify clearly and accurately the critical path as the longest continuous path. Provide a legend for all abbreviations, run date, data date, project start date, and project completion date in the title block necessary for the activities and estimated expected duration of the activity or milestone indicating the progress of the project.

Using calendars incorporate seasonal weather conditions into the schedule for work (e.g., earthwork, concrete paving, structures, asphalt, drainage, utilities, etc.) that may be influenced by temperature or precipitation. Also, include non-work periods such as holidays, weekends, or other non-work days as identified in the contract.

PRODUCTS REQUIRED:

Pre-Design Report (If applicable)

The firm shall be responsible to deliver a Pre-Design Analysis before submitting the 30% design phase, after notice to proceed' the schedule for the predesign report will be determined on a per project basis. This process shall include but not be limited to the following:

- Evaluate existing ROW and expected ROW acquisition if any
- Evaluate street alignment
- Develop typical sections
- Pavement design based on geotechnical recommendation
- Identify possible utility conflicts
- Identify possible additional conflicts with proposed improvements
- Provide construction estimate of proposed improvements
- Evaluate bicycle and pedestrian improvements

30% Design:

The firm shall submit the following preliminary design submittal, as applicable.

- Coversheet (90% complete)

- Quantity Summary Sheet (100% complete)
- Landscape Architectural Plan and Details (50% complete)
- Electrical Plan and Details (50% complete)
- Mechanical Plan and Details (50% complete)
- Plumbing Plan and Details (50% complete)
- Horizontal Control Plan (90% complete)
- Demolition Plan (90% complete)
- Construction Notes (50% complete)
- Storm Water Pollution Prevention Plan (75% complete)
- Typical Construction Details (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)
- List of Governing Specs (100% complete)
- General Notes
- Engineer's Estimate
- Design Criteria
- Geotechnical Report
- Pavement Design Memo (if applicable)
- Utility Status and coordination report

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

60% Design:

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

- Coversheet (100% complete)
- Quantity Summary Sheet (100% complete)
- Architectural Plan and Details (75% complete)
- Electrical Plan and Details (75% complete)
- Mechanical Plan and Details (75% complete)
- Plumbing Plan and Details (75% complete)
- Horizontal Control Plan (100% complete)
- Demolition 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 (95% complete)
- Grading Plan (95% complete)
- Landscape Plan (95% 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)
- List of Governing Specs (100% complete)
- General Notes
- Engineer's Estimate
- Design Criteria
- 30% complete action items report and complete review comment forms
- Contract time determination
- Certifications (ROW, Utilities, etc.)
- Temporary Road Closure Request
- Construction Speed Zone Request
- TDLR Registration Form
- Redlines showing quality control
- Utility Status and coordination report

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

95% Design:

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

- Cover Sheet (100% complete)
- Quantity Summary Sheet (100% complete)
- Architectural Plan and Details (100% complete)
- Electrical Plan and Details (100% complete)
- Mechanical Plan and Details (100% complete)
- Plumbing Plan and Details (100% complete)
- Horizontal Control Plan (100% complete)
- Demolition Plan (100% complete)
- Construction Notes (100% complete)
- Storm Water Pollution Prevention Plan (100% complete)
- Typical Construction Details (100% complete)
- Special Construction Details (100% complete)
- Site Plan (100% complete)
- Grading Plan (100% complete)

- Landscape Plan (100% complete)
- Typical Landscape Details (100% complete)
- Special Landscape Details (100% complete)
- Pre-final Irrigation Layout (100% complete)
- Typical Irrigation Details (100% complete)
- Special Irrigation Details (100% complete)
- Outline of Specifications (100% complete)
- List of Governing Specs (100% complete)
- General Notes
- Engineer's Estimate
- Design Criteria
- 60% complete action items report and complete review comment forms
- Contract time determination
- Certifications (ROW, Utilities, etc.)
- Temporary Road Closure Request
- Construction Speed Zone Request
- TDLR Registration Form
- Performance end date
- Redlines showing quality control
- Utility status and coordination report

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

100% Design:

The firm shall re-submit the 95% documentation with City comments addressed.

Bidding and Construction:

The firm shall provide constructability, ability to bid, operability reviews on proposed construction projects. The review will cover such items as detail and cut omissions and inconsistencies between plans and specifications, vague or ambiguous notes and references and lack of coordination between drawings of all disciplines involved in the project.

The firm shall submit the following for bidding both in hard copy and in electronic format:

- Full and complete sealed set of drawings
- Full and complete sealed set of technical specifications and list of governing specs both in hard copy and electronic format
- Detailed scope of work both in hard copy and electronic format
- Detailed unit price bid proposal form, both in hard copy and electronic format
- Detailed real-world value cost estimate
- Construction time determination schedule

During the bidding process, the firm shall respond to all questions from prospective bidders, attend a pre-bid conference, and if required prepare addendums.

After bid opening, the firm shall provide all documentation required for State concurrence, these items include:

- Engineer's Cost Estimate line item review
- Engineer's Bid Tab review and recommendation letter

During the construction phase, the firm shall assist the City, on a time and materials basis, with but not limited to the following items:

- Responding to all questions from the contractor (requests for information, RFIs)
- Providing advice and recommendation to the Owner and other technical engineering functions and analysis as may be required by the City
- Reviewing contractor technical submittals
- Participate in "punch list" inspection and provide punch list to Owner
- Produce and provide a set of reproducible (11"x17") "as-built" drawings of new construction in electronic format or hard copy if requested

Construction Observation:

The firm shall provide the following and upon request:

- Designate and assign a project representative, subject to the approval of the City, who will serve as the point of contact during the on-site observation and inspection of the construction work in progress and to ascertain that the work is properly executed in conformance with the drawings and specifications.
- The project representative will be responsible for the complete coordination of work developed under each assignment. Work will be accomplished with adequate controls and review procedures to eliminate conflicts, errors, and omissions, and to ensure the technical accuracy of all design information.
- Attend the weekly construction meetings as requested, to be scheduled by the City Project Manager. Other periodic meetings shall be held whenever requested by the City for discussion of questions and problems relating to the work being performed by the firm. The firm shall be required to attend and participate in all design conferences pertinent to the work being performed.
- Respond to Requests for Information (RFIs) within three (3) business days
- Conduct project site visits and produce a project observations report within three (3) business days of the project site visit as requested by the Project Manager.
- Review and approve contractor shop drawings and material submittals and make recommendations within three (3) business days at a maximum or within a schedule previously agreed established by the City Project Manager and with the final approval by the City.
- Prepare cost estimates for street and drainage improvements, park and site improvements, and other project estimates as requested when the contractor submits a change order.

- Provide as-built drawings of new construction.
- Provide other civil engineering functions and analysis as may be required by the City as unforeseen conditions may occur.
- Participate in punch list inspections as scheduled by the City Project Manager
- Provide a letter at the end of the construction to certify that the project was constructed according to project requirements, plans, and specifications.

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

Bartlett & West Hourly Labor Rate Schedule

Labor Classification	Billing Rate through 12/31/2023	Billing Rate through 12/31/2024
Project Manager	\$235.00	\$244.40
Engineer (Senior)	\$215.00	\$223.60
Engineer (Project)	\$165.00	\$171.60
Engineer (Structural) - Senior	\$350.00	\$364.00
Engineer-In-Training	\$150.00	\$156.00
Environmental Planner - Senior	\$270.00	\$280.80
Environmental Planner	\$190.00	\$197.60
GIS Tech / Env Planner I/II/III	\$150.00	\$156.00
Administrative/Clerical	\$135.00	\$140.40

Other Direct Expenses	Rate
Subconsultants	1.1 times cost
Other Direct Reimbursables	1.1 times cost
Mileage	IRS rate
Copies 8.5"x11" B&W	\$0.15
Copies 8.5"x11" Color	\$0.75
Copies 11"x17" B&W	\$0.25
Copies 11"x17" Color	\$1.50

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)

5/9/2023

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 IMA, Inc. - Kansas City 9393 W. 110th Street Suite 600 Overland Park KS 66210	CONTACT NAME: IMA Wichita Team PHONE (A/C, No, Ext): 316-267-9221 E-MAIL ADDRESS: certs@imacorp.com	FAX (A/C, No):
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A: National Fire Insurance Company of Hartford		20478
INSURER B: The Continental Insurance Company		35289
INSURER C: Transportation Insurance Company		20494
INSURER D: Valley Forge Insurance Company		20508
INSURER E: Beazley Insurance Company, Inc.		37540
INSURER F:		

License#: PC-1210733
BART&WE-01

COVERAGES

CERTIFICATE NUMBER: 1772622706

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 SUBR INSD 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 <input type="checkbox"/> <input type="checkbox"/> GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC <input type="checkbox"/> OTHER:	Y	6042700793	7/1/2022	7/1/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 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 \$
C	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	Y	6042700731	7/1/2022	7/1/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000	Y	6043288583	7/1/2022	7/1/2023	EACH OCCURRENCE \$ 9,000,000 AGGREGATE \$ 9,000,000 \$
D	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	6042700745	7/1/2022	7/1/2023	X PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
E	Professional/Pollution Liability		C1BE77220701	7/1/2022	7/1/2023	Each Claim Aggregate \$5,000,000 \$10,000,000

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

States of North Dakota, Ohio, Washington & Wyoming are not included in the Workers Compensation Coverage.

General Liability policy includes Stop Gap Liability for North Dakota, Ohio, Washington & Wyoming, subject to the policy terms and conditions.

RE: #2023-0450 On-Call Professional Services Civil Engineering.

City of El Paso, Texas (Owner) is included as Additional Insured on the General Liability, Automobile Liability and Umbrella Liability Policies, if required by written contract or agreement, subject to the policy terms and conditions.

CERTIFICATE HOLDER

CANCELLATION

City of El Paso, TX
218 N Campbell, 2nd Floor
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.

June 30, 2023

Date



Signature

Bartlett & West, Inc.

Company Name

Senior Vice President

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.

June 30, 2023

Date



Signature

Bartlett & West, Inc.

Company Name

Senior 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.



Legislation Text

File #: 23-1009, 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, K. Nicole Cote, (915) 212-1092

Streets and Maintenance, Richard J. Bristol, (915) 212-7000

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 a request that the Managing Director of Purchasing & Strategic Sourcing be authorized to issue a Purchase Order to Wagner Equipment Co dba Wagner Rents Inc, Wagner Power Systems, 2nd Steel Used Parts, SITECH Rocky Mountain referencing Contract 2021-0131 Caterpillar Parts and Service. This will be a change order to increase the award by \$262,500.00 for a total amount not to exceed \$1,312,500.00. This change order will allow to increase contract capacity for maintenance and repairs.

Department:	Streets and Maintenance
Award to:	Wagner Equipment Co dba Wagner Rents Inc, Wagner Power Systems, 2nd Steel Used Parts, SITECH Rocky Mountain El Paso, TX
Total Estimated Amount:	\$262,500.00
Funding Source:	Internal Service Fund
Account No.:	532-3600-531250-37020 -P3701(Service) 532-3600-531210-37020-P3701 (Parts)
District(s):	All

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

AGENDA DATE: August 1, 2023
PUBLIC HEARING DATE: Not Applicable

CONTACT PERSON(S) NAME AND PHONE NUMBER:
Richard J. Bristol, Streets and Maintenance Director (915) 212-7000
K. Nicole Cote, Managing Director (915) 212-1092

DISTRICT(S) AFFECTED: All

STRATEGIC GOAL: No. 7 – Enhance & Sustain El Paso's Infrastructure Network

SUBGOAL: 7.2 – Improve Competitiveness Through Infrastructure Improvements
Impacting the Quality of Life

SUBJECT:

Discussion and action that the Managing Director of Purchasing & Strategic Sourcing be authorized to issue a Purchase Order to Wagner Equipment Co dba Wagner Rents Inc, Wagner Power Systems, 2nd Steel Used Parts, SITECH Rocky Mountain, referencing Contract 2021-0131 Caterpillar Parts and Service. This will be a change order to increase the award by \$262,500.00 for a total amount not to exceed \$1,312,500.00.

BACKGROUND / DISCUSSION:

This change order will allow to increase contract capacity for maintenance and repairs. The City owns several pieces of heavy equipment that are primarily used at the landfill. Most of this equipment is of the Caterpillar brand and requires constant maintenance and repairs that allows for safe operation. The purchase of parts and service is done through Wagner Equipment Company, the sole source/authorized dealer for this region.

SELECTION SUMMARY:

N/A

CONTRACT VARIANCE:

N/A

PROTEST

No protest received for this requirement.

PRIOR COUNCIL ACTION:

On October 27, 2020, City Council approved the award of contract 2021-0131 to vendor for a three (3) year term for at total amount of \$1,050,000.00.

AMOUNT AND SOURCE OF FUNDING:

Amount: \$262,500.00

Funding Source: Internal Service Fund

532-3600-531210-37020-P3701 (Parts)

Accounts: 532-3600-531250-37020 -P3701(Service)

2021-0131 Caterpillar Parts and Service

Revised 1/23/2023-V3 – Previous Versions Obsolete

PRIMARY DEPARTMENT: Streets and Maintenance
SECONDARY DEPARTMENT: Purchasing & Strategic Sourcing

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

DEPARTMENT HEAD:


Richard J. Bristol, Streets and Maintenance Director

7/17/22

PROJECT FORM
(Change Order/Sole Source)

Please place the following item on the **REGULAR** agenda for the City Council Meeting of **August 1, 2023**.

STRATEGIC GOAL: No. 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 that the Managing Director of Purchasing & Strategic Sourcing be authorized to issue a Purchase Order to Wagner Equipment Co dba Wagner Rents Inc, Wagner Power Systems, 2nd Steel Used Parts, SITECH Rocky Mountain referencing Contract 2021-0131 Caterpillar Parts and Service. This will be a change order to increase the award by \$262,500.00 for a total amount not to exceed \$1,312,500.00. This change order will allow to increase contract capacity for maintenance and repairs.

Department:	Streets and Maintenance
Award to:	Wagner Equipment Co dba Wagner Rents Inc, Wagner Power Systems, 2nd Steel Used Parts, SITECH Rocky Mountain El Paso, TX
Total Estimated Amount:	\$262,500.00
Funding Source:	Internal Service Fund
Account No.:	532-3600-531250-37020 -P3701(Service) 532-3600-531210-37020-P3701 (Parts)
District(s):	All



Legislation Text

File #: 23-897, Version: 1

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

DISTRICT, DEPARTMENT, CONTACT INFORMATION:

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

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

All Districts

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

Planning and Inspections, Tony De La Cruz, (915) 212-1589

AGENDA LANGUAGE:

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

An Ordinance amending Title 18 (Building and Construction), Chapter 18.02 (Administrative Code), Chapter 18.08 (Building Code), Chapter 18.10 (Residential Code), Chapter 18.12 (Mechanical Code), Chapter 18.16 (Electrical Code), Chapter 18.20 (Plumbing Code), Chapter 18.24 (Gas Code), Chapter 18.28 (Existing Building Code), Chapter 18.30 (Pool and Spa Code), Chapter 18.50 (Property Maintenance Code), Chapter 18.60 (Flood Damage Prevention Code), Chapter 18.70 (Energy Conservation Code), adopting the 2021 International Building Code, and adopting appropriate local amendments, the penalty being as provided in 18.02.115 of the El Paso City Code. [POSTPONED FROM JULY 5, 2023]

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

AGENDA DATE: June 20, 2023

PUBLIC HEARING DATE: July 5, 2023

CONTACT PERSON(S) NAME AND PHONE NUMBER: Philip F. Etiwe, (915) 212-1553
Tony De La Cruz, (915) 212-1589

DISTRICT(S) AFFECTED: All Districts

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

SUBGOAL: 3.1 Provide business friendly permitting and inspection process
3.2 Set one standard for infrastructure across the city

SUBJECT:

An Ordinance Amending Title 18 (Building and Construction), Chapter 18.02 (Administrative Code), Chapter 18.08 (Building Code), Chapter 18.10 (Residential Code), Chapter 18.12 (Mechanical Code), Chapter 18.16 (Electrical Code), Chapter 18.20 (Plumbing Code), Chapter 18.24 (Gas Code), Chapter 18.28 (Existing Building Code), Chapter 18.30 (Pool and Spa Code), Chapter 18.50 (Property Maintenance Code), Chapter 18.60 (Flood Damage Prevention Code), Chapter 18.70 (Energy Conservation Code), adopting the 2021 International Building Code, and adopting appropriate local amendments, the penalty being as provided in 18.02.115 of the El Paso City Code.

BACKGROUND / DISCUSSION:

This item is amending El Paso City Code Title 18 (Building and Construction) by adopting the 2021 International Building Code with appropriate local amendments. Since 2000, the City of El Paso has adopted the latest building codes every six years, which is a best practice. The adoption of updated building codes will maintain El Paso's building safety standing among the largest Texas cities. Multiple meetings and outreach efforts were conducted with the building community to address concerns and comments.

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, Building Permits Division

SECONDARY DEPARTMENT: N/A

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

DEPARTMENT HEAD:

Philip Etiwe

ORDINANCE NO.

AN ORDINANCE AMENDING TITLE 18 (BUILDING AND CONSTRUCTION), CHAPTER 18.02 (ADMINISTRATIVE CODE), CHAPTER 18.08 (BUILDING CODE), CHAPTER 18.10 (RESIDENTIAL CODE), CHAPTER 18.12 (MECHANICAL CODE), CHAPTER 18.16 (ELECTRICAL CODE), CHAPTER 18.20 (PLUMBING CODE), CHAPTER 18.24 (GAS CODE), CHAPTER 18.28 (EXISTING BUILDING CODE), CHAPTER 18.30 (POOL AND SPA CODE), CHAPTER 18.50 (PROPERTY MAINTENANCE CODE), CHAPTER 18.60 (FLOOD DAMAGE PREVENTION CODE), CHAPTER 18.70 (ENERGY CONSERVATION CODE), ADOPTING THE 2021 INTERNATIONAL BUILDING CODE, AND ADOPTING APPROPRIATE LOCAL AMENDMENTS, THE PENALTY BEING AS PROVIDED IN 18.02.115 OF THE EL PASO CITY CODE.

WHEREAS, the Building Official for the City Of El Paso has reviewed and favorably recommend the adoption of the 2021 International Building Codes; together with the appropriate local amendments for the City Of El Paso; and

WHEREAS, the City Council has deemed the propose local amendments appropriate for the City Of El Paso;

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

SECTION 1. That Title 18 (Building and Construction, Chapter 18.02 (Administrative Code) is hereby amended as follows:

Chapter 18.02 - BUILDING AND CONSTRUCTION ADMINISTRATIVE CODE[^{\[1\]}](#)

18.02.101 - TITLE AND SCOPE

18.02.101.1 - Title.

The provisions of this chapter shall constitute and be known and be cited as the "Building and Construction Administrative Code" hereinafter referred to as "this Code" of the City of El Paso.

18.02.101.2 - Purpose.

The purpose of this Code is to provide for the administration and enforcement of the following technical codes adopted by the City, as amended:

El Paso City Code:

Chapter 18.08, Building Code.
Chapter 18.10, Residential Building Code.
Chapter 18.12, Mechanical Code.
Chapter 18.16, Electrical Code.
Chapter 18.18, Outdoor Lighting Code.
Chapter 18.20, Plumbing Code.
Chapter 18.21, Private Sewage Disposal Code.
Chapter 18.24, Gas Code.
Chapter 18.28, Existing Building Code.
Chapter 18.30, Swimming Pool & Spa Code.
Chapter 18.40, Vacant Building Code.
Chapter 18.44, Grading.
Chapter 18.46, Landscape Code.
Chapter 18.47, Irrigation Code.
Chapter 18.50, Property Maintenance Code.
Chapter 18.60, Flood Damage Prevention.
Chapter 18.70, Energy Conservation Code.
Chapter 18.80, Alternative Energy Conservation Code – Deleted in its entirety.

The provisions of this Code and the technical codes shall govern all construction and installations, regardless of the trade areas concerned or of the type or class of permit under which the work is performed.

18.02.101.3 - Interpretation.

Where, in any specific case, different sections of this Code, or of the technical codes, or other codes mentioned herein, specify different materials, methods of construction or other requirements, the most restrictive shall govern.

Where there is a conflict between a general requirement and a specific requirement, the specific requirement shall be applicable.

Where there are any conflicting provisions between this Code and the International Building Code and/or International Residential Code, 2021 Edition, Chapter 1, Scope and Administration, this Code shall prevail.

All references as may be used in state or other applicable law, and in the ordinances and technical codes of the city, to the plumbing official, mechanical official, gas official, code official, or the authority having jurisdiction, shall mean the building official.

All references within the technical codes to the building department or the department of building safety shall mean the building permits and inspections division or the code compliance division of departments of the city as provided by ordinance, as applicable, or as designated by the city manager. All references in this chapter to the department, when relating to the duties of the department, shall mean the building permits and inspections division or the code compliance division, as applicable, or as designated by the city manager.

18.02.101.4 - Referenced standards.

Standards referenced in the technical codes shall be considered an integral part of the codes without separate adoption. If specific portions of a standard are denoted by Code text, only those portions of the standard shall be enforced. Where Code provisions conflict with a standard, the

Code provisions shall be enforced. Permissive and advisory provisions in a standard shall not be constructed as mandatory.

18.02.101.5 - Code remedial.

This Code is declared to be remedial, and shall be construed to secure the beneficial interests and purposes thereof, which are public safety, health, and general welfare, through structural strength, stability, sanitation, adequate light and ventilation, and safety to life and property from fire and other hazards attributed to the built environment including alteration, repair, removal, demolition, use and occupancy of buildings, structures, or premises, and by regulating the installation and maintenance of all electrical, gas, mechanical and plumbing systems, which may be referred to as service systems.

18.02.101.6 - Quality control.

Quality control of materials and workmanship is not within the purview of this Code except as it relates to the purposes stated herein or the requirements of the technical codes.

18.02.101.7 - Permitting and inspection.

The inspection or permitting of any building, structure, system or plan by any jurisdiction, under the requirements of this Code, shall not be construed in any court as a warranty of the physical condition of such building, system or plan or their adequacy. No jurisdiction nor any employee thereof shall be liable in tort for damages for any defect or hazardous or illegal condition or inadequacy in such building, system or plan, nor for any failure of any component of such, which may occur subsequent to such inspection or permitting.

18.02.102 - DEFINITIONS

Unless otherwise expressly stated, the following words and terms shall have the meanings as shown in this Code. In addition, definitions located in the technical codes are hereby incorporated into this Code.

1. Building, existing: building constructed prior to the adoption of the Building Code for which a legal certificate of occupancy has not been issued. A building subject to the Existing Building Code.
2. Building Official: The official appointed pursuant to Section 18.02.103.1 of this Code who is charged with the administration and enforcement of the codes enumerated in Section 18.02.101.2 above.
3. Expedited plan review The expedited plan review process may be used to expedite the review of commercial construction documents for new construction projects, major additions to existing facilities and for complex projects upon payment of the established fee.
4. Home improvement: The repair, replacement, remodeling, alteration, conversion, modernization, or addition to any existing building or any portion or system thereof which is used or designed to be used as a dwelling unit, including construction, replacement or improvement of porches, garages, carports, roofs, fences, rockwalls and swimming pools.

5. Master permit: All new construction shall require a building permit that shall serve as the master permit and all other required permits (electrical, mechanical, plumbing, fire, and/or irrigation permits) shall be obtained separately and attached to the master permit. For new construction, master permits must be obtained prior to any other required permits.
6. Separate subcontractor permit: Are permits issued for disciplines such as electrical, mechanical, plumbing, fire, and/or irrigation. Separate subcontractor permits are issued separately and may be used as stand-alone permits or may be attached to a master permit for new construction.
7. Permittee: The governmental entity, utility company, contractor, person or business entity that has received a permit pursuant to this chapter.
8. Tenant improvement: Work performed by or on behalf of a tenant in a completed building, or shell, or space within a building that has previously received a certificate of occupancy or certificate of completion.
9. Shell I structure: A shell I structure shall consist of foundation, exterior walls, roofing along with underground MEP systems only.
10. Shell II structure: A shell II structure may have interior walls as well as partial interior MEP systems however, remain incomplete until a tenant improvement completes the structure for occupancy.

18.02.103 - POWERS AND DUTIES OF THE BUILDING OFFICIAL

18.02.103.1 - Building official.

The building official shall be designated by the city manager and shall obtain valid building official certification from the International Code Council or other recognized certification program as required by the approved job specifications for the position.

18.02.103.2 - Administration and enforcement.

The building official shall be responsible for enforcing the provisions of this Code and of the technical codes and is authorized to render interpretations of those codes that are consistent with their spirit and purpose. The building official is further authorized to designate employees of the building permits and inspections division and code compliance division to perform these duties.

18.02.103.3 - Deputy building officials.

The building official may designate city employees to be known as deputy building officials under either the building permits and inspections division or the code compliance division for purposes of carrying out authority and delegation with respect to all matters under this Code and the technical codes.

Employees designated to be known as deputy building officials shall have a valid building official certification from the International Code Council or other recognized certification program at the time of appointment and shall have the powers as delegated by the building official. Final authority for interpretation of the codes enumerated in Section 18.02.101.2 shall rest with the building official.

To the extent that provisions in the technical codes regarding the designation or appointment of deputy building officials may be contrary to the provision in this section, this section shall control.

18.02.103.4 - Chief inspector qualifications.

Chief Inspectors in the building permits and inspection division and the code compliance division shall obtain valid building official certification from the International Code Council or other recognized certification program as required by the approved job specifications for the position.

18.02.103.5 - Inspector qualifications.

Inspectors in the building permits and inspections division and the code compliance division shall obtain valid inspector certification from the International Code Council or other recognized certification program as required by the approved job specifications for the position.

18.02.103.6 - Right of entry.

Whenever necessary to make an inspection to enforce any of the provisions of this Code and of the technical codes, or whenever the Building Official has reasonable cause to believe that there exists in any building or upon any premises any condition or code violation which makes such building, structure, premises, electrical, gas, mechanical or plumbing systems unsafe, dangerous or hazardous, the building official may enter such building, structure or premises at all reasonable times to inspect the same or to perform any duty imposed upon the building official by this Code or the technical codes; provided, that if such building or premises is occupied, he shall first present proper credentials and request entry. If such building, structure or premises is unoccupied, he shall first make a reasonable effort to locate the owner or other persons having charge or control of such and request entry. If entry is refused, the building official shall have recourse to every remedy provided by law to secure entry.

18.02.103.7 - Inspection warrant.

When the building official shall have first obtained a proper inspection warrant or other remedy provided by law to secure entry, no owner or occupant or any other persons having charge, care or control of any building, structure or premises shall fail or neglect, after proper request is made as herein provided, to promptly permit entry therein by the building official for the purpose of inspection and examination pursuant to this Code or the technical codes.

18.02.103.8 - Tests.

The building official may require tests or test reports as proof of compliance with any provision of this Code or of the technical codes. Required tests are to be made at the expense of the owner, or his agent, by an approved testing laboratory or other approved agency.

18.02.104 - CONTRACTORS AND LICENSING

18.02.104.1 - Contractors' responsibilities.

It shall be the duty of every contractor who shall make contracts for the construction, installation or repair of buildings, structures, or fire protection, electrical, gas, mechanical or

plumbing systems, for which a permit is required, to conform to the requirements of this Code and the technical codes and with all other federal and state regulations.

18.02.104.2 - Contractor registration.

Persons, firms, partnerships or corporations doing business as contractors shall file an annual registration application with the department to be eligible to apply for and obtain permits. The established registration fee shall accompany such application. Pursuant to the State Occupations Codes, plumbing, electrical and mechanical contractors shall be exempt from the registration fee .

Plumbing, electrical and mechanical contractors shall provide copies of the bond and general liability insurance policies, to include exemptions and/or restrictions associated with such policies.

18.02.104.3 - Registration application.

The application shall require such information as determined reasonably necessary by the building official and shall include the following:

1. Company or business name, as well as all company names used for the last five years.
2. Company or business address and phone number, as well as all previous business addresses for last five years.
3. Number of years the company has been in operation.
4. Principal owner of company.
5. Name of company operator or manager.
6. Full name, date of birth, residence address, residence phone number, position with the company, and current e-mail of the person completing the application.
7. A list of individuals authorized to obtain permits on behalf of the company and what documentation each will show to verify authorization when obtaining permits on behalf of the company, such as a Driver's License Number or other identification card number.

18.02.104.4 - Disclosures.

The registration application shall include disclosure of the following information:

Whether the principal owner or operator has filed an assumed name certificate with El Paso County. If so, a copy of such shall be attached.

Whether there are any restrictions and/or exceptions imposed on the company's bond or general liability coverage.

18.02.104.5 - Acknowledgements.

The registration application shall be signed by the principal owner or operator of the company and shall include a statement acknowledging the following:

1. That the company and the persons involved understand that they have a duty to comply with this Code and the technical codes.

2. That to be eligible to obtain permits from the city, they must annually file the registration application required by this section.
3. That all statements made in the registration application and submittal attachments are true and correct.

18.02.104.6 - Licenses required.

No individual, firm or corporation shall construct, install, maintain or repair any air conditioning, cooling, refrigeration or heating equipment, electrical equipment, plumbing, gas equipment, residential water treatment equipment, fire protection systems, or irrigation systems for which a permit is required, nor contract to do so, without being a holder of a proper license for the appropriate class of work being done as required by the State of Texas and this Code as listed herein. No individual, firm or corporation shall employ or otherwise cause any person who does not hold an appropriate license to engage in such activities for which a license is required.

1. Mechanical contractors. No person, firm or corporation shall install, maintain or repair any air conditioning, cooling, refrigeration or heating equipment, nor contract to do so, without being a holder of a proper license for the appropriate class of work being done as required by the Texas Department of Licensing and Regulation and this Code; nor shall any person, firm or corporation employ or otherwise cause any person who does not hold an appropriate license to engage in such activities for which a license is required.
2. Electrical contractors. No person or entity shall engage in electrical contracting or hold themselves out to be able to engage in electrical contracting without being the holder of a master electrician's license or the registered employer of a full-time employee who is a master electrician. Electrical work shall be performed under the control, supervision, direction and responsibility of a master electrician.
3. Plumbing contractors. No person or entity shall engage in plumbing contracting or hold themselves or itself out to be able to engage in plumbing contracting without being the holder of a master plumbing license or the registered employer of a full-time employee who is a master plumber.
4. Plumbing and gas installations, including water treatment equipment, shall be performed under the control, supervision, direction and responsibility of a master plumber and certified residential water treatment operator, respectively.
5. Irrigation systems shall be performed under the control, supervision, direction and responsibility of a master plumber or licensed irrigator.

Fire Protection.

6. Each person or organization, before engaging in business as an independent fire protection system contractor must obtain a certificate of registration from the Texas Department of Insurance (Texas State Fire Marshal's Office). A registered firm may not subcontract with an unregistered firm to allow the unregistered firm as an independent contractor to perform any act of a fire protection system contractor.
7. An individual or organization may not engage in the business of planning, certifying, leasing, selling, installing, servicing, monitoring, or maintaining:
 - a. Any fire alarm, or fire detection devices, or systems;

- b. Portable fire extinguishers;
 - c. Fixed fire extinguisher systems;
 - d. Fire protection sprinkler systems, and
 - e. Any other type of fire protection system; unless the individual or organization holds a registration certificate issued by the Texas Department of Insurance (Texas State Fire Marshal's Office).
8. Medical Gas installations shall be performed by a master plumber with state medical gas endorsement.

18.02.104.7 - Bonds required.

It shall be the duty of every contractor, owner, firm, partnership, corporation, and builder who shall make contracts to construct, install, maintain or repair buildings, structures or systems for which a permit is required, and every contractor, owner, or builder making such contracts and subletting the same, or any part thereof, to have on file with the city, a bond in the sum of fifty thousand dollars executed in a form prescribed and approved by the city attorney. This section shall apply to plumbing, mechanical, electrical, irrigation and fire contractors acting as general contractors, whether or not state law requires a bond for their particular discipline.

Exceptions:

1. The following type of work shall require a bond in the sum of ten thousand dollars executed in the form prescribed and approved by the city attorney:
 - a. Irrigation installations.
 - b. Site lighting and landscape installations.
 - c. Temporary structure placement.
 - d. Mobile placement permits.
 - e. Temporary sign placements.
 - f. Tents in excess of two hundred square feet.
 - g. Fences.
 - h. Pavement and curb cut excavation.

However, the building official shall have the authority to require a bond in the amount of twenty-five thousand dollars if the subject work exceeds ten thousand dollars in valuation.

2. The following type of work shall not require a bond:
 - a. Residential property owners doing all the construction work or who will be hiring workers without employing a licensed contractor to perform the construction work on the residence they claim as their homestead.
 - b. Federal, state, county and city agencies and departments performing building work on their facilities and using only their employees to perform the construction work.

- c. Commercial building and facilities owners, agents or lessees requesting permits for change of occupancy permits or minor nonstructural remodeling work which does not affect means of egress, such as nonload bearing partitions within tenant spaces and whose cost does not exceed five thousand dollars.

18.02.104.8 - Bond requirements.

1. No permit shall be issued under this chapter to any person, firm, or corporation applying for a permit until such applicant has filed with the city, the required bond signed by a surety company authorized to do business in Texas. The city and the person for whom the work is to be done shall be named as co-obligees under such bond. The bond shall provide that the principal and its agents, employees, and subcontractors shall comply with all provisions of this Code and the technical codes and that the principal shall pay damages which are sustained by the city or by the person for whom the work is done and that are caused by failure of the principal, its agents, employees or subcontractors to comply with the provisions of this Code and the technical codes, and that the principal shall indemnify the city against all claims arising out of such failure to comply. Bonds shall be issued and maintained for the time period from the issuance of the permit through one year after the date of completion of the work for which the bond was required. The surety shall be acceptable to the city as to solvency; and if the city becomes dissatisfied that the surety is solvent, a new bond may be required. In addition, the surety shall be required to notify the city within thirty days of any termination or cancellation of the bond or any claims paid which reduce the liability under the bond.
2. Permit applicants who have provided a bond to the city in the amount required, for a permit pursuant to the requirements of a chapter of the City Code other than this chapter, that meets all of the requirements established in this chapter, shall not be required to obtain an additional bond but are required to provide a copy of such bond, provided that such bond specifically includes coverage for the permit or permits issued pursuant to this chapter. Permittees who have multiple permits issued pursuant to this chapter are required to provide only one current valid bond for all such permits but may be required to provide a copy of the current bond with each application for a permit.
3. Contractors under contract with a government agency shall provide the bond required in this section. No bond is required when all of the work performed pursuant to a permit issued under this chapter to a government agency is performed entirely by the employees of that government agency.

18.02.104.9 - Insurance required.

No contractor, owner, firm, partnership, corporation, or builder bonded or required to be bonded under Section 18.02.104.7 shall apply for a permit until the applicant presents evidence satisfactory to the building official that the applicant meets the minimum insurance requirements stated herein. Homestead permits for new construction is not exempt from obtaining required insurance.

Exceptions: Apartment complexes, hospitals, school districts, retirement communities and other facilities approved by the building official, using only their own employees to perform all of the permitted construction work only on property which they own, subject to

the approval of the building official.

18.02.104.10 - Insurance requirements.

The applicant shall procure and shall maintain during the term of the permit such commercial general liability, property damage liability and vehicle liability insurance, naming the permittee and any subcontractor performing work associated with the permit as insured, co-insured or additional insured for claims for damages for personal injury, including accidental death, as well as from claims for property damage that may arise from work associated with the permit.

1. Minimum limits of liability and coverage shall be two hundred fifty thousand dollars for bodily injury liability, including death, for each person, and five hundred thousand dollars in the aggregate, and one hundred thousand dollars for property damage for each occurrence, and one hundred thousand dollars in the aggregate. Permit applicants that are governmental entities may comply with the insurance requirements of this section by providing certification that they are self-insured.
2. Such insurance shall be written by an accredited insurance company under the supervision of the Board of Insurance Commissioners of the State of Texas. Evidence of compliance with these insurance requirements shall be considered as having been met when copy of the insurance policy or a certificate of insurance has been filed with and approved by the building official. Such policy shall include an endorsement that the city is named as an additional insured to the full amount of the policy limits and that building official shall be notified at least thirty days in advance in the event the policy or policies are canceled and ten days in advance for cancellation due to non-payment of policy premiums. The certificate of insurance shall recite or attach such endorsement for additional insured and the notice requirements. The permittee shall maintain said insurance with a solvent insurance company authorized to do business in Texas. The policy shall provide that the insurer will defend against all claims and lawsuits which arise and will pay any final judgment of a court of competent jurisdiction against the city, its officers, agents, servants or employees and permittee, his officers, agents, servants or employees. Failure to keep the policy in full force and effect throughout the term of the permit shall be grounds for cancellation of the permit.
3. Permit applicants who have provided certificates of insurance to the city pursuant to the requirements of a chapter of the City Code other than this chapter, that meet all of the requirements established in this chapter, shall not be required to obtain additional insurance but are required to provide such certificates of insurance showing present coverage as required in this chapter.
4. Governmental agencies: Permits shall be required in connection with all city (including but not limited to El Paso Public Service Board/El Paso Water Utilities), county, state, or federal public works projects provided that no initial permit fee shall be required for such projects. When work is performed by the employees of a governmental agency, the insurance requirements of this section may be met by providing certification that the governmental agency obtaining the permit is self-insured. Work performed by those contracting with a governmental agency shall provide the insurance required herein. Permits issued for homeowner/homesteads need to provide insurance for new construction

only.

18.02.104.11 - Identification of vehicles.

Every person engaging in business for which a license is required under Section 18.02.108.4 shall mark all vehicles used in the conduct of such business, with the name under which such business is conducted and the license number. The same name and number shall be used for all vehicles of such person or entity. The markings shall be as follows:

1. Permanent signs only (not magnetic or removable).
2. Letters and numbers at least two inches high.
3. A color of sufficient contrast to the vehicle color so as to be plainly legible.
4. Marked on both sides of vehicle.

18.02.105 - PERMITS

18.02.105.1 - Permit application.

Any owner, authorized agent or contractor who desires to construct, enlarge, alter, repair, move, demolish or change the occupancy of a building or structure, or to erect or construct a sign, or to erect, install, enlarge, alter, repair, remove, convert or replace any electrical, gas, mechanical, plumbing or fire protection systems, or board and secure a vacant premises, where the work is regulated by the technical codes or the fire code, or to cause any such work to be done, shall first make application to the building official and obtain the required permit for the work. No permit required under this Code or the technical codes shall be issued until the proper application, on a form approved by the building official, accompanied by all required documents, has been filed with the department and the established fee has been paid.

Exception:

1. The County of El Paso, the State of Texas, and the United States Government and other governmental entities that are, as a matter of law, are exempt from having to obtain a permit, provided, that only such construction as is owned, operated and maintained by such governmental agencies.

18.02.105.3 - Master permits.

For all new construction, a master permit must be obtained/issued prior to the issuance of any separate subcontractor permits for any electrical, mechanical, plumbing, fire and/or irrigation permits.

18.02.105.4 - Separate subcontractor permits.

Separate subcontractor permits are required for building, gas, plumbing, mechanical, electrical, irrigation, and fire protection work.

18.02.105.5 - Permits required for every building.

Permits shall be required for every building, structure, or service system. This includes every separate building or structure regardless of the number of buildings or structures located on

the same site or lot and regardless of the ownership of such buildings, structures or service systems. For projects where there are multiple buildings of similar nature on a single parcel, such as apartment complexes or storage units, the master building permit fee shall be calculated as if the project were a single building.

Exceptions:

For one- or two-family dwellings; fences may be permitted under the same permit as the principal building or structure provided such fences are located on the same site or lot and are under the same ownership as the principal building or structure.

1. All portions of the same building, structure or service system created by dividing one building, structure, or service system by fire walls shall be permitted under the same permit provided all such portions thus created are located on the same site or lot and are under the same ownership, and are intended for construction under the same schedules.
2. The building official may allow construction of minor, related work of the same type under one permit for more than one building, structure, or service system when located on the same site or lot and under the same ownership.
3. In the case of City Annual Permits, the building official may allow for the use of a single permit to be issued to a City Department that will apply to all buildings, structures, or service systems under their control that are owned or operated by the City of El Paso.

18.02.105.6 - Information required.

Each application for a permit, with the required established fee, shall be filed with the building official on a form furnished for that purpose, and shall contain a general description of the proposed work and its location. The application shall be signed by the owner or his authorized agent. The building permit application shall indicate the proposed occupancy of all parts of the building and of that portion of the site or lot, if any, not covered by the building or structure, and shall contain such other information as may be required by the building official.

18.02.105.7 - Drawings and specifications.

Drawings, specifications, engineering calculations, diagrams, soil investigation reports, special inspection and structural observation programs, and other data as required by the building official, shall be submitted in a digital form compatible with the city's system, with each application for permit. Paper submittals of full plan sets for new construction shall be assessed the established fee for conversion of paper documents to digital format. The construction documents shall be prepared, signed and sealed by a registered design professional where required by state law and this Code. Where special conditions exist, the building official is authorized to require additional construction documents to be prepared by a registered design professional. At any time prior to issuance of a master building permit, all construction documents submitted to the department may be expedited to reduce the review time. Such requests must be submitted in writing to the building official.

Exception: The building official is authorized to waive the submission of construction documents and other data not required to be prepared by a registered design professional if it is found that the nature of the work applied for is such that review of construction documents is not necessary to obtain compliance with this Code.

18.02.105.8 - Additional data.

- A. The building official may require details, computations, stress diagrams, and other data necessary to describe the construction or installation and the basis of calculations. All drawings, specifications and accompanying data required by the building official to be prepared by an architect or engineer shall be affixed with their signature and official seal.
- B. Title sheet. Construction documents shall contain a title sheet(s) indicating the name, address, and phone numbers of project owner(s), design professionals, and contractors (if known). The title sheet shall also contain information regarding the Code review as performed by the design professional, including the size of the building, type of construction, and type(s) of occupancy, building area, and height modifications (if any), fire sprinklers (if any), deferred items (if any), and other information as directed by the building official.
- C. A Pre-Submission Conference will be required for projects receiving city assistance. Applicants with projects receiving funds of any kind or tax incentives will be required to attend a pre-submission conference with appropriate project staff to explain proposed development and receive instruction/requirements to expedite the review and permitting of their projects. The conference will be scheduled and conducted in advance of any plan submittals to the city.

18.02.105.9 - Design professional.

The architect or engineer who prepares construction documents shall have full responsibility for complying with Texas Occupations Code, Chapter 1001 (Engineers) or Chapter 1051 (Architects), as applicable, and shall affix his official seal to said drawings, specifications and accompanying data for the following:

- 1. For new construction, additions, expansions or for changes in occupancy or use of:
 - A. All Group A, B, E, F, H, I, and M occupancies;
 - B. Buildings and structures three stories or more high;
 - C. All buildings and structures, five thousand square feet or more in area, excluding group R-3 occupancies.
- 2. For tenant improvements, alterations, repair, or rehabilitation, including changes of occupancy, of:
 - A. All Group A, E, F, H, and I, occupancies where the affected area exceeds one thousand square feet or the proposed work involves or affects structural elements, fire-resistive elements or fire exits;
 - B. All Group B, and M occupancies where the affected area exceeds three thousand square feet meeting the requirements for a single exit and not exceeding more than 29 occupants, or the proposed work involves or affects structural elements, fire-resistive elements or fire exits;
 - C. All other buildings and structures three stories or more high.

For all other buildings and structures, the submittal shall bear the certification of the applicant that some specific state law exception permits its preparation by a person not so

registered.

Every application for a permit to do electrical work on residential premises over five thousand square feet in living area shall be accompanied by drawings and electrical load calculations. Such drawings and electrical load calculations shall be signed by a master electrician, unless they bear the signature and seal of an electrical engineer.

18.02.105.10 - Application submission.

Plumbing, electrical, mechanical and special building (including roofing) permit applications which are not required to be accompanied by plans shall be submitted and paid for in the department.

18.02.105.11 - Examination of documents/plan review.

The building official shall examine or cause to be examined each application for a permit and the accompanying documents, consisting of drawings, specifications, computations and additional data, and shall ascertain by such examinations whether the construction indicated and described is in accordance with the requirements of the technical codes and all other pertinent laws or ordinances.

18.02.105.12 - Issuing permits.

The building official shall act upon an application for a permit without unreasonable or unnecessary delay. If the building official is satisfied that the work described in an application for a permit and the contract documents filed therewith conform to the requirements of the technical codes and other pertinent laws and ordinances, and all required established fees have been paid, he shall issue a permit to the applicant.

18.02.105.13 - "One call" system notification.

When a permit is requested by an applicant under this Code, and excavation or digging is involved, the building official shall require that a "one call" service be contacted by the permit applicant. The applicant shall be responsible for making the "one call" and no duty is expressed or implied on the part of the city to verify that such "one call" has been made by the applicant. However, the building official shall require confirmation, in a manner which he believes to be appropriate, that such a "one call" has been made by the applicant. A permit shall be denied for failure to contact a "one call" service or provide confirmation that such "one call" service has been contacted by the applicant when the building official requires that a "one call" service be contacted.

18.02.105.14 - Application referral to city departments for approval—Permits not issued for work in violation of ordinances.

- A. Application for permit for the construction, alteration or repair of buildings or structures shall be subject to the requirements of all applicable ordinances, laws and regulations, including but not limited to, the requirements for acceptance of subdivision improvements, as well as drainage approval where a subdivision plat is not required. Applications involving more than one acre of land shall require stormwater pollution prevention (SWPP) permit. Applications for properties located in the floodplain shall also be subject to FEMA regulations. The city manager or designee shall promptly approve, disapprove or conditionally approve the

application as to its compliance with all applicable ordinances, laws and regulations; and no permit shall be issued until the application is so approved.

- B. A permit shall not be issued for any work which would involve a violation of the zoning ordinance or any other law or ordinance, and any permit so issued shall be void.
- C. The approval, disapproval or conditional approval of a permit required by this Code shall be based on the orders, regulations, ordinances or other duly adopted requirements in effect at the time the application for the permit is filed. When a series of permits is required for the development of a project, the applicant, by providing verification of the orders, regulations, ordinances or other duly adopted requirements in effect at the time the original application was filed for the first permit in that series, shall be entitled to develop that project based on those orders, regulations, ordinances or other duly adopted requirements.
- D. No permit shall be issued until all required and/or applicable impact fees have been paid and any permit so issued shall be void.

18.02.105.15 - Prerequisite to issuance of permits.

- A. Unconditional permits. An unconditional master building permit shall be issued for a lot within a subdivision, or a lot within an approved phase of a subdivision when the subdivision plat required by Title 19 (Subdivisions) of this Code has been recorded and the subdivision improvements required by the subdivision plat or accompanying subdivision improvement plans, have been constructed, completed, and if the improvements are public improvements, accepted for maintenance by the city.
- B. Conditional permits. If the subdivision improvements required under Title 19 (Subdivisions), have not been constructed, completed, and if the improvements are public improvements, accepted by the city for maintenance, then the building official may issue conditional master building permits for lots within the subdivision or lots within an approved phase of the subdivision provided the following requirements are complied with:
 - 1. The developer provides financial security in accordance with Section 19.08.040 of the City Code for completion of the subdivision improvements; and
 - 2. Fully charged fire hydrants are installed within the subdivision or the approved phase of the subdivision; and
 - 3. Drivable surface, acceptable to the fire code official and the building official in accordance with applicable ordinances, has been constructed within the subdivision or the approved phase of the subdivision.

18.02.105.16 - Authorization to proceed with construction.

The building official may issue to a contractor duly registered with the department an authorization to proceed with construction without a master building permit subject to the following conditions:

- 1. Application for the master building permit has been submitted to the building official, and
- 2. All required drawings for all aspects of the work have been submitted to the building official for review; and,

3. After, the first review cycle and no conflicts or violations with Title 19 and 20 of the City Code are determined; and,
4. Either the owner or lessee of the building or structure, as applicant, has in the form and manner required by the building official, provided a statement that the applicant understands and agrees that the project is proceeding at the applicant's sole risk and that all requirements of this Code necessary to obtain the master building permit have been accomplished.

The work commenced under an authorization to proceed with construction shall not progress beyond the first required inspection for any type of permit sought until the permit is issued. No inspection shall be granted until the permit is issued, unless authorized by the building official.

18.02.105.17 - Affidavits.

The building official may accept a sworn affidavit from a registered architect or engineer stating that the plans submitted conform to the technical codes. For buildings and structures the affidavit shall state that the plans conform to the laws as to egress, type of construction and general arrangement and if accompanied by drawings showing the structural design, a statement that the plans and design conform to the requirements of the technical codes as to strength, stresses, strains, loads and stability. The building official may without any examination or inspection accept such affidavit, provided the architect or engineer who made such affidavit agrees to submit copies of inspection reports as inspections are performed and upon completion of the structure, electrical, gas, mechanical or plumbing systems a certification that the structure, electrical, gas, mechanical or plumbing system has been erected in accordance with the requirements of the technical codes. When, under this section, the building official relies upon such affidavit, the architect or engineer shall agree, as provided in the affidavit required in this section, to accept full responsibility for the compliance of the design documents with all provisions of the technical codes and other pertinent laws or ordinances.

18.02.105.18 - Permit issued on basis of an affidavit.

Whenever a permit is issued in reliance upon an affidavit submitted under Section 18.02.105.17, or whenever the work to be covered by a permit involves installation under conditions which, in the opinion of the building official, are hazardous or complex, the building official shall require that the architect or engineer who signed the affidavit or prepared the drawings or computations be responsible for conformity with the permit, and upon completion make and file with the building official written affidavit that the work has been done in conformity with the reviewed plans and with the provisions of the technical codes. In the event such architect or engineer is not available, the owner shall employ in his stead another architect or engineer licensed by the State of Texas.

18.02.105.19 - Plans.

When the building official issues a permit, he shall endorse in writing or by stamp, both sets of plans "THESE PLANS HAVE BEEN REVIEWED FOR GENERAL CONFORMITY WITH ALL PERTINENT CODES AND ORDINANCES." One set of drawings so reviewed shall be retained by the building official and the other set shall be returned to the applicant. The permitted

drawings shall be kept at the site of work and shall be open to inspection by the building official or his authorized representative. The printing of approved electronic plan sets for use by the contractor shall be the responsibility of the permit applicant.

18.02.105.20 - Conditions of permits.

A permit issued shall be construed as authority to proceed with the work and not as authority to violate, cancel, alter, or set aside any of the provisions of the technical codes, nor shall issuance of a permit prevent the building official from thereafter requiring a correction of errors in plans, construction, or violations of this Code or the technical codes.

18.02.105.20.1 - Construction work hours.

A permit issued shall be construed as authority to proceed with the work from Monday through Saturday from 6:00 a.m. to 10:00 p.m. (the "established construction hours"). No work, including but not limited to new construction, repair, remodeling or grading of any kind shall be conducted outside the established construction hours or on legal holidays or Sundays unless the property owner or his authorized agent has paid the established fee and obtained an after-hours construction/grading permit.

18.02.105.20.2 - After hours construction/grading permit.

An application for after hours construction permit shall be granted by the permit official upon a showing of urgent necessity, or upon a showing that the public interest will be served by issuance of the permit, or upon a showing that the public peace and quiet will not be reasonably disturbed, provided the following requirements are met:

- A. The application shall provide a written rationale detailing the reason for the request.
- B. The application shall be filed seven days prior to the start date for after hours construction.
- C. The permit holder shall agree to provide a completed notification form as provided by the Permit Official to persons occupying property within three hundred feet of the construction site.
- D. Notification shall also be posted on the construction site and shall indicate a contact name and phone number of the property owner or his authorized agent.
- E. The permit official shall have the authority to revoke the permit if reasonable accommodations are not made to minimize neighborhood or resident disruption.

18.02.105.20.3 - Emergency condition.

Certain events or circumstances may occur or arise that require a property owner or his authorized agent to take immediate action outside the established construction hours to address imminent public safety concerns, or to protect the integrity of a construction site. Under such or similar exigencies, the property owner or his authorized agent may use commercially reasonable efforts to immediately address the emergency or protect the construction site and shall notify the permit official, pay the established fee and obtain an after hours construction permit as soon as reasonably practicable thereafter.

(Ord. No. 18004, § 1, 4-30-2013)

18.02.105.20.4 - Duration of permit.

An approved after hours construction/grading permit shall be valid for the duration of time specified on the application, not to exceed one year. A permit holder may request one permit renewal upon payment of the established fee.

18.02.105.21 - Nontransferable.

Permits issued under this chapter shall be personal to the permittee, and shall not be assigned or transferred to any other person, firm, builder, owner or contractor. A registered contractor may not obtain a permit on behalf of an unregistered contractor.

18.02.105.22 - Placement of permit.

The permit holder, prior to starting construction and until the final inspection of the work, shall post the permit, in a conspicuous place at the address where the permit work is authorized. In addition, the permit holder shall post a sign indicating the street address and suite number, if any, of sufficient size to be readable from the construction site access entry.

18.02.105.23 - Duration of permits.

1. Every permit issued shall automatically expire and become null and void under any of the following circumstances:
 - a. The work authorized by such permit is not commenced within six months from the issuance date of the permit;
 - b. The work authorized by such permit is suspended or abandoned for a period of six months after the time the work is commenced;
 - c. The permit applicant fails to call for and receive an inspection for any period of six months.
 - d. Residential roofing, window replacement, water heater replacement and a/c conversion permits shall expire within one month from the issuance date of the permit. No extensions or completion permit shall be issued for these permit types.
 - e. Residential fence and swimming pool permits shall expire within six months from the issuance date of the permit. No extensions or completion permits shall be issued for these permit types.
2. A permittee holding an unexpired permit may apply for a maximum of two extensions of time for periods of not more than one hundred eighty days each; provided that the request for extension is made in writing prior to the expiration of the current permit, and justifiable cause is demonstrated. Such extension authorizations shall be made in writing by the building official. There shall be no fee for the extension of an unexpired permit.

3. A completion permit may be obtained for an expired master building or associated permit(s) within one year of the date of expiration of the original master building or associated permit(s) provided, there have been no modifications to the existing plans, there is no need for additional plan review and the existing plans still comply with current codes. The cost of the completion permit shall be as prescribed by the adopted FY Schedule C in effect on the date of permit application. An expired subcontractor permit may only be renewed in conjunction with the renewal of an expired master building permit.

18.02.105.24 - Refusal to issue permit.

If the application for a permit and the accompanying contract documents describing the work do not conform to the requirements of the technical codes or other pertinent laws or ordinances, or the required established fees have not been paid, the building official shall not issue a permit, but shall return the contract documents to the applicant with his refusal to issue such permit. Such refusal shall, when requested, be in writing and shall contain the reason for refusal.

18.02.105.25 - Denial/Revocation of permits.

The building official shall deny or revoke permits to any contractor upon any one of the following findings:

A. Denial

1. The contractor has failed to file the annual registration application required by this section.
2. The contractor has made false statements or misrepresentations in the annual registration application required by this section.
3. The contractor has any outstanding fees or penalties due in connection with the permit application.
4. The permit official shall have the authority to deny permits if a contractor has five or more expired permits at any given time.

B. Revocation

1. The contractor was a holder of previous permits that have been revoked for any of the following grounds:
 - a. For failure to complete the work described in the permit.
 - b. For making false statements or misrepresentations as to material facts in the permit application.
 - c. Work was done in violation of or not in conformity with the provisions of this Code or the technical codes.

Exception:

Prior permit cancellations/revocations that were cancelled/revoked at the request of the permit holder and property owner or lessee who is a party to the contract on which the permit is based, and not involving any of the grounds listed herein.

18.02.105.26 - Ineligibility period.

A contractor whose permit privileges have been revoked by the building official as described in Section 18.02.105.25 shall be ineligible to obtain permits for a period of time as follows:

1. If a contractor has had one permit revoked in any twelve-month period, such contractor shall be ineligible to obtain a permit for a period of three months; provided, however, that in the event that the contractor cures the cause for revocation of the permit which was involved in the dispute, such contractor shall immediately become eligible to obtain permits.
2. If a contractor has had two permits revoked in any twelve-month period, such contractor shall be ineligible to obtain a permit for a period of six months.
3. If a contractor has had three permits revoked in any twelve-month period, such contractor shall be ineligible to obtain permits for a period of one year.
4. If a contractor has five or more expired permit, such contractor shall be ineligible to obtain new permits until such time as the number of expired permits is less than five.

Upon finding that a contractor is ineligible to obtain permits, the building official shall provide written notice of such finding to the contractor or to their principal place of business.

Exception:

Permits may be issued to a contractor whose permit privileges have been revoked, for completing work on expired permits

18.02.105.27 - Appeals to the construction board of appeals.

Any contractor that is declared by the building official to be ineligible to obtain permits pursuant to this section shall have the right to appeal to the construction board of appeals pursuant to the provisions of Chapter 2.30.

18.02.105.28 - Cancellation/Termination of Permit.

1. A permit may be canceled by the permit holder at any time prior to the commencement of any work.
2. Subsequent to performance of any work, a permit may be canceled or terminated by the general contractor, permit holder or property owner with the concurrence of all parties involved.
3. Absent any concurrence from the parties involved, the permit shall remain on hold until its expiration period or good cause is shown to the building official that allows the permit to be cancelled.

18.02.105.29 - Miscellaneous permit provisions.**18.02.105.29.1 - Homeowner/Homestead permits.**

Permits shall be issued to a homeowner doing work on their intended primary residence only if all of the following conditions apply:

1. The permit is for an R-3 occupancy that is the homeowner's own primary residence which he currently occupies;
2. The homeowner will act as his own general contractor;
3. The homeowner will perform some or all of the proposed building construction work (as permitted under this Code);
4. The homeowner provides proof that all electrical, plumbing, mechanical or irrigation work shall be performed by contractors registered with the department;
5. Permits for trades will only be issued to contractors licensed by the state and registered with the City.
6. Insurance requirements for new single family dwellings shall be as per section 18.02.104.10.

18.02.105.29.2 - Homeowner permits.

With the exception of homestead permits as defined in Section 18.02.105.29.1. No permit shall be issued to the owner of any building, structure or occupancy, except R-3 occupancies.

18.02.105.29.3 - Mobile homes/manufactured housing placement permit.

The building official may issue a placement permit for manufactured homes, mobile homes or HUD-Code manufactured homes provided that all of the following conditions are met:

1. The building is erected on a permanent chassis and designed to be used as a dwelling with or without a permanent foundation.
2. The building meets the regulations of the Title 24, CFR Section 3280.
3. The building is placed in an area whose zoning permits the placement of mobile homes and the building is installed in accordance with the manufacturer's requirements, in accordance with the rules promulgated by Title 24, CFR Section 3280 Housing and Urban Development (HUD) Code of Federal Regulations and all of the technical codes and zoning codes of the city are met.
4. Placement of any mobile home constructed prior to 1976 is not allowed within the City of El Paso unless any such mobile home is in compliance with Section 3 above.

18.02.105.29.4 - Texas Industrialized Buildings/Housing Placement Permit.

The building official may issue a placement permit for structures built at a location other than the permanent commercial site and transported to the permanent site for erection and installation provided that all of the following conditions are met:

1. The building meets all the requirements of the Texas Industrialized Housing and Building Act, Texas Occupations Code, Chapter 1202 and is classified as "industrialized building" and bears an approved decal or insignia under the rules of the Texas Department of Licensing and Regulation reflecting that the building has been inspected at the manufacturing plant or facility by the Texas Department of Licensing and Regulation.
2. Two complete sets or an electronic copy of the designs, plans and specifications bearing the stamp of Texas Industrialized Building Code Council are submitted to the department for review.
3. The building is placed on a site-built permanent foundation system designed by a professional engineer.
4. The building was not designed or intended to be used other than on a site-built permanent foundation.
5. All of the requirements of this Code, the International Fire Code, the Texas Accessibility Standards, the technical codes, the municipal code and other city, state and federal regulations are met.

18.02.105.29.4.1 - Temporary Placement Texas Industrialized Buildings for School Sites.

- A. The building official may issue a temporary placement permit for structures built at a location other than the permanent commercial site and transported to the permanent site for installation provided that all of the following conditions are met:
1. The building meets all the requirements of the Texas Industrialized Housing and Building Act, Texas Occupations Code, Chapter 1202 and is classified as "Industrialized Building" and bears an approved decal or insignia under the rules of the Texas Department of Licensing and Regulation reflecting that the building has been inspected at the manufacturing plant or facility by the Texas Department of Licensing and Regulation.
 2. Two complete sets or an electronic copy of the site plan showing the location where the building will be placed, designs, plans and specifications bearing the stamp of Texas Industrialized Building Code Council are submitted to the department for review.
 3. The building is securely anchored to an on site-built foundation system designed by a professional engineer.
 4. The building was not designed or intended to be used other than on a site-built permanent foundation.

5. All of the requirements of this Code, the International Fire Code, the Texas Accessibility Standards, the technical codes, the municipal code and other city, state and federal regulations.

B. Duration:

1. An approved temporary placement permit for school sites shall be valid for two years from the date the permit is issued.
2. Upon expiration of the placement permit the structure will be removed or;
3. A new permit application for permanent placement shall be submitted. Such application for permanent placement shall comply with all applicable requirements of this Code, the International Fire Code, the Texas Accessibility Standards, the technical codes, the municipal code and other city, state and federal regulations.
4. Prior to permit issuance an affidavit shall be provided by an authorized representative of the school district acknowledging the duration of permit.

18.02.105.29.5 - Temporary gas permit.

A special permit is required when an owner or contractor intends to use fuel gas for temporarily heating a structure or part of a structure before certification of all plumbing or mechanical work. Such permit is required whether the intended use is for all or part of the system of piping, devices and appliances making up the permanent heating system for the structure, or by the use of a temporary system, or by the use of parts of either or both systems.

Such owner or contractor shall make application to the building official on forms provided by the department and shall set out the proposed use of the system, its design and period of use desired.

If the building official finds that such request is reasonable as to design and length of time requested under the conditions existing in the particular case, and that safe conditions of operation of such system can be maintained then the building official shall issue the permit.

18.02.106 - PERMIT FEES

18.02.106.1 - General.

The fees described in this section as well as the fees described in the Fire Prevention Code are applicable to all plumbing, mechanical, electrical, irrigation, and fire contractors.

(Ord. No. 17749, § A, 3-6-2012, eff. 5-1-2012)

18.02.106.2 - Prescribed fees.

Fees are established and required in conjunction with all permits and services provided under this title, including this Code and the technical codes, except as may be specifically excepted or provided otherwise. A permit, although issued, shall not be valid until all established fees have been paid for each of the various types of permits and services listed therein. An amendment to a permit shall not be valid until the additional established fee, if any, due to an

increase in the estimated cost of the building, structure, electrical, plumbing, and mechanical or gas systems, has been paid.

Exceptions:

1. The City of El Paso, the County of El Paso, the El Paso Housing Authority, the State of Texas, other governmental entities that are, as a matter of law, exempt from having to pay permit fees, utility companies and other entities whose permit fees have been waived by franchise agreement or resolution of the city council, and the United States Government are exempted from the payment of the permit fees required in this chapter; provided, that only such construction as is owned, operated and maintained by such governmental agencies shall be exempted from payment of such permit fees. Also, provided that the city council may authorize the building official to waive the permit fees required in this chapter when the project for which the permit is issued is a city project. For the purpose of this subsection, a "city project" shall be a project that the city council finds to be for the benefit of the general public, and that is to be either constructed on property owned by the city or with funds provided in whole or part by the city.

18.02.106.3 - Accounting.

The city shall keep an accurate accounting of all permit fees and other moneys collected, the names of all persons upon whose account the same was paid, along with the date and amount thereof, in accordance with the established records retention schedule.

18.02.106.4 - Schedule of permit fees.

On all buildings, structures, electrical, plumbing, mechanical and gas systems or alterations requiring a permit, the established fee for each permit shall be paid at the time application is filed.

18.02.106.5 - Building permit valuations (excluding new residential and residential additions.

If, in the opinion of the building official, the valuation of building, alteration, structure, electrical, gas, mechanical or plumbing systems appears to be underestimated on the application, permit shall be denied, unless the applicant provides a certified professional appraisal to meet the approval of the building official. The certified appraisal shall include total cost, such as required earthwork within the building area, electrical, gas, mechanical, plumbing, including materials, labor and equipment, and all other permanent equipment.

18.02.106.6 - Valuation for commercial master permits.

Permit valuation for the master permit for new commercial buildings and structures construction work shall be based on the International Code Council rates for building type and occupancy in effect on the date of the permit application. Subsequent to the completion of work, a certified professional appraisal may be submitted to the building official for a re-valuation.

18.02.106.6.1 - Permit fee for new residential or residential addition permits.

Permit fees for the master permit for new residential or residential additions buildings and

structures construction work shall be based on the square footage cost prescribed by the FY Schedule C in effect on the date of the permit application. Permit fees for new residential buildings may be adjusted per council action.

18.02.106.7 - Valuation for shell only permits.

Permit valuation for new commercial shell only buildings and structures construction work shall be based eighty percent of the value obtained from the International Code Council rates for building type and occupancy in effect on the date of the permit application.

18.02.106.7.1 - Valuation for shell II only permits.

Permits for shell II permits shall be based on the International Code Council rates for building type and occupancy in effect on the date of the permit application.

18.02.106.8 - Valuation for tenant improvement permits to shell buildings.

Permit valuation for tenant improvements to commercial shell only buildings and structures construction work shall be based on twenty percent of the value obtained from the International Code Council rates for building type and occupancy in effect on the date of permit application.

18.02.106.9 - Valuation for foundation only permits.

Permit valuation for foundation only work on commercial buildings shall be based on ten percent of the value obtained from the International Code Council rates for building type and occupancy in effect on the date of the permit application. This work shall be authorized separately and the fee shall be in addition to the overall permit fee.

18.02.106.9.1 - Valuation for Groups F (Factory, S (Storage, and U (utility occupancies, as defined by the IBC.

Permit valuation for commercial buildings of, Groups F (Factory, S (Storage, and U (Utility occupancies, shall be based on seventy percent of the value obtained from the International Code Council rates for building type and occupancy in effect on the date of the permit application.

18.02.106.10 - Fee refunds.

A portion of the fee paid for building, electrical, plumbing, or mechanical permits may be returned to the permit applicant; provided, that no work authorized under the permit has been started, and the permit and associated records are returned for cancellation within six months after the date of issuance. In each case, thirty percent of the established permit fee shall be retained by the department for plan review, in addition to any costs expended by the department for the issuance and maintenance of records, inspections to verify that no work was started, and costs of processing and preparing the refund.

18.02.106.11 - Submission, plan review and additional review fees.

Each application for master or separate subcontractor permit shall be subject to a permit fee. The total permit fee includes fees for plan review and required inspections and may also include an established fee for plan submission. All fees shall be collected at the time of permit issuance.

The established plan submission fee shall only be assessed if the plans for a particular project require more than three reviews. Any assessed plan submission fee shall be collected at the time of permit issuance.

Plans that amend or revise the following, subsequent to the issuance of a permit, shall require an additional plan review and the applicant shall be assessed the established fee for the additional plan review. The established fee shall be equal to the sum of the plan submission fees for each additional review cycle that require review due to:

- a. Modifications to the electrical, plumbing or mechanical systems which require revised drawings or calculations;
- b. Modifications to the fire, smoke, carbon monoxide alarms or suppression systems which require revised drawings or calculations;
- c. Modifications to the fire separations, accessibility requirements or ingress/egress which require revised drawings or calculations;
- d. Modification to the structural systems which require revised drawings or calculations; or
- e. Modifications which expand the occupancy or type of use for the structure which require revised drawings or calculations.

If no permit under the plan is secured within one hundred eighty days after the date of permit application, then the application shall be considered expired and a plan review fee in the amount of thirty percent of the established permit fee and any applicable submission fee is due and payable. The submission fee and plan review fee is nonrefundable and may not be applied to any future building permits.

If plans are approved and a permit is secured within one hundred eighty days after the date of permit application, the permit fee and any applicable plan submission fee are due and payable at the time of permit issuance.

If at any time subsequent to permit issuance, there is no activity in excess of one hundred eighty days, such application shall be declared expired. Upon expiration, any plans, and all other documents associated with the application for permit shall be destroyed.

The building official shall collect any outstanding fees on the subject property prior to the issuance of any permits.

18.02.106.12 - Plan review options available to the applicant.

The following optional preliminary plan review processes are available to all applicants. To take advantage of one of the optional plan reviews mentioned below an applicant shall pay the fee established by city council in the annual budget resolution for the requested preliminary plan review prior to application for a master building permit.

1. Expedited review 1: The fee as prescribed in the annual budget resolution, shall apply to all construction/building permits with a valuation equal to or greater than three hundred thousand dollars, excluding one and two family dwellings.
2. Expedited review 2: The fee as prescribed in the annual budget resolution, shall apply to all construction/building permits with a valuation less than three hundred thousand dollars, including one and two family dwellings regardless of valuation.

18.02.106.13 - Building permit fees: Mechanical, Electrical, Plumbing, Gas, Irrigation, Solar, permit fees.

A person obtaining a permit shall pay the established fee.

18.02.106.14 - Mechanical permit fees.

For all mechanical construction work requiring a mechanical permit, the established fee for each mechanical permit shall be paid at the time the permit is issued.

18.02.106.15 - Electrical permit fees.

For all electrical construction work requiring an electrical permit, the established fee for each electrical permit shall be paid at the time the permit is issued.

18.02.106.16 - Plumbing permit fees.

For all plumbing construction work requiring a plumbing permit, the established fee for each plumbing permit shall be paid at the time the permit is issued.

18.02.106.17 - Gas permit fees.

For all gas construction work requiring a gas permit, the established fee for each gas permit shall be paid at the time the permit is issued.

18.02.106.18 - Temporary gas permit fee.

A nonrefundable established permit fee is required for each month or portion of a month for which such permit is requested and shall be paid when the application is filed. This shall be separate from and in addition to fees required under Section [18.02.106.17] 18.02.109.6.

18.02.106.19 - Irrigation permit fees.

For all irrigation work requiring a permit, the established fee for each irrigation permit shall be paid at the time the permit is issued.

18.02.106.20 - Moving of buildings or structures.

A person obtaining a permit for the moving of buildings or structures shall pay the established fee.

18.02.106.21 - Demolition of building or structure.

A person obtaining a permit for the demolition of any building or structure or of any portion of a building or structure shall pay the established fee.

18.02.106.22 - Temporary structures.

A person obtaining a permit for temporary structures (construction sheds, seat canopies, tents, etc.), shall pay the established fee as applicable:

- A. For tents to be used for assembly or display or storage.

B. For amusement devices (rides) available to the public, at any one location.

18.02.106.23 - Sidewalk, street, alley, public right-of-way, and parking meter space, rental.

- A. Each application for permit shall pay an additional established fee for use of any sidewalk, street, alley, public right-of-way, or any space the occupancy of which prevents the use of one or more parking meters.
- B. Such fee shall not apply to permits issued pursuant to Chapter 13.08 (Excavations) or Chapter 18.44 (Grading).
- C. If the use of the space is not discontinued at the expiration of the time for which payment has been made, the permit may be extended from time to time upon payment of further fees computed as if the extension were an original issuance. If the use of the parking meter space is discontinued before expiration of the time covered by the advance payment, and notice thereof given the building official so that he may ascertain whether such use is actually discontinued, the holder of the permit shall be entitled to a refund of the unearned portion of the payment meter space, but not to a refund of any other fees paid under this section.
- D. The permits and fees herein required for use of streets, sidewalks, alleys and parking meter space shall not be required when such use is necessary for the purpose of paving, surfacing, repairing, widening or other improvement of streets, sidewalks or alleys, done by or under contract with the city. The contractor and the person in charge of such work shall, however, as far as possible consistent with the nature of work, stack or arrange all material and equipment in such manner as not to create a hazard to persons using the streets, sidewalks or alleys, and upon completion or abandonment of the work shall clear the occupied areas.

18.02.106.24 - Fees for fire protection systems and appliances.

On all construction work requiring a permit for the installation of fire protection systems and appliances, the established fee for each permit shall be paid at the time the permit is issued.

18.02.106.25 - Fees for temporary or partial certificate of occupancies.

On the original application and for each extension thereof, the established fees for temporary or partial certificate of occupancies shall be paid at the time of each application or request for extension.

18.02.106.26 – Investigation Inspection fees.

An investigation permit fee in the established amount shall be charged for any special investigation inspection, which is not a part of a regular permit program to include a pre-inspection, or any special investigation prior or subsequent to commencement of work.

18.02.106.27 - Re-inspection fees.

A re-inspection fee in the established amount shall be additionally charged for any re-inspection required because the work failed to comply with this Code, the technical codes, the Fire Prevention Code, or because the work was not ready for the inspection as requested.

18.02.106.28 - Starting work without a permit—Commercial.

Any person who commences any work on a commercial building, structure, electrical gas,

mechanical or plumbing system before obtaining the necessary permits or written authorization from the building official shall be required to obtain a permit at three hundred percent of the established permit fee. The payment of such permit fee shall not relieve such person from concurrent or later prosecution for violation of this Code or the technical codes.

18.02.106.29 - Contractor starting work without a permit—Residential.

Any contractor who commences any work on a residential building, structure, electrical, gas, mechanical or plumbing system before obtaining the necessary permits or written authorization from the building official shall be required to obtain a permit at three hundred percent of the established permit fee. The payment of such permit fee shall not relieve such person from concurrent or later prosecution for violation of this Code or the technical codes.

18.02.106.30 - Homeowner starting work without a permit—Residential.

Any homeowner who commences any work on his own residential building, structure, electrical, gas, mechanical or plumbing system before obtaining the necessary permits or written authorization from the building official shall be required to obtain a permit at two hundred percent of the established permit fee. The payment of such permit fee shall not relieve such person from concurrent or later prosecution for violation of this Code or the technical codes.

18.02.107 - INSPECTIONS

18.02.107.1 - Inspections.

The building official, upon notification from the permit holder or his agent shall make the following inspections and such other inspections as necessary, and shall either release that portion of the construction or shall notify the permit holder or his agent of any violations which must be corrected in order to comply with the technical codes.

18.02.107.2 - Existing building inspections.

Before issuing a permit the building official may examine or cause to be examined any building, electrical, gas, mechanical or plumbing systems for which an application has been received for a permit to enlarge, alter, repair, move, demolish, install or change the occupancy. He shall inspect all buildings, structures, electrical, gas, mechanical and plumbing systems, from time to time, during and upon completion of the work for which a permit was issued. He shall make a record of every such examination and inspection and of all violations of the technical codes.

18.02.107.3 - Retaining walls.

1. Foundation inspection: To be made after trenches are excavated, forms erected, and reinforcing steel is in place.
2. In-progress inspection: Walls retaining over four feet of earth shall also be subject to an in-progress inspection as well as material testing, to be performed when the wall is approximately twenty-five percent to fifty percent complete. Walls retaining less than four feet of earth do not require in-progress inspections.
3. Final inspection: To be made after the retaining wall is completed.

18.02.107.4 - Reroofing.

Final inspection: To be made after the reroofing or recovering work has been completed.

18.02.107.5 - Signs.

1. Foundation inspection: To be made after piers are drilled or after trenches are excavated and forms erected.
2. Electrical sign inspections: To be made after the wiring and equipment is installed. This inspection shall be made at the place of business of the electrical permit holder or of the sign permit holder, except that the building official may approve on-site inspection.
3. Final inspection: To be made after the sign installation is completed and ready for use.
4. Sign inspections. Sign foundations, piers and trenches shall be inspected for freestanding signs greater than eight feet in height or two hundred square feet in facial area.

18.02.107.6 - Irrigation and Landscaping systems.

1. Irrigation system inspection. Piping, wiring, controllers and backflow prevention devices required under Chapter 18.47 Irrigation systems shall be inspected prior to final occupancy.
2. Landscape inspection. Trees, plant materials, hard surface materials, etc. required under Chapter 18.46 Landscape shall be inspected prior to final occupancy.

18.02.107.7 - Plaster fire protection.

In all buildings where plaster is used for fire protection purposes, the permit holder or his agent shall notify the building official. Plaster shall not be applied until the release from the building official has been received.

18.02.107.8 - Reinforcing steel and structural frames.

Reinforcing steel or structural frame work of any part of any building or structure shall not be covered or concealed without first obtaining a release from the building official.

18.02.107.9 - Inspection of annexed installations.

When an area is annexed to the city, the existing buildings therein may be inspected as set forth in Section 18.02.107.2.

18.02.107.10 - Non-business hour inspections and inspections by appointment.

Non-business hour inspections and inspections by appointment. Inspections may be made upon payment of the established fee. Inspections requested for weekends, city-observed holidays, or other times outside regular business hours of the department shall be subject to prior approval of the building official. A minimum of two hours shall be charged for non-business hour inspection requests and inspections by appointment, which shall be paid before the inspection will be scheduled.

18.02.107.11 - Requirements for prefabricated buildings.

Building, plumbing, mechanical, fuel gas and electrical installations, structural systems,

pipng and wiring in prefabricated buildings or buildings which are moved into the city limits shall be made to conform to the requirements of this Code and the technical codes for new work; provided, however, that this provision shall not apply to any structure which complies with the standards and requirements of the Texas Department of Licensing and Regulations for Manufactured Housing or Industrial Housing and Buildings.

18.02.107.12 - Manufacturers and fabricators.

When deemed necessary by the building official, he shall make, or cause to be made; an inspection of materials or assemblies at the point of manufacture or fabrication. A record shall be made of every such examination and inspection and of all violations of the technical codes.

18.02.107.13 – Reserved 18.02.107.14 - Special Inspection and Test program.

Special inspection is the monitoring of materials, installation, fabrication, erection and placement of components and connections that require special expertise that are critical to the integrity of the building structure. Special inspections are required to ensure compliance with the approved construction documents (plans) and standards referenced in the applicable codes. Special inspectors and special inspection agencies shall have the proper certifications to conduct the special inspections detailed in the currently adopted International Building Code edition.

18.02.107.14.1 – Special Inspections and Tests Requirements.

Special inspections by certified special inspectors shall be required for the following:

- 1) Inspection of fabricators — Where fabrication of structural load bearing members and assemblies is being performed.
- 2) Steel construction — Steel elements of buildings and structures requiring special inspection as required in the currently adopted International Building Code edition.
- 3) Concrete construction — Verification for concrete construction as identified in the currently adopted International Building Code edition.
- 4) Masonry construction — Verification for masonry construction as required in the currently adopted International Building Code edition.
- 5) Wood construction — Fabrication of wood structural elements and assemblies both prefabricated and field assembled as required in the currently adopted International Building Code edition.
- 6) Soils — Existing conditions and verification of site preparation prior to placement of prepared fill as required in the currently adopted International Building Code edition.
- 7) Deep driven, cast-in-place and helical pile foundations — Inspection and installation and testing of pile foundations as required in the currently adopted International Building Code edition.
- 8) Pier foundations — Inspection, installation and testing of pier foundations as required in the currently adopted International Building Code edition.
- 9) Vertical masonry foundation elements — Inspection and verification as required in the currently adopted International Building Code edition.

- 10) Sprayed fire resistance materials — Inspection of fire resistive materials applied to structural elements as required in the currently adopted International Building Code edition.
- 11) Mastic and intumescent fire-resistant coatings — Inspections of mastic and intumescent materials as required in the currently adopted International Building Code edition.
- 12) Exterior insulation and finish systems (EIFS) — as identified in Section 1704.14 of the 2009 edition IBC.
- 13) Special cases — Inspections needed in the opinion of the building official because of use of alternate materials, unusual design or use of materials as required in the currently adopted International Building Code edition
- 14) Smoke control — Inspections involving testing of ductwork prior to concealment as required in the currently adopted International Building Code edition .

18.02.107.14.2 - Special inspectors/agencies.

Special inspectors are required to obtain International Code Council (ICC) certification for the specific discipline they will be inspecting. Organizations that employ special inspectors shall gain accreditation through the International Accreditation Service (IAS), a subsidiary of the ICC.

18.02.107.15 - Third party service providers.

18.02.107.15.1 - Purpose and authority.

Third party service providers may conduct plan review and inspection services for the building industry to expedite service delivery for commercial or residential development, which may be provided by different entities or individuals and must be all inclusive as identified in Section 18.02.107.15.3. This section establishes the licensing procedure and requirements for qualification as a third party service provider. Any reference in this section to third party service providers shall apply equally to companies and individuals engaged in such services. This section does not apply to the hiring of such companies by the city to provide services relating to potential litigation or to provide services ancillary to compliance with local, state or federal laws. Such hiring shall be done in consultation with the city attorney and in accordance with the applicable requirements of local, state or federal law.

18.02.107.15.2 - Procedures for third party service providers.

The City of El Paso operates under the currently adopted edition of the International Building Codes published by the International Code Council (ICC). Third party service providers shall be licensed by the city solely on the basis of their qualification and current certification of inspectors and plans examiners by the International Code Council. Licenses shall be required for residential and commercial services. Services provided by third parties shall include all types of plan review and inspections for residential or commercial projects as licensed by the city. City licenses shall be renewed on an annual basis. Special inspections shall be provided in accordance and compliance with the currently adopted edition of the International Building Code.

18.02.107.15.3 - Qualification requirements.

The determination of a potential third party service provider's qualifications shall be based

on the criteria set forth below. Third party service providers may also present other information which objectively demonstrates that the potential third party service provider has the capacity to perform plan review and inspections (except special inspections) as required under the provisions of this Code. Third party service providers must submit the following:

1. Third party service provider's history identifying previous experience in conducting residential or commercial plan review and inspection services.
2. Proof of International Code Council certification for each individual who will be performing plan review and/or inspections services as specified below:
 - a. Residential plan review.
 - 1) Residential plans examiner; and
 - 2) Residential energy inspector/plans examiner; and
 - 3) Accessibility inspector/plans examiner or TAS certification; and
 - b. Residential inspection.
 - 1) Residential combination inspector; or individual.
 - 2) Building/residential inspector.
 - 3) Plumbing inspector.
 - 4) Electrical inspector.
 - 5) Mechanical inspector.
 - 6) Current State of Texas plumbing inspector license.
 - c. Commercial plan review.
 - 1) Building plans examiner.
 - 2) Electrical plans examiner.
 - 3) Mechanical plans examiner.
 - 4) Plumbing plans examiner.
 - 5) Commercial energy plans examiner or commercial energy inspector/plans examiner with ASHRAE 90.
 - 6) Accessibility inspector/plans examiner or Texas registered accessibility specialist (TAS).
 - d. Commercial inspections.
 - 1) Commercial building inspector.
 - 2) Commercial electrical inspector.
 - 3) Commercial mechanical inspector.
 - 4) Commercial plumbing inspector.
 - 5) Fuel gas inspector.
 - 6) Med gas endorsement.

- 7) Commercial energy inspector or commercial energy inspector/plans examiner with ASHRAE 90.
 - 8) Accessibility inspector/plans examiner or Texas registered accessibility specialist.
 - 9) Current State of Texas plumbing inspector license.
3. Staff resumes including the identification, education, certification, and continuing education completed for each staff member who will be performing third party services.
 4. Evidence of commercial liability, property damage liability, vehicle liability and errors and omissions insurance coverage with minimum combined bodily injury (including death), property damage, vehicle, and errors and omissions, limits of not less than one million dollars for each occurrence, and two million dollars annual aggregate. In addition, third party service providers must provide evidence of a bond as required by Section 18.02.04.7 of the El Paso City Code.
 5. Any other information in support of the third party service provider's application.
 6. Third party plumbing inspection services shall comply with Texas Occupations Code, Title 18, Chapter 1301, and the Texas State Board of Plumbing Examiners Rules, as applicable and as may be amended. Pursuant to State Plumbing Code Section 1301.255(e), plumbing inspections must be paid directly by the city.

18.02.107.15.4 - Scope of services.

Licensed third party service providers shall be required to provide complete site plan review, plan review, and inspection services for residential and commercial projects as determined by the city. These services must include zoning, grading, and site development review, plan review and inspection of private sector projects for which the building official determines that third party services would be appropriate.

Any agreements entered into between an approved third party service provider and the private sector are private contracts to which the City of El Paso is not a party.

Contractors desiring to use third party service providers for plan review/inspection services shall pay, at the time of permit issuance, the city established fees as set forth in Schedule C, as well as any plumbing inspection fees applicable.

Licenses will be renewed every three years using the same criteria identified in Section 18.02.107.15 and available information from previous audits.

18.02.107.15.5 - Third party service provider audits.

Third party service providers shall be subject to the same quality review as City of El Paso employees performing the same service. An audit of a third party service provider's annual services including inspections and plan reviews may be conducted by the city to assure that inspections of residential and commercial developments were adequately and accurately performed. Third party service providers will be notified in writing of all audit findings with deficiencies.

18.02.107.15.6 - Third party service provider audit process.

The city is authorized to conduct periodic unannounced audits of all services provided under this section. Site as well as plan review and inspection services may be audited. The following shall apply to all third party service providers:

1. Following written notice by the building official of an audit resulting in one or more deficiencies (failure to comply with code requirements), and for each written notice of deficient audit thereafter, the third party service provider shall:
 - a. Inform the respective builder/contractor of the specific code infraction(s) and the corrections required.
 - b. Following correction of the deficiencies, the city shall conduct a follow up plan review and/or inspection to assure compliance. The established fee for plan review and/or re-inspection shall be paid.
 - c. The city shall not be responsible for the cost of any corrections required and/or project delays.
2. Two audits with one or more deficiencies within any one-hundred-eighty-day period shall also result in:
 - a. A conference with the building official and the third party service provider in an effort to improve the performance of the third party service provider.
 - b. Prior to performing any further third party services, the third party service provider shall be required to show evidence of process improvements, internal correction procedures, methods, and/or training, and/or staff reassignments as appropriate to prevent recurrence of infraction.
3. Three audits with one or more deficiencies within any one-hundred-eighty-day period shall also result in:
 - a. Third party service provider being placed on probation for a period of one hundred eighty days.
 - b. Third party service providers that have been placed on probation more than once in any five-year period shall have their license for third party services terminated and be deemed non-qualified for a two-year period, in reference to subsequent request for qualification solicitations or license renewal or reinstatement.
4. Further audits with one or more deficiencies during the probationary period shall result in:
 - a. Suspension of third party service provider for a period of one hundred eighty days.
5. A third party service provider suspended pursuant to this section may appeal the building official's decision to the construction board of appeals, pursuant to Chapter 2.30 and Chapter 18.380 of the City Code.

18.02.107.15.7 - Third party service provider license fees.

Applicants shall pay at the time of application or renewal a fee as set forth in Schedule C as adopted by the El Paso City Council.

18.02.108 - DEMOLITION

18.02.108.1 - Demolition of building or structure.

The purpose of this section is to assure greater public safety during demolition activities by establishing the process and setting forth the requirements for obtaining a demolition permit, establishing requirements for demolition including notification to adjacent property owners when applicable and encouraging the salvage and/or recycling of materials. City ordered demolitions shall be exempt from the requirements of this section.

A. Definitions.

1. Deconstruction means the process of systematically dismantling a structure or portion of a structure in an environmentally, economically and socially responsible manner, aiming to maximize the recovery of materials for reuse and recycling.
2. Demolition means the deconstructing, destroying, razing, tearing down, alteration or wrecking of any structure or removal of any load-supporting structural member of a building or structure together with any related handling operations.

B. Permit required.

1. A demolition permit shall be required before any person proceeds with any of the following activities/work:
2. Level I. The demolition or partial demolition of a single family, duplex, triplex, quadruplex or commercial building under 5,000 square feet of the gross floor area being demolished.
3. Level II. The demolition or partial demolition of a commercial building greater than 5,000 square feet but less than 10,000 square feet of the gross floor area being demolished.
4. Level III. The demolition or partial demolition of a commercial building greater than 10,000 square feet of the gross floor area being demolished.

C. Fees.

1. A person obtaining a Level I demolition permit shall pay the established fee.
2. A person obtaining a level II demolition permit shall pay two hundred percent of the established permit fee.
3. A person obtaining a level III demolition permit shall pay three hundred percent of the established permit fee.

D. Duration.

A demolition permit shall be valid for a consecutive 90-day period. Every permit issued shall expire under any of the following circumstances:

1. The work authorized by such permit is not commenced within three months from the issue date of the permit;

2. The work authorized by such permit is suspended or abandoned for a period of three months after the time the work is commenced;
3. The permit applicant fails to call for and receive an inspection for any period of three months.
4. Upon completion and successful final inspection of the work authorized by such permit.
5. A permittee holding an unexpired permit may apply for one extension of time for a period of not more than one ninety-day period; provided that the request for extension is made in writing prior to the expiration of the current permit, such extension authorizations shall be made in writing to the building official. There shall be no fee for the extension of an unexpired permit.
6. A completion permit may be obtained for an expired permit within six months of the date of expiration of the original permit. The cost of the completion permit shall be equal to one half the established fees required for a new permit for such work.

E. Application Requirements.

1. Emergency demolition. Emergency demolition will be permitted upon provision of:
 - a. A fire assessment from the Fire Marshal's office;
 - b. A structural engineer's assessment of imminent hazard approved by the Building Official;
 - c. Court order; or
 - d. Upon a determination made by the building official pursuant to International Building Code Section 116.1 that the structure or equipment is unsafe and must be taken down and removed or made safe.

Exception: Historic landmark Commission approval is not required for a designated structure when ordered by the Building and Standards Commission, or declaration of imminent hazard by the Fire Marshal or Building official.

2. Standard demolition. The applicant shall provide a demolition plan
3. Complete and interior demolition. The applicant shall provide:
 - a. Scaled survey or site of property clearly labeling limits of proposed demolition.
 - b. Scaled floor plan of structure clearly labeling area(s) of existing structure.
 - c. Proposed demolition and/or removal and replacement of materials.
 - d. Hazardous Material/Asbestos remediation report.
 - e. Proof of utility disconnections.
 - f. Proof of ownership, title deed and/or warranty deed or notarized letter from property owner authorizing demolition.

F. Demolition of property within the Downtown Plan Area.

1. If the property to be demolished is located within a historic district or is a landmark, approval for demolition from the Historic Landmark Commission is required prior to the issuance of a demolition permit and all other application requirements of 18.02.108.1E. shall be followed.

Exception: Historic landmark Commission approval is not required for a designated structure when ordered by the Building and Standards Commission, or declaration of imminent hazard by the Fire Marshal or Building official.

2. If the property to be demolished is within the Downtown Plan Area, the applicant will be required prior to demolition to:
 - a. Provide for as-built drawings or photo-documentation.
 - b. Provide proof of notices sent: If the proposed building to be demolished is three stories or less, the applicant shall provide copies of certified letters to all adjacent property owners and businesses notifying them of the proposed demolition and approximate schedule of events. If the proposed demolition is for a commercial or industrial structure or a residential structure four stories or more, all property owners and business within 300 feet shall be notified. If the proposed building to be demolished shares a common wall with another building(s) the applicant shall submit a sealed structural engineer's report that verifies that the proposed demolition will not adversely impact adjoining structures.

G. Additional provisions.

1. No wall, chimney or other structural part shall be left at the end of each shift in such condition that it may collapse due to wind, vibration or other cause.

2. Upon the completion of demolition operations, the site shall be completely cleared of rubbish, brush, weeds and other debris. The site must be left free of ponds/ponding areas.

3. Footings/foundations, basement/surface slabs, septic tanks, wells, cesspools, and cisterns shall be completely removed.

Exception: Footings, foundations, basement walls may remain provided that:

- a. The site is properly secured by appropriate fencing.
 - b. Plans sealed by a design professional are submitted at the time of proposed new construction using existing footings, foundations, or basement walls.
 - c. The plans provide an engineering analysis stating that the footing/foundations are structurally adequate for the intended new structure.
 - d. An engineering inspection report indicating that the original footings/foundation or other structures that will be utilized have not been disturbed, structurally impaired and/or impacted by the demolition.
4. The applicant shall coordinate with applicable city departments for the blocking of walkways, thoroughfares and alleys to protect the public.

H. Final site preparation/security.

1. The site must be left ready for new construction. All underground utilities, footings, foundations, vaults, basements, etc., must be removed and clean fill must be used to return the site/lot to its original and/or otherwise appropriate elevation consistent with adjoining lots and/or public improvements.

Exception: Footings, foundations, basement walls may remain provided that:

- a. The site is properly secured by appropriate fencing.
 - b. Plans sealed by a design professional are submitted at the time of proposed new construction using existing footings, foundations, or basement walls.
 - c. The plans provide an engineering analysis stating that the footing/foundations are structurally adequate for the intended new structure,
 - d. An engineering inspection report indicating that the original footings/foundation or other structures that will be utilized have not been disturbed, structurally impaired and/or impacted by the demolition.
2. Contractor shall return all public improvements to their original and/or improved condition(s).

18.02.111 - CERTIFICATES OF OCCUPANCY

18.02.111.1 - New building certificate of occupancy.

A Certificate of Occupancy allows for full occupancy of an entire building or structure when the entire building or structure is dedicated to one specific use or occupancy type. A new building shall not be occupied or a change made in the occupancy, nature or use of a building or part of a building until the building official has issued a certificate of occupancy. The certificate shall not be issued until the building has passed all required inspections, is in compliance with the technical codes and other applicable laws and ordinances and is released by the building official and the applicant has paid the established fee.

18.02.111.2 - Existing building certificate of occupancy.

A certificate of occupancy for any existing building may be obtained by applying to the building official and supplying the information and data necessary to determine compliance with the technical codes for the occupancy intended. Where necessary, in the opinion of the building official, detailed drawings, or a general inspection, or both, may be required. When, upon examination and inspection, it is found that the building conforms to the provisions of the technical codes and other applicable laws and ordinances for such occupancy, a certificate of occupancy shall be issued and the applicant has paid the established fee.

18.02.111.3 - Certificates of occupancy for lots with unconditional master building permits.

Certificates of occupancy shall be issued for lots receiving unconditional master building permits as described in Section 18.02.105.15A. of this Code when the structures comply with the requirements of the building and zoning codes, and all subdivision improvements have been completed in accordance with Title 19 (Subdivisions) of this Code and upon payment of the established fee.

18.02.111.4 - Certificates of occupancy for lots with conditional master building permits.

Certificates of occupancy may be issued for lots receiving conditional master building permits as described in Section 18.02.105.15B. of this Code provided the applicant has paid the established fee and the following requirements are complied with:

1. The structures comply with the requirements of the building and zoning codes; and
2. The subdivision improvements required under Title 19 (Subdivisions) have been constructed, completed, and if the improvements are public improvements, accepted by the city for maintenance, or the developer provides financial security in accordance with Section 19.08.040 of the City Code for completion of the subdivision improvements; or
3. The subdivision improvements for the approved phase of the subdivision have been constructed, completed, and if the improvements are public improvements, accepted by the city for maintenance and the developer provides financial security in accordance with Section 19.08.040 of the City Code for completion of the remaining subdivision improvements.

18.02.111.5 - Temporary Certificate of Occupancy (TCO).

A TCO may be issued that allows for temporary occupancy of an incomplete building upon payment of the established fee and provided that the building has passed the following life safety and service system inspections:

1. Inspections required prior to issuance of a commercial TCO:
Engineering final, electrical final, fire final, mechanical final, plumbing final, building final.
2. Inspections required for a residential TCO:
Electrical final, mechanical final, plumbing final, building final, and fire final.

A TCO is valid for thirty days. An extension TCO may be granted for an additional thirty (30) days upon written request for extension and upon payment of the established fee contained in Schedule C.

18.02.111.6 - Reserved

18.02.111.6.1 - Conditional Certificate of Occupancy (CCO).

A CCO allows for temporary occupancy of a complete or portion of an existing building or structure for an occupancy other than the occupancy for which the building or structure was intended, or for vacant premises as described in this section, provided all life safety requirements

have been met for the proposed new occupancy and upon payment of the established fee. A CCO shall not exceed one year.

A CCO for otherwise vacant premises shall be allowed only in specific portions of the street level in buildings within a 1-mile radius of the Downtown Plan Area, upon application approval by the building official and upon agreement to the proposed occupancy classification and compliance benchmarks. A CCO for otherwise vacant premises may be extended through a second year with no additional permit fees by the building official, pending a phased compliance plan and expires automatically when applicant vacates the premises.

18.02.111.6.2 - Reserved

18.02.111.7 - Certificate of completion.

After the building official inspects the work completed under permit for a building, structure, electrical, fire protection, plumbing, mechanical, fuel gas, or similar system or structure that cannot be occupied, and finds no violations of the provisions of this Code or the technical codes, the building official is authorized to issue a certificate of completion. Such certificate of completion certifies that the work performed under the permit has been satisfactorily completed. The certificate of completion does not authorize the occupancy of any incomplete shell, building or structure.

18.02.111.8 - Connection of service utilities.

No person shall make connections from a utility, source of energy, fuel or power to any building or system which is regulated by the technical codes for which a permit is required, until released by the building official, and a certificate of occupancy or completion is issued.

18.02.111.9 - Temporary connection.

The building official may authorize the temporary connection of the building or system to the utility source of energy, fuel or power for the purpose of testing building service systems or for use under a temporary certificate of occupancy. Any person receiving authorization under this section shall pay the established fees for installation and inspection.

18.02.111.10 - Authority to disconnect service utilities.

The building official shall have the authority to order the disconnection of utility service to the building, structure or system regulated by the technical codes in case of emergency where necessary to eliminate an immediate hazard to life or property. The building official shall notify the serving utility, and whenever possible the owner and occupant(s) of the building, structure or service system of the decision to disconnect prior to taking such action. If not notified prior to disconnecting, the owner or occupant of the building, structure or service system shall be notified in writing, as soon as practical thereafter.

18.02.111.11 - Plumbing outside city limits.

Water service shall not be furnished to any property outside the city limits having a water plumbing system installed on or before January 1, 1972, unless such water plumbing system has been inspected, tested and approved in accordance with rules and regulations of the public service board/El Paso Water Utilities (EPWU).

Water service shall not be furnished to any property outside the city limits having a water plumbing system installed after January 1, 1972, unless such water plumbing system has been inspected and all plumbing thereon complies with the requirements of this Code and the technical codes.

Persons receiving permits and inspections under this section shall pay all established fees.

After the public service board or EPWU begins water service to a property outside the city limits, all additional plumbing work done on such property shall comply with this Code and the technical codes and pass the inspections therein required. Such additional plumbing work shall be pursuant to a permit issued upon payment of the established fees.

18.02.111.12 - Relations with the El Paso Water Utilities (EPWU Department.

No system of plumbing utilizing a private disposal system as provided in the plumbing code shall be turned on by EPWU until EPWU has received a final approval of such system from the building official.

No existing out-of-city plumbing system as defined in Section 18.02.111.11 until the private sewage (whether individual or community to which the system is connected has been inspected and approved by the building official and notice of such approval has been furnished to EPWU.

Clear water waste from swimming, wading and bathing pools and similar devices and installations may be utilized for irrigation by either surface or subsurface spreading when specifically authorized by the building official.

18.02.111.13 - Appeals to the construction board of appeals.

In any case where a decision of the building official, regarding adequacy or quality of public or private improvements, prevents the issuance of a permit or certificate of occupancy, the permit applicant may appeal the decision to the construction board of appeals in accordance with the requirements and procedures of Chapter 2.30 of the City Code.

18.02.112 - CONSTRUCTION SITE WASTE MANAGEMENT REQUIREMENTS

18.02.112.1 - Discarded building materials and construction site waste.

Construction site waste must be properly managed and disposed to ensure worker safety, public health and welfare, as well as to reduce risks of injury, pollution, environmental contamination, and ensure storm water protection. Practices such as trash disposal, proper material handling, and spill prevention and clean up measures must be implemented in accordance with El Paso City Code, Title 9 (Health and Safety), Chapter 9.04 (Solid Waste Management) and Texas Administrative Code, Title 30, Chapter 327, 330, and 335.

18.02.114 - SEVERABILITY

If any section, subsection, sentence, clause or phrase of this Code or of the technical codes is

for any reason held to be unenforceable, such decision shall not affect the validity of the remaining portions of this Code or of the technical codes.

18.02.115 - VIOLATIONS AND PENALTIES

Any person, firm, corporation or agent who shall violate a provision of this Code or of the technical codes, or fail to comply therewith, or with any of the requirements thereof, or who shall erect, construct, alter, install, demolish or move any structure, electrical, gas, mechanical or plumbing system, or has erected, constructed, altered, repaired, moved or demolished a building, structure, electrical, gas, mechanical or plumbing system; in violation of a detailed statement or drawing submitted and permitted thereunder, shall be deemed guilty of a misdemeanor and punished by a fine not to exceed two thousand dollars. Each such person shall be deemed guilty of a separate offense for each and every day or portion thereof during which any violation of any of the provisions of this Code or of the technical codes is committed or continued.

SECTION 2. That Title 18 (Building and Construction), Chapter 18.08 (Building Code) is hereby amended as follows:

Chapter 18.08-BUILDING CODE

18.08.010 Short title.

This chapter may be cited as the "Building Code."

18.08.020 Adoption.

The book entitled "International Building Code," 2021 Edition, a copy of which authenticated by the city clerk is on file in the city clerk's office, is adopted as the building code of the city, as fully as if copied at length in this chapter, but with the changes set forth in this chapter and Chapter 18.02, the Building and Administrative Code of the City of El Paso. Exception: As an alternative, existing buildings undergoing repair, alterations, additions or change of occupancy shall be permitted to comply with the El Paso Existing Building Code Chapter 18.28.

18.08.030 Section 105.2 Work exempt from permit,

International Building Code, 2021 Edition, Section 105.2, Work exempt from permit, Building: is hereby amended to read as follows:

105.2 Work exempt from permit. Exemptions from permit requirements of this code shall not be deemed to grant authorization for any work to be done in any manner in violation of the provisions of this code or any other laws or ordinances of this jurisdiction. Permits shall not be required for the following:

Building:

1. Masonry landscape walls and fences not over forty-two inches high, completely within the subject property and meeting zoning requirements. Where there is a difference in elevation between abutting properties or property lines, the height measurement shall be taken from the high side of the wall, exclusive of retaining walls.
 - a. Chain link or wrought iron fences not over six feet high, completely within the subject property and meeting zoning requirements.
2. Oil derricks.
3. Retaining walls that are not over 4 feet (1219 mm) in height measured from the bottom of the footing to the top of the wall, unless supporting a surcharge or impounding Class I, II or IIIA liquids.
4. Water tanks supported directly on grade if the capacity is not greater than 5,000 gallons (18,925 L) and the ratio of height to diameter or width is not greater than 2: 1.
5. Sidewalks and driveways not more than 30 inches (762 mm) above adjacent grade, and not over any basement or story below and are not part of an accessible route.
6. Painting, papering, tiling, carpeting, cabinets, counter tops and similar finish work.
7. Temporary motion picture, television and theater stage sets and scenery.
8. Prefabricated swimming pools accessory to a Group R-3 occupancy that are less than 24

inches (610 mm) deep, are not greater than 5,000 gallons (18,925 L) and are installed entirely above ground.

2. Swings and other playground equipment accessory to detached one- and two-family dwellings.
3. Window awnings in Group R-3 and U occupancies, supported by an exterior wall that do not project more than 54 inches (1372 mm) from the exterior wall and do not require additional support.
4. Nonfixed and movable fixtures, cases, racks, counters and partitions not over 5 feet 9 inches (1753 mm) in height.

Electrical:

1. **Repairs and maintenance:** Minor repair work, including the replacement of lamps or the connection of *approved* portable electrical equipment to *approved* permanently installed receptacles.
2. **Radio and television transmitting stations:** The provisions of this code shall not apply to electrical equipment used for radio and television transmissions, but do apply to equipment and wiring for a power supply and the installations of towers and antennas.
3. **Temporary testing systems:** A *permit* shall not be required for the installation of any temporary system required for the testing or servicing of electrical equipment or apparatus.

Gas:

1. Portable heating appliance.
2. Replacement of any minor part that does not alter approval of equipment or make such equipment unsafe.

Mechanical:

1. Portable heating appliance.
2. Portable ventilation equipment.
3. Portable cooling unit.
4. Steam, hot or chilled water piping within any heating or cooling equipment regulated by this code.
5. Replacement of any part that does not alter its approval or make it unsafe.
6. Portable evaporative cooler.
7. Self-contained refrigeration system containing 10 pounds (4.54 kg) or less of refrigerant and actuated by motors of 1 horsepower (0.75 kW) or less.

Plumbing:

1. The stopping of leaks in drains, water, soil, waste or vent pipe, provided, however, that if any concealed trap, drain pipe, water, soil, waste or vent pipe becomes defective and it becomes necessary to remove and replace the same with new material, such work shall be considered as new work and a *permit* shall be obtained and inspection made as provided in this code.
2. The clearing of stoppages or the repairing of leaks in pipes, valves or fixtures and the removal and reinstallation of water closets, provided that such repairs do not involve

or require the replacement or rearrangement of valves, pipes or fixtures.

18.08.035 Section 107.2.5.2 Finish Floor Elevation.

Finish floor elevations shall be set at one foot above the 100 year (1% annual chance) flood elevation for residential and multi-family structures

18.08.040 Section 202 Definitions, Shell, amended.

International Building Code, 2021 Edition, Section 202 Definitions, is hereby amended to read as follows:

Shell: A shell building shall meet the requirements that consist of all exterior walls, foundation, site work, landscaping and zoning, parking requirements, property line firewalls and roof structure. Multi-story shell building shall include elevator floor assemblies, mezzanines (when used), stairwells and elevators. Any mechanical, plumbing or electrical scope of work will be limited to "rough-in" designs for future use. Utilities service connections will be stub outs into the building's service entrance for connection at time of the time of tenant improvements. Shell building shall not be occupied upon completion. However, they must meet all minimum requirements for public works, zoning, land development, sanitation and water, before a certificate of completion is issued. No certificate of occupancy will be issued until landscaping, civil work or building construction is completed.

18.08.050 Section 310.1 Residential Group R, R-3, amended.

International Building Code, 2021 Edition, Section 310.1 Residential Group R, R-3 is hereby amended to read as follows:

R-3 Residential occupancies where the occupants are primarily permanent in nature and not classified as R-1, R-2, R-4 or I, including child care facilities which accommodate six or more children of any age who stay less than 24 hours per day and are permitted under the Zoning Ordinance or personal home care facilities permitted under the Zoning Ordinance.

18.08.055 Section 1109.2.1 Family or assisted-use toilet and bathing rooms.

In assembly and mercantile occupancies, an accessible family or assisted-use toilet room shall be provided. In buildings of mixed occupancy, only those water closets required for the assembly or mercantile occupancy shall provide assisted-use toilet. In recreational facilities where separate-sex bathing rooms are provided, an accessible family or assisted-use bathing room shall be provided. Fixtures located within family or assisted-use toilet and bathing rooms shall be included in determining the number of fixtures provided in an occupancy.

Exception: Where each separate-sex bathing room has only one shower or bathtub fixture, a family or assisted-use bathing room is not required.

1109.2.1.1 Standard. Family or assisted-use toilet and bathing rooms shall comply with Sections 1109.2.1.2 through 1109.2.1.7.

1109.2.1.2 Family or assisted-use toilet rooms. Family or assisted-use toilet rooms shall include only one water closet one lavatory and one diaper changing station. A family or assisted-use bathing room in accordance with Section 1109.2.1.3 shall be considered a family

or assisted-use toilet room. Every new establishment or use shall be required to provide a baby diaper changing station in accordance with the requirements of this section. Each establishment or use shall be required to provide at each floor level containing bathrooms, at least one diaper changing station that is accessible to women, and one that is accessible to men, or a single station accessible to both. Each establishment shall provide signage indicating the location of the baby diaper changing station. Any shopping center, mall or other facility encompassing multiple establishments and having a central directory shall indicate on the directory the location of all stations. A baby diaper changing station shall mean a safe, sanitary and convenient baby diaper changing station, deck, table or similar amenity which is installed or placed in a separate, designated location in an establishment or use subject to the provisions of this section.

Exception: A urinal is permitted to be provided in addition to the water closet in a family or assisted use toilet room.

1109.2.1.3 Family or assisted-use bathing rooms. Family or assisted-use bathing rooms shall include only one shower or bathtub fixture. Family or assisted-use bathing rooms shall also include one water closet and one lavatory. Where storage facilities are provided for separate-sex bathing rooms, accessible storage facilities shall be provided for family or assisted-use bathing rooms.

18.08.060 Section 311.4 Required separation for Group S tenants, added.

International Building Code, 2021 Edition, Section 311.4 Required separation for Group S tenants, is hereby added to read as follows:

311.4 Required Separation for Group S Tenants. Tenants of a Group S occupancy shall be separated from other tenants by 1-hour fire partitions and horizontal assemblies or a Code required fire barrier. Non-fire rated partitions may be used to separate Group S tenants provided no area between partitions rated at 1-hour or more exceeds 3,000 sq. ft. or a sprinkler system is installed

18.08.070 Section 424.312.2 Fences, added.

International Building Code, 2021 Edition, Section 312.2 Fences, is hereby added to read as follows:

312.2 Fences.

312.2.1 Electrified Fences General. To the extent that the construction of an electrified fence does not conflict with the requirements specified herein, such fence shall be constructed or installed in conformance with the specifications set forth in IEC Standard 60335-2-76.

312.2.2 Definition. Electrified Fence—Any fence, barrier or enclosure partially or totally enclosing a building, field or yard, carrying any electrical pulse or charge through any part, section or element thereof.

312.2.3 Restricted Use.

1. The installation of an electrified fence is restricted to the following uses and zoning districts:
 - a. For control of domestic farm animals in areas zoned and actually utilized for

farming or ranching activities; or for other areas where large domestic animals such as horses or cattle are legally maintained.

- b. For the permitted uses of outdoor storage, motor vehicle storage, major utility and recycling facilities, general warehouse, contractor yard and manufacturing within the regional commercial district "C-4".
 - c. For installation in industrial and manufacturing districts designated as "Q", "P-1", "M-1" "M-2" and "M-3" as defined by Title 20 of the El Paso City Code.
2. Only battery-powered units are acceptable. Units must be approved by a Nationally Recognized Testing Laboratory (NRTL) with final installation acceptable to the Building Official.
 3. The installation of an electric fence is prohibited,
 - a. Within 25 feet of any outdoor area used for the handling of hazardous materials pursuant to the Fire Code, or
 - b. Within five feet of any public right-of-way.

312.2.4 Permit Required. The installation of an electric fence requires an approved permit with the permit official. It shall be unlawful for any person to install, maintain or operate an electrified fence in violation of the provisions of this section.

1. Applications must include the following:
 - a. Site plan indicating the location of the electrified fence and perimeter fence.
 - b. Schematics and load calculations indicating and/or displaying the,
 - i. Location of the power source,
 - ii. Materials used for the fence construction,
 - iii. Location of the regulating and monitoring equipment, and
 - iv. Location of emergency access, knox box and cut-off switch.
2. A permit shall be obtained and renewed every two years with a notarized statement attached to the renewal application from an authorized representative of the fence or barrier equipment manufacturer indicating the installation is operating in conformance with the original design and complies with acceptable safety standards.

312.2.5 Registration Required. Prior to the installation or use of an electrified fence and upon permit issuance, the permit holder must register the electrified fence with the fire code official to identify the location of said fence and required cut-off switch and knox box in the event that deactivation is required by an authorized public safety official.

312.2.6 Standards.

312.2.6.1 Standards—Electrification. Electric fences or barriers must be designed and certified by an authorized representative of a fence or barrier equipment manufacturer. Upon installation, said representative shall certify the installation meets the following design and safety requirements:

1. AC current shall not be used to energize any electric fence.

2. The energizer for electric fences shall be driven by a commercial storage battery not to exceed 12 volts capacity charged by a solar panel. A commercial trickle charger may augment power source.
3. The electric charge produced by the fence upon contact shall meet the energy output requirements of section 22.108 of the IEC.
4. All ground system cables shall be properly insulated.
5. The controller ground system shall not be connected to any plumbing systems in or out of use and shall be at least 50 feet from other utility and buried water pipes.
6. The fence controller ground wire shall not touch any buildings on site.
7. Fence controller and its ground system shall be at least 50 ft. away from radio and buried telephone wires.
8. An electric fence shall be installed at a minimum clearance from power or telephones lines in accordance with Table BB.1 of the IEC.
9. A lightning diverter (commonly referred to as a lightning arrestor) shall be installed between the fence and the fence controller.
10. A cut-off switch shall be installed capable of disconnecting the fence from the controller in case of emergencies, electrical storms, etc.
11. A knox box shall be installed to provide secure access to the appropriate public safety official to the cut-off switch. The knox box shall be illuminated to a minimum one foot candle.
12. Each energizer shall be connected to its own ground system and must not be connected to any other ground system(s).
13. Two or more energizers shall not be connected to the same fence unless the use of multiple energizers does not increase the overall charge transmitted on the fence and adequate access is provided to the cut-off switch to each energizer.
14. All cabling/wire and connectors shall be of the same material (steel, copper, etc.).
15. All wires shall be separated at minimum clearance in accordance with section 29.101 of the IEC.
16. Barbed or razor wire shall not be used in conjunction with any electric fence system.

312.2.6.2 Standards-Height. Electrified fences shall be a minimum of six (6) feet in height and shall not exceed a maximum of ten (10) feet in height.

312.2.6.3 Standards—Warning Signs. All electric fences shall have warning signs of reflective material and shall be in accordance with the following requirements:

1. Shall be a minimum of 4 inches by 8 inches in accordance with annex BB of the IEC.
2. All lettering shall be a minimum of one (1) inch high.
3. Shall consist of a yellow background with black inscriptions and kept in good condition to ensure continued visibility.
4. Shall be placed at a maximum of 30 feet distance along the fence with a minimum of

two signs for less than a 50-foot length.

5. Signs shall bear the words "Live Wires" or "Electric Fence" in indelible letters in English and Spanish.

312.2.7 Required Barrier(s).

1. No electrified fence shall be installed or used unless it is completely surrounded by a perimeter fence that is not less than six (6) feet in height and no more than eight feet in height in accordance with the provisions of section 20.16.030 of the El Paso City Code.
2. The distance between the electrified fence and required perimeter fence shall be a minimum of four inches at its closest point.
3. The perimeter fence between an electrified fence and an adjacent residential zone shall be a masonry fence.
4. If the masonry fence between an electrified fence and an adjacent residential zone is more than three feet from the electrified fence, there shall be a second perimeter fence installed between the electrified fence and the adjacent residential zone that is no more than three feet from the electrified fence.
5. If a code compliant perimeter fence does not exist, a separate permit shall be obtained for the construction of the perimeter fence that shall be constructed prior to the electrified fence installation pursuant to Title 20 of the El Paso City Code.
6. The area between the perimeter wall or fence and the electrified fence shall be kept clear of shrubbery, weeds, trash and debris.

312.2.8 Hours of activation. An electrified fence shall only be energized during the hours when the general public does not have legal access to the protected property.

312.2.9 Fees. The established fee for a permit to install an electrified fence shall be paid by the applicant at the time of filing an application and upon the renewal of the permit.

312.2.10 Barbed Wire, Farm/Ranch.

1. Barbed wire fences installed in conventional multi-strand configuration may be used for the same purpose, the same area, and under the same conditions outlined in Section 312.2.11
2. Wire shall be securely fastened to durable wooden or metal posts, spaced not to exceed fifteen (15) feet center-to-center, and designed to withstand all loads reasonably expected to be imposed upon them.
3. Gates in such fences shall have solid frames, be conventionally hinged, and shall not swing over public property.
4. The use of barbed wire in conjunction with an electric fence is prohibited.

312.2.11 Barbed Wire Other Than Farm/Ranch.

1. Barbed wire may be used as a topping on walls and fences in areas zoned for commercial and manufacturing uses provided such wire is properly attached and secured to risers or outriggers especially designed for this purpose. Such barbed wire

installation shall be placed not less than seven (7) feet above finished grade at any point along the fence, and shall not at any point extend beyond the property line, over the public way, or adjoining property.

2. The use of barbed wire for dwellings or apartments in residential and apartment zones is prohibited.
3. The use of barbed wire in conjunction with an electric fence is prohibited.
4. The use, design and minimum height of barbed wire fence topping shall be determined by the building official for each such installation. Such determination shall be based on the need for barbed wire protection, considering the probable risk or theft or trespass, the character of the neighborhood, and other pertinent factors; the possible hazards to persons; and reasonable consideration of appearance.

312.2.12 Use of Broken Glass. The use of broken glass and similar materials designed to do bodily harm, as a topping for fences and walls is prohibited.

18.08.080 Section 501.2 Address identification, amended.

International Building Code, 2021 Edition, Section 501.2 Address identification is hereby amended to read as follows:

501.2 Premises Identification.

501.2.1 Definitions. For the purposes of administering the numbering of buildings, the following definitions shall apply:

"Building numbering," means those numbers and/or letters as may be needed to identify building(s) at a municipal street address.

"Municipal street address" means the building numbering used in conjunction with the street name and assigned by the Planning Division for the City of El Paso for the purpose of identifying individual properties.

"Prominently displayed" means that which is conspicuously located, readily noticeable, and easily readable from the street during normal daytime atmospheric conditions by the driver of an emergency response vehicle.

"Shopping Mall or Strip Mall" means a building or buildings located on the same lot, containing one (1) or more units, which are utilized by the occupants for business purposes.

501.2.2 Municipal Street Address Identification Required. Building numbering shall be prominently displayed on all buildings for which a municipal street address has been assigned in accordance with the requirements of this Section.

501.2.3 Building Numbering Character Height. Building numbering shall be displayed in characters having a minimum height conforming to the following table:

Distance Building Numbering is Setback from the Street Curb	Minimum Height
Less than 100 ft.	8"
Equal to or greater than 100 ft. but less than 150 ft.	10"
Equal to or greater than 150 ft. but less than 200 ft.	12"

501.2.3.1 Where the distance of the building numbering located on the nearest building wall is equal to or greater than 200 ft. from the street curb, building numbering shall be located on a permanent sign that is not more than 50 ft. from the street curb and is in accordance with Chapter 20.66. If no other such permanent sign exists, a permanent sign shall be provided so that the building numbering shall be located not more than 50 ft. from the street curb. Such permanent sign shall be in accordance with Chapter 20.66 of the City Code and numbering shall be sized in accordance with 501.2.3.

501.2.3.2 Building Numbering Characters. The characters used for building numbering shall be oriented so that they read from left to right horizontally, are not wrapped around corners. The characters shall be a simple, block lettering style without serifs and shall not be slanted or italicized. The characters shall be designed and mounted to avoid shadows that diminish the readability.

501.2.3.3 Color. The color contrast between the building numbering characters and the background against which they are viewed shall be sharply contrasted and sufficiently distinct to ensure legibility/readability. The contrasting background color shall extend a minimum of 4" above, below, and on both sides of the building numbering without interference from any other building element, blending of color, or border. These contrasting colors shall be very dark on very light or the reverse and shall be subject to the approval of the Fire Code Official.

501.2.3.4 Visibility and Readability. Building numbering shall be installed and maintained so that it is clearly visible and easily readable from the street and not obscured by any obstructions such as, but not limited to, landscaping, signage, vehicles, off-street parking, other buildings or building elements.

501.2.3.5 Building Numbering Location.

1. When the primary public entry to the building fronts on the addressed street, building numbering shall be located within the upper one-fourth of the building, not to exceed 20 feet above the ground, on the building wall facing the addressed street.
2. On buildings where the public entry does not front the addressed street, building numbering shall be located near the primary public entry and contain the name of the addressed street. In addition, building numbering shall be located within the upper one-fourth of the building, not to exceed 20 feet above the ground, on the building wall facing the addressed street in compliance with all requirements of this Chapter.
3. On buildings that have a canopy or other building element fronting the addressed street, numbering shall be located on the canopy or other building element. Such numbering shall be located on the surface facing the addressed street and located equal distance from the top and bottom of the facade. If the canopy or other building element is closer than 50 feet to the addressed street, such numbering shall also be located on the sides of the canopy.
4. If another permanent structure or sign exists; the building numbering shall be

centered on the face of the permanent structure or sign. Building numbering provided on a permanent sign shall not be included in the calculation of the allowable sign area.

5. On buildings, canopies and other permanent structures or signs where numbering is to be located, and the building, canopy or other permanent structure fronts the street at an angle, such numbering shall be located on the all sides facing the addressed street.
6. On buildings with frontage of 150 feet or more, building numbering shall be located within the upper one-fourth of the building, not to exceed 20 feet above the ground, on the opposing ends of the building wall fronting on the addressed street in accordance with the requirements of this Chapter.
7. In the event that the location of building numbering complying with this subparagraph does not result in compliance with Section 501.2.2, the location shall be as directed by the Fire Code Official.

501.2.3.6 Multiple Individual Occupancies. When a building contains multiple individual occupancies, which have the same municipal street address, each occupancy shall be identified by additional numbers and/or letters, a minimum of six (6) inches high located in close proximity to its primary public entry if the primary entry is from the outside of the building. This requirement shall be in addition to the building numbering of the municipal street address located on the building wall or other structure as required in this Chapter.

501.2.3.7 Multiple Buildings at a Municipal Street Address. When there is more than one (1) building at a municipal street address, the building nearest to the addressed street shall display the numbering and/or lettering of the first and last building separated by a hyphen. Each remaining building shall be further identified by displaying distinguishing numbers and/or letters on at least one (1) wall located near the primary public entry for that building. Such numbering shall be subject to the approval of the Fire Code Official.

501.2.3.8 Buildings with Multiple Street Addresses. When there is more than one (1) municipal street address assigned to buildings located on the same lot, each building shall comply with the building numbering requirements. The building nearest the addressed street shall display the building numbering of the first and last municipal street address separated by a hyphen.

501.2.3.9 Additional Building Numbering. The owner of a property may provide additional building numbering beyond the building numbering required by this Section. Such additional building numbering, when located on a surface facing a street other than the addressed street, shall also contain the name of the addressed street in addition to the addressed numbering. Additional building numbering shall not be subject to the other requirements of this Section.

501.2.4 Appeal. The owner of a property may appeal the determination of the location or color for building numbering by the Fire Code Official to the Construction Board of Appeals in accordance with Chapter 2.30 of the City Code.

501.2.5 Administration and Enforcement. The requirements of this Section shall be administered as part of the building permit and inspection process. The certificate of occupancy shall not be issued unless the building numbering has complied with this Section.

501.2.6 Existing Buildings. All existing buildings and buildings for which the permit application was received prior to January 1, 2006, except residential buildings containing not more than four (4) dwelling units, that were in full compliance with the pre-existing ordinance (Ord. 15963 A (part), 2004), shall comply with this Section within one (1) year of the enactment of this ordinance. All other building that have not been in compliance with the pre-existing ordinance (Ord. 15963 A (part), 2004), shall comply with this Section immediately upon enactment. The pre-existing ordinance (Ord. 15963 A (part), 2004) shall remain in full force an effect until the expiration of one (1) year from the enactment of this ordinance.

501.2.7 Enforcement. The Fire Code Official and the Building Official are authorized to issue a notice to correct and a citation to the owner, manager, operator or person who otherwise controls the use of any property on which the building numbering has not been provided as required by this Section. The Fire Code Official or the Building Official may issue one notice to correct. The owner, manager, operator or person who otherwise controls the use of any property must comply with the requirements of a notice to correct within thirty (30) days of the date a notice was issued.

Section 501.2.8 Violation.

- A. It shall be unlawful for any person who owns, manages, operates or otherwise controls the use of any premises subject to regulation under this chapter to fail to comply with all of its provisions.
- B. Any person violating any provision of this chapter shall be deemed guilty of a misdemeanor and shall be punished as provided in Sections 114 through 116 of the International Building Code, 2021 Edition.

18.08.090—18.08.110 Reserved.

18.08.120 Section 1101.2 Design, amended.

International Building Code, 2021 Edition, Section 1101.2 Design, is hereby amended to read as follows:

1101.2 Design. Buildings and facilities shall be designed and constructed to be accessible in accordance with this Code, the Texas Accessibility Standards ("TAS") of the Architectural Barriers Act (Chapter 469, Government Code) and the American National Standard of the International Code Council (ICC/ANSI A117.1 2009 Edition).

- A. All buildings and structures and their associated sites and facilities including employee work areas shall be made accessible as required by this chapter.
- B. The design and construction of accessible building elements shall be in accordance with this chapter and Sections 4.1 through 4.35 of the TAS or its successor and the requirements of this Chapter.
- C. TAS, a copy of which, authenticated by the signature of the Mayor and City Clerk, and made a public record by resolution of the City Council, is on file in the City Clerk's Office and except as modified in this Chapter, is hereby adopted and shall be considered an integral part of the Building Code.

Exceptions:

1. Group R3—One- and Two-Family Dwellings. One- and two-family dwellings regulated by the El Paso Residential Code, Chapter 18.10, and their accessory buildings shall be exempt from the requirements of this Section.
2. Group R2 Occupancies. Group R2 Occupancies having not more than four units on a site are exempt from the requirements of this Section.
3. Group R1 occupancies. Group R1 Occupancies that are actually occupied as a residence by the proprietor and that have ten or fewer rooms on a site for rent or hire are exempt from the requirements of this Section.
4. Storage Mezzanines. Mezzanines used solely for storage shall be exempt from the requirements of this Section provided the area of the inaccessible level is less than 2000 square feet.
5. Uninhabitable Spaces. Uninhabitable spaces shall be exempt from the requirements of this Section. For the purposes of this Section, uninhabitable spaces shall mean those spaces accessed only by ladders, catwalks, crawl spaces, very narrow passageways, or non-passenger elevators, and frequented only by service personnel for maintenance purposes.
6. Religious Ritual Places. Places used primarily for religious rituals within either a building or facility of a religious organization such as baptisteries, chancels and/or altars, confessionals and similar places are exempt from the requirements of this Section.

18.08.130 Section 1101.3 Maintenance of Facilities, added.

International Building Code, 2021 Edition, Section 1101.3, Maintenance of Facilities is hereby added to read as follows:

1101.3 Maintenance of Facilities. Any building, facility, dwelling unit, or site that is constructed or altered to be accessible or adaptable under this Section shall be maintained accessible/adaptable during its occupancy.

18.08.140 Section 1101.4 Variances, added.

International Building Code, 2021 Edition, Section 1101.4, Variances, is hereby added to read as follows:

1101.4 Variances. Any exemptions from or modifications of the requirements of the TAS obtained for any project through a variance granted by the Texas Department of Licensing and Regulation (TDLR) shall be deemed a variance under this chapter and approval by the Construction Board of Appeals as described in City Code Chapter 2.30 shall not be required. The building official may issue a conditional building permit, pending final determination from TDLR, provided the applicant submits proof that a variance application for the requested exemption or modification has been submitted to TDLR.

18.08.150 Section 1107.6.1.1.1 Type A units, amended.

International Building Code, 2021 Edition, Section 1107.6.1.1.1 Type A units, is hereby amended to read as follows:

1107.6.2.1.1 Type A units. In Group R-2 occupancies containing more than four (4) dwelling units or sleeping units, at least three (3) percent but not less than one of the units shall be a Type A unit. All units on a site shall be considered to determine the total number of units and the required number of Type A units. Type A units shall be dispersed among the various classes of units. All type A units shall be provided with a roll-in shower and a permanent mounted folding shower seat meeting the specifications and requirements for roll-in showers and mounted folding shower seats in ACC/ANSI 1171.1 — 2003, Section 608.

Exceptions:

1. The number of Type A Units is permitted to be reduced in accordance with Section 1107.7.
2. Existing structures on a site shall not contribute to the total number of units on a site.

18.08.160 Reserved.

18.08.170 Section 1204.1 Equipment and systems, amended.

International Building Code, 2021 Edition, Section 1204.1 Equipment and systems, is hereby amended to read as follows:

1204.1 Equipment and systems. Interior spaces intended for human occupancy shall be provided with active or passive space-heating and cooling systems capable of maintaining an indoor temperature between 68 F (20 C) and 90 F at a point 3 feet above the floor in all habitable spaces. The installation of portable space heaters shall not be used to achieve compliance with this section.

Exception: Interior spaces where the primary purpose is not associated with human comfort.

18.08.180 Section 1804.8 Excavation Greater Than 5 Feet, added.

International Building Code, 2021 Edition, Section 1804.7 Excavation Greater Than 5 Feet, is hereby added to read as follows:

1804.8 Excavation Greater Than 5 Feet. Excavations which will exceed five (5) feet in depth shall provide trench safety systems that meet Occupational Safety and Health Administration (O.S.H.A.) standards. Supporting systems shall be designed by a qualified professional and meet accepted engineering requirements. The building official may require that such supporting system designs be made part of the project drawings and specifications.

18.08.190 Section 2114 Rock Masonry Retaining Walls, Yard Walls and Fences, added.

International Building Code, 2021 Edition, Section 2114 Rock Masonry Retaining Walls, Yard Walls and Fences, is hereby added to read as follows:

Section 2114 Rock Masonry Retaining Walls, Yard Walls and Fences.

2114.1 General.

1. All retaining rock masonry walls, rock yard walls and rock fences shall be so designed as to withstand any normal and special loading which may be expected for the intended use of the structure and no subsequent change of use shall be permitted

without provisions for the additional loading imposed by such new uses. For the purpose of this section, fences are further defined as free-standing structures supporting no vertical weight other than the weight of the materials used in the construction of the fence and resisting no externally applied horizontal loadings other than wind or earthquake forces. Freestanding masonry sign pylons shall be classified as fences.

2. Rock masonry walls used in whole or in part for earth retention, in excess of 24 inches in height, shall be provided with adequate footings of reinforced concrete. Rock walls and fences, which due to inadequate or improper design or deterioration, show indications of becoming unstable or unsafe shall, be considered unsafe. Unsafe walls and fences shall be abated by repair and rehabilitation or by demolition.
3. If a wall is proposed to be built, constructed, or repaired on a common property line, written approval of adjoining property owners must be submitted with the application for a building permit. If the City is the adjoining property owner, written approval of the Zoning Administrator must be requested and submitted with the permit application.

2114.2 Retaining Walls. Permanent excavations with a grade separation exceeding twenty-four (24) inches on a vertical line, as opposed to embankments along the natural angle of repose of the soil material, that are retained with masonry shall have the masonry designed and constructed within the provisions of this chapter. Both residential and non-residential construction shall comply with this section.

2114.2.1 Design and Stability.

1. Walls used to retain more than four (4) feet of earth shall be designed by a registered professional engineer.
2. Walls shall be analyzed as gravity type structures. Native rubble masonry construction spanning between buttresses may be considered as having a flexural tensile/compressive strength of fifteen (15) PSI and an axial compressive strength not to exceed sixty (60) PSI. The effective width (thickness) dimensions for structural strength and stability shall be reduced by six (6) inches unless the wall is constructed utilizing a cast-in-place concrete core to ensure solid construction.
3. Foundation concrete shall be effectively bonded to the supported native stone rubble masonry in order to enable the system to perform as an integral composite unit. Bonding may be accomplished by the use of stones twelve (12) inches or larger in dimension placed in the plastic concrete of the foundation to obtain a minimum of six (6) inch embedment with a six (6) inch projection to bond with the native stone rubble masonry constructed above.
4. Externally applied loadings acting on retaining structures shall be those computed from design conditions but shall be no less than required under Chapter 16 of this Code. Parking areas limited to automobiles and other light vehicles shall require a minimum fifty (50) PSF uniform surcharge loading. A minimum of two hundred fifty (250) PSF uniform surcharge loading or AASHTO Lane Loading (whichever is greater) shall be required for parking areas subject to heavy vehicles.

2114.2.2 Materials.

1. Concrete, reinforcing steel and native stone, shall conform to the requirements of Chapters 19 and 21 of this Code. Structural concrete for foundations shall have a minimum twenty-eight (28) day compressive strength of two thousand five hundred (2500) PSI. Concrete for core fill of gravity retaining walls shall have a minimum twenty-eight (28) day compressive strength of two thousand (2000) PSI.
2. Mortar shall have a minimum twenty-eight (28) day compressive strength, of one thousand eight hundred (1,800) PSI when averaged over three (3) two (2) inch cubes of three (3) three (3) by six (6) inch cylinders in accordance with ASTM C109 or ASTM C780 and shall not contain more than fifteen (15) pounds of ASTM C207, Type S hydrated lime per cubic foot of mortar when mixed by volume. The building official may require submission of test reports confirming compliance with these requirements.

2114.2.3 Construction.

1. Foundations shall bear on native undisturbed soil capable of sustaining the load imparted upon it. Subject to the approval of the building official.
2. Foundation may be built upon mechanically compacted soil (native soils with increased densification or engineered fill materials) upon submittal of evidence that the proposed loadings will be adequately supported.
3. Adequate provisions shall be made to eliminate hydrostatic pressure buildup through the use of a free-draining backfill material over an underground water collection system that will drain through the wall and above the foundation in order to ensure stability of the foundation supporting soil. Random pattern weep holes shall not be considered as sufficient to accomplish required drainage. Retaining structures retaining less than four (4) feet of earth are not required to provide the above drainage system.
4. Foundations must bear a minimum of two (2) feet below finish grade level or one (1) foot into native undisturbed materials satisfactory for bearing (on the low side of the retaining structures) whichever provides the lowest elevation.

2114.2.4 Drawings and Specifications. All structures governed under this section shall be required to submit drawings in accordance with Chapter 18.02 Administrative Code. Such drawings shall include the following:

1. Theoretical calculated soil pressures at the toe and heel of the wall foundation.
2. Factor of safety against horizontal sliding and overturning (tipping) equal to or greater than 1.5.
3. Uniform surcharge loading and soil unit weight used in analysis and design (PCF).
4. Line or strip loadings (PLF) and locations with respect to wall.
5. Assumed unit weight of native stone rubble masonry construction (PCF).
6. Wall thickness and height dimensions with relative positioning for yard wall extensions, retained heights, base widths and foundations.
7. Locations of construction (through-wall) joints, changes in foundation bearing

elevations, positioning, extent and construction of underground drainage against the retaining structure.

2114.3 Yard Walls and Fences. Yard walls and fences of masonry materials shall be considered as non-bearing walls and shall be supported either horizontally or vertically by intersecting fences, pilasters, monolithic columns, integral, with the fence construction of sufficient strength and stability to provide the required structural support. The minimum thickness shall be sufficient to resist all normal vertical and horizontal loads applied to the fence.

2114.3.1 Masonry walls over six (6) feet in height shall be designed as a structural wall by a licensed professional engineer and provided with adequate footings. The design will be reviewed by the building official.

2114.3.2 Design and Stability.

1. The unsupported height to thickness (KH/t) or length to thickness (KL/t) shall not exceed 40, where, $K=2.0$ for cantilevered conditions, and 1.0 for both ends being supported:
 - a. H = Height of fence above foundation
 - b. L = Horizontal distance between stiffening elements
 - c. t = Thickness of fence
2. In native stone rubble masonry walls with "no mortar" finishes, three (3) inches shall be deducted from the thickness of the fence for each face where this finish is used, when computing the minimum thickness for KH/t , KL/t and structural stability requirements.
3. Lateral support (stiffening elements) shall be provided by intersecting fences, pilasters, monolithic columns integral with the fence construction or other vertical members of sufficient strength and stability to provide the required structural support.
4. Masonry fences, including native stone rubble, shall have each wythe through-bonded with native stone rubble masonry having through-bond stones at a maximum spacing of three (3) feet vertically and three (3) feet horizontally.
5. Adequate strength, and stability to resist overturning, and other stresses for externally applied horizontal loads, shall be provided to the satisfaction of the building official and shall conform to accepted engineering design principles. Wind loading and shape factors shall be as set forth in Chapter 12 of this Code.

2114.3.3 Materials.

1. All materials shall be in accordance with Chapter 21.
2. Masonry fences, including native stone rubble, shall be laid in Type M, S, or N mortar.
3. Masonry fences, including native stone rubble, shall be provided with a reinforced concrete foundation in accordance with the approved subdivision design standards of the City.

18.08.200 Section 3107.1 General, amended.

International Building Code, 2021 Edition, Section 3107 Signs, is hereby amended to read as

follows:

3107.1 General. Signs shall comply with the Zoning Ordinance and shall be designed, constructed and maintained in accordance with this Code.

18.08.210 Section 3201.1 Scope, amended.

International Building Code, 2021 Edition, Section 3201.1 Scope, is hereby amended to read as follows:

3201.1 Scope. The use of public property or any portion thereof, shall be in accordance with the City Charter, Section 3.18 and the provisions of this Chapter.

18.08.220 Section 3305.2 Temporary Facilities, added.

International Building Code, 2021 Edition, Section 3305.2 Temporary Facilities, is hereby added to read as follows:

3305.2 Temporary Facilities. Adequate sanitary facilities for the convenience of all workmen shall be provided according to Table 3305.1. Required facilities shall be located not more than one hundred (100) feet from the construction site, and shall not be within sixty (60) feet of any occupied structure, unless the occupant of such structure consents, or unless it is impracticable to locate the facilities the required minimum distance from the structure. Existing facilities owned by others may be used provided permission for their use is obtained and only if such facilities comply with the requirements or this section.

3305.3 Facilities shall be kept in a clean and sanitary condition throughout the duration of the work. The temporary workman's toilet shall be enclosed, screened, and weatherproofed and shall be connected to a sewer. Upon removal of the temporary facilities, the sewer connections shall be removed and the sewer capped. In lieu of connecting to a sewer, the temporary facility may be a portable, enclosed, chemically treated, tank-tight unit.

**Table 3305.1 Number of Employees
Minimum Number of Toilet Facilities**

If Serviced Once Per Week*	
1—10	1
11—20	2
21—30	3
31—40	4
Over 40	1 additional facility for each 10 additional employees
If serviced more than once per week*	
1—15	1
16—35	2
36—55	3
56—75	4
76—95	5

Over 95	1 additional facility for each 20 additional employees
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*"Servicing" refers to the emptying of waste and the cleaning of the toilet facility. A camp equipped with flush toilets shall meet the standard for "minimum number of toilet facilities if serviced more than once per week".

18.08.221 Section 3401.1 Compliance, amended.

International Building Code, 2021 Edition, Section 3401.1 Compliance, is hereby amended to read as follows:

3401.1 Compliance. Alterations or repairs to existing buildings and structures shall comply with the provisions for alterations or repairs in the International Existing Building Code, International Fire Code, International Fuel Gas Code, International Mechanical Code, International Plumbing Code, International Property Maintenance Code, International Private Sewage Disposal Code, International Residential Code and NFPA 70. Any alterations or repairs to existing structures made solely in order to improve accessibility shall comply with the provisions for alterations or repairs in this Code, provided however, that nothing in this Code shall require the entire existing structure to be brought into current code compliance. Any exterior site modifications that are required by this Code as a result of the alterations or repairs may be deferred for a period of up to 5 years provided however, that such are not required by Federal or State law.

18.08.222 Section 3401.2 General, amended.

International Building Code, 2021 Edition, Section 3401.2 General, is hereby amended to read as follows:

3401.2 General. Additions to existing buildings or structures shall comply with the requirements of this code for new construction. Any addition to existing structures made solely to improve accessibility shall comply with the provisions for new construction in this Code, provided however, that nothing in this Code shall require the remaining existing structure to be brought into current code compliance. Any exterior site modifications that are required as a result of such addition may be deferred for a period of up to 5 years.

18.08.230 Appendix C, Group U-Agricultural Buildings, adopted.

International Building Code, 2021 Edition, Appendix C, Group U-Agricultural Buildings, is hereby adopted in its entirety.

18.08.240 Appendix D, Fire Districts, adopted and amended. Added

International Building Code, 2021 Edition, Appendix D, Fire Districts, is hereby adopted and Sections D101.1.1.1 is hereby added to read as follows: The Fire District shall include such territory as defined herein.

D101.1.1.1 Fire District No. 1. Fire District No. 1 shall include the following portion of the City of El Paso, which is more particularly described by metes and bounds, as follows:

Beginning at the intersection of the east line of Santa Fe Street with the south line of Missouri Street; Thence northeasterly along the south line of Missouri Street to the west line of Campbell Street; Thence southeasterly and southerly along the west line of Campbell Street to the north line of Overland Street; Thence westerly along the north line of Overland Street to the west line of El Paso Street; Thence southerly along the west line of El Paso Street to the north line of Overland Street; Thence westerly along the north line of Overland Street to the east line of Santa Fe Street; Thence northerly and northwesterly along the east line of Santa Fe Street to the point of beginning at the south line of Missouri Street.

18.08.250 Appendix E, Supplementary Accessibility Requirements, adopted.

International Building Code, 2021 Edition, Appendix E, Supplementary Accessibility Requirements, is hereby adopted in its entirety.

18.08.252 Appendix F, Rodent proofing, adopted.

International Building Code, 2021 Edition, Appendix F, Rodent Proofing, is hereby adopted in its entirety.

18.08.254 Appendix G, Flood Resistant Construction, adopted.

International Building Code, 2021 Edition, Appendix G, Flood Resistant Construction, is hereby adopted in its entirety.

18.08.260 Appendix I, Patio Covers, adopted.

International Building Code, 2021 Edition, Appendix I, Patio Covers, is hereby adopted in its entirety.

18.08.262 Appendix J, Grading, adopted.

International Building Code, 2021 Edition, Appendix J, Grading, is hereby adopted in its entirety.

18.08.270 Appendix K, Administrative Provisions, adopted.

International Building Code, 2021 Edition, Appendix K, Administrative Provisions, is hereby adopted in its entirety.

18.08.280 Appendices.

International Building Code, 2021 Edition, Appendices.

The appendices unless specifically adopted or referenced are retained as administrative guidance aids.

18.08.290 Conflicting ordinances.

All ordinances and parts of ordinances in conflict with the provisions of this chapter are hereby repealed.

18.08.300 Violations and Penalties.

Any person, firm, corporation or agent who shall violate a provision of this Code or of the technical codes, or fail to comply therewith, or with any of the requirements thereof, or who shall erect, construct, alter, install, demolish or move any structure, electrical, gas, mechanical or plumbing system, or has erected, constructed, altered, repaired, moved or demolished a building, structure, electrical, gas, mechanical or plumbing system; in violation of a detailed statement or drawing submitted and permitted thereunder, shall be deemed guilty of a misdemeanor and punished by a fine not to exceed two thousand dollars. Each such person shall be deemed guilty of a separate offense for each and every day or portion thereof during which any violation of any of the provisions of this Code or of the technical codes is committed or continued.

SECTION 3. That Title 18 (Building and Construction), Chapter 18.10 (Residential Code) is hereby amended as follows:

Chapter 18.10 - RESIDENTIAL CODE

18.10.010 Short title.

This chapter may be cited as the "Residential Code."

18.10.020 Adoption.

The book entitled "International Residential Code, For One- and Two-Family Dwellings" 2021 Edition, a copy of which authenticated by the City Clerk is on file in the City Clerk's Office, is adopted as the Residential Code of the City, as fully as if copied at length in this chapter, but with the amendments set forth in this chapter and Chapter 18.02, the Building and Administrative Code of the City of El Paso.

18.10.030 Section R101.2 Scope.

International Residential Code, 2021 Edition, R101.2 Scope, is hereby adopted in its entirety.

18.10.040 - Section R105.2 Work exempt from permit

Exemption from *permit* requirements of this code shall not be deemed to grant authorization for any work to be done in any manner in violation of the provisions of this code or any other laws or ordinances of this *jurisdiction*. Permits shall not be required for the following construction work:

Building:

1. One-story detached accessory storage building, canopy or structure, located in the rear yard, less than two hundred square feet in floor area and not within 5 feet of another structure, eave to eave. This exemption shall be restricted to only one accessory building within a site.
2. Masonry landscape walls and fences not over forty-two inches high, completely within the subject property and meeting zoning requirements. Where there is a difference in elevation between abutting properties or property lines, the height measurement shall be taken from the high side of the wall, exclusive of retaining walls.
 - a. Chain link or wrought iron fences not over six feet high, completely within the subject property and meeting zoning requirements.
3. Concrete walks, slabs on grade and driveways not more than thirty inches above grade, that are not over a basement or story below; and that will not serve as foundation or structural support for future construction, and are not located in public right-of-way.
4. Ordinary minor nonstructural repair work such as painting, papering, siding and similar finish work.
5. Movable cases, cabinets, counters, and partitions not over five feet nine inches high that do not establish a corridor.
6. Swimming pools, wading pools or ponds that are in-ground or above ground containing a

body of water less than twenty-four inches in depth and less than five thousand gallons of water.

7. Replacement of less than twenty-five percent of existing roof covering on residential structures only.
8. Swings and other playground equipment.

Mechanical:

1. Portable heating appliances.
2. Portable ventilation equipment.
3. Portable cooling units.
4. Steam, hot or chilled water piping within any heating or cooling equipment regulated by the technical codes.
5. Replacement of any part which does not alter its approval or make it unsafe.
6. Portable evaporative coolers.
7. Self-contained refrigeration systems containing ten pounds (4.54 kg) or less of refrigerant and actuated by motors of one horsepower (746 W) or less.

Electrical:

1. Wiring devices or equipment installed by telephone, telegraph or other public service corporations used solely for the transmission of two-way communication.
2. Portable appliances or devices conforming to the electrical code, for operation from a receptacle outlet, provided such appliances are rated at no more than eighty percent of the branch circuit overprotective device.
3. Replacing or repairing flash or snap switches, receptacles, drop cords, replacing fuses, changing lamp sockets, or any other minor repairs of joints in wiring, fixtures, devices or equipment.
4. Ceiling fans, light fixtures, receptacle outlets or similar devices added onto an existing electrical circuit which has adequate capacity for the additional load in a one- or two-family residence; provided, however, that the work is performed by:
 - a. A homeowner, on property that is their primary residence; or
 - b. A master, journeyman or maintenance electrician licensed in accordance with Section 18.02.104.6.

Plumbing:

1. The stopping of leaks in drains, water, soil, waste or vent pipe; provided, however, that if any concealed trap, drainpipe, water, soil, waste or vent pipe becomes defective and it becomes necessary to remove and replace the same with new material, such work shall be considered as new work and a *permit* shall be obtained and inspection made as provided in this code.
2. The clearing of stoppages or the repairing of leaks in pipes, valves or fixtures, and the

removal and reinstallation of water closets, provided such repairs do not involve or require the replacement or rearrangement of valves, pipes or fixtures.

18.10.050 Section R301.2 Climatic and geographic design criteria, amended.

International Residential Code, 2021 Edition, Section R301.2 Climatic and Geographic Design Criteria is hereby amended by completing Table 301.2(1), Climatic and Geographic Design Criteria, to read as follows:

Table R301.2(1)												
Climatic and Geographic Design Criteria												
Ground Snow Load	Wind Design				Seismic Design Category ^f	Subject To Damage From			Ice Barrier Underlayment Required ^h	Flood Hazards ^g	Air Freezing Index ⁱ	Mean Annual Temp ^j
	Speed ^d (mph)	Topographic effects ^k	Special wind region ^l	Wind-borne debris zone ^m		Weathering ^a	Frost line depth ^b	Termite ^c				
5 PSF	105	No	No	No	C	Negligible	6"	Moderate to Heavy	No	Municipal Code Sec. 18.60	1500	75° F
Manual J Design Criteria												
Elevation			Altitude Correction Factor	Coincident wet bulb	Indoor winter design dry-bulb temperature	Indoor winter design dry-bulb temperature			Outdoor winter design dry-bulb temperature		Heating temperature difference	
3918			0.87	64°	72°	72°			25°		47°	
Latitude			Daily Range	Indoor summer design relative humidity	Summer Design Grains	Indoor summer design dry-bulb temperature			Outdoor summer design dry-bulb temperature		Cooling temperature difference	
31°			High (more than 25°F)	75° (50% R.H.)	-26	75°			98°		23°	

18.10.050.1 Section R302.1 Exterior walls, amended.

International Residential Code, 2021 Edition, Section R302.1, Exterior walls, is hereby amended to add the following exceptions to read as follows:

6. Zero lot line properties where all of the following apply:
 - a. A minimum of 10 feet is provided between structures; and
 - b. Glazing is limited to a height of not less than 14 feet from grade level; and
 - c. Glazing is not more than 10% of the wall; and
 - d. Openings are prohibited; and
 - e. Where eaves are present they shall not extend more than 12 inches from the wall (including any required gutters) and eaves shall be fire rated.
7. Where all structures are provided with sprinkler systems.

18.10.060 Section R303.10 Required heating, amended.

International Residential Code, 2021 Edition, Section R303.8, Required heating, is hereby amended to read as follows:

R303.10 Required heating and cooling. Interior spaces intended for human occupancy shall be provided with active or passive space-heating and cooling systems capable of maintaining an indoor temperature between 68 F (20 C) and 90 F at a point 3 feet above the floor and 2 feet from exterior walls in all habitable spaces. The installation of portable space heaters shall not be used to achieve compliance with this section.

18.10.070 Reserved.

18.10.080 Section R313 Automatic Fire Sprinkler Systems, deleted.

International Residential Code, 2021 Edition, Section R313, Automatic Fire Sprinkler Systems, is hereby deleted in its entirety.

18.10.090 Section R319 Site Address, amended.

International Residential Code, 2021 Edition, Section R319, Site Address, is hereby amended to read as follows:

SECTION R319 SITE ADDRESS

R319.1 Building Numbering.

R319.1.1 Definitions.

For the purpose of administering the numbering of buildings, the following definitions shall apply:

1. "Building Numbering" means those numbers and/or letters as may be needed to identify building(s) at a municipal street address.

2. "Municipal Street Address" means the building numbering used in conjunction with the street name and assigned by the Planning Division of the City of El Paso for the purposes of identifying individual properties.
3. "Prominently Displayed" means that which is uniformly located, readily noticeable, and easily readable from the street during normal daytime atmospheric conditions by a person having normal vision.

R319.1.2 Municipal Street Address Identification. Building numbering shall be displayed on all buildings for which a municipal street address has been assigned. In order to provide for the prominent display and uniform location of municipal street addresses, residential building numbering shall comply with the following:

1. Building numbering shall be displayed in characters having a minimum height of four (4) inches.
2. For properties fronting on a street with curbs, building numbering shall be mounted or painted on the face of the curb in close proximity to the entry driveway. In the case of a corner property fronting on two streets with the driveway located on the street that is not the street name of the municipal street address, the building numbering shall be mounted or painted in a prominent location on the face of the curb fronting on the addressed Street.
3. For other properties, building numbering shall be located on the building wall fronting the addressed street or on another permanent structure that fronts on the addressed street and is closer to the street than the building wall.
4. It is recommended, but not required, that building numbering for residential buildings meet the requirements of building numbering for other buildings described in Chapter 18.08.

R319.1.3 Administration and Enforcement. The requirements of this Section shall be administered as part of the building permit and inspection process. The building official shall refuse the issuance of a final inspection and certificate of occupancy unless the building numbering has been provided as required by this Section.

R319.1.4 Alternate Building Numbering Location. The building official shall be authorized to approve alternate location(s) for building numbering required under this Section when the owner of the property satisfactorily demonstrate that the alternate location(s) provide(s) an equivalent degree of visibility and readability.

18.10.100 Section R320 Accessibility, deleted.

International Residential Code, 2021 Edition, Section R320, Accessibility, is hereby is deleted in its entirety.

18.10.110 Section R506.1 General, amended.

International Residential Code, 2021 Edition, Section R506.1, General, is hereby amended to read as follows:

R506.1 General. Concrete slab-on-ground floors shall be a minimum of 3.5 inches (89 mm) (for expansive soils, see Section R403.1.8). The specified compressive strength of concrete shall be as set forth in Section R402.2.

Slabs shall be constructed with control joints having a depth of at least one-fourth the slab thickness, and joints shall be spaced at intervals not more than 30 feet in each direction and slabs not rectangular in shape shall have control joints across the slab at points of offset, if offset exceeds 10 feet.

Exception: Control joints are not required or may exceed 30-foot intervals where welded wire fabric or equivalent is provided in accordance with Table 506. The welded fabric or equivalent material shall be placed at mid-depth of the slab or 2 inches from the top surface for slabs more than 4 inches in thickness.

Table 506							
Maximum Dimension of Slab or Distance Between Control Joints (Feet) Slab Thickness (Inches)						WWF Wire Spacing (Inches)	WWF Wire Size Designation
3.5	4.0	4.5	5.0	5.5	6.0		
42	36	32	29	26	24	6×6	W1.4 × W1.4
59	52	42	42	38	35	6×6	W2.0 × W2.0
86	75	60	60	55	50	6×6	W2.9 × W2.9

Values in table are based on reinforcement with yield strength of 65,000 psi.

18.10.120 Section R802.10.2 Design, amended.

International Residential Code, 2021 Edition, Section R802.10.2 Design, is hereby amended to add the following sentence at the end of the section, to read as follows:

R802.10.2 Design. The truss design drawings shall be prepared, signed, and sealed by a registered professional engineer, licensed in Texas.

18.10.130 Reserved.

18.10.140 Section M1201.2 Application, amended.

International Residential Code, 2021 Edition, Section M1201.2 Application, is hereby amended to read as follows:

M1201.2 Application. In addition to the general administrative requirements of Chapter 18.02, Building and Construction Administrative Code, the provisions of this Chapter shall also apply to the requirements of Chapters 13 through 24.

18.10.150 Section M1413 Evaporative Cooling Equipment, amended.

International Residential Code, 2021 Edition, Section M1413, Evaporative Cooling Equipment, is hereby amended to read as follows:

M1413 Evaporative Cooling.

M1413.1 General. Every evaporative cooler installed in, on or adjacent to any building as a part of a cooling or air conditioning system shall comply with these provisions.

M1413.2 Location.

M1413.2.1 No evaporative cooler shall be installed so as to obstruct any required means of egress nor reduce passage of required light and air.

M1413.2.2 Evaporative cooler installations that extend beyond the exterior line of a structure shall comply with Building Code and Zoning Regulations as to allowable projection and overhead clearance. Evaporative cooler structures which project more than eighteen inches (18") into a traveled right-of-way shall maintain a minimum clearance of fourteen feet (14') above grade.

M1413.3 Materials of Construction. M1413.3.1 All evaporative cooler blowers and cabinets, including pan, corner posts, top and pad frames, shall be constructed of non-combustible materials or approved plastics as defined below. Evaporative pads and interior water circulatory systems need not be of non-combustible materials.

M1413.3.2 Approved Plastics. Approved plastic or reinforced plastic materials shall be those which are classified 94-5V in accordance with Underwriters Laboratory Test 94-5V "Vertical Burning Test for Classifying Materials".

M1413.3.3 Evidence of Compliance. Evidence of compliance with the requirements of Section M1413.3.1 to 1413.3.2 shall accompany all equipment installed within the City of El Paso.

M1413.4. Electrical Connections. Electrical components and installations shall conform to the El Paso Electrical Code. The blower motor and water recirculation pump shall be internally protected to shut-off automatically in the event of an electrical overload or excessive temperature. The maximum shut-off temperature shall be: (1) blower motor, 105°C; and (2) pump, 135°C.

M1413.5 Plumbing Connections. Water connections and materials shall conform to the El Paso Plumbing Code.

M1413.6 Structural Supports. Evaporative cooler fastenings, including mounts, platforms and frames, shall be of non-combustible material and shall be of sufficient size and strength to meet the requirements of the International Building Code.

M1413.7 Water Supply.

M1413.7.1 Bleeder Lines Prohibited. New and replacement evaporative coolers shall not be provided or installed with bleeder lines.

M1413.7.2 Automatic water draining System Required. An automatic water draining system shall be provided for all evaporative coolers for which the cooler manufacturer requires the use of a bleeder line. The automatic water draining system shall operate on a periodic basis of not less than a 4-hour interval between operation times and shall be capable of fully draining the water from the cooler pan. The automatic draining system shall either discharge into the building drainage system through an indirect waste piping system complying with Section 802 of the Plumbing Code or shall be conducted to the exterior of

the building or structure, and shall be discharged so that the effluent is used for watering landscaping or other outdoor vegetation. In no event shall drainage from coolers be wasted into or upon the public way.

18.10.155 Section M1601.1 (9), added.

Flexible air ducts in residential installations are limited to 10 feet in length unless an engineered design is provided.

18.10.160 Section G2404.1.2 Manufactured homes, added.

International Residential Code, 2021 Edition, Section G2404.1.2, Manufactured Homes, is hereby added to read as follows:

G2404.1.2 Manufactured Homes. Appliance installations in manufactured housing meeting the requirements of the Texas Manufactured Housing Standards Act, or in industrialized housing or industrialized buildings meeting the requirements of the Texas Industrialized Housing and Building Act or bearing the Federal Compliance Plate (ANSI-A119.1), including the appliance connections and the fuel gas piping system, shall not be subject to the provisions of this Code except for the test provisions of Sections G2417.4.1 and G2417.4.2.

18.10.170 Section G2412.2 (401.2) Liquefied petroleum gas storage, amended.

International Residential Code, 2021 Edition, Section G2412.2, Liquefied petroleum gas storage, is hereby amended to read as follows:

G2412.2 Liquefied Petroleum Gas.

G2412.2.1 Liquefied Petroleum Gas Storage. The storage system for liquefied petroleum gas shall be designed and installed in accordance with the Fire Code.

G2412.2.2 Liquefied Petroleum Gas Service. Liquefied Petroleum Gas systems shall not be installed in Group R1, R2, R3 and R4 occupancies when a natural gas utility supply pipe is available within 300 feet of the buildings.

18.10.180 Section G2412.11 Meter location, added.

International Residential Code, 2021 Edition, Section G2412.11, Meter Location, is hereby added to read as follows:

G2412.11 Meter Location. A meter location, when required, shall be provided for the property or premises to be served. The location shall be such that the meter and connections are accessible in order that they may be read or changed. Space requirements, dimensions, and type of installation shall be acceptable to the gas company. Meter location will be determined by the utility company in conformance with their service franchise.

18.10.190 Section G2415.3.1 Prohibited locations, added.

International Residential Code, 2021 Edition, Section G2415.3, Piping in concealed locations, is hereby amended to read as follows:

G2415.3 Piping in Concealed Locations. Portions of a piping system installed in concealed locations shall not have unions, tubing fittings, bushings, compression couplings and swing joints made by combinations of fittings.

Exceptions:

1. Tubing joined by brazing.
2. Fittings listed for use in concealed locations.

18.10.200 Section G2417.4 (406.4) Test pressure measurement, amended.

International Residential Code, 2021 Edition, Section G2417.4 Test Pressure Measurement, is hereby amended to read as follows:

G2417.4 Test Pressure Measurement. Test pressure shall be measured with a manometer or with a pressure-measuring device designed and calibrated to read, record, or indicate a pressure loss caused by leakage during the pressure test period. The source of pressure shall be isolated before the pressure tests are made. Mechanical gauges used to measure test pressures shall have a range such that the highest end of the scale is not greater than two (2) times the test pressure. Tests requiring a pressure of 10 psi or less shall utilize a testing gauge having increments of 0.20 psi or less. Tests requiring a pressure greater than 10 psi but less than or equal to 60 psi shall utilize a testing gauge having increments of 1 psi or less.

G2417.4.1 Test Pressure. Low pressure gas piping shall withstand a pressure of at least 10 psi or 16 inches of mercury. Higher pressure gas piping shall withstand a pressure of at least 60 psi on a clock gauge with a printed record chart. For the purposes of this section, "low pressure" shall mean pressure equal to or less than 0.5 psi.

G2417.4.2 Test duration. Test duration shall be not less than 15 minutes for low pressure gas piping and not less than 4 hours for higher pressure gas piping.

18.10.210 Section P2501.2 Application, amended.

International Residential Code, 2021 Edition, Section P2501.2 Application, is hereby amended to read as follows:

P2501.2 Application. In addition to the general administrative requirements of Chapter 18.02, Building and Construction Administrative Code of the El Paso City Code, the provisions of this Chapter shall also apply to the plumbing requirements of Chapters 25 through 32.

18.10.220 Section P2602.1 General, amended.

International Residential Code, 2021 Edition, Section P2602.1, General, is hereby amended to read as follows:

P2602.1 General. The water distribution and drainage system of any building or premises where plumbing fixtures are installed shall be connected to a public water supply and to a public sewer system.

Exception:

1. Bathtubs, showers, lavatories, clothes washers and laundry sinks shall not be required to discharge to the sanitary drainage system where such fixtures discharge to an approved gray water recycling system. Evaporative coolers automatic water draining systems may discharge to an approved gray water recycling system.
2. When a public sewer is not available within 300 feet of the building for use, an individual or private sewage disposal system may be utilized provided that such system is designed, installed and maintained in accordance with the requirements of Chapter 18.21 of the Municipal Code.

18.10.230 Section P2603.5.2 Protection of Water Service Entrance, added.

International Residential Code, 2021 Edition, Section P2903.1.1 Protection of Water Service Entrance, is hereby added to read as follows:

P2603.5.2 Protection of Water Service Entrance. Water service entrance and risers to all structures shall be on the heated side of a conditioned space.

18.10.240 Section P2603.5.3 Plumbing within exterior walls, added.

International Residential Code, 2021 Edition, Section 2903.1.2 Plumbing within exterior walls, is hereby added to read as follows:

P2603.5.3 Plumbing within exterior walls. Placement of plumbing within exterior walls is prohibited unless the walls are at minimum, 2 by 6 walls and adequate provision is made to protect such pipes from freezing in accordance with Section 305.6 of the International Plumbing Code. Placement of water lines in ceiling areas is prohibited unless the water lines are placed on the warm side with a minimum of 10 inch insulation on the exterior/roof side of the structure.

Exceptions:

- a. A service entrance may enter a non-conditioned space provided that the riser/service entrance is within an approved, heated valve protective enclosure also known as a "hot box", or
- b. Cross linked polyethylene, also known as PEX, or approved equal, is used as the service entrance material, and
- c. Any hose bibs installed shall be freeze proof.

18.10.250 Section P2709.2 Lining required, amended.

International Residential Code, 2021 Edition, Section P2709.2, Lining required, is hereby amended to read as follows:

P2709.2 Lining Required. All shower receptors shall be provided with an approved lining, except as noted herein. The adjoining walls and floors, enclosing field-constructed shower receptors shall be lined with copper or other approved materials listed in this Code, extending not less than three (3) inches beyond or around the rough jambs and not less than three (3) inches above finished thresholds. Recessed shower compartments need not be lined, provided the compartment is formed of concrete, is recessed a minimum of four (4) inches below the adjacent floor level, and the concrete is not less than three and one-half (3½) inches thick with

an ultimate compressive strength of not less than two thousand (2000) pounds per square inch.

18.10.260 Section P2709.2.3 Hot-mopping, deleted.

International Residential Code, 2021 Edition, Section P2709.2.3, Hot-Mopping, is hereby deleted in its entirety.

18.10.270 Reserved.

18.10.280 Reserved

18.10.280 Section P2903.3.3 Accessibility, added.

International Residential Code, 2021 Edition, Section P2903.3.3, Accessibility, is hereby added to read as follows:

2903.3.2 Accessibility. Installation shall be such as to make the regulator accessible without excavating or removing permanent structural or finished portions of the structure.

18.10.290 Section P2903.12 Under concrete slabs, added.

International Residential Code, 2021 Edition Section P2903.12, Under Concrete Slabs, is hereby added to read as follows:

P2903.12 Under Concrete Slabs. Inaccessible water distribution piping under slabs shall be copper water tube minimum Type L, brass, ductile iron pressure pipe, chlorinated polyvinyl chloride (CPVC) or crosslinked polyethylene (PEX) plastic pipe or tubing—all to be installed with approved fittings or bends. The minimum pressure rating for plastic pipe or tubing installed under slabs shall be 100 psi at 180°F.

18.10.300 Reserved

18.10.301 Section P3005.2.3 Building drain and building sewer junction, amended.

International Residential Code, 2021 Edition, Section P3005.2.3, Building Drain and Building Sewer Junction, is hereby amended to read as follows:

P3005.2.3 Building Drain and Building Sewer Junction. There shall be a cleanout within 10 feet of the junction of the building drain and the building sewer. The cleanout shall be outside the building and shall be brought up to the finished ground level. An approved two-way cleanout is allowed to be used at this location to serve as a required cleanout for both the building drain and building sewer.

18.10.310 Part VIII Electrical, deleted.

International Residential Code, 2021 Edition, Part VIII—Electrical, is hereby deleted in its entirety and the following shall substitute in its stead:

Chapter 18.16 Adopted. The provisions of Chapter 18.16, City of El Paso Electrical Code, shall regulate the installation of electrical systems, equipment and components, indoors and outdoors that are within the scope of this Code, including services, power distribution systems, fixtures, appliances, devices and appurtenances.

18.10.311 Appendix AA, Sizing and Capacities of Gas Piping.

International Residential Code, 2021 Edition Appendix AA, Sizing and Capacities of Gas Piping is hereby adopted in its entirety.

18.10.312 Appendix AB, Sizing of Venting Serving Appliances Equip with Draft Hoods, Category I Appliances, and Appliances listed for Use with Type B Vents.

International Residential Code, 2021 Edition Appendix AB, Sizing of venting Serving Appliances Equip with Draft Hoods, Category I Appliances, and Appliances for Use with Type B Hoods, is hereby adopted in its entirety.

18.10.313 Appendix AC, Exit Terminals of Mechanical Draft and Direct-Vent Venting Systems.

International Residential Code, 2021 Edition Appendix AC, Exit terminals of Mechanical Draft and Direct-Vent Venting Systems, is hereby adopted in its entirety.

18.10.320 Appendix AE, Manufactured Housing Used as Dwellings, adopted.

International Residential Code, 2021 Edition, Appendix AE, Manufactured Housing Used as Dwellings is hereby adopted in its entirety.

18.10.321 Appendix AG, Piping Standards for Various Applications.

International Residential Code, 2021 Edition Appendix AG, Piping Standards for Various Applications, is hereby adopted in its entirety.

18.10.330 Section AE101.1 General, amended.

International Residential Code, 2021 Edition, Section AE101.1 General, is hereby amended to read as follows:

Section AE101 General. These provisions shall be applicable only to a manufactured home used as a single-dwelling unit and shall apply to the following:

1. Construction, alteration and repair of any foundation system which is necessary to provide for the installation of a manufactured home unit.
2. Construction, installation, addition, alteration, repair or maintenance of the building service equipment which is necessary for connecting manufactured homes to water, fuel or power supplies and sewage systems.
3. Alterations, additions or repairs to existing manufactured homes. The construction, alteration, moving, demolition, repair and use of accessory buildings and structures

and their building service equipment shall comply with the requirements of the Municipal Code.

These provisions shall not be applicable to the design and construction of manufactured homes nor shall they be deemed to authorize either modifications or additions to manufactured homes where otherwise prohibited.

18.10.340 Reserved.

18.10.350 Appendix AH, Patio Covers, adopted.

International Residential Code, 2021 Edition, Appendix AH, Patio Covers, is hereby adopted in its entirety.

18.10.360 Appendix AK, Sound Transmission, adopted.

International Residential Code, 2021 Edition, Appendix AK, Sound Transmission, is hereby adopted in its entirety.

18.10.361 Appendix AM, Home Day Care—R-3 Occupancy.

International Residential Code, 2021 Edition Appendix AM, Home Day Care—R-3 Occupancy, is hereby adopted in its entirety.

18.10.362 Appendix AN, Venting Methods.

International Residential Code, 2021 Edition Appendix AN, Venting methods, is hereby adopted in its entirety.

18.10.363 Appendix AP, Sizing of Water Piping Systems.

International Residential Code, 2021 Edition Appendix AP, Venting methods, is hereby adopted in its entirety.

18.10.364 Appendix AQ, Tiny Houses.

International Residential Code, 2021 Edition Appendix AQ, Tiny Houses, is hereby adopted in its entirety.

18.10.365 Appendix AR, Light Straw Construction.

International Residential Code, 2021 Edition Appendix R, Light Straw Construction, is hereby adopted in its entirety.

18.10.366 Appendix AS, Strawbale Construction.

International Residential Code, 2021 Edition Appendix AS, Strawbale Construction, is hereby adopted in its entirety.

18.10.367 Appendix U, Solar ready Provisions—Detached One & Two Family Dwellings, Multiple Single Family Dwellings (Townhouses)

International Residential Code, 2021 Edition Appendix U, Solar-Ready Provisions, Detached One and Two Family Dwellings, Multiple Family Dwellings (Townhouses), is hereby adopted in its entirety.

18.10.370 Reserved.

18.10.380 Appendices.

International Residential Code, 2021 Edition, Appendices unless specifically adopted or referenced are retained as administrative guidance aids.

18.10.390 Conflicting ordinances.

All ordinances and parts of ordinances in conflict with the provisions of this chapter are hereby repealed as follows: Ordinance No. 014729 dated 12/12/2000, Ordinance No. 15967 dated 12-14-2004 and Ordinance No. 18510 dated 5-31-2016.

18.10.400 Violations and Penalties.

Any person, firm, corporation or agent who shall violate a provision of this Code or of the technical codes, or fail to comply therewith, or with any of the requirements thereof, or who shall erect, construct, alter, install, demolish or move any structure, electrical, gas, mechanical or plumbing system, or has erected, constructed, altered, repaired, moved or demolished a building, structure, electrical, gas, mechanical or plumbing system; in violation of a detailed statement or drawing submitted and permitted thereunder, shall be deemed guilty of a misdemeanor and punished by a fine not to exceed two thousand dollars. Each such person shall be deemed guilty of a separate offense for each and every day or portion thereof during which any violation of any of the provisions of this Code or of the technical codes is committed or continued.

SECTION 4. That Title 18 (Building and Construction), Chapter 18.12 (Mechanical Code) is hereby amended as follows:

Chapter 18.12 MECHANICAL CODE

18.12.010 Short title.

This chapter may be cited as the "Mechanical Code."

18.12.020 Adoption.

The book entitled "International Mechanical Code," 2021 Edition, a copy of which authenticated by the City Clerk is on file in the City Clerk's Office, is adopted as the Mechanical Code of the City, as fully as if copied at length in this chapter, but with the changes set forth in this chapter and Chapter 18.02, the Building and Administrative Code of the City of El Paso.

18.12.025 Reserved

18.12.030 Section 309.1 Space-heating systems, amended.

International Mechanical Code, 2021 Edition, Section 309.1 Space-heating systems, is hereby amended to read as follows:

309.1 Space-heating and cooling systems. Interior spaces intended for human occupancy shall be provided with active or passive space-heating and cooling systems capable of maintaining an indoor temperature between 68°F (20°C) and 90°F at a point 3 feet above the floor in all habitable spaces. The installation of portable space heaters shall not be used to achieve compliance with this section.

Exceptions:

1. Interior spaces where the primary purpose is not associated with human comfort.
2. Group F, H, S and U occupancies

18.12.040 Section 507.2.6 Clearance for Type I hood, amended.

International Mechanical Code, 2021 Edition, Section 507.2.6 Clearances for Standard Type I and Type I labeled for zero clearance hoods is hereby amended to read as follows:

507.2.6 Clearances for Standard Type I and Type I labeled for zero clearance hoods. All Type I hoods shall be installed with a clearance to combustibles of not less than 18 inches (457 mm).

Exception: Clearance shall not be required from 5/8-inch or thicker Type X gypsum wallboard, 1/2-inch or thicker (12.7 mm) Type C gypsum wallboard or 1/2-inch (12.7 mm) or thicker cementitious wallboard attached to noncombustible structures provided that a smooth, cleanable, nonabsorbent and noncombustible material is installed between the hood and the gypsum or cementitious wallboard over an area extending not less than 18 inches (457 mm)

beside and above the hood and shall extend to the floor below the hood. There shall be no combustible structure below the hood or within 18-inches in any direction, below the hood. Reduced clearances shown on hood tags are not approved.

18.12.040.1 Section 508.1.1 Makeup air temperature, amended.

International Mechanical Code, 2021 Edition, Section 508.1.1 Makeup air temperature, is hereby amended to read as follows:

508.1.1 Makeup air temperature. The temperature difference between makeup air and the air in the conditioned space shall not exceed 10°F (6°C) for heating and 15° for cooling except where the added heating and cooling loads or the makeup air do not exceed the capacity of the HVAC system.

18.12.050 Section 510.4 Independent system, Exception 9, added.

International Mechanical Code, 2021 Edition, Section 510.4 Independent system, is hereby amended to add Exception 9 at the end of the section, to read as follows:

510.4 Independent system.

Exception:

9. Contaminated air shall not be recirculated. Air containing explosive or flammable vapors, fumes or dusts; flammable, highly toxic or toxic gases; or radioactive materials shall be considered to be contaminated.

18.12.060 Section 603.6.1.1 Duct length, amended.

International Mechanical Code, 2021 Edition, Section 603.6.1.1 Duct length, is hereby amended to read as follows:

603.6.1.1 Duct length. In commercial Installations Flexible air ducts and connectors shall be limited to ten (10) feet in maximum length.

603.6.1.2 Duct length. In residential Installations flexible duct, if engineered design, the length will be unlimited.

18.12.070 Section 908.6, Drainage, amended.

International Mechanical Code, 2021 Edition, Section 908.6, Drainage, is hereby amended to read as follows:

908.6 Drainage. Water from such units shall be discharged into an approved disposal system in accordance with the Plumbing Code. All water supply, waste water and connections shall comply with the requirements of the International Plumbing Code.

908.6.1 All new installations or replacements of water-cooled refrigeration systems 3 H.P. or greater, governed by this Code or the International Plumbing Code, shall be provided with an effective recirculation system.

908.6.2 If an automatic waste system is provided for draining or flushing the system, it shall conform with Chapter 8 of the International Plumbing Code, as amended, and shall be piped to an approved receptacle unless other disposition is authorized by the building official. In no

event shall drainage be wasted into or upon the public way.

18.12.080 Section 928, Evaporative cooling, amended.

International Mechanical Code, 2021 Edition, Section 928 Evaporative Cooling, is hereby amended to read as follows:

928.1 General. Every evaporative cooler installed system shall comply with these provisions.

928.2.1. No evaporative cooler shall be installed so as to obstruct any required means of egress nor reduce passage of required light and air.

928.2.2. Evaporative cooler installations which extend beyond the exterior line of a structure shall comply with Building Code and Zoning Regulations as to allowable projection and overhead clearance. Evaporative cooler structures which project more than eighteen inches (18") from a building shall maintain a minimum clearance of fourteen feet (14') above areas subject to vehicle traffic.

928.3 Materials of Construction.

928.3.1. All evaporative cooler blowers and cabinets, including pan, corner posts, top and pad frames, shall be constructed of non-combustible materials or approved plastics as defined below. Evaporative pads and interior water circulatory systems need not be of non-combustible materials.

928.3.2 Approved Plastics. Approved plastic or reinforced plastic materials shall be those which are classified as 94-5V in accordance with Underwriters Laboratory Test 94-5V "Vertical Burning Test for Classifying Materials".

928.3.3 Evidence of Compliance. Evidence of compliance with the requirements of Section 926.3.1 to 311.3.2 shall accompany all equipment installed within the City of El Paso.

928.4 Electrical Connections. Electrical components and installations shall conform to the El Paso Electrical Code. The blower motor and water recirculation pump shall be internally protected to shut-off automatically in the event of an electrical overload or excessive temperature. The maximum shut-off temperature shall be: (1) blower motor, 105°C; and (2) pump, 135°C.

928.5 Plumbing Connections. Water connections and materials shall conform to the El Paso Plumbing Code.

928.6 Structural Supports. Evaporative cooler fastenings, including mounts, platforms and frames, shall be of non-combustible material and shall be of sufficient size and strength to meet the requirements of the International Building Code.

928.7 Water Supply.

928.7.1 Bleeder Lines Prohibited. New and replacement evaporative coolers shall not be provided or installed with bleeder lines.

928.7.2 Automatic water draining System Required. An automatic water draining system shall be provided for all evaporative coolers for which the cooler manufacturer requires the use of a bleeder line. The automatic water draining system shall operate on a periodic basis of not less than a 4-hour interval between operation times and shall be capable of fully

draining the water from the cooler pan. The automatic draining system shall either discharge into the building drainage system through an indirect waste piping system complying with Section 802 of the International Plumbing Code, as amended, or shall be conducted to the exterior of the building or structure, and shall be discharged so that the effluent is used for watering landscaping or other outdoor vegetation. In no event shall drainage from coolers be wasted into or upon the public right-of-way.

18.12.090 Appendix A is adopted in its entirety.

International Mechanical Code, 2021 Edition, Appendix A, is adopted.

18.12.100 Conflicting ordinances.

All ordinances and parts of ordinances in conflict with the provisions of this chapter are hereby repealed as follows: Ordinance No. 014732 dated 12-12-2000 and Ordinance No. 15965 dated 12-14-2004.

SECTION 5. That Title 18 (Building and Construction), Chapter 18.16 (Electrical Code) is hereby amended as follows:

Chapter 18.16 ELECTRICAL CODE

18.16.010 Short title.

This chapter may be cited as the "Electrical Code".

18.16.020 Adoption.

The book entitled "NFPA 70 National Electrical Code," 2020 Edition, a copy of which authenticated by the City Clerk is on file in the City Clerk's Office is adopted as the Electrical Code of the City, as fully as if copied at length in this chapter, but with the changes set forth in this chapter and Chapter 18.02, the Building and Administrative Code of the City of El Paso.

18.16.030 Article 80 Evaporative Coolers, added.

NFPA 70 National Electrical Code, 2020 Edition, Article 80 Evaporative Coolers, is hereby added to read as follows:

80.1 Evaporative Coolers. Evaporative cooler shall have their controls mounted in a metal box. Conductors -to the equipment.

80.2 Controls and Operating Mechanisms. In areas required by the Building Code to be accessible to persons with disabilities, the highest operable part of controls, receptacles and other operable equipment shall be placed within at least of one of the reach ranges specified in this section. Electrical and communications receptacles on walls shall be mounted no less than 15 in (380 mm) above the floor to the bottom of the box.

80.3 Forward Reach. If the clear floor space allows only forward approach to an object, the highest operable part of controls, receptacles and other operable equipment shall be placed not more than 48 in (1220 mm) above finished floor to the top of the box.

80.4 Side Reach. If the clear floor space allows only parallel approach to an object, the highest operable part of controls, receptacles and other operable equipment shall be placed not more than 54 in (1370 mm) above finished floor to the top of the box.

18.16.040 Section 210.70 Lighting Outlets Required (A)(2)(b), amended.

NFPA 70 National Electrical Code, 2020 Edition, Section 210.70 Lighting Outlets Required, (A) Dwelling Units, (2) Additional Locations, (b) is hereby amended to read as follows:

210.70 Lighting Outlets Required, (A) Dwelling Units, (2) Additional Locations (b). For dwelling units, attached garages, and detached garages with electric power, at least one wall switch-controlled lighting outlet shall be installed to provide illumination on the exterior side of outdoor entrances or exits with grade level access. A vehicle door in a garage shall be considered as an outdoor entrance or exit.

18.16.050 Section 210.70 Lighting Outlets Required (A)(3), added.

NFPA 70 National Electrical Code, 2020 Edition, Section 210.70 Lighting Outlets Required, (A) Dwelling Units, (3) Storage or Equipment Spaces, is hereby amended by adding the following sentence at the end of the paragraph:

210.70 Lighting Outlets Required (A) Dwelling Units (3) Storage or Equipment Spaces.
Add: An attic shall be considered storage area if it has either a decked area or permanent access ladder.

18.16.060 Section 210.71 Additional Outlets, added.

NFPA 70 National Electrical Code, 2020 Edition, Section 210.70C Additional Outlets, is hereby added to read as follows:

210.70C Additional Outlets. The following receptacle outlets shall be installed, in addition to those required by National Electrical Code, 2020 Edition, Sections 210-50 through 210-70:

(1) On wall areas over work benches, behind bars, serving counters, or other wall spaces where electrical signs or appliances may be used or installed, not less than one (1) receptacle outlet shall be installed for every six (6) feet or major fraction thereof (i.e., the second receptacle outlet shall be located a maximum of (nine) 9 feet from the beginning of the work bench, serving counter or wall space) from the edge measured horizontally along such wall parallel to the floor or ceiling.

(2) In lounges, taverns, bars or other establishments where electrical signs, appliances or similar devices may be placed on or attached to the ceiling, sufficient receptacle outlets shall be installed on the ceilings so that no point on such ceiling is more than twelve (12) feet from a receptacle outlet.

(3) In "mini-warehouse" units or similar storage occupancies designed to be leased or rented individually the following minimum requirements for lights and receptacles shall be provided:

Exterior lighting providing a minimum 2.0 foot-candle illumination at the ground level at the center of the entry door of each unit.

18.16.080 Reserved.

18.16.090 Section 230.28 Service Masts as Supports, amended.

NFPA 70 National Electrical Code, 2020 Edition, Section 230.28, Service Masts as Supports, is hereby amended to read as follows:

230.28. Service Masts as Supports.

(a) Where a service mast is used for the support of service-drop conductors, it shall be of rigid metal conduit or intermediate metal conduit supported and anchored to safely withstand the strain imposed by the service drop. All mast fittings shall be identified for use with service masts. Only power service-drop conductors shall be permitted to be attached to a service mast.

(b) All other service masts shall be of rigid metal conduit, intermediate metal conduit, or

electrical metallic tubing.

18.16.110 Section 230.70 General, (A)(1), amended.

NFPA 70 National Electrical Code, 2020 Edition, Section 230.70 General, (A) Location, (1) Readily Accessible Location, is hereby amended to read as follows:

230.70 General. (A) Location, (1) Readily Accessible Location.

(1) Readily Accessible Location.

(a) Services rated 800 amps or less. A load-break rated meter disconnect shall be installed on the exterior of the building or structure adjacent to and not more than five (5) feet from the meter. The service disconnecting means is allowed to meet this requirement if installed in compliance with this proximity requirement and the requirements of the NEC. If the service disconnecting means is located more than five feet from the meter, a separate and additional load-break rated meter disconnect that meets this proximity requirement is required on the supply (line) side of the service disconnecting means.

(b) Services rated over 800 amps. The service disconnecting means shall be located not more than five (5) feet, measured vertically and horizontally, from the point where the service conductors enter the building or structure.

18.16.120 Section 230.70.1 "Six Hand Movement", added.

NFPA 70 National Electrical Code, 2020 Edition, Section 230.70.1, "Six Hand Movement", is hereby added to read as follows:

230.70.1 "Six Hand Movement".

"Six Hand Movement" rule will apply to switches or circuit breakers used to disconnect feeders only. A "main" switch or circuit breaker will be required ahead of any branch circuit overcurrent protection.

18.16.230 Section 406.8 Receptacles in Damp or Wet Locations (G) Air Condition Equipment, added.

NFPA 70 National Electrical Code, 2020 Edition, Section 406.8 Receptacles in Damp or Wet Locations, is hereby amended to add paragraph (G) Air Condition Equipment, to read as follows:

406.8 Receptacles in Damp or Wet Locations.

(G) Air Condition Equipment.

Receptacles used solely for the maintenance of air condition equipment will not be required to have "In Use" type covers.

18.16.240 Section 410.36 Means of Support (B) Suspended Ceilings, amended.

NFPA 70 National Electrical Code, 2020 Edition, Section 410.36 Means of Support, (B) Suspended Ceilings, is hereby amended to delete the last sentence as follows:

410.36 Means of Support, (B) Suspended Ceilings, Luminaires installed in suspended ceilings shall be securely attached to building structure from above at appropriate levels.

18.16.250 Section 422.12 Central Heating Equipment, amended.

NFPA 70 National Electrical Code, 2020 Edition, Section 422.12 Central Heating Equipment, is hereby amended to read as follows:

422.12 Central Heating Equipment. Central heating equipment other than fixed electric space-heating equipment shall be supplied by an individual branch circuit.

Exception 1: Auxiliary equipment, such as pump, valve, humidifier, or electrostatic air cleaner directly associated with the heating equipment, shall be permitted to be connected to the same branch circuit.

Exception 2: Evaporative coolers may be supplied by the same individual branch circuit supplying the central heating equipment in residential occupancies only, provided the loads are non-coincidental.

18.16.260 Section 590.4 General (K) Temporary Service Poles, added.

NFPA 70 National Electrical Code, 2020 Edition, Section 590.4 General, is hereby amended to add paragraph (K) Temporary Service Poles, to read as follows:

590.4 General.

(K) Temporary Service Poles.

Temporary service poles shall be a minimum of four (4) inch by four (4) inch treated wood posts, or four (4) inch diameter round treated poles securely imbedded in the earth.

18.16.270 Section 600.10 Portable or Mobile Signs, deleted.

NFPA 70 National Electrical Code, 2020 Edition, Section 600.10 Portable or Mobile Signs, is hereby deleted in its entirety.

18.16.280 Section 600.43 Miscellaneous Provisions, added.

NFPA 70 National Electrical Code, 2020 Edition, Section 600.43 Miscellaneous Provisions, is hereby added to read as follows:

600.43 Miscellaneous Provisions.

(A) Sign circuits shall contain a copper grounding conductor deriving from the circuit's supply source; exterior locations shall terminate in a weatherproof box and cover. Taps in metallic raceways shall not be allowed as the grounding means.

(B) All sign installations shall maintain a clearance from adjacent power lines as follows:

Voltage—Line Ground	To	H Minimum Horizontal Clearance (ft.)	V Minimum Measured Diagonally Vertically Clearance (ft.) Either or	V Over Catwalks Clearance Either Vertically (ft.) or Under Minimum Measured Diagonally or

Guy Wires and Neutrals	3	3	10.5
0—750 V Supply Cables Meeting Rule 230C2 and 230C3 NESC, 1997	3.5	3.5	11
0—750 V Open Conductors N.E.S.E. Rule 230C2 and 230C3	5.5	6	11.5
750V—22KV	7.5	8	13.5

Notes to table:

1. Signs should never hang over any adjacent power circuits.
2. Voltages are line to ground on a Y-Circuit with multi-ground neutral or between phases on an underground circuit.

18.16.290 Section 725.41 Class 1 Circuit Classifications and Power Source Requirements (C) Transformers for Class 2 and Class 3 low voltage Circuits, added.

NFPA 70 National Electrical Code, 2020 Edition, Section 725.41 Class 1 Circuit Classifications and Power Source Requirements, is hereby amended to add paragraph (C) Transformers for Class 2 and Class 3 low voltage Circuits, to read as follows:

725.41 Class 1 Circuit Classifications and Power Source Requirements.

(C) Transformers for Class 2 and Class 3 low voltage Circuits.

(1) Transformers for Class 2 and Class 3 low voltage circuits shall be accessible.

(2) Transformers for Class 2 and Class 3 low voltage circuits shall be installed in accordance with their listing.

18.16.300 Errata, adopted.

Errata to the 2020 NEC Code issued by the National Fire Protection Association is hereby adopted and shall become part of this Code.

18.16.310 Conflicting ordinances.

All ordinances and parts of ordinances in conflict with the provisions of this chapter are hereby repealed as follows: Ordinance No. 014308, 12-14-1999 and Ordinance No. 15900, 09-28-2004.

SECTION 6. That Title 18 (Building and Construction), Chapter 18.20 (Plumbing Code) is hereby amended as follows:

Chapter 18.20 – PLUMBING CODE

18.20.010 Short title.

This chapter may be cited as the "Plumbing Code."

18.20.020 Adoption.

The book entitled "International Plumbing Code," 2021 Edition, a copy of which authenticated by the city clerk is on file in the city clerk's office, is adopted as the Plumbing Code of the city, as fully as if copied at length in this chapter, but with the changes set forth in this chapter and Chapter 18.02, the Building and Administrative Code of the City of El Paso.

18.20.020.1 Reserved.

18.20.030 Section 312.10.3 Backflow Inspection Records, added.

International Plumbing Code, 2021 Edition, Section 312.10.3 Backflow Inspection Records, is hereby added to read as follows:

312.10.3 Backflow Inspection Records. Records of inspections, tests and maintenance of the backflow assemblies shall be kept and made available to the building official upon request and to the El Paso Water Utilities in accordance with the rules and regulations of the public service board. Records shall indicate the procedure performed (inspection, test or maintenance), the organization that performed the work, the results and the date. Records shall be maintained by the owner, tenant or responsible person.

18.20.040 Section 403.3 Required public toilet facilities, exception added.

International Plumbing Code, 2021 Edition, Section 403.3 Required public toilet facilities, is hereby amended to add the following exception at the end of the section:

Exception: Small tenancies and areas located in stand-alone buildings or tenancies. Customers, patrons, visitors and employees need not be provided with public toilet facilities in small tenancies located in stand-alone buildings, structures or facilities when all of the following conditions are met:

1. The gross floor area of the tenancy does not exceed 200 square feet; and
2. The building, or structure is not used for the preparation, storage handling and sale of potentially hazardous food as defined in the Texas Food Establishment Rules of the Texas Department of State Health Services; and
3. Toilet facilities are provided elsewhere on the same site within 200 lineal feet of travel distance from the exempted tenancy; and
4. The site is provided with the minimum number of facilities required by International Plumbing Code, 2015 Edition, Section 403 and Table 403.1, and the owner or tenant in

control of the toilet facilities required in condition 3, shall furnish to the building official a written and notarized statement that customers, visitors, patrons and employees of the exempted tenancy will have access to and use of these facilities; and structures used for the preparation, storage, handling and sale of food shall be connected to a water supply and provided with utensil and hand washing facilities as required by Title 9.12 of the City Code.

18.20.050 Section 412.5 Floor drains in mechanical rooms and boiler rooms, added.

International Plumbing Code, 2021 Edition, Section 412.5 Floor drains in mechanical rooms and boiler rooms is hereby added to read as follows:

Mechanical equipment rooms, boiler rooms and all similar equipment rooms shall have an approved floor drain for disposing of accumulation of liquid wastes incident to cleaning or recharging such equipment. Such floor drains shall be equipped with an approved trap priming or trap seal device as required in IPC Section 1002.4.

18.20.060 Section 417.5.3 Shower receptor, added.

International Plumbing Code, 2021 Edition, Section 417.5.3 Shower Receptor, is hereby added to read as follows:

421.5.1.1 Shower Receptor. Shower receptors shall have a finished curb, dam or threshold not less than one (1) inch below the sides and back of the receptor. The curb shall be not less than two (2) inches nor more than nine (9) inches in depth when measured from the top of the curb to the top of the drain. The finished floor shall slope uniformly toward the drain not less than one-fourth ($\frac{1}{4}$) inch per foot nor more than one-half ($\frac{1}{2}$) inch, and floor drains shall be flanged to provide a watertight joint in the floor.

421.5.2 Shower Linings. All shower receptors shall be provided with an approved lining, except as noted herein. The adjoining walls and floors, enclosing field-constructed shower receptors shall be lined with copper or other approved materials listed in this Code, extending not less than three (3) inches beyond or around the rough jambs and not less than three (3) inches above finished thresholds. Recessed shower compartments need not be lined, provided the compartment is formed of concrete, is recessed a minimum of four (4) inches below the adjacent floor level, and the concrete is not less than three and one-half ($3\frac{1}{2}$) inches thick with an ultimate compressive strength of not less than two thousand (2000) pounds per square inch.

421.3 Shower Waste Outlet An approved flanged drain shall be installed with shower sub-pans or linings. The flange shall be flush with the sub-base and be equipped with a clamping ring or other device to make a water-tight connection between the lining and the drain. The flange shall have weep holes to ensure constant drainage of water to sanitary drainage system. Shower receptacle waste outlets shall be not less than two (2) inches in diameter and shall have a removable strainer.

18.20.070 Section 604.8.3 Accessibility, added.

International Plumbing Code, 2021 Edition, Section 604.8.3 Accessibility, is hereby added to read as follows:

604.8.3 Accessibility. Installation shall be such as to make the regulator accessible without

excavating or removing permanent structural or finished portions of the structure.

18.20.080 Reserved.

18.20.090 Reserved.

18.20.100 Section 605.4 Water Distribution Pipe, amended.

International Plumbing Code, 2021 Edition, Section 605.4 Water distribution pipe, is hereby amended to read as follows:

605.4 Water distribution pipe. Water distribution pipe shall conform to NSF 61 and shall conform to one of the standards listed in Table 605.4 Copper or copper alloy tubing used in inaccessible water distribution piping under slabs shall be minimum Type L. Any material subject to corrosion shall be protected when used in corrosive soils. All hot water distribution pipe and tubing shall have a minimum pressure rating of 100 psi at 180°F.

18.20.110 Section 608.16.5, Connections to lawn irrigation systems, amended.

International Plumbing Code, 2021 Edition, Section 608.16.5, Connections to lawn irrigation systems, is hereby amended to read as follows:

608.16.5 Connections to lawn irrigation systems. The potable water supply to lawn irrigation systems shall be protected against backflow by a pressure-type vacuum breaker or a reduced pressure principle backflow-preventer. Where chemicals are introduced into the system, the potable water supply shall be protected against backflow by a reduced pressure principle backflow-preventer.

18.20.120 Section 701.2 Sewer required, amended.

International Plumbing Code, 2021 Edition, Section 701.2, Sewer required, is hereby amended to read as follows:

701.2 Sewer required. Every building in which plumbing fixtures are installed and all premises having drainage piping shall be connected to a public sewer.

Exception: When a public sewer is not available within 300 feet of the property, an individual or private sewage disposal system may be utilized provided that such system is designed, installed and maintained in accordance with the requirements of Chapter 18.21 of the City Code.

18.20.130 Reserved.

18.20.140 Reserved.

18.20.150 Reserved.

18.20.160 Section 708.1.3 Building drain and building sewer junction, amended.

International Plumbing Code, 2021 Edition, Section 708.1.3, Building drain and building sewer junction, is hereby amended to read as follows:

708.1.3 Building drain and building sewer junction. There shall be a cleanout near the junction of the building drain and the building sewer. The cleanout shall be outside the building and shall be brought up to the finished ground level within ten (10) feet of the structure. An approved two-way cleanout is allowed as an alternative at this location to serve as a required cleanout for both the building drain and building sewer.

18.20.170 Section 802.1.9 Condensate and Evaporative Cooler Waste, added.

International Plumbing Code, 2021 Edition, Section 802.1.9 Condensate and Evaporative Cooler Waste, is hereby added to read as follows:

802.1.9 Condensate and Evaporative Cooler Waste. Waste from evaporative cooler's automatic water draining systems and condensate from air conditioner units, shall discharge into the building drainage system through an indirect waste line or discharged so that the effluent is used for watering landscaping or other vegetation.

Section 903.1.1 amended.

903.1.1 Roof extension. Open vent pipes that extend through a roof shall be terminated not less than 12 inches above the roof.

18.20.180 Section 1003.3.1.1 No water-jacketed grease trap, added.

International Plumbing Code, 2021 Edition, Section 1003.3.1.1 No water-jacketed grease trap, is hereby added to read as follows:

1003.3.1.1 No water-jacketed grease trap. No water-jacketed grease trap or grease interceptor shall be approved or installed.

18.20.190 Table 1003.3.5.1 Capacity of Grease Interceptors, amended.

International Plumbing Code, 2021 Edition, Table 1003.3.5.1 Capacity of Grease Interceptors, is hereby amended to read as follows:

Table		1003.3.5.1
Capacity of Grease Traps		
Total Flow-Through Rating (gpm)	Grease-Retention Capacity (pounds)	
20 or less	40	
25	50	
35	70	
50	100	

18.20.200 Section 1003.5 Sand interceptors in commercial establishments, amended.

International Plumbing Code, 2021 Edition, Section 1003.5 Sand interceptors in commercial establishments, is hereby amended to read as follows:

1003.5 Sand Interceptors in Commercial Establishments. Sand and similar interceptors or

traps for heavy solids shall have a water seal of not less than six (6) inches. Traps shall have a minimum of two compartments. Each compartment shall be a minimum of 30 inches by 30 inches with a minimum depth of three (3) feet, covered with a removable grating that will allow the free entrance of waste. Trap walls and bottom shall be of concrete made watertight.

Exception: Sand traps are not required in commercial facilities containing less than 4 washing machines.

1003.5.1. Waste Line shall be a minimum of four (4) inches for uses other than residential swimming pools in which case the waste line may be three (3) inches. Outlet pipe shall leave the trap at a point not less than six (6) inches nor more than twelve (12) inches above the bottom and must rise vertically outside to the top of the trap where a properly sized cleanout shall be provided and formed by an inverted wye (y) so installed that the point of intersection of the wye (y) branches shall form the seal. Such seal shall be no less than twelve (12) inches in depth.

1003.5.2. Sand Traps installed within thirty (30) feet from a 3 or 4 inch stack shall have a (2) inch vent; sand traps installed over thirty (30) feet from a 3 or 4 inch stack shall have a three (3) inch vent.

18.20.220 Appendix B is adopted in its entirety.

18.20.222 Appendix C is adopted in its entirety.

18.20.224 Appendix D is adopted in its entirety.

18.20.226 Appendix E is adopted in its entirety.

18.20.230 Conflicting ordinances.

All ordinances and parts of ordinances in conflict with the provisions of this chapter are hereby repealed.

18.20.240 Section 603.1.1 Protection of Water Service Entrance, added.

International Plumbing Code, 2021 Edition, Section 603.1.1 Protection of Water Service Entrance is hereby added to read as follows:

603.1.1 Protection of Water Service Entrance. Water service entrance and risers to all structures shall be on the heated side of a conditioned space.

18.20.250 Section 603.1.2 Plumbing within exterior walls, added.

International Plumbing Code, 2021 Edition, Section 603.1.2 Plumbing within exterior walls is hereby added to read as follows:

603.1.2 Plumbing within exterior walls. Placement of plumbing within exterior walls is prohibited unless the walls are at minimum, 2 by 6 walls and adequate provision is made to protect such pipes from freezing in accordance with Section 305.6 of the International Plumbing Code. Placement of water lines in ceiling areas is prohibited unless the water lines

are placed on the warm side with a minimum of 10 inch insulation on the exterior/roof side of the structure.

Exceptions:

- a. A service entrance may enter a non-conditioned space provided that the riser/service entrance is within an approved, heated valve protective enclosure also known as a "hot box", or
- b. Cross linked polyethylene, also known as PEX, or approved equal, is used as the service entrance material, and
- c. Any hose bibs installed shall be freeze proof.

18.20.260 Conflicting Ordinances.

All ordinances and parts of ordinances in conflict with the provision of this chapter are hereby repealed.

SECTION 7. That Title 18 (Building and Construction), Chapter 18.24 (Gas Code) is hereby amended as follows:

Chapter 18.24 – GAS CODE

18.24.010 Short title.

This chapter may be cited as the "Gas Code."

18.24.020 Adoption.

The book entitled "International Fuel Gas Code," 2021 Edition, a copy of which authenticated by the city clerk is on file in the city clerk's office, is adopted as the Gas Code of the city, as fully as if copied at length in this chapter, but with the changes set forth in this chapter and Chapter 18.02, the Building and Administrative Code of the City of El Paso.

18.24.030 Reserved

18.24.040 Section 311 Accessible and acceptable location, added.

International Fuel Gas Code, 2021 Edition, Section 311 Accessible and Acceptable Location, is hereby added to read as follows:

311 Accessible and Acceptable Location. A meter location, when required, shall be provided for the building or premises to be served. The location shall be such that the meter and connections are accessible in order that they may be read or changed. Space requirements, dimensions, and type of installation shall be acceptable to the gas company. Meter location will be determined by the utility company in conformance with their service franchise.

18.24.050 Section 401.2 Liquefied petroleum gas storage, amended.

International Fuel Gas Code, 2021 Edition, Section 401.2, Liquefied petroleum gas storage, is hereby amended to read as follows:

401.2 Liquefied petroleum gas. The storage system for liquefied petroleum gas shall be designed, installed and an operational permit obtained, in accordance with the Fire Code.

Exception: Liquefied petroleum gas system shall not be installed in Group R1, R2, R3 and R4 occupancies when a natural gas utility supply pipe is available within 1,000 feet of the buildings.

18.24.060 Reserved.

18.24.070 Section 406.4 Test pressure measurement, amended.

International Fuel Gas Code, 2021 Edition, Section 406.4 Test pressure measurement, is hereby amended to read as follows:

406.4 Test pressure measurement. Test pressure shall be measured with a manometer or with a pressure-measuring device designed and calibrated to read, record, or indicate a

pressure loss caused by leakage during the pressure test period. The source of pressure shall be isolated before the pressure tests are made. Mechanical gauges used to measure test pressures shall have a range such that the highest end of the scale is not greater than two (2) times the test pressure. Tests requiring a pressure of 10 psi or less shall utilize a testing gauge having increments of 0.20 psi or less. Tests requiring a pressure greater than 10 psi but less than or equal to 100 psi shall utilize a testing gauge having increments of 1 psi or less. Tests requiring a pressure of greater than 60 psi shall utilize a testing gauge having increments of 2 psi or less.

18.24.080 Section 406.4.1. Test pressure, Low Pressure Gas Piping, added.

International Fuel Gas Code, 2021 Edition, Section 406.4.1 Test pressure, Low Pressure Gas Piping is hereby added to read as follows:

406.4.1.1 Test pressure. Low pressure gas piping shall withstand a pressure of at least 10 psi or 16 inches of mercury. Higher pressure gas piping shall withstand a pressure of at least 60 psi on a clock gauge with a printed record chart. For the purposes of this section, "low pressure" shall mean pressure equal to or less than 0.5 psi.

18.24.090 Section 406.4.2 Test duration, amended.

International Fuel Gas Code, 2021 Edition, Section 406.4.2 Test duration, is hereby amended to read as follows:

406.4.2 Test duration. Test duration shall be not less than 15 minutes for low pressure gas piping and not less than 4 hours for higher pressure gas piping.

18.24.100 Section 406.4.3 Manufactured homes, added.

International Fuel Gas Code, 2021 Edition, Section 406.4.3 Manufactured homes, is hereby added to read as follows:

406.4.3. Manufactured Homes. Appliance installations in manufactured housing meeting the requirements of the Texas Manufactured Housing Standards Act, or in industrialized housing or industrialized buildings meeting the requirements of the Texas Industrialized Housing and Building Act or bearing the Federal Compliance Plate (ANSI-A119.1), including the appliance connections and the fuel gas piping system, shall not be subject to the provisions of this Code except for the-test provisions of International Fuel Gas Code, Section 406.

18.24.110 Section 417 Over 1-psi gas piping, added.

International Fuel Gas Code, 2021 Edition, Section 417 Over 1-psi gas piping, is hereby added to read as follows:

Section 417

OVER 1-PSI GAS PIPING

417.1 Scope and Responsibility. Under this section appear additional fundamental requirements for the installation of consumer gas piping system using over 1-psi gas pressure. Responsibility for observing these requirements shall rest with the installing agency.

417.2 Requirements. The requirements of the Gas Code are applicable to over 1-psi gas piping installations except as such requirements are modified in this chapter. Over 1-psi gas piping systems designed in accordance with this chapter and other requirements of this Code are intended for use where the building service regulator has been set to deliver gas at over 1-psi.

417.3 Over 1-PSI Piping System. Systems designed for over 1-psi gas pressure downstream of the meter shall adhere to all requirements of this Code, of the Gas Utility, and as follows:

1. Drawings and calculations, including site plan and gas piping diagrams shall be submitted to the Gas Utility for approval.
2. The gas pressure shall be regulated to ounces before entering any building or structure, unless otherwise approved by the Gas Utility.
3. All underground lines and above-ground lines within six (6) inches of the ground shall be of wrapped steel. Joints in underground lines and above-ground lines within six (6) inches of the ground shall be welded. Approved plastic pipe may be installed underground, outside buildings, without wrapping.
4. All above-ground lines installed more than six (6) inches above the ground inside buildings shall be of wrapped or bare steel and shall use only welded pipe joints.
5. Gas lines, located outside buildings, and more than 6 inches above ground and operating at up to 5-psi pressure may be installed with approved threaded joints.

18.24.112 Appendix A – Sizing and Capacities of Gas Piping, is adopted in its entirety.

18.24.114 Appendix B – Sizing of venting systems serving appliances equipped with draft hoods, Category I appliance and appliance listed for use with Type B vents, is adopted in its entirety.

18.24.116 Appendix C – Exit terminals of mechanical draft and direct-vent venting systems, is adopted in its entirety.

18.24.118 Appendix D – Recommend procedure for safety inspection of an existing appliance installation, is adopted in its entirety.

18.24.120 Conflicting ordinances.

All ordinances and parts of ordinances in conflict with the provisions of this chapter are hereby repealed.

SECTION 8. That Title 18 (Building and Construction), Chapter 18.28 (Existing Building Code) is hereby amended as follows:

Chapter 18.28 – EXISTING BUILDING CODE

18.28.010 Short title.

This chapter may be cited as the "Existing Building Code."

18.20.020 Adoption.

The book entitled "International Existing Building Code" 2021 Edition, a copy of which authenticated by the city clerk is on file in the city clerk's office, is adopted as the Existing Building Code of the city, as fully as if copied at length in this chapter. but with the changes set forth in this chapter and Chapter 18.02, the Building and Administrative Code of the City of El Paso.

18.28.030 Reserved

18.28.040 Reserved

18.28.050 Reserved

18.28.060 Reserved

18.28.070 Reserved

18.28.080 Reserved

18.28.090 Reserved

18.28.100 Reserved

18.28.110 Reserved

18.28.120 Reserved

18.28.130 Section 1012 Energy, added.

International Existing Building Code, 2021 Edition, Section 1012 Energy, is hereby amended to add an exception to read as follows:

1012 Energy. Buildings forty years or older undergoing a change in occupancy that would result in an increase in demand for either fossil fuel or electrical energy do not need to comply with the International Energy Conservation Code.

18.28.140 Section 612 Compliance with the Vacant Premises/Building Code, added.

International Existing Building Code, 2021 Edition, Section 902.3 612 Compliance with the Vacant Premises/Building Code, is hereby added to read as follows:

902.3.612 Compliance with the Vacant Premises/Building Code. Where the character or use of an existing building or part of an existing building is identified as a vacant building/area in accordance with 18.40 of the El Paso City Code, commonly referred to as the Vacant Premises/Building Code, the building shall then comply with all of the applicable requirements of the Vacant Building Code.

18.28.150 Section 701.1 Scope, amended.

International Existing Building Code, 2021 Edition, Section 701 Scope, is hereby amended to add the following:

701.1 Scope. Level 1 alterations as described in Section 602, shall comply and include, the removal and replacement or the covering of existing materials, elements, equipment, or fixtures using new materials, elements, equipment, or fixtures that serve the same purpose, as well as alterations described in Level 2 where change of use does not affect occupant load. Level I alterations shall comply with the requirements of Chapter 7. Level 1 alterations to historic buildings shall comply with this chapter, except as modified in Chapter 12.

18.28.160 Reserved

18.28.170 Section 803.4.3 Fire sprinkler system supplemental installation requirements, added.

International Existing Building Code, 2021 Edition, Section 803.4.3 Fire sprinkler system supplemental installation requirements, is hereby added to read as follows:

803.4.3 Fire sprinkler system supplemental installation requirements. Where the work area in a building is required to be provided with automatic sprinkler protection in accordance with the International Building Code, an approved water supply riser pipe and stub out shall be installed as a component of the automatic sprinkler system to allow for future distribution and interconnection of an automatic sprinkler system to other work areas above and below the present work area.

Exception: If the Fire Code official determines that it is technically infeasible to design and install an automatic sprinkler system, work areas shall be protected throughout all occupiable spaces by an automatic fire detection system that activates the occupant notification system in accordance with the International Building Code.

18.28.180 Section 804.2.6 Fire wall alternative, added.

International Existing Building Code, 2021 Edition, Section 804.2.6 Fire wall alternative, is hereby added to read as follows:

804.2.6 Fire wall alternative. In other than Groups H, F-1 and S-1, fire barriers and horizontal assemblies constructed in accordance with the International Building Code shall be permitted to be used in lieu of fire walls to subdivide the building into separate buildings for the purpose of complying with the area limitations required for the new occupancy where

all of the following conditions are met:

1. The buildings are protected throughout with an automatic sprinkler system in accordance with the International Fire Code.
2. The maximum allowable area between fire barriers, horizontal assemblies, or any combination thereof shall not exceed the maximum allowable area determined in accordance with Chapter 5 of the International Building Code without an increase allowed for an automatic sprinkler system in accordance with Section 506 of the International Building Code.
3. The fire-resistance rating of the fire barriers and horizontal assemblies shall not be less than that specified for fire walls in Table 706.4 of the International Building Code.

Exception: Where horizontal assemblies are used to limit the maximum allowable area, the required fire resistance rating of the horizontal assemblies shall be permitted to be reduced by 1 hour provided the height and number of stories increases allowed for an automatic sprinkler system by Section 504.2 of the International Building Code are not used for the buildings.

18.28.190 Section 806.4.2 Kitchens, amended.

International Existing Building Code, 2021 Edition, Section 806.4.2 Kitchens, is hereby amended to read as follows:

806.4.2 Kitchens. Kitchens shall have a minimum of three separate and remote duplex receptacle outlets.

18.28.200 Section Reserved.

18.28.220 Appendix A, Guidelines for the Seismic Retrofit of Existing Buildings, adopted.

International Existing Building Code, 2021 Edition, Appendix A, Guidelines for the Seismic Retrofit of Existing Buildings, is hereby adopted in its entirety.

18.28.230 Appendix B Supplementary Accessibility Requirements for Existing Buildings and Facilities, adopted.

International Existing Building Code, 2021 Edition, Appendix B Supplementary Accessibility Requirements for Existing Buildings and Facilities, is hereby adopted in its entirety.

18.28.240 Appendix C Guidelines for the Wind Retrofit of Existing Buildings is hereby adopted.

International Existing Building Code, 2021 Edition, Appendix C Guidelines for the Wind Retrofit of Existing Buildings is hereby adopted in its entirety.

18.28.250 Conflicting ordinances.

All ordinances and parts of ordinances in conflict with the provisions of this chapter are hereby repealed.

SECTION 9. That Title 18 (Building and Construction, Chapter 18.30 (Pool and Spa Code is hereby amended as follows:

Chapter 18.30 – POOL AND SPA CODE

18.30.010 Short title.

This chapter may be cited as the "Pool and Spa Code."

18.30.020 Adoption.

The book entitled "International Swimming Pool and Spa Code, 2021 Edition, a copy of which authenticated by the City Clerk is on file in the City Clerk's Office, is adopted as the Pool & Spa Code of the City.

18.30.030 Chapter 1, Scope and Administration.

18.30.040 Chapter 2, Definitions.

18.30.050 Chapter 3, General Compliance.

International Swimming Pool and Spa Code, 2021 Edition, Section 306.10 Deck width, is hereby added to read as follows:

310.6 Deck width. Residential pools and spas shall be provided with a three-foot-wide, slip resistant, perimeter deck surrounding at least sixty-five percent of the swimming pool or spa

18.30.060 Chapter 4, Public Swimming Pools.

18.30.070 Chapter 5, Public Spas and Public Exercise Spas.

18.30.080 Chapter 6, Aquatic Recreation Facilities.

18.30.090 Chapter 7, On-ground Storable Residential Swimming Pools.

18.30.100 Chapter 8, Permanent In-Ground Residential Pools.

18.30.110 Chapter 9, Permanent Residential Spas and Permanent Residential Exercise Spas.

18.30.120 Chapter 10, Portable Residential Spas and Portable Residential Exercise Spas.

18.30.130 Chapter 11, Referenced Standards.

18.30.140 Conflicting Ordinances.

All ordinances and parts of ordinances in conflict with the provision of this chapter are hereby repealed.

SECTION 10. That Title 18 (Building and Construction), Chapter 18.50 (Property Maintenance Code) is hereby amended as follows:

Chapter 18.50 – PROPERTY MAINTENANCE CODE

18.50.010 Short title.

This chapter may be cited as the "Property Maintenance Code."

18.50.020 Adoption.

The book entitled "International Property Maintenance Code," 2021 Edition, a copy of which authenticated by the city clerk is on file in the city clerk's office, is adopted as the Property Maintenance Code of the city, as fully as if copied at length in this chapter, but with the amendments set forth in this chapter and Chapter 18.02, the Building and Administrative Code of the City of El Paso.

18.50.025 Section 102.7 Applicability.

102.7 Historic Buildings. Replaced:

The provisions of this code shall be mandatory for existing buildings or premises designated or determined to be of historic value by the Historic Preservation Office.

18.50.026 – Section 103 – Code Compliance Agency, amended

Section 103 – Code Compliance Agency, Replaced:

Section 103 – Division of Property Maintenance & Zoning with
Planning & Inspections Department.

18.50.027-Section 111.2-Closing of vacant structures.

If the structure is vacant and unfit for human habitation and occupancy, and is not in danger of structural collapse, the code official is authorized to post a placard of condemnation on the premises and order the structure closed up within reasonable time specified so as not to be an attractive nuisance. Upon failure of the owner or owner's authorized agent to close up the premises within the time specified in the order, the code official shall cause the premises to be closed and secured through any available public agency or by contract or arrangement by private persons and the cost thereof shall be charged against the real estate upon which the structure is located and shall be a lien upon such real estate and shall be collected by any other legal resource.

18.50.028 – Section 111.2.1 – Authority to disconnect service utilities, amended.

International Property Maintenance Code, 2021 Edition, Section 111.2.1 Authority to disconnect service utilities, is hereby amended to read as follows:

111.2.1 Authority to disconnect service utilities. Authority to disconnect service utilities shall be identified in accordance with the requirements of Chapter 18.02.111.10 of the City Code.

18.50.030 Section 202 General Definitions, amended.

International Property Maintenance Code, 2021 Edition, Section 202 General Definitions is hereby amended to add the following definitions to read as follows:

BOARD. The Building and Standards Commission for the City of El Paso.

HISTORIC BUILDING.

Item 4. A building, object, site or structure that is forty-five years or older and is determined by the Historic Landmark Commission to be of historical, cultural, architectural or archaeological importance, and where demolition or destruction would constitute a loss to the quality and character of El Paso.

OFFICIAL. The building official or any duly authorized representative or designee of the city manager.

OVERLAY ZONING DISTRICT. A district established by ordinance to prescribe special regulations to be applied to a site in combination with the underlying or base district.

REASONABLE TIME. The term "reasonable time" shall have a meaning of 14 calendar days

STREET FRONTAGE. The length of the elevation or façade of a structure facing a public street or parking area, including main and any secondary public access to the structure. Structures on corner lots will be considered to have two street frontages.

URBAN NUISANCE. A premises or structure that is dilapidated, substandard, or unfit for human habitation and a hazard to the public health, safety and welfare.

STREET FACADE. The elevation of the structure facing or abutting a public street including the main public access or entry to the structure.

VACANT. The term "vacant" shall have the meaning as defined in Chapter 18.40 of this title.

VACANT PREMISES. A structure having vacant or unoccupied floors, suites, and/or tenant spaces

18.50.040 Section 301.1 Scope, amended.

International Property Maintenance Code, 2021 Edition, Section 301.1 Scope is hereby amended to read as follows:

301.1 Scope. The provisions of this chapter shall govern the minimum conditions and the responsibilities of persons for maintenance of structures, equipment and exterior property and shall apply to both vacant and occupied structures and premises.

18.50.050 Section 302.2 Grading and drainage, amended.

International Property Maintenance Code, 2021 Edition, Section 302.2 Grading and Drainage, is hereby amended to read as follows:

302.2 Grading and drainage. All premises shall be graded and/or maintained to prevent the erosion of soil and to prevent the accumulation of stagnant water thereon, or within any

structure located thereon.

Exception: Approved retention areas and reservoirs.

18.50.055 – Section 302.3 – Sidewalks and Driveways, amended.

International Property Maintenance Code, 2021 Edition, Section 302.3 Sidewalks and Driveways, is hereby amended to read as follows:

302.3 Sidewalks and Driveways shall be in accordance with the requirements of Chapter 13.04.050 & 13.12.220 of the City Code for maintenance of sidewalks and driveways

18.50.060 Section 302.4 Weeds, amended.

International Property Maintenance Code, 2021 Edition, Section 302.4 Weeds, is hereby amended to read as follows:

302.4 Weeds, Trash, Rubbish and other Matter. All premises and exterior property shall be maintained free from weeds or plant growth in accordance with Chapter 9.04 of the City Code.

18.50.065 - Section 302.8 Motor vehicles, amended.

International Property Maintenance Code, 2021 Edition, Section 302.8 Motor vehicles, is hereby amended to read as follows:

302.8 Motor Vehicles shall be in accordance with the requirements of Chapter 9.08 of the City Code.

18.50.070 Section 304.3 Premises identification, amended.

International Property Maintenance Code, 2021 Edition, Section 304.3 Premises Identification, is hereby amended to read as follows:

304.3 Premises Identified. Premises shall be identified in accordance with the requirements of Chapter 18.08 or 18.10 of the City Code.

18.50.80 Section 304.14 Insect screens, amended.

International Property Maintenance Code, 2021 Edition, Section 304.14 Insect screens, is hereby amended to read as follows:

304.14 Insect Screens. Every door, window and other outside opening required for ventilation of habitable rooms, food preparation areas, food service areas or any areas where products to be included or utilized in food for human consumption are processed, manufactured, packaged or stored, shall be supplied with approved tightly fitting screens of not less than 16 mesh per inch (16 mesh per 25 mm) and every swinging door shall have a self-closing device in good working condition.

Exception: Screens shall not be required where other approved means, such as air curtains or insect repellent fans, are employed.

18.50.81 - Section 308.1 Accumulation of rubbish or garbage, amended.

International Property Maintenance Code, 2021 Edition, Section 308.1 Accumulation of rubbish or garbage, is hereby amended to read as follows:

308.1 Accumulation of rubbish or garbage shall be in accordance with the requirements of Chapter 9.04 of the City Code.

18.50.82 - Section 308.2 Disposal of rubbish, amended.

International Property Maintenance Code, 2021 Edition, Section 308.2 Disposal of rubbish, is hereby amended to read as follows:

308.2 Disposal of rubbish shall be in accordance with the requirements of Chapter 9.04 of the City Code

18.50.83 - Section 308.2.1 Rubbish storage facilities, amended.

International Property Maintenance Code, 2021 Edition, Section 308.2.1 Rubbish storage facilities, is hereby amended to read as follows:

308.2.1 Rubbish storage facilities shall be in accordance with the requirements of Chapter 9.04 of the City Code.

18.50.84 - Section 308.2.2 Refrigerators, amended.

International Property Maintenance Code, 2021 Edition, Section 308.2.2 Refrigerators, is hereby amended to read as follows:

308.2.2 Refrigerators shall be in accordance with the requirements of Chapter 10.24.030 of the City Code.

18.50.85 - Section 308.3 Disposal of garbage, amended.

International Property Maintenance Code, 2021 Edition, Section 308.3 Disposal of garbage, is hereby amended to read as follows:

308.3 Disposal of garbage shall be in accordance with the requirements of Chapter 9.04 of the City Code.

18.50.86 - Section 308.3.1 Garbage facilities, amended.

International Property Maintenance Code, 2021 Edition, Section 308.3.1 Garbage facilities, is hereby amended to read as follows:

308.3.1 Garbage facilities shall be in accordance with the requirements of Chapter 9.04 of the City Code

18.50.87 - Section 308.3.2 Containers, amended.

International Property Maintenance Code, 2021 Edition, Section 308.3.2 Containers, is hereby amended to read as follows:

308.3.2 Containers shall be in accordance with the requirements of Chapter 9.04 of the City Code.

18.50.090 Section 310 Additional requirements for vacant structures/premises, added.

International Property Maintenance Code, 2021 Edition, Section 310 Additional requirements for vacant structures/premises, is hereby added to read as follows:

Section 310 Additional requirements for vacant structures/premises.

310.1 Street façade/frontage windows and doors. On the street façade/frontage, the exterior surface of any window shall not be covered by any substance or adhesive material sprayed, painted or otherwise applied to the windows. All street façade/frontage windows and doors having cracked, broken or missing glass or glazing material shall be repaired and replaced with glass and glazing material in a manner compatible with the original design of the structure.

Exceptions: The required glazing of street frontage windows and doors may be substituted with artistic panels under the following conditions.

1. The artistic panels and their installation are limited to the first floor, or must present an aesthetically unified façade/frontage design and must comply with the boarding standards represented in the International Property Maintenance Code Appendix A.
2. Artistic panels proposed as an alternate to the glazing requirements on a structure within an overlay district shall be subject to approval by the overlay district administrator.
3. Building owners desiring to install artistic panels on a structure in a historic district must first apply for and receive a certificate of appropriateness prior to installation.
4. Windows on all occupied floors shall be kept in sound condition, good repair and weather tight. All glazing materials shall be maintained free from cracks and holes. Artistic panels shall not be applied to windows or doors on occupied floors. All windows and doors shall be maintained and secured to prevent unauthorized entry.

310.3 Historic Buildings. Any restoration, rehabilitation, maintenance or demolition of a historic building and any building with a historic zoning overlay is subject to the requirements of this chapter and chapter 20.20 of this Code, and whichever being the more restrictive shall govern.

18.50.100 Section 501.1 Scope, amended.

International Property Maintenance Code, 2021 Edition, Section 501.1 Scope, is hereby amended to read as follows:

501.1 Scope. The provisions of this chapter shall govern the minimum plumbing systems, facilities and plumbing fixtures to be provided for both vacant and occupied structures and

premises.

18.50.120 Section 601.1 Scope, amended.

International Property Maintenance Code, 2021 Edition, Section 601.1 Scope, is hereby amended to read as follows:

601.1 Scope. The provisions of this chapter shall govern the minimum mechanical and electrical facilities and equipment to be provided for both vacant and occupied structures and premises.

18.50.121 - Section 602.2 Residential occupancies, amended.

International Property Maintenance Code, 2021 Edition, Section 602.2 Residential occupancies, is hereby amended to read as follows:

602.2 Residential occupancies shall be identified in accordance with the requirements of Chapter 18.10.060-Section R303.9 Required heating of the City Code.

18.50.122 - Section 602.3 Heat Supply, amended.

International Property Maintenance Code, 2021 Edition, Section 602.3 Heat Supply, is hereby amended to read as follows:

602.3 Heat Supply shall be in accordance with the requirements of Chapter 18.10.060 and 18.08.170 of the City Code.

18.50.123 - Section 602.4 Occupiable work spaces, amended.

International Property Maintenance Code, 2021 Edition, Section 602.4 Occupiable work spaces, is hereby amended to read as follows:

602.4 Occupiable work spaces shall be in accordance with the requirements of Chapter 18.08.170 of the City Code.

18.50.124 - Section 602.5 Room temperature measurement, amended.

International Property Maintenance Code, 2021 Edition, Section 602.5 Room temperature measurement, is hereby amended to read as follows:

602.5 Room temperature measurement shall be identified in accordance with the requirements of Chapter 18.10.060 and 18.08.170 of the City Code

18.50.130 Section 605.2 Receptacles, added.

International Property Maintenance Code, 2021 Edition, Section 605.2 Receptacles, is hereby amended to read as follows:

605.2 Receptacles. Added.

Every new countertop outlet within five feet of the flood rim of the kitchen sink shall be a ground fault circuit interrupter receptacle.

18.50.140 Section 605.3 Luminaires, amended.

International Property Maintenance Code, 2021 Edition, Section 605.3 Luminaires, is hereby amended to read as follows:

605.3 Lighting Fixtures. Every public hall, interior stairway, toilet room, kitchen, bathroom, laundry room, boiler room, furnace room, attached garage, and detached garage with electric power shall be provided with at least one wall switch controlled ceiling or wall type light fixture. Pool and spa luminaires over 15 volt shall have ground fault circuit interrupter protection.

18.50.150 Section 701.1 Scope, amended.

International Property Maintenance Code, 2021 Edition, Section 701.1 Scope, is hereby amended to read as follows:

701.1 Scope. The provisions of this chapter shall govern the minimum conditions and standards for fire safety relating to structures and exterior premises, including fire safety facilities and equipment to be provided, for both vacant and occupied structures and premises.

18.50.160 Appendix A, Boarding Standard, adopted.

International Property Maintenance Code, 2021 Edition, Appendix A, Boarding Standard, is hereby adopted in its entirety.

18.50.170 Appendix A, Boarding Standard, Section A101.1 General, amended.

International Property Maintenance Code, 2021 Edition, Appendix A, Boarding Standard, Section A101.1 General, is hereby amended to read as follows:

A101.1 General. Except as otherwise required by this chapter, all windows and doors shall be boarded in an approved manner to prevent entry by unauthorized persons and shall be painted to correspond to the color of the existing structure.

18.50.180 Conflicting ordinances.

All ordinances and parts of ordinances in conflict with the provisions of this chapter are hereby repealed.

SECTION 11. That Title 18 (Building and Construction), Chapter 18.60 (Flood Damage Prevention) is hereby amended as follows:

Chapter 18.60 – FLOOD DAMAGE PREVENTION CODE

Chapter 18.60 FLOOD DAMAGE PREVENTION*

Article I. Statutory Authorization—Findings of Fact—Purpose—Methods

18.60.010 Statutory authorization.

The Legislature of the State of Texas has, in the Flood Control and Insurance Act (Article 16.311, V.T.C.A., Water Code), delegated the responsibility to local governmental units to adopt regulations designed to minimize flood losses. Therefore, the city council of the city does adopt this chapter.

18.60.020 Findings of fact.

- A. The flood hazard areas of El Paso are subject to periodic inundation which results in loss of life and property, health and safety hazards, disruption of commerce and governmental services, and extraordinary public expenditures for flood protection and relief, all of which adversely affect the public health, safety and general welfare.
- B. These flood losses are created by the cumulative effect of obstructions in floodplains which cause an increase in flood heights and velocities, and by the occupancy of flood hazard areas by uses vulnerable to floods and hazardous to other lands because they are inadequately elevated, floodproofed or otherwise protected from flood damage.

18.60.030 Statement of purpose.

It is the purpose of this chapter to promote the public health, safety and general welfare and to minimize public and private losses due to flood conditions in specific areas by provisions designed to:

- A. Protect human life and health;
- B. Minimize expenditure of public money for costly flood control projects;
- C. Minimize the need for rescue and relief efforts associated with flooding and generally undertaken at the expense of the general public;
- D. Minimize damage to public facilities and utilities such as water and gas mains, electric, telephone and sewer lines, streets and bridges located in floodplains;
- E. Help provide information regarding flood-prone areas to the public.

18.60.040 Methods of reducing flood losses.

In order to accomplish its purposes, this chapter uses the following methods:

- A. Restrict or prohibit uses that are dangerous to health, safety or property in times of flood, or cause excessive increases in flood heights or velocities;

- B. Require that uses vulnerable to floods, including facilities which serve such uses, be protected against flood damage at the time of initial construction;
- C. Control the alteration of natural floodplains, stream channels, and natural protective barriers which are involved in the accommodation of floodwaters;
- D. Control filling, grading, dredging and other development which may increase flood damage;
- E. Prevent or regulate the construction of flood barriers which will unnaturally divert floodwaters or which may increase flood hazards to other lands.

Article II. Definitions

18.60.050 Generally.

Unless specifically defined below, words or phrases used in this chapter shall be interpreted to give them the meaning they have in common usage and to give this chapter its most reasonable application.

18.60.060 Flood control definitions.

As used in this chapter:

"Alluvial fan flooding" means flooding occurring on the surface of an alluvial fan or similar landform which originates at the apex and is characterized by high-velocity flows; active processes of erosion, sediment transport, and deposition and unpredictable flow paths.

"Apex" means a point on an alluvial fan or similar landform below which the flow path of the major stream that formed the fan becomes unpredictable and alluvial fan flooding can occur.

"Appeal" means a request for a review of the floodplain administrator's interpretation of any provisions of this chapter or a request for a variance in improved and unimproved real estate, including but not limited to buildings or other structures, mining, dredging, filling, grading, paving, excavation or drilling operations.

"Appurtenant structure" means a structure which is on the same parcel of property as the principal structure to be insured and the use of which is incidental to the use of the principal structure.

"Area of future conditions flood hazard" means the land area that would be inundated by the one-percent-annual chance (100 year) flood based on future conditions hydrology.

"Area of shallow flooding" means a designated AO, AH, AR/AO, AR/AH, or VO zone on a community's Flood Insurance Rate Map (FIRM) with a one percent or greater annual chance of flooding to an average depth of one to three feet where a clearly defined channel does not exist, where the path of flooding is unpredictable and where velocity flow may be evident. Such flooding is characterized by ponding or sheet flow.

"Area of special flood hazard" means the land in the floodplain within a community subject to a one percent or greater chance of flooding in any given year. The area may be designated as Zone A on the Flood Hazard Boundary Map (FHBM). After detailed rate making has been completed in preparation for publication of the FIRM, Zone A usually is refined into Zones A,

AO, AH, A1-30, AE, A99, AR, AR/A1-30, AR/AE, AR/AO, AR/AH, AR/A, VO, V1-30, VE or V.

"Base flood" means the flood having a one-percent chance of being equaled or exceeded in any given year.

"Base flood elevation (BFE)" means the computed elevation to which floodwater is anticipated to rise during the base flood. Base flood elevations (BFEs) are shown on flood insurance rate maps (FIRMs) and on flood profile.

"Basement" means any area of the building having its floor subgrade (below ground level) on all sides.

"Breakaway wall" means a wall that is not part of the structural support of the building and is intended through its design and construction to collapse under specific lateral loading forces, without causing damage to the elevated portion of the building or supporting foundation system.

"Critical feature" means an integral and readily identifiable part of a flood protection system, without which the flood protection provided by the entire system would be compromised.

"Development" means any manmade change to improved or unimproved real estate, including but not limited to buildings or other structures, mining, dredging, filling, grading, paving, excavation or drilling operations or storage of equipment or materials.

"Elevated building" means, for insurance purposes, a non-basement building, which has its lowest elevated floor, raised aboveground level by foundation walls, shear walls, posts, piers, pilings or columns.

"Existing construction" means for the purposes of determining rates, structures for which the "start of construction" commenced before the effective date of the FIRM or before January 1, 1975, for FIRMs effective before that date. "Existing construction" may also be referred to as "existing structures."

"Existing manufacture home park or subdivision" means a manufactured home park or subdivision for which the construction of facilities for servicing the lots on which the manufactured homes are to be affixed (including, at a minimum, the installation of utilities, the construction of streets, and either final site grading or the pouring of concrete pads) is completed before the effective date of the floodplain management regulations adopted by a community.

"Expansion to an existing manufactured home park or subdivision" means the preparation of additional sites by the construction of facilities for servicing the lots on which the manufactured homes are to be affixed (including the installation of utilities, the construction of streets, and either final site grading or the pouring of concrete pads).

"Flood" or "flooding" means a general and temporary condition of partial or complete inundation of normally dry land areas from:

1. The overflow of inland or tidal waters;
2. The unusual and rapid accumulation or runoff of surface waters from any source.

"Flood elevation study" means an examination, evaluation and determination of flood hazards and, if appropriate, corresponding water surface elevations, or an examination, evaluation and determination of mudslide (i.e., mudflow) and/or flood-related erosion hazards.

"Flood Insurance Rate Map (FIRM)" means an official map of a community, on which the

Federal Emergency Management Agency has delineated both the areas of special flood hazards and the risk premium zones applicable to the community.

"Flood Insurance Study (FIS)" see "Flood elevation study" as the definition.

"Floodplain" or "flood-prone area" means any land area susceptible to being inundated by water from any source (see definition of flooding).

"Floodplain management" means the operation of an overall program of corrective and preventive measures for reducing flood damage, including but not limited to emergency preparedness plans, flood control works and floodplain management regulations.

"Floodplain management regulations" means zoning ordinances, subdivision regulations, building codes, health regulations, special purpose ordinances (such as a floodplain ordinance, grading ordinance and erosion control ordinance) and other applications of police power. The term describes such state or local regulations, in any combination thereof, which provide standards for the purpose of flood damage prevention and reduction.

"Floodproofing" means any combination of structural and nonstructural additions, changes, or adjustments to structures which reduce or eliminate flood damage to real estate or improved real property, water and sanitary facilities, structures and their contents.

"Flood protection system" means those physical structural works for which funds have been authorized, appropriated, and expended and for which improvements have been constructed specifically to modify flooding in order to reduce the extent of the areas within a community subject to a "special flood hazard" and the extent of the depths of associated flooding. Such a system typically includes hurricane tidal barriers, dams, reservoirs, levees or dikes. These specialized flood modifying works are those constructed in conformance with sound engineering standards.

"Floodway (regulatory floodway)" means the channel of a river or other watercourse and the adjacent land areas that must be reserved in order to discharge the base flood without cumulatively increasing the water surface elevation more than a designated height.

"Floodway" see "Regulatory floodway."

"Functionally dependent use" means a use which cannot perform its intended purpose unless it is located or carried out in close proximity to water. The term includes only docking facilities, port facilities that are necessary for the loading and unloading of cargo or passengers, and ship building and ship repair facilities, but does not include long-term storage or related manufacturing facilities.

"Habitable floor" means any floor usable for the following purposes which include working, sleeping, eating, cooking or recreation, or a combination thereof. A floor used for storage purposes only is not a "habitable floor."

"Highest adjacent grade" means the highest, natural elevation of the ground surface prior to construction next to the proposed walls of a structure.

"Historic structure" means any structure that is:

1. Listed individually in the national register of historic places (a listing maintained by the Department of Interior) or preliminarily determined by the Secretary of the Interior as meeting the requirements for individual listing on the national register;

2. Certified or preliminarily determined by the Secretary of the Interior as contributing to the historical significance of a registered historic district or a district preliminarily determined by the secretary to qualify as a registered historic district;
3. Individually listed on a state inventory of historic places in states with historic preservation programs which have been approved by the Secretary of the Interior; or
4. Individually listed on a local inventory of historic places in communities with historic preservation programs that have been certified either:
 - a. By an approved state program as determined by the Secretary of the Interior, or
 - b. Directly by the Secretary of the Interior in states without approved programs.

"Levee" means a manmade structure, usually an earthen embankment, designed and constructed in accordance with sound engineering practices to contain, control or divert the flow of water so as to provide protection from temporary flooding.

"Levee system" means a flood protection system which consists of a levee, or levees, and associated structures, such as closure and drainage devices, which are constructed and operated in accordance with sound engineering practices.

"Lowest floor" means the lowest floor of the lowest enclosed area (including basement). An unfinished or flood-resistant enclosure, usable solely for parking of vehicles, building access or storage in an area other than a basement area is not considered a building's lowest floor; provided that such enclosure is not built so as to render the structure in violation of the applicable non-elevation design requirement of Section 60.3 of the National Flood Insurance Program regulations.

"Manufactured home" means a structure transportable in one or more sections, which is built on a permanent chassis and is designed for use with or without a permanent foundation when connected to the required utilities. For floodplain management purposes the term "manufactured home" also includes park trailers, travel trailers, and other similar vehicles placed on a site for greater than one hundred eighty consecutive days. For insurance purposes the term "manufactured home" does not include park trailers, travel trailers and other similar vehicles.

"Manufactured home park or subdivision" means a parcel (or contiguous parcels) of land divided into two or more manufactured home lots for rent or sale.

"Mean sea level" means for purposes of the National Flood Insurance Program, the National Geodetic Vertical Datum (NGVD) of 1929 or other datum, to which base flood elevations shown on a community's Flood Insurance Rate Map are referenced.

"New construction" means, for the purposes of determining insurance rates, structures for which the "start of construction" commenced on or after the effective date of an initial FIRM or after December 31, 1974, whichever is later, and includes any subsequent improvements to such structures. For floodplain management purposes, new construction means structures for which the start of construction commenced on or after the effective date of floodplain management regulation adopted by community and includes any subsequent improvements to such structures.

"New manufactured home park or subdivision" means a manufactured home park or subdivision or which the construction of facilities for servicing the lots on which the manufactured homes are to be affixed (including at a minimum, the installation of utilities, the construction of streets, and either final site grading or the pouring of concrete pads) is completed on or after the effective date of floodplain management regulations adopted by a community.

"Recreational vehicle" means a vehicle which is (i) built on a single chassis; (ii) four hundred square feet or less when measured at the largest horizontal projections; (iii) designed to be self-propelled or permanently towable by a light duty truck; and (iv) designed primarily not for use as a permanent dwelling but as temporary living quarters for recreational, camping, travel, or seasonal use.

"Regulatory floodway" means the channel of a river or other watercourse and the adjacent land areas that must be reserved in order to discharge the base flood without cumulatively increasing the water surface elevation more than a designated height.

"Riverine" means relating to, formed by, or resembling a river (including tributaries), stream, brook, etc.

"Special flood hazard area" see "Area of special flood hazard."

"Start of construction," (for other than new construction or substantial improvements under the Coastal Barrier Resources Act [Pub. L. 97-348]), includes substantial improvement and means the date the building permit was issued, provided the actual start of construction, repair, reconstruction, rehabilitation, additional placement, or other improvement was within one hundred eighty days of the permit date. The actual start means either the first placement of permanent construction of a structure on a site, such as the pouring of slab or footings, the installation of piles, the construction of columns, or any work beyond the stage of excavation; or the placement of a manufactured home on a foundation. Permanent construction does not include land preparation, such as clearing, grading and filling; nor does it include the installation of streets and/or walkways; nor does it include excavation for basement, footings, piers or foundations or the erection of temporary forms; nor does it include the installation on the property of accessory buildings, such as garages or sheds not occupied as dwelling units or not part of the main structure. For a substantial improvement, the actual start of construction means the first alteration of any wall, ceiling, floor, or other structural part of a building, whether or not that alteration affects the external dimensions of building.

"Structure" means, for floodplain management purposes, a walled and roofed building including a gas or liquid storage tank, that is principally above ground, as well as a manufactured home.

"Substantial damage" means damage of any origin sustained by a structure whereby the cost of restoring the structure to its before damaged condition would equal or exceed fifty percent of the market value of the structure before the damage occurred.

"Substantial improvement" means any reconstruction, rehabilitation, addition, or other improvement of a structure, the cost of which equals or exceeds fifty percent of the market value of the structure before "start of construction" of the improvement. This term includes structures, which have incurred "substantial damage," regardless of the actual repair work performed. The term does not, however, include either: (1) any project for improvement of a structure to correct existing violations of state or local health, sanitary, or safety code specifications which have been identified by the local code enforcement official and which are the minimum necessary to assure safe living conditions; or (2) any alteration of a "historic structure," provided that the alteration will not preclude the structure's continued designation as a "historic structure."

"Variance" means a grant of relief by a community from the terms of a floodplain management regulation. (For full requirements see Section 60.6 of the National Flood Insurance

Program regulations.)

"Violation" means the failure of a structure or other development to be fully compliant with the community's floodplain management regulations. A structure or other development without the elevation certificate, other certifications, or other evidence of compliance required in Section 60.3(b)(5), (c)(4), (c)(10), (d)(3), (e)(2), (e)(4), or (e)(5) of the National Flood Insurance Program regulations is presumed to be in violation until such time as that documentation is provided.

"Water surface elevation" means the height, in relation to the National Geodetic Vertical Datum (NGVD) of 1929 (or other datum, where specified), of floods of various magnitudes and frequencies in the floodplains of coastal or riverine areas.

Article III. General Provisions

18.60.070 Lands to which this chapter applies.

This chapter shall apply to all areas of special flood hazard within the jurisdiction of the city.

18.60.080 Basis for establishing the areas of special flood hazard.

The areas of special flood hazard identified by the Federal Emergency Management Agency (FEMA) in a scientific and engineering report, entitled "The Flood Insurance Study for the City of El Paso," (FIS), with accompanying Flood Insurance Rate Maps and Flood Boundary-Floodway Maps (FIRM and FBFM) utilizing the most current effective documents and any revisions thereto, are adopted by reference and declared to be a part of this chapter.

18.60.090 Establishment of development permit.

Development permits shall be used to ensure conformance with the provisions of this chapter.

18.60.100 Compliance.

No structure or land shall hereafter be located, altered, or have its use changed without full compliance with the terms of this chapter and other applicable regulations.

18.60.110 Abrogation and greater restrictions.

This chapter is not intended to repeal, abrogate or impair any existing easements, covenants or deed restrictions. However, where this chapter and another conflict or overlap, whichever imposes the more stringent restrictions shall prevail.

18.60.120 Interpretation.

In the interpretation and application of this chapter, all provisions shall be (1) considered as minimum requirements; (2) liberally construed in favor of the governing body; and (3) deemed neither to limit nor repeal any other powers granted under state statutes.

18.60.130 Warning and disclaimer of liability.

The degree of flood protection required by this chapter is considered reasonable for regulatory

purposes and is based on scientific and engineering considerations. On rare occasions, greater floods can and will occur and flood heights may be increased by manmade or natural causes. This chapter does not imply that land outside the areas of special flood hazard or uses permitted within such areas will be free from flooding or flood damages. This chapter shall not create liability on the part of the community or any official or employee thereof for any flood damages that result from reliance on this chapter or any administrative decision lawfully made thereunder.

Article IV. Administration

18.60.140 Designation of the floodplain administrator.

The city manager shall designate a Texas licensed professional engineer as the floodplain administrator to administer and implement the provisions of this chapter and other appropriate sections of 44 CFR (National Flood Insurance Program regulations) pertaining to floodplain management.

18.60.150 Duties and responsibilities of the floodplain administrator.

Duties and responsibilities of the floodplain administrator shall include, but not be limited to, the following:

- A. Maintain and hold open for public inspection all records pertaining to the provisions of this chapter;
- B. Review permit applications to determine whether proposed building sites will be reasonably safe from flooding;
- C. Review, approve or deny all applications for development permits required by adoption of this chapter;
- D. Review permits for proposed development to assure that all necessary permits have been obtained from those federal, state or local governmental agencies (including Section 404 of the Federal Water Pollution Control Act Amendments of 1972, 33 USC 1334) from which prior approval is required;
- E. Where interpretation is needed as to the exact location of the boundaries of the areas of special flood hazards (for example, where there appears to be a conflict between a mapped boundary and actual field conditions), the floodplain administrator shall make the necessary interpretation;
- F. Notify, in riverine situations, adjacent communities and the state coordinating agency, which is the Texas Department of Water Resources, prior to any alteration or relocation of a watercourse, and submit evidence of such notification to the Federal Emergency Management Agency;
- G. Assure that the flood-carrying capacity within the altered or relocated portion of any watercourse is maintained;
- H. When base flood elevation data has not been provided in accordance with Section 18.60.080, the floodplain administrator shall obtain, review and reasonably utilize any base flood elevation data and floodway data available from a federal, state or other source, in order to administer the provisions of this chapter;

- I. When a regulatory floodway has not been designated, the floodplain administrator must require that no new construction, substantial improvements or other development (including fill) shall be permitted within Zones A1-30 and AE on the community's FIRM, unless it is demonstrated that the cumulative effect of the proposed development, when combined with all other existing and anticipated development, will not increase the water surface elevation of the base flood more than one foot at any point within the community;
- J. Maintain surveillance over the operational and maintenance condition of the flood control system to ensure its safe and effective functioning; notify the street director of any required maintenance and/or repair work;
- K. Conduct an annual inspection of the flood control system and provide a written inspection report, including an assessment of the operational condition, safety, effectiveness and maintenance condition of the system, and a line item list of required special maintenance or repairs, to the city manager or his designee and the director of the department of transportation, or to such other person, agency, department or entity as may be appropriate pursuant to other ordinances adopted by the city;
- L. Review the annual schedule of maintenance for flood control facilities prepared by the street director and forward the annual schedule to the city manager or designee, or to such other person, agency, department or entity as may be appropriate pursuant to other ordinances adopted by the city, with appropriate recommendations regarding any changes to frequency or nature of maintenance work proposed and/or requirements for special maintenance or repair;
- M. Under the provisions of 44 CFR Chapter 1, Section 65.12, of the National Flood Insurance Program regulations, a community may approve certain development in Zones A1-30, AE, AH, on the community's FIRM which increases the water surface elevation of the base flood by more than one foot, provided that the community first completes all of the provisions required by Section 65.12.

18.60.160 Duties and responsibilities of the city manager or designee.

The city manager or his designee shall, to the extent that the following duties and responsibilities have not been delegated or assumed by another person, agency, department or entity pursuant to other ordinances adopted by the city:

- A. Exercise overall management control of the construction, operation and maintenance of the flood control system;
- B. Review, revise and approve the annual schedule of maintenance of the flood control system submitted by the street director;
- C. Allocate resources as required to assure the timely execution of the annual maintenance schedule and the safe and effective operation of the flood control system.

18.60.170 Duties and responsibilities of the director of the department of transportation.

The director of the department of transportation shall, to the extent that the following duties and responsibilities have not been delegated or assumed by another person, agency, department or

entity pursuant to other ordinances adopted by the city:

- A. Be the custodian of the flood control system, including all dams, detention all retention basins, outlet works, channels, pumping stations and all other public drainage conveyance structures;
- B. Maintain and repair the system to ensure its safety and operational capability;
- C. Maintain full-time surveillance of the operational readiness of the system. Immediately notify the city manager or his designee and the floodplain administrator of any system component that is in a state of reduced operational readiness;
- D. Direct the operation of the system during storms and flooding to maximize the effectiveness of the system in reducing damage to public and private property and danger to public safety;
- E. Participate in the annual inspection of the flood control system conducted by the floodplain administrator;
- F. Prepare and submit to the floodplain administrator an annual schedule of maintenance and repair to the flood control system;
- G. Carry out the annual schedule of maintenance repair as approved by the city manager or his designee.

18.60.180 Development permit procedures.

- A. Application for a floodplain development permit shall be presented to the floodplain administrator on forms furnished by him/her and may include, but not be limited to, plans in duplicate drawn to scale showing the location, dimensions, and elevation of proposed landscape alterations, existing and proposed structures, including the placement of manufactured homes, and the location of the foregoing in relation to areas of special flood hazard. Additionally, the following information is required:
 - 1. Elevation (in relation to mean sea level) of the lowest floor (including basement) of all new and substantially improved structures;
 - 2. Elevation in relation to mean sea level to which any nonresidential structure shall be flood proofed;
 - 3. A certificate from a Texas licensed professional engineer that the nonresidential floodproofed structure shall meet the floodproofing criteria of Section 18.60.200(B) of this chapter;
 - 4. Description of the extent to which any watercourse or natural drainage will be altered or relocated as a result of proposed development;
 - 5. Maintain a record of all such information in accordance with Section 18.60.150(A) of this chapter.
- B. Approval or denial of a building or grading permit by the floodplain administrator shall be based on all of the provisions of this chapter and the following relevant factors:
 - 1. The danger to life and property due to flooding or erosion damage;

2. The susceptibility of the proposed facility and its contents to flood damage and the effect of such damage on the individual owner;
3. The danger that materials may be swept onto other lands to the injury of others;
4. The compatibility of the proposed use with existing and anticipated development as determined by the planning official;
5. The safety of access to all buildings in the time of flood;
6. The expected heights, velocity, duration, rate of rise and sediment transport of the floodwaters and the effects of wave action, if applicable, expected at the site;
7. The justification of the proximity of the facility to the abutting floodway, where applicable;
8. The availability of alternate locations, not subject to flooding or erosion damage, for the proposed use;
9. The relationship of the proposed use to the comprehensive plan for that area.

C. Variance Procedures.

1. The construction board of appeals shall hear and render judgment on requests for variances from the requirements of this chapter.
2. The construction board of appeals shall hear and render judgment on an appeal only when it is alleged there is an error in any requirement, decision, or determination made by the floodplain administrator in the enforcement or administration of this chapter.
3. Any person or persons aggrieved by the decision of the construction board of appeals may appeal such decision in the courts of competent jurisdiction.
4. The floodplain administrator shall maintain a record of all actions involving an appeal and shall report variances to the Federal Emergency Management Agency upon request.
5. Variances may be issued for the reconstruction, rehabilitation or restoration of structures listed on the National Register of Historic Places or the State Inventory of Historic Places, without regard to the procedures set forth in the remainder of this chapter.
6. Variances may be issued for new construction and substantial improvements to be erected on a lot of one-half acre or less in size contiguous to and surrounded by lots with existing structures constructed below the base flood level, providing the relevant factors in subsection B of this section have been fully considered. As the lot size increases beyond the one-half acre, the technical justification required for issuing the variance increases.
7. Upon consideration of the factors noted above and the intent of this chapter, the construction board of appeals may attach such conditions to the granting of variances as it deems necessary to further the purpose and objectives of this chapter.
8. Variances shall not be issued within any designated floodway if any increase in flood levels during the base flood discharge would result.
9. Variances may be issued for the repair or rehabilitation of historic structures upon a determination that the proposed repair or rehabilitation will not preclude the structure's

continued designation as a historic structure and the variance is the minimum necessary to preserve the historic character and design of the structure.

10. Prerequisites for granting variances:

- a. Variances shall only be issued upon a determination that the variance is the minimum necessary, considering the flood hazard, to afford relief.
- b. Variances shall only be issued upon: (i) showing a good and sufficient cause; (ii) a determination that failure to grant the variance would result in exceptional hardship to the applicant, and (iii) a determination that the granting of a variance will not result in increased flood heights, additional threats to public safety, extraordinary public expense, create nuisances, cause fraud on or victimization of the public, or conflict with the El Paso City Code.
- c. Any application to which a variance is granted shall be given written notice that the structure will be permitted to be built with the lowest floor elevation below the base flood elevation, and that the cost of flood insurance will be commensurate with the increased risk resulting from the reduced lowest floor elevation.

11. Variances may be issued by a community for new construction and substantial improvements and for other development necessary for the conduct of a functionally dependent use provided that (i) the criteria outlined in subsections (C)(1) through (9) of this section are met, and (ii) the structure or other development is protected by methods that minimize flood damages during the base flood and create no additional threats to public safety.

- D. Development permit review fees for any Federal Emergency Management Agency (FEMA) applications shall be as established by city council in the annual budget resolution.

Article V. Provisions for Flood Hazard Reduction

18.60.190 General standards.

In all areas of special flood hazards, the following provisions are required for all new construction and substantial improvements:

- A. All new construction or substantial improvements shall be designed or modified and adequately anchored to prevent flotation, collapse or lateral movement of the structure resulting from hydrostatic pressure and hydrostatic loads, including the effects of buoyancy;
- B. All new construction or substantial improvements shall be constructed by methods and practices that minimize flood damage;
- C. All new construction or substantial improvements shall be constructed with materials resistant to flood damage;
- D. All new construction or substantial improvements shall be constructed with electrical, heating, ventilation, plumbing and air conditioning equipment and other service facilities that are designed and/or located so as to prevent water from entering or accumulating within the components during conditions of flooding, and be elevated a minimum of 1

foot above the BFE;

- E. All new and replacement water supply systems shall be designed to minimize or eliminate infiltration of floodwaters into the system;
- F. New and replacement sanitary, sewage systems shall be designed to minimize or eliminate infiltration of floodwaters into the system and discharge from the systems into floodwaters; and
- G. On-site waste disposal systems shall be located to avoid impairment to them or contamination from them during flooding.

18.60.200 Specific standards.

In all areas of special flood hazards where base flood elevation data has been provided as set forth in (a) Section 18.60.080, (b) Section 18.60.150(H), or (c) Section 18.60.210(B) of this chapter, the following provisions are required:

- A. Residential Construction. New construction and substantial improvement of any residential structure shall have the lowest floor (including basement) be elevated a minimum of 1 foot above the BFE. A Texas registered professional engineer, architect, or land surveyor shall submit a Federal Emergency Management Agency National Flood Insurance Program Elevation Certificate to the floodplain administrator that the standard of this subsection as proposed in Section 18.60.180(A)(1) of this chapter is satisfied.
- B. Nonresidential Construction. New construction and substantial improvements of any commercial, industrial or other nonresidential structure shall have either the lowest floor (including basement) be elevated a minimum of 1 foot above the base flood elevation or, together with appurtenant utility and sanitary facilities, be designed so that at least 1 foot above the BFE the structure is watertight with walls substantially impermeable to the passage of water and with structural components having the capability, of resisting hydrostatic and hydrodynamic loads and effects of buoyancy. A Texas registered professional engineer or architect shall develop and/or review structural design, specifications and plans for the construction, and shall certify that the design and methods of construction are in accordance with accepted standards of practice as outlined in this subsection. A record of such certification, which includes the specific elevation (in relation to mean sea level) to which such structures are floodproofed, shall be maintained by the floodplain administrator.
- C. Enclosures. New construction and substantial improvements, with fully enclosed areas below the lowest floor that are usable solely for parking of vehicles, building access or storage in an area other than a basement and which are subject to flooding shall be designed to automatically equalize hydrostatic flood forces on exterior walls by allowing for the entry and exit of floodwaters. Designs for meeting this requirement must either be certified by a Texas registered professional engineer or architect or meet or exceed the following minimum criteria:
 - 1. A minimum of two openings having a total net area of not less than one square inch for every square foot of enclosed area subject to flooding shall be provided.
 - 2. The bottom of all openings shall be no higher than one foot above grade.
 - 3. Openings may be equipped with screens, louvers, valves or other coverings or

devices provided that they permit the automatic entry and exit of floodwaters.

D. Manufactured Homes.

1. Require that all manufactured homes to be placed within Zone A on a community's FHBM or FIRM shall be installed using methods and practices which minimize flood damage. For the purposes of this requirement, manufactured homes must be elevated and anchored to resist flotation, collapse, or lateral movement. Methods of anchoring may include, but are not limited to, use of over-the-top or frame ties to ground anchors. This requirement is in addition to applicable state and local anchoring requirements for resisting wind forces.
 2. Require that manufactured homes that are placed or substantially improved within Zones A1-30, AH, and AE on the community's FIRM on sites (i) outside of a manufactured home park or subdivision, (ii) in a new manufactured home park or subdivision, (iii) in an expansion to an existing manufactured home park or subdivision, or (iv) in an existing manufactured home park or subdivision on which a manufactured home has incurred "substantial damage" as a result of a flood, be elevated on a permanent foundation such that the lowest floor of the manufactured home is elevated a minimum of 1 foot above the BFE and be securely anchored to an adequately anchored foundation system to resist flotation, collapse, and lateral movement.
 3. Require that manufactured homes be placed or substantially improved on sites in an existing manufactured home park or subdivision with Zones A1-30, AH and AE on the community's FIRM that are not subject to the provisions of this section be elevated so that either:
 - a. The lowest floor of the manufactured home is elevated a minimum of 1 foot above the base flood elevation; and
 - b. The manufactured home chassis is supported by reinforced piers or other foundation elements adequately anchored to foundation system to resist flotation, collapse, and lateral movement.
- E. Recreational Vehicles.** Require that recreational vehicles placed on sites within Zones A1-30, AH and AE on the community's FIRM either (i) be on the site for fewer than one hundred eighty consecutive days, or (ii) be fully licensed and ready for highway use, or (iii) meet the permit requirements of Section 18.60.180(A), and the elevation and anchoring requirements for "manufactured homes" in subsection A of this section. A recreational vehicle is ready for highway use if it is on its wheels or jacking system, is attached to the site only by quick disconnect type utilities and security devices, and has no permanently attached additions.

18.60.210 Standards for proposed subdivision.

- A. All subdivision proposals, including manufactured home parks and subdivisions, shall be consistent with Sections 18.60.020, 18.60.030 and 18.60.040 of this chapter.
- B. All proposals for the development of subdivisions, including manufactured home parks and subdivisions, shall meet building and grading permit requirements of Sections 18.60.090 and

18.60.180 and the provisions of this chapter.

- C. Base flood elevation data shall be generated for subdivision proposals and other proposed developments, including manufactured home parks and subdivisions which are greater than fifty lots or five acres, whichever is lesser, if not otherwise provided pursuant to Section 18.60.080 or Section 18.60.150(H) of this chapter.
- D. All subdivision proposals, including manufactured home parks and subdivisions, shall have adequate drainage provided to reduce exposure to flood hazards.
- E. All subdivision proposals, including manufactured home parks and subdivisions, shall have public utilities and facilities such as sewer, gas, electrical and water systems located and constructed to minimize or eliminate flood damage.

18.60.220 Standards for areas of shallow flooding (AO/AH zones).

Located within the areas of special flood hazard established in Section 18.60.080 are areas designated as shallow flooding. These areas have special flood hazard associated with base flood depths of one to three feet where a clearly defined channel does not exist and where the path of flooding is unpredictable, and where velocity flow may be evident such flooding is characterized by ponding or sheet flow; therefore, the following provisions apply:

- A. All new construction and substantial improvements of residential structures shall:
 - 1. Have the lowest floor (including basement, machinery, and equipment servicing the building) elevated above the highest adjacent grade (HAG) to at least 1 foot above the depth number specified in feet on the community's FIRM, or at least 3 feet if no depth number is provided.
- B. All new construction and substantial improvements of nonresidential structures shall:
 - 1. Have the lowest floor (including basement, machinery, and equipment servicing the building) elevated above the highest adjacent grade (HAG) to at least 1 foot above the depth number specified in feet on the community's FIRM, or at least 3 feet if no depth number is provided; or
 - 2. Together with attendant utility and sanitary facilities be designed so that below the base specified flood depth in an AO Zone, or below the base flood elevation in an AH zone, level the structure is watertight with walls substantially impermeable to the passage of water and with structural components having the capability of resisting hydrostatic and hydrodynamic loads of effects of buoyancy.
- C. A Texas registered professional engineer or architect shall submit a certification to the floodplain administrator that the standards of this section, as proposed in Section 18.60.180(A)(3) of this chapter, are satisfied.
- D. Within Zone AH or AO, adequate drainage paths shall be required around structures on slopes, to guide floodwaters around and away from proposed structures.

18.60.230 Floodways.

Located within areas of special flood hazard established in Section 18.60.080 of this chapter, are areas designated as floodways. Since the floodway is an extremely hazardous area due to the velocity of floodwaters

which carry debris, potential projectiles and erosion potential, the following provisions shall apply:

- A. Encroachments are prohibited, including fill, new construction, substantial improvements and other development within the adopted regulatory floodway unless it has been demonstrated through hydrologic and hydraulic analyses performed in accordance with standard engineering practice that the proposed encroachment would not result in any increase in flood levels within the community during the occurrence of the base flood discharge.
- B. If subsection A of this section is satisfied, all new construction and substantial improvements shall comply with all applicable flood hazard reduction provisions of this chapter.
- C. Under the provisions of 44 CFR Chapter 1, Section 65.12, of the National Flood Insurance Program Regulation, a community may permit encroachments within the adopted regulatory floodway that would result in an increase in base flood elevations, provided that the community first completes all of the provisions required by Section 65.12.

18.60.240 Violation.

- A. It is unlawful for any person to violate any provision of this chapter.
- B. Any person violating any provision of this chapter shall be deemed guilty of a misdemeanor and shall be punished as provided in Sections 1.08.010 through 1.08.030 of this Code.

SECTION 12. That Title 18 (Building and Construction), Chapter 18.70 (Energy Conservation Code) is hereby amended as follows:

Chapter 18.70 – ENERGY CONSERVATION CODE

18.70.010 Short title.

This chapter may be cited as the "Energy Conservation Code."

18.70.020 Adoption.

The book entitled "International Energy Conservation Code," 2021 Edition, a copy of which authenticated by the city clerk is on file in the city clerk's office, is adopted as the Existing Building Code of the city, in its entirety as fully as if copied in length in this chapter.

18.70.030 Reserved

18.70.040 Reserved

18.70.050 Reserved

18.70.060 Section C402.6 Air Barrier Requirement, Added

C402.6 Air barrier requirement. Insulation (including but not limited to loose fill, spray applied cellular fiber insulation as well as other blanket and batts insulation) installed in assemblies more than 60 degrees from the horizontal must be in substantial contact with an air barrier on all sides.

Exception: Air impermeable insulation. Air impermeable insulation is defined as:

A material having an air permeance equal to or less than 0.02 L/s-m² at 75 Pa pressure differential tested according to ASTM E2178 or E283.

18.70.070 Reserved

18.70.080 Reserved

18.70.090 Appendix CA Board of Appeals, Adopted.

18.70.0100 Appendix CB Solar Ready Zone, Adopted.

18.70.0110 Appendix CC Zero Energy Commercial Building, Adopted.

18.70.0120 Reserved

18.70.130 Reserved

18.70.140 Reserved

18.70.150 Section R402.4.1.4 Air Leakage Required Certifications, Added.

R402.4.1.4 Required Certifications. Air leakage testing shall be performed by a third party certified to perform air infiltration testing by a national or state organization approved by the *code official*. The third party shall not be employed by nor have a financial interest in the entity that constructs the building. Accepted certifications include RESNET Home Energy Rater and Home Field Inspector, Building Performance Institute Infiltration and Duct Leakage professional or Building Analyst certification, and others as approved by the city.

R402.4.1.5 Third Party Registration. Approved third party performing air infiltration testing shall be registered with the city.

18.70.160 Section R403.3.8 - Duct leakage Required Certifications, Added

R403.3.8 Required Certifications. Duct leakage testing shall be performed by an *approved* third party certified to perform duct leakage testing by a national or state organization approved by the code official. The approved third party shall not be employed by nor have a financial interest in the entity that constructs the building. Accepted certifications include RESNET Home Energy Rater and Home Field Inspector, Building Performance Institute Infiltration and Duct Leakage professional or Building Analyst certification and others as approved by the code official.

R403.3.9 Third Party Registration. *Approved* third party performing duct leakage testing shall be registered with the city.

18.70.170 Reserved

18.70.180 Appendix RA Board of Appeals, Adopted.

18.70.190 Appendix RB Solar Ready Provisions – Detached One- and Two-Family Dwellings and Townhouses, Adopted.

18.70.200 Appendix RC Zero Energy Residential Buildings, Adopted.

18.70.210 Conflicting ordinances.

All ordinances and parts of ordinances in conflict with the provisions of this chapter are hereby repealed.

SECTION 13. That except as herein amended, Title 18 (Building and Construction) of the El Paso City Code shall remain in full force and effect.

(Signatures Begin of Following Page)

ADOPTED This ____ day of _____, 2023.


CITY OF EL PASO:

ATTEST:

Oscar Leaser, Mayor

Laura Prine, City Clerk

APPROVED AS TO FORM:



Russell T. Abeln
Assistant City Attorney

APPROVED AS TO CONTENT:



Philip Etiwe, Director
Planning and Inspections Department

REDLINES

Chapter 18.02 - BUILDING AND CONSTRUCTION ADMINISTRATIVE CODE^[1]

18.02.101 - TITLE AND SCOPE

18.02.101.1 - Title.

The provisions of this chapter shall constitute and be known and be cited as the "Building and Construction Administrative Code" hereinafter referred to as "this Code" of the City of El Paso.

18.02.101.2 - Purpose.

The purpose of this Code is to provide for the administration and enforcement of the following technical codes adopted by the City, as amended:

- El Paso City Code Chapter 18.08, Building Code.
- El Paso City Code Chapter 18.10, Residential Building Code.
- El Paso City Code Chapter 18.12, Mechanical Code.
- El Paso City Code Chapter 18.16, Electrical Code.
- El Paso City Code Chapter 18.18, Outdoor Lighting Code.
- El Paso City Code Chapter 18.20, Plumbing Code.
- El Paso City Code Chapter 18.21, Private Sewage Disposal Code.
- El Paso City Code Chapter 18.24, Gas Code.
- El Paso City Code Chapter 18.28, Existing Building Code.
- El Paso City Code Chapter 18.30, Swimming Pool & Spa Code.
- El Paso City Code Chapter 18.40, Vacant Building Code.
- El Paso City Code Chapter 18.44, Grading.
- El Paso City Code Chapter 18.46, Landscape Code.
- El Paso City Code Chapter 18.47, Irrigation Code.
- El Paso City Code Chapter 18.50, Property Maintenance Code.
- El Paso City Code Chapter 18.60, Flood Damage Prevention.
- El Paso City Code Chapter 18.70, Energy Conservation Code.

[El Paso City Code Chapter 18.80, Alternative Energy Conservation Code – Deleted in its entirety.](#)

The provisions of this Code and the technical codes shall govern all construction and installations, regardless of the trade areas concerned or of the type or class of permit under which the work is performed.

18.02.101.3 - Interpretation.

Where, in any specific case, different sections of this Code, or of the technical codes, or other codes mentioned herein, specify different materials, methods of construction or other requirements, the most restrictive shall govern.

Where there is a conflict between a general requirement and a specific requirement, the specific requirement shall be applicable.

Where there are any conflicting provisions between this Code and the International Building Code and/or International Residential Code, ~~[2015]~~ 2009-2021 Edition, Chapter 1, Scope and Administration, this Code shall prevail.

All references as may be used in state or other applicable law, and in the ordinances and technical codes of the city, to the plumbing official, mechanical official, gas official, code official, or the authority having jurisdiction, shall mean the building official.

All references within the technical codes to the building department or the department of building safety shall mean the building permits and inspections division or the code compliance division of departments of the city as provided by ordinance, as applicable, or as designated by the city manager. All references in this chapter to the department, when relating to the duties of the department, shall mean the building permits and inspections division or the code compliance division, as applicable, or as designated by the city manager.

18.02.101.4 - Referenced standards.

Standards referenced in the technical codes shall be considered an integral part of the codes without separate adoption. If specific portions of a standard are denoted by Code text, only those portions of the standard shall be enforced. Where Code provisions conflict with a standard, the Code provisions shall be enforced. Permissive and advisory provisions in a standard shall not be constructed as mandatory.

18.02.101.5 - Code remedial.

This Code is declared to be remedial, and shall be construed to secure the beneficial interests and purposes thereof, which are public safety, health, and general welfare, through structural strength, stability, sanitation, adequate light and ventilation, and safety to life and property from fire and other hazards attributed to the built environment including alteration, repair, removal, demolition, use and occupancy of buildings, structures, or premises, and by regulating the installation and maintenance of all electrical, gas, mechanical and plumbing systems, which may be referred to as service systems.

18.02.101.6 - Quality control.

Quality control of materials and workmanship is not within the purview of this Code except as it relates to the purposes stated herein or the requirements of the technical codes.

18.02.101.7 - Permitting and inspection.

The inspection or permitting of any building, structure, system or plan by any jurisdiction, under the requirements of this Code, shall not be construed in any court as a warranty of the physical condition of such building, system or plan or their adequacy. No jurisdiction nor any employee thereof shall be liable in tort for damages for any defect or hazardous or illegal

condition or inadequacy in such building, system or plan, nor for any failure of any component of such, which may occur subsequent to such inspection or permitting.

18.02.102 - DEFINITIONS

Unless otherwise expressly stated, the following words and terms shall have the meanings as shown in this Code. In addition, definitions located in the technical codes are hereby incorporated into this Code.

1. ~~4.~~—Building, existing: building constructed prior to the adoption of the Building Code for which a legal certificate of occupancy has not been issued. A building subject to the Existing Building Code.
2. ~~2.~~—Building Official: The official appointed pursuant to Section 18.02.103.1 of this Code who is charged with the administration and enforcement of the codes enumerated in Section 18.02.101.2 above.
3. ~~3.~~—Expedited Customized plan review (CPR): The ~~customized-expedited~~ plan review process may be used to expedite the review of commercial construction documents for new construction projects, major additions to existing facilities and for complex projects upon payment of the established fee.
4. ~~4.~~—Home improvement: The repair, replacement, remodeling, alteration, conversion, modernization, or addition to any existing building or any portion or system thereof which is used or designed to be used as a dwelling unit, including construction, replacement or improvement of porches, garages, carports, roofs, fences, rockwalls and swimming pools.
5. ~~5.~~—Master permit: All new construction shall require a building permit that shall serve as the master permit and all other required permits (electrical, mechanical, plumbing, fire, and/or irrigation permits) shall be obtained separately and attached to the master permit. For new construction, master permits must be obtained prior to any other required permits.
6. ~~6.~~—Separate subcontractor permit: Are permits issued for disciplines such as electrical, mechanical, plumbing, fire, and/or irrigation. Separate subcontractor permits are issued separately and may be used as stand-alone permits or may be attached to a master permit for new construction.
7. ~~Permit by appointment (PBA): The permit by appointment process may be used to expedite the review of any residential construction documents for permits issued by the department other than those specifically addressed under the customized plan review process, upon payment of the established fee.~~
7. ~~8.~~—Permittee: The governmental entity, utility company, contractor, person or business entity that has received a permit pursuant to this chapter.
8. ~~9.~~—Tenant improvement: Work performed by or on behalf of a tenant in a completed building, or shell, or space within a building that has previously received a certificate of occupancy or certificate of completion.
9. ~~10.~~—Shell I structure: A shell I structure shall consist of foundation, exterior walls, roofing along with underground MEP systems only.

10. ~~11.~~ Shell II structure: A shell II structure may have interior walls as well as partial interior MEP systems however, remain incomplete until a tenant improvement completes the structure for occupancy.

18.02.103 - POWERS AND DUTIES OF THE BUILDING OFFICIAL

18.02.103.1 - Building official.

The building official shall be designated by the city manager and shall obtain valid building official certification from the International Code Council or other recognized certification program as required by the approved job specifications for the position.

18.02.103.2 - Administration and enforcement.

The building official shall be responsible for enforcing the provisions of this Code and of the technical codes and is authorized to render interpretations of those codes that are consistent with their spirit and purpose. The building official is further authorized to designate employees of the building permits and inspections division and code compliance division to perform these duties.

18.02.103.3 - Deputy building officials.

The building official may designate city employees to be known as deputy building officials under either the building permits and inspections division or the code compliance division for purposes of carrying out authority and delegation with respect to all matters under this Code and the technical codes.

Employees designated to be known as deputy building officials shall have a valid building official certification from the International Code Council or other recognized certification program at the time of appointment and shall have the powers as delegated by the building official. Final authority for interpretation of the codes enumerated in Section 18.02.101.2 shall rest with the building official.

To the extent that provisions in the technical codes regarding the designation or appointment of deputy building officials may be contrary to the provision in this section, this section shall control.

18.02.103.4 - Chief inspector qualifications.

Chief inspectors in the building permits and inspection division and the code compliance division shall obtain valid building official certification from the International Code Council or other recognized certification program as required by the approved job specifications for the position.

18.02.103.5 - Inspector qualifications.

Inspectors in the building permits and inspections division and the code compliance division shall obtain valid inspector certification from the International Code Council or other recognized certification program as required by the approved job specifications for the position.

18.02.103.6 - Right of entry.

Whenever necessary to make an inspection to enforce any of the provisions of this Code and of the technical codes, or whenever the Building Official has reasonable cause to believe that there exists in any building or upon any premises any condition or code violation which makes such building, structure, premises, electrical, gas, mechanical or plumbing systems unsafe, dangerous or hazardous, the building official may enter such building, structure or premises at all reasonable times to inspect the same or to perform any duty imposed upon the building official by this Code or the technical codes; provided, that if such building or premises is occupied, he shall first present proper credentials and request entry. If such building, structure or premises is unoccupied, he shall first make a reasonable effort to locate the owner or other persons having charge or control of such and request entry. If entry is refused, the building official shall have recourse to every remedy provided by law to secure entry.

18.02.103.7 - Inspection warrant.

When the building official shall have first obtained a proper inspection warrant or other remedy provided by law to secure entry, no owner or occupant or any other persons having charge, care or control of any building, structure or premises shall fail or neglect, after proper request is made as herein provided, to promptly permit entry therein by the building official for the purpose of inspection and examination pursuant to this Code or the technical codes.

18.02.103.8 - Tests.

The building official may require tests or test reports as proof of compliance with any provision of this Code or of the technical codes. Required tests are to be made at the expense of the owner, or his agent, by an approved testing laboratory or other approved agency.

18.02.104 - CONTRACTORS AND LICENSING

18.02.104.1 - Contractors' responsibilities.

It shall be the duty of every contractor who shall make contracts for the construction, installation or repair of buildings, structures, or fire protection, electrical, gas, mechanical or plumbing systems, for which a permit is required, to conform to the requirements of this Code and the technical codes and with all other federal and state regulations.

18.02.104.2 - Contractor registration.

Persons, firms, partnerships or corporations doing business as contractors shall file an annual registration application with the department to be eligible to apply for and obtain permits. The established registration fee shall accompany such application. Pursuant to the State Occupations Codes, plumbing, [electrical and mechanical](#) contractors shall be exempt from the registration fee.

[Plumbing, electrical and mechanical contractors shall provide copies of the bond and general liability insurance policies, to include exemptions and/or restrictions associated with such policies.](#)

18.02.104.3 - Registration application.

The application shall require such information as determined reasonably necessary by the building official and shall include the following:

1. ~~1.~~—Company or business name, as well as all company names used for the last five years.
2. ~~2.~~—Company or business address and phone number, as well as all previous business addresses for last five years.
3. ~~3.~~—Number of years the company has been in operation.
4. ~~4.~~—Principal owner of company.
5. ~~5.~~—Name of company operator or manager.
6. ~~6.~~—Full name, date of birth, residence address, residence phone number, position with the company, and current e-mail of the person completing the application.
7. ~~7.~~—A list of individuals authorized to obtain permits on behalf of the company and what documentation each will show to verify authorization when obtaining permits on behalf of the company, such as a Driver's License Number or other identification card number.

18.02.104.4 - Disclosures.

The registration application shall include disclosure of the following information:

Whether the principal owner or operator has filed an assumed name certificate with El Paso County. If so, a copy of such shall be attached.

Whether there are any restrictions and/or exceptions imposed on the company's bond or general liability coverage.

18.02.104.5 - Acknowledgements.

The registration application shall be signed by the principal owner or operator of the company and shall include a statement acknowledging the following:

1. ~~1.~~—That the company and the persons involved understand that they have a duty to comply with this Code and the technical codes.
2. ~~2.~~—That to be eligible to obtain permits from the city, they must annually file the registration application required by this section.
3. ~~3.~~—That all statements made in the registration application and submittal attachments are true and correct.

18.02.104.6 - Licenses required.

No individual, firm or corporation shall construct, install, maintain or repair any air conditioning, cooling, refrigeration or heating equipment, electrical equipment, plumbing, gas equipment, residential water treatment equipment, fire protection systems, or irrigation systems for which a permit is required, nor contract to do so, without being a holder of a proper license for the appropriate class of work being done as required by the State of Texas and this Code as listed herein. No individual, firm or corporation shall employ or otherwise cause any person who does not hold an appropriate license to engage in such activities for which a license is required.

1. ~~1.~~—Mechanical contractors. No person, firm or corporation shall install, maintain or repair any air conditioning, cooling, refrigeration or heating equipment, nor contract to do so, without being a holder of a proper license for the appropriate class of work being done

as required by the Texas Department of Licensing and Regulation and this Code; nor shall any person, firm or corporation employ or otherwise cause any person who does not hold an appropriate license to engage in such activities for which a license is required.

2. ~~2.~~—Electrical contractors. No person or entity shall engage in electrical contracting or hold themselves out to be able to engage in electrical contracting without being the holder of a master electrician's license or the registered employer of a ~~full-time~~full-time employee who is a master electrician. Electrical work shall be performed under the control, supervision, direction and responsibility of a master electrician.
3. ~~3.~~—Plumbing contractors. No person or entity shall engage in plumbing contracting or hold themselves or itself out to be able to engage in plumbing contracting without being the holder of a master plumbing license or the registered employer of a ~~full-time~~full-time employee who is a master plumber.
4. ~~4.~~—Plumbing and gas installations, including water treatment equipment, shall be performed under the control, supervision, direction and responsibility of a master plumber and certified residential water treatment operator, respectively.
5. ~~5.~~—Irrigation systems shall be performed under the control, supervision, direction and responsibility of a master plumber or licensed irrigator.

Fire Protection.

6. ~~6.~~—Each person or organization, before engaging in business as an independent fire protection system contractor must obtain a certificate of registration from the Texas Department of Insurance (Texas State Fire Marshal's Office). A registered firm may not subcontract with an unregistered firm to allow the unregistered firm as an independent contractor to perform any act of a fire protection system contractor.
7. ~~7.~~—An individual or organization may not engage in the business of planning, certifying, leasing, selling, installing, servicing, monitoring, or maintaining:
 - a. ~~a.~~—Any fire alarm, or fire detection devices, or systems;
 - b. ~~b.~~—Portable fire extinguishers;
 - c. ~~c.~~—Fixed fire extinguisher systems;
 - d. ~~d.~~—Fire protection sprinkler systems, and
 - e. ~~e.~~—Any other type of fire protection system; unless the individual or organization holds a registration certificate issued by the Texas Department of Insurance (Texas State Fire Marshal's Office).
8. ~~8.~~—Medical Gas installations shall be performed by a master plumber with state medical gas endorsement.

18.02.104.7 - Bonds required.

It shall be the duty of every contractor, owner, firm, partnership, corporation, and builder who shall make contracts to construct, install, maintain or repair buildings, structures or systems for which a permit is required, and every contractor, owner, or builder making such contracts and subletting the same, or any part thereof, to have on file with the city, a bond in the sum of

~~twenty-five~~^{fifty} thousand dollars executed in a form prescribed and approved by the city attorney. This section shall apply to plumbing, mechanical, electrical, irrigation and fire contractors acting as general contractors, whether or not state law requires a bond for their particular discipline.

Exceptions:

1. ~~1.~~ The following type of work shall require a bond in the sum of ten thousand dollars executed in the form prescribed and approved by the city attorney:
 - a. ~~a.~~ Irrigation installations.
 - b. ~~b.~~ Site lighting and landscape installations.
 - c. ~~c.~~ Temporary structure placement.
 - d. ~~d.~~ Mobile placement permits.
 - e. ~~e.~~ Temporary sign placements.
 - f. ~~f.~~ Tents in excess of two hundred square feet.
 - g. ~~g.~~ Fences.
 - h. ~~h.~~ Pavement and curb cut excavation.

~~However~~^{However}, the building official shall have the authority to require a bond in the amount of twenty-five thousand dollars if the subject work exceeds ten thousand dollars in valuation.

2. ~~2.~~ The following type of work shall not require a bond:
 - a. ~~a.~~ Residential property owners doing all the construction work or who will be hiring workers without employing a licensed contractor to perform the construction work on the residence they claim as their homestead.
 - b. ~~b.~~ Federal, state, county and city agencies and departments performing building work on their facilities and using only their employees to perform the construction work.
 - c. ~~c.~~ Commercial building and facilities owners, agents or lessees requesting permits for change of occupancy permits or minor nonstructural remodeling work which does not affect means of egress, such as nonload bearing partitions within tenant spaces and whose cost does not exceed five thousand dollars.

18.02.104.8 - Bond requirements.

1. ~~1.~~ No permit shall be issued under this chapter to any person, firm, or corporation applying for a permit until such applicant has filed with the city, the required bond signed by a surety company authorized to do business in Texas. The city and the person for whom the work is to be done shall be named as co-obligees under such bond. The bond shall provide that the principal and its agents, employees, and subcontractors shall comply with all provisions of this Code and the technical codes and that the principal shall pay damages which are sustained by the city or by the person for whom the work is done and that are caused by failure of the principal, its agents, employees or subcontractors to comply with

the provisions of this Code and the technical codes, and that the principal shall indemnify the city against all claims arising out of such failure to comply. Bonds shall be issued and maintained for the time period from the issuance of the permit through one year after the date of completion of the work for which the bond was required. The surety shall be acceptable to the city as to solvency; and if the city becomes dissatisfied that the surety is solvent, a new bond may be required. In addition, the surety shall be required to notify the city within thirty days of any termination or cancellation of the bond or any claims paid which reduce the liability under the bond.

2. ~~2.~~—Permit applicants who have provided a bond to the city in the amount required, for a permit pursuant to the requirements of a chapter of the City Code other than this chapter, that meets all of the requirements established in this chapter, shall not be required to obtain an additional bond but are required to provide a copy of such bond, provided that such bond specifically includes coverage for the permit or permits issued pursuant to this chapter. Permittees who have multiple permits issued pursuant to this chapter are required to provide only one current valid bond for all such permits but may be required to provide a copy of the current bond with each application for a permit.
3. ~~3.~~—Contractors under contract with a government agency shall provide the bond required in this section. No bond is required when all of the work performed pursuant to a permit issued under this chapter to a government agency is performed entirely by the employees of that government agency.

18.02.104.9 - Insurance required.

No contractor, owner, firm, partnership, corporation, or builder bonded or required to be bonded under Section 18.02.104.7 shall apply for a permit until the applicant presents evidence satisfactory to the building official that the applicant meets the minimum insurance requirements stated herein. Homestead permits for new construction is not exempt from obtaining required insurance.

Exceptions: Apartment complexes, hospitals, school districts, retirement communities and other facilities approved by the building official, using only their own employees to perform all of the permitted construction work only on property which they own, subject to the approval of the building official.

18.02.104.10 - Insurance requirements.

The applicant shall procure and shall maintain during the term of the permit such commercial general liability, property damage liability and vehicle liability insurance, naming the permittee and any subcontractor performing work associated with the permit as insured, co-insured or additional insured for claims for damages for personal injury, including accidental death, as well as from claims for property damage that may arise from work associated with the permit.

1. ~~1.~~—Minimum limits of liability and coverage shall be two hundred fifty thousand dollars for bodily injury liability, including death, for each person, and five hundred thousand dollars in the aggregate, and one hundred thousand dollars for property damage for each occurrence, and one hundred thousand dollars in the aggregate. Permit applicants that are

governmental entities may comply with the insurance requirements of this section by providing certification that they are self-insured.

2. ~~2.~~—Such insurance shall be written by an accredited insurance company under the supervision of the Board of Insurance Commissioners of the State of Texas. Evidence of compliance with these insurance requirements shall be considered as having been met when copy of the insurance policy or a certificate of insurance has been filed with and approved by the building official. Such policy shall include an endorsement that the city is named as an additional insured to the full amount of the policy limits and that building official shall be notified at least thirty days in advance in the event the policy or policies are canceled and ten days in advance for cancellation due to non-payment of policy premiums. The certificate of insurance shall recite or attach such endorsement for additional insured and the notice requirements. The permittee shall maintain said insurance with a solvent insurance company authorized to do business in Texas. The policy shall provide that the insurer will defend against all claims and lawsuits which arise and will pay any final judgment of a court of competent jurisdiction against the city, its officers, agents, servants or employees and permittee, his officers, agents, servants or employees. Failure to keep the policy in full force and effect throughout the term of the permit shall be grounds for cancellation of the permit.
3. ~~3.~~—Permit applicants who have provided certificates of insurance to the city pursuant to the requirements of a chapter of the City Code other than this chapter, that meet all of the requirements established in this chapter, shall not be required to obtain additional insurance but are required to provide such certificates of insurance showing present coverage as required in this chapter.
4. ~~4.~~—Governmental agencies: Permits shall be required in connection with all city (including but not limited to El Paso Public Service Board/El Paso Water Utilities), county, state, or federal public works projects provided that no initial permit fee shall be required for such projects. When work is performed by the employees of a governmental agency, the insurance requirements of this section may be met by providing certification that the governmental agency obtaining the permit is self-insured. Work performed by those contracting with a governmental agency shall provide the insurance required herein. Permits issued for homeowner/homesteads need to provide insurance for new construction only.

18.02.104.11 - Identification of vehicles.

Every person engaging in business for which a license is required under Section 18.02.108.4 shall mark all vehicles used in the conduct of such business, with the name under which such business is conducted and the license number. The same name and number shall be used for all vehicles of such person or entity. The markings shall be as follows:

1. ~~1.~~—Permanent signs only (not magnetic or removable).
2. ~~2.~~—Letters and numbers at least two inches high.
3. ~~3.~~—A color of sufficient contrast to the vehicle color so as to be plainly legible.
4. ~~4.~~—Marked on both sides of vehicle.

18.02.105 - PERMITS

18.02.105.1 - Permit application.

Any owner, authorized agent or contractor who desires to construct, enlarge, alter, repair, move, demolish or change the occupancy of a building or structure, or to erect or construct a sign, or to erect, install, enlarge, alter, repair, remove, convert or replace any electrical, gas, mechanical, plumbing or fire protection systems, or board and secure a vacant premises, where the work is regulated by the technical codes or the fire code, or to cause any such work to be done, shall first make application to the building official and obtain the required permit for the work. No permit required under this Code or the technical codes shall be issued until the proper application, on a form approved by the building official, accompanied by all required documents, has been filed with the department and the established fee has been paid.

Exception:

1. The County of El Paso, the State of Texas, and the United States Government and other governmental entities that are, as a matter of law, are exempt from having to obtain a permit, provided, that only such construction as is owned, operated and maintained by such governmental agencies.

18.02.105.3 - Master permits.

For all new construction, a master permit must be obtained/issued prior to the issuance of any separate subcontractor permits for any electrical, mechanical, plumbing, fire and/or irrigation permits.

18.02.105.4 - Separate subcontractor permits.

Separate subcontractor permits are required for building, gas, plumbing, mechanical, electrical, irrigation, and fire protection work.

18.02.105.5 - Permits required for every building.

Permits shall be required for every building, structure, or service system. This includes every separate building or structure regardless of the number of buildings or structures located on the same site or lot and regardless of the ownership of such buildings, structures or service systems. For projects where there are multiple buildings of similar nature on a single parcel, such as apartment complexes or storage units, the master building permit fee shall be calculated as if the project were a single building.

Exceptions:

For one- or two-family dwellings; ~~the accessory buildings, structures, and fences~~ may be permitted under the same permit as the principal building or structure provided ~~all such accessory buildings, structures and fences~~ are located on the same site or lot and are under the same ownership as the principal building or structure.

1. ~~1.~~—All portions of the same building, structure or service system created by dividing one building, structure, or service system by fire walls shall be permitted under the same permit provided all such portions thus created are located on the same site or lot and are under the same ownership, and are intended for construction under the same schedules.
2. ~~2.~~—The building official may allow construction of minor, related work of the same type under one permit for more than one building, structure, or service system when located on the same site or lot and under the same ownership.
3. ~~3.~~—In the case of City Annual Permits, the building official may allow for the use of a single permit to be issued to a City Department that will apply to all buildings, structures, or service systems under their control that are owned or operated by the City of El Paso.

18.02.105.6 - Information required.

Each application for a permit, with the required established fee, shall be filed with the building official on a form furnished for that purpose, and shall contain a general description of the proposed work and its location. The application shall be signed by the owner or his authorized agent. The building permit application shall indicate the proposed occupancy of all parts of the building and of that portion of the site or lot, if any, not covered by the building or structure, and shall contain such other information as may be required by the building official.

18.02.105.7 - Drawings and specifications.

Drawings, specifications, engineering calculations, diagrams, soil investigation reports, special inspection and structural observation programs, and other data as required by the building official, shall be submitted in a digital form compatible with the city's system, with each application for permit. Paper submittals of full plan sets for new construction shall be assessed the established fee for conversion of paper documents to digital format. The construction documents shall be prepared, signed and sealed by a registered design professional where required by state law and this Code. Where special conditions exist, the building official is authorized to require additional construction documents to be prepared by a registered design professional. At any time prior to issuance of a master building permit, all construction documents submitted to the department may be expedited to reduce the review time. Such requests must be submitted in writing to the building official.

Exception: The building official is authorized to waive the submission of construction documents and other data not required to be prepared by a registered design professional if it is found that the nature of the work applied for is such that review of construction documents is not necessary to obtain compliance with this Code.

18.02.105.8 - Additional data.

- A. ~~A.~~—The building official may require details, computations, stress diagrams, and other data necessary to describe the construction or installation and the basis of calculations. All drawings, specifications and accompanying data required by the building official to

be prepared by an architect or engineer shall be affixed with their signature and official seal.

- B. ~~B.~~—Title sheet. Construction documents shall contain a title sheet(s) indicating the name, address, and phone numbers of project owner(s), design professionals, and contractors (if known). The title sheet shall also contain information regarding the Code review as performed by the design professional, including the size of the building, type of construction, and type(s) of occupancy, building area, and height modifications (if any), fire sprinklers (if any), deferred items (if any), and other information as directed by the building official.
- C. ~~C.~~—A Pre-Submission Conference will be required for projects receiving city assistance. Applicants with projects receiving funds of any kind or tax incentives will be required to attend a pre-submission conference with appropriate project staff to explain proposed development and receive instruction/requirements to expedite the review and permitting of their projects. The conference will be scheduled and conducted in advance of any plan submittals to the city.

18.02.105.9 - Design professional.

The architect or engineer who prepares construction documents shall have full responsibility for complying with Texas Occupations Code, Chapter 1001 (Engineers) or Chapter 1051 (Architects), as applicable, and shall affix his official seal to said drawings, specifications and accompanying data for the following:

- 1. For new construction, additions, expansions or for changes in occupancy or use of:
 - A. All Group A, B, E, F, H, I, and M occupancies;
 - B. Buildings and structures three stories or more high;
 - C. All buildings and structures, five thousand square feet or more in area, excluding group R-3 occupancies.
- 2. For tenant improvements, alterations, repair, or rehabilitation, including changes of occupancy, of:
 - A. — ~~All Group A, B, E, F, H, and I, and M~~ occupancies where the affected area exceeds one thousand square feet or the proposed work involves or affects structural elements, fire-resistive elements or fire exits;
 - B. All Group B, and M occupancies where the affected area exceeds three thousand square feet meeting the requirements for a single exit and not exceeding more than 29 occupants, or the proposed work involves or affects structural elements, fire-resistive elements or fire exits;
 - ~~B.C.~~ All other buildings and structures three stories or more high.

For all other buildings and structures, the submittal shall bear the certification of the applicant that some specific state law exception permits its preparation by a person not so registered.

Every application for a permit to do electrical work on residential premises over ~~two-five~~ thousand ~~five hundred~~ square feet in living area ~~and all nonresidential premises~~ shall be

accompanied by drawings and electrical load calculations. Such drawings and electrical load calculations shall be signed by a master electrician, unless they bear the signature and seal of an electrical engineer.

18.02.105.10 - Application submission.

Plumbing, electrical, mechanical and special building (including roofing) permit applications which are not required to be accompanied by plans shall be submitted and paid for in the department.

18.02.105.11 - Examination of documents/plan review.

The building official shall examine or cause to be examined each application for a permit and the accompanying documents, consisting of drawings, specifications, computations and additional data, and shall ascertain by such examinations whether the construction indicated and described is in accordance with the requirements of the technical codes and all other pertinent laws or ordinances.

18.02.105.12 - Issuing permits.

The building official shall act upon an application for a permit without unreasonable or unnecessary delay. If the building official is satisfied that the work described in an application for a permit and the contract documents filed therewith conform to the requirements of the technical codes and other pertinent laws and ordinances, and all required established fees have been paid, he shall issue a permit to the applicant.

18.02.105.13 - "One call" system notification.

When a permit is requested by an applicant under this Code, and excavation or digging is involved, the building official shall require that a "one call" service be contacted by the permit applicant. The applicant shall be responsible for making the "one call" and no duty is expressed or implied on the part of the city to verify that such "one call" has been made by the applicant. However, the building official shall require confirmation, in a manner which he believes to be appropriate, that such a "one call" has been made by the applicant. A permit shall be denied for failure to contact a "one call" service or provide confirmation that such "one call" service has been contacted by the applicant when the building official requires that a "one call" service be contacted.

18.02.105.14 - Application referral to city departments for approval—Permits not issued for work in violation of ordinances.

- A. Application for permit for the construction, alteration or repair of buildings or structures shall be subject to the requirements of all applicable ordinances, laws and regulations, including but not limited to, the requirements for acceptance of subdivision improvements, as well as drainage approval where a subdivision plat is not required. Applications involving more than one acre of land shall require stormwater pollution prevention (SWPP) permit. Applications for properties located in the floodplain shall also be subject to FEMA regulations. The city manager or designee shall promptly approve, disapprove or conditionally approve the application as to its compliance with all applicable ordinances, laws and regulations; and no permit shall be issued until the application is so approved.

- B. A permit shall not be issued for any work which would involve a violation of the zoning ordinance or any other law or ordinance, and any permit so issued shall be void.
- C. The approval, disapproval or conditional approval of a permit required by this Code shall be based on the orders, regulations, ordinances or other duly adopted requirements in effect at the time the application for the permit is filed. When a series of permits is required for the development of a project, the applicant, by providing verification of the orders, regulations, ordinances or other duly adopted requirements in effect at the time the original application was filed for the first permit in that series, shall be entitled to develop that project based on those orders, regulations, ordinances or other duly adopted requirements.
- D. No permit shall be issued until all required and/or applicable impact fees have been paid and any permit so issued shall be void.

18.02.105.15 - Prerequisite to issuance of permits.

- A. Unconditional permits. An unconditional master building permit shall be issued for a lot within a subdivision, or a lot within an approved phase of a subdivision when the subdivision plat required by Title 19 (Subdivisions) of this Code has been recorded and the subdivision improvements required by the subdivision plat or accompanying subdivision improvement plans, have been constructed, completed, and if the improvements are public improvements, accepted for maintenance by the city.
- B. Conditional permits. If the subdivision improvements required under Title 19 (Subdivisions), have not been constructed, completed, and if the improvements are public improvements, accepted by the city for maintenance, then the building official may issue conditional master building permits for lots within the subdivision or lots within an approved phase of the subdivision provided the following requirements are complied with:
 - 1. The developer provides financial security in accordance with Section 19.08.040 of the City Code for completion of the subdivision improvements; and
 - 2. Fully charged fire hydrants are installed within the subdivision or the approved phase of the subdivision; and
 - 3. Drivable surface, acceptable to the fire code official and the building official in accordance with applicable ordinances, has been constructed within the subdivision or the approved phase of the subdivision.

18.02.105.16 - Authorization to proceed with construction.

The building official may issue to a contractor duly registered with the department an authorization to proceed with construction without a master building permit subject to the following conditions:

- 1.- Application for the master building permit has been submitted to the building official, and
- 2.- All required drawings for all aspects of the work have been submitted to the building official for review; and,
- 3. After, the first review cycle and no conflicts or violations with Title 19 and 20 of the City Code are determined; and,

34. Either the owner or lessee of the building or structure, as applicant, has in the form and manner required by the building official, provided a statement that the applicant understands and agrees that the project is proceeding at the applicant's sole risk and that all requirements of this Code necessary to obtain the master building permit have been accomplished.

The work commenced under an authorization to proceed with construction shall not progress beyond the first required inspection for any type of permit sought until the permit is issued. No inspection shall be granted until the permit is issued, unless authorized by the building official.

18.02.105.17 - Affidavits.

The building official may accept a sworn affidavit from a registered architect or engineer stating that the plans submitted conform to the technical codes. For buildings and structures the affidavit shall state that the plans conform to the laws as to egress, type of construction and general arrangement and if accompanied by drawings showing the structural design, a statement that the plans and design conform to the requirements of the technical codes as to strength, stresses, strains, loads and stability. The building official may without any examination or inspection accept such affidavit, provided the architect or engineer who made such affidavit agrees to submit copies of inspection reports as inspections are performed and upon completion of the structure, electrical, gas, mechanical or plumbing systems a certification that the structure, electrical, gas, mechanical or plumbing system has been erected in accordance with the requirements of the technical codes. When, under this section, the building official relies upon such affidavit, the architect or engineer shall agree, as provided in the affidavit required in this section, to accept full responsibility for the compliance of the design documents with all provisions of the technical codes and other pertinent laws or ordinances.

18.02.105.18 - Permit issued on basis of an affidavit.

Whenever a permit is issued in reliance upon an affidavit submitted under Section 18.02.105.17, or whenever the work to be covered by a permit involves installation under conditions which, in the opinion of the building official, are hazardous or complex, the building official shall require that the architect or engineer who signed the affidavit or prepared the drawings or computations be responsible for conformity with the permit, and upon completion make and file with the building official written affidavit that the work has been done in conformity with the reviewed plans and with the provisions of the technical codes. In the event such architect or engineer is not available, the owner shall employ in his stead another architect or engineer licensed by the State of Texas.

18.02.105.19 - Plans.

When the building official issues a permit, he shall endorse in writing or by stamp, both sets of plans "THESE PLANS HAVE BEEN REVIEWED FOR GENERAL CONFORMITY WITH ALL PERTINENT CODES AND ORDINANCES." One set of drawings so reviewed shall be retained by the building official and the other set shall be returned to the applicant. The permitted

drawings shall be kept at the site of work and shall be open to inspection by the building official or his authorized representative. The printing of approved electronic plan sets for use by the contractor shall be the responsibility of the permit applicant.

18.02.105.20 - Conditions of permits.

A permit issued shall be construed as authority to proceed with the work and not as authority to violate, cancel, alter, or set aside any of the provisions of the technical codes, nor shall issuance of a permit prevent the building official from thereafter requiring a correction of errors in plans, construction, or violations of this Code or the technical codes.

18.02.105.20.1 - Construction work hours.

A permit issued shall be construed as authority to proceed with the work from Monday through Saturday from 6:00 a.m. to 10:00 p.m. (the "established construction hours"). No work, including but not limited to new construction, repair, remodeling or grading of any kind shall be conducted outside the established construction hours or on legal holidays or Sundays unless the property owner or his authorized agent has paid the established fee and obtained an ~~after~~ hours/after-hours construction/grading permit.

18.02.105.20.2 - After hours construction/grading permit.

An application for after hours construction permit shall be granted by the permit official upon a showing of urgent necessity, or upon a showing that the public interest will be served by issuance of the permit, or upon a showing that the public peace and quiet will not be ~~un~~reasonably disturbed, provided the following requirements are met:

- A. — The application shall provide a written rationale detailing the reason for the request.
- B. — The application shall be filed seven days prior to the start date for after hours construction.
- C. — The permit holder shall agree to provide a completed notification form as provided by the Permit Official to persons occupying property within three hundred feet of the construction site.
- D. — Notification shall also be posted on the construction site and shall indicate a contact name and phone number of the property owner or his authorized agent.
- E. The permit official shall have the authority to revoke the permit if reasonable accommodations are not made to minimize neighborhood or resident disruption.

18.02.105.20.3 - Emergency condition.

Certain events or circumstances may occur or arise that require a property owner or his authorized agent to take immediate action outside the established construction hours to address imminent public safety concerns, or to protect the integrity of a construction site. Under such or similar exigencies, the property owner or his authorized agent may use commercially reasonable efforts to immediately address the emergency or protect the construction site and shall notify the permit official, pay the established fee and obtain an after hours construction permit as soon as reasonably practicable thereafter.

(Ord. No. 18004, § 1, 4-30-2013)

18.02.105.20.4 - Duration of permit.

An approved after hours construction/grading permit shall be valid for the duration of time specified on the application, not to exceed one year. A permit holder may request one permit renewal upon payment of the established fee.

18.02.105.21 - Nontransferable.

Permits issued under this chapter shall be personal to the permittee, and shall not be assigned or transferred to any other person, firm, builder, owner or contractor. A registered contractor may not obtain a permit on behalf of an unregistered contractor.

18.02.105.22 - Placement of permit.

The permit holder, prior to starting construction and until the final inspection of the work, shall post the permit, in a conspicuous place at the address where the permit work is authorized. In addition, the permit holder shall post a sign indicating the street address and suite number, if any, of sufficient size to be readable from the construction site access entry.

18.02.105.23 - Duration of permits.

1. Every permit issued shall automatically expire and become null and void under any of the following circumstances:
 - a. ~~Thea. The~~ work authorized by such permit is not commenced within six months from the ~~issue~~issuance date of the permit;
 - b. ~~—~~The work authorized by such permit is suspended or abandoned for a period of six months after the time the work is commenced;
 - c. ~~—~~The permit applicant fails to call for and receive an ~~approved~~ inspection for any period of six months.
 - d. Residential Roofing, window replacement, water heater replacement and a/c conversion permits shall expire within 30 days one month from the issuance date of the permit. No extensions or completion permit shall be issued for these permit types.
 - e. Residential fence and swimming pool permits shall expire within six months from the issuance date of the permit. No extensions or completion permits shall be issued for these permit types.
2. A permittee holding an unexpired permit may apply for a maximum of two extensions of time for periods of not more than one hundred eighty days each; provided that the request for extension is made in writing prior to the expiration of the current permit, and justifiable cause is demonstrated. Such extension authorizations shall be made in writing by the building official. There shall be no fee for the extension of an unexpired permit.
3. A completion permit may be obtained for an expired master building or associated permit(s) within one year of the date of expiration of the original master building or associated permit(s)

~~and provided,~~ there have been no modifications to the existing plans, there is no need for additional plan review and the existing plans still comply with current codes. The cost of the completion permit shall be as prescribe by the adopted FY Schedule C in effect on the date of permit application. ~~equal to one half the established fee required for a new permit for such work.~~ An expired subcontractor permit may only be renewed in conjunction with the renewal of an expired master building permit. ~~at no additional fee.~~

18.02.105.24 - Refusal to issue permit.

If the application for a permit and the accompanying contract documents describing the work do not conform to the requirements of the technical codes or other pertinent laws or ordinances, or the required established fees have not been paid, the building official shall not issue a permit, but shall return the contract documents to the applicant with his refusal to issue such permit. Such refusal shall, when requested, be in writing and shall contain the reason for refusal.

18.02.105.25 - Denial/Revocation of permits.

The building official shall deny or revoke permits to any contractor upon any one of the following findings:

A. Denial

1. The contractor has failed to file the annual registration application required by this section.
2. The contractor has made false statements or misrepresentations in the annual registration application required by this section.
3. The contractor has any outstanding fees or penalties due in connection with the permit application.
4. The permit official shall have the authority to deny permits if a contractor has five or more expired permits at any given time.

B. Revocation

- 4~~1~~. The contractor was a holder of previous permits that have been revoked for any of the following grounds:
 - a. For failure to complete the work described in the permit.
 - b. For making false statements or misrepresentations as to material facts in the permit application.
 - c. Work was done in violation of or not in conformity with the provisions of this Code or the technical codes.

5. ~~The contractor has ten or more expired permits at any given time.~~

Exception:

Prior permit cancellations/revocations that were cancelled/revoked at the request of the permit holder and property owner or lessee who is a party to the contract on which the permit is based, and not involving any of the grounds listed herein.

18.02.105.26 - Ineligibility period.

A contractor whose permit privileges have been revoked by the building official as described in Section 18.02.105.25-4 shall be ineligible to obtain permits for a period of time as follows:

1. If a contractor has had one permit revoked in any twelve-month period, such contractor shall be ineligible to obtain a permit for a period of three months; provided, however, that in the event that the contractor cures the cause for revocation of the permit which was involved in the dispute, such contractor shall immediately become eligible to obtain permits.
2. If a contractor has had two permits revoked in any twelve-month period, such contractor shall be ineligible to obtain a permit for a period of six months.
3. If a contractor has had three permits revoked in any twelve-month period, such contractor shall be ineligible to obtain permits for a period of one year.

4. If a contractor has five or more expired permit, such contractor shall be ineligible to obtain new permits until such time as the number of expired permits is less than five.

Upon finding that a contractor is ineligible to obtain permits, the building official shall provide written notice of such finding to the contractor or to their principal place of business.

Exception:

Permits may be issued to a contractor whose permit privileges have been revoked, for completing work on expired permits

18.02.105.27 - Appeals to the construction board of appeals.

Any contractor that is declared by the building official to be ineligible to obtain permits pursuant to this section shall have the right to appeal to the construction board of appeals pursuant to the provisions of Chapter 2.30.

18.02.105.28 - Cancellation/Termination of Permit.

1. A permit may be canceled by the permit holder applicant at any time prior to the commencement of any work.

2. Subsequent to performance of any work, a permit may be canceled or terminated by the general contractor, permit holder applicant or property owner with the concurrence of both all parties involved applicant and property owner.

3. ~~A~~ Absent any concurrence from the parties involved, the permit shall remain on hold until its expiration period or good cause is shown to the building official that allows the permit to be cancelled.

18.02.105.29 - Miscellaneous permit provisions.

18.02.105.29.1 - Homeowner/Homestead permits.

Permits shall be issued to a homeowner doing work on their intended primary residence only if all of the following conditions apply:

1. The permit is for an R-3 occupancy that is the homeowner's own primary residence which he currently occupies;
2. The homeowner will act as his own general contractor;
3. The homeowner will perform some or all of the proposed building construction work (as permitted under this Code);
4. The homeowner provides proof that all electrical, plumbing, mechanical or irrigation work shall be performed by contractors registered with the department;
5. Permits for trades will only be issued to contractors licensed by the state and registered with the City.
6. Insurance requirements for new single family dwellings shall be as per section 18.02.104.10.

18.02.105.29.2 - Homeowner permits.

With the exception of homestead permits as defined in Section 18.02.105.29.1. No permit shall be issued to the owner of any building, structure or occupancy, except R-3 occupancies.

18.02.105.29.3 - Mobile homes/manufactured housing placement permit.

The building official may issue a placement permit for manufactured homes, mobile homes or HUD-Code manufactured homes provided that all of the following conditions are met:

1. The building is erected on a permanent chassis and designed to be used as a dwelling with or without a permanent foundation.
2. The building meets the regulations of the Title 24, CFR Section 3280.
3. The building is placed in an area whose zoning permits the placement of mobile homes and the building is installed in accordance with the manufacturer's requirements, in accordance with the rules promulgated by Title 24, CFR Section 3280 Housing and Urban Development (HUD) Code of Federal Regulations and all of the technical codes and zoning codes of the city are met.
4. Placement of any Mobile Home constructed prior to 1976 is not allowed within the City of El Paso unless any such Mobile Home is in compliance with Section 3 above.

18.02.105.29.4 - Texas Industrialized Buildings/Housing Placement Permit.

The building official may issue a placement permit for structures built at a location other than the permanent commercial site and transported to the permanent site for erection and installation provided that all of the following conditions are met:

1. The building meets all the requirements of the Texas Industrialized Housing and Building Act, Texas Occupations Code, Chapter 1202 and is classified as "industrialized building" and bears an approved decal or insignia under the rules of the Texas Department of Licensing and Regulation reflecting that the building has been inspected at the manufacturing plant or facility by the Texas Department of Licensing and Regulation.
2. Two complete sets or an electronic copy of the designs, plans and specifications bearing the stamp of Texas Industrialized Building Code Council are submitted to the department for review.
3. The building is placed on a site-built permanent foundation system designed by a professional engineer.
4. The building was not designed or intended to be used other than on a site-built permanent foundation.
5. All of the requirements of this Code, the International Fire Code, the Texas Accessibility Standards, the technical codes, the municipal code and other city, state and federal regulations are met.

18.02.105.29.4.1 - Temporary Placement Texas Industrialized Buildings for School Sites.

- A. The building official may issue a temporary placement permit for structures built at a location other than the permanent commercial site and transported to the permanent site for installation provided that all of the following conditions are met:
 1. The building meets all the requirements of the Texas Industrialized Housing and Building Act, Texas Occupations Code, Chapter 1202 and is classified as "Industrialized Building" and bears an approved decal or insignia under the rules of the Texas Department of Licensing and Regulation reflecting that the building has been inspected at the manufacturing plant or facility by the Texas Department of Licensing and Regulation.
 2. Two complete sets or an electronic copy of the site plan showing the location where the building will be placed, designs, plans and specifications bearing the stamp of Texas Industrialized Building Code Council are submitted to the department for review.
 3. The building is securely anchored to an on site-built foundation system designed by a professional engineer.
 4. The building was not designed or intended to be used other than on a site-built permanent foundation.
 5. All of the requirements of this Code, the International Fire Code, the Texas Accessibility Standards, the technical codes, the municipal code and other city, state and federal regulations.
- B. Duration:
 1. An approved temporary placement permit for school sites shall be valid for two years from the date the permit is issued.

2. Upon expiration of the placement permit the structure will be removed or;
3. A new permit application for permanent placement shall be submitted. Such application for permanent placement shall comply with all applicable requirements of this Code, the International Fire Code, the Texas Accessibility Standards, the technical codes, the municipal code and other city, state and federal regulations.
4. Prior to permit issuance an affidavit shall be provided by an authorized representative of the school district acknowledging the duration of permit.

18.02.105.29.5 - Temporary gas permit.

A special permit is required when an owner or contractor intends to use fuel gas for temporarily heating a structure or part of a structure before certification of all plumbing or mechanical work. Such permit is required whether the intended use is for all or part of the system of piping, devices and appliances making up the permanent heating system for the structure, or by the use of a temporary system, or by the use of parts of either or both systems.

Such owner or contractor shall make application to the building official on forms provided by the department and shall set out the proposed use of the system, its design and period of use desired.

If the building official finds that such request is reasonable as to design and length of time requested under the conditions existing in the particular case, and that safe conditions of operation of such system can be maintained then the building official shall issue the permit.

18.02.106 - PERMIT FEES

18.02.106.1 - General.

The fees described in this section as well as the fees described in the Fire Prevention Code are applicable to all plumbing, mechanical, electrical, irrigation, and fire contractors.

(Ord. No. 17749, § A, 3-6-2012, eff. 5-1-2012)

18.02.106.2 - Prescribed fees.

Fees are established and required in conjunction with all permits and services provided under this title, including this Code and the technical codes, except as may be specifically excepted or provided otherwise. A permit, although issued, shall not be valid until all established fees have been paid for each of the various types of permits and services listed therein. An amendment to a permit shall not be valid until the additional established fee, if any, due to an increase in the estimated cost of the building, structure, electrical, plumbing, and mechanical or gas systems, has been paid.

Exceptions:

1. The City of El Paso, the County of El Paso, the El Paso Housing Authority, the State of Texas, other governmental entities that are, as a matter of law, exempt from having to pay permit fees, utility companies and other entities whose permit fees have been waived by franchise agreement or resolution of the city council, and the United States Government are exempted from the payment of the permit fees required in this chapter; provided, that only such construction as is owned, operated and maintained by such governmental agencies shall be exempted from payment of such permit fees. Also, provided that the city council may authorize the building official to waive the permit fees required in this chapter when the project for which the permit is issued is a city project. For the purpose of this subsection, a "city project" shall be a project that the city council finds to be for the benefit of the general public, and that is to be either constructed on property owned by the city or with funds provided in whole or part by the city.

18.02.106.3 - Accounting.

The city shall keep an accurate accounting of all permit fees and other moneys collected, the names of all persons upon whose account the same was paid, along with the date and amount thereof, in accordance with the established records retention schedule.

18.02.106.4 - Schedule of permit fees.

On all buildings, structures, electrical, plumbing, mechanical and gas systems or alterations requiring a permit, the established fee for each permit shall be paid at the time application is filed.

18.02.106.5 - Building permit valuations (excluding new residential and residential additions).

If, in the opinion of the building official, the valuation of building, alteration, structure, electrical, gas, mechanical or plumbing systems appears to be underestimated on the application, permit shall be denied, unless the applicant provides a certified professional appraisal ~~can show detailed estimates~~ to meet the approval of the building official. The certified appraisal ~~Permit valuations~~ shall include total cost, such as required earthwork within the building area, electrical, gas, mechanical, plumbing, including materials, labor and equipment, and all other permanent equipment.

18.02.106.6 - Valuation for commercial master permits.

Permit valuation for the master permit for new commercial buildings and structures construction work shall be based on the International Code Council rates for building type and occupancy in effect on the date of the permit application. Subsequent to the completion of work, a final accounting of all costs or a ~~certified professional appraisal~~ may be submitted to the building official for a re-valuation.

18.02.106.6.1 - Permit fee for new residential or residential addition permits.

Permit fees for the master permit for new residential or residential additions buildings and structures construction work shall be based on the square footage cost prescribed by the FY

Schedule C in effect on the date of the permit application. Permit fees for new residential buildings may be adjusted per council action.

18.02.106.7 - Valuation for shell only permits.

Permit valuation for new commercial shell only buildings and structures construction work shall be based eighty percent of the value obtained from the International Code Council rates for building type and occupancy in effect on the date of the permit application.

18.02.106.7.1 - Valuation for shell II only permits.

Permits for shell II permits shall be based on the International Code Council rates for building type and occupancy in effect on the date of the permit application.

18.02.106.8 - Valuation for tenant improvement permits to shell buildings.

Permit valuation for tenant improvements to commercial shell only buildings and structures construction work shall be based on twenty percent of the value obtained from the International Code Council rates for building type and occupancy in effect on the date of permit application.

18.02.106.9 - Valuation for foundation only permits.

Permit valuation for foundation only work on commercial buildings shall be based on ten percent of the value obtained from the International Code Council rates for building type and occupancy in effect on the date of the permit application. This work shall be authorized separately and the fee shall be in addition to the overall permit fee.

18.02.106.9.1 - Valuation for Groups F (Factory), S (Storage), and U (utility) occupancies, as defined by the IBC.

Permit valuation for commercial buildings of, Groups F (Factory), S (Storage), and U (Utility) occupancies, shall be based on seventy percent of the value obtained from the International Code Council rates for building type and occupancy in effect on the date of the permit application.

18.02.106.10 - Fee refunds.

A portion of the fee paid for building, electrical, plumbing, or mechanical permits may be returned to the permit applicant; provided, that no work authorized under the permit has been started, and the permit and associated records are returned for cancellation within six months after the date of issuance. In each case, thirty percent of the established permit fee shall be retained by the department for plan review, in addition to any costs expended by the department for the issuance and maintenance of records, inspections to verify that no work was started, and costs of processing and preparing the refund.

18.02.106.11 - Submission, plan review and additional review fees.

Each application for master or separate subcontractor permit shall be subject to a permit fee. The total permit fee includes fees for plan review and required inspections and may also include an established fee for plan submission. All fees shall be collected at the time of permit issuance.

The established plan submission fee shall only be assessed if the plans for a particular project require more than three reviews. Any assessed plan submission fee shall be collected at the time of permit issuance.

Plans that amend or revise the following, subsequent to the issuance of a permit, shall require an additional plan review and the applicant shall be assessed the established fee for the additional plan review. The established fee shall be equal to the sum of the plan submission fees for each ~~of the disciplines that require~~ additional review cycle that require review due to:

- a. Modifications to the electrical, plumbing or mechanical systems which require revised drawings or calculations;
- b. Modifications to the fire, smoke, carbon monoxide alarms or suppression systems which require revised drawings or calculations;
- c. Modifications to the fire separations, accessibility requirements or ingress/egress which require revised drawings or calculations;
- d. Modification to the structural systems which require revised drawings or calculations; or
- e. Modifications which expand the occupancy or type of use for the structure which require revised drawings or calculations.

If no permit under the plan is secured within one hundred eighty days after the date of permit application, then the application shall be considered expired and a plan review fee in the amount of thirty percent of the established permit fee and any applicable submission fee is due and payable. The submission fee and plan review fee is nonrefundable and may not be applied to any future building permits.

If plans are approved and a permit is secured within one hundred eighty days after the date of permit application, the permit fee and any applicable plan submission fee are due and payable at the time of permit issuance.

If at any time subsequent to permit issuance, there is no activity in excess of one hundred eighty days, such application shall be declared expired. ~~Written notice shall be sent to the applicant stating that the application for permit has been declared expired. If the applicant does not respond within thirty days of the written notice, the option for permit extension shall expire. Upon expiration, and~~ any plans, and all other documents associated with the application for permit shall be destroyed.

The building official shall collect any outstanding fees on the subject property prior to the issuance of any permits.

18.02.106.12 - Plan review options available to the applicant.

The following optional preliminary plan review processes are available to all applicants. To take advantage of one of the optional plan reviews mentioned below an applicant shall pay the fee established by city council in the annual budget resolution for the requested preliminary plan review prior to application for a master building permit.

1. Expedited review 1: The fee as prescribed in the annual budget resolution, shall apply to all construction/building permits with a valuation equal to or greater than three hundred thousand dollars, excluding one and two family dwellings.
2. Expedited review 2: The fee as prescribed in the annual budget resolution, shall apply to all construction/building permits with a valuation less than three hundred thousand dollars, including one and two family dwellings regardless of valuation.

18.02.106.13 - Building permit fees: Mechanical, Electrical, Plumbing, Gas, Irrigation, Solar, permit fees.

A person obtaining a permit shall pay the established fee.

18.02.106.14 - Mechanical permit fees.

For all mechanical construction work requiring a mechanical permit, the established fee for each mechanical permit shall be paid at the time the permit is issued.

18.02.106.15 - Electrical permit fees.

For all electrical construction work requiring an electrical permit, the established fee for each electrical permit shall be paid at the time the permit is issued.

18.02.106.16 - Plumbing permit fees.

For all plumbing construction work requiring a plumbing permit, the established fee for each plumbing permit shall be paid at the time the permit is issued.

18.02.106.17 - Gas permit fees.

For all gas construction work requiring a gas permit, the established fee for each gas permit shall be paid at the time the permit is issued.

18.02.106.18 - Temporary gas permit fee.

A nonrefundable established permit fee is required for each month or portion of a month for which such permit is requested and shall be paid when the application is filed. This shall be separate from and in addition to fees required under Section [18.02.106.17] 18.02.109.6.

18.02.106.19 - Irrigation permit fees.

For all irrigation work requiring a permit, the established fee for each irrigation permit shall be paid at the time the permit is issued.

18.02.106.20 - Moving of buildings or structures.

A person obtaining a permit for the moving of buildings or structures shall pay the established fee.

18.02.106.21 - Demolition of building or structure.

A person obtaining a permit for the demolition of any building or structure or of any portion of a building or structure shall pay the established fee.

18.02.106.22 - Temporary structures.

A person obtaining a permit for temporary structures (construction sheds, seat canopies, tents, etc.), shall pay the established fee as applicable:

- A. For tents to be used for assembly or display or storage.
- B. For amusement devices (rides) available to the public, at any one location.

18.02.106.23 - Sidewalk, street, alley, public right-of-way, and parking meter space, rental.

- A. Each application for permit shall pay an additional established fee for use of any sidewalk, street, alley, public right-of-way, or any space the occupancy of which prevents the use of one or more parking meters.
- B. Such fee shall not apply to permits issued pursuant to Chapter 13.08 (Excavations) or Chapter 18.44 (Grading).
- C. If the use of the space is not discontinued at the expiration of the time for which payment has been made, the permit may be extended from time to time upon payment of further fees computed as if the extension were an original issuance. If the use of the parking meter space is discontinued before expiration of the time covered by the advance payment, and notice thereof given the building official so that he may ascertain whether such use is actually discontinued, the holder of the permit shall be entitled to a refund of the unearned portion of the payment meter space, but not to a refund of any other fees paid under this section.
- D. The permits and fees herein required for use of streets, sidewalks, alleys and parking meter space shall not be required when such use is necessary for the purpose of paving, surfacing, repairing, widening or other improvement of streets, sidewalks or alleys, done by or under contract with the city. The contractor and the person in charge of such work shall, however, as far as possible consistent with the nature of work, stack or arrange all material and equipment in such manner as not to create a hazard to persons using the streets, sidewalks or alleys, and upon completion or abandonment of the work shall clear the occupied areas.

18.02.106.24 - Fees for fire protection systems and appliances.

On all construction work requiring a permit for the installation of fire protection systems and appliances, the established fee for each permit shall be paid at the time the permit is issued.

18.02.106.25 - Fees for temporary or partial certificate of occupancies.

On the original application and for each extension thereof, the established fees for temporary or partial certificate of occupancies shall be paid at the time of each application or request for extension.

18.02.106.26 — Investigation ~~and In-Progress Inspection~~ Inspection fees.

An ~~additional~~ investigation ~~permit and/or in progress~~ fee in the established amount shall be ~~additionally~~ charged for any special investigation or ~~in progress inspection which~~ inspection, which is not a part of a regular permit program to include a pre-inspection, or any special investigation prior or subsequent to commencement of work.

18.02.106.27 - Re-inspection fees.

A re-inspection fee in the established amount shall be additionally charged for any re-inspection required because the work failed to comply with this Code, the technical codes, the Fire Prevention Code, or because the work was not ready for the inspection as requested.

18.02.106.28 - Starting work without a permit—Commercial.

Any person who commences any work on a commercial building, structure, electrical gas, mechanical or plumbing system before obtaining the necessary permits or written authorization from the building official shall be required to obtain a permit at three hundred percent of the established permit fee. The payment of such permit fee shall not relieve such person from concurrent or later prosecution for violation of this Code or the technical codes.

18.02.106.29 - Contractor starting work without a permit—Residential.

Any contractor who commences any work on a residential building, structure, electrical, gas, mechanical or plumbing system before obtaining the necessary permits or written authorization from the building official shall be required to obtain a permit at three hundred percent of the established permit fee. The payment of such permit fee shall not relieve such person from concurrent or later prosecution for violation of this Code or the technical codes.

18.02.106.30 - Homeowner starting work without a permit—Residential.

Any homeowner who commences any work on his own residential building, structure, electrical, gas, mechanical or plumbing system before obtaining the necessary permits or written authorization from the building official shall be required to obtain a permit at two hundred percent of the established permit fee. The payment of such permit fee shall not relieve such person from concurrent or later prosecution for violation of this Code or the technical codes.

18.02.107 - INSPECTIONS

18.02.107.1 - Inspections.

The building official, upon notification from the permit holder or his agent shall make the following inspections and such other inspections as necessary, and shall either release that portion of the construction or shall notify the permit holder or his agent of any violations which must be corrected in order to comply with the technical codes.

18.02.107.2 - Existing building inspections.

Before issuing a permit the building official may examine or cause to be examined any building, electrical, gas, mechanical or plumbing systems for which an application has been received for a permit to enlarge, alter, repair, move, demolish, install or change the occupancy.

He shall inspect all buildings, structures, electrical, gas, mechanical and plumbing systems, from time to time, during and upon completion of the work for which a permit was issued. He shall make a record of every such examination and inspection and of all violations of the technical codes.

18.02.107.3 - Retaining walls.

1. Foundation inspection: To be made after trenches are excavated, forms erected, and reinforcing steel is in place.
2. In-progress inspection: Walls retaining over four feet of earth shall also be subject to an in-progress inspection as well as material testing, to be performed when the wall is approximately twenty-five percent to fifty percent complete. Walls retaining less than four feet of earth do not require in-progress inspections.
3. Final inspection: To be made after the retaining wall is completed.

18.02.107.4 - Reroofing.

Final inspection: To be made after the reroofing or recovering work has been completed.

18.02.107.5 - Signs.

1. Foundation inspection: To be made after piers are drilled or after trenches are excavated and forms erected.
2. Electrical sign inspections: To be made after the wiring and equipment is installed. This inspection shall be made at the place of business of the electrical permit holder or of the sign permit holder, except that the building official may approve on-site inspection.
3. Final inspection: To be made after the sign installation is completed and ready for use.
4. Sign inspections. Sign foundations, piers and trenches shall be inspected for freestanding signs greater than eight feet in height or two hundred square feet in facial area.

18.02.107.6 - Irrigation and Landscaping systems.

1. Irrigation system inspection. Piping, wiring, controllers and backflow prevention devices required under Chapter 18.47 Irrigation systems shall be inspected prior to final occupancy.
2. Landscape inspection. Trees, plant materials, hard surface materials, etc. required under Chapter 18.46 Landscape shall be inspected prior to final occupancy.

18.02.107.7 - Plaster fire protection.

In all buildings where plaster is used for fire protection purposes, the permit holder or his agent shall notify the building official. Plaster shall not be applied until the release from the building official has been received.

18.02.107.8 - Reinforcing steel and structural frames.

Reinforcing steel or structural frame work of any part of any building or structure shall not be covered or concealed without first obtaining a release from the building official.

18.02.107.9 - Inspection of annexed installations.

When an area is annexed to the city, the existing buildings therein may be inspected as set forth in Section 18.02.107.2.

18.02.107.10 - Non-business hour inspections and ~~re-inspections~~ by appointment.

Non-business hour inspections and inspections by appointment. Inspections may be made upon payment of the established fee. Inspections requested for weekends, city-observed holidays, or other times outside regular business hours of the department shall be subject to prior approval of the building official. A minimum of two hours shall be charged for non-business hour inspection requests and inspections by appointment, which shall be paid before the inspection will be scheduled.

18.02.107.11 - Requirements for prefabricated buildings.

Building, plumbing, mechanical, fuel gas and electrical installations, structural systems, piping and wiring in prefabricated buildings or buildings which are moved into the city limits shall be made to conform to the requirements of this Code and the technical codes for new work; provided, however, that this provision shall not apply to any structure which complies with the standards and requirements of the Texas Department of Licensing and Regulations for Manufactured Housing or Industrial Housing and Buildings.

18.02.107.12 - Manufacturers and fabricators.

When deemed necessary by the building official, he shall make, or cause to be made; an inspection of materials or assemblies at the point of manufacture or fabrication. A record shall be made of every such examination and inspection and of all violations of the technical codes.

18.02.107.13 -- Reserved Commercial roof safety inspections.

~~Commercial buildings using wood or metal roof deck, where the distance from the underside of the roof deck is greater than ten feet above the floor immediately below and where the insulation is suspended beneath the deck shall be inspected for deterioration of the roof assembly on a regular basis.~~

~~The inspection shall be conducted by a professional engineer every three years after the issuance of the certificate of occupancy or the date of the adoption of this ordinance [March 6, 2012]. When a new roof is installed the inspection shall be conducted every three years from the date of the final inspection.~~

~~After the inspection, the inspector shall supply a certificate of inspection, in a form approved by the City of El Paso Building Official, containing the date of inspection, the name of the inspector and the results of the inspection. This certificate shall be displayed in a conspicuous place with any other certificates, licenses and permits required to be posted.~~

18.02.107.14 - Special inspection and Test program.

Special inspection is the monitoring of materials, installation, fabrication, erection and placement of components and connections that require special expertise that are critical to the integrity of the building structure. Special inspections isare required to ensure compliance with the approved construction documents (plans) and standards referenced in the applicable codes. Special inspectors and special inspection agencies shall have the proper certifications to conduct

the special inspections detailed in Chapters 17, 18, and 19 of the currently adopted International Building Code, 2009 edition.

18.02.107.14.1 — Types Special Inspections and Tests of special inspection Requirements.

Special inspections by certified special inspectors shall be required for the following:

- 1) Inspection of fabricators — Where fabrication of structural load bearing members and assemblies is being performed.
- 2) Steel construction — Steel elements of buildings and structures requiring special inspection as required identified in the currently adopted International Building Code edition, Section 1704.3, Table 1704.3 of the 2009 edition of the International Building Code (IBC).
- 3) Concrete construction — Verification for concrete construction as identified in the currently adopted International Building Code edition, Section 1704.4, Table 1704.4 of the 2009 edition IBC.
- 4) Masonry construction — Verification for masonry construction as required identified in the currently adopted International Building Code edition, Section 1704.5 and 1704.11, Tables 1704.5.1 and 1704.5.3 of the 2009 edition IBC.
- 5) Wood construction — Fabrication of wood structural elements and assemblies both prefabricated and field assembled as required identified in the currently adopted International Building Code edition, Section 1704.6 of the 2009 edition IBC.
- 6) Soils — Existing conditions and verification of site preparation prior to placement of prepared fill as required identified in the currently adopted International Building Code edition, Sections 1802.8 and 1704.10 of the 2009 edition IBC.
- 7) Deep driven, cast-in-place and helical pile foundations — Inspection and installation and testing of pile foundations as required identified in the currently adopted International Building Code edition, Section 1704.8, Table 1704.8 of the 2009 edition IBC.
- 8) Pier foundations — Inspection, installation and testing of pier foundations as required identified in the currently adopted International Building Code edition, Section 1704.9, Table 1704.9 of the 2009 edition IBC.
- 9) Vertical masonry foundation elements — Inspection and verification as identified required in the currently adopted International Building Code edition, Section 1704.5 of the 2009 edition of IBC.
- 10) Sprayed fire resistance materials — Inspection of fire resistive materials applied to structural elements as required in the currently adopted International Building Code edition, identified in Section 1704.12 of the 2009 edition IBC.
- 11) Mastic and intumescent fire-resistant coatings — Inspections of mastic and intumescent materials as required in the currently adopted International Building Code edition.

~~identified in Section 1704.13 of the 2009 edition IBC.~~

- 12) Exterior insulation and finish systems (EIFS) — as identified in Section 1704.14 of the 2009 edition IBC.
- 13) Special cases — Inspections needed in the opinion of the building official because of use of alternate materials, unusual design or use of materials as ~~required in the currently adopted International Building Code edition identified in Section 1704.15 of the 2009 edition IBC.~~
- 14) Smoke control — Inspections involving testing of ductwork prior to concealment as ~~as required in the currently adopted International Building Code edition identified in Section 1704.16 of the 2009 edition IBC.~~

18.02.107.14.2 - Special inspectors/agencies.

Special inspectors are required to obtain International Code Council (ICC) certification for the specific discipline they will be inspecting. Organizations that employ special inspectors shall gain accreditation through the International Accreditation Service (IAS), a subsidiary of the ICC.

18.02.107.15 - Third party service providers.

18.02.107.15.1 - Purpose and authority.

Third party service providers may conduct plan review and inspection services for the building industry to expedite service delivery for commercial or residential development, which may be provided by different entities or individuals and must be all inclusive as identified in Section 18.02.107.15.3. This section establishes the licensing procedure and requirements for qualification as a third party service provider. Any reference in this section to third party service providers shall apply equally to companies and individuals engaged in such services. This section does not apply to the hiring of such companies by the city to provide services relating to potential litigation or to provide services ancillary to compliance with local, state or federal laws. Such hiring shall be done in consultation with the city attorney and in accordance with the applicable requirements of local, state or federal law.

18.02.107.15.2 - Procedures for third party service providers.

The City of El Paso operates under the ~~2015 currently adopted~~ 2015 currently adopted Edition of the International Building Codes published by the International Code Council (ICC). Third party service providers shall be licensed by the city solely on the basis of their qualification and current certification of inspectors and plans examiners by the International Code Council. Licenses shall be required for residential and commercial services. Services provided by third parties shall include all types of plan review and inspections for residential or commercial projects as licensed by the city. City licenses shall be renewed on an annual basis. Special inspections shall be provided in accordance and compliance with ~~Chapter 17 of the 2015 currently adopted~~ Chapter 17 of the 2015 currently adopted Edition of the International Building Code.

18.02.107.15.3 - Qualification requirements.

The determination of a potential third party service provider's qualifications shall be based on the criteria set forth below. Third party service providers may also present other information which objectively demonstrates that the potential third party service provider has the capacity to perform plan review and inspections (except special inspections) as required under the provisions of this Code. Third party service providers must submit the following:

1. Third party service provider's history identifying previous experience in conducting residential or commercial plan review and inspection services.
2. Proof of International Code Council certification for each individual who will be performing plan review and/or inspections services as specified below:
 - a. Residential plan review.
 - 1) Residential plans examiner; and
 - 2) Residential energy inspector/plans examiner; and
 - 3) Accessibility inspector/plans examiner or TAS certification; and
 - b. Residential inspection.
 - 1) Residential combination inspector; or individual.
 - 2) Building/residential inspector.
 - 3) Plumbing inspector.
 - 4) Electrical inspector.
 - 5) Mechanical inspector.
 - 6) Current State of Texas plumbing inspector license.
 - c. Commercial plan review.
 - 1) Building plans examiner.
 - 2) Electrical plans examiner.
 - 3) Mechanical plans examiner.
 - 4) Plumbing plans examiner.
 - 5) Commercial energy plans examiner or commercial energy inspector/plans examiner with ASHRAE 90.
 - 6) Accessibility inspector/plans examiner or Texas registered accessibility specialist (TAS).
 - d. Commercial inspections.
 - 1) Commercial building inspector.
 - 2) Commercial electrical inspector.
 - 3) Commercial mechanical inspector.
 - 4) Commercial plumbing inspector.
 - 5) Fuel gas inspector.

- 6) Med gas endorsement.
 - 7) Commercial energy inspector or commercial energy inspector/plans examiner with ASHRAE 90.
 - 8) Accessibility inspector/plans examiner or Texas registered accessibility specialist.
 - 9) Current State of Texas plumbing inspector license.
3. Staff resumes including the identification, education, certification, and continuing education completed for each staff member who will be performing third party services.
 4. Evidence of commercial liability, property damage liability, vehicle liability and errors and omissions insurance coverage with minimum combined bodily injury (including death), property damage, vehicle, and errors and omissions, limits of not less than one million dollars for each occurrence, and two million dollars annual aggregate. In addition, third party service providers must provide evidence of a bond as required by Section 18.02.04.7 of the El Paso City Code.
 5. Any other information in support of the third party service provider's application.
 6. Third party plumbing inspection services shall comply with Texas Occupations Code, Title 18, Chapter 1301, and the Texas State Board of Plumbing Examiners Rules, as applicable and as may be amended. Pursuant to State Plumbing Code Section 1301.255(e), plumbing inspections must be paid directly by the city.

18.02.107.15.4 - Scope of services.

Licensed third party service providers shall be required to provide complete site plan review, plan review, and inspection services for residential and commercial projects as determined by the city. These services must include zoning, grading, and site development review, plan review and inspection of private sector projects for which the building official determines that third party services would be appropriate.

Any agreements entered into between an approved third party service provider and the private sector are private contracts to which the City of El Paso is not a party.

Contractors desiring to use third party service providers for plan review/inspection services shall pay, at the time of permit issuance, the city established fees as set forth in Schedule C, as well as any plumbing inspection fees applicable.

Licenses will be renewed every three years using the same criteria identified in Section 18.02.107.15 and available information from previous audits.

18.02.107.15.5 - Third party service provider audits.

Third party service providers shall be subject to the same quality review as City of El Paso employees performing the same service. An audit of a third party service provider's annual services including inspections and plan reviews may be conducted by the city to assure that inspections of residential and commercial developments were adequately and accurately performed. Third party service providers will be notified in writing of all audit findings with deficiencies.

18.02.107.15.6 - Third party service provider audit process.

The city is authorized to conduct periodic unannounced audits of all services provided under this section. Site as well as plan review and inspection services may be audited. The following shall apply to all third party service providers:

1. Following written notice by the building official of an audit resulting in one or more deficiencies (failure to comply with code requirements), and for each written notice of deficient audit thereafter, the third party service provider shall:
 - a. Inform the respective builder/contractor of the specific code infraction(s) and the corrections required.
 - b. Following correction of the deficiencies, the city shall conduct a follow up plan review and/or inspection to assure compliance. The established fee for plan review and/or re-inspection shall be paid.
 - c. The city shall not be responsible for the cost of any corrections required and/or project delays.
2. Two audits with one or more deficiencies within any one-hundred-eighty-day period shall also result in:
 - a. A conference with the building official and the third party service provider in an effort to improve the performance of the third party service provider.
 - b. Prior to performing any further third party services, the third party service provider shall be required to show evidence of process improvements, internal correction procedures, methods, and/or training, and/or staff reassignments as appropriate to prevent recurrence of infraction.
3. Three audits with one or more deficiencies within any one-hundred-eighty-day period shall also result in:
 - a. Third party service provider being placed on probation for a period of one hundred eighty days.
 - b. Third party service providers that have been placed on probation more than once in any five-year period shall have their license for third party services terminated and be deemed non-qualified for a two-year period, in reference to subsequent request for qualification solicitations or license renewal or reinstatement.
4. Further audits with one or more deficiencies during the probationary period shall result in:
 - a. Suspension of third party service provider for a period of one hundred eighty days.
5. A third party service provider suspended pursuant to this section may appeal the building official's decision to the construction board of appeals, pursuant to Chapter 2.30 and Chapter 18.380 of the City Code.

18.02.107.15.7 - Third party service provider license fees.

Applicants shall pay at the time of application or renewal a fee as set forth in Schedule C as adopted by the El Paso City Council.

18.02.108 - DEMOLITION^[2]

18.02.108.1 - Demolition of building or structure.

The purpose of this section is to assure greater public safety during demolition activities by establishing the process and setting forth the requirements for obtaining a demolition permit, establishing requirements for demolition including notification to adjacent property owners when applicable and encouraging the salvage and/or recycling of materials. City ordered demolitions shall be exempt from the requirements of this section.

A. Definitions.

1. Deconstruction means the process of systematically dismantling a structure or portion of a structure in an environmentally, economically and socially responsible manner, aiming to maximize the recovery of materials for reuse and recycling.
2. Demolition means the deconstructing, destroying, razing, tearing down, alteration or wrecking of any structure or removal of any load-supporting structural member of a building or structure together with any related handling operations.

B. Permit required.

1. A demolition permit shall be required before any person proceeds with any of the following activities/work:
2. Level I. The demolition or partial demolition of a single family, duplex, triplex, quadruplex or commercial building under 5,000 square feet of the gross floor area being demolished.
3. Level II. The demolition or partial demolition of a commercial building greater than 5,000 square feet but less than 10,000 square feet of the gross floor area being demolished.
4. Level III. The demolition or partial demolition of a commercial building greater than 10,000 square feet of the gross floor area being demolished.

C. Fees.

1. A person obtaining a Level I demolition permit shall pay the established fee.
2. A person obtaining a level II demolition permit shall pay two hundred percent of the established permit fee.
3. A person obtaining a level III demolition permit shall pay three hundred percent of the established permit fee.

D. Duration.

A demolition permit shall be valid for a consecutive ~~90-day~~90-day period. Every permit issued shall expire under any of the following circumstances:

1. The work authorized by such permit is not commenced within three months from the issue date of the permit;

2. The work authorized by such permit is suspended or abandoned for a period of three months after the time the work is commenced;
3. The permit applicant fails to call for and receive an inspection for any period of three months.
4. Upon completion and successful final inspection of the work authorized by such permit.
5. A permittee holding an unexpired permit may apply for one extension of time for a period of not more than one ~~ninety-day~~ninety-day period; provided that the request for extension is made in writing prior to the expiration of the current permit, ~~Such~~such extension authorizations shall be made in writing to the building official. There shall be no fee for the extension of an unexpired permit.
6. A completion permit may be obtained for an expired permit within six months of the date of expiration of the original permit. The cost of the completion permit shall be equal to one half the established fees required for a new permit for such work.

E. Application Requirements.

1. Emergency demolition. Emergency demolition will be permitted upon provision of:
 - a. ~~A copy of the Building Standards Commission order;~~
 - b. ~~A fire assessment from the Fire Marshal's office;~~
 - eb. —A structural engineer's assessment of imminent hazard approved by the Building Official;
 - cd. ~~Court order; or~~
 - de. — Upon a determination made by the building official pursuant to International Building Code Section 116.1 that the structure or equipment is unsafe and must be taken down and removed or made safe.

Exception: Historic landmark Commission approval is not required for a designated structure when ordered by the Building and Standards Commission, or declaration of imminent hazard by the Fire Marshal or Building official.
2. —Standard demolition. The applicant shall provide a demolition plan
3. —Complete and interior demolition. The applicant shall provide:
 - a. ~~s~~Scaled survey or site of property clearly labeling limits of proposed demolition.
 - a-
 4. ~~Interior demolition of commercial properties. The applicant shall provide:~~
 - b. a. Scaled floor plan of structure clearly labeling area(s) of existing structure.
 - a-
 - c. b. Proposed demolition and/or removal and replacement of materials.
 - b. —

~~d. e.~~—Hazardous Material/Asbestos remediation report.

~~e. Proof of utility disconnections.~~

~~f. Proof of ownership, title deed and/or warranty deed or notarized letter from property owner authorizing demolition.~~

~~e.—~~

~~d. Material (CDM) manifest form as per Section 9.04.280 of the Municipal Code.~~

~~e. Proof of utility disconnections.~~

~~f. Proof of ownership, title deed and/or warranty deed or notarized letter from property owner authorizing demolition.~~

F. Demolition of property within the Downtown Plan Area.

1. If the property to be demolished is located within a historic district or is a landmark, approval for demolition from the Historic Landmark Commission is required prior to the issuance of a demolition permit and all other application requirements of 18.02.108.1E. shall be followed.

Exception: Historic landmark Commission approval is not required for a designated structure when ordered by the Building and Standards Commission, or declaration of imminent hazard by the Fire Marshal or Building official.

2. If the property to be demolished is within the Downtown Plan Area, the applicant will be required prior to demolition to:
 - a. Provide for as-built drawings or photo-documentation.
 - b. Provide proof of notices sent: If the proposed building to be demolished is three stories or less, the applicant shall provide copies of certified letters to all adjacent property owners and businesses notifying them of the proposed demolition and approximate schedule of events. If the proposed demolition is for a commercial or industrial structure or a residential structure four stories or more, all property owners and business within 300 feet shall be notified. If the proposed building to be demolished shares a common wall with another building(s) the applicant shall submit a sealed structural engineer's report that verifies that the proposed demolition will not adversely impact adjoining structures.

G. Additional provisions.

1. No wall, chimney or other structural part shall be left at the end of each shift in such condition that it may collapse due to wind, vibration or other cause.

2. Upon the completion of demolition operations, the site shall be completely cleared of rubbish, brush, weeds and other debris. The site must be left free of ponds/ponding areas.

3. Footings/foundations, basement/surface slabs, septic tanks, wells, cesspools, and cisterns shall be completely removed.

Exception: Footings, foundations, basement walls may remain provided that:

- a. The site is properly secured by appropriate fencing.

- b. Plans sealed by a design professional are submitted at the time of proposed new construction using existing footings, foundations, or basement walls.
- c. The plans provide an engineering analysis stating that the footing/foundations are structurally adequate for the intended new structure.
- d. An engineering inspection report indicating that the original footings/foundation or other structures that will be utilized have not been disturbed, structurally impaired and/or impacted by the demolition.

4. ~~Security fencing shall be provided by the contractor.~~

5. The applicant shall coordinate with applicable city departments for the blocking of walkways, thoroughfares and alleys to protect the public.

H. Final site preparation/security.

- 1. The site must be left ready for new construction. All underground utilities, footings, foundations, vaults, basements, etc., must be removed and clean fill must be used to return the site/lot to its original and/or otherwise appropriate elevation consistent with adjoining lots and/or public improvements.

Exception: Footings, foundations, basement walls may remain provided that:

- a. The site is properly secured by appropriate fencing.
- b. Plans sealed by a design professional are submitted at the time of proposed new construction using existing footings, foundations, or basement walls.
- c. The plans provide an engineering analysis stating that the footing/foundations are structurally adequate for the intended new structure,
- d. An engineering inspection report indicating that the original footings/foundation or other structures that will be utilized have not been disturbed, structurally impaired and/or impacted by the demolition.
- 2. Contractor shall return all public improvements to their original and/or improved condition(s).

18.02.111 - CERTIFICATES OF OCCUPANCY

18.02.111.1 - New building certificate of occupancy.

A Certificate of Occupancy allows for full occupancy of an entire building or structure when the entire building or structure is dedicated to one specific use or occupancy type. A new building shall not be occupied or a change made in the occupancy, nature or use of a building or part of a building until the building official has issued a certificate of occupancy. The certificate shall not be issued until the building has passed all required inspections, is in compliance with the technical codes and other applicable laws and ordinances and is released by the building official and the applicant has paid the established fee.

18.02.111.2 - Existing building certificate of occupancy.

A certificate of occupancy for any existing building may be obtained by applying to the building official and supplying the information and data necessary to determine compliance with the technical codes for the occupancy intended. Where necessary, in the opinion of the building official, detailed drawings, or a general inspection, or both, may be required. When, upon examination and inspection, it is found that the building conforms to the provisions of the technical codes and other applicable laws and ordinances for such occupancy, a certificate of occupancy shall be issued and the applicant has paid the established fee.

18.02.111.3 - Certificates of occupancy for lots with unconditional master building permits.

Certificates of occupancy shall be issued for lots receiving unconditional master building permits as described in Section 18.02.105.15A. of this Code when the structures comply with the requirements of the building and zoning codes, and all subdivision improvements have been completed in accordance with Title 19 (Subdivisions) of this Code and upon payment of the established fee.

18.02.111.4 - Certificates of occupancy for lots with conditional master building permits.

Certificates of occupancy may be issued for lots receiving conditional master building permits as described in Section 18.02.105.15B. of this Code provided the applicant has paid the established fee and the following requirements are complied with:

1. The structures comply with the requirements of the building and zoning codes; and
2. The subdivision improvements required under Title 19 (Subdivisions) have been constructed, completed, and if the improvements are public improvements, accepted by the city for maintenance, or the developer provides financial security in accordance with Section 19.08.040 of the City Code for completion of the subdivision improvements; or
3. The subdivision improvements for the approved phase of the subdivision have been constructed, completed, and if the improvements are public improvements, accepted by the city for maintenance and the developer provides financial security in accordance with Section 19.08.040 of the City Code for completion of the remaining subdivision improvements.

18.02.111.5 - Temporary Certificate of Occupancy (TCO).

A TCO may be issued that allows for temporary occupancy of an incomplete building upon payment of the established fee and provided that the building has passed the following life safety and service system inspections:

1. Inspections required prior to issuance of a commercial TCO:
Engineering final, electrical final, fire final, mechanical final, plumbing final, building final.
2. Inspections required for a residential TCO:
Electrical final, mechanical final, plumbing final, building final, and fire final.

A TCO is valid for thirty days. An extension TCO may be granted for an additional thirty (30) days upon with written request for extension and upon payment of the established fee contained in Schedule C.

18.02.111.6 - ~~Reserved~~Nonconforming buildings or uses.

~~Persons who wish to utilize structures or buildings for a limited period of time, which do not meet the requirements of the technical codes, shall apply to the building official for approval of a temporary certificate of occupancy, and pay the established fee contained in Schedule C. Temporary Certificates of Occupancy for non-conforming buildings or uses shall not exceed thirty days.~~

18.02.111.6.1 - Conditional Certificate of Occupancy (CCO).

A CCO allows for temporary occupancy of a complete or portion of an existing building or structure for an occupancy other than the occupancy for which the building or structure was intended, or for vacant premises as described in this section, provided all life safety requirements have been met for the proposed new occupancy and upon payment of the established fee. A CCO shall not exceed one year.

A CCO for otherwise vacant premises shall be allowed only in specific portions of the street level in buildings within a 1-mile radius of the Downtown Plan Area, upon application approval by the building official and upon agreement to the proposed occupancy classification and compliance benchmarks. A CCO for otherwise vacant premises may be extended through a second year with no additional permit fees by the building official, pending a phased compliance plan and expires automatically when applicant vacates the premises.

18.02.111.6.2 - ~~Certificate of Use (C/U).~~

~~Following application, inspection and payment of established fee, certificates of use allow for multiple occupancy types in one building or structure and/or occupancy of only a specified portion of a building or structure when the remainder of the building or structure is vacant provided all life safety requirements have been met for the proposed new occupancy and no hazards are posed by the remainder of the structure. A certificate of use is also required for any use or partial use of a site or lot.~~

~~Buildings or structures with multiple uses and/or occupancies and buildings or structures where only a portion of the building is in use, are required to have a certificate of use for each use and/or occupancy. Each certificate shall specify the allowable use and the specific location (floor and area allocated on each floor) for each use. Any modifications or changes to such uses and/or areas occupied shall be reported to the building official and shall require an additional review/inspection and issuance of a new certificate. A certificate of use is required for use or partial occupancy of a vacant building(s) that may be in the process of renovation and/or rehabilitation. The area allocated to the specific use shall comply with all life safety requirements as established in [Chapter] Section 18.02 and no hazards are posed by the remainder of the structure.~~ Reserved

18.02.111.7 - Certificate of completion.

After the building official inspects the work completed under permit for a building, structure, electrical, fire protection, plumbing, mechanical, fuel gas, or similar system or structure that cannot be occupied, and finds no violations of the provisions of this Code or the technical codes, the building official is authorized to issue a certificate of completion. Such certificate of completion certifies that the work performed under the permit has been satisfactorily completed. The certificate of completion does not authorize the occupancy of any incomplete shell, building or structure.

18.02.111.8 - Connection of service utilities.

No person shall make connections from a utility, source of energy, fuel or power to any building or system which is regulated by the technical codes for which a permit is required, until released by the building official, and a certificate of occupancy or completion is issued.

18.02.111.9 - Temporary connection.

The building official may authorize the temporary connection of the building or system to the utility source of energy, fuel or power for the purpose of testing building service systems or for use under a temporary certificate of occupancy. Any person receiving authorization under this section shall pay the established fees for installation and inspection.

18.02.111.10 - Authority to disconnect service utilities.

The building official shall have the authority to order the disconnection of utility service to the building, structure or system regulated by the technical codes in case of emergency where necessary to eliminate an immediate hazard to life or property. The building official shall notify the serving utility, and whenever possible the owner and occupant(s) of the building, structure or service system of the decision to disconnect prior to taking such action. If not notified prior to disconnecting, the owner or occupant of the building, structure or service system shall be notified in writing, as soon as practical thereafter.

18.02.111.11 - Plumbing outside city limits.

Water service shall not be furnished to any property outside the city limits having a water plumbing system installed on or before January 1, 1972, unless such water plumbing system has been inspected, tested and approved in accordance with rules and regulations of the public service board/El Paso Water Utilities (EPWU).

Water service shall not be furnished to any property outside the city limits having a water plumbing system installed after January 1, 1972, unless such water plumbing system has been inspected and all plumbing thereon complies with the requirements of this Code and the technical codes.

Persons receiving permits and inspections under this section shall pay all established fees.

After the public service board or EPWU begins water service to a property outside the city limits, all additional plumbing work done on such property shall comply with this Code and the technical codes and pass the inspections therein required. Such additional plumbing work shall be pursuant to a permit issued upon payment of the established fees.

18.02.111.12 - Relations with the El Paso Water Utilities (EPWU) Department.

No system of plumbing utilizing a private disposal system as provided in the plumbing code shall be turned on by EPWU until EPWU has received a final approval of such system from the building official.

No existing out-of-city plumbing system as defined in Section 18.02.111.11 until the private sewage (whether individual or community) to which the system is connected has been inspected and approved by the building official and notice of such approval has been furnished to EPWU.

Clear water waste from swimming, wading and bathing pools and similar devices and installations may be utilized for irrigation by either surface or subsurface spreading when specifically authorized by the building official.

18.02.111.13 - Appeals to the construction board of appeals.

In any case where a decision of the building official, regarding adequacy or quality of public or private improvements, prevents the issuance of a permit or certificate of occupancy, the permit applicant may appeal the decision to the construction board of appeals in accordance with the requirements and procedures of Chapter 2.30 of the City Code.

18.02.112 - CONSTRUCTION SITE WASTE MANAGEMENT REQUIREMENTS

18.02.112.1 - Discarded building materials and construction site waste.

Construction site waste must be properly managed and disposed to ensure worker safety, public health and welfare, as well as to reduce risks of injury, pollution, environmental contamination, and ensure storm water protection. Practices such as trash disposal, proper material handling, and spill prevention and clean up measures must be implemented in accordance with El Paso City Code, Title 9 (Health and Safety), Chapter 9.04 (Solid Waste Management) and Texas Administrative Code, Title 30, Chapter 327, 330, and 335.

18.02.114 - SEVERABILITY

If any section, subsection, sentence, clause or phrase of this Code or of the technical codes is for any reason held to be unenforceable, such decision shall not affect the validity of the remaining portions of this Code or of the technical codes.

18.02.115 - VIOLATIONS AND PENALTIES

Any person, firm, corporation or agent who shall violate a provision of this Code or of the technical codes, or fail to comply therewith, or with any of the requirements thereof, or who shall erect, construct, alter, install, demolish or move any structure, electrical, gas, mechanical or plumbing system, or has erected, constructed, altered, repaired, moved or demolished a building, structure, electrical, gas, mechanical or plumbing system; in violation of a detailed statement or

drawing submitted and permitted thereunder, shall be deemed guilty of a misdemeanor and punished by a fine not to exceed two thousand dollars. Each such person shall be deemed guilty of a separate offense for each and every day or portion thereof during which any violation of any of the provisions of this Code or of the technical codes is committed or continued.

SECTION 2. That except as herein amended, Title 18 (Building and Construction, Chapter 18.02 (Administrative Code) of the El Paso City Code shall remain in full force and effect.

Chapter 18.08-BUILDING CODE

18.08.010 Short title.

This chapter may be cited as the "Building Code."

18.08.020 Adoption.

The book entitled "International Building Code," ~~2015~~ 2021 Edition, a copy of which authenticated by the city clerk is on file in the city clerk's office, is adopted as the building code of the city, as fully as if copied at length in this chapter, but with the changes set forth in this chapter and Chapter 18.02, the Building and Administrative Code of the City of El Paso. Exception: As an alternative, existing buildings undergoing repair, alterations, additions or change of occupancy shall be permitted to comply with the El Paso Existing Building Code Chapter 18.28.

18.08.030 Section 105.2 Work exempt from permit,

International Building Code, ~~2015 Edition~~ 2021 Edition, Section 105.2, Work exempt from permit, Building: is hereby amended to read as follows:

105.2 Work exempt from permit. Exemptions from permit requirements of this code shall not be deemed to grant authorization for any work to be done in any manner in violation of the provisions of this code or any other laws or ordinances of this jurisdiction. Permits shall not be required for the following:

Building:

- ~~1. One-story detached accessory structures used as tool and storage sheds, playhouses and similar uses, provided that the floor area is not greater than 120 square feet (11 m²).~~
1. Masonry landscape walls and fences not over forty-two inches high, completely within the subject property and meeting zoning requirements. Where there is a difference in elevation between abutting properties or property lines, the height measurement shall be taken from the high side of the wall, exclusive of retaining walls.
 - a. Chain link or wrought iron fences not over six feet high, completely within the subject property and meeting zoning requirements.

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- ~~1. Fences not over 7 feet (2134 mm) high.~~
2. Oil derricks.
3. Retaining walls that are not over 4 feet (1219 mm) in height measured from the bottom of the footing to the top of the wall, unless supporting a surcharge or impounding Class I, II or IIIA liquids.
4. Water tanks supported directly on grade if the capacity is not greater than 5,000 gallons (18,925 L) and the ratio of height to diameter or width is not greater than 2:1.
5. Sidewalks and driveways not more than 30 inches (762 mm) above adjacent grade, and not over any basement or story below and are not part of an accessible route.
6. Painting, papering, tiling, carpeting, cabinets, counter tops and similar finish work.
7. Temporary motion picture, television and theater stage sets and scenery.
8. Prefabricated swimming pools accessory to a Group R-3 occupancy that are less than 24 inches (610 mm) deep, are not greater than 5,000 gallons (18,925 L) and are installed entirely above ground.
- ~~9. Shade cloth structures constructed for nursery or agricultural purposes, not including service systems.~~
- ~~10-9.~~ Swings and other playground equipment accessory to detached one- and two-family dwellings.
- ~~11-10.~~ Window awnings in Group R-3 and U occupancies, supported by an exterior wall that do not project more than 54 inches (1372 mm) from the exterior wall and do not require additional support.
11. Nonfixed and movable fixtures, cases, racks, counters and partitions not over 5 feet 9 inches (1753 mm) in height.

Electrical:

1. **Repairs and maintenance:** Minor repair work, including the replacement of lamps or the connection of *approved* portable electrical equipment to *approved* permanently installed receptacles.
2. **Radio and television transmitting stations:** The provisions of this code shall not apply to electrical equipment used for radio and television transmissions, but do apply to equipment and wiring for a power supply and the installations of towers and antennas.
- ~~3.~~ **Temporary testing systems:** A *permit* shall not be required for the installation of any temporary system required for the testing or servicing of electrical equipment or apparatus.

Gas:

1. **Portable heating appliance.**
2. Replacement of any minor part that does not alter approval of equipment or make such equipment unsafe.

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Mechanical:

1. Portable heating appliance.
2. Portable ventilation equipment.
3. Portable cooling unit.
4. Steam, hot or chilled water piping within any heating or cooling equipment regulated by this code.
5. Replacement of any part that does not alter its approval or make it unsafe.
6. Portable evaporative cooler.
7. Self-contained refrigeration system containing 10 pounds (4.54 kg) or less of refrigerant and actuated by motors of 1 horsepower (0.75 kW) or less.

Plumbing:

1. The stopping of leaks in drains, water, soil, waste or vent pipe, provided, however, that if any concealed trap, drain pipe, water, soil, waste or vent pipe becomes defective and it becomes necessary to remove and replace the same with new material, such work shall be considered as new work and a *permit* shall be obtained and inspection made as provided in this code.
2. The clearing of stoppages or the repairing of leaks in pipes, valves or fixtures and the removal and reinstallation of water closets, provided that such repairs do not involve or require the replacement or rearrangement of valves, pipes or fixtures.

18.08.035 Section 107.2.5.2 Finish Floor Elevation.

Finish floor elevations shall be set at one foot above the 100 year (1% annual chance) flood elevation for residential and multi-family structures

18.08.040 Section 202 Definitions, Shell, amended.

International Building Code, ~~2015 Edition~~2021 Edition, Section 202 Definitions, is hereby amended to read as follows:

Shell: A shell building shall meet the requirements that consist of all exterior walls, foundation, site work, landscaping and zoning, parking requirements, property line firewalls and roof structure. Multi-story shell building shall include elevator floor assemblies, mezzanines (when used), stairwells and elevators. Any mechanical, plumbing or electrical scope of work will be limited to "rough-in" designs for future use. Utilities service connections will be stub outs into the building's service entrance for connection at time of the time of tenant improvements. Shell building shall not be occupied upon completion. However, they must meet all minimum requirements for public works, zoning, land development, sanitation and water, before a certificate of completion is issued. No certificate of occupancy will be issued until landscaping, civil work or building construction is completed.

18.08.050 Section 310.1 Residential Group R, R-3, amended.

International Building Code, ~~2009-2021~~ Edition, Section 310.1 Residential Group R, R-3 is hereby amended to read as follows:

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R-3 Residential occupancies where the occupants are primarily permanent in nature and not classified as R-1, R-2, R-4 or I, including child care facilities which accommodate six or more children of any age who stay less than 24 hours per day and are permitted under the Zoning Ordinance or personal home care facilities permitted under the Zoning Ordinance.

18.08.055 Section 1109.2.1 Family or assisted-use toilet and bathing rooms.

In assembly and mercantile occupancies, an accessible family or assisted-use toilet room shall be provided. In buildings of mixed occupancy, only those water closets required for the assembly or mercantile occupancy shall provide assisted-use toilet. In recreational facilities where separate-sex bathing rooms are provided, an accessible family or assisted-use bathing room shall be provided. Fixtures located within family or assisted-use toilet and bathing rooms shall be included in determining the number of fixtures provided in an occupancy.

Exception: Where each separate-sex bathing room has only one shower or bathtub fixture, a family or assisted-use bathing room is not required.

1109.2.1.1 Standard. Family or assisted-use toilet and bathing rooms shall comply with Sections 1109.2.1.2 through 1109.2.1.7.

1109.2.1.2 Family or assisted-use toilet rooms. Family or assisted-use toilet rooms shall include only one water closet one lavatory and one diaper changing station. A family or assisted-use bathing room in accordance with Section 1109.2.1.3 shall be considered a family or assisted-use toilet room. Every new establishment or use shall be required to provide a baby diaper changing station in accordance with the requirements of this section. Each establishment or use shall be required to provide at each floor level containing bathrooms, at least one diaper changing station that is accessible to women, and one that is accessible to men, or a single station accessible to both. Each establishment shall provide signage indicating the location of the baby diaper changing station. Any shopping center, mall or other facility encompassing multiple establishments and having a central directory shall indicate on the directory the location of all stations. A baby diaper changing station shall mean a safe, sanitary and convenient baby diaper changing station, deck, table or similar amenity which is installed or placed in a separate, designated location in an establishment or use subject to the provisions of this section.

Exception: A urinal is permitted to be provided in addition to the water closet in a family or assisted use toilet room.

1109.2.1.3 Family or assisted-use bathing rooms. Family or assisted-use bathing rooms shall include only one shower or bathtub fixture. Family or assisted-use bathing rooms shall also include one water closet and one lavatory. Where storage facilities are provided for separate-sex bathing rooms, accessible storage facilities shall be provided for family or assisted-use bathing rooms.

18.08.060 Section 311.4 Required separation for Group S tenants, added.

International Building Code, ~~2015 Edition~~2021 Edition, Section 311.4 Required separation for Group S tenants, is hereby added to read as follows:

311.4 Required Separation for Group S Tenants. Tenants of a Group S occupancy shall be separated from other tenants by 1-hour fire partitions and horizontal assemblies or a Code required fire barrier. Non-fire rated partitions may be used to separate Group S tenants provided no area between partitions rated at 1-hour or more exceeds 3,000 sq. ft. or a sprinkler system is installed

18.08.070 Section 424.312.2 Fences, added.

International Building Code, ~~2015 Edition~~2021 Edition, Section 312.2 Fences, is hereby added to read as follows:

312.2 Fences.

312.2.1 Electrified Fences General. To the extent that the construction of an electrified fence does not conflict with the requirements specified herein, such fence shall be constructed or installed in conformance with the specifications set forth in IEC Standard 60335-2-76.

312.2.2 Definition. Electrified Fence—Any fence, barrier or enclosure partially or totally enclosing a building, field or yard, carrying any electrical pulse or charge through any part, section or element thereof.

312.2.3 Restricted Use.

1. ~~1.~~The installation of an electrified fence is restricted to the following uses and zoning districts:
 - a. ~~a.~~For control of domestic farm animals in areas zoned and actually utilized for farming or ranching activities; or for other areas where large domestic animals such as horses or cattle are legally maintained.
 - b. ~~b.~~For the permitted uses of outdoor storage, motor vehicle storage, major utility and recycling facilities, general warehouse, contractor yard and manufacturing within the regional commercial district "C-4".
 - c. ~~c.~~For installation in industrial and manufacturing districts designated as "Q", "P-1", "M-1" "M-2" and "M-3" as defined by Title 20 of the El Paso City Code.
2. ~~2.~~Only battery-powered units are acceptable. Units must be approved by a Nationally Recognized Testing Laboratory (NRTL) with final installation acceptable to the Building Official.
3. The installation of an electric fence is prohibited,
 - a. Within 25 feet of any outdoor area used for the handling of hazardous materials pursuant to the Fire Code, or
 - b. Within five feet of any public right-of-way.

312.2.4 Permit Required. The installation of an electric fence requires an approved permit with the permit official. It shall be unlawful for any person to install, maintain or operate an electrified fence in violation of the provisions of this section.

1. Applications must include the following:
 - a. Site plan indicating the location of the electrified fence and perimeter fence.
 - b. Schematics and load calculations indicating and/or displaying the,
 - i. Location of the power source,
 - ii. Materials used for the fence construction,
 - iii. Location of the regulating and monitoring equipment, and
 - iv. Location of emergency access, knox box and cut-off switch.
2. A permit shall be obtained and renewed every two years with a notarized statement attached to the renewal application from an authorized representative of the fence or barrier equipment manufacturer indicating the installation is operating in conformance with the original design and complies with acceptable safety standards.

312.2.5 Registration Required. Prior to the installation or use of an electrified fence and upon permit issuance, the permit holder must register the electrified fence with the fire code official to identify the location of said fence and required cut-off switch and knox box in the event that deactivation is required by an authorized public safety official.

312.2.6 Standards.

312.2.6.1 Standards—Electrification. Electric fences or barriers must be designed and certified by an authorized representative of a fence or barrier equipment manufacturer. Upon installation, said representative shall certify the installation meets the following design and safety requirements:

1. ~~1.~~ AC current shall not be used to energize any electric fence.
2. ~~2.~~ The energizer for electric fences shall be driven by a commercial storage battery not to exceed 12 volts capacity charged by a solar panel. A commercial trickle charger may augment power source.
3. ~~3.~~ The electric charge produced by the fence upon contact shall meet the energy output requirements of section 22.108 of the IEC.
4. ~~4.~~ All ground system cables shall be properly insulated.
5. ~~5.~~ The controller ground system shall not be connected to any plumbing systems in or out of use and shall be at least 50 feet from other utility and buried water pipes.
6. ~~6.~~ The fence controller ground wire shall not touch any buildings on site.
7. ~~7.~~ Fence controller and its ground system shall be at least 50 ft. away from radio and buried telephone wires.
8. ~~8.~~ An electric fence shall be installed at a minimum clearance from power or telephones lines in accordance with Table BB.1 of the IEC.
9. ~~9.~~ A lightning diverter (commonly referred to as a lightning arrestor) shall be installed between the fence and the fence controller.
10. ~~10.~~ A cut-off switch shall be installed capable of disconnecting the fence from the controller in case of emergencies, electrical storms, etc.

11. ~~11.~~ A knock box shall be installed to provide secure access to the appropriate public safety official to the cut-off switch. The knock box shall be illuminated to a minimum one foot candle.
12. ~~12.~~ Each energizer shall be connected to its own ground system and must not be connected to any other ground system(s).
13. ~~13.~~ Two or more energizers shall not be connected to the same fence unless the use of multiple energizers does not increase the overall charge transmitted on the fence and adequate access is provided to the cut-off switch to each energizer.
14. ~~14.~~ All cabling/wire and connectors shall be of the same material (steel, copper, etc.).
15. ~~15.~~ All wires shall be separated at minimum clearance in accordance with section 29.101 of the IEC.
16. ~~16.~~ Barbed or razor wire shall not be used in conjunction with any electric fence system.

312.2.6.2 Standards-Height. Electrified fences shall be a minimum of six (6) feet in height and shall not exceed a maximum of ten (10) feet in height.

312.2.6.3 Standards—Warning Signs. All electric fences shall have warning signs of reflective material and shall be in accordance with the following requirements:

1. ~~1.~~ Shall be a minimum of 4 inches by 8 inches in accordance with annex BB of the IEC.
2. ~~2.~~ All lettering shall be a minimum of one (1) inch high.
3. ~~3.~~ Shall consist of a yellow background with black inscriptions and kept in good condition to ensure continued visibility.
4. ~~4.~~ Shall be placed at a maximum of 30 feet distance along the fence with a minimum of two signs for less than a ~~50 feet~~ 50-foot length.
5. ~~5.~~ Signs shall bear the words "Live Wires" or "Electric Fence" in indelible letters in English and Spanish.

312.2.7 Required Barrier(s).

1. ~~1.~~ No electrified fence shall be installed or used unless it is completely surrounded by a perimeter fence that is not less than six (6) feet in height and no more than eight feet in height in accordance with the provisions of section 20.16.030 of the El Paso City Code.
2. ~~2.~~ The distance between the electrified fence and required perimeter fence shall be a minimum of four inches at its closest point.
3. ~~3.~~ The perimeter fence between an electrified fence and an adjacent residential zone shall be a masonry fence.
4. ~~4.~~ If the masonry fence between an electrified fence and an adjacent residential zone is more than three feet from the electrified fence, there shall be a second

perimeter fence installed between the electrified fence and the adjacent residential zone that is no more than three feet from the electrified fence.

5. ~~5.~~ If a code compliant perimeter fence does not exist, a separate permit shall be obtained for the construction of the perimeter fence that shall be constructed prior to the electrified fence installation pursuant to Title 20 of the El Paso City Code.
6. ~~6.~~ The area between the perimeter wall or fence and the electrified fence shall be kept clear of shrubbery, weeds, trash and debris.

312.2.8 Hours of activation. An electrified fence shall only be energized during the hours when the general public does not have legal access to the protected property.

312.2.9 Fees. The established fee for a permit to install an electrified fence shall be paid by the applicant at the time of filing an application and upon the renewal of the permit.

312.2.10 Barbed Wire, Farm/Ranch.

1. ~~1.~~ Barbed wire fences installed in conventional multi-strand configuration may be used for the same purpose, the same area, and under the same conditions outlined in Section 312.2.11
2. ~~2.~~ Wire shall be securely fastened to durable wooden or metal posts, spaced not to exceed fifteen (15) feet center-to-center, and designed to withstand all loads reasonably expected to be imposed upon them.
3. ~~3.~~ Gates in such fences shall have solid frames, be conventionally hinged, and shall not swing over public property.
4. ~~4.~~ The use of barbed wire in conjunction with an electric fence is prohibited.

312.2.11 Barbed Wire Other Than Farm/Ranch.

1. ~~1.~~ Barbed wire may be used as a topping on walls and fences in areas zoned for commercial and manufacturing uses provided such wire is properly attached and secured to risers or outriggers especially designed for this purpose. Such barbed wire installation shall be placed not less than seven (7) feet above finished grade at any point along the fence, and shall not at any point extend beyond the property line, over the public way, or adjoining property.
2. ~~2.~~ The use of barbed wire for dwellings or apartments in residential and apartment zones is prohibited.
3. ~~3.~~ The use of barbed wire in conjunction with an electric fence is prohibited.
4. ~~4.~~ The use, design and minimum height of barbed wire fence topping shall be determined by the building official for each such installation. Such determination shall be based on the need for barbed wire protection, considering the probable risk or theft or trespass, the character of the neighborhood, and other pertinent factors; the possible hazards to persons; and reasonable consideration of appearance.

312.2.12 Use of Broken Glass. The use of broken glass and similar materials designed to do bodily harm, as a topping for fences and walls is prohibited.

18.08.080 Section 501.2 Address identification, amended.

International Building Code, ~~2015 Edition~~2021 Edition, Section 501.2 Address identification is hereby amended to read as follows:

501.2 Premises Identification.

501.2.1 Definitions. For the purposes of administering the numbering of buildings, the following definitions shall apply:

"Building numbering," means those numbers and/or letters as may be needed to identify building(s) at a municipal street address.

"Municipal street address" means the building numbering used in conjunction with the street name and assigned by the Planning Division for the City of El Paso for the purpose of identifying individual properties.

"Prominently displayed" means that which is conspicuously located, readily noticeable, and easily readable from the street during normal daytime atmospheric conditions by the driver of an emergency response vehicle.

"Shopping Mall or Strip Mall" means a building or buildings located on the same lot, containing one (1) or more units, which are utilized by the occupants for business purposes.

501.2.2 Municipal Street Address Identification Required. Building numbering shall be prominently displayed on all buildings for which a municipal street address has been assigned in accordance with the requirements of this Section.

501.2.3 Building Numbering Character Height. Building numbering shall be displayed in characters having a minimum height conforming to the following table:

Distance Building Numbering is Setback from the Street Curb	Minimum Height
Less than 100 ft.	8"
Equal to or greater than 100 ft. but less than 150 ft.	10"
Equal to or greater than 150 ft. but less than 200 ft.	12"
Equal, to or greater than 200 ft.	See 501.2.3.1

501.2.3.1 Where the distance of the building numbering located on the nearest building wall is equal to or greater than 200 ft. from the street curb, building numbering shall be located on a permanent sign that is not more than 50 ft. from the street curb and is in accordance with Chapter 20.66. If no other such permanent sign exists, a permanent sign shall be provided so that the building numbering shall be located not more than 50 ft. from the street curb. Such permanent sign shall be in accordance with Chapter 20.66 of the City Code and numbering shall be sized in accordance with 501.2.3.

501.2.3.2 Building Numbering Characters. The characters used for building numbering shall be oriented so that they read from left to right horizontally, are not wrapped around corners. The characters shall be a simple, block lettering style without serifs and shall not be

slanted or italicized. The characters shall be designed and mounted to avoid shadows that diminish the readability.

501.2.3.3 Color. The color contrast between the building numbering characters and the background against which they are viewed shall be sharply contrasted and sufficiently distinct to ensure legibility/readability. The contrasting background color shall extend a minimum of 4" above, below, and on both sides of the building numbering without interference from any other building element, blending of color, or border. These contrasting colors shall be very dark on very light or the reverse and shall be subject to the approval of the Fire Code Official.

501.2.3.4 Visibility and Readability. Building numbering shall be installed and maintained so that it is clearly visible and easily readable from the street and not obscured by any obstructions such as, but not limited to, landscaping, signage, vehicles, off-street parking, other buildings or building elements.

501.2.3.5 Building Numbering Location.

1. ~~1.~~ When the primary public entry to the building fronts on the addressed street, building numbering shall be located within the upper one-fourth of the building, not to exceed 20 feet above the ground, on the building wall facing the addressed street.
2. ~~2.~~ On buildings where the public entry does not front the addressed street, building numbering shall be located near the primary public entry and contain the name of the addressed street. In addition, building numbering shall be located within the upper one-fourth of the building, not to exceed 20 feet above the ground, on the building wall facing the addressed street in compliance with all requirements of this Chapter.
3. ~~3.~~ On buildings that have a canopy or other building element fronting the addressed street, numbering shall be located on the canopy or other building element. Such numbering shall be located on the surface facing the addressed street and located equal distance from the top and bottom of the facade. If the canopy or other building element is closer than 50 feet to the addressed street, such numbering shall also be located on the sides of the canopy.
4. ~~4.~~ If another permanent structure or sign exists; the building numbering shall be centered on the face of the permanent structure or sign. Building numbering provided on a permanent sign shall not be included in the calculation of the allowable sign area.
5. ~~5.~~ On buildings, canopies and other permanent structures or signs where numbering is to be located, and the building, canopy or other permanent structure fronts the street at an angle, such numbering shall be located on the all sides facing the addressed street.
6. ~~6.~~ On buildings with frontage of 150 feet or more, building numbering shall be located within the upper one-fourth of the building, not to exceed 20 feet above the ground, on the opposing ends of the building wall fronting on the addressed street in accordance with the requirements of this Chapter.

7. ~~In the event that the location of building numbering complying with this subparagraph does not result in compliance with Section 501.2.2, the location shall be as directed by the Fire Code Official.~~

501.2.3.6 Multiple Individual Occupancies. When a building contains multiple individual occupancies, which have the same municipal street address, each occupancy shall be identified by additional numbers and/or letters, a minimum of six (6) inches high located in close proximity to its primary public entry if the primary entry is from the outside of the building. This requirement shall be in addition to the building numbering of the municipal street address located on the building wall or other structure as required in this Chapter.

501.2.3.7 Multiple Buildings at a Municipal Street Address. When there is more than one (1) building at a municipal street address, the building nearest to the addressed street shall display the numbering and/or lettering of the first and last building separated by a hyphen. Each remaining building shall be further identified by displaying distinguishing numbers and/or letters on at least one (1) wall located near the primary public entry for that building. Such numbering shall be subject to the approval of the Fire Code Official.

501.2.3.8 Buildings with Multiple Street Addresses. When there is more than one (1) municipal street address assigned to buildings located on the same lot, each building shall comply with the building numbering requirements. The building nearest the addressed street shall display the building numbering of the first and last municipal street address separated by a hyphen.

501.2.3.9 Additional Building Numbering. The owner of a property may provide additional building numbering beyond the building numbering required by this Section. Such additional building numbering, when located on a surface facing a street other than the addressed street, shall also contain the name of the addressed street in addition to the addressed numbering. Additional building numbering shall not be subject to the other requirements of this Section.

501.2.4 Appeal. The owner of a property may appeal the determination of the location or color for building numbering by the Fire Code Official to the Construction Board of Appeals in accordance with Chapter 2.30 of the City Code.

501.2.5 Administration and Enforcement. The requirements of this Section shall be administered as part of the building permit and inspection process. The certificate of occupancy shall not be issued unless the building numbering has complied with this Section.

501.2.6 Existing Buildings. All existing buildings and buildings for which the permit application was received prior to January 1, 2006, except residential buildings containing not more than four (4) dwelling units, that were in full compliance with the pre-existing ordinance (Ord. 15963 A (part), 2004), shall comply with this Section within one (1) year of the enactment of this ordinance. All other building that have not been in compliance with the pre-existing ordinance (Ord. 15963 A (part), 2004), shall comply with this Section immediately upon enactment. The pre-existing ordinance (Ord. 15963 A (part), 2004) shall remain in full force and effect until the expiration of one (1) year from the enactment of this ordinance.

501.2.7 Enforcement. The Fire Code Official and the Building Official are authorized to issue a notice to correct and a citation to the owner, manager, operator or person who otherwise controls the use of any property on which the building numbering has not been provided as required by this Section. The Fire Code Official or the Building Official may issue one notice to correct. The owner, manager, operator or person who otherwise controls the use of any property must comply with the requirements of a notice to correct within thirty (30) days of the date a notice was issued.

Section 501.2.8 Violation.

- A. ~~A.~~ It shall be unlawful for any person who owns, manages, operates or otherwise controls the use of any premises subject to regulation under this chapter to fail to comply with all of its provisions.
- B. ~~B.~~ Any person violating any provision of this chapter shall be deemed guilty of a misdemeanor and shall be punished as provided in Sections 114 through 116 of the International Building Code, 2009~~21~~ Edition.

18.08.090—18.08.110 Reserved.

18.08.120 Section 1101.2 Design, amended.

International Building Code, ~~2015 Edition~~2021 Edition, Section 1101.2 Design, is hereby amended to read as follows:

1101.2 Design. Buildings and facilities shall be designed and constructed to be accessible in accordance with this Code, the Texas Accessibility Standards ("TAS") of the Architectural Barriers Act (Chapter 469, Government Code) and the American National Standard of the International Code Council (ICC/ANSI A117.1 2009 Edition).

- A. ~~A.~~ All buildings and structures and their associated sites and facilities including employee work areas shall be made accessible as required by this chapter.
- B. ~~B.~~ The design and construction of accessible building elements shall be in accordance with this chapter and Sections 4.1 through 4.35 of the TAS or its successor and the requirements of this Chapter.
- C. ~~C.~~ TAS, a copy of which, authenticated by the signature of the Mayor and City Clerk, and made a public record by resolution of the City Council, is on file in the City Clerk's Office and except as modified in this Chapter, is hereby adopted and shall be considered an integral part of the Building Code.

Exceptions:

- 1. ~~1.~~ Group R3—~~One and Two-Family~~One- and Two-Family Dwellings. ~~One and two-family~~One- and two-family dwellings regulated by the El Paso Residential Code, Chapter 18.10, and their accessory buildings shall be exempt from the requirements of this Section.
- 2. ~~2.~~ Group R2 Occupancies. Group R2 Occupancies having not more than four units on a site are exempt from the requirements of this Section.

3. ~~3.~~ Group R1 occupancies. Group R1 Occupancies that are actually occupied as a residence by the proprietor and that have ten or fewer rooms on a site for rent or hire are exempt from the requirements of this Section.
4. ~~4.~~ Storage Mezzanines. Mezzanines used solely for storage shall be exempt from the requirements of this Section provided the area of the inaccessible level is less than 2000 square feet.
5. ~~5.~~ Uninhabitable Spaces. Uninhabitable spaces shall be exempt from the requirements of this Section. For the purposes of this Section, uninhabitable spaces shall mean those spaces accessed only by ladders, catwalks, crawl spaces, very narrow passageways, or non-passenger elevators, and frequented only by service personnel for maintenance purposes.
6. ~~6.~~ Religious Ritual Places. Places used primarily for religious rituals within either a building or facility of a religious organization such as baptisteries, chancels and/or altars, confessionals and similar places are exempt from the requirements of this Section.

18.08.130 Section 1101.3 Maintenance of Facilities, added.

International Building Code, ~~2015 Edition~~2021 Edition, Section 1101.3, Maintenance of Facilities is hereby added to read as follows:

1101.3 Maintenance of Facilities. Any building, facility, dwelling unit, or site that is constructed or altered to be accessible or adaptable under this Section shall be maintained accessible/adaptable during its occupancy.

18.08.140 Section 1101.4 Variances, added.

International Building Code, ~~2015 Edition~~2021 Edition, Section 1101.4, Variances, is hereby added to read as follows:

1101.4 Variances. Any exemptions from or modifications of the requirements of the TAS obtained for any project through a variance granted by the Texas Department of Licensing and Regulation (TDLR) shall be deemed a variance under this chapter and approval by the Construction Board of Appeals as described in City Code Chapter 2.30 shall not be required. The building official may issue a conditional building permit, pending final determination from TDLR, provided the applicant submits proof that a variance application for the requested exemption or modification has been submitted to TDLR.

18.08.150 Section 1107.6.1.1.1 Type A units, amended.

International Building Code, ~~2015 Edition~~2021 Edition, Section 1107.6.1.1.1 Type A units, is hereby amended to read as follows:

1107.6.2.1.1 Type A units. In Group R-2 occupancies containing more than four (4) dwelling units or sleeping units, at least three (3) percent but not less than one of the units shall be a Type A unit. All units on a site shall be considered to determine the total number of units and the required number of Type A units. Type A units shall be dispersed among the various classes of units. All type A units shall be provided with a roll-in shower and a

permanent mounted folding shower seat meeting the specifications and requirements for roll-in showers and mounted folding shower seats in ACC/ANSI 1171.1 — 2003, Section 608.

Exceptions:

1. ~~1.~~ The number of Type A Units is permitted to be reduced in accordance with Section 1107.7.
2. ~~2.~~ Existing structures on a site shall not contribute to the total number of units on a site.

18.08.160 Reserved.

18.08.170 Section 1204.1 Equipment and systems, amended.

International Building Code, ~~2015 Edition~~2021 Edition, Section 1204.1 Equipment and systems, is hereby amended to read as follows:

1204.1 Equipment and systems. Interior spaces intended for human occupancy shall be provided with active or passive space-heating and cooling systems capable of maintaining an indoor temperature between 68 F (20 C) and 90 F at a point 3 feet above the floor in all habitable spaces. The installation of portable space heaters shall not be used to achieve compliance with this section.

Exception: Interior spaces where the primary purpose is not associated with human comfort.

18.08.180 Section 1804.8 Excavation Greater Than 5 Feet, added.

International Building Code, ~~2009 2015 Edition~~2021 Edition, Section 1804.7 Excavation Greater Than 5 Feet, is hereby added to read as follows:

1804.8 Excavation Greater Than 5 Feet. Excavations which will exceed five (5) feet in depth shall provide trench safety systems that meet Occupational Safety and Health Administration (O.S.H.A.) standards. Supporting systems shall be designed by a qualified professional and meet accepted engineering requirements. The building official may require that such supporting system designs be made part of the project drawings and specifications.

18.08.190 Section 2114 Rock Masonry Retaining Walls, Yard Walls and Fences, added.

International Building Code, ~~2015 Edition~~2021 Edition, Section 2114 Rock Masonry Retaining Walls, Yard Walls and Fences, is hereby added to read as follows:

Section 2114 Rock Masonry Retaining Walls, Yard Walls and Fences.

2114.1 General.

1. ~~1.~~ All retaining rock masonry walls, rock yard walls and rock fences shall be so designed as to withstand any normal and special loading which may be expected for the intended use of the structure and no subsequent change of use shall be permitted without provisions for the additional loading imposed by such new uses. For the

purpose of this section, fences are further defined as free-standing structures supporting no vertical weight other than the weight of the materials used in the construction of the fence and resisting no externally applied horizontal loadings other than wind or earthquake forces. Freestanding masonry sign pylons shall be classified as fences.

2. ~~2.~~ Rock masonry walls used in whole or in part for earth retention, in excess of 24 inches in height, shall be provided with adequate footings of reinforced concrete. Rock walls and fences, which due to inadequate or improper design or deterioration, show indications of becoming unstable or unsafe shall, be considered unsafe. Unsafe walls and fences shall be abated by repair and rehabilitation or by demolition.
3. ~~3.~~ If a wall is proposed to be built, constructed, or repaired on a common property line, written approval of adjoining property owners must be submitted with the application for a building permit. If the City is the adjoining property owner, written approval of the Zoning Administrator must be requested and submitted with the permit application.

2114.2 Retaining Walls. Permanent excavations with a grade separation exceeding twenty-four (24) inches on a vertical line, as opposed to embankments along the natural angle of repose of the soil material, that are retained with masonry shall have the masonry designed and constructed within the provisions of this chapter. Both residential and non-residential construction shall comply with this section.

2114.2.1 Design and Stability.

1. ~~1.~~ Walls used to retain more than four (4) feet of earth shall be designed by a registered professional engineer.
2. ~~2.~~ Walls shall be analyzed as gravity type structures. Native rubble masonry construction spanning between buttresses may be considered as having a flexural tensile/compressive strength of fifteen (15) PSI and an axial compressive strength not to exceed sixty (60) PSI. The effective width (thickness) dimensions for structural strength and stability shall be reduced by six (6) inches unless the wall is constructed utilizing a cast-in-place concrete core to ensure solid construction.
3. ~~3.~~ Foundation concrete shall be effectively bonded to the supported native stone rubble masonry in order to enable the system to perform as an integral composite unit. Bonding may be accomplished by the use of stones twelve (12) inches or larger in dimension placed in the plastic concrete of the foundation to obtain a minimum of six (6) inch embedment with a six (6) inch projection to bond with the native stone rubble masonry constructed above.
4. ~~4.~~ Externally applied loadings acting on retaining structures shall be those computed from design conditions but shall be no less than required under Chapter 16 of this Code. Parking areas limited to automobiles and other light vehicles shall require a minimum fifty (50) PSF uniform surcharge loading. A minimum of two hundred fifty (250) PSF uniform surcharge loading or AASHTO Lane Loading (whichever is greater) shall be required for parking areas subject to heavy vehicles.

2114.2.2 Materials.

1. ~~1.~~ Concrete, reinforcing steel and native stone, shall conform to the requirements of Chapters 19 and 21 of this Code. Structural concrete for foundations shall have a minimum twenty-eight (28) day compressive strength of two thousand five hundred (2500) PSI. Concrete for core fill of gravity retaining walls shall have a minimum twenty-eight (28) day compressive strength of two thousand (2000) PSI.
2. ~~2.~~ Mortar shall have a minimum twenty-eight (28) day compressive strength, of one thousand eight hundred (1,800) PSI when averaged over three (3) two (2) inch cubes of three (3) three (3) by six (6) inch cylinders in accordance with ASTM C109 or ASTM C780 and shall not contain more than fifteen (15) pounds of ASTM C207, Type S hydrated lime per cubic foot of mortar when mixed by volume. The building official may require submission of test reports confirming compliance with these requirements.

2114.2.3 Construction.

1. ~~1.~~ Foundations shall bear on native undisturbed soil capable of sustaining the load imparted upon it. Subject to the approval of the building official.
2. ~~2.~~ Foundation may be built upon mechanically compacted soil (native soils with increased densification or engineered fill materials) upon submittal of evidence that the proposed loadings will be adequately supported.
3. ~~3.~~ Adequate provisions shall be made to eliminate hydrostatic pressure buildup through the use of a free-draining backfill material over an underground water collection system that will drain through the wall and above the foundation in order to ensure stability of the foundation supporting soil. Random pattern weep holes shall not be considered as sufficient to accomplish required drainage. Retaining structures retaining less than four (4) feet of earth are not required to provide the above drainage system.
4. ~~4.~~ Foundations must bear a minimum of two (2) feet below finish grade level or one (1) foot into native undisturbed materials satisfactory for bearing (on the low side of the retaining structures) whichever provides the lowest elevation.

2114.2.4 Drawings and Specifications. All structures governed under this section shall be required to submit drawings in accordance with Chapter 18.02 Administrative Code. Such drawings shall include the following:

1. ~~1.~~ Theoretical calculated soil pressures at the toe and heel of the wall foundation.
2. ~~2.~~ Factor of safety against horizontal sliding and overturning (tipping) equal to or greater than 1.5.
3. ~~3.~~ Uniform surcharge loading and soil unit weight used in analysis and design (PCF).
4. ~~4.~~ Line or strip loadings (PLF) and locations with respect to wall.
5. ~~5.~~ Assumed unit weight of native stone rubble masonry construction (PCF).
6. ~~6.~~ Wall thickness and height dimensions with relative positioning for yard wall extensions, retained heights, base widths and foundations.

7. ~~7.~~ Locations of construction (through-wall) joints, changes in foundation bearing elevations, positioning, extent and construction of underground drainage against the retaining structure.

2114.3 Yard Walls and Fences. Yard walls and fences of masonry materials shall be considered as non-bearing walls and shall be supported either horizontally or vertically by intersecting fences, pilasters, monolithic columns, integral, with the fence construction of sufficient strength and stability to provide the required structural support. The minimum thickness shall be sufficient to resist all normal vertical and horizontal loads applied to the fence.

2114.3.1 Masonry walls over six (6) feet in height shall be designed as a structural wall by a licensed professional engineer and provided with adequate footings. The design will be reviewed by the building official.

2114.3.2 Design and Stability.

1. ~~1.~~ The unsupported height to thickness (KH/t) or length to thickness (KL/t) shall not exceed 40, where, K=2.0 for cantilevered conditions, and 1.0 for both ends being supported:
 - a. H = Height of fence above foundation
 - b. L = Horizontal distance between stiffening elements
 - c. t = Thickness of fence
2. ~~2.~~ In native stone rubble masonry walls with "no mortar" finishes, three (3) inches shall be deducted from the thickness of the fence for each face where this finish is used, when computing the minimum thickness for KH/t, KL/t and structural stability requirements.
3. ~~3.~~ Lateral support (stiffening elements) shall be provided by intersecting fences, pilasters, monolithic columns integral with the fence construction or other vertical members of sufficient strength and stability to provide the required structural support.
4. ~~4.~~ Masonry fences, including native stone rubble, shall have each wythe through-bonded with native stone rubble masonry having through-bond stones at a maximum spacing of three (3) feet vertically and three (3) feet horizontally.
5. ~~5.~~ Adequate strength, and stability to resist overturning, and other stresses for externally applied horizontal loads, shall be provided to the satisfaction of the building official and shall conform to accepted engineering design principles. Wind loading and shape factors shall be as set forth in Chapter 12 of this Code.

2114.3.3 Materials.

1. ~~1.~~ All materials shall be in accordance with Chapter 21.
2. ~~2.~~ Masonry fences, including native stone rubble, shall be laid in Type M, S, or N mortar.
3. ~~3.~~ Masonry fences, including native stone rubble, shall be provided with a reinforced concrete foundation in accordance with the approved subdivision design standards of the City.

18.08.200 Section 3107.1 General, amended.

International Building Code, ~~2015 Edition~~2021 Edition, Section 3107 Signs, is hereby amended to read as follows:

3107.1 General. Signs shall comply with the Zoning Ordinance and shall be designed, constructed and maintained in accordance with this Code.

18.08.210 Section 3201.1 Scope, amended.

International Building Code, ~~2015 Edition~~2021 Edition, Section 3201.1 Scope, is hereby amended to read as follows:

3201.1 Scope. The use of public property or any portion thereof, shall be in accordance with the City Charter, Section 3.18 and the provisions of this Chapter.

18.08.220 Section 3305.2 Temporary Facilities, added.

International Building Code, ~~2015 Edition~~2021 Edition, Section 3305.2 Temporary Facilities, is hereby added to read as follows:

3305.2 Temporary Facilities. Adequate sanitary facilities for the convenience of all workmen shall be provided according to Table 3305.1. Required facilities shall be located not more than one hundred (100) feet from the construction site, and shall not be within sixty (60) feet of any occupied structure, unless the occupant of such structure consents, or unless it is impracticable to locate the facilities the required minimum distance from the structure. Existing facilities owned by others may be used provided permission for their use is obtained and only if such facilities comply with the requirements or this section.

3305.3 Facilities shall be kept in a clean and sanitary condition throughout the duration of the work. The temporary workman's toilet shall be enclosed, screened, and weatherproofed and shall be connected to a sewer. Upon removal of the temporary facilities, the sewer connections shall be removed and the sewer capped. In lieu of connecting to a sewer, the temporary facility may be a portable, enclosed, chemically treated, tank-tight unit.

**Table 3305.1 Number of Employees
Minimum Number of Toilet Facilities**

If Serviced Once Per Week*	
1—10	1
11—20	2
21—30	3
31—40	4
Over 40	1 additional facility for each 10 additional employees
If serviced more than once per week*	
1—15	1

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(Supp. No. 90, Update 3)

16—35	2
36—55	3
56—75	4
76—95	5
Over 95	1 additional facility for each 20 additional employees

*"Servicing" refers to the emptying of waste and the cleaning of the toilet facility. A camp equipped with flush toilets shall meet the standard for "minimum number of toilet facilities if serviced more than once per week".

18.08.221 Section 3401.1 Compliance, amended.

International Building Code, ~~2015 Edition~~2021 Edition, Section 3401.1 Compliance, is hereby amended to read as follows:

3401.1 Compliance. Alterations or repairs to existing buildings and structures shall comply with the provisions for alterations or repairs in the International Existing Building Code, International Fire Code, International Fuel Gas Code, International Mechanical Code, International Plumbing Code, International Property Maintenance Code, International Private Sewage Disposal Code, International Residential Code and NFPA 70. Any alterations or repairs to existing structures made solely in order to improve accessibility shall comply with the provisions for alterations or repairs in this Code, provided however, that nothing in this Code shall require the entire existing structure to be brought into current code compliance. Any exterior site modifications that are required by this Code as a result of the alterations or repairs may be deferred for a period of up to 5 years provided however, that such are not required by Federal or State law.

18.08.222 Section 3401.2 General, amended.

International Building Code, ~~2015 Edition~~2021 Edition, Section 3401.2 General, is hereby amended to read as follows:

3401.2 General. Additions to existing buildings or structures shall comply with the requirements of this code for new construction. Any addition to existing structures made solely to improve accessibility shall comply with the provisions for new construction in this Code, provided however, that nothing in this Code shall require the remaining existing structure to be brought into current code compliance. Any exterior site modifications that are required as a result of such addition may be deferred for a period of up to 5 years.

18.08.230 Appendix C, Group U-Agricultural Buildings, adopted.

International Building Code, ~~2015 Edition~~2021 Edition, Appendix C, Group U-Agricultural Buildings, is hereby adopted in its entirety.

18.08.240 Appendix D, Fire Districts, adopted and amended. Added

International Building Code, ~~2015 Edition~~2021 Edition, Appendix D, Fire Districts, is hereby adopted and Sections D101.1.1.1 is hereby added to read as follows: The Fire District shall include such territory as defined herein.

D101.1.1.1 Fire District No. 1. Fire District No. 1 shall include the following portion of the City of El Paso, which is more particularly described by metes and bounds, as follows:

Beginning at the intersection of the east line of Santa Fe Street with the south line of Missouri Street; Thence northeasterly along the south line of Missouri Street to the west line of Campbell Street; Thence southeasterly and southerly along the west line of Campbell Street to the north line of Overland Street; Thence westerly along the north line of Overland Street to the west line of El Paso Street; Thence southerly along the west line of El Paso Street to the north line of Overland Street; Thence westerly along the north line of Overland Street to the east line of Santa Fe Street; Thence northerly and northwesterly along the east line of Santa Fe Street to the point of beginning at the south line of Missouri Street.

18.08.250 Appendix E, Supplementary Accessibility Requirements, adopted.

International Building Code, ~~2009-2015 Edition~~2021 Edition, Appendix ~~EF~~, Supplementary Accessibility Requirements, is hereby adopted in its entirety.

18.08.252 Appendix F, Rodent proofing, adopted.

International Building Code, ~~2015 Edition~~2021 Edition, Appendix F, ~~Supplementary Accessibility Requirements~~Rodent Proofing, is hereby adopted in its entirety.

18.08.254 Appendix G, Flood Resistant Construction, adopted.

International Building Code, ~~2015 Edition~~2021 Edition, Appendix ~~FG~~, ~~Supplementary Accessibility Requirements~~Flood Resistant Construction, is hereby adopted in its entirety.

18.08.260 Appendix I, Patio Covers, adopted.

International Building Code, ~~2009-2015 Edition~~2021 Edition, Appendix I, Patio Covers, is hereby adopted in its entirety.

18.08.262 Appendix J, Grading, adopted.

International Building Code, ~~2015 Edition~~2021 Edition, Appendix ~~J~~, ~~Patio Covers~~Grading, is hereby adopted in its entirety.

18.08.270 Appendix K, Administrative Provisions, adopted.

International Building Code, ~~2015 Edition~~2021 Edition, Appendix K, Administrative Provisions, is hereby adopted in its entirety.

18.08.280 Appendices.

International Building Code, ~~2015 Edition~~[2021 Edition](#), Appendices.

The appendices unless specifically adopted or referenced are retained as administrative guidance aids.

18.08.290 Conflicting ordinances.

All ordinances and parts of ordinances in conflict with the provisions of this chapter are hereby repealed.

18.08.300 Violations and Penalties.

Any person, firm, corporation or agent who shall violate a provision of this Code or of the technical codes, or fail to comply therewith, or with any of the requirements thereof, or who shall erect, construct, alter, install, demolish or move any structure, electrical, gas, mechanical or plumbing system, or has erected, constructed, altered, repaired, moved or demolished a building, structure, electrical, gas, mechanical or plumbing system; in violation of a detailed statement or drawing submitted and permitted thereunder, shall be deemed guilty of a misdemeanor and punished by a fine not to exceed two thousand dollars. Each such person shall be deemed guilty of a separate offense for each and every day or portion thereof during which any violation of any of the provisions of this Code or of the technical codes is committed or continued.

[SECTION 2. That except as herein amended Title 18 \(Building and Construction\), Chapter 18.08 \(Building Code\) of the El Paso City Code shall remain in full force and effect.](#)

Chapter 18.10 - RESIDENTIAL CODE

18.10.010 Short title.

This chapter may be cited as the "Residential Code."

18.10.020 Adoption.

The book entitled "International Residential Code, For One- and Two-Family Dwellings" ~~2015 Edition~~[2021 Edition](#), a copy of which authenticated by the City Clerk is on file in the City Clerk's Office, is adopted as the Residential Code of the City, as fully as if copied at length in this chapter, but with the amendments set forth in this chapter and Chapter 18.02, the Building and Administrative Code of the City of El Paso.

18.10.030 Section R101.2 Scope.

International Residential Code, ~~2015 Edition~~[2021 Edition](#), R101.2 Scope, is hereby adopted in its entirety.

18.10.040 - Section R105.2 Work exempt from permit

Exemption from permit requirements of this code shall not be deemed to grant authorization for any work to be done in any manner in violation of the provisions of this code or any other laws or ordinances of this jurisdiction. Permits shall not be required for the following construction work:

Building:-

1. One-story detached accessory storage building, canopy or structure, located in the rear yard, less than two hundred square feet in floor area and not within 5 feet of another structure, eave to eave. This exemption shall be restricted to only one accessory building within a site.
2. Masonry landscape walls and fences ~~not over~~ not over forty-two inches ~~in height or less,~~ completely within the subject property and meeting zoning ~~requirements.~~ requirements. Where there is a difference in elevation between abutting properties or property lines, the height measurement shall be taken from the high side of the wall, exclusive of retaining walls.
 - a. Chain link or wrought iron fences ~~not over six~~ six feet ~~or less in height,~~ completely within the subject property and meeting zoning requirements.
3. Concrete walks, slabs on grade and driveways not more than thirty inches above grade, that are not over a basement or story below; and that will not serve as foundation or structural support for future construction, and are not located in public right-of-way.
4. Ordinary minor nonstructural repair work such as painting, papering, siding and similar finish work.
5. Movable cases, cabinets, counters, and partitions not over five feet nine inches high that do not establish a corridor.
6. Swimming pools, wading pools or ponds that are in-ground or above ground containing a body of water less than twenty-four inches in depth and less than five thousand gallons of water.
7. Replacement of less than twenty-five percent of existing roof covering on residential structures only.
8. Swings and other playground equipment.

Mechanical:-

1. Portable heating appliances.
2. Portable ventilation equipment.
3. Portable cooling units.
4. Steam, hot or chilled water piping within any heating or cooling equipment regulated by the technical codes.
5. Replacement of any part which does not alter its approval or make it unsafe.
6. Portable evaporative coolers.

7. Self-contained refrigeration systems containing ten pounds (4.54 kg) or less of refrigerant and actuated by motors of one horsepower (746 W) or less.

Electrical:-

1. Wiring devices or equipment installed by telephone, telegraph or other public service corporations used solely for the transmission of two-way communication.
2. Portable appliances or devices conforming to the electrical code, for operation from a receptacle outlet, provided such appliances are rated at no more than eighty percent of the branch circuit overprotective device.
3. Replacing or repairing flash or snap switches, receptacles, drop cords, replacing fuses, changing lamp sockets, or any other minor repairs of joints in wiring, fixtures, devices or equipment.
4. Ceiling fans, light fixtures, receptacle outlets or similar devices added onto an existing electrical circuit which has adequate capacity for the additional load in a one- or two-family residence; provided, however, that the work is performed by:
 - a. A homeowner, on property that is their primary residence; or
 - b. A master, journeyman or maintenance electrician licensed in accordance with Section 18.02.104.6.

Fire protection systems:-

21. Minor repair, service and maintenance work as allowed by the Fire Code Official.

22. Periodic testing of installed systems.

Plumbing:Plumbing:

1. The stopping of leaks in drains, water, soil, waste or vent pipe; provided, however, that if any concealed trap, drainpipe, water, soil, waste or vent pipe becomes defective and it becomes necessary to remove and replace the same with new material, such work shall be considered as new work and a permit shall be obtained and inspection made as provided in this code.
~~1. The stopping of leaks in drains, water, soil, waste or vent pipe; provided, however, that if any concealed trap, drainpipe, water, soil, waste or vent pipe becomes defective and it becomes necessary to remove and replace the same with new material, such work shall be considered as new work and a permit shall be obtained and inspection made as provided in this code.~~
- ~~2. The clearing of stoppages or the repairing of leaks in pipes, valves or fixtures, and the removal and reinstallation of water closets, provided such repairs do not involve or require the replacement or rearrangement of valves, pipes or fixtures.~~

18.10.050 Section R301.2 Climatic and geographic design criteria, amended.

International Residential Code, ~~2015 Edition~~2021 Edition, Section R301.2 Climatic and Geographic Design Criteria is hereby amended by completing Table 301.2(1), Climatic and Geographic Design Criteria, to read as follows:

Table R301.2(1)												
Climatic and Geographic Design Criteria												
Ground Snow Load	Wind Design				Seismic Design Category ^f	Subject To Damage From			Ice Barrier Underlayment Required ^h	Flood Hazards ^g	Air Freezing Index ⁱ	Mean Annual Temp
	Speed ^d (mph)	Topographic effects ^k	Special wind region ^l	Wind- borne debris zone ^m		Weathering ^a	Frost line depth ^b	Termite ^c				
5 PSF	105	No	No	No	C	Negligible	6"	Moderate to Heavy	No	Municipal Code Sec. 18.60	1500	75° F
Manual J Design Criteria												
Elevation		Altitude Correction Factor	Coincident wet bulb	Indoor winter design dry- bulb temperature	Indoor winter design dry-bulb temperature			Outdoor winter design dry- bulb temperature			Heating temperature difference	
3918		0.87	64°	72°	72°			25°			47°	
Latitude		Daily Range	Indoor summer design relative humidity	Summer Design Grains	Indoor summer design dry-bulb temperature			Outdoor summer design dry-bulb temperature			Cooling temperature difference	
31°		High (more than 25°F)	75° (50% R.H.)	-26	75°			98°			23°	

18.10.050.1 Section R302.1 Exterior walls, amended.

International Residential Code, ~~2015 Edition~~2021 Edition, Section R302.1, Exterior walls, is hereby amended to add the following exceptions to read as follows:

6. Zero lot line properties where all of the following apply:
 - a. A minimum of 10 feet is provided between structures; and
 - b. Glazing is limited to a height of not less than 14 feet from grade level; and
 - c. Glazing is not more than 10% of the wall; and
 - d. Openings are prohibited; and
 - e. Where eaves are present they shall not extend more than 12 inches from the wall (including any required gutters) and eaves shall be fire rated.
7. Where all structures are provided with sprinkler systems.

18.10.060 Section R303.9-10 Required heating, amended.

International Residential Code, ~~2015 Edition~~2021 Edition, Section R303.8, Required heating, is hereby amended to read as follows:

R303.810 Required heating and cooling. Interior spaces intended for human occupancy shall be provided with active or passive space-heating and cooling systems capable of maintaining an indoor temperature between 68 F (20 C) and 90 F at a point 3 feet above the floor and 2 feet from exterior walls in all habitable spaces. The installation of portable space heaters shall not be used to achieve compliance with this section.

18.10.070 Reserved.

18.10.080 Section R313 Automatic Fire Sprinkler Systems, deleted.

International Residential Code, ~~2015 Edition~~2021 Edition, Section R313, Automatic Fire Sprinkler Systems, is hereby deleted in its entirety.

18.10.090 Section R319 Site Address, amended.

International Residential Code, ~~2015 Edition~~2021 Edition, Section R319, Site Address, is hereby amended to read as follows:

**SECTION R319
SITE ADDRESS**

R319.1 Building Numbering.

R319.1.1 Definitions.

For the purpose of administering the numbering of buildings, the following definitions shall apply:

1. "Building Numbering" means those numbers and/or letters as may be needed to identify building(s) at a municipal street address.
2. "Municipal Street Address" means the building numbering used in conjunction with the street name and assigned by the Planning Division of the City of El Paso for the purposes of identifying individual properties.
3. "Prominently Displayed" means that which is uniformly located, readily noticeable, and easily readable from the street during normal daytime atmospheric conditions by a person having normal vision.

R319.1.2 Municipal Street Address Identification. Building numbering shall be displayed on all buildings for which a municipal street address has been assigned. In order to provide for the prominent display and uniform location of municipal street addresses, residential building numbering shall comply with the following:

1. Building numbering shall be displayed in characters having a minimum height of four (4) inches.
2. For properties fronting on a street with curbs, building numbering shall be mounted or painted on the face of the curb in close proximity to the entry driveway. In the case of a corner property fronting on two streets with the driveway located on the street that is not the street name of the municipal street address, the building numbering shall be mounted or painted in a prominent location on the face of the curb fronting on the addressed Street.
3. For other properties, building numbering shall be located on the building wall fronting the addressed street or on another permanent structure that fronts on the addressed street and is closer to the street than the building wall.
4. It is recommended, but not required, that building numbering for residential buildings meet the requirements of building numbering for other buildings described in Chapter 18.08.

R319.1.3 Administration and Enforcement. The requirements of this Section shall be administered as part of the building permit and inspection process. The building official shall refuse the issuance of a final inspection and certificate of occupancy unless the building numbering has been provided as required by this Section.

R319.1.4 Alternate Building Numbering Location. The building official shall be authorized to approve alternate location(s) for building numbering required under this Section when the owner of the property satisfactorily demonstrate that the alternate location(s) provide(s) an equivalent degree of visibility and readability.

18.10.100 Section R320 Accessibility, deleted.

International Residential Code, ~~2015 Edition~~ 2021 Edition, Section R320, Accessibility, is hereby is deleted in its entirety.

18.10.110 Section R506.1 General, amended.

International Residential Code, ~~2015 Edition~~2021 Edition, Section R506.1, General, is hereby amended to read as follows:

R506.1 General. Concrete slab-on-ground floors shall be a minimum of 3.5 inches (89 mm) (for expansive soils, see Section R403.1.8). The specified compressive strength of concrete shall be as set forth in Section R402.2.

Slabs shall be constructed with control joints having a depth of at least one-fourth the slab thickness, and joints shall be spaced at intervals not more than 30 feet in each direction and slabs not rectangular in shape shall have control joints across the slab at points of offset, if offset exceeds 10 feet.

Exception: Control joints are not required or may exceed 30-foot intervals where welded wire fabric or equivalent is provided in accordance with Table 506. The welded fabric or equivalent material shall be placed at mid-depth of the slab or 2 inches from the top surface for slabs more than 4 inches in thickness.

Table 506									
Maximum Dimension of Slab or Distance Between Control Joints (Feet) Slab Thickness (Inches)						WWF Wire Spacing (Inches)	WWF Wire Size Designation		
3.5	4.0	4.5	5.0	5.5	6.0				
42	36	32	29	26	24	6×6	W1.4 × W1.4		
<u>59</u>	<u>52</u>	<u>42</u>	<u>42</u>	<u>38</u>	<u>35</u>	<u>6×6</u>	<u>W2.0 × W2.0</u>		
<u>86</u>	<u>75</u>	<u>60</u>	<u>60</u>	<u>55</u>	<u>50</u>	<u>6×6</u>	<u>W2.9 × W2.9</u>		

Values in table are based on reinforcement with yield strength of 65,000 psi.

18.10.120 Section R802.10.2 Design, amended.

International Residential Code, ~~2015 Edition~~2021 Edition, Section R802.10.2 Design, is hereby amended to add the following sentence at the end of the section, to read as follows:

R802.10.2 Design. The truss design drawings shall be prepared, signed, and sealed by a registered professional engineer, licensed in Texas.

18.10.130 Reserved.

18.10.140 Section M1201.2 Application, amended.

International Residential Code, ~~2015 Edition~~2021 Edition, Section M1201.2 Application, is hereby amended to read as follows:

M1201.2 Application. In addition to the general administrative requirements of Chapter 18.02, Building and Construction Administrative Code, the provisions of this Chapter shall also apply to the requirements of Chapters 13 through 24.

18.10.150 Section M1413 Evaporative Cooling Equipment, amended.

International Residential Code, ~~2015 Edition~~2021 Edition, Section M1413, Evaporative Cooling Equipment, is hereby amended to read as follows:

M1413 Evaporative Cooling.

M1413.1 General. Every evaporative cooler installed in, on or adjacent to any building as a part of a cooling or air conditioning system shall comply with these provisions.

M1413.2 Location.

M1413.2.1 No evaporative cooler shall be installed so as to obstruct any required means of egress nor reduce passage of required light and air.

M1413.2.2 Evaporative cooler installations that extend beyond the exterior line of a structure shall comply with Building Code and Zoning Regulations as to allowable projection and overhead clearance. Evaporative cooler structures which project more than eighteen inches (18") into a traveled right-of-way shall maintain a minimum clearance of fourteen feet (14') above grade.

M1413.3 Materials of Construction. M1413.3.1 All evaporative cooler blowers and cabinets, including pan, corner posts, top and pad frames, shall be constructed of non-combustible materials or approved plastics as defined below. Evaporative pads and interior water circulatory systems need not be of non-combustible materials.

M1413.3.2 Approved Plastics. Approved plastic or reinforced plastic materials shall be those which are classified 94-5V in accordance with Underwriters Laboratory Test 94-5V "Vertical Burning Test for Classifying Materials".

M1413.3.3 Evidence of Compliance. Evidence of compliance with the requirements of Section M1413.3.1 to 1413.3.2 shall accompany all equipment installed within the City of El Paso.

M1413.4. Electrical Connections. Electrical components and installations shall conform to the El Paso Electrical Code. The blower motor and water recirculation pump shall be internally protected to shut-off automatically in the event of an electrical overload or excessive temperature. The maximum shut-off temperature shall be: (1) blower motor, 105°C; and (2) pump, 135°C.

M1413.5 Plumbing Connections. Water connections and materials shall conform to the El Paso Plumbing Code.

M1413.6 Structural Supports. Evaporative cooler fastenings, including mounts, platforms and frames, shall be of non-combustible material and shall be of sufficient size and strength to meet the requirements of the International Building Code.

M1413.7 Water Supply.

M1413.7.1 Bleeder Lines Prohibited. New and replacement evaporative coolers shall not be provided or installed with bleeder lines.

M1413.7.2 Automatic water draining System Required. An automatic water draining system shall be provided for all evaporative coolers for which the cooler manufacturer requires the use of a bleeder line. The automatic water draining system shall operate on a periodic basis of not less than a 4-hour interval between operation times and shall be capable of fully draining the water from the cooler pan. The automatic draining system shall either discharge into the building drainage system through an indirect waste piping system complying with Section 802 of the Plumbing Code or shall be conducted to the exterior of the building or structure, and shall be discharged so that the effluent is used for watering landscaping or other outdoor vegetation. In no event shall drainage from coolers be wasted into or upon the public way.

18.10.155 Section M1601.1 (89), added.

Flexible air ducts in residential installations are limited to 10 feet in length unless an engineered design is provided.

18.10.160 Section G2404.1.2 Manufactured homes, added.

International Residential Code, ~~2015 Edition~~2021 Edition, Section G2404.1.2, Manufactured Homes, is hereby added to read as follows:

G2404.1.2 Manufactured Homes. Appliance installations in manufactured housing meeting the requirements of the Texas Manufactured Housing Standards Act, or in industrialized housing or industrialized buildings meeting the requirements of the Texas Industrialized Housing and Building Act or bearing the Federal Compliance Plate (ANSI-A119.1), including the appliance connections and the fuel gas piping system, shall not be subject to the provisions of this Code except for the test provisions of Sections G2417.4.1 and G2417.4.2.

18.10.170 Section G2412.2 (401.2) Liquefied petroleum gas storage, amended.

International Residential Code, ~~2015 Edition~~2021 Edition, Section G2412.2, Liquefied petroleum gas storage, is hereby amended to read as follows:

G2412.2 Liquefied Petroleum Gas.

G2412.2.1 Liquefied Petroleum Gas Storage. The storage system for liquefied petroleum gas shall be designed; ~~and~~ -installed ~~and an operational permit obtained~~ in accordance with the Fire Code.

G2412.2.2 Liquefied Petroleum Gas Service. Liquefied Petroleum Gas systems shall not be installed in Group R1, R2, R3 and R4 occupancies when a natural gas utility supply pipe is available within 300 feet of the buildings.

18.10.180 Section G2412.9-11 Meter location, added.

International Residential Code, ~~2015 Edition~~2021 Edition, Section G2412.9-11, Meter Location, is hereby added to read as follows:

G2412.9-11 Meter Location. A meter location, when required, shall be provided for the property or premises to be served. The location shall be such that the meter and connections are accessible in order that they may be read or changed. Space requirements, dimensions, and type of installation shall be acceptable to the gas company. Meter location will be determined by the utility company in conformance with their service franchise.

18.10.190 Section G2415.3.1 Prohibited locations, added.

International Residential Code, ~~2009-2015 Edition~~2021 Edition, Section G2415.3, Piping in concealed locations, is hereby amended to read as follows:

G2415.3 Piping in Concealed Locations. Portions of a piping system installed in concealed locations shall not have unions, tubing fittings, bushings, compression couplings and swing joints made by combinations of fittings.

Exceptions:

1. Tubing joined by brazing.
2. Fittings listed for use in concealed locations.

18.10.200 Section G2417.4 (406.4) Test pressure measurement, amended.

International Residential Code, ~~2015 Edition~~2021 Edition, Section G2417.4 Test Pressure Measurement, is hereby amended to read as follows:

G2417.4 Test Pressure Measurement. Test pressure shall be measured with a manometer or with a pressure-measuring device designed and calibrated to read, record, or indicate a pressure loss caused by leakage during the pressure test period. The source of pressure shall be isolated before the pressure tests are made. Mechanical gauges used to measure test pressures shall have a range such that the highest end of the scale is not greater than two (2) times the test pressure. Tests requiring a pressure of 10 psi or less shall utilize a testing gauge having increments of 0.20 psi or less. Tests requiring a pressure greater than 10 psi but less than or equal to 60 psi shall utilize a testing gauge having increments of 1 psi or less.

G2417.4.1 Test Pressure. Low pressure gas piping shall withstand a pressure of at least 10 psi or 16 inches of mercury. Higher pressure gas piping shall withstand a pressure of at least 60 psi on a clock gauge with a printed record chart. For the purposes of this section, "low pressure" shall mean pressure equal to or less than 0.5 psi.

G2417.4.2 Test duration. Test duration shall be not less than 15 minutes for low pressure gas piping and not less than 4 hours for higher pressure gas piping.

18.10.210 Section P2501.2 Application, amended.

International Residential Code, ~~2015 Edition~~2021 Edition, Section P2501.2 Application, is hereby amended to read as follows:

P2501.2 Application. In addition to the general administrative requirements of Chapter 18.02, Building and Construction Administrative Code of the El Paso City Code, the

provisions of this Chapter shall also apply to the plumbing requirements of Chapters 25 through 32.

18.10.220 Section P2602.1 General, amended.

International Residential Code, ~~2015 Edition~~2021 Edition, Section P2602.1, General, is hereby amended to read as follows:

P2602.1 General. The water distribution and drainage system of any building or premises where plumbing fixtures are installed shall be connected to a public water supply and to a public sewer system.

Exception:

1. Bathtubs, showers, lavatories, clothes washers and laundry sinks shall not be required to discharge to the sanitary drainage system where such fixtures discharge to an approved gray water recycling system. Evaporative coolers automatic water draining systems may discharge to an approved gray water recycling system.
2. When a public sewer is not available within 300 feet of the building for use, an individual or private sewage disposal system may be utilized provided that such system is designed, installed and maintained in accordance with the requirements of Chapter 18.21 of the Municipal Code.

18.10.230 Section P2603.5.2 Protection of Water Service Entrance, added.

International Residential Code, 2021 Edition, Section P2903.1.1 Protection of Water Service Entrance, is hereby added to read as follows:

P2603.5.2 Protection of Water Service Entrance. Water service entrance and risers to all structures shall be on the heated side of a conditioned space.

18.10.240 Section P2603.5.3 Plumbing within exterior walls, added.

International Residential Code, 2021 Edition, Section 2903.1.2 Plumbing within exterior walls, is hereby added to read as follows:

P2603.5.3 Plumbing within exterior walls. Placement of plumbing within exterior walls is prohibited unless the walls are at minimum, 2 by 6 walls and adequate provision is made to protect such pipes from freezing in accordance with Section 305.6 of the International Plumbing Code. Placement of water lines in ceiling areas is prohibited unless the water lines are placed on the warm side with a minimum of 10 inch insulation on the exterior/roof side of the structure.

Exceptions:

- a. A service entrance may enter a non-conditioned space provided that the riser/service entrance is within an approved, heated valve protective enclosure also known as a "hot box", or
- b. Cross linked polyethylene, also known as PEX, or approved equal, is used as the service entrance material, and
- c. Any hose bibs installed shall be freeze proof.

18.10.2~~5030~~ Section P2709.2 Lining required, amended.

International Residential Code, ~~2015 Edition~~2021 Edition, Section P26~~7~~09.2, Lining required, is hereby amended to read as follows:

P2709.2 Lining Required. All shower receptors shall be provided with an approved lining, except as noted herein. The adjoining walls and floors, enclosing field-constructed shower receptors shall be lined with copper or other approved materials listed in this Code, extending not less than three (3) inches beyond or around the rough jambs and not less than three (3) inches above finished thresholds. Recessed shower compartments need not be lined, provided the compartment is formed of concrete, is recessed a minimum of four (4) inches below the adjacent floor level, and the concrete is not less than three and one-half (3½) inches thick with an ultimate compressive strength of not less than two thousand (2000) pounds per square inch.

18.10.2~~6040~~ Section P2709.2.3 Hot-mopping, deleted.

International Residential Code, ~~2015 Edition~~2021 Edition, Section P2709.2.3, Hot-Mopping, is hereby deleted in its entirety.

18.10.2~~7050~~ Reserved.

18.10.2~~8060~~ Reserved

18.10.265 Section P2903.1.1 Protection of Water Service Entrance, added.

International Residential Code, ~~2015 Edition~~2021 Edition, Section P2903.1.1 Protection of Water Service Entrance, is hereby added to read as follows:

P2903.1.1 Protection of Water Service Entrance. Water service entrance and risers to all structures shall be on the heated side of a conditioned space.

(Ord. No. 18510, § 1, 5-31-2016)

18.10.266 Section 2903.1.2 Plumbing within exterior walls, added.

International Residential Code, ~~2015 Edition~~2021 Edition, Section 2903.1.2 Plumbing within exterior walls, is hereby added to read as follows:

2903.1.2 Plumbing within exterior walls. Placement of plumbing within exterior walls is prohibited unless the walls are at minimum, 2 by 6 walls and adequate provision is made to protect such pipes from freezing in accordance with Section 305.6 of the International Plumbing Code. Placement of water lines in ceiling areas is prohibited unless the water lines are placed on the warm side with a minimum of 10-inch insulation on the exterior/roof side of the structure.

Exceptions:

~~a. A service entrance may enter a non-conditioned space provided that the riser/service entrance is within an approved, heated valve protective enclosure also known as a "hot box", or~~

~~b. Cross linked polyethylene, also known as PEX, or approved equal, is used as the service entrance material, and~~

~~c. Any hose bibs installed shall be freeze proof.~~

~~(Ord. No. 18510, § 1, 5-31-2016)~~

18.10.28070 Section P2903.3.23 Accessibility, added.

International Residential Code, ~~2015 Edition~~2021 Edition, Section P2903.3.23, Accessibility, is hereby added to read as follows:

2903.3.2 Accessibility. Installation shall be such as to make the regulator accessible without excavating or removing permanent structural or finished portions of the structure.

18.10.28090 Section P2903.12 Under concrete slabs, added.

International Residential Code, ~~2015 Edition~~2021 Edition, Section ~~P2905.19~~2903.12, Under Concrete Slabs, is hereby added to read as follows:

~~P2905.19~~2903.12 Under Concrete Slabs. Inaccessible water distribution piping under slabs shall be copper water tube minimum Type L, brass, ductile iron pressure pipe, chlorinated polyvinyl chloride (CPVC) or crosslinked polyethylene (PEX) plastic pipe or tubing—all to be installed with approved fittings or bends. The minimum pressure rating for plastic pipe or tubing installed under slabs shall be 100 psi at 180°F.

18.10.290300 Reserved

18.10.3010 Section P3005.2.3 Building drain and building sewer junction, amended.

International Residential Code, ~~2015 Edition~~2021 Edition, Section P3005.2.73, Building Drain and Building Sewer Junction, is hereby amended to read as follows:

P3005.2.73 Building Drain and Building Sewer Junction. There shall be a cleanout within 10 feet of the junction of the building drain and the building sewer. The cleanout shall be outside the building and shall be brought up to the finished ground level. An approved two-way cleanout is allowed to be used at this location to serve as a required cleanout for both the building drain and building sewer.

18.10.310 Part VIII Electrical, deleted.

International Residential Code, ~~2015 Edition~~2021 Edition, Part VIII—Electrical, is hereby deleted in its entirety and the following shall substitute in its stead:

Chapter 18.16 Adopted. The provisions of Chapter 18.16, City of El Paso Electrical Code, shall regulate the installation of electrical systems, equipment and components, indoors and

outdoors that are within the scope of this Code, including services, power distribution systems, fixtures, appliances, devices and appurtenances.

18.10.311 Appendix AA, Sizing and Capacities of Gas Piping.

International Residential Code, ~~2015 Edition~~[2021 Edition](#) Appendix AA, Sizing and Capacities of Gas Piping is hereby adopted in its entirety.

18.10.312 Appendix AB, Sizing of Venting Serving Appliances Equip with Draft Hoods, Category I Appliances, and Appliances listed for Use with Type B Vents.

International Residential Code, ~~2015 Edition~~[2021 Edition](#) Appendix AB, Sizing of venting Serving Appliances Equip with Draft Hoods, Category I Appliances, and Appliances for Use with Type B Hoods, is hereby adopted in its entirety.

18.10.313 Appendix AC, Exit Terminals of Mechanical Draft and Direct-Vent Venting Systems.

International Residential Code, ~~2015 Edition~~[2021 Edition](#) Appendix AC, Exit terminals of Mechanical Draft and Direct-Vent Venting Systems, is hereby adopted in its entirety.

18.10.320 Appendix AE, Manufactured Housing Used as Dwellings, adopted.

International Residential Code, ~~2009~~[2021](#) Edition, Appendix AE, Manufactured Housing Used as Dwellings is hereby adopted in its entirety.

18.10.321 Appendix AG, Piping Standards for Various Applications.

International Residential Code, ~~2015 Edition~~[2021 Edition](#) Appendix AG, Piping Standards for Various Applications, is hereby adopted in its entirety.

18.10.330 Section AE101.1 General, amended.

International Residential Code, ~~2015 Edition~~[2021 Edition](#), Section AE101.1 General, is hereby amended to read as follows:

Section AE101 General. These provisions shall be applicable only to a manufactured home used as a single-dwelling unit and shall apply to the following:

1. Construction, alteration and repair of any foundation system which is necessary to provide for the installation of a manufactured home unit.
2. Construction, installation, addition, alteration, repair or maintenance of the building service equipment which is necessary for connecting manufactured homes to water, fuel or power supplies and sewage systems.
3. Alterations, additions or repairs to existing manufactured homes. The construction, alteration, moving, demolition, repair and use of accessory buildings and structures and their building service equipment shall comply with the requirements of the Municipal Code.

These provisions shall not be applicable to the design and construction of manufactured homes nor shall they be deemed to authorize either modifications or additions to manufactured homes where otherwise prohibited.

18.10.340 Reserved.

18.10.350 Appendix AH, Patio Covers, adopted.

International Residential Code, ~~2009~~2021 Edition, Appendix AH, Patio Covers, is hereby adopted in its entirety.

18.10.360 Appendix AK, Sound Transmission, adopted.

International Residential Code, ~~2009~~2021 Edition, Appendix AK, Sound Transmission, is hereby adopted in its entirety.

18.10.361 Appendix AM, Home Day Care—R-3 Occupancy.

International Residential Code, ~~2015 Edition~~2021 Edition Appendix AM, Home Day Care—R-3 Occupancy, is hereby adopted in its entirety.

18.10.362 Appendix AN, Venting Methods.

International ~~R~~esidential Code, ~~2015 Edition~~2021 Edition Appendix AN, Venting methods, is hereby adopted in its entirety.

18.10.363 Appendix AP, Sizing of Water Piping Systems.

International Residential Code, ~~2015 Edition~~2021 Edition Appendix AP, Venting methods, is hereby adopted in its entirety.

18.10.364 Appendix AQ, Tiny Houses.

International Residential Code, ~~2015 Edition~~2021 Edition Appendix AQ, Tiny Houses, is hereby adopted in its entirety.

18.10.365 Appendix AR, Light Straw Construction.

International ~~R~~esidential Code, ~~2015 Edition~~2021 Edition Appendix R, Light Straw Construction, is hereby adopted in its entirety.

18.10.366 Appendix AS, Strawbale Construction.

International ~~R~~esidential Code, ~~2015 Edition~~2021 Edition Appendix AS, Strawbale Construction, is hereby adopted in its entirety.

18.10.367 Appendix U, Solar ready Provisions—Detached One & Two Family Dwellings, Multiple Single Family Dwellings (Townhouses)

International Residential Code, ~~2015 Edition~~2021 Edition Appendix U, Solar-Ready Provisions, Detached One and Two Family Dwellings, Multiple Family Dwellings (Townhouses), is hereby adopted in its entirety.

18.10.370 Reserved.

18.10.380 Appendices.

International Residential Code, ~~2015 Edition~~2021 Edition, Appendices unless specifically adopted or referenced are retained as administrative guidance aids.

18.10.390 Conflicting ordinances.

All ordinances and parts of ordinances in conflict with the provisions of this chapter are hereby repealed as follows: Ordinance No. 014729 dated 12/12/2000, Ordinance No. 15967 dated 12-14-2004 and Ordinance No. 18510 dated 5-31-2016.

18.10.400 Violations and Penalties.

Any person, firm, corporation or agent who shall violate a provision of this Code or of the technical codes, or fail to comply therewith, or with any of the requirements thereof, or who shall erect, construct, alter, install, demolish or move any structure, electrical, gas, mechanical or plumbing system, or has erected, constructed, altered, repaired, moved or demolished a building, structure, electrical, gas, mechanical or plumbing system; in violation of a detailed statement or drawing submitted and permitted thereunder, shall be deemed guilty of a misdemeanor and punished by a fine not to exceed two thousand dollars. Each such person shall be deemed guilty of a separate offense for each and every day or portion thereof during which any violation of any of the provisions of this Code or of the technical codes is committed or continued.

SECTION 2. That except as herein amended Title 18 (Building and Construction), Chapter 18.10 (Residential Code) of the El Paso City Code shall remain in full force and effect.

Chapter 18.12 MECHANICAL CODE

18.12.010 Short title.

This chapter may be cited as the "Mechanical Code."

18.12.020 Adoption.

The book entitled "International Mechanical Code," ~~2015-2021~~ Edition, a copy of which authenticated by the City Clerk is on file in the City Clerk's Office, is adopted as the Mechanical

Code of the City, as fully as if copied at length in this chapter, but with the changes set forth in this chapter and Chapter 18.02, the Building and Administrative Code of the City of El Paso.

18.12.025 ~~Reserved~~Adopted as is

18.12.030 Section 309.1 Space-heating systems, amended.

International Mechanical Code, ~~2015~~2021 Edition, Section 309.1 Space-heating systems, is hereby amended to read as follows:

309.1 Space-heating and cooling systems. Interior spaces intended for human occupancy shall be provided with active or passive space-heating and cooling systems capable of maintaining an indoor temperature between 68°F (20°C) and 90°F at a point 3 feet above the floor in all habitable spaces. The installation of portable space heaters shall not be used to achieve compliance with this section.

Exceptions:

1. Interior spaces where the primary purpose is not associated with human comfort.
2. Group F, H, S and U occupancies

18.12.040 Section 507.2.6 Clearance for Type I hood, amended.

International Mechanical Code, ~~2015~~2021 Edition, Section 507.2.6 Clearances for Standard Type I and Type I labeled for zero clearance hoods is hereby amended to read as follows:

507.2.6 Clearances for Standard Type I and Type I labeled for zero clearance hoods.

All Type I hoods shall be installed with a clearance to combustibles of not less than 18 inches (457 mm).

Exception: Clearance shall not be required from 5/8-inch or thicker Type X gypsum wallboard, 1/2-inch or thicker (12.7 mm) Type C gypsum wallboard or 1/2-inch (12.7 mm) or thicker cementitious wallboard attached to noncombustible structures provided that a smooth, cleanable, nonabsorbent and noncombustible material is installed between the hood and the gypsum or cementitious wallboard over an area extending not less than 18 inches (457 mm) beside and above the hood and shall extend to the floor below the hood. There shall be no combustible structure below the hood or within 18-inches in any direction, below the hood. Reduced clearances shown on hood tags are not approved.

18.12.040.1 Section 508.1.1 Makeup air temperature, amended.

International Mechanical Code, ~~2015~~2021 Edition, Section 508.1.1 Makeup air temperature, is hereby amended to read as follows:

508.1.1 Makeup air temperature. The temperature difference between makeup air and the air in the conditioned space shall not exceed 10°F (6°C) for heating and 15° for cooling except where the added heating and cooling loads or the makeup air do not exceed the capacity of the HVAC system.

18.12.050 Section 510.4 Independent system, Exception 89, added.

International Mechanical Code, ~~2015~~-2021 Edition, Section 510.4 Independent system, is hereby amended to add Exception 89 at the end of the section, to read as follows:

510.4 Independent system.**Exception:**

9. Contaminated air shall not be recirculated. Air containing explosive or flammable vapors, fumes or dusts; flammable, highly toxic or toxic gases; or radioactive materials shall be considered to be contaminated.

18.12.060 Section 603.6.1.1 Duct length, amended.

International Mechanical Code, ~~2015~~-2021 Edition, Section 603.6.1.1 Duct length, is hereby amended to read as follows:

603.6.1.1 Duct length. In commercial Installations Flexible air ducts and connectors shall be limited to ten (10) feet in maximum length.

603.6.1.2 Duct length. In residential Installations flexible duct, if engineered design, the length will be unlimited.

18.12.070 Section 908.6, Drainage, amended.

International Mechanical Code, ~~2015~~-2021 Edition, Section 908.6, Drainage, is hereby amended to read as follows:

908.6 Drainage. Water from such units shall be discharged into an approved disposal system in accordance with the Plumbing Code. All water supply, waste water and connections shall comply with the requirements of the International Plumbing Code.

908.6.1 All new installations or replacements of water-cooled refrigeration systems 3 H.P. or greater, governed by this Code or the International Plumbing Code, shall be provided with an effective recirculation system.

908.6.2 If an automatic waste system is provided for draining or flushing the system, it shall conform with Chapter 8 of the International Plumbing Code, as amended, and shall be piped to an approved receptacle unless other disposition is authorized by the building official. In no event shall drainage be wasted into or upon the public way.

18.12.080 Section 928, Evaporative cooling, amended.

International Mechanical Code, ~~2015~~-2021 Edition, Section 928 Evaporative Cooling, is hereby amended to read as follows:

928.1 General. Every evaporative cooler installed system shall comply with these provisions.

928.2.1. No evaporative cooler shall be installed so as to obstruct any required means of egress nor reduce passage of required light and air.

928.2.2. Evaporative cooler installations which extend beyond the exterior line of a structure shall comply with Building Code and Zoning Regulations as to allowable projection and overhead clearance. Evaporative cooler structures which project more than eighteen inches (18") from a building shall maintain a minimum clearance of fourteen feet (14') above areas subject to vehicle traffic.

928.3 Materials of Construction.

928.3.1. All evaporative cooler blowers and cabinets, including pan, corner posts, top and pad frames, shall be constructed of non-combustible materials or approved plastics as defined below. Evaporative pads and interior water circulatory systems need not be of non-combustible materials.

928.3.2 Approved Plastics. Approved plastic or reinforced plastic materials shall be those which are classified as 94-5V in accordance with Underwriters Laboratory Test 94-5V "Vertical Burning Test for Classifying Materials".

928.3.3 Evidence of Compliance. Evidence of compliance with the requirements of Section 926.3.1 to 311.3.2 shall accompany all equipment installed within the City of El Paso.

928.4 Electrical Connections. Electrical components and installations shall conform to the El Paso Electrical Code. The blower motor and water recirculation pump shall be internally protected to shut-off automatically in the event of an electrical overload or excessive temperature. The maximum shut-off temperature shall be: (1) blower motor, 105°C; and (2) pump, 135°C.

928.5 Plumbing Connections. Water connections and materials shall conform to the El Paso Plumbing Code.

928.6 Structural Supports. Evaporative cooler fastenings, including mounts, platforms and frames, shall be of non-combustible material and shall be of sufficient size and strength to meet the requirements of the International Building Code.

928.7 Water Supply.

928.7.1 Bleeder Lines Prohibited. New and replacement evaporative coolers shall not be provided or installed with bleeder lines.

928.7.2 Automatic water draining System Required. An automatic water draining system shall be provided for all evaporative coolers for which the cooler manufacturer requires the use of a bleeder line. The automatic water draining system shall operate on a periodic basis of not less than a 4-hour interval between operation times and shall be capable of fully draining the water from the cooler pan. The automatic draining system shall either discharge into the building drainage system through an indirect waste piping system complying with Section 802 of the International Plumbing Code, as amended, or shall be conducted to the exterior of the building or structure, and shall be discharged so that the effluent is used for

watering landscaping or other outdoor vegetation. In no event shall drainage from coolers be wasted into or upon the public right-of-way.

18.12.090 Appendix A is adopted in its entirety.

International Mechanical Code, [2015-2021](#) Edition, Appendix A, is adopted.

18.12.100 Conflicting ordinances.

All ordinances and parts of ordinances in conflict with the provisions of this chapter are hereby repealed as follows: Ordinance No. 014732 dated 12-12-2000 and Ordinance No. 15965 dated 12-14-2004.

[SECTION 2. That except as herein amended, Title 18 \(Building and Construction\), Chapter 18.12 \(Mechanical Code\) of the El Paso City Code shall remain in full force and effect.](#)

Chapter 18.16 ELECTRICAL CODE

18.16.010 Short title.

This chapter may be cited as the "Electrical Code".

18.16.020 Adoption.

The book entitled "NFPA 70 National Electrical Code," 2020 Edition, a copy of which authenticated by the City Clerk is on file in the City Clerk's Office is adopted as the Electrical Code of the City, as fully as if copied at length in this chapter, but with the changes set forth in this chapter and Chapter 18.02, the Building and Administrative Code of the City of El Paso.

18.16.030 Article 80 Evaporative Coolers, added.

NFPA 70 National Electrical Code, 2020 Edition, Article 80 Evaporative Coolers, is hereby added to read as follows:

80.1 Evaporative Coolers. Evaporative cooler shall have their controls mounted in a metal box. Conductors -to the equipment.

80.2 Controls and Operating Mechanisms. In areas required by the Building Code to be accessible to persons with disabilities, the highest operable part of controls, receptacles and other operable equipment shall be placed within at least of one of the reach ranges specified in this section. Electrical and communications receptacles on walls shall be mounted no less than 15 in (380 mm) above the floor to the bottom of the box.

80.3 Forward Reach. If the clear floor space allows only forward approach to an object, the highest operable part of controls, receptacles and other operable equipment shall be placed not more than 48 in (1220 mm) above finished floor to the top of the box.

80.4 Side Reach. If the clear floor space allows only parallel approach to an object, the highest operable part of controls, receptacles and other operable equipment shall be placed not more than 54 in (1370 mm) above finished floor to the top of the box.

18.16.040 Section 210.70 Lighting Outlets Required (A)(2)(b), amended.

NFPA 70 National Electrical Code, 2020 Edition, Section 210.70 Lighting Outlets Required, (A) Dwelling Units, (2) Additional Locations, (b) is hereby amended to read as follows:

210.70 Lighting Outlets Required, (A) Dwelling Units, (2) Additional Locations (b). For dwelling units, attached garages, and detached garages with electric power, at least one wall switch-controlled lighting outlet shall be installed to provide illumination on the exterior side of outdoor entrances or exits with grade level access. A vehicle door in a garage shall be considered as an outdoor entrance or exit.

18.16.050 Section 210.70 Lighting Outlets Required (A)(3), added.

NFPA 70 National Electrical Code, 2020 Edition, Section 210.70 Lighting Outlets Required, (A) Dwelling Units, (3) Storage or Equipment Spaces, is hereby amended by adding the following sentence at the end of the paragraph:

210.70 Lighting Outlets Required (A) Dwelling Units (3) Storage or Equipment Spaces.
Add: An attic shall be considered storage area if it has either a decked area or permanent access ladder.

18.16.060 Section 210.71 Additional Outlets, added.

NFPA 70 National Electrical Code, 2020 Edition, Section 210.70C Additional Outlets, is hereby added to read as follows:

210.70C Additional Outlets. The following receptacle outlets shall be installed, in addition to those required by National Electrical Code, 2020 Edition, Sections 210-50 through 210-70:

(1) On wall areas over work benches, behind bars, serving counters, or other wall spaces where electrical signs or appliances may be used or installed, not less than one (1) receptacle outlet shall be installed for every six (6) feet or major fraction thereof (i.e., the second receptacle outlet shall be located a maximum of (nine) 9 feet from the beginning of the work bench, serving counter or wall space) from the edge measured horizontally along such wall parallel to the floor or ceiling.

(2) In lounges, taverns, bars or other establishments where electrical signs, appliances or similar devices may be placed on or attached to the ceiling, sufficient receptacle outlets shall be installed on the ceilings so that no point on such ceiling is more than twelve (12) feet from a receptacle outlet.

(3) In "mini-warehouse" units or similar storage occupancies designed to be leased or rented individually the following minimum requirements for lights and receptacles shall be provided:

Exterior lighting providing a minimum 2.0 foot-candle illumination at the ground level at the center of the entry door of each unit.

18.16.070 Section 215.13 Wiring Methods for Feeders 600 Volts or Less, added.

NFPA 70 National Electrical Code, 2020 Edition, Section 215.13 Wiring Methods for Feeders 600 Volts or Less, is hereby added to read as follows:

215.13 Wiring Methods for Feeders 600 Volts or Less.

~~-(a) All occupancies: Feeder conductors shall be installed in accordance with the applicable requirements of this Code covering the type of wiring method used and shall be limited to the following methods:~~

- ~~-(1) Rigid metal conduit~~
- ~~-(2) Intermediate metal conduit~~
- ~~-(3) Electrical metallic tubing~~
- ~~-(4) Busways~~
- ~~-(5) Metal wireways~~
- ~~-(6) Rigid non-metallic conduit~~
- ~~-(7) Mineral insulated, metal sheathed cable~~
- ~~-(8) Surface metal raceways~~
- ~~-(9) Cellular metal raceways~~
- ~~-(10) Cable bus~~
- ~~-(11) Flexible metal conduit only where one of the other methods cannot be reasonably installed and only if equipped with the appropriate size equipment ground conductor~~
- ~~-(12) Electrical non-metallic tubing~~
- ~~-(13) Metal clad cable~~
- ~~-(14) Armored cable~~
- ~~-(b) All one-family, two-family or multi-family occupancies:~~
 - ~~-(1) All of the wiring methods listed in subparagraph (a) above~~
 - ~~-(2) Underground feeder and branch circuit cable~~
 - ~~-(3) Service entrance cable~~
 - ~~-(4) Non-metallic sheathed cable~~

18.16.080 Reserved.

18.16.090 Section 230.28 Service Masts as Supports, amended.

NFPA 70 National Electrical Code, 2020 Edition, Section 230.28, Service Masts as Supports, is hereby amended to read as follows:

230.28. Service Masts as Supports.

(a) Where a service mast is used for the support of service-drop conductors, it shall be of rigid metal conduit or intermediate metal conduit supported and anchored to safely withstand the strain imposed by the service drop. All mast fittings shall be identified for use with service masts. Only power service-drop conductors shall be permitted to be attached to a service mast.

(b) All other service masts shall be of rigid metal conduit, intermediate metal conduit, or electrical metallic tubing.

~~(c) Service masts shall not extend above the roof more than three (3) feet for dwelling occupancies, nor more than five (5) feet for other occupancies without the prior approval of the building official.~~

18.16.100 Section 230.43 Wiring Methods for 1,000 Volts, Nominal, or Less, amended.

NFPA 70 National Electrical Code, 2008 Edition, Section 230.43 Wiring Methods for 600 Volts, Nominal, or Less, is hereby amended to read as follows:

230.43 Wiring Methods for 1000 Volts, Nominal, or Less. Service entrance conductors shall be installed in accordance with the applicable requirements of this Code covering the wiring method used and shall be limited to the following wiring methods:

- ~~(a) Rigid metal conduit~~
- ~~(b) Intermediate metal conduit~~
- ~~(c) Electrical metallic tubing~~
- ~~(d) Busways~~
- ~~(e) Metal wireways~~
- ~~(f) Metal auxiliary gutters~~
- ~~(g) Non-metallic rigid conduit for laterals only~~
- ~~(h) Flexible metal conduit not over 6 feet (1.83 m) long or liquid tight flexible metal conduit not over 6 feet (1.83 m) long between raceways, or between raceway and service equipment, with equipment bonding jumper routed with the flexible metal conduit or the liquid tight flexible metal conduit according to the provisions of Section 250.102(a), (b), (c) and (e)~~
- ~~(i) Liquid tight flexible nonmetallic conduit.~~
- ~~(j) Mineral-insulated, metal-sheathed cable.~~

18.16.110 Section 230.70 General, (A)(1), amended.

NFPA 70 National Electrical Code, 2020 Edition, Section 230.70 General, (A) Location, (1) Readily Accessible Location, is hereby amended to read as follows:

230.70 General. (A) Location, (1) Readily Accessible Location.

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(Supp. No. 90, Update 3)

(1) Readily Accessible Location.

(a) Services rated 800 amps or less. A load-break rated meter disconnect shall be installed on the exterior of the building or structure adjacent to and not more than five (5) feet from the meter. The service disconnecting means is allowed to meet this requirement if installed in compliance with this proximity requirement and the requirements of the NEC. If the service disconnecting means is located more than five feet from the meter, a separate and additional load-break rated meter disconnect that meets this proximity requirement is required on the supply (line) side of the service disconnecting means.

(b) Services rated over 800 amps. The service disconnecting means shall be located not more than five (5) feet, measured vertically and horizontally, from the point where the service conductors enter the building or structure.

18.16.120 Section 230.70.1 "Six Hand Movement", added.

NFPA 70 National Electrical Code, 2020 Edition, Section 230.70.1, "Six Hand Movement", is hereby added to read as follows:

230.70.1 "Six Hand Movement".

"Six Hand Movement" rule will apply to switches or circuit breakers used to disconnect feeders only. A "main" switch or circuit breaker will be required ahead of any branch circuit overcurrent protection.

~~18.16.130 Section 250.8 Connection of Grounding and Bonding Equipment, paragraph (A)(6), deleted.~~

~~NFPA 70 National Electrical Code, 2008 Edition, Section 250.8 Connection of Grounding and Bonding Equipment, paragraph (A)(6) is hereby deleted in its entirety.~~

~~18.16.140 Section 250.8 Connection of Grounding and Bonding Equipment, (B) Methods Not Permitted, amended.~~

~~NFPA 70 National Electrical Code, 2020 Edition, Section 250.8 Connection of Grounding and Bonding Equipment, (B) Methods Not Permitted, is hereby amended to read as follows:~~

~~250.8 Connection of Grounding and Bonding Equipment, (B) Methods Not Permitted.~~

~~(1) Connection devices or fittings that depend solely on solder shall not be used. (2) Sheet metal screws shall not be used to connect grounding conductors or connection devices to enclosures.~~

~~18.16.150 Section 310.2 Conductors, (B) Conductor Material, amended.~~

~~NFPA 70 National Electrical Code, 2020 Edition, Section 310.2 Conductors, (B) Conductor Material, is hereby amended to read as follows:~~

~~310.2 Conductors, (B) Conductor Material.~~ ~~Conductors in this article shall be of aluminum, copper clad aluminum or copper unless otherwise specified.~~

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(Supp. No. 90, Update 3)

Aluminum or copper clad aluminum conductors shall not be smaller than No. 2 AWG, except a ground conductor which is part of an approved cable assembly shall be not smaller than No. 6 AWG. Aluminum or copper clad conductors shall be used in the connection of stationary or fastened in place equipment. Such branch circuits shall be installed using metal clad cable or other metal raceway. Such conductors shall also be permitted for the connection of accessory structures via overhead cable granted the ampacity of the structure does not exceed the ampacity of the conductor.

18.16.160 Section 334.10 Uses Permitted (1), (2), (3), (4), (5) amended.

NEPA 70 National Electrical Code, 2020 Edition, Section 334.10 Uses Permitted, items (1), (2), (3) and (4) are amended to read as follows:

334.10 Uses Permitted. Type NM, Type NMC, and Type NMS cables shall be permitted to be used in the following:

- ~~-(1) One and two family dwellings.~~
- ~~-(2) Multifamily dwellings.~~

18.16.165 Securing and Supporting Non-Metallic Sheath Cable, added.

NEPA 70 National Electrical Code, 2020 Edition, Section 334.30 Securing and Supporting non-metallic sheathed cable shall be supported and secured by insulated staples, cable ties, straps, hangers, or similar fittings designed and installed so as not to damage the cable, at intervals not exceeding 4.5 feet (1.4 mm) and within 12 inches (300 mm) of every outlet box, cabinet, or fitting. Flat cables shall not be stapled on edge. Sections of cable protected from physical damage by raceway shall not be required to be secured within the raceway.

18.16.170 Reserved.

18.16.180 Article 382 Nonmetallic Extensions, deleted.

NEPA 70 National Electrical Code, 2020 Edition, Article 382 Nonmetallic Extensions is hereby deleted in its entirety.

18.16.190 Article 394 Concealed Knob and Tube Wiring, deleted.

NEPA 70 National Electrical Code, 2020 Edition, Article 394, concealed Knob and Tube Wiring, is hereby deleted in its entirety.

18.16.200 Article 398 Open Wiring on Insulators, deleted.

NEPA 70 National Electrical Code, 2020 Edition, Article 398, Open Wiring on Insulators is hereby deleted in its entirety.

18.16.210 Section 404.10 Mounting of Snap Switches, (A) Surface Type, deleted.

NFPA 70 National Electrical Code, entirety.

18.16.220 Section 406.8 Receptacles in Damp or Wet Locations (F) Plastic Bubble Type, added.

NFPA 70 National Electrical Code, 2020 Edition, Section 406.8 Receptacles in Damp or Wet Locations, is hereby amended to add paragraph (F) Plastic Bubble Type, to read as follows:

406.8 Receptacles in Damp or Wet Locations.

~~-(F) "Plastic Bubble Type" in-use covers are not permitted.~~

18.16.230 Section 406.8 Receptacles in Damp or Wet Locations (G) Air Condition Equipment, added.

NFPA 70 National Electrical Code, 2020 Edition, Section 406.8 Receptacles in Damp or Wet Locations, is hereby amended to add paragraph (G) Air Condition Equipment, to read as follows:

406.8 Receptacles in Damp or Wet Locations.

(G) Air Condition Equipment.

Receptacles used solely for the maintenance of air condition equipment will not be required to have "In Use" type covers.

18.16.240 Section 410.36 Means of Support (B) Suspended Ceilings, amended.

NFPA 70 National Electrical Code, 2020 Edition, Section 410.36 Means of Support, (B) Suspended Ceilings, is hereby amended to delete the last sentence as follows:

410.36 Means of Support, (B) Suspended Ceilings, Luminaires installed in suspended ceilings shall be securely attached to building structure from above at appropriate levels.

18.16.250 Section 422.12 Central Heating Equipment, amended.

NFPA 70 National Electrical Code, 2020 Edition, Section 422.12 Central Heating Equipment, is hereby amended to read as follows:

422.12 Central Heating Equipment. Central heating equipment other than fixed electric space-heating equipment shall be supplied by an individual branch circuit.

Exception 1: Auxiliary equipment, such as pump, valve, humidifier, or electrostatic air cleaner directly associated with the heating equipment, shall be permitted to be connected to the same branch circuit.

Exception 2: Evaporative coolers may be supplied by the same individual branch circuit supplying the central heating equipment in residential occupancies only, provided the loads are non-coincidental.

18.16.260 Section 590.4 General (K) Temporary Service Poles, added.

NFPA 70 National Electrical Code, 2020 Edition, Section 590.4 General, is hereby amended to add paragraph (K) Temporary Service Poles, to read as follows:

590.4 General.

(K) Temporary Service Poles.

Temporary service poles shall be a minimum of four (4) inch by four (4) inch treated wood posts, or four (4) inch diameter round treated poles securely imbedded in the earth.

18.16.270 Section 600.10 Portable or Mobile Signs, deleted.

NFPA 70 National Electrical Code, 2020 Edition, Section 600.10 Portable or Mobile Signs, is hereby deleted in its entirety.

18.16.280 Section 600.43 Miscellaneous Provisions, added.

NFPA 70 National Electrical Code, 2020 Edition, Section 600.43 Miscellaneous Provisions, is hereby added to read as follows:

600.43 Miscellaneous Provisions.

(A) Sign circuits shall contain a copper grounding conductor deriving from the circuit's supply source; exterior locations shall terminate in a weatherproof box and cover. Taps in metallic raceways shall not be allowed as the grounding means.

(B) All sign installations shall maintain a clearance from adjacent power lines as follows:

Voltage—Line To Ground	H (ft.) Minimum Horizontal Clearance	V (ft.) Minimum Clearance Measured Either Diagonally or Vertically	V (ft.) Over or Under Catwalks Minimum Clearance Measured Either Diagonally or Vertically
Guy Wires and Neutrals	3	3	10.5
0—750 V Supply Cables Meeting Rule 230C2 and 230C3 NESC, 1997	3.5	3.5	11
0—750 V Open Conductors N.E.S.E. Rule 230C2 and 230C3	5.5	6	11.5
750V—22KV	7.5	8	13.5

Notes to table:

1. Signs should never hang over any adjacent power circuits.
2. Voltages are line to ground on a Y-Circuit with multi-ground neutral or between phases on an underground circuit.

18.16.290 Section 725.41 Class 1 Circuit Classifications and Power Source Requirements (C) Transformers for Class 2 and Class 3 low voltage Circuits, added.

NFPA 70 National Electrical Code, 2020 Edition, Section 725.41 Class 1 Circuit Classifications and Power Source Requirements, is hereby amended to add paragraph (C) Transformers for Class 2 and Class 3 low voltage Circuits, to read as follows:

725.41 Class 1 Circuit Classifications and Power Source Requirements.

(C) Transformers for Class 2 and Class 3 low voltage Circuits.

(1) Transformers for Class 2 and Class 3 low voltage circuits shall be accessible.

(2) Transformers for Class 2 and Class 3 low voltage circuits shall be installed in accordance with their listing.

18.16.300 Errata, adopted.

Errata to the 2020 NEC Code issued by the National Fire Protection Association is hereby adopted and shall become part of this Code.

18.16.310 Conflicting ordinances.

All ordinances and parts of ordinances in conflict with the provisions of this chapter are hereby repealed as follows: Ordinance No. 014308, 12-14-1999 and Ordinance No. 15900, 09-28-2004.

SECTION 2. That except as herein amended, Title 18 (Building and Construction), Chapter 18.16 (Electrical Code) of the El Paso City Code shall remain in full force and effect.

Chapter 18.20 – PLUMBING CODE

18.20.010 Short title.

This chapter may be cited as the "Plumbing Code."

18.20.020 Adoption.

The book entitled "International Plumbing Code," 2021 Edition, a copy of which authenticated by the city clerk is on file in the city clerk's office, is adopted as the Plumbing Code of the city, as fully as if copied at length in this chapter, but with the changes set forth in this chapter and Chapter 18.02, the Building and Administrative Code of the City of El Paso.

18.20.020.1 Reserved.

18.20.030 Section 312.10.3 Backflow Inspection Records, added.

International Plumbing Code, 2021 Edition, Section 312.10.3 Backflow Inspection Records, is hereby added to read as follows:

312.10.3 Backflow Inspection Records. Records of inspections, tests and maintenance of the backflow assemblies shall be kept and made available to the building official upon request and to the El Paso Water Utilities in accordance with the rules and regulations of the public service board. Records shall indicate the procedure performed (inspection, test or maintenance), the organization that performed the work, the results and the date. Records shall be maintained by the owner, tenant or responsible person.

18.20.040 Section 403.3 Required public toilet facilities, exception added.

International Plumbing Code, 2021 Edition, Section 403.3 Required public toilet facilities, is hereby amended to add the following exception at the end of the section:

Exception: Small tenancies and areas located in stand-alone buildings or tenancies. Customers, patrons, visitors and employees need not be provided with public toilet facilities in small tenancies located in stand-alone buildings, structures or facilities when all of the following conditions are met:

1. The gross floor area of the tenancy does not exceed 200 square feet; and
2. The building, or structure is not used for the preparation, storage handling and sale of potentially hazardous food as defined in the Texas Food Establishment Rules of the Texas Department of State Health Services; and
3. Toilet facilities are provided elsewhere on the same site within 200 lineal feet of travel distance from the exempted tenancy; and
4. The site is provided with the minimum number of facilities required by International Plumbing Code, 2015 Edition, Section 403 and Table 403.1, and the owner or tenant in control of the toilet facilities required in condition 3, shall furnish to the building official a written and notarized statement that customers, visitors, patrons and employees of the exempted tenancy will have access to and use of these facilities; and structures used for the preparation, storage, handling and sale of food shall be connected to a water supply and provided with utensil and hand washing facilities as required by Title 9.12 of the City Code.

18.20.050 Section 412.5 Floor drains in mechanical rooms and boiler rooms, added.

International Plumbing Code, 2021 Edition, Section 412.5 Floor drains in mechanical rooms and boiler rooms is hereby added to read as follows:

Mechanical equipment rooms, boiler rooms and all similar equipment rooms shall have an approved floor drain for disposing of accumulation of liquid wastes incident to cleaning or recharging such equipment. Such floor drains shall be equipped with an approved trap priming or trap seal device as required in IPC Section 1002.4.

18.20.060 Section 417.5.3 Shower receptor, added.

International Plumbing Code, 2021 Edition, Section 417.5.3 Shower Receptor, is hereby added to read as follows:

421.5.1.1 Shower Receptor. Shower receptors shall have a finished curb, dam or threshold not less than one (1) inch below the sides and back of the receptor. The curb shall be not less than two (2) inches nor more than nine (9) inches in depth when measured from the top of the curb to the top of the drain. The finished floor shall slope uniformly toward the drain not less than one-fourth ($\frac{1}{4}$) inch per foot nor more than one-half ($\frac{1}{2}$) inch, and floor drains shall be flanged to provide a watertight joint in the floor.

421.5.2 Shower Linings. All shower receptors shall be provided with an approved lining, except as noted herein. The adjoining walls and floors, enclosing field-constructed shower receptors shall be lined with copper or other approved materials listed in this Code, extending not less than three (3) inches beyond or around the rough jambs and not less than three (3) inches above finished thresholds. Recessed shower compartments need not be lined, provided the compartment is formed of concrete, is recessed a minimum of four (4) inches below the adjacent floor level, and the concrete is not less than three and one-half ($3\frac{1}{2}$) inches thick with an ultimate compressive strength of not less than two thousand (2000) pounds per square inch.

421.3 Shower Waste Outlet An approved flanged drain shall be installed with shower sub-pans or linings. The flange shall be flush with the sub-base and be equipped with a clamping ring or other device to make a water-tight connection between the lining and the drain. The flange shall have weep holes to ensure constant drainage of water to sanitary drainage system. Shower receptacle waste outlets shall be not less than two (2) inches in diameter and shall have a removable strainer.

18.20.070 Section 604.8.3 Accessibility, added.

International Plumbing Code, 2021 Edition, Section 604.8.3 Accessibility, is hereby added to read as follows:

604.8.3 Accessibility. Installation shall be such as to make the regulator accessible without excavating or removing permanent structural or finished portions of the structure.

18.20.080 Reserved.

18.20.090 Reserved.

18.20.100 Section 605.4 Water Distribution Pipe, amended.

International Plumbing Code, 2021 Edition, Section 605.4 Water distribution pipe, is hereby amended to read as follows:

605.4 Water distribution pipe. Water distribution pipe shall conform to NSF 61 and shall conform to one of the standards listed in Table 605.4 Copper or copper alloy tubing used in

inaccessible water distribution piping under slabs shall be minimum Type L. Any material subject to corrosion shall be protected when used in corrosive soils. All hot water distribution pipe and tubing shall have a minimum pressure rating of 100 psi at 180°F.

18.20.110 Section 608.16.5, Connections to lawn irrigation systems, amended.

International Plumbing Code, 2021 Edition, Section 608.16.5, Connections to lawn irrigation systems, is hereby amended to read as follows:

608.16.5 Connections to lawn irrigation systems. The potable water supply to lawn irrigation systems shall be protected against backflow by a pressure-type vacuum breaker or a reduced pressure principle backflow-preventer. Where chemicals are introduced into the system, the potable water supply shall be protected against backflow by a reduced pressure principle backflow-preventer.

18.20.120 Section 701.2 Sewer required, amended.

International Plumbing Code, 2021 Edition, Section 701.2, Sewer required, is hereby amended to read as follows:

701.2 Sewer required. Every building in which plumbing fixtures are installed and all premises having drainage piping shall be connected to a public sewer.

Exception: When a public sewer is not available within 300 feet of the property, an individual or private sewage disposal system may be utilized provided that such system is designed, installed and maintained in accordance with the requirements of Chapter 18.21 of the City Code.

18.20.130 Reserved.

18.20.140 Reserved.

18.20.150 Reserved.

18.20.160 Section 708.1.3 Building drain and building sewer junction, amended.

International Plumbing Code, 2021 Edition, Section 708.1.3, Building drain and building sewer junction, is hereby amended to read as follows:

708.1.3 Building drain and building sewer junction. There shall be a cleanout near the junction of the building drain and the building sewer. The cleanout shall be outside the building and shall be brought up to the finished ground level within ten (10) feet of the structure. An approved two-way cleanout is allowed as an alternative at this location to serve as a required cleanout for both the building drain and building sewer.

18.20.170 Section 802.1.9 Condensate and Evaporative Cooler Waste, added.

International Plumbing Code, 2021 Edition, Section 802.1.9 Condensate and Evaporative Cooler Waste, is hereby added to read as follows:

802.1.9 Condensate and Evaporative Cooler Waste. Waste from evaporative cooler's automatic water draining systems and condensate from air conditioner units, shall discharge into the building drainage system through an indirect waste line or discharged so that the effluent is used for watering landscaping or other vegetation.

18.20.170.1 Section 903.1.1 amended.

903.1.1 Roof extension. Open vent pipes that extend through a roof shall be terminated not less than 12 inches above the roof.

18.20.180 Section 1003.3.1.1 No water-jacketed grease trap, added.

International Plumbing Code, 2021 Edition, Section 1003.3.1.1 No water-jacketed grease trap, is hereby added to read as follows:

1003.3.1.1 No water-jacketed grease trap. No water-jacketed grease trap or grease interceptor shall be approved or installed.

18.20.190 Table 1003.3.5.1 Capacity of Grease Interceptors, amended.

International Plumbing Code, 2021 Edition, Table 1003.3.5.1 Capacity of Grease Interceptors, is hereby amended to read as follows:

Table 1003.3.5.1 Capacity of Grease Traps	
Total Flow-Through Rating (gpm)	Grease-Retention Capacity (pounds)
20 or less	40
25	50
35	70
50	100

18.20.200 Section 1003.5 Sand interceptors in commercial establishments, amended.

International Plumbing Code, 2021 Edition, Section 1003.5 Sand interceptors in commercial establishments, is hereby amended to read as follows:

1003.5 Sand Interceptors in Commercial Establishments. Sand and similar interceptors or traps for heavy solids shall have a water seal of not less than six (6) inches. Traps shall have a minimum of two compartments. Each compartment shall be a minimum of 30 inches by 30 inches with a minimum depth of three (3) feet, covered with a removable grating that will allow the free entrance of waste. Trap walls and bottom shall be of concrete made watertight.

Exception: Sand traps are not required in commercial facilities containing less than 4 washing machines.

1003.5.1. Waste Line shall be a minimum of four (4) inches for uses other than residential swimming pools in which case the waste line may be three (3) inches. Outlet pipe shall leave the trap at a point not less than six (6) inches nor more than twelve (12) inches above

the bottom and must rise vertically outside to the top of the trap where a properly sized cleanout shall be provided and formed by an inverted wye (y) so installed that the point of intersection of the wye (y) branches shall form the seal. Such seal shall be no less than twelve (12) inches in depth.

1003.5.2. Sand Traps installed within thirty (30) feet from a 3 or 4 inch stack shall have a (2) inch vent; sand traps installed over thirty (30) feet from a 3 or 4 inch stack shall have a three (3) inch vent.

18.20.220 Appendix B is adopted in its entirety.

18.20.222 Appendix C is adopted in its entirety.

18.20.224 Appendix D is adopted in its entirety.

18.20.226 Appendix E is adopted in its entirety.

18.20.230 Conflicting ordinances.

All ordinances and parts of ordinances in conflict with the provisions of this chapter are hereby repealed.

18.20.240 Section 603.1.1 Protection of Water Service Entrance, added.

International Plumbing Code, 2021 Edition, Section 603.1.1 Protection of Water Service Entrance is hereby added to read as follows:

603.1.1 Protection of Water Service Entrance. Water service entrance and risers to all structures shall be on the heated side of a conditioned space.

18.20.250 Section 603.1.2 Plumbing within exterior walls, added.

International Plumbing Code, 2021 Edition, Section 603.1.2 Plumbing within exterior walls is hereby added to read as follows:

603.1.2 Plumbing within exterior walls. Placement of plumbing within exterior walls is prohibited unless the walls are at minimum, 2 by 6 walls and adequate provision is made to protect such pipes from freezing in accordance with Section 305.6 of the International Plumbing Code. Placement of water lines in ceiling areas is prohibited unless the water lines are placed on the warm side with a minimum of 10 inch insulation on the exterior/roof side of the structure.

Exceptions:

a. A service entrance may enter a non-conditioned space provided that the riser/service entrance is within an approved, heated valve protective enclosure also known as a "hot box", or

b. Cross linked polyethylene, also known as PEX, or approved equal, is used as the service entrance material, and

c. Any hose bibs installed shall be freeze proof.

18.20.260 Conflicting Ordinances.

All ordinances and parts of ordinances in conflict with the provision of this chapter are hereby repealed.

SECTION 2. That except as hereby amended, Title 18 (Building and Construction), Chapter 18.20 (Plumbing Code) of the El Paso City Code shall remain in full force and effect.

Chapter 18.24 – GAS CODE

18.24.010 Short title.

This chapter may be cited as the "Gas Code."

18.24.020 Adoption.

The book entitled "International Fuel Gas Code," 2021 Edition, a copy of which authenticated by the city clerk is on file in the city clerk's office, is adopted as the Gas Code of the city, as fully as if copied at length in this chapter, but with the changes set forth in this chapter and Chapter 18.02, the Building and Administrative Code of the City of El Paso.

18.24.030 Reserved

18.24.040 Section 311 Accessible and acceptable location, added.

International Fuel Gas Code, 2021 Edition, Section 311 Accessible and Acceptable Location, is hereby added to read as follows:

311 Accessible and Acceptable Location. A meter location, when required, shall be provided for the building or premises to be served. The location shall be such that the meter and connections are accessible in order that they may be read or changed. Space requirements, dimensions, and type of installation shall be acceptable to the gas company. Meter location will be determined by the utility company in conformance with their service franchise.

18.24.050 Section 401.2 Liquefied petroleum gas storage, amended.

International Fuel Gas Code, 2021 Edition, Section 401.2, Liquefied petroleum gas storage, is hereby amended to read as follows:

401.2 Liquefied petroleum gas. The storage system for liquefied petroleum gas shall be designed, installed and an operational permit obtained, in accordance with the Fire Code.

Exception: Liquefied petroleum gas system shall not be installed in Group R1, R2, R3 and R4 occupancies when a natural gas utility supply pipe is available within 1,000 feet of the buildings.

18.24.060 Reserved.

18.24.070 Section 406.4 Test pressure measurement, amended.

International Fuel Gas Code, 2021 Edition, Section 406.4 Test pressure measurement, is hereby amended to read as follows:

406.4 Test pressure measurement. Test pressure shall be measured with a manometer or with a pressure-measuring device designed and calibrated to read, record, or indicate a pressure loss caused by leakage during the pressure test period. The source of pressure shall be isolated before the pressure tests are made. Mechanical gauges used to measure test pressures shall have a range such that the highest end of the scale is not greater than two (2) times the test pressure. Tests requiring a pressure of 10 psi or less shall utilize a testing gauge having increments of 0.20 psi or less. Tests requiring a pressure greater than 10 psi but less than or equal to 100 psi shall utilize a testing gauge having increments of 1 psi or less. Tests requiring a pressure of greater than 60 psi shall utilize a testing gauge having increments of 2 psi or less.

18.24.080 Section 406.4.1. Test pressure, Low Pressure Gas Piping, added.

International Fuel Gas Code, 2021 Edition, Section 406.4.1 Test pressure, Low Pressure Gas Piping is hereby added to read as follows:

406.4.1.1 Test pressure. Low pressure gas piping shall withstand a pressure of at least 10 psi or 16 inches of mercury. Higher pressure gas piping shall withstand a pressure of at least 60 psi on a clock gauge with a printed record chart. For the purposes of this section, "low pressure" shall mean pressure equal to or less than 0.5 psi.

18.24.090 Section 406.4.2 Test duration, amended.

International Fuel Gas Code, 2021 Edition, Section 406.4.2 Test duration, is hereby amended to read as follows:

406.4.2 Test duration. Test duration shall be not less than 15 minutes for low pressure gas piping and not less than 4 hours for higher pressure gas piping.

18.24.100 Section 406.4.3 Manufactured homes, added.

International Fuel Gas Code, 2021 Edition, Section 406.4.3 Manufactured homes, is hereby added to read as follows:

406.4.3. Manufactured Homes. Appliance installations in manufactured housing meeting the requirements of the Texas Manufactured Housing Standards Act, or in industrialized housing or industrialized buildings meeting the requirements of the Texas Industrialized Housing and Building Act or bearing the Federal Compliance Plate (ANSI-A119.1), including the appliance connections and the fuel gas piping system, shall not be subject to

the provisions of this Code except for the-test provisions of International Fuel Gas Code, Section 406.

18.24.110 Section 417 Over 1-psi gas piping, added.

International Fuel Gas Code, 2021 Edition, Section 417 Over 1-psi gas piping, is hereby added to read as follows:

Section 417

OVER 1-PSI GAS PIPING

417.1 Scope and Responsibility. Under this section appear additional fundamental requirements for the installation of consumer gas piping system using over 1-psi gas pressure. Responsibility for observing these requirements shall rest with the installing agency.

417.2 Requirements. The requirements of the Gas Code are applicable to over 1-psi gas piping installations except as such requirements are modified in this chapter. Over 1-psi gas piping systems designed in accordance with this chapter and other requirements of this Code are intended for use where the building service regulator has been set to deliver gas at over 1-psi.

417.3 Over 1-PSI Piping System. Systems designed for over 1-psi gas pressure downstream of the meter shall adhere to all requirements of this Code, of the Gas Utility, and as follows:

1. Drawings and calculations, including site plan and gas piping diagrams shall be submitted to the Gas Utility for approval.
2. The gas pressure shall be regulated to ounces before entering any building or structure, unless otherwise approved by the Gas Utility.
3. All underground lines and above-ground lines within six (6) inches of the ground shall be of wrapped steel. Joints in underground lines and above-ground lines within six (6) inches of the ground shall be welded. Approved plastic pipe may be installed underground, outside buildings, without wrapping.
4. All above-ground lines installed more than six (6) inches above the ground inside buildings shall be of wrapped or bare steel and shall use only welded pipe joints.
5. Gas lines, located outside buildings, and more than 6 inches above ground and operating at up to 5-psi pressure may be installed with approved threaded joints.

18.24.112 Appendix A – Sizing and Capacities of Gas Piping, is adopted in its entirety.

18.24.114 Appendix B – Sizing of venting systems serving appliances equipped with draft hoods, Category I appliance and appliance listed for use with Type B vents, is adopted in its entirety.

18.24.116 Appendix C – Exit terminals of mechanical draft and direct-vent venting systems, is adopted in its entirety.

18.24.118 Appendix D – Recommend procedure for safety inspection of an existing appliance installation, is adopted in its entirety.

18.24.120 Conflicting ordinances.

All ordinances and parts of ordinances in conflict with the provisions of this chapter are hereby repealed.

SECTION 2. That except as hereby amended, Title 18 (Building and Construction), Chapter 18.24 (Gas Code) of the El Paso City Code shall remain in full force and effect

Chapter 18.28 – EXISTING BUILDING CODE

18.28.010 Short title.

This chapter may be cited as the "Existing Building Code."

18.20.020 Adoption.

The book entitled "International Existing Building Code" 2021 Edition, a copy of which authenticated by the city clerk is on file in the city clerk's office, is adopted as the Existing Building Code of the city, as fully as if copied at length in this chapter. but with the changes set forth in this chapter and Chapter 18.02, the Building and Administrative Code of the City of El Paso.

18.28.030 Reserved

18.28.040 Reserved

18.28.050 Reserved

18.28.060 Reserved

18.28.070 Reserved

18.28.080 Reserved

18.28.090 Reserved

18.28.100 Reserved

18.28.110 Reserved

18.28.120 Reserved

18.28.130 Section 1012 Energy, added.

International Existing Building Code, 2021 Edition, Section 1012 Energy, is hereby amended to add an exception to read as follows:

1012 Energy. Buildings forty years or older undergoing a change in occupancy that would result in an increase in demand for either fossil fuel or electrical energy do not need to comply with the International Energy Conservation Code.

18.28.140 Section 612 Compliance with the Vacant Premises/Building Code, added.

International Existing Building Code, 2021 Edition, Section 902.3 612 Compliance with the Vacant Premises/Building Code, is hereby added to read as follows:

902.3.612 Compliance with the Vacant Premises/Building Code. Where the character or use of an existing building or part of an existing building is identified as a vacant building/area in accordance with 18.40 of the El Paso City Code, commonly referred to as the Vacant Premises/Building Code, the building shall then comply with all of the applicable requirements of the Vacant Building Code.

18.28.150 Section 701.1 Scope, amended.

International Existing Building Code, 2021 Edition, Section 701 Scope, is hereby amended to add the following:

701.1 Scope. Level 1 alterations as described in Section 602, shall comply and include, the removal and replacement or the covering of existing materials, elements, equipment, or fixtures using new materials, elements, equipment, or fixtures that serve the same purpose, as well as alterations described in Level 2 where change of use does not affect occupant load. Level I alterations shall comply with the requirements of Chapter 7. Level 1 alterations to historic buildings shall comply with this chapter, except as modified in Chapter 12.

18.28.160 Reserved

18.28.170 Section 803.4.3 Fire sprinkler system supplemental installation requirements, added.

International Existing Building Code, 2021 Edition, Section 803.4.3 Fire sprinkler system supplemental installation requirements, is hereby added to read as follows:

803.4.3 Fire sprinkler system supplemental installation requirements. Where the work area in a building is required to be provided with automatic sprinkler protection in

accordance with the International Building Code, an approved water supply riser pipe and stub out shall be installed as a component of the automatic sprinkler system to allow for future distribution and interconnection of an automatic sprinkler system to other work areas above and below the present work area.

Exception: If the Fire Code official determines that it is technically infeasible to design and install an automatic sprinkler system, work areas shall be protected throughout all occupiable spaces by an automatic fire detection system that activates the occupant notification system in accordance with the International Building Code.

18.28.180 Section 804.2.6 Fire wall alternative, added.

International Existing Building Code, 2021 Edition, Section 804.2.6 Fire wall alternative, is hereby added to read as follows:

804.2.6 Fire wall alternative. In other than Groups H, F-1 and S-1, fire barriers and horizontal assemblies constructed in accordance with the International Building Code shall be permitted to be used in lieu of fire walls to subdivide the building into separate buildings for the purpose of complying with the area limitations required for the new occupancy where all of the following conditions are met:

1. The buildings are protected throughout with an automatic sprinkler system in accordance with the International Fire Code.
2. The maximum allowable area between fire barriers, horizontal assemblies, or any combination thereof shall not exceed the maximum allowable area determined in accordance with Chapter 5 of the International Building Code without an increase allowed for an automatic sprinkler system in accordance with Section 506 of the International Building Code.
3. The fire-resistance rating of the fire barriers and horizontal assemblies shall not be less than that specified for fire walls in Table 706.4 of the International Building Code.

Exception: Where horizontal assemblies are used to limit the maximum allowable area, the required fire resistance rating of the horizontal assemblies shall be permitted to be reduced by 1 hour provided the height and number of stories increases allowed for an automatic sprinkler system by Section 504.2 of the International Building Code are not used for the buildings.

18.28.190 Section 806.4.2 Kitchens, amended.

International Existing Building Code, 2021 Edition, Section 806.4.2 Kitchens, is hereby amended to read as follows:

806.4.2 Kitchens. Kitchens shall have a minimum of three separate and remote duplex receptacle outlets.

18.28.200 Section Reserved.

18.28.220 Appendix A, Guidelines for the Seismic Retrofit of Existing Buildings, adopted.

International Existing Building Code, 2021 Edition, Appendix A, Guidelines for the Seismic Retrofit of Existing Buildings, is hereby adopted in its entirety.

18.28.230 Appendix B Supplementary Accessibility Requirements for Existing Buildings and Facilities, adopted.

International Existing Building Code, 2021 Edition, Appendix B Supplementary Accessibility Requirements for Existing Buildings and Facilities, is hereby adopted in its entirety.

18.28.240 Appendix C Guidelines for the Wind Retrofit of Existing Buildings is hereby adopted.

International Existing Building Code, 2021 Edition, Appendix C Guidelines for the Wind Retrofit of Existing Buildings is hereby adopted in its entirety.

18.28.250 Conflicting ordinances.

All ordinances and parts of ordinances in conflict with the provisions of this chapter are hereby repealed.

Chapter 18.30 – POOL AND SPA CODE

18.30.010 Short title.

This chapter may be cited as the "Pool and Spa Code."

18.30.020 Adoption.

The book entitled "International Swimming Pool and Spa Code, 2021 Edition, a copy of which authenticated by the City Clerk is on file in the City Clerk's Office, is adopted as the Pool & Spa Code of the City.

18.30.030 Chapter 1, Scope and Administration.

18.30.040 Chapter 2, Definitions.

18.30.050 Chapter 3, General Compliance.

International Swimming Pool and Spa Code, 2021 Edition, Section 306.10 Deck width, is hereby added to read as follows:

310.6 Deck width. Residential pools and spas shall be provided with a three-foot-wide, slip resistant, perimeter deck surrounding at least sixty-five percent of the swimming pool or spa

18.30.060 Chapter 4, Public Swimming Pools.

18.30.070 Chapter 5, Public Spas and Public Exercise Spas.

18.30.080 Chapter 6, Aquatic Recreation Facilities.

18.30.090 Chapter 7, On-ground Storable Residential Swimming Pools.

18.30.100 Chapter 8, Permanent In-Ground Residential Pools.

18.30.110 Chapter 9, Permanent Residential Spas and Permanent Residential Exercise Spas.

18.30.120 Chapter 10, Portable Residential Spas and Portable Residential Exercise Spas.

18.30.130 Chapter 11, Referenced Standards.

18.30.140 Conflicting Ordinances.

All ordinances and parts of ordinances in conflict with the provision of this chapter are hereby repealed.

SECTION 2. That except as hereby amended, Title 18 (Building and Construction), Chapter 18.30 (Pool and Spa Code) of the El Paso City Code shall remain in full force and effect.

Chapter 18.10 – PROPERTY MAINTENANCE CODE

18.50.010 Short title.

This chapter may be cited as the "Property Maintenance Code."

18.50.020 Adoption.

The book entitled "International Property Maintenance Code," 2021 Edition, a copy of which authenticated by the city clerk is on file in the city clerk's office, is adopted as the Property Maintenance Code of the city, as fully as if copied at length in this chapter, but with the amendments set forth in this chapter and Chapter 18.02, the Building and Administrative Code of the City of El Paso.

18.50.025 Section 102.7 Applicability.

102.7 Historic Buildings. Replaced:

The provisions of this code shall be mandatory for existing buildings or premises designated or determined to be of historic value by the Historic Preservation Office.

18.50.026 – Section 103 – Code Compliance Agency, amended

Section 103 – Code Compliance Agency, Replaced: Section 103 – Division of Property Maintenance & Zoning with Planning & Inspections Department.

18.50.027-Section 111.2-Closing of vacant structures.

If the structure is vacant and unfit for human habitation and occupancy, and is not in danger of structural collapse, the code official is authorized to post a placard of condemnation on the premises and order the structure closed up within reasonable time specified so as not to be an attractive nuisance. Upon failure of the owner or owner's authorized agent to close up the premises within the time specified in the order, the code official shall cause the premises to be closed and secured through any available public agency or by contract or arrangement by private persons and the cost thereof shall be charged against the real estate upon which the structure is located and shall be a lien upon such real estate and shall be collected by any other legal resource.

18.50.028 – Section 111.2.1 – Authority to disconnect service utilities, amended.

International Property Maintenance Code, 2021 Edition, Section 111.2.1 Authority to disconnect service utilities, is hereby amended to read as follows:

111.2.1 Authority to disconnect service utilities. Authority to disconnect service utilities shall be identified in accordance with the requirements of Chapter 18.02.111.10 of the City Code.

18.50.030 Section 202 General Definitions, amended.

International Property Maintenance Code, 2021 Edition, Section 202 General Definitions is hereby amended to add the following definitions to read as follows:

BOARD. The Building and Standards Commission for the City of El Paso.

HISTORIC BUILDING.

Item 4. A building, object, site or structure that is forty-five years or older and is determined by the Historic Landmark Commission to be of historical, cultural, architectural or archaeological importance, and where demolition or destruction would constitute a loss to the quality and character of El Paso.

OFFICIAL. The building official or any duly authorized representative or designee of the city manager.

OVERLAY ZONING DISTRICT. A district established by ordinance to prescribe special regulations to be applied to a site in combination with the underlying or base district.

REASONABLE TIME. The term "reasonable time" shall have a meaning of 14 calendar days

STREET FRONTAGE. The length of the elevation or façade of a structure facing a public street or parking area, including main and any secondary public access to the structure. Structures on corner lots will be considered to have two street frontages.

URBAN NUISANCE. A premises or structure that is dilapidated, substandard, or unfit for human habitation and a hazard to the public health, safety and welfare.

STREET FACADE. The elevation of the structure facing or abutting a public street including the main public access or entry to the structure.

VACANT. The term "vacant" shall have the meaning as defined in Chapter 18.40 of this title.

VACANT PREMISES. A structure having vacant or unoccupied floors, suites, and/or tenant spaces

18.50.040 Section 301.1 Scope, amended.

International Property Maintenance Code, 2021 Edition, Section 301.1 Scope is hereby amended to read as follows:

301.1 Scope. The provisions of this chapter shall govern the minimum conditions and the responsibilities of persons for maintenance of structures, equipment and exterior property and shall apply to both vacant and occupied structures and premises.

18.50.050 Section 302.2 Grading and drainage, amended.

International Property Maintenance Code, 2021 Edition, Section 302.2 Grading and Drainage, is hereby amended to read as follows:

302.2 Grading and drainage. All premises shall be graded and/or maintained to prevent the erosion of soil and to prevent the accumulation of stagnant water thereon, or within any structure located thereon.

Exception: Approved retention areas and reservoirs.

18.50.055 – Section 302.3 – Sidewalks and Driveways, amended.

International Property Maintenance Code, 2021 Edition, Section 302.3 Sidewalks and Driveways, is hereby amended to read as follows:

302.3 Sidewalks and Driveways shall be in accordance with the requirements of Chapter 13.04.050 & 13.12.220 of the City Code for maintenance of sidewalks and driveways

18.50.060 Section 302.4 Weeds, amended.

International Property Maintenance Code, 2021 Edition, Section 302.4 Weeds, is hereby amended to read as follows:

302.4 Weeds, Trash, Rubbish and other Matter. All premises and exterior property shall be maintained free from weeds or plant growth in accordance with Chapter 9.04 of the City Code.

18.50.065 - Section 302.8 Motor vehicles, amended.

International Property Maintenance Code, 2021 Edition, Section 302.8 Motor vehicles, is hereby amended to read as follows:

302.8 Motor Vehicles shall be in accordance with the requirements of Chapter 9.08 of the City Code.

18.50.070 Section 304.3 Premises identification, amended.

International Property Maintenance Code, 2021 Edition, Section 304.3 Premises Identification, is hereby amended to read as follows:

304.3 Premises Identified. Premises shall be identified in accordance with the requirements of Chapter 18.08 or 18.10 of the City Code.

18.50.080 Section 304.14 Insect screens, amended.

International Property Maintenance Code, 2021 Edition, Section 304.14 Insect screens, is hereby amended to read as follows:

304.14 Insect Screens. Every door, window and other outside opening required for ventilation of habitable rooms, food preparation areas, food service areas or any areas where products to be included or utilized in food for human consumption are processed, manufactured, packaged or stored, shall be supplied with approved tightly fitting screens of not less than 16 mesh per inch (16 mesh per 25 mm) and every swinging door shall have a self-closing device in good working condition.

Exception: Screens shall not be required where other approved means, such as air curtains or insect repellent fans, are employed.

18.50.081 - Section 308.1 Accumulation of rubbish or garbage, amended.

International Property Maintenance Code, 2021 Edition, Section 308.1 Accumulation of rubbish or garbage, is hereby amended to read as follows:

308.1 Accumulation of rubbish or garbage shall be in accordance with the requirements of Chapter 9.04 of the City Code.

18.50.082 - Section 308.2 Disposal of rubbish, amended.

International Property Maintenance Code, 2021 Edition, Section 308.2 Disposal of rubbish, is hereby amended to read as follows:

308.2 Disposal of rubbish shall be in accordance with the requirements of Chapter 9.04 of the City Code

18.50.083 - Section 308.2.1 Rubbish storage facilities, amended.

International Property Maintenance Code, 2021 Edition, Section 308.2.1 Rubbish storage facilities, is hereby amended to read as follows:

308.2.1 Rubbish storage facilities shall be in accordance with the requirements of Chapter 9.04 of the City Code.

18.50.084 - Section 308.2.2 Refrigerators, amended.

International Property Maintenance Code, 2021 Edition, Section 308.2.2 Refrigerators, is hereby amended to read as follows:

308.2.2 Refrigerators shall be in accordance with the requirements of Chapter 10.24.030 of the City Code.

18.50.085 - Section 308.3 Disposal of garbage, amended.

International Property Maintenance Code, 2021 Edition, Section 308.3 Disposal of garbage, is hereby amended to read as follows:

308.3 Disposal of garbage shall be in accordance with the requirements of Chapter 9.04 of the City Code.

18.50.086 - Section 308.3.1 Garbage facilities, amended.

International Property Maintenance Code, 2021 Edition, Section 308.3.1 Garbage facilities, is hereby amended to read as follows:

308.3.1 Garbage facilities shall be in accordance with the requirements of Chapter 9.04 of the City Code

18.50.087 - Section 308.3.2 Containers, amended.

International Property Maintenance Code, 2021 Edition, Section 308.3.2 Containers, is hereby amended to read as follows:

308.3.2 Containers shall be in accordance with the requirements of Chapter 9.04 of the City Code.

18.50.090 Section 310 Additional requirements for vacant structures/premises, added.

International Property Maintenance Code, 2021 Edition, Section 310 Additional requirements for vacant structures/premises, is hereby added to read as follows:

Section 310 Additional requirements for vacant structures/premises.

310.1 Street façade/frontage windows and doors. On the street façade/frontage, the exterior surface of any window shall not be covered by any substance or adhesive material sprayed, painted or otherwise applied to the windows. All street façade/frontage windows and doors having cracked, broken or missing glass or glazing material shall be repaired and replaced with glass and glazing material in a manner compatible with the original design of the structure.

Exceptions: The required glazing of street frontage windows and doors may be substituted with artistic panels under the following conditions.

1. The artistic panels and their installation are limited to the first floor, or must present an aesthetically unified façade/frontage design and must comply with the boarding standards represented in the International Property Maintenance Code Appendix A.
2. Artistic panels proposed as an alternate to the glazing requirements on a structure within an overlay district shall be subject to approval by the overlay district administrator.
3. Building owners desiring to install artistic panels on a structure in a historic district must first apply for and receive a certificate of appropriateness prior to installation.
4. Windows on all occupied floors shall be kept in sound condition, good repair and weather tight. All glazing materials shall be maintained free from cracks and holes. Artistic panels shall not be applied to windows or doors on occupied floors. All windows and doors shall be maintained and secured to prevent unauthorized entry.

310.3 Historic Buildings. Any restoration, rehabilitation, maintenance or demolition of a historic building and any building with a historic zoning overlay is subject to the requirements of this chapter and chapter 20.20 of this Code, and whichever being the more restrictive shall govern.

18.50.100 Section 501.1 Scope, amended.

International Property Maintenance Code, 2021 Edition, Section 501.1 Scope, is hereby amended to read as follows:

501.1 Scope. The provisions of this chapter shall govern the minimum plumbing systems, facilities and plumbing fixtures to be provided for both vacant and occupied structures and premises.

18.50.120 Section 601.1 Scope, amended.

International Property Maintenance Code, 2021 Edition, Section 601.1 Scope, is hereby amended to read as follows:

601.1 Scope. The provisions of this chapter shall govern the minimum mechanical and electrical facilities and equipment to be provided for both vacant and occupied structures and premises.

18.50.121 - Section 602.2 Residential occupancies, amended.

International Property Maintenance Code, 2021 Edition, Section 602.2 Residential occupancies, is hereby amended to read as follows:

602.2 Residential occupancies shall be identified in accordance with the requirements of Chapter 18.10.060-Section R303.9 Required heating of the City Code.

18.50.122 - Section 602.3 Heat Supply, amended.

International Property Maintenance Code, 2021 Edition, Section 602.3 Heat Supply, is hereby amended to read as follows:

602.3 Heat Supply shall be in accordance with the requirements of Chapter 18.10.060 and 18.08.170 of the City Code.

18.50.123 - Section 602.4 Occupiable work spaces, amended.

International Property Maintenance Code, 2021 Edition, Section 602.4 Occupiable work spaces, is hereby amended to read as follows:

602.4 Occupiable work spaces shall be in accordance with the requirements of Chapter 18.08.170 of the City Code.

18.50.124 - Section 602.5 Room temperature measurement, amended.

International Property Maintenance Code, 2021 Edition, Section 602.5 Room temperature measurement, is hereby amended to read as follows:

602.5 Room temperature measurement shall be identified in accordance with the requirements of Chapter 18.10.060 and 18.08.170 of the City Code

18.50.130 Section 605.2 Receptacles, added.

International Property Maintenance Code, 2021 Edition, Section 605.2 Receptacles, is hereby amended to read as follows:

605.2 Receptacles. Added.

Every new countertop outlet within five feet of the flood rim of the kitchen sink shall be a ground fault circuit interrupter receptacle.

18.50.140 Section 605.3 Luminaires, amended.

International Property Maintenance Code, 2021 Edition, Section 605.3 Luminaires, is hereby amended to read as follows:

605.3 Lighting Fixtures. Every public hall, interior stairway, toilet room, kitchen, bathroom, laundry room, boiler room, furnace room, attached garage, and detached garage with electric power shall be provided with at least one wall switch controlled ceiling or wall type light fixture. Pool and spa luminaires over 15 volt shall have ground fault circuit interrupter protection.

18.50.150 Section 701.1 Scope, amended.

International Property Maintenance Code, 2021 Edition, Section 701.1 Scope, is hereby amended to read as follows:

701.1 Scope. The provisions of this chapter shall govern the minimum conditions and standards for fire safety relating to structures and exterior premises, including fire safety facilities and equipment to be provided, for both vacant and occupied structures and premises.

18.50.160 Appendix A, Boarding Standard, adopted.

International Property Maintenance Code, 2021 Edition, Appendix A, Boarding Standard, is hereby adopted in its entirety.

18.50.170 Appendix A, Boarding Standard, Section A101.1 General, amended.

International Property Maintenance Code, 2021 Edition, Appendix A, Boarding Standard, Section A101.1 General, is hereby amended to read as follows:

A101.1 General. Except as otherwise required by this chapter, all windows and doors shall be boarded in an approved manner to prevent entry by unauthorized persons and shall be painted to correspond to the color of the existing structure.

18.50.180 Conflicting ordinances.

All ordinances and parts of ordinances in conflict with the provisions of this chapter are hereby repealed.

SECTION 2. That except as herein amended Title 18 (Building and Construction), Chapter 18.50 (Property Maintenance Code) of the El Paso City Code shall remain in full force and effect.

Chapter 18.60 – FLOOD DAMAGE PREVENTION CODE

Chapter 18.60 FLOOD DAMAGE PREVENTION*

Article I. Statutory Authorization—Findings of Fact—Purpose—Methods

18.60.010 Statutory authorization.

The Legislature of the State of Texas has, in the Flood Control and Insurance Act (Article 16.311, V.T.C.A., Water Code), delegated the responsibility to local governmental units to adopt regulations designed to minimize flood losses. Therefore, the city council of the city does adopt this chapter.

18.60.020 Findings of fact.

- A. The flood hazard areas of El Paso are subject to periodic inundation which results in loss of life and property, health and safety hazards, disruption of commerce and governmental services, and extraordinary public expenditures for flood protection and relief, all of which adversely affect the public health, safety and general welfare.
- B. These flood losses are created by the cumulative effect of obstructions in floodplains which cause an increase in flood heights and velocities, and by the occupancy of flood hazard areas by uses vulnerable to floods and hazardous to other lands because they are inadequately elevated, floodproofed or otherwise protected from flood damage.

18.60.030 Statement of purpose.

It is the purpose of this chapter to promote the public health, safety and general welfare and to minimize public and private losses due to flood conditions in specific areas by provisions designed to:

- A. Protect human life and health;
- B. Minimize expenditure of public money for costly flood control projects;
- C. Minimize the need for rescue and relief efforts associated with flooding and generally undertaken at the expense of the general public;

- D. Minimize damage to public facilities and utilities such as water and gas mains, electric, telephone and sewer lines, streets and bridges located in floodplains;
- E. Help provide information regarding flood-prone areas to the public.

18.60.040 Methods of reducing flood losses.

In order to accomplish its purposes, this chapter uses the following methods:

- A. Restrict or prohibit uses that are dangerous to health, safety or property in times of flood, or cause excessive increases in flood heights or velocities;
- B. Require that uses vulnerable to floods, including facilities which serve such uses, be protected against flood damage at the time of initial construction;
- C. Control the alteration of natural floodplains, stream channels, and natural protective barriers which are involved in the accommodation of floodwaters;
- D. Control filling, grading, dredging and other development which may increase flood damage;
- E. Prevent or regulate the construction of flood barriers which will unnaturally divert floodwaters or which may increase flood hazards to other lands.

Article II. Definitions

18.60.050 Generally.

Unless specifically defined below, words or phrases used in this chapter shall be interpreted to give them the meaning they have in common usage and to give this chapter its most reasonable application.

18.60.060 Flood control definitions.

As used in this chapter:

"Alluvial fan flooding" means flooding occurring on the surface of an alluvial fan or similar landform which originates at the apex and is characterized by high-velocity flows; active processes of erosion, sediment transport, and deposition and unpredictable flow paths.

"Apex" means a point on an alluvial fan or similar landform below which the flow path of the major stream that formed the fan becomes unpredictable and alluvial fan flooding can occur.

"Appeal" means a request for a review of the floodplain administrator's interpretation of any provisions of this chapter or a request for a variance in improved and unimproved real estate, including but not limited to buildings or other structures, mining, dredging, filling, grading, paving, excavation or drilling operations.

"Appurtenant structure" means a structure which is on the same parcel of property as the principal structure to be insured and the use of which is incidental to the use of the principal structure.

"Area of future conditions flood hazard" means the land area that would be inundated by the one-percent-annual chance (100 year) flood based on future conditions hydrology.

"Area of shallow flooding" means a designated AO, AH, AR/AO, AR/AH, or VO zone on a community's Flood Insurance Rate Map (FIRM) with a one percent or greater annual chance of flooding to an average depth of one to three feet where a clearly defined channel does not exist, where the path of flooding is unpredictable and where velocity flow may be evident. Such flooding is characterized by ponding or sheet flow.

"Area of special flood hazard" means the land in the floodplain within a community subject to a one percent or greater chance of flooding in any given year. The area may be designated as Zone A on the Flood Hazard Boundary Map (FHBM). After detailed rate making has been completed in preparation for publication of the FIRM, Zone A usually is refined into Zones A, AO, AH, A1-30, AE, A99, AR, AR/A1-30, AR/AE, AR/AO, AR/AH, AR/A, VO, V1-30, VE or V.

"Base flood" means the flood having a one-percent chance of being equaled or exceeded in any given year.

"Base flood elevation (BFE)" means the computed elevation to which floodwater is anticipated to rise during the base flood. Base flood elevations (BFEs) are shown on flood insurance rate maps (FIRMs) and on flood profile.

"Basement" means any area of the building having its floor subgrade (below ground level) on all sides.

"Breakaway wall" means a wall that is not part of the structural support of the building and is intended through its design and construction to collapse under specific lateral loading forces, without causing damage to the elevated portion of the building or supporting foundation system.

"Critical feature" means an integral and readily identifiable part of a flood protection system, without which the flood protection provided by the entire system would be compromised.

"Development" means any manmade change to improved or unimproved real estate, including but not limited to buildings or other structures, mining, dredging, filling, grading, paving, excavation or drilling operations or storage of equipment or materials.

"Elevated building" means, for insurance purposes, a non-basement building, which has its lowest elevated floor, raised aboveground level by foundation walls, shear walls, posts, piers, pilings or columns.

"Existing construction" means for the purposes of determining rates, structures for which the "start of construction" commenced before the effective date of the FIRM or before January 1, 1975, for FIRMs effective before that date. "Existing construction" may also be referred to as "existing structures."

"Existing manufacture home park or subdivision" means a manufactured home park or subdivision for which the construction of facilities for servicing the lots on which the manufactured homes are to be affixed (including, at a minimum, the installation of utilities, the construction of streets, and either final site grading or the pouring of concrete pads) is completed before the effective date of the floodplain management regulations adopted by a community.

"Expansion to an existing manufactured home park or subdivision" means the preparation of additional sites by the construction of facilities for servicing the lots on which the

manufactured homes are to be affixed (including the installation of utilities, the construction of streets, and either final site grading or the pouring of concrete pads).

"Flood" or "flooding" means a general and temporary condition of partial or complete inundation of normally dry land areas from:

1. The overflow of inland or tidal waters;
2. The unusual and rapid accumulation or runoff of surface waters from any source.

"Flood elevation study" means an examination, evaluation and determination of flood hazards and, if appropriate, corresponding water surface elevations, or an examination, evaluation and determination of mudslide (i.e., mudflow) and/or flood-related erosion hazards.

"Flood Insurance Rate Map (FIRM)" means an official map of a community, on which the Federal Emergency Management Agency has delineated both the areas of special flood hazards and the risk premium zones applicable to the community.

"Flood Insurance Study (FIS)" see "Flood elevation study" as the definition.

"Floodplain" or "flood-prone area" means any land area susceptible to being inundated by water from any source (see definition of flooding).

"Floodplain management" means the operation of an overall program of corrective and preventive measures for reducing flood damage, including but not limited to emergency preparedness plans, flood control works and floodplain management regulations.

"Floodplain management regulations" means zoning ordinances, subdivision regulations, building codes, health regulations, special purpose ordinances (such as a floodplain ordinance, grading ordinance and erosion control ordinance) and other applications of police power. The term describes such state or local regulations, in any combination thereof, which provide standards for the purpose of flood damage prevention and reduction.

"Floodproofing" means any combination of structural and nonstructural additions, changes, or adjustments to structures which reduce or eliminate flood damage to real estate or improved real property, water and sanitary facilities, structures and their contents.

"Flood protection system" means those physical structural works for which funds have been authorized, appropriated, and expended and for which improvements have been constructed specifically to modify flooding in order to reduce the extent of the areas within a community subject to a "special flood hazard" and the extent of the depths of associated flooding. Such a system typically includes hurricane tidal barriers, dams, reservoirs, levees or dikes. These specialized flood modifying works are those constructed in conformance with sound engineering standards.

"Floodway (regulatory floodway)" means the channel of a river or other watercourse and the adjacent land areas that must be reserved in order to discharge the base flood without cumulatively increasing the water surface elevation more than a designated height.

"Floodway" see "Regulatory floodway."

"Functionally dependent use" means a use which cannot perform its intended purpose unless it is located or carried out in close proximity to water. The term includes only docking facilities, port facilities that are necessary for the loading and unloading of cargo or passengers,

and ship building and ship repair facilities, but does not include long-term storage or related manufacturing facilities.

"Habitable floor" means any floor usable for the following purposes which include working, sleeping, eating, cooking or recreation, or a combination thereof. A floor used for storage purposes only is not a "habitable floor."

"Highest adjacent grade" means the highest, natural elevation of the ground surface prior to construction next to the proposed walls of a structure.

"Historic structure" means any structure that is:

1. Listed individually in the national register of historic places (a listing maintained by the Department of Interior) or preliminarily determined by the Secretary of the Interior as meeting the requirements for individual listing on the national register;
2. Certified or preliminarily determined by the Secretary of the Interior as contributing to the historical significance of a registered historic district or a district preliminarily determined by the secretary to qualify as a registered historic district;
3. Individually listed on a state inventory of historic places in states with historic preservation programs which have been approved by the Secretary of the Interior; or
4. Individually listed on a local inventory of historic places in communities with historic preservation programs that have been certified either:
 - a. By an approved state program as determined by the Secretary of the Interior, or
 - b. Directly by the Secretary of the Interior in states without approved programs.

"Levee" means a manmade structure, usually an earthen embankment, designed and constructed in accordance with sound engineering practices to contain, control or divert the flow of water so as to provide protection from temporary flooding.

"Levee system" means a flood protection system which consists of a levee, or levees, and associated structures, such as closure and drainage devices, which are constructed and operated in accordance with sound engineering practices.

"Lowest floor" means the lowest floor of the lowest enclosed area (including basement). An unfinished or flood-resistant enclosure, usable solely for parking of vehicles, building access or storage in an area other than a basement area is not considered a building's lowest floor; provided that such enclosure is not built so as to render the structure in violation of the applicable non-elevation design requirement of Section 60.3 of the National Flood Insurance Program regulations.

"Manufactured home" means a structure transportable in one or more sections, which is built on a permanent chassis and is designed for use with or without a permanent foundation when connected to the required utilities. For floodplain management purposes the term "manufactured home" also includes park trailers, travel trailers, and other similar vehicles placed on a site for greater than one hundred eighty consecutive days. For insurance purposes the term "manufactured home" does not include park trailers, travel trailers and other similar vehicles.

"Manufactured home park or subdivision" means a parcel (or contiguous parcels) of land divided into two or more manufactured home lots for rent or sale.

"Mean sea level" means for purposes of the National Flood Insurance Program, the National Geodetic Vertical Datum (NGVD) of 1929 or other datum, to which base flood elevations shown on a community's Flood Insurance Rate Map are referenced.

"New construction" means, for the purposes of determining insurance rates, structures for which the "start of construction" commenced on or after the effective date of an initial FIRM or after December 31, 1974, whichever is later, and includes any subsequent improvements to such structures. For floodplain management purposes, new construction means structures for which the start of construction commenced on or after the effective date of floodplain management regulation adopted by community and includes any subsequent improvements to such structures.

"New manufactured home park or subdivision" means a manufactured home park or subdivision or which the construction of facilities for servicing the lots on which the manufactured homes are to be affixed (including at a minimum, the installation of utilities, the construction of streets, and either final site grading or the pouring of concrete pads) is completed on or after the effective date of floodplain management regulations adopted by a community.

"Recreational vehicle" means a vehicle which is (i) built on a single chassis; (ii) four hundred square feet or less when measured at the largest horizontal projections; (iii) designed to be self-propelled or permanently towable by a light duty truck; and (iv) designed primarily not for use as a permanent dwelling but as temporary living quarters for recreational, camping, travel, or seasonal use.

"Regulatory floodway" means the channel of a river or other watercourse and the adjacent land areas that must be reserved in order to discharge the base flood without cumulatively increasing the water surface elevation more than a designated height.

"Riverine" means relating to, formed by, or resembling a river (including tributaries), stream, brook, etc.

"Special flood hazard area" see "Area of special flood hazard."

"Start of construction," (for other than new construction or substantial improvements under the Coastal Barrier Resources Act [Pub. L. 97-348]), includes substantial improvement and means the date the building permit was issued, provided the actual start of construction, repair, reconstruction, rehabilitation, additional placement, or other improvement was within one hundred eighty days of the permit date. The actual start means either the first placement of permanent construction of a structure on a site, such as the pouring of slab or footings, the installation of piles, the construction of columns, or any work beyond the stage of excavation; or the placement of a manufactured home on a foundation. Permanent construction does not include land preparation, such as clearing, grading and filling; nor does it include the installation of streets and/or walkways; nor does it include excavation for basement, footings, piers or foundations or the erection of temporary forms; nor does it include the installation on the property of accessory buildings, such as garages or sheds not occupied as dwelling units or not part of the main structure. For a substantial improvement, the actual start of construction means the first alteration of any wall, ceiling, floor, or other structural part of a building, whether or not that alteration affects the external dimensions of building.

"Structure" means, for floodplain management purposes, a walled and roofed building including a gas or liquid storage tank, that is principally above ground, as well as a manufactured home.

"Substantial damage" means damage of any origin sustained by a structure whereby the cost of restoring the structure to its before damaged condition would equal or exceed fifty percent of the market value of the structure before the damage occurred.

"Substantial improvement" means any reconstruction, rehabilitation, addition, or other improvement of a structure, the cost of which equals or exceeds fifty percent of the market value of the structure before "start of construction" of the improvement. This term includes structures, which have incurred "substantial damage," regardless of the actual repair work performed. The term does not, however, include either: (1) any project for improvement of a structure to correct existing violations of state or local health, sanitary, or safety code specifications which have been identified by the local code enforcement official and which are the minimum necessary to assure safe living conditions; or (2) any alteration of a "historic structure," provided that the alteration will not preclude the structure's continued designation as a "historic structure."

"Variance" means a grant of relief by a community from the terms of a floodplain management regulation. (For full requirements see Section 60.6 of the National Flood Insurance Program regulations.)

"Violation" means the failure of a structure or other development to be fully compliant with the community's floodplain management regulations. A structure or other development without the elevation certificate, other certifications, or other evidence of compliance required in Section 60.3(b)(5), (c)(4), (c)(10), (d)(3), (e)(2), (e)(4), or (e)(5) of the National Flood Insurance Program regulations is presumed to be in violation until such time as that documentation is provided.

"Water surface elevation" means the height, in relation to the National Geodetic Vertical Datum (NGVD) of 1929 (or other datum, where specified), of floods of various magnitudes and frequencies in the floodplains of coastal or riverine areas.

Article III. General Provisions

18.60.070 Lands to which this chapter applies.

This chapter shall apply to all areas of special flood hazard within the jurisdiction of the city.

18.60.080 Basis for establishing the areas of special flood hazard.

The areas of special flood hazard identified by the Federal Emergency Management Agency (FEMA) in a scientific and engineering report, entitled "The Flood Insurance Study for the City of El Paso," (FIS), with accompanying Flood Insurance Rate Maps and Flood Boundary-Floodway Maps (FIRM and FBFM) utilizing the most current effective documents and any revisions thereto, are adopted by reference and declared to be a part of this chapter.

18.60.090 Establishment of development permit.

Development permits shall be used to ensure conformance with the provisions of this chapter.

18.60.100 Compliance.

No structure or land shall hereafter be located, altered, or have its use changed without full compliance with the terms of this chapter and other applicable regulations.

18.60.110 Abrogation and greater restrictions.

This chapter is not intended to repeal, abrogate or impair any existing easements, covenants or deed restrictions. However, where this chapter and another conflict or overlap, whichever imposes the more stringent restrictions shall prevail.

18.60.120 Interpretation.

In the interpretation and application of this chapter, all provisions shall be (1) considered as minimum requirements; (2) liberally construed in favor of the governing body; and (3) deemed neither to limit nor repeal any other powers granted under state statutes.

18.60.130 Warning and disclaimer of liability.

The degree of flood protection required by this chapter is considered reasonable for regulatory purposes and is based on scientific and engineering considerations. On rare occasions, greater floods can and will occur and flood heights may be increased by manmade or natural causes. This chapter does not imply that land outside the areas of special flood hazard or uses permitted within such areas will be free from flooding or flood damages. This chapter shall not create liability on the part of the community or any official or employee thereof for any flood damages that result from reliance on this chapter or any administrative decision lawfully made thereunder.

Article IV. Administration**18.60.140 Designation of the floodplain administrator.**

The city manager shall designate a Texas licensed professional engineer as the floodplain administrator to administer and implement the provisions of this chapter and other appropriate sections of 44 CFR (National Flood Insurance Program regulations) pertaining to floodplain management.

18.60.150 Duties and responsibilities of the floodplain administrator.

Duties and responsibilities of the floodplain administrator shall include, but not be limited to, the following:

- A. Maintain and hold open for public inspection all records pertaining to the provisions of this chapter;
- B. Review permit applications to determine whether proposed building sites will be reasonably safe from flooding;
- C. Review, approve or deny all applications for development permits required by adoption of this chapter;

- D. Review permits for proposed development to assure that all necessary permits have been obtained from those federal, state or local governmental agencies (including Section 404 of the Federal Water Pollution Control Act Amendments of 1972, 33 USC 1334) from which prior approval is required;
- E. Where interpretation is needed as to the exact location of the boundaries of the areas of special flood hazards (for example, where there appears to be a conflict between a mapped boundary and actual field conditions), the floodplain administrator shall make the necessary interpretation;
- F. Notify, in riverine situations, adjacent communities and the state coordinating agency, which is the Texas Department of Water Resources, prior to any alteration or relocation of a watercourse, and submit evidence of such notification to the Federal Emergency Management Agency;
- G. Assure that the flood-carrying capacity within the altered or relocated portion of any watercourse is maintained;
- H. When base flood elevation data has not been provided in accordance with Section 18.60.080, the floodplain administrator shall obtain, review and reasonably utilize any base flood elevation data and floodway data available from a federal, state or other source, in order to administer the provisions of this chapter;
- I. When a regulatory floodway has not been designated, the floodplain administrator must require that no new construction, substantial improvements or other development (including fill) shall be permitted within Zones A1-30 and AE on the community's FIRM, unless it is demonstrated that the cumulative effect of the proposed development, when combined with all other existing and anticipated development, will not increase the water surface elevation of the base flood more than one foot at any point within the community;
- J. Maintain surveillance over the operational and maintenance condition of the flood control system to ensure its safe and effective functioning; notify the street director of any required maintenance and/or repair work;
- K. Conduct an annual inspection of the flood control system and provide a written inspection report, including an assessment of the operational condition, safety, effectiveness and maintenance condition of the system, and a line item list of required special maintenance or repairs, to the city manager or his designee and the director of the department of transportation, or to such other person, agency, department or entity as may be appropriate pursuant to other ordinances adopted by the city;
- L. Review the annual schedule of maintenance for flood control facilities prepared by the street director and forward the annual schedule to the city manager or designee, or to such other person, agency, department or entity as may be appropriate pursuant to other ordinances adopted by the city, with appropriate recommendations regarding any changes to frequency or nature of maintenance work proposed and/or requirements for special maintenance or repair;
- M. Under the provisions of 44 CFR Chapter 1, Section 65.12, of the National Flood Insurance Program regulations, a community may approve certain development in Zones A1-30, AE, AH, on the community's FIRM which increases the water surface

elevation of the base flood by more than one foot, provided that the community first completes all of the provisions required by Section 65.12.

18.60.160 Duties and responsibilities of the city manager or designee.

The city manager or his designee shall, to the extent that the following duties and responsibilities have not been delegated or assumed by another person, agency, department or entity pursuant to other ordinances adopted by the city:

- A. Exercise overall management control of the construction, operation and maintenance of the flood control system;
- B. Review, revise and approve the annual schedule of maintenance of the flood control system submitted by the street director;
- C. Allocate resources as required to assure the timely execution of the annual maintenance schedule and the safe and effective operation of the flood control system.

18.60.170 Duties and responsibilities of the director of the department of transportation.

The director of the department of transportation shall, to the extent that the following duties and responsibilities have not been delegated or assumed by another person, agency, department or entity pursuant to other ordinances adopted by the city:

- A. Be the custodian of the flood control system, including all dams, detention all retention basins, outlet works, channels, pumping stations and all other public drainage conveyance structures;
- B. Maintain and repair the system to ensure its safety and operational capability;
- C. Maintain full-time surveillance of the operational readiness of the system. Immediately notify the city manager or his designee and the floodplain administrator of any system component that is in a state of reduced operational readiness;
- D. Direct the operation of the system during storms and flooding to maximize the effectiveness of the system in reducing damage to public and private property and danger to public safety;
- E. Participate in the annual inspection of the flood control system conducted by the floodplain administrator;
- F. Prepare and submit to the floodplain administrator an annual schedule of maintenance and repair to the flood control system;
- G. Carry out the annual schedule of maintenance repair as approved by the city manager or his designee.

18.60.180 Development permit procedures.

- A. Application for a floodplain development permit shall be presented to the floodplain administrator on forms furnished by him/her and may include, but not be limited to, plans in duplicate drawn to scale showing the location, dimensions, and elevation of proposed landscape alterations, existing and proposed structures, including the placement of

manufactured homes, and the location of the foregoing in relation to areas of special flood hazard. Additionally, the following information is required:

1. Elevation (in relation to mean sea level) of the lowest floor (including basement) of all new and substantially improved structures;
 2. Elevation in relation to mean sea level to which any nonresidential structure shall be flood proofed;
 3. A certificate from a Texas licensed professional engineer that the nonresidential floodproofed structure shall meet the floodproofing criteria of Section 18.60.200(B) of this chapter;
 4. Description of the extent to which any watercourse or natural drainage will be altered or relocated as a result of proposed development;
 5. Maintain a record of all such information in accordance with Section 18.60.150(A) of this chapter.
- B. Approval or denial of a building or grading permit by the floodplain administrator shall be based on all of the provisions of this chapter and the following relevant factors:
1. The danger to life and property due to flooding or erosion damage;
 2. The susceptibility of the proposed facility and its contents to flood damage and the effect of such damage on the individual owner;
 3. The danger that materials may be swept onto other lands to the injury of others;
 4. The compatibility of the proposed use with existing and anticipated development as determined by the planning official;
 5. The safety of access to all buildings in the time of flood;
 6. The expected heights, velocity, duration, rate of rise and sediment transport of the floodwaters and the effects of wave action, if applicable, expected at the site;
 7. The justification of the proximity of the facility to the abutting floodway, where applicable;
 8. The availability of alternate locations, not subject to flooding or erosion damage, for the proposed use;
 9. The relationship of the proposed use to the comprehensive plan for that area.
- C. Variance Procedures.
1. The construction board of appeals shall hear and render judgment on requests for variances from the requirements of this chapter.
 2. The construction board of appeals shall hear and render judgment on an appeal only when it is alleged there is an error in any requirement, decision, or determination made by the floodplain administrator in the enforcement or administration of this chapter.
 3. Any person or persons aggrieved by the decision of the construction board of appeals may appeal such decision in the courts of competent jurisdiction.

4. The floodplain administrator shall maintain a record of all actions involving an appeal and shall report variances to the Federal Emergency Management Agency upon request.
5. Variances may be issued for the reconstruction, rehabilitation or restoration of structures listed on the National Register of Historic Places or the State Inventory of Historic Places, without regard to the procedures set forth in the remainder of this chapter.
6. Variances may be issued for new construction and substantial improvements to be erected on a lot of one-half acre or less in size contiguous to and surrounded by lots with existing structures constructed below the base flood level, providing the relevant factors in subsection B of this section have been fully considered. As the lot size increases beyond the one-half acre, the technical justification required for issuing the variance increases.
7. Upon consideration of the factors noted above and the intent of this chapter, the construction board of appeals may attach such conditions to the granting of variances as it deems necessary to further the purpose and objectives of this chapter.
8. Variances shall not be issued within any designated floodway if any increase in flood levels during the base flood discharge would result.
9. Variances may be issued for the repair or rehabilitation of historic structures upon a determination that the proposed repair or rehabilitation will not preclude the structure's continued designation as a historic structure and the variance is the minimum necessary to preserve the historic character and design of the structure.
10. Prerequisites for granting variances:
 - a. Variances shall only be issued upon a determination that the variance is the minimum necessary, considering the flood hazard, to afford relief.
 - b. Variances shall only be issued upon: (i) showing a good and sufficient cause; (ii) a determination that failure to grant the variance would result in exceptional hardship to the applicant, and (iii) a determination that the granting of a variance will not result in increased flood heights, additional threats to public safety, extraordinary public expense, create nuisances, cause fraud on or victimization of the public, or conflict with the El Paso City Code.
 - c. Any application to which a variance is granted shall be given written notice that the structure will be permitted to be built with the lowest floor elevation below the base flood elevation, and that the cost of flood insurance will be commensurate with the increased risk resulting from the reduced lowest floor elevation.
11. Variances may be issued by a community for new construction and substantial improvements and for other development necessary for the conduct of a functionally dependent use provided that (i) the criteria outlined in subsections (C)(1) through (9) of this section are met, and (ii) the structure or other development is protected by methods that minimize flood damages during the base flood and create no additional threats to public safety.

- D. Development permit review fees for any Federal Emergency Management Agency (FEMA) applications shall be as established by city council in the annual budget resolution.

Article V. Provisions for Flood Hazard Reduction

18.60.190 General standards.

In all areas of special flood hazards, the following provisions are required for all new construction and substantial improvements:

- A. All new construction or substantial improvements shall be designed or modified and adequately anchored to prevent flotation, collapse or lateral movement of the structure resulting from hydrostatic pressure and hydrostatic loads, including the effects of buoyancy;
- B. All new construction or substantial improvements shall be constructed by methods and practices that minimize flood damage;
- C. All new construction or substantial improvements shall be constructed with materials resistant to flood damage;
- D. All new construction or substantial improvements shall be constructed with electrical, heating, ventilation, plumbing and air conditioning equipment and other service facilities that are designed and/or located so as to prevent water from entering or accumulating within the components during conditions of flooding, and be elevated a minimum of 1 foot above the BFE;
- E. All new and replacement water supply systems shall be designed to minimize or eliminate infiltration of floodwaters into the system;
- F. New and replacement sanitary, sewage systems shall be designed to minimize or eliminate infiltration of floodwaters into the system and discharge from the systems into floodwaters; and
- G. On-site waste disposal systems shall be located to avoid impairment to them or contamination from them during flooding.

18.60.200 Specific standards.

In all areas of special flood hazards where base flood elevation data has been provided as set forth in (a) Section 18.60.080, (b) Section 18.60.150(H), or (c) Section 18.60.210(B) of this chapter, the following provisions are required:

- A. Residential Construction. New construction and substantial improvement of any residential structure shall have the lowest floor (including basement) be elevated a minimum of 1 foot above the BFE. A Texas registered professional engineer, architect, or land surveyor shall submit a Federal Emergency Management Agency National Flood Insurance Program Elevation Certificate to the floodplain administrator that the standard of this subsection as proposed in Section 18.60.180(A)(1) of this chapter is satisfied.

- B. Nonresidential Construction. New construction and substantial improvements of any commercial, industrial or other nonresidential structure shall have either the lowest floor (including basement) be elevated a minimum of 1 foot above the base flood elevation or, together with appurtenant utility and sanitary facilities, be designed so that at least 1 foot above the BFE the structure is watertight with walls substantially impermeable to the passage of water and with structural components having the capability, of resisting hydrostatic and hydrodynamic loads and effects of buoyancy. A Texas registered professional engineer or architect shall develop and/or review structural design, specifications and plans for the construction, and shall certify that the design and methods of construction are in accordance with accepted standards of practice as outlined in this subsection. A record of such certification, which includes the specific elevation (in relation to mean sea level) to which such structures are floodproofed, shall be maintained by the floodplain administrator.
- C. Enclosures. New construction and substantial improvements, with fully enclosed areas below the lowest floor that are usable solely for parking of vehicles, building access or storage in an area other than a basement and which are subject to flooding shall be designed to automatically equalize hydrostatic flood forces on exterior walls by allowing for the entry and exit of floodwaters. Designs for meeting this requirement must either be certified by a Texas registered professional engineer or architect or meet or exceed the following minimum criteria:
1. A minimum of two openings having a total net area of not less than one square inch for every square foot of enclosed area subject to flooding shall be provided.
 2. The bottom of all openings shall be no higher than one foot above grade.
 3. Openings may be equipped with screens, louvers, valves or other coverings or devices provided that they permit the automatic entry and exit of floodwaters.
- D. Manufactured Homes.
1. Require that all manufactured homes to be placed within Zone A on a community's FHBM or FIRM shall be installed using methods and practices which minimize flood damage. For the purposes of this requirement, manufactured homes must be elevated and anchored to resist flotation, collapse, or lateral movement. Methods of anchoring may include, but are not limited to, use of over-the-top or frame ties to ground anchors. This requirement is in addition to applicable state and local anchoring requirements for resisting wind forces.
 2. Require that manufactured homes that are placed or substantially improved within Zones A1-30, AH, and AE on the community's FIRM on sites (i) outside of a manufactured home park or subdivision, (ii) in a new manufactured home park or subdivision, (iii) in an expansion to an existing manufactured home park or subdivision, or (iv) in an existing manufactured home park or subdivision on which a manufactured home has incurred "substantial damage" as a result of a flood, be elevated on a permanent foundation such that the lowest floor of the manufactured home is elevated a minimum of 1 foot above the BFE and be securely anchored to an

adequately anchored foundation system to resist flotation, collapse, and lateral movement.

3. Require that manufactured homes be placed or substantially improved on sites in an existing manufactured home park or subdivision with Zones A1-30, AH and AE on the community's FIRM that are not subject to the provisions of this section be elevated so that either:
 - a. The lowest floor of the manufactured home is elevated a minimum of 1 foot above the base flood elevation; and
 - b. The manufactured home chassis is supported by reinforced piers or other foundation elements adequately anchored to foundation system to resist flotation, collapse, and lateral movement.
- E. **Recreational Vehicles.** Require that recreational vehicles placed on sites within Zones A1-30, AH and AE on the community's FIRM either (i) be on the site for fewer than one hundred eighty consecutive days, or (ii) be fully licensed and ready for highway use, or (iii) meet the permit requirements of Section 18.60.180(A), and the elevation and anchoring requirements for "manufactured homes" in subsection A of this section. A recreational vehicle is ready for highway use if it is on its wheels or jacking system, is attached to the site only by quick disconnect type utilities and security devices, and has no permanently attached additions.

18.60.210 Standards for proposed subdivision.

- A. All subdivision proposals, including manufactured home parks and subdivisions, shall be consistent with Sections 18.60.020, 18.60.030 and 18.60.040 of this chapter.
- B. All proposals for the development of subdivisions, including manufactured home parks and subdivisions, shall meet building and grading permit requirements of Sections 18.60.090 and 18.60.180 and the provisions of this chapter.
- C. Base flood elevation data shall be generated for subdivision proposals and other proposed developments, including manufactured home parks and subdivisions which are greater than fifty lots or five acres, whichever is lesser, if not otherwise provided pursuant to Section 18.60.080 or Section 18.60.150(H) of this chapter.
- D. All subdivision proposals, including manufactured home parks and subdivisions, shall have adequate drainage provided to reduce exposure to flood hazards.
- E. All subdivision proposals, including manufactured home parks and subdivisions, shall have public utilities and facilities such as sewer, gas, electrical and water systems located and constructed to minimize or eliminate flood damage.

18.60.220 Standards for areas of shallow flooding (AO/AH zones).

Located within the areas of special flood hazard established in Section 18.60.080 are areas designated as shallow flooding. These areas have special flood hazard associated with base flood depths of one to three feet where a clearly defined channel does not exist and where the path of

flooding is unpredictable, and where velocity flow may be evident such flooding is characterized by ponding or sheet flow; therefore, the following provisions apply:

- A. All new construction and substantial improvements of residential structures shall:
 - 1. Have the lowest floor (including basement, machinery, and equipment servicing the building) elevated above the highest adjacent grade (HAG) to at least 1 foot above the depth number specified in feet on the community's FIRM, or at least 3 feet if no depth number is provided.
- B. All new construction and substantial improvements of nonresidential structures shall:
 - 1. Have the lowest floor (including basement, machinery, and equipment servicing the building) elevated above the highest adjacent grade (HAG) to at least 1 foot above the depth number specified in feet on the community's FIRM, or at least 3 feet if no depth number is provided; or
 - 2. Together with attendant utility and sanitary facilities be designed so that below the base specified flood depth in an AO Zone, or below the base flood elevation in an AH zone, level the structure is watertight with walls substantially impermeable to the passage of water and with structural components having the capability of resisting hydrostatic and hydrodynamic loads of effects of buoyancy.
- C. A Texas registered professional engineer or architect shall submit a certification to the floodplain administrator that the standards of this section, as proposed in Section 18.60.180(A)(3) of this chapter, are satisfied.
- D. Within Zone AH or AO, adequate drainage paths shall be required around structures on slopes, to guide floodwaters around and away from proposed structures.

18.60.230 Floodways.

Located within areas of special flood hazard established in Section 18.60.080 of this chapter, are areas designated as floodways. Since the floodway is an extremely hazardous area due to the velocity of floodwaters which carry debris, potential projectiles and erosion potential, the following provisions shall apply:

- A. Encroachments are prohibited, including fill, new construction, substantial improvements and other development within the adopted regulatory floodway unless it has been demonstrated through hydrologic and hydraulic analyses performed in accordance with standard engineering practice that the proposed encroachment would not result in any increase in flood levels within the community during the occurrence of the base flood discharge.
- B. If subsection A of this section is satisfied, all new construction and substantial improvements shall comply with all applicable flood hazard reduction provisions of this chapter.
- C. Under the provisions of 44 CFR Chapter 1, Section 65.12, of the National Flood Insurance Program Regulation, a community may permit encroachments within the adopted regulatory floodway that would result in an increase in base flood elevations, provided that the community first completes all of the provisions required by Section 65.12.

18.60.240 Violation.

- A. It is unlawful for any person to violate any provision of this chapter.
- B. Any person violating any provision of this chapter shall be deemed guilty of a misdemeanor and shall be punished as provided in Sections 1.08.010 through 1.08.030 of this Code.

Chapter 18.70 – ENERGY CONSERVATION CODE

18.70.010 Short title.

This chapter may be cited as the "Energy Conservation Code."

18.70.020 Adoption.

The book entitled "International Energy Conservation Code," 2021 Edition, a copy of which authenticated by the city clerk is on file in the city clerk's office, is adopted as the Existing Building Code of the city, in its entirety as fully as if copied in length in this chapter.

18.70.030 Reserved

18.70.040 Reserved

18.70.050 Reserved

18.70.060 Section C402.6 Air Barrier Requirement, Added

C402.6 Air barrier requirement. Insulation (including but not limited to loose fill, spray applied cellular fiber insulation as well as other blanket and batts insulation) installed in assemblies more than 60 degrees from the horizontal must be in substantial contact with an air barrier on all sides.

Exception: Air impermeable insulation. Air impermeable insulation is defined as:

A material having an air permeance equal to or less than 0.02 L/s-m² at 75 Pa pressure differential tested according to ASTM E2178 or E283.

18.70.070 Reserved

18.70.080 Reserved

18.70.090 Appendix CA Board of Appeals, Adopted.

18.70.0100 Appendix CB Solar Ready Zone, Adopted.

18.70.0110 Appendix CC Zero Energy Commercial Building, Adopted.

18.70.0120 Reserved

18.70.130 Reserved

18.70.140 Reserved

18.70.150 Section R402.4.1.4 Air Leakage Required Certifications, Added.

R402.4.1.4 Required Certifications. Air leakage testing shall be performed by a third party certified to perform air infiltration testing by a national or state organization approved by the *code official*. The third party shall not be employed by nor have a financial interest in the entity that constructs the building. Accepted certifications include RESNET Home Energy Rater and Home Field Inspector, Building Performance Institute Infiltration and Duct Leakage professional or Building Analyst certification, and others as approved by the city.

R402.4.1.5 Third Party Registration. Approved third party performing air infiltration testing shall be registered with the city.

18.70.160 Section R403.3.8 - Duct leakage Required Certifications, Added

R403.3.8 Required Certifications. Duct leakage testing shall be performed by an *approved* third party certified to perform duct leakage testing by a national or state organization approved by the code official. The approved third party shall not be employed by nor have a financial interest in the entity that constructs the building. Accepted certifications include RESNET Home Energy Rater and Home Field Inspector, Building Performance Institute Infiltration and Duct Leakage professional or Building Analyst certification and others as approved by the code official.

R403.3.9 Third Party Registration. *Approved* third party performing duct leakage testing shall be registered with the city.

18.70.170 Reserved

18.70.180 Appendix RA Board of Appeals, Adopted.

18.70.190 Appendix RB Solar Ready Provisions – Detached One- and Two-Family Dwellings and Townhouses, Adopted.

18.70.200 Appendix RC Zero Energy Residential Buildings, Adopted.

18.70.210 Conflicting ordinances.

All ordinances and parts of ordinances in conflict with the provisions of this chapter are hereby repealed.

SECTION 2. That except as herein amended, Title 18 (Building and Construction), Chapter 18.70 (Energy Conservation Code) of the El Paso City Code shall remain in full force and effect.



Title 18 Amendments Updated Building Codes Item 20

Strategic Goal 2:

Set the Standard for a safe and secure city

2.1 Implement effective code enforcement strategies to reduce nuisances, enhance visual appearance and improve overall health and safety.

2.9 Promote building safety

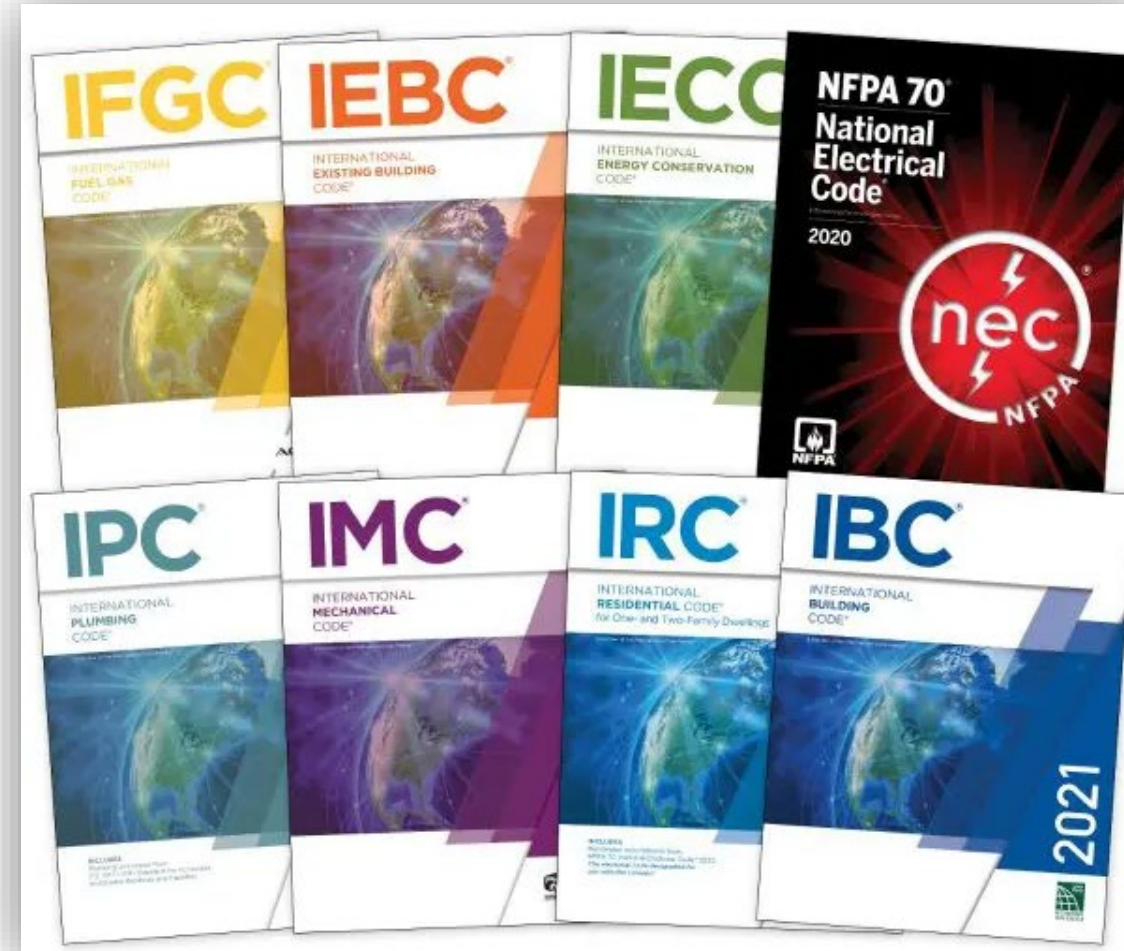


Purpose

This is a request for Council Adoption of updated building codes (2021 Edition of the International Building Codes)

Their adoption will maintain El Paso's building safety standing among the largest cities in Texas, and

It will maintain and/or improve both commercial and residential insurance rates for residents and businesses within the city



Code Adoption History*

2000 - The City of El Paso first adopts the International Building Codes

2004 – 2003 ICC Codes – City transitions to 6-year cycle.

2010 – 2009 ICC Codes Adopted

2016 – 2015 ICC Codes Adopted

2022 – Proposed Adoption of 2021 ICC Codes

- Adopted with local amendments

ICC – International Code Council



Mass timber construction.

Photo courtesy of naturallywood.com, KK Law

Public Outreach



July 20, 2021 – IRC Significant Changes - over 100 participants

Nov 2021 to Jan 2022 - HBA 2021 Code Classes – over 50 participants

June 13 & 14, 2022 - IRC Significant Changes - over 200 participants

June 18, 2022 - IBC Highlights training – over 50 participants

Sept. 28, 2022 – Developers Focus Group – over 40 participants

Nov. 30, 2022 - Developers Focus Group – over 40 participants

Dec 5, 2022 - Presentation to HBA – over 60 participants

IRC – International Building Code

IBC – International Building Code

HBA - Home Builders Association



ICC and ISO



Insurance Services Office (ISO)

- Municipalities with up-to-date codes demonstrate lower losses and insurance rates.
- **2016 Rating for the COEP = 4, Texas average = 6**
- **Adoption of the 2021 ICC Codes will ensure retention or improvement of current rating.**



International Codes Council (ICC)

- Dedicated to:
 - Development of model construction codes.
 - Construction of safe, sustainable, and resilient structures.
 - Provide **minimum safeguards** for all occupied structures.

Local Administrative Code 18.02

Proposed Amendments

Added

- Building liability and bond requirements for mechanical, electrical, and plumbing contractors.
- Provisions for denial of permit
- Investigation fees
- Increase bond requirements

Clarified

- Permit exemption for County, State and Federally owned buildings.
- Authorization to proceed requirements
- Authority to revoke permits
- Design professional requirements for small B and M occupancies
- Duration of permits roofing, window and A/C

Removed

- Notification for expired permit applications
- Removed requirements for commercial roof safety inspections

Key Changes - 2021 International Building Codes

2021 ICC Code Changes		Local Amendments	
Commercial			
<ul style="list-style-type: none">• Clarification for primary and secondary structural frames• Expanded types of construction for Heavy Timber (Type IV)		<ul style="list-style-type: none">• Removed restrictions to materials allowed by technical codes, per state legislature.	
Residential			
<ul style="list-style-type: none">• Requirements added for shipping containers• Lowered wind speeds from 115 to 105 MPH• Clarification for continuity of fire walls in townhomes• Tiny House provisions added		<ul style="list-style-type: none">• Removed restrictions to materials allowed by technical codes, per state legislature.• Updated tables to applicable geographic area• Updated Section R105.2 work exempt from permit.	
Energy			
<ul style="list-style-type: none">• Increased R-value (insulation) requirements and lowered U-Factor		<ul style="list-style-type: none">• Added certification requirements for 3rd party testing agencies	

Staff Recommendation



Staff recommends approval of the amendments to Title 18 to adopt the latest building codes (2021 Building Codes)

Questions?

Thank you!



Legislation Text

File #: 23-1012, 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, Phillip F. Etiwe, (915) 212-1553

Planning and Inspections, Providencia Velazquez, (915) 212-1567

AGENDA LANGUAGE:

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

Discussion and action on an appeal by the property owner of 3535 Aurora Avenue, El Paso, Texas 79930 in the Manhattan Heights Historic District regarding a decision rendered by the Historic Landmark Commission (HLC) in HLC Case PHAP23-00033 on June 12, 2023, to APPROVE WITH MODIFICATIONS a Certificate of Appropriateness for the referenced property.

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

AGENDA DATE: August 1, 2023

PUBLIC HEARING DATE: August 1, 2023

CONTACT PERSON(S) NAME AND PHONE NUMBER: Philip F. Etiwe, (915) 212-1553
Providencia Velazquez, (915) 212-1567

DISTRICT(S) AFFECTED: 2

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

SUBGOAL: 3.1 Provide business friendly permitting and inspection process
3.2 Set one standard for infrastructure across the city

SUBJECT:

Discussion and action on an appeal by the property owner of 3535 Aurora Avenue, El Paso, Texas 79930 in the Manhattan Heights Historic District regarding a decision rendered by the Historic Landmark Commission (HLC) in HLC Case PHAP23-00033 on June 12, 2023, to APPROVE WITH MODIFICATIONS a Certificate of Appropriateness for the referenced property. (District 2)

BACKGROUND / DISCUSSION:

In April 2023, the contractor for 3535 Aurora Avenue requested a re-roof permit from the Historic Preservation Office and, upon review, it was discovered that the windows had been previously replaced without approvals or permits. On June 12, 2023, the Historic Landmark Commission voted unanimously to APPROVE the application for a Certificate of Appropriateness for re-roofing with the modifications that, prior to the roof being installed, the south window and two adjacent windows to the main entry be brought into compliance with historically appropriate windows to match the original and that no new permits or approvals be issued until the window permit is received. The applicant is appealing City's policy to withhold approval of new work when property is not in compliance.

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

CITY CLERK DEPT
2023 JUN 20 PM2:19

MARIO A. GONZALEZ

ATTORNEY AT LAW

1707 Wyoming Avenue
El Paso, Texas 79902

915/543-9802
Email: mario@gonzalezlawfirm.com

June 20, 2023

City Council
c/o City Clerk
300 N. Campbell (City Hall)
El Paso, Texas 79901

Via Certified Mail, RRR, #70192970000112317639
and Email to: cityclerk@elpasotexas.gov

RE: Notice of Appeal of HLC Decision to Conditionally Grant Maria Dolores Lucas'
Application for Administrative Review to Re-Roof House Located at
3535 Aurora Avenue, El Paso, Texas

Dear Members of City Council:

I represent Maria Dolores Lucas in this appeal of the decision of the Historic Landmark Commission ("HLC") of the City of El Paso, as it relates to her application for administrative review to the HPO for a permit to re-roof her residence. This application was submitted on her behalf by her roofing contractor, Legacy Construction, so that she could obtain a permit to re-roof her residence located at 3535 Aurora Avenue, El Paso, Texas 79930. Ms. Lucas and I both appeared before the HLC on June 12, 2023, to appeal the denial by the Historic Preservation Office ("HPO") of the City of El Paso of her application for administrative review for a re-roof permit. Ms. Providencia Velazquez of the HPO denied the application and request for a re-roof permit because a company on the Westside, currently operating under the business name "Window World of Southwest Texas," had, unbeknownst to Ms. Lucas, failed to obtain a permit for window installation on her residence when it installed the windows on this residence 7 years earlier.

In orally denying the application for administrative review, the HPO did not find any flaw with the plan submitted in the application for administrative review submitted by Legacy Construction for a re-roof permit. Everything in this plan submitted with the application for Legacy Construction to re-roof her residence with asphalt shingles was deemed acceptable. From the start, Ms. Providencia Velazquez of the HPO clarified that her decision to deny the application for administrative review submitted by Legacy Construction was based on the failure of "Window World of Southwest Texas" to obtain a permit for the windows at the time these windows were

installed. She insisted at the hearing of the HLC appeal on June 12th that Ms. Lucas should be ordered to replace all of the windows of her residence with windows she approved, before Ms. Lucas was granted a permit to re-roof her residence.

The HLC did not adopt Ms. Velazquez' recommendation that all of the windows in the residence needed to be replaced. It instead determined that Ms. Lucas should be required to install some type of divider on the side windows of the picture window facing Aurora Street, before she was granted a re-roof permit for her residence. Even though this ruling or decision by the HLC was certainly a more compliance-friendly decision than the insistence by Ms. Velazquez that all windows in the residence should be replaced, it still rendered a wrongly decided decision. It is Maria Dolores Lucas' contention that the HLC and HPO were not authorized to consider whether the windows to her home were improperly installed, without HPO approval, in acting on the application for administrative review that related to her request for a re-roof permit. Whether window installation should be corrected and whether a roof needs to be re-roofed are completely unrelated issues. The HLC should have approved the application for review on the basis of the roof plan submitted, without any consideration to how the windows were installed.

Section 20.20.080 of the El Paso Municipal Code limits the authority of the HPO in several ways. Initially, subsection "A" of this code provision limits the authority of the HPO to building maintenance or remodeling projects that fall within one of two subdivisions, neither of which encompasses Ms. Lucas' residence. First, her residence is not listed on the National Register of Historic Places or listed as a Texas Antiquities Landmark, so as to bring it within (A)(1) of Section 20.20.080. Second -- as a "noncontributing property" with no historical value or significance, built in 1953, Ms. Lucas' residence is not a building, object, site, landscape architectural feature, or group of such designated with an H-Overlay, so as to bring it within subdivision (A)(2) of Section 20.20.080. This residence has never been of historical value. Consequently, it cannot be subjected to any "Design Guidelines" as can true historical properties within this historic district. Therefore, Ms. Lucas' residence is not subject to the HPO provisions codified in Section 20.20.08 of the El Paso Municipal Code.

But even if Section 20.20.08 did apply to Ms. Lucas' residence, the authority granted to the HPO is limited by subsection E of this municipal code provision. Subsection E (1) states that an officer of the HPO "shall review and approve, approve with modifications or deny all administrative review applications in accordance with the administrative review design guidelines, for the following types of requests: ... j. Routine maintenance, including but not limited to: painting, re-roofing, repair of walks, driveways, fences;" The plain meaning of this provision establishes that an HPO officer is only authorized to take action on the application submitted, and is not to consider

City Council
June 20, 2023
Page Three

unrelated grounds for denial of the application that clearly fall outside the scope of the application. The only authority the City has to enforce violations under Chapter 20.20 of the Municipal Codes are found in (1) Section 20.20.140 (which deals with the penalty for demolition or alteration of any historic landmark) and (2) Section 20.24.030 (which authorizes the City to pursue injunctive relief or a civil penalty of up to a \$500.00 for violating any provisions of this title (which is "Zoning") when committing acts in violations of this title, after receiving notice not to commit the acts).

The window issue that Ms. Velazquez and the HLC insist be corrected by Ms. Lucas have nothing to do with the re-roof permit Ms. Lucas has requested through the application for administrative review Legacy Construction submitted to the HPO to re-roof Ms. Lucas' home at 3535 Aurora Avenue. The decisions of the HPO and the HLC are "under color of law" because they are illegal, unauthorized, and have deprived Ms. Lucas of property, in violation of 42 U.S.C. Section 1983.

Subsection G (6) of Section 20.20.080 states that "Applicants aggrieved by a decision of the historic landmark commission may appeal to city council, using the procedure outlined in Section 20.20.190." Section 20.20.190 in turn states that the "...owner of any property within the same historic district as the subject of the appeal" has 15 days after the ruling of the HLC to appeal the ruling of the HLC. The provision further states "Following a public hearing to be held within sixty days of the filing of such notice of appeal, the city council may, by a simple majority vote, uphold or overturn any ruling of the HLC made pursuant to this chapter."

This Notice of Appeal is therefore submitted to the City Council for the City of El Paso, Texas, with a demand for a public hearing. At this time, the undersigned attorney, as Ms. Lucas' legal representative, does not submit a claim for damages against the City of El Paso, Texas. Any claim for damages, if any, Ms. Lucas asserts against the City of El Paso, Texas, and or its employees, agents, and officers will depend in large part on how the City Council rules on this appeal. Therefore, no demand for money damages is made at this time.

Sincerely,



MARIO A. GONZALEZ

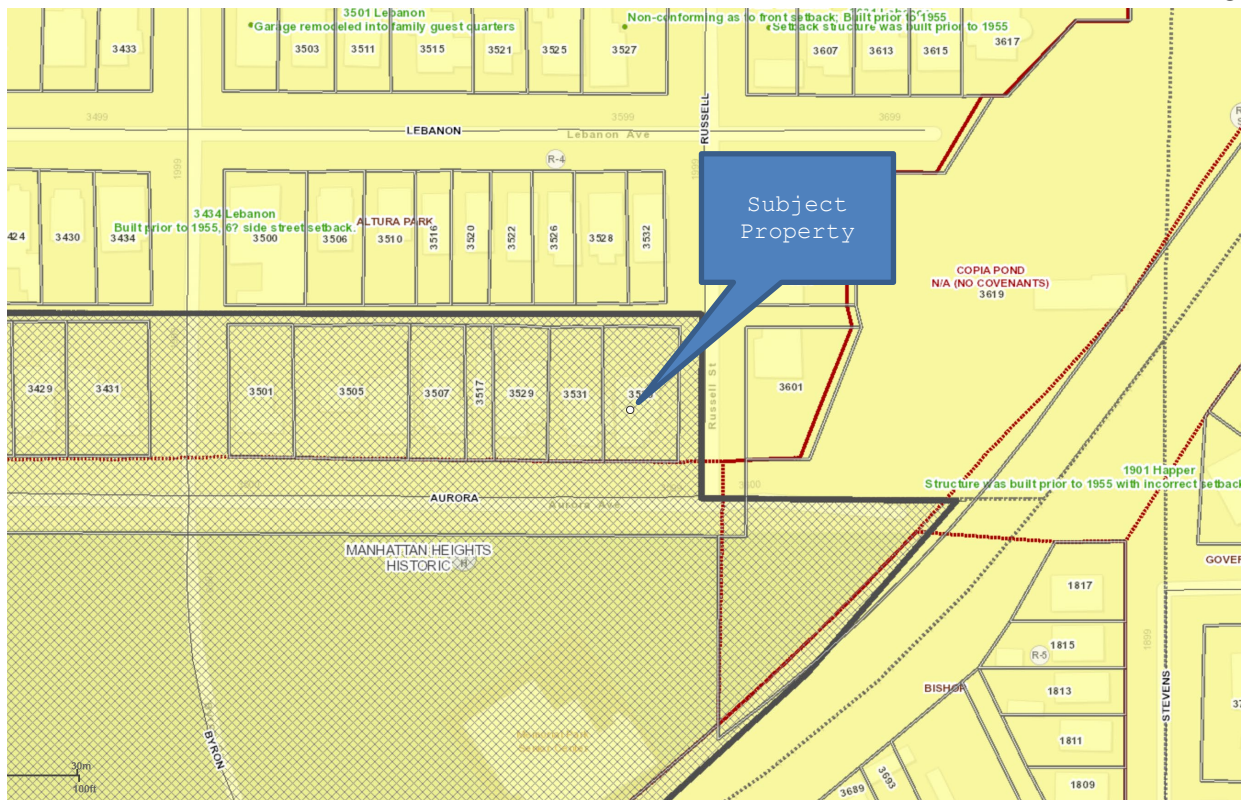
MAG/bt



PHAP23-00033

Date: June 12, 2023
Application Type: Certificate of Appropriateness
Property Owner: Maria Dolores Lucas
Representative: Mario Gonzalez
Legal Description: 6 Altura Park 15 & 16 (6000 Sq Ft), City of El Paso, El Paso County, Texas
Historic District: Manhattan Heights
Location: 3535 Aurora Avenue
Representative District: #2
Existing Zoning: R-4/H (Residential/Historic)
Year Built: 1954
Historic Status: Non-Contributing
Request: Certificate of Appropriateness for re-roofing
Application Filed: 5/26/2023
45 Day Expiration: 7/10/2023

ITEM #3



GENERAL INFORMATION:

The applicant seeks approval for:

Certificate of Appropriateness for re-roofing

STAFF RECOMMENDATION:

The Historic Preservation Office recommends APPROVAL WITH A MODIFICATION of the proposed scope of work based on the following recommendations:

The Design Guidelines for El Paso's Historic Districts, Sites, and Properties recommend the following:

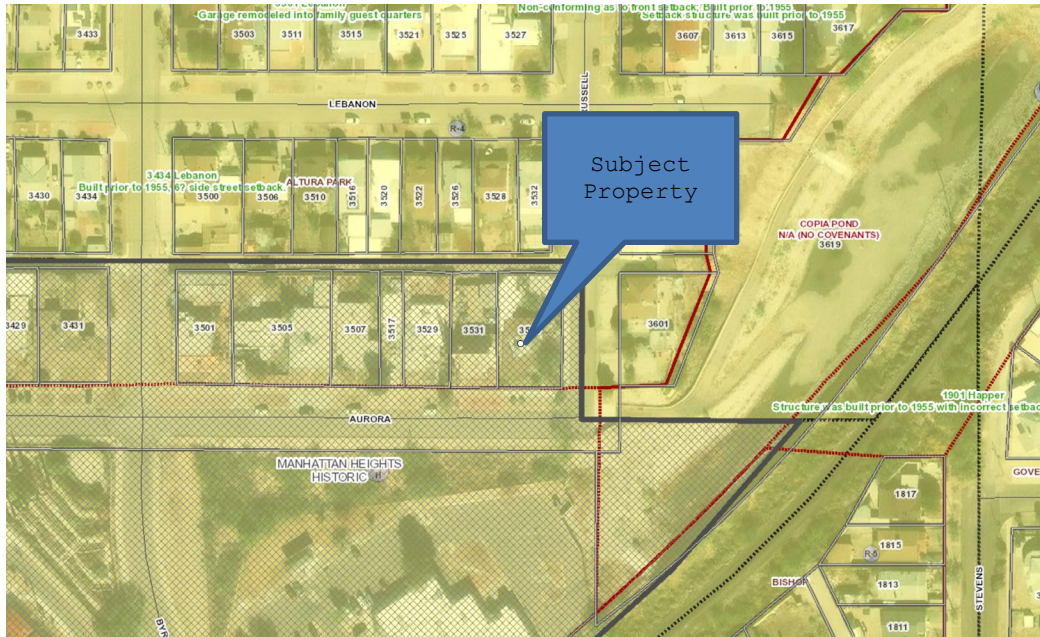
- *The distinctive features of each roof type should be retained as they are character-defining elements. If a roof requires repair, the replacement materials must match the original or existing materials as closely as possible.*
- *Do not change the style or construction of the roof. For example, constructing a gable or hip roof on top of an existing historic flat roof would be inappropriate.*

The Secretary of the Interior's Standards for Rehabilitation recommend the following:

- *The historic character of a property shall be retained and preserved. The removal of historic materials or alteration of features and spaces that characterize a property shall be avoided.*
- *Deteriorated historic features shall be repaired rather than replaced. Where the severity of deterioration requires replacement of a distinctive feature, the new feature shall match the old in design, color, texture, and other visual qualities and, where possible, materials. Replacement of missing features shall be substantiated by documentary, physical, or pictorial evidence*

The modification is that, prior to the roof being installed, the windows be replaced with historically appropriate windows to match the original and that no new permits or approvals be issued until the windows are in compliance.

AERIAL MAP



BEFORE AND AFTER PHOTOS





**CERTIFICATE
OF
APPROPRIATENESS
Issued by the El Paso Historic Landmark Commission**

This is to certify that the El Paso Historic Landmark Commission at its regular meeting scheduled on June 12, 2023 *reviewed and approved plans submitted by:*

Property Owner:	Maria Dolores Lucas
Location:	3535 Aurora Avenue
Legal Description:	6 Altura Park 15 & 16 (6000 Sq Ft), City of El Paso, El Paso County, Texas

For:

Certificate of Appropriateness for re-roofing with the modifications that prior to the roof being installed the south window and two adjacent windows to the main entry be brought into compliance with historically appropriate windows to match the original and that no new permits or approvals be issued until the window permit is received

The Commission finds that the proposed scope of work will not adversely affect the architectural or historical significance of the Manhattan Heights Historic District, within which this site is located.

THEREFORE, appropriate building permits may be issued. All construction must conform to existing City Code requirements.

Edmund Castle, PE, Chair
El Paso Historic Landmark Commission

Date



El Paso, TX

300 N. Campbell
El Paso, TX

Legislation Text

File #: 23-1011, **Version:** 3

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

Parks and Recreation, Pablo Caballero, (915) 212-8018

AGENDA LANGUAGE:

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

Discussion and action that City Council approves the recommendations from the Parks and Recreation Department and Community and Human Development Department for project rollout as attached to the Resolution as Exhibit "A" for the Community Progress Bond, Proposition B.

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

AGENDA DATE: August 1, 2023

PUBLIC HEARING DATE:

CONTACT PERSON(S) NAME AND PHONE NUMBER: Pablo Caballero, (915) 212-8018

DISTRICT(S) AFFECTED: All

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

SUBGOAL:

SUBJECT:

That City Council approves the recommendations from the Parks and Recreation Department and Community and Human Development Department for project rollout as attached to this Resolution as Exhibit "A" for the Community Progress Bond, Proposition B.

BACKGROUND / DISCUSSION:

Community Progress Bond- Approved three bonds on November 8, 2022, which included \$20M for Parks and Community & Human Development Items.

PRIOR COUNCIL ACTION:

Council members have been briefed on the Community Progress Bond Pop B since January 2023

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:

SECONDARY DEPARTMENT:

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

DEPARTMENT HEAD:

Pablo Caballero



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

RESOLUTION

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

THAT on November 8, 2022, voters approved three bond propositions, including funding for Proposition B, which included \$20 million for parks, for an accessible playground for children of all abilities, installation of shade structures in parks throughout the city, and the continuation of the Neighborhood Improvement Program.

THAT City Council approves the recommendations from the Parks and Recreation Department and Community and Human Development Department for project rollout as attached to this Resolution as Exhibit “A” for the Community Progress Bond, Proposition B.

PASSED AND APPROVED this _____ day of August, 2023.

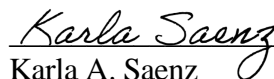
THE CITY OF EL PASO:

Oscar Leaser,
Mayor

ATTEST:


Laura D. Prine
City Clerk

APPROVED AS TO FORM:



Karla A. Saenz
Assistant City Attorney

APPROVED AS TO CONTENT:



Pablo Caballero, Assistant Director
Cultural Affairs and Recreation

Exhibit A

Proposition B: Rollout Shade Structure Priority List

Amenity	Location	District
Playground	Inca Dove Park	1
Playground	Haddox Family Park	2
Playground	Officer David Ortiz Park	3
Playground	Colonia Verde Park	4
Playground	Carlos Bombach Park	5
Playground	John Lyons Park	6
Playground	Blackie Chesher Park	7
Playground	Armijo Park	8
Bleachers	Capistrano Park	7
Bleachers	Marty Robbins Park	6
Bleachers	Veterans Park	4

Shade Structures
Mega-All Abilities Playground
Neighborhood Improvement Program



El Paso, TX

300 N. Campbell
El Paso, TX

Legislation Text

File #: 23-1016, **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

Community and Human Development, Nicole Ferrini, 915-212-1659

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 approves the changes made to the Neighborhood Improvement Program Policies and Scorecard, said updated policies and scorecard specifically set forth and incorporated in Exhibit "A" and "B" in the Resolution.

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

DEPARTMENT: Community + Human Development

AGENDA DATE: 8/1/2023

CONTACT PERSON/PHONE: Nicole Ferrini, Director 915-212-1659

DISTRICT(S) AFFECTED: All

STRATEGIC GOAL 4: Enhance El Paso's Quality of Life Through Recreational, Cultural & Educational Environments

SUBJECT:

Discussion and Action on a Resolution that approves the changes made to the Neighborhood Improvement Program Policies and Scorecard, said updated policies and scorecard specifically set forth and incorporated in Exhibit "A" and "B" in the resolution.

BACKGROUND / DISCUSSION:

Following the conclusion of NIP Round 5, the Transformation Office along with Deputy City Manager Dionne Mack conducted several focus groups with previous applicants of NIP to redesign the application and scoring process. The feedback of the focus groups has been incorporated into how Community and Human Development will deploy the \$5M dollars for NIP approved by the voters under Proposition B.

PRIOR COUNCIL ACTION:

On July 29, 2014, Council adopted a Resolution to approve the NIP Policy and Scorecard for the Quality of Life NIP funding.

AMOUNT AND SOURCE OF FUNDING:

\$5,000,000 – Neighborhood Improvement Program Community Progress Bond, Proposition B.

BOARD / COMMISSION ACTION:

N/A

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

LEGAL: (if required) _____ **FINANCE:** (if required) _____

DEPARTMENT HEAD: _____


APPROVED FOR AGENDA:

CITY MANAGER: _____ **DATE:** _____

RESOLUTION

WHEREAS, in 2006 the City Council approved the Capital Budget, which included funding for the initial Neighborhood Improvement Program (“NIP”); and

WHEREAS, the NIP was categorized as a Priority Program, in which the requested projects from recognized neighborhood associations and civic associations must be for permanent public improvement that benefit neighborhood residents and the general public at large; and

WHEREAS, in 2012, the citizens of El Paso, Texas approved the 2012 Quality of Life Bonds, which included funding for the NIP; and

WHEREAS, on July 7, 2014, the Community and Human Development Department presented its proposed strategies, policies, and scorecard revisions (“Proposed Policies”) to the NIP, and City Council approved all but one of the Proposed Policies and recommended two additional policies for inclusion; and

WHEREAS, on July 24, 2014 City Council approved the Neighborhood Improvement Program Policies and scorecard; and

WHEREAS, City Staff has made changes to the approved Neighborhood Improvement Program Policies and scoreboard to better assist Recognized Neighborhood and Civic Associations on their requests for permanent physical projects to enhance the quality of life in their neighborhoods.

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

That City Council hereby approves the changes made to the Neighborhood Improvement Program Policies and scorecard, said updated policies and scorecard specifically set forth and incorporated in Exhibit “A” and “B”, attached hereto respectively.

APPROVED this _____ of _____, 2023.

APPROVED AS TO CONTENT:

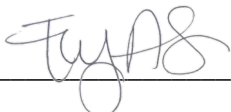


Nicole Ferrini
Community and Human Development, Director

THE CITY OF EL PASO:

Oscar Lesser
Mayor

APPROVED AS TO FORM:



Evy A. Sotelo
Assistant City Attorney

ATTEST:

Laura D. Prine
City Clerk

Exhibit “A”



Community + Human Development

DESCRIPTION: NEIGHBORHOOD IMPROVEMENT PROGRAM POLICY

SECTION I. PROGRAM PURPOSE

The City of El Paso's Neighborhood Improvement Program (NIP) provides the opportunity for Recognized Neighborhood and Civic Associations to request small-scale, permanent physical improvement projects to enhance the quality of life in their neighborhoods.

SECTION II. PROGRAM POLICY

The City of El Paso shall conduct the Neighborhood Improvement Program under the following directives:

1. As funds for the Neighborhood Improvement Program become available, funds shall be allocated equally between Districts and any unused funds will roll over within the District. Funds may be exhausted in one round, or multiple rounds depending on the total allocated amount.
2. Only Neighborhood and Civic Associations recognized and registered with the City of El Paso or in the process of registration under Ordinance 017744, may apply. Neighborhood Associations in the process of registering must complete registration and be an approved association prior to the recommendation of projects to City Council.
3. Eligible projects shall be permanent physical improvements located on City-owned land that improve or enhance public spaces within, or in close proximity to, Association boundaries. Projects should have a ten (10) year expected life span.
4. Eligible projects must have documented evidence of support from the residents in the neighborhood. Documented support needs to be demonstrated by households immediately adjacent to the proposed project location.
5. Neighborhood Improvement Program funds may supplement existing projects but are not intended to supplant allocated funding from other sources.
6. Project requests that have additional maintenance costs may be considered ineligible
7. The project selection process includes a recommendation from staff to the City Council for approval, and will be conducted in a manner providing full and open competition between eligible applicants. Staff will make every attempt to update NIP applicants on the status of their application.
8. The scoring criteria for evaluating projects and applications will be reviewed and approved by City Council using an approved score card evaluation (Exhibit B).
9. If any funds remain in a District's allocation when staff recommendations have been finalized, Council Representatives & Staff may add to any vetted, proposed project within their districts, components that are consistent with the goals of the original application, as submitted by an Association, and are feasible within the funds available. New project proposals will not be accepted.
10. City staff will provide Council with a detailed accounting of all NIP expenditures, including those charges for design, project and construction management, contract compliance and procurement upon request or at the conclusion of an awarded round.
11. Projects cannot be split between districts, therefore, if a proposed project is located in more than one



Community + Human Development

district, and the boundary of the Neighborhood Association also includes those districts, the Association must indicate in their application, the district in which they intend to compete for funding.

12. When funds are available and project rounds are announced, a NIP Project Catalog will be made available for Neighborhood Associations. Project requests outside of the catalog require additional vetting and may not be considered eligible.

Exhibit “B”

Neighborhood Improvement Program (NIP)

Project Scorecard

TOTAL

100.0

1) Project Goal (0-5pts)				5.0
0 to 2-pts, How well does the applicant provide a clear & concise goal for their proposed project?				2.0
0 to 3-pts, How well did the applicant develop their overall project proposal?				3.0
2) Project Background (0-10pts)				10.0
0 to 5-pts, How well does the applicant describe a significant community need/problem?				5.0
0 to 5-pts, How well does the applicant make a case for how the proposed project will address the stated need/problem?				5.0
3) Project Description (0-15pts)				15.0
0 to 10-pts, How well does the applicant clearly describe what they are requesting (ex. styles, types, colors, quantities)				10.0
0 to 5-pts, Was the project catalog used?				5.0
4) Project Map (0-5pts)				5.0
0 to 5-pts, How well does the applicant clearly label the desired location(s) of the proposed project and proposed project items?				
5) Project Picture/Illustration (0-5pts)				5.0
0 to 2-pt, How well does the applicant provide a clear picture of what the current site looks like?				2.0
0 to 3-pts, How well does the applicant provide a clear illustration of what they envision the project to look like?				3.0
6) Neighborhood Support (3-20pts)				20.0
20-pts, 100 or more household signatures	16-pts, 80 household signatures	11-pts, 55 household signatures	6-pts, 30 household signatures	
or 50% households within boundary	15-pts, 75 household signatures	10-pts, 50 household signatures	5-pts, 25 household signatures	
19-pts, 95 household signatures	14-pts, 70 household signatures	9-pts, 45 household signatures	4-pts, 20 household signatures	
18-pts, 90 household signatures	13-pts, 65 household signatures	8-pts, 40 household signatures	3-pts, 15 household signatures	
17-pts, 85 household signatures	12-pts, 60 household signatures	7-pts, 35 household signatures	(Minimum Requirement)	
7) Project Budget - (For Project Design Team) (0-5pts)				5.0
5.0-pts, if project cost is under \$20,000		2.0-pts, if project cost is \$120,000 to \$139,999		
4.5-pts, if project cost is \$20,000 to \$39,999		1.5-pts, if project cost is \$140,000 to \$159,999		
4.0-pts, if project cost is \$40,000 to \$59,999		1.0-pts, if project cost is \$160,000 to \$179,999		
3.5-pts, if project cost is \$60,000 to \$79,999		0.5-pts, if project cost is \$180,000 to \$199,999		
3.0-pts, if project cost is \$80,000 to \$99,999		0-pts, if project cost is \$200,000 or over		
2.5-pts, if project cost is \$100,000 to \$119,999				
8) City Strategic Alignment - (For City User Department ONLY) (0-25pts)				25.0
0 to 7-pts, Does the proposed project align with City strategic plans and department policies and/or standards?				7.0
0 to 5-pts, How does the proposed project affect department maintenance costs? (5-pts for very low maintenance projects)				5.0
0 to 3-pts, Does the proposed project help promote a healthy lifestyle?				3.0
0 to 3-pts, Are there other opportunities to fund the proposed project within this program cycle?				3.0

0 to 7-pts, Overall, do City departments support the proposed project?

7.0

9) Previous Round Funding - (For Neighborhood Services ONLY) (0-10pts)

10.0

Was the applicant awarded funding in the previous round?

10-pts, if applicant was NOT awarded

4.5-pts, if project awarded funds were \$100,000 to \$109,999

9.5-pts, if project awarded funds were below \$10,000

4.0-pts, if project awarded funds were \$110,000 to \$119,999

9.0-pts, if project awarded funds were \$10,000 to \$19,999

3.5-pts, if project awarded funds were \$120,000 to \$129,999

8.5-pts, if project awarded funds were \$20,000 to \$29,999

3.0-pts, if project awarded funds were \$130,000 to \$139,999

8.0-pts, if project awarded funds were \$30,000 to \$39,999

2.5-pts, if project awarded funds were \$140,000 to \$149,999

7.5-pts, if project awarded funds were \$40,000 to 49,999

2.0-pts, if project awarded funds were \$150,000 to \$159,999

7.0-pts, if project awarded funds were \$50,000 to \$59,999

1.5-pts, if project awarded funds were \$160,000 to \$169,999

6.5-pts, if project awarded funds were \$60,000 to \$69,999

1.0-pts, if project awarded funds were \$170,000 to \$179,999

6.0-pts, if project awarded funds were \$70,000 to \$79,999

0.5-pts, if project awarded funds were \$180,000 to \$189,999

5.5-pts, if project awarded funds were \$80,000 to \$89,999

0-pts, if project awarded funds were \$190,000 or over

5.0-pts, if project awarded funds were \$90,000 to \$99,999

10) Bonus Re-Submitted Feasible Application - (For Neighborhood Services ONLY) (2pts)

2.0

Bonus 2-pts, Did the applicant submit a substantially similar, feasible application in previous round of NIP, but was not awarded due to limited available funds?

Project recommendations are based on funding the highest scoring application followed by the next highest scoring application(s) that can be substantially completed within the remaining available funds.

2014 JUL 23 PM 3:15

4.1

RESOLUTION

WHEREAS, in 2006 the City Council approved the Capital Budget, which included funding for the initial Neighborhood Improvement Program ("NIP"); and

WHEREAS, the NIP was categorized as a Priority Program, in which the requested projects from recognized neighborhood associations and civic associations must be for permanent public improvements that benefit neighborhood residents and the general public at large; and

WHEREAS, in 2012, the citizens of El Paso, Texas approved the 2012 Quality of Life Bonds, which included funding for the NIP; and

WHEREAS, the NIP's total budget made available from the 2012 Quality of Life Bonds is \$10,000,000.00 to be apportioned equally among El Paso's eight Representative Districts for eligible public improvement projects, and procurement, design, project and construction management, and contract compliance over a ten (10) year period; and

WHEREAS, on June 24, 2014, the City Council approved the expenditure of designated funds for the NIP Staff recommendations of projects for the first round of the 2012 Quality of Life Bonds NIP funding; and

WHEREAS, on July 7, 2014, at a Special City Council Meeting, the Community and Human Development Department presented its proposed strategies, policies, and scorecard revisions ("Proposed Policies") to the NIP, and City Council approved all but one of the Proposed Policies and recommended two additional policies for inclusion; and

WHEREAS, the Proposed Policies were distributed and presented to the City's registered Neighborhood and Civic Associations, the Bond Oversight Advisory Committee on July 17, 2014, and the Neighborhood Coalition on July 21, 2014 to receive feedback on said Proposed Policies.

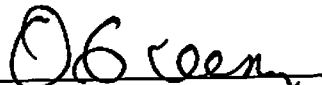
NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF EL PASO:

That City Council hereby approves the Neighborhood Improvement Program Policies and scorecard, said policies and scorecard specifically set forth and incorporated in Exhibit "A" and "B", attached hereto respectively.

ADOPTED this 24th day of July, 2014.

(Signatures Begin on Following Page)

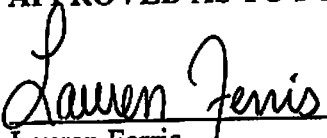
THE CITY OF EL PASO


Oscar Leeser
Mayor


ATTEST:


Richarda Duffy Momsen
City Clerk

APPROVED AS TO FORM:


Lauren Ferris
Assistant City Attorney

APPROVED AS TO CONTENT:


Verónica R. Soto, AICP
Director, Community and Human
Development Department

CITY CLERK DEPT.
2014 JUL 23 PM 3:15

Exhibit "A"

EXHIBIT A



City of El Paso Community and Human Development Department

Creation Date: July 7, 2014
Prepared By: Neighborhood Services Division
Approved By:
Legal Review:

DESCRIPTION: NEIGHBORHOOD IMPROVEMENT PROGRAM

SECTION I. PURPOSE

The City of El Paso's Neighborhood Improvement Program (NIP) provides the opportunity for Recognized Neighborhood and Civic Associations to request small-scale, permanent physical improvement projects to enhance the quality of life in their neighborhoods.

SECTION II. PROGRAM POLICY

The City of El Paso shall conduct the Neighborhood Improvement Program under the following directives:

1. Annual funds for the Neighborhood Improvement Program shall be allocated equally between Districts and any unused funds will roll over within the District to the next funded Round.
2. Only Neighborhood and Civic Associations recognized and registered with the City of El Paso or in the process of registration under Ordinance 017744, may apply.
3. Eligible projects shall be permanent physical improvements located on City-owned land that improve or enhance public spaces within, or in close proximity to, Association boundaries.
4. Eligible projects must have documented evidence of support from the residents in the neighborhood.
5. Neighborhood Improvement Program funds may supplement existing projects but are not intended to supplant allocated funding from other sources.
6. The project selection process will be conducted in a manner providing full and open competition between eligible applicants.
7. The scoring criteria for evaluating projects and applications will be reviewed and approved by City Council.
8. If any funds remain in a District's allocation when staff recommendations have been finalized, Council Representatives may add to any vetted, proposed project within their districts, components that are consistent with the goals of the original application, as submitted by an Association, and are feasible within the funds available.
9. City staff will provide Council with a detailed accounting of all NIP expenditures on an annual basis including those charges for design, project and construction management, contract compliance and procurement.
10. Projects cannot be split between districts, therefore, if a proposed project is located in more than one district, and the boundary of the Neighborhood Association also includes those districts, the Association must indicate in their application, the district in which they intend to compete for funding.

Exhibit "B"

Neighborhood Association:		Possible range
Project Name:		0 to 100 points
Project Description:		
1) Pre-Application and Technical Merit (0-4 Points)		Score
• 0 to 2-pts, Did the applicant submit a pre-application?		4
• 0 to 2-pts, How well did the applicant develop their overall project proposal?		
2) Project Goal (0-4 Points)		Score
• 0 to 4-pts, How well does the applicant provide a clear & concise goal for proposed project?		4
3) Project Background (0-10 Points)		Score
• 0 to 5-pts, How well does the applicant describe a significant community need/problem?		10
• 0 to 5-pts, How well does the applicant make a case for how the proposed project will address the stated need/problem?		
4) Project Description (0-10 Points)		Score
• 0 to 5-pts, How well does the applicant clearly describe what they are requesting?		10
• 0 to 5-pts, Does the applicant clearly state the type, quantity and/or measurement of the item(s) they are requesting?		
5) Project Map (0-4 Points)		Score
• 0 to 4-pts, How well does the applicant clearly label the desired location(s) of proposed project and/or proposed project items?		4
6) Project Picture/Illustration (0-4 Points)		Score
• 0 to 1-pt, How well does the applicant provide a clear picture of what the current site looks like?		4
• 0 to 3-pts, How well does the applicant provide a clear illustration of what they envision the project to look like?		
7) Neighborhood Support (0-20 Points)		Score
• 20-pts, 100 or more household signatures / 50% or more of households within the neighborhood association boundary	• 15-pts, 60 to 99 household signatures • 10-pts, 30 to 59 household signatures • 5-pts, 15 to 29 household signatures	20
8) Budget - (For Project Design Team) (0-10 Points)		Score
• 1-pts, if project cost is \$90,000 or over	• 6-pts, if project cost is \$40,000 to \$49,999	10
• 2-pts, if project cost is \$80,000 to \$89,999	• 7-pts, if project cost is \$30,000 to \$39,999	
• 3-pts, if project cost is \$70,000 to \$79,999	• 8-pts, if project cost is \$20,000 to \$29,999	
• 4-pts, if project cost is \$60,000 to \$69,999	• 9-pts, if project cost is \$10,000 to \$9,999	
• 5-pts, if project cost is \$50,000 to \$59,999	• 10-pts, if project cost is below \$10,000	
9) Strategic Alignment - (For City User Departments ONLY) (0-24 Points)		Score
• 0 to 5-pts, Does the proposed project align with City departments' strategic plans, policies or standards?		24
• 0 to 7-pts, Does this proposed project require low maintenance or upkeep?		
• 0 to 5-pts, Can this proposed project be funded under another program? If so, where does it rank within that program for potential funding?		
• 0 to 2-pts, Does the proposed project address a neighborhood safety concern?		
• 0 to 5-pts, Overall, do the City user departments support the proposed project?		
10) Bonus Merit - (For Neighborhood Services ONLY) (0-10 Points)		Score
Was the applicant awarded in the previous round?		10
• 10-pts, if applicant was not funded in previous round		
• 5-pts, if applicant was awarded partial project scope in the previous round		
• 0-pts, if applicant was awarded all feasible components of project scope in the previous round		

Comments: (You must explain & justify scoring any application below 60 points.)

– Constructive comments are welcome.

Note: Final recommendations for each District will include funding for the highest ranked project and the next highest ranked projects that can be substantially completed within the remaining available funds.



El Paso, TX

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Legislation Text

File #: 23-1034, **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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City Attorney's Office, Matthew Marquez, (915) 212-0033

AGENDA LANGUAGE:

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Cangialosi, Joanna, et al v. City of El Paso. Matter No. 18-1026-9235 (551.071)



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File #: 23-1035, **Version:** 1

**CITY OF EL PASO, TEXAS
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City Attorney's Office, Matthew Marquez, (915) 212-0033

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Mark Avalos v. City of El Paso and El Paso Fire Department; Cause No. 2023DCV1882 (551.071)



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City Attorney's Office, Donald C. Davie (915) 212-0033

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Application of El Paso Electric Company for Approval of a Generation Cost Recovery Rider Related to Newman Unit 6; HQ#UTILITY-16; (551.071)



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Legislation Text

File #: 23-1037, Version: 1

CITY OF EL PASO, TEXAS LEGISTAR AGENDA ITEM SUMMARY FORM

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City Attorney's Office, Donald C. Davie, (915) 212-0033

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Petition of El Paso Electric Company to Revise Military Base Discount Recovery Factor Under PURA § 36.354; HQ# UTILITY-17; (551.071)



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File #: 23-1053, **Version:** 1

CITY OF EL PASO, TEXAS
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City Attorney's Office, Karla M. Nieman, (915) 212-0033

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The City of Houston v. the State of Texas; (551.071)