

Renard U. Johnson
Mayor

Dionne Mack
City Manager



CITY COUNCIL
Alejandra Chávez, District 1
Josh Acevedo, District 2
Deanna Maldonado-Rocha, District 3
Cynthia Boyar Trejo, District 4
Ivan Niño, District 5
Art Fierro, District 6
Lily Limón, District 7
Chris Canales, District 8

AGENDA FOR THE REGULAR COUNCIL MEETING

January 22, 2025
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: 658-646-537#

AND

AGENDA REVIEW MEETING
COUNCIL CHAMBERS, CITY HALL
300 N. CAMPBELL AND VIRTUALLY
January 21, 2025
9:00 AM

Teleconference phone number: 1-915-213-4096
Toll free number: 1-833-664-9267
Conference ID: 229-720-096#

Notice is hereby given that an Agenda Review Meeting will be conducted on January 21, 2025 at 9:00 A.M. and a Regular Meeting of the City Council of the City of El Paso will be conducted on January 22, 2025 at 9:00 A.M. Members of the public may view the meeting via the following means:

Via the City's website: <http://www.elpasotexas.gov/videos>
Via television on City15,
YouTube: <https://www.youtube.com/user/cityofelpasotx/videos>

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

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

At the prompt please enter the corresponding Conference ID:

Agenda Review, January 21, 2025 Conference ID: 229-720-096#

Regular Council Meeting, January 22, 2025 Conference ID: 658-646-537#

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/dfad29e838da41fd86052bb264abd397>

To Speak on Agenda Items:

<https://app.smartsheet.com/b/form/7086be5f4ed44a239290caa6185d0bdb>

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

Alicia Chacón International School at the invitation of City Representative Lily Limón

**Pablo Herrera Villareal
Rebeca Herrera Villareal
Abigail Herrera Villareal
Ximena Herrera Villareal**

MAYOR'S PROCLAMATIONS

Women's Fund of El Paso Day

Big Brothers Big Sisters

Women's Council of Realtors Day

El Paso Christmas Lights

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 January 7, 2025 and the Special Meeting of December 20, 2024. [25-77](#)

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 [25-79](#)

CONSENT AGENDA - RESOLUTIONS:

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

3. A Resolution authorizing the City Manager to sign a Chapter 380 Economic Development Program Agreement ("Agreement") by and between CITY OF EL PASO ("City") and 914 W YANDELL DR, LLC ("Applicant") in support of an infill development project located at 914 W. Yandell Dr., El Paso, Texas 79902. The Agreement requires the Applicant to make a minimum investment of \$638,000.00. Over the term of the Agreement, the City shall provide economic incentives not to exceed \$28,212.88 in the form of a Real Property Tax Rebate, a Construction Materials Sales Tax Rebate, and a Building Construction Fee Rebate. [25-67](#)

District 8

Economic and International Development, Jessica Torres, (915) 212-1699
Economic and International Development, Karina Brascalla, (915) 212-0094

4. A Resolution that the City of El Paso City Council authorizes the submission of an application to the U.S. Department of Transportation (USDOT) Fiscal-Year 2025 Rebuilding American Infrastructure with Sustainability and Equity (RAISE) grant program for the El Paso Central Business District (CBD) Phase IV requesting funds in the amount of \$21,917,993 with no match required from the City. The estimated cost of \$21,917,993 entails 1.8-mile roadway reconstruction and parkway improvements project in Downtown El Paso. The El Paso CBD IV Project scope of work is based on multiple studies and final engineering design documents including sidewalks, storm sewers, curbs and gutters, Americans with Disabilities Act (ADA) improvements, bicycle improvements, driveways, traffic signals, lighting, signing, striping, landscaping and irrigation improvements. [25-105](#)

District 8

City Manager's Office, Valeria Aguirre Holguin, (915) 525-0361

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

5. Approve a Resolution that the City Council of the City of El Paso declares an amnesty period effective February 17, 2025 through March 8, 2025, ending at 12:00 midnight on March 8, 2025. During this amnesty period, all violators who pay outstanding parking citations will have the total delinquency fees and collection fees reduced to zero, leaving only the fine amount to be paid for each delinquent citation which is paid voluntarily. [25-69](#)

All Districts

Municipal Courts, Annabelle Casas, (915) 212-0215

Goal 3: Promote the Visual Image of El Paso

6. That the Solid Waste liens on the attachment posted with this agenda be approved. (See Attachment A) [POSTPONED FROM 01-07-2025] [25-05](#)

Districts 2, 4, 5, 7

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

7. That the Solid Waste liens on the attachment posted with this agenda be approved. (See Attachment B) [25-50](#)

Districts 1, 2, 3, 4, 5, 7, 8

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

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

8. Approve a Resolution in conformity with Section 3.5A of the City Charter to reschedule the Regular City Council Meeting for Tuesday, February 18, 2025 to Tuesday, February 25, 2025 due to El Paso Days in Austin the week of February 17, 2025 creating a lack of quorum. [25-104](#)

All Districts

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

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

9. A Resolution to authorize the expenditure of District 1, 2, 3, 4, 5, and 6 discretionary funds, in an amount not to exceed \$6,000 each, to fund their participation in the El Paso Chamber's El Paso Days in Austin event. [25-111](#)

All Districts

City Manager's Office, Ian Voglewede, (915) 299-9409

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

10. A Resolution to authorize the City Manager to execute a deductive Construction Quantity Notice in the amount of \$328,204.11 to Contract No. 2022-0747 (Rojas Drive Widening), with contractor International Eagle Enterprises, Inc. The original contract amount was \$12,024,880.90. The new contract amount, including this construction quantity notice and all previous construction quantity notices and change orders, is \$11,948,055.73. There is no change in contract time resulting from this change order. The City Manager, or designee, is authorized to execute any documents necessary to carry out the intent of this Resolution. [25-72](#)

District 6

Capital Improvement Department, Yvette Hernandez, (915) 212-1800

CONSENT AGENDA - SPECIAL APPOINTMENT AND RE-APPOINTMENT:

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

11. Re-appointment of candidate Anastasha R. Arditti Vance to fill a Part Time Associate Judge vacancy. This position serves as substitute for the elected Municipal Court trial judges at trial and other court hearings; they preside over arraignments; they serve as magistrates on graveyard shifts. [25-64](#)

All Districts

Municipal Courts, Annabelle Casas, (915) 212-0215

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

12. A Resolution that newly elected Mayor Renard U. Johnson be appointed to the Transportation Policy Board (TPB) for the Metropolitan Planning Organization, to replace former Mayor Oscar Leeser, effective immediately. [25-74](#)

All Districts

Capital Improvement Department, Joaquin Rodriguez, (915) 212-1860

13. A Resolution that Representative Alejandra Chávez be appointed to the Transportation Policy Board (TPB) for the Metropolitan Planning Organization, to fill a currently vacant position on the TPB, effective immediately. [25-129](#)

All Districts

Capital Improvement Department, Joaquin Rodriguez, (915) 212-1860

14. A Resolution that Representative Art Fierro be appointed to the Transportation Policy Board (TPB) for the Metropolitan Planning Organization, to fill a currently vacant position on the TPB, effective immediately. [25-130](#)

All Districts

Capital Improvement Department, Joaquin Rodriguez, (915) 212-1860

CONSENT AGENDA - BOARD RE-APPOINTMENTS:

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

15. Gabriel Ayub to the Greater El Paso Civic, Convention and Tourism Advisory Board by Representative Ivan Niño, District 5. [25-107](#)
Members of the City Council, Representative Ivan Niño, (915) 212-0005

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

16. Representative Josh Acevedo to the Financial Oversight and Audit Committee by Mayor Renard U. Johnson. [25-127](#)
Members of the City Council, Mayor Renard U. Johnson, (915) 212-0021

CONSENT AGENDA - BOARD APPOINTMENTS:

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

17. Representative Alejandra Chávez to the Financial Oversight and Audit Committee by Mayor Renard U. Johnson. [25-123](#)
Members of the City Council, Mayor Renard U. Johnson, (915) 212-0021
18. Representative Deanna Maldonado-Rocha to the Financial Oversight and Audit Committee by Mayor Renard U. Johnson. [25-124](#)
Members of the City Council, Mayor Renard U. Johnson, (915) 212-0021
19. Representative Ivan Niño to the Financial Oversight and Audit Committee by Mayor Renard U. Johnson. [25-125](#)
Members of the City Council, Mayor Renard U. Johnson, (915) 212-0021
20. Representative Chris Canales to the City of El Paso Employees Retirement Trust Board of Trustees by Mayor Renard U. Johnson. [25-126](#)
Members of the City Council, Mayor Renard U. Johnson, (915) 212-0021

CONSENT AGENDA - APPLICATIONS FOR TAX REFUNDS:

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

21. 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) [25-62](#)

All Districts

Tax Office, Maria O. Pasillas, (915) 212-0106

22. 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 exceeding the three (3) year limit. (See Attachment D)

[25-63](#)

All Districts

Tax Office, Maria O. Pasillas, (915) 212-0106

CONSENT AGENDA - NOTICE FOR NOTATION:

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

23. For notation only, Special Projects, Discretionary fund expenditures, and P-Card Transactions for the period of November 21, 2024 - December 20, 2024 for Mayor, City Council Representatives, City Attorney's Office, City Manager's Office and staff.

[25-66](#)

All Districts

City Manager's Office, K. Nicole Cote, (915) 212-1092

CONSENT AGENDA - NOTICE OF CAMPAIGN CONTRIBUTIONS:

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

24. For notation pursuant to Section 2.92.080 of the City Code, receipt of campaign contributions by Representative Ivan Niño in the amount of \$ 1,000.00 from El Paso Electric Company Employees Political Action Committee, \$1,000.00 from Richard Aguilar, \$1,000.00 from Omega General & Electrical Contractors LLC, \$1,000.00 from SNAP Partners LP, and \$2,500.00 from Woody L. & Gayle Hunt.

[25-131](#)

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

25. For notation pursuant to Section 2.92.080 of the City Code, receipt of a campaign contribution by Representative Cynthia Boyar Trejo in the amount of \$2,500 from Woody Hunt.

[25-133](#)

Members of the City Council, Representative Cynthia Boyar Trejo, (915) 212-0004

26. For notation pursuant to Section 2.92.080 of the City Code, receipt of campaign contributions by Mayor Renard U. Johnson in the amounts of \$500.00 from Richard De Santos, \$5,000.00 from Ogechika Alozie, \$5,000.00 from Lane Gaddy, \$500.00 from Albert Gamboa, \$12,000.00 from Julio Chiu, \$5,000.00 from Ronald Malooly Sr., \$2,500.00 from Sundt Texas Political Action Committee, \$500.00 from Cliff Eisenberg, \$5,000.00 from Rick Francis, \$5,000.00 from Woody & Gayle Hunt, \$5,000.00 from Aaron Chiu, \$2,500.00 from Miguel Fernandez, \$1,000.00 from Steve DeGroat, \$500.00 from Victor

[25-137](#)

Arias, \$2,000.00 from Adam Frank, \$5,000.00 from Gerald Rubin, \$1,000.00 from Scott Kesner, \$5,000.00 from Ronald Lowenfield, \$1,000.00 from Paul Porras, \$500.00 from Richard Porras, \$1,000.00 from Crayton Webb, \$2,500.00 from The Law Office of Steve Ortega LLC, \$1,500.00 from Freddy Klayel-Avalos, \$3,000.00 from Paige Fox, \$500.00 from Raymond Palacios, \$600.00 from David Osborne, \$1,000.00 from Roy Lopez, \$4,000.00 from Edward Houghton, \$5,000.00 from Larry Wollschlager, \$5,000.00 from Blake Anderson, \$5,000.00 from Sue Anderson, \$3,000.00 from William Sanders, \$500.00 from Michael and Dawn Gopin, \$1,000.00 from Alvin Johnson, \$500.00 from Ogechika Alozie, \$1,000.00 from Josh Hunt, \$5,000.00 from Julio Chiu, \$3,000.00 from Louann Sanders, \$500.00 from EP Nichols LLC, \$500.00 from Isidro Lopez, \$2,550.00 from Daniel Longoria, \$10,000.00 from Alvin Johnson, \$1,000.00 from Cesar Blanco, \$10,000.00 from TREPAC - Texas Realtors Political Action Committee, \$2,500.00 from Bill Randag, \$10,000.00 from Douglas Schwartz, \$1,500.00 from HNTB Holdings Ltd Political Action Committee, \$2,500.00 from Brent Harris, \$5,000.00 from Fred Loya, \$1,500.00 from Alfredo Corral, \$3,000.00 from Snap Partners LP, \$1,250.00 from International Brotherhood of Electrical Workers, \$2,500.00 from International Brotherhood of Electrical Workers, \$1,500.00 from El Paso Electric Company Employee Political Action Committee, \$1,000.00 from Alvin Johnson, \$975.00 from Severo Hughston, and \$75,000.00 from Ysleta Del Sur.

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

CONSENT AGENDA - REQUEST FOR PROPOSAL:

Goal 8: Nurture and Promote a Healthy, Sustainable Community

27. The linkage to the Strategic Plan is subsection: 8.6 - Provide long-term, cost effective, sustainable regional solid waste solutions.

25-75

Award Summary:

Request that the City Manager or designee is authorized to sign an Amended and Restated Fuel Processing Agreement in a form substantially similar to Exhibit A, by and between City of El Paso and Clean Energy dba California Clean Energy Inc., for a term from the effective date through January 31, 2029. That the City Manager or designee is authorized to sign a Renewable Natural Gas supply contract by and between City of El Paso and Clean Energy dba California Clean Energy Inc., and its subsidiary Clean Energy Renewable Fuels, LLC for a term to begin effective date and end January 31, 2029, as well as any related documents and forms, after review by the City Attorney's office. That the City Manager or designee is authorized to establish the funding sources, effectuate any budget transfers, any related agreements, amendments to such agreements, and documents necessary to carry out the intent of this resolution. That the directors of Environmental Services Department, Mass Transit Department ("Sun Metro") and Airport be authorized to effectuate any related nonmaterial documents, and amendments to the agreements pertaining to their respective departments, as necessary to carry out the intent of this resolution.

Contract Variance:

Not applicable, billed off of usage.

Department: Environmental Services
Award to: Clean Energy dba California Clean Energy Inc.
City & State: Newport Beach, CA
Current Contract Estimated Amount: Billed off of usage
Change Order Award: Billed off of usage
Total estimated Amount not to Exceed: Billed off of usage
Account(s): 334 - 3100 - 530020 - 34080 - P3480
334 - 3100 - 530020 - 34080 - P3486
Funding Source(s): Environmental Services Funding
District(s): All

This was a Request for Proposals Award - service contract.

All Districts

Purchasing and Strategic Sourcing, K. Nicole Cote, (915) 212-1092
Environmental Services Department, Nicholas N. Ybarra, (915) 212-6025

CONSENT AGENDA - BIDS:

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

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

[25-68](#)

Award Summary:

The request that the Managing Director of Purchasing & Strategic Sourcing be authorized to issue Purchase Order(s) to increase contract 2023-0168 Autocar Proprietary Parts and Service to TE of El Paso, LLC. This change order will increase referenced contract by \$168,750.00 for a total estimated amount not to exceed \$843,750.00. This change order will add capacity through the duration of the contract.

Department: Streets and Maintenance
Award to: TE of El Paso, LLC
City & State: El Paso, TX
Current Contract Estimated Amount: \$675,000.00
Change Order Amount: \$168,750.00
Total Estimated Amount not to Exceed: \$843,750.00
Account(s): 532 - 3600 - 531210 - 37020 - P3701 (Parts)
532 - 3600 - 531250 - 37020 - P3701 (Service)
Funding Source(s): Internal Service Fund
District(s): All

This was a Non-Competitive Procurement under Local Government General Exemption: Section 252.022 - (7) a procurement of items that are available from only one source.

All Districts

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

REGULAR AGENDA - MEMBERS OF THE CITY COUNCIL

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

29. Discussion and action to direct the City Manager and City Attorney to conduct a review of all City boards and commissions.

25-122

All Districts

Members of the City Council, Representative Alejandra Chávez, (915) 212-0001

Members of the City Council, Representative Deanna Maldonado-Rocha, (915) 212-0003

Members of the City Council, Representative Cynthia Boyar Trejo, (915) 212-0004

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: 658-646-537#

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/dfad29e838da41fd86052bb264abd397>

REGULAR AGENDA - FIRST READING OF ORDINANCES:

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

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

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

Goal 3: Promote the Visual Image of El Paso

30. An Ordinance renewing and extending the Special Privilege License to Texas Tech University Health Sciences Center for the maintenance, use and repair the surface parking lot, overhead bird netting, and drainage pipes beneath the

25-73

Raynolds Street overpass bridge within a portion of City right-of-way along Alberta Avenue; setting the license term for a term of ten (10) years with an option to renew for one additional ten (10) year term.

Location: Along Alberta Avenue beneath the Raynolds Street overpass bridge
Applicant: Texas Tech University Health Sciences Center, PSPN23-00005

District 2

Planning and Inspections, Philip F. Etiwe, (915) 212-1553
Planning and Inspections, Armida Martinez, (915) 212-1550

PUBLIC HEARING WILL BE HELD ON FEBRUARY 4, 2025

REGULAR AGENDA – OTHER BIDS, CONTRACTS, PROCUREMENTS:

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

31. The linkage to the Strategic Plan is subsection: No. 1.1 Grow existing and attract new target industries, including advanced manufacturing and international development; creating an innovation-driven culture of technology that fosters economic prosperity and creates high-paying career pathways.

[25-71](#)

Award Summary:

Discussion and action on the request that City Manager is authorized to execute the Design-Build documents considered to be the agreement ("Contract") between the City of El Paso and Jordan Forster Construction, LLC, for the project known as the 2024-0272R Advanced Manufacturing District in an initial amount of two million eight hundred fifteen thousand one hundred twenty seven and 16/100 dollars (\$2,815,127.16) for work prior to the execution of the Design-Build Amendment; and that the City Engineer is authorized to approve additional preconstruction services in the amount of \$50,000.00 if the services are necessary for the proper execution of the project.

Department: Capital Improvement

Award to: Jordan Foster Construction, LLC

City & State: El Paso, TX

Item(s): Pre-Construction Services

Total Estimated Award: \$2,815,127.16

Account(s): 562-3080-62330-580270-G6A23BBRC

562-3010-62330-580270-G6A23BBRC

Funding Source(s): Department of Commerce's Build Back Better Regional Challenge Grant and Airport Enterprise Funds

District(s): All

This was a Design-Build Procurement - Service Contract.

The Purchasing & Strategic Sourcing and Capital Improvement Departments recommend award as indicated to Jordan Foster Construction, LLC the Design-build team offering the best value on the basis of the published selection criteria and on its ranking evaluations.

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

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

All Districts

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

Goal 8: Nurture and Promote a Healthy, Sustainable Community

32. The linkage to the Strategic Plan is subsection: 8.6 Provide long-term, cost effective, sustainable regional solid waste solutions. [25-70](#)

Award Summary:

Discussion and action that the Managing Director of the Purchasing & Strategic Sourcing Department be authorized to issue Purchase Order(s) to Epax Systems, Inc., the sole authorized distributor of Bergmann's Waste and Recycling equipment in North America to include all parts for the Mobile Roller Crusher for Environmental Services Department for a one-time purchase for an estimated amount of \$172,370.00. This contract will add this equipment for the Customer Collection Station Operations.

Contract Variance:

Not applicable, new contract.

Department: Environmental Services

Award to: Epax Systems, Inc.

City & State: Panorama City, CA

Item(s): All

Initial Term: One-time

Option Term: NA

Total Contract Time: One-time

Annual Estimated Award: NA

Initial Term Estimated Award: \$172,370.00

Option Term Estimated Award: NA

Total Estimated Award \$172,370.00

Account(s): 334 - 3150 - 34100 - 580290 - P3410 - PESD00250

Funding Source(s): Environmental Services Operating

District(s): All

Non-Competitive Procurement under Local Government General Exemption: Section 252.022 - (7) a procurement of items that are available from only one source - (A) items that are available from only one source because of patents, copyrights, secret processes, or natural monopolies.

The Purchasing & Strategic Sourcing Department and Environmental Department recommend award as indicated to Epax Systems, Inc., under the exemption listed above.

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

All Districts

Purchasing and Strategic Sourcing, K. Nicole Cote, (915) 212-1092
Environmental Services Department, Nicholas N. Ybarra, (915) 212-6025

REGULAR AGENDA – PUBLIC HEARINGS AND SECOND READING OF ORDINANCES:

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

33. An Ordinance amending Title 12 (Vehicles and Traffic), Chapter 12.88 Schedules), Section 12.88.200 (Schedule XVII-Restrictions on Parking in Residential Districts), Subsection Zone O: No Parking Any Time, Tow Away Zone, of the El Paso City Code, to add Item 2: 3720 E. San Antonio Ave. to 3828 E. San Antonio Ave., south side only; to add Item 3: Gateway Blvd. South from E. San Antonio Ave. to Findley Ave., west side only; to add Item 4: 3700 Findley Ave. to 3821 Findley Ave., north side only; to add Item 5: 3808 Findley Ave. to 3816 Findley Ave., south side only; to add Item 6: Alley Between E. San Antonio Ave. and Findley Ave., from Stevens St. to E. San Antonio Ave., both sides; to add Item 7: S. Stevens St. from Findley Ave. to the alley of Findley Ave., east side only; to add Item 8: S. Latta St. from E. San Antonio Ave. to Findley Ave., both sides; the penalty being provided In Chapter 12.88 of the El Paso City Code. [25-13](#)

District 2

Streets and Maintenance, Jose N. Hernandez, (915) 212-7002

REGULAR AGENDA - OTHER BUSINESS:

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

34. Discussion and action to approve budget transfer to increase FY2025 Confiscated Funds and Appropriations a total of \$460,300 in State and Federal Confiscated Funds. [25-76](#)

All Districts

Police, Chief Peter Pacillas, (915) 212-4302

EXECUTIVE SESSION

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

during the meeting, bring forward any of the following items for public discussion, as appropriate.

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

ADJOURN

NOTICE TO THE PUBLIC:

Sign Language interpreters are provided for Regular City Council Meetings. If you need Spanish Interpretation Services, please email CityClerk@elpasotexas.gov by 12:00 p.m. on the Friday before the meeting.

Si usted necesita servicios de interpretación en español, favor de enviar un correo electrónico a CityClerk@elpasotexas.gov a mas tardar a las 12:00 p.m. del viernes previo a la fecha de la junta.

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

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



El Paso, TX

300 N. Campbell
El Paso, TX

Legislation Text

File #: 25-77, 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 January 7, 2025 and the Special Meeting of December 20, 2024.

RENARD U. JOHNSON
MAYOR

DIONNE MACK
CITY MANAGER



CITY COUNCIL
ALEJANDRA CHÁVEZ, DISTRICT 1
JOSH ACEVEDO, DISTRICT 2
DEANNA MALDONADO-ROCHA, DISTRICT 3
CYNTHIA BOYAR TREJO, DISTRICT 4
IVAN NIÑO, DISTRICT 5
ART FIERRO, DISTRICT 6
LILY LIMÓN, DISTRICT 7
CHRIS CANALES, DISTRICT 8

MINUTES FOR REGULAR COUNCIL MEETING

January 7, 2025
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 9:02 a.m. Mayor Renard Johnson was present and presiding and the following Council Members answered roll call: Alejandra Chávez, Josh Acevedo, Deanna Maldonado-Rocha, Cynthia Boyar Trejo, Ivan Niño, Art Fierro, Lily Limón, and Chris Canales.

INVOCATION BY EL PASO POLICE SENIOR CHAPLAIN DAVID MAYFIELD

PLEDGE OF ALLEGIANCE

REGULAR AGENDA AGENDA – OTHER BUSINESS:

MEMBERS OF THE CITY COUNCIL

1. Discussion and action on the election of Mayor Pro Tempore and Alternate Mayor Pro Tempore.

Motion made by Representative Niño, seconded by Representative Acevedo, and unanimously carried to **ELECT** Alejandra Chávez as Mayor Pro Tempore and Art Fierro as Alternate Mayor Pro Tempore.

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

2. **RESOLUTION ADOPTING THE
RULES OF ORDER FOR THE EL PASO CITY COUNCIL
REVISED, AS EFFECTIVE JANUARY 7TH, 2025.**

SECTION 1. PURPOSE OF RESOLUTION

This Resolution is adopted pursuant to Section 3.5.B of the Charter of the City of El Paso as a procedural guide for the benefit of the City Council and for the general information of the public. These rules shall apply to regular, special and work session meetings at which action

is to be taken, but shall not apply to meetings for committees of the City Council or to informational gatherings of the Council.

SECTION 2. RULES OF ORDER

Robert's Rules of Order Revised shall govern the procedures of Council unless they are in conflict with these rules.

SECTION 3. EFFECT OF FAILURE TO FOLLOW THESE RULES

No action of the Council that is otherwise legal shall be invalidated merely by reason of the failure of the Council or City staff to follow these Rules of Order, unless the majority of the Council agrees that such action shall be invalidated.

SECTION 4. STANDING

No one other than a member of the City Council shall have standing to assert before the Council that any action taken by the Council is invalid by reason of the Council's failure to comply with these Rules of Order.

SECTION 5. SUSPENSION OF RULES

These rules may be suspended temporarily by a majority of the Council members present and voting, except as they pertain to a quorum, or to the majority required for any motion, or to other matters pre-empted by laws other than those Rules of Order.

SECTION 6. PRESIDING OFFICER

The Mayor shall preside at all meetings of the City Council, but if for any reason he is absent from the City, sick or unable to act, then the Mayor Pro Tempore shall preside at such meetings and at such times shall exercise all of the powers and discharge the duties of the Mayor, except that the Mayor Pro Tempore shall vote as a Representative. In the absence or inability of both the Mayor and the Mayor Pro Tempore, the Alternate Mayor Pro Tempore shall preside and shall vote as a Representative. Upon the arrival of the Mayor, the Mayor Pro Tempore or the Alternate Mayor Pro Tempore, the acting chairman shall immediately relinquish the chair upon the conclusion of the business immediately pending before the Council.

The presiding officer shall preserve strict order and decorum at all regular and special meetings of the Council, and shall state questions coming before the Council as necessary for clarity, and shall announce the decision of the Council on all subjects. The Presiding Officer shall disable the microphone at the podium when he determines that the speaker has violated council rules of order.

SECTION 7. QUESTIONS OF ORDER

All questions of order shall be decided by the presiding officer with the right of appeal from his or her decision to the Council that is present, the majority of whom, present and voting, may override the decision.

SECTION 8. VOTING

The electronic voting system shall be utilized for the casting of the roll call votes of the Council in Council Chambers except as otherwise provided herein. The City Clerk shall call for an electronic vote and each Representative shall, without undue delay, cast his or her vote on the electronic voting system. When all votes have been cast, the City Clerk will review, announce and display the results of the voting, and staff will capture the display on the digital recording of the meeting or fully read the results into the record. In the event of a tie vote, the City Clerk will announce the results and call for the Mayor's vote before displaying the results. Any error in voting or any discrepancy between the display of the votes and the City Clerk's announcement of the results shall be corrected prior to the time that the Council proceeds to consider the next agenda item.

The requirements under this section for the use of the electronic voting system shall be automatically suspended under the following circumstances and for the duration as announced by the City Clerk: (a) upon the announcement of the City Clerk that the electronic voting system is not working properly; (b) for votes on procedural matters including motions to recess and to take an agenda item out of order, and votes by acclamation; (c) when the Council is voting on more than one agenda item simultaneously; and (d) when more than one vote will be taken pertaining to an agenda item and in such instance, the City Clerk shall announce which vote shall be taken by use of the electronic voting system and which vote(s) shall be taken only by voice vote.

In the event that the use of the electronic voting system is suspended or the system is otherwise not available, the City Clerk shall call the roll beginning with the Representative seated furthest to the Mayor's right and continuing in that order. Each Representative shall audibly indicate his or her vote.

Records of all roll call votes shall be incorporated in the Minutes of the meeting.

SECTION 9. RECORDED DEBATE

A Representative may request, through the presiding officer, to have an abstract of his or her statement on any subject under consideration by the Council entered in the Minutes or to attach any document referenced during a Council meeting to the Minutes. The recording secretary may be directed by the presiding officer to enter in the Minutes a synopsis of the discussion on any question coming before the Council.

SECTION 10. ORDER OF PRECEDENCE OF MOTIONS

The order of procedure of motions is set forth in Exhibit "A" attached hereto and fully incorporated by reference.

SECTION 11. MOTION TO RECONSIDER

A motion to reconsider any action taken by the Council may be made at any time prior to adjournment of the same meeting at which such action was taken.

SECTION 12. OBTAINING THE FLOOR

Every person desiring to speak shall address the presiding officer, and when recognized by the presiding officer, shall address only the question under consideration. There will not be a time limit to the time allowed for each Representative to have the floor, and the Presiding officer has discretion to end discussion on an item, or to give the floor to another representative.

SECTION 13. RIGHT OF CITIZENS TO BE HEARD

Public Hearings/Agenda Items:

Any member of the public shall have a reasonable opportunity to be heard at all public hearings of the City Council in regard to any and all matters to be considered at such hearings that are germane and relative to any subject matter of City affairs or business which is within the scope of the authority and legislative functions of the City Council. Provided, however, that the time allowed for each citizen's appearance before City Council will be limited to a fixed number of minutes at the discretion of the presiding officer. Members of the public will usually be granted three (3) minutes to present their position on issues. If a member of the public addresses City Council through a translator into English, he or she will be granted six (6) minutes to present. Time will be kept by the City Clerk. The presiding officer may grant a speaker additional time at his or her discretion.

Public Comment/Non Agenda Items:

A maximum of sixty (60) minutes will be allotted for a public comment portion of each regular City Council meeting. The City Council will designate time to allow members of the public to have a reasonable opportunity to provide comment on items not already posted on the agenda, except that no person shall engage in political advertising contrary to state law. Persons wishing to provide comment during the public comment portion of the City Council agenda must sign up prior to 9:00 a.m. on the day of the City Council meeting either online or by using the sign-in sheet for the public outside of Council Chambers on the day of the Council meeting up until 9:00 a.m. Any person signing up to provide comment during the public comment portion of the agenda must provide their name, address and a short description of the topic(s) of their comment. Members of the public are required to speak on the topic identified upon the sign-in sheet. If the speaker is a lobbyist, he or she must indicate that fact on the audience participation sheet and prior to commencing his/her comments in compliance with the City's Lobbying Ordinance. Members of the public may not grant their time to another nor may they purport to speak for another who is not present at the meeting. If someone would like a document or letter to become a part of the record, they may do so by providing the City Clerk with copies of the document or letter no later than 9:00 a.m. on the morning of the meeting, which will be distributed to the Council. It shall not be necessary to read the letter into the record. Interpretation services are only to be provided by the certified interpreter provided by the City.

A document camera and projection system ("Overhead Projector") is available for use for public comment on posted items and call to the public. Members of the public shall submit any document they wish to present on the Overhead Projector to the City Clerk no later than close of business on the previous City business day before the meeting date. Any document that contains insulting, profane, threatening or abusive language, nudity, or campaign material will be rejected. City Staff will assist members of the public in using the Overhead Projector during the meeting. In order to ensure cyber security, members of the public are prohibited from sending or utilizing presentations in any electronic format, including but not limited to email, and from using a Universal Serial Bus (USB) compact disk (CD) or digital versatile disk (DVD) for public comment and call to the public. A member of the public who wishes to make an electronic presentation may bring printed documents to the City Clerk's office no later than close of business on the previous City business day before the meeting date to be scanned for presentation during the meeting.

To facilitate the receiving of comment from as many citizens as possible who are interested in bringing topics forward to the City Council for comment, a person may sign up to obtain one-time slot to speak or otherwise make a presentation on one or more specified topics during the public comment portion of a City Council meeting. This provision does not restrict any member of the public from signing up to speak on items posted on the regular agenda or to ask questions regarding items posted on the consent agenda.

The time allotted for the public comment portion of the agenda shall be uniformly divided among those who have signed up to obtain a time slot and participate and except as provided below, no speaker will have more than three (3) minutes to speak or otherwise make a presentation, regardless of the number of topics a speaker wishes to address within his or her time slot. At the beginning of the public comment portion of the agenda, the City Clerk will make one announcement as to the amount of time that each person has to provide comment. The City Clerk will call each person signed up to make comment to the podium in the order that they signed up to speak and will keep time. Each topic brought forward will be for comment from the speaker and may not be deliberated by the members of Council nor rebutted or debated by members of the public. Any member of the City Council may propose that the topic

commented on be posted by staff on a future Council meeting agenda for the Council's discussion and action.

The presiding officer at his or her discretion may grant a speaker one (1) additional minute to wrap up his or her comments regardless of whether the allotted sixty (60) minutes will otherwise be taken up by the others making comment.

Members of the public wishing to ask a question regarding an item posted on the consent agenda or to speak regarding an item posted on the regular agenda must sign up prior to 9:00 a.m. on the day of the City Council meeting. The City Clerk shall make available the sign-in sheet for the public outside of Council Chambers on the day of the Council meeting up until 9:00 a.m. or online prior to 9:00 a.m. Persons may sign up to address multiple items, however this does not mean it is permissible to "mark all" or to sign up for every item "just in case" they wish to speak when the discussion on an item takes place. If a member of the public wishes to speak regarding an item, but did not sign up by 9:00 am, he or she may notify the City Clerk at any time prior to the call to vote on the item.

Members of the public who do not desire to speak but want to register support or opposition to an item on the agenda may do so by indicating their position on the audience participation form. The City Clerk will notify the Council of the number of position statements received and the tally when the agenda item is announced.

At the time that the consent agenda is taken up for consideration, the City Clerk shall advise the Mayor Pro Tempore whether persons in the audience have signed up to ask a question regarding an item posted on the consent agenda. The Mayor Pro Tempore shall have the floor and may ask the City Clerk to call those individuals up to the podium to hear their questions. At that time, the City Clerk will announce the agenda item number and call the person to the podium. The Mayor Pro Tempore may request the City Manager to respond to the questions raised by the members of the public. In his or her discretion, the Mayor Pro Tem may move the consent agenda item to the regular agenda for continued discussion and action by the City Council.

Members of Council may move to overrule the determinations by the Mayor Pro Tempore under this section by a simple majority vote of the Council members present and voting.

No person may speak a second time except by permission of the presiding officer, and further, no person shall be heard a second time until all persons desiring to speak once have been given the opportunity to do so.

Personal attacks are not permitted. Members of the public should address their questions to the Council, not to the staff. Council may in turn ask staff to provide input.

Members of the public may be asked to leave or be removed from Council Chambers if it is determined that they are disruptive to the meeting. Such determination will be made by the presiding officer. Members of Council may move to overrule such determination by the presiding officer subject to a simple majority vote of Council, present and voting.

SECTION 14. CALLING AND ORDER OF AGENDA ITEMS

Executive Session will be scheduled at the end of the meeting or other such time as determined by the Council. The Invocation and Pledge of Allegiance will take place no sooner than 9:00 a.m. Thereafter, the proceedings will take place as specified on the Attached **Exhibit "B"*****.

Items accepting or acknowledging donations to the City will be taken prior to consideration of the consent agenda. Items removed from the consent agenda by the Mayor Pro Tempore or

at the request of other Council members will be considered at the time when items for the related department are being considered or as otherwise requested by the Mayor Pro Tempore. The introduction of ordinances will be considered first on the regular agenda, followed by the procurement items posted on the regular agenda by the Financial Services and/or Engineering and Construction Management departments, and any reports or updates from the City's Committees, Boards and Commissions.

Notwithstanding the above provisions, the City Manager shall direct the placement of all matters relating to the City Council's adoption of the annual City budget and associated matters relating to the start of each new fiscal year and the adoption of the tax levy on one or more agendas so as to meet all required statutory and charter deadlines.

At the time that each agenda item is to be considered by the City Council, the City Clerk will announce all agenda items by number and a brief statement as to the nature of the item when appropriate. In the case of a revision, the City Clerk or staff shall read the item into the record, as appropriate.

SECTION 15. PARLIAMENTARIAN

The City Clerk and the Deputy City Clerk are confirmed to serve as Parliamentarian and Alternate Parliamentarian, respectively.

SECTION 16. USE OF ELECTRONIC DEVICES

Electronic devices within Council chambers shall be used in accordance with all established City practices and procedures and as directed by Information Technology Department staff providing support services during a meeting. City staff, other than the dignitary protection officers, and members of the public shall turn off the signals of all pagers, cellular telephones and other devices capable of making an audible signal and shall not make or take any telephone calls while in Council chambers once a Council meeting has been called to order.

Members of the City Council shall not use any electronic devices other than the desk top computers provided by the City of El Paso located at their seats during any City Council meeting or City Council work sessions. The use of communication devices of any kind, including but not limited to: hand-held portable communication devices, cellphones, computers, tablets, laptops, watches, etc. is expressly prohibited during City Council meetings and shall not be allowed in the room during closed sessions unless they are being used to aid in executive session presentations.

If the City Council member needs to take a telephone call, respond to a text message, etc. during a meeting, he or she must excuse themselves from the dais or room where the closed session is taking place to engage in that communication.

The use of the desktop computers during City Council shall be limited to voting, viewing presentations, research to aid the council member and communication via email to staff. During meetings, City Council members shall not text, tweet, blog, post on Facebook, Instagram or use any other social media platform.

SECTION 17. TIME AND LOCATION OF MEETINGS

The Mayor and Council may by action of Council approved by a majority of Council, reschedule the time and place of any City Council meeting in accordance with the requirements of the Texas Open Meetings Act.

**Exhibits available at the City Clerk's Office.

Representative Canales commented.

Motion made by Alternate Mayor Pro Tempore Fierro, seconded by Representative Rocha, and unanimously carried to **APPROVE** the Resolution.

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

.....
NOTICE TO THE PUBLIC

Motion made by Representative Acevedo, seconded by Representative Canales, 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 Chávez, Acevedo, Rocha, Trejo, Niño, Fierro, Limón, and Canales
NAYS: None

.....
CONSENT AGENDA – APPROVAL OF MINUTES:

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

-
3. *Motion made, seconded, and unanimously carried to **APPROVE** the Minutes of the Regular City Council Meeting of December 17, 2024, the Work Session of December 16, 2024, and the Agenda Review Meeting of December 16, 2024.
-

CONSENT AGENDA – REQUEST TO EXCUSE ABSENT CITY COUNCIL MEMBERS:

-
4. REQUEST TO EXCUSE ABSENT CITY COUNCIL MEMEBERS

***NO ACTION** was taken on this item.

.....
CONSENT AGENDA – RESOLUTIONS:

.....
Goal 3: Promote the Visual Image of El Paso

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

Representative Canales commented.

1ST MOTION

*Motion made, seconded, and unanimously carried to **MOVE** the item to the **REGULAR AGENDA**.

2ND AND FINAL MOTION

Motion made by Representative Limón, seconded by Representative Fierro, and unanimously carried to **POSTPONE TWO WEEKS** the Solid Waste liens listed below:

| Address | Owner of Record | Amount | District |
|----------------------|-------------------------------------|----------|----------|
| 5125 SIERRA MADRE DR | DUARTE DAVID R & ZAPATA MARTHA A | \$535.50 | 2 |

| | | | |
|-----------------------------|-------------------------------|----------|---|
| 8120 LEO ST | RAMIREZ EVERARDO | \$565.00 | 2 |
| 8311 MOUNT SCOTT DR | PESAE ISMAEL | \$451.50 | 2 |
| 5008 ANCHORAGE AVE | GONZALEZ DAVID R & ANGIE | \$565.00 | 4 |
| 5100 YVETTE AVE | BOWEN CLOYD F SR | \$362.50 | 4 |
| 14844 HARRY FLOURNOY AVE | DIAZ LUIS JR & VEGA JESSICA M | \$382.00 | 5 |
| 301 SERENO | SAWYER CHRISTOPHER & ANDREA | \$366.00 | 7 |
| 8770 ROSEWAY DR | CERVANTES MARIA | \$443.00 | 7 |
| 8784 BUENA PARK DR | MEDINA JUAN A & MARTHA G | \$490.00 | 7 |

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

.....
CONSENT AGENDA – APPLICATIONS FOR TAX REFUNDS:

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

6. *Motion made, seconded, and unanimously carried to **APPROVE** the tax refunds greater than \$2,500 listed below:
1. Rosalinda Duran, in the amount of \$3,546.00, made an overpayment on November 6, 2024 of 2024 taxes. (Geo. #P324-999-0090-4500)
 2. CoreLogic, in the amount of \$4,356.51, made an overpayment on November 30, 2023, of 2023 taxes. (Geo. # V887-999-0050-0750)

.....
CONSENT AGENDA –NOTICE OF CAMPAIGN CONTRIBUTIONS:

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

7. *Motion made, seconded, and unanimously carried to **NOTE** pursuant to Section 2.92.080 of the City Code: receipt of campaign contributions by Representative Alejandra Chávez in the amounts of \$1,000 from Douglas Schwartz, \$1,000 from Brent Harris, and \$2,500 from Raymond & Kathy Palacios.

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CONSENT AGENDA – BIDS:

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

8. *Motion made, seconded, and unanimously carried to **AUTHORIZE** the Managing Director of Purchasing & Strategic Sourcing to issue Purchase Order(s) to increase contract 2019-869 Grounds Maintenance-City Facilities to Delta Unlimited, LLC dba Delta Pest Control & Lawn Service. This change order will increase referenced contract by \$190,147.00 for a total Estimated amount not to exceed \$1,232,150.00. This change order will provide additional capacity for the duration of the contract and while a replacement contract is awarded.

| | |
|---------------------------------------|------------------------------------------------------------|
| Department: | Streets and Maintenance |
| Award to: | Delta Unlimited, LLC dba Delta Pest Control & Lawn Service |
| City & State: | El Paso, TX |
| Current Contract Estimated Amount: | \$1,042,003.00 |
| Change Order Award: | \$190,147.00 |
| Total estimated Amount not to Exceed: | \$1,232,150.00 |
| Account(s): | 532-1000-522260-31040-P3120 |
| Funding Source(s): | General Fund |
| District(s): | All |

This was a Best Value Bid Award – unit price contract.

.....
The Regular City Council meeting was **RECESSED** at 9:50 a.m.

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

.....
CALL TO THE PUBLIC – PUBLIC COMMENT:

Ms. Elizabeth Crawford, citizen, commented.

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REGULAR AGENDA – FIRST READING OF ORDINANCES:

.....
Motion made by Representative Acevedo, seconded by Representative Fierro, and unanimously carried that the following Ordinance, having been introduced pursuant to Section 3.9 of the El Paso City Charter, be **ADVERTISED** for public hearing:

AYES: Representatives Chávez, Acevedo, Rocha, Trejo, Niño, Fierro, Limón and Canales

NAYS: None

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

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9. An Ordinance amending Title 12 (Vehicles and Traffic), Chapter 12.88 Schedules), Section 2.88.200 (Schedule XVII-Restrictions on Parking in Residential Districts), Subsection Zone O: No Parking Any Time, Tow Away Zone, of the El Paso City Code, to add Item 2: 3720 E. San Antonio Ave. to 3828 E. San Antonio Ave., south side only; to add Item 3: Gateway Blvd. South from E. San Antonio Ave. to Findley Ave., west side only; to add Item 4: 3700 Findley Ave. to 3821 Findley Ave., north side only; to add Item 5: 3808 Findley Ave. to 3816 Findley Ave., south side only; to add Item 6: Alley Between E. San Antonio Ave. and Findley Ave., from Stevens St. to E. San Antonio Ave., both sides; to add Item 7: S. Stevens St. from Findley Ave. to the alley of Findley Ave., east side only; to add Item 8: S. Latta St. from E. San Antonio Ave. to Findley Ave., both sides; the penalty being provided In Chapter 12.88 of the El Paso City Code.

.....
PUBLIC HEARING WILL BE HELD ON JANUARY 22, 2025

.....
REGULAR AGENDA – OTHER BIDS, CONTRACTS, PROCUREMENTS:

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

-
10. Motion made by Representative Acevedo, seconded by Representative Limón, and unanimously carried to **APPROVE** the removal of award of Task Order 2 under Solicitation

2023-0397 in support of the Wainwright Park Phase II project to Keystone GC LLC in an estimated award of \$721,242.31. Project's scope of work complete the park to include zip line playground equipment, landscaping, resurface of existing basketball court, and new metal canopy.

Representatives Acevedo and Canales commented.

Ms. Yvette Hernandez, City Engineer commented.

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

REGULAR AGENDA – EMERGENCY ORDINANCES:

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

11. ORDINANCE 019703

**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, 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 response to potential street releases and partly pursuant to Emergency Ordinance No. 019333, the El Paso City-County Office of Emergency Management (“OEM”) reallocated COVID-19 Operations staff to assist as migrant shelter surge staff and created a job specification, for general disaster operations to include humanitarian relief duties to hire and assign staff to assist with NGO capacity; and

WHEREAS, in the Fall of 2022, at least partly pursuant to the authority contained in Emergency Ordinance No. 019333, 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 Director of Aviation has the authority, as granted by the El Paso City Council, to manage the day-to-day operations 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, from time to time during the migration waves, EPIA in recent past, has become saturated with migrants awaiting air travel and has needed 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 four international ports of entry between Texas and Mexico; and

WHEREAS, at times during the pendency of Emergency Ordinance No. 019333, border officials have barricaded and closed down the Paso del Norte bridge due to a breach of public safety involving hundreds of migrants present on the bridge attributed to rumors about the relaxation of immigration restrictions circulated on social media sites, which has caused significant delays at the international ports-of-entry involving trade; and

WHEREAS, the encampment of large groups of migrants on City rights of way, parks and other City property at one point led to street closures and cessation of the streetcar service and reassignment of City staff required to ensure safety and sanitary conditions in that area; and

WHEREAS, in order to protect the health of persons in the municipality, the City Council wishes to continue to assist the local non-governmental organizations (“NGOs”) with surge staff, coordination of resources and supplies, and transportation in light of the continued high number of community releases; 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, at that time and subsequent to that time, tens of thousands of migrants from Latin America and around the world 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 El Paso sector of U.S. Customs and Border Patrol (“CBP”) had 256,102 land border encounters and over 180,581 community releases in the federal fiscal year 2024; and

WHEREAS, for federal fiscal year 2025, the Southwest had 101,138 migrant encounters; and

WHEREAS, when the CBP Central Processing Center is over capacity and the NGO space is unavailable, that is when the potential for street releases arises; 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, there are significant public safety and security concerns related to the waves of migration, including but not limited to the risk of 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, 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 these waves of migrants; and

WHEREAS, the White House issued a proclamation, effective June 5, 2024, limiting asylum eligibility, and increasing the consequences for crossing the southern border without authorization; 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; and

WHEREAS, this document reflects the authority of the City of El Paso's Office of Emergency Management in the handling of the local mass migration and is separate and apart from any authority possessed by any other jurisdiction on migrant issues.

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.

Representative Limón commented.

Mr. Mario D'Agostino, Deputy City Manager, commented.

Motion made by Alternate Mayor Pro Tempore Fierro, seconded by Representative Niño, and unanimously carried that the Ordinance be **ADOPTED**.

AYES: Representatives Chávez, Acevedo, Rocha, Trejo, Niño, Fierro, Limón and Canales

NAYS: None

Mayor Johnson consented to the adoption of the Emergency Ordinance.

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

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

The City Clerk read an Ordinance entitled: **AN ORDINANCE AMENDING TITLE 9 (HEALTH AND SAFETY), CHAPTER 9.52 (FIRE PREVENTION CODE), SECTION 9.52.030.5 (SECTION 105.5 REQUIRED OPERATIONAL PERMITS), SUBSECTION 105.5.56.1 (DEFINITIONS) TO ADD DEFINITION OF "FIRE RESPONSE EXPENSE"; SECTION 9.52.030.5 (SECTION 105.5 REQUIRED OPERATIONAL PERMITS), SUBSECTION 105.5.56.6 (PERMIT REQUIREMENTS) TO ADD BIENNIAL INSPECTIONS; SECTION 9.52.030.5 (SECTION 105.5 REQUIRED OPERATIONAL PERMITS), SUBSECTION 105.5.56.7 (STORAGE) TO AMEND THE HEIGHT LIMIT OF COMBUSTIBLE MATERIALS PER UNIT; SECTION 9.52.030.5 (SECTION 105.5 REQUIRED OPERATIONAL PERMITS) TO ADD SUBSECTION 105.5.56.10 (RESPONSE EXPENSES) TO ADD RESPONSE EXPENSES FOR PERMIT HOLDERS STEMMING FROM FIRE EVENTS, THE PENALTY AS PROVIDED IN SECTION 9.52.030.17 OF THE EL PASO CITY CODE.**

Representatives Acevedo, Fierro, and Canales commented.

The following City staff members commented:

- Fire Chief Jonathan Killings
- Ms. Dionne Mack, City Manager

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

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

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

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

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

The City Clerk read an Ordinance entitled: **AN ORDINANCE AMENDING TITLE 12 (VEHICLES AND TRAFFIC), CHAPTER 12.44 (STOPPING, STANDING AND PARKING GENERALLY), SECTION 12.44.280 (RESTRICTIONS ON PARKING IN RESIDENTIAL PARKING DISTRICTS) OF THE EL PASO CITY CODE TO PERFORM THE FOLLOWING: AMEND PARA GRAPH A (POLICY) TO ADD "RECREATIONAL AND ENTERTAINMENT" FOR RESIDENTIAL USES; TO DELETE "TO PRESERVE THE VALUE OF THE PROPERTY IN THOSE DISTRICTS"; AMEND PARAGRAPH B (DEFINITIONS) TO ADD "APPLICANT"; AMEND "LIGHT DENSITY RESIDENTIAL DISTRICT"; AMEND "RESIDENT"; AMEND "RESIDENTIAL PROPERTY"; ADD TO PARAGRAPH C (CREATION OF RESIDENTIAL PARKING DISTRICTS) SUBPARAGRAPH 2 (CRITERIA) ITEM H "OR MEDIUM" AFTER LIGHT; TO DELETE PARAGRAPH G (PARKING PERMITS) SUBPARAGRAPH 4 (LIMITATIONS ON THE ISSUANCE OF PARKING PERMITS) ITEM D; AND TO ADD PARAGRAPH G (PARKING PERMITS) SUBPARAGRAPH 4 (LIMITATIONS ON THE ISSUANCE OF PARKING PERMITS) ITEM D. THE PENALTY AS PROVIDED IN 12.84.010 OF THE EL PASO CITY CODE.**

Mayor Johnson and Representatives Acevedo, and Canales commented.

The following City staff members commented:

- Mr. Richard Bristol, Streets and Maintenance Director
- Mr. Jose Hernandez, Streets and Maintenance Traffic Engineer
- Ms. Karla Nieman, City Attorney
- Ms. Dionne Mack, City Manager

Motion duly made by Alternate Mayor Pro Tempore Fierro, seconded by Representative Niño, and carried that the Ordinance be **ADOPTED**.

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

AYES: Representatives Chávez, Acevedo, Rocha, Trejo, Niño, Fierro, Limón and Canales

NAYS: None

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

REGULAR AGENDA – OTHER BUSINESS:

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

14.

R E S O L U T I O N

WHEREAS, the City of El Paso issued a 2012-2013 Certificate of Obligation in the amount of \$221,012,305.19 for street reconstruction ("Certificate of Obligation"); and

WHEREAS, \$797,632.00 of the Certificate of Obligation was identified for use on the Phillipy Court reconstruction; and

WHEREAS, subsequently, Phillipy Court failed to qualify as a city street eligible for reconstruction pursuant to the Certificate of Obligation program; and

WHEREAS, City staff recommends the proposed Phillipy Court reconstruction be deprogrammed from the 2012-2013 Certificate of Obligation program; and

WHEREAS, City staff recommends funding, in the amount of \$160,000.00 as identified on Exhibit "A", intended for reconstruction of Phillipy Court be reprogrammed for use on the "Mexican American Cultural Center", as shown on Exhibit "A"; and

WHEREAS, City staff recommends funding, in the amount in the amount of \$637,632.00 as identified on Exhibit "A", intended for reconstruction of Phillipy Court be reprogrammed for use on the "MCAD Art Museum HVAC Replacement", as shown on Exhibit "A"; and

WHEREAS, City staff further recommends a budget transfer, in the amount of \$113,238.00 from project savings as identified on Exhibit "A", from Unprogrammed Project Balances created from projects savings identified within the 2012-2013 & 2017 Certificate of Obligations for use on the "MCAD Art Museum HVAC Replacement", as shown on Exhibit "A".

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

THAT the City Manager, or designee, be authorized to deprogram the proposed Phillipy Court reconstruction;

THAT the City Manager, or designee, be authorized to make necessary budget transfers and execute any and all necessary documents to reprogram the funding from the deprogrammed Phillipy Court reconstruction in the amount of \$160,000.00, for use on the "Mexican American Cultural Center" and, to reprogram the remaining funding from the deprogrammed Phillipy Court reconstruction in the amount of \$637,632.00, for use on the "MCAD Art Museum HVAC Replacement", as identified on Exhibit "A";

THAT the City Manager, or designee, be authorized to make necessary budget transfers and execute any and all necessary documents to transfer funding from the Unprogrammed Project Balances in the amount of \$113,238.00, for use on the "MCAD Art Museum HVAC Replacement", as identified on Exhibit "A".

| Exhibit A | | |
|----------------------------|--------------|---------------------------------------------------------------------------------------------|
| Project | Budget | Recommended Action |
| MACC | \$160,000.00 | Deprogram Phillipy Recon and reallocate funds to MACC and MCAD Art Museum HVAC |
| MCAD Art Museum HVAC | \$637,632.00 | |
| Total Recommended Transfer | | \$797,632.00 |
| | | |
| Project | Budget | Recommended Action |
| MCAD Art Museum HVAC | \$113,238.00 | Transfer funding from the Unprogrammed Project Balances for the use of MCAD Art Museum HVAC |
| | | |
| Total Recommended Transfer | | \$113,238.00 |
| | | |
| | | |
| | | |

Representative Limón commented.

The following City staff members commented:

- Ms. Yvette Hernandez, City Engineer
- Mr. Ben Fyffe, Museums and Cultural Affairs Managing Director

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

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

15.

RESOLUTION

That the City Manager, or designee, is authorized to effectuate the purchase and closing of a 1.1720-acre parcel of property legally described as a portion of Tract 1, Section 32, Block 80, Township 1, TEXAS AND PACIFIC RAILWAY COMPANY SURVEYS, in the City

of El Paso, El Paso County Texas including any and all improvements located on the Property for \$612,612 dollars.

Further, the City Manager or designee is authorized to: (1) execute a Contract of Sale with JPMorgan Chase Bank, National Association, Successor by Merger to Chase Bank of Texas, National Association, Trustee of the Wilma Donohue Moleen Foundation, (2) sign any and all documents related and/or necessary to effectuate the purchase and closing of the property, (3) exercise all rights and obligations as provided in the Contract of Sale, (4) sign any documents necessary to effectuate any rights or obligations in relation to the purchase and closing of the property, (5) sign any contract amendments provided that such amendments do not increase the purchase price, and (6) use the MPO Match funds and effectuate any budget transfers necessary to ensure the funds are obligated and fully expended in accordance with the funding requirements.

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

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

.....
Motion made by Representative Acevedo, seconded by Representative Canales, and unanimously carried to **ADJOURN** this meeting at 12:04 p.m.

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

.....
APPROVED AS TO CONTENT:

Laura D. Prine, City Clerk

OSCAR LEESER
MAYOR

DIONNE MACK
CITY MANAGER



CITY COUNCIL
BRIAN KENNEDY, DISTRICT 1
JOSH ACEVEDO, 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
December 20, 2024
Council Chambers, City Hall, 300 N. Campbell and Virtually
7:00 P.M.

.....
The City Council of the City of El Paso met at the above place and date. Meeting was called to order at 7:00 p.m. Mayor Oscar Leeser was present and presiding and the following Council Members answered roll call: Josh Acevedo, and Joe Molinar. Late arrivals: Chris Canales at 7:02 p.m. and Henry Rivera at 7:03 p.m. Brian Kennedy, Isabel Salcido, and Art Fierro requested to be excused. Cassandra Hernandez was absent.
.....

AGENDA

.....
1. **RESOLUTION CANVASSING RETURNS
OF THE RUNOFF ELECTIONS FOR THE
2024 GENERAL AND SPECIAL ELECTIONS FOR
MAYOR, DISTRICTS 1, 3, 4, 5, AND 7 AND
MUNICIPAL COURT JUDGE COURT NO. 4**

WHEREAS, the City Council of the City of El Paso called for the 2024 Runoff Elections to be held in said City on December 14, 2024, to fill the expired terms in the office of the Mayor, three District Representatives from Single-Member District Nos. 3, 4, and 7, and the Judge for the Municipal Court No. 4, and the vacancies in the office of District Representatives from Single-Member District Nos. 1 and 5 for the terms as established by and in accordance with the Charter of the City of El Paso and the laws of the State of Texas; and

WHEREAS, the election officers who held said runoff elections have duly made returns of the results thereof, and said returns have been duly delivered to said City Council.

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

1. That the City Council officially finds and determines that said elections were duly given, that proper notice of said elections were duly given, that proper election officers were duly appointed prior to said elections, that said elections were duly held, that due returns of the results of said elections have been duly made and delivered, that the elections returns have properly been made out and fully certified by the officers of said elections in the different voting precincts of the City, and that the City Council had duly canvassed said returns, all in accordance with law and the resolution thereto calling said runoff elections.

2. That the City Council officially finds and determines that the following votes were cast at said runoff elections for the following officers by the resident, qualified electors of said City, who voted at the elections:

MAYOR

| | |
|-------------------|--------|
| Renard U. Johnson | 19,630 |
|-------------------|--------|

| | |
|---------------|--------|
| Brian Kennedy | 15,343 |
|---------------|--------|

DISTRICT REPRESENTATIVE NO.1

| | |
|------------------------|-------|
| Alejandra "Ale" Chavez | 4,765 |
|------------------------|-------|

| | |
|--------------|-------|
| Monica Reyes | 2,766 |
|--------------|-------|

DISTRICT REPRESENTATIVE NO. 3

| | |
|------------------------|-------|
| Deanna Maldonado-Rocha | 3,033 |
|------------------------|-------|

| | |
|----------------|-------|
| Jose Rodriguez | 1,722 |
|----------------|-------|

DISTRICT REPRESENTATIVE NO. 4

| | |
|---------------------|-------|
| Joe "Chief" Molinar | 1,792 |
|---------------------|-------|

| | |
|---------------------|-------|
| Cynthia Boyar Trejo | 2,137 |
|---------------------|-------|

DISTRICT REPRESENTATIVE NO. 5

| | |
|-------------------|-----|
| Amanda Cunningham | 717 |
|-------------------|-----|

| | |
|-----------|-------|
| Ivan Nino | 1,212 |
|-----------|-------|

DISTRICT REPRESENTATIVE NO. 7

| | |
|-----------------|-------|
| Chris Hernandez | 1,981 |
|-----------------|-------|

| | |
|------------|-------|
| Lily Limon | 2,748 |
|------------|-------|

JUDGE, MUNICIPAL COURT NO. 4

| | |
|---------------|--------|
| Samuel Flores | 15,886 |
|---------------|--------|

| | |
|---------------|--------|
| Lauren Ferris | 15,700 |
|---------------|--------|

3. That in the case of the following offices, the following persons who received more than a 50% majority of the votes cast for candidates for such offices are hereby declared elected to such offices for the ensuing terms, or until the elections and qualification of their successors, subject to the proper issuance of certificates of election by the presiding officer, and that the number of votes cast for each person who was a candidate for such offices, according to the returns, is shown in paragraph 2 hereof:

MAYOR

| |
|-------------------|
| Renard U. Johnson |
|-------------------|

DISTRICT REPRESENTATIVE NO. 1

Alejandra "Ale" Chavez

DISTRICT REPRESENTATIVE NO. 3

Deanna Maldonado-Rocha

DISTRICT REPRESENTATIVE NO. 4

Cynthia Boyar Trejo

DISTRICT REPRESENTATIVE NO. 5

Ivan Nino

DISTRICT REPRESENTATIVE NO.7

Lily Limon

JUDGE, MUNICIPAL COURT NO. 4

Samuel Flores

4. That on file in the City Clerk's Office and made a part hereof by reference are copies of the mechanical precinct tabulations of the votes cast at the December 14, 2024 Runoff Elections to elect the Mayor, Representatives for Districts 1, 3, 4, 5, and 7, and the Municipal Court Judge Court No. 4 showing the number of votes cast in each precinct for each candidate.

5. That this Resolution is adopted subject to the right of any candidate to contest such elections in any way provided by law.

6. That this Resolution was acted upon in accordance with the law by the presiding officer and the City Council and was deemed by said City Council that upon passage of the Resolution, it will take effect immediately.

7. This Resolution will be spread upon the minutes of the City Council, and the City Clerk will record the amendments so adopted in the separate book kept in her office for such purpose.

Motion made by Alternate Mayor Pro Tempore Molinar, seconded by Representative Rivera, and unanimously carried to **APPROVE** the Resolution.

AYES: Representatives Acevedo, Molinar, Rivera, and Canales

NAYS: None

ABSENT: Representatives Kennedy, Hernandez, Salcido, and Fierro

.....
ADJOURN

Motion made by Alternate Mayor Pro Tempore Molinar, seconded by Representative Canales, and unanimously carried to **ADJOURN** the meeting at 7:06 p.m.

AYES: Representatives Acevedo, Molinar, Rivera, and Canales

NAYS: None

ABSENT: Representatives Kennedy, Hernandez, Salcido, and Fierro

.....

APPROVED AS TO CONTENT:

Laura D. Prine, City Clerk



El Paso, TX

300 N. Campbell
El Paso, TX

Legislation Text

File #: 25-79, 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



Legislation Text

File #: 25-67, 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

Economic and International Development, Jessica Torres, (915) 212-1699

Economic and International Development, Karina Brasgalla, (915) 212-0094

AGENDA LANGUAGE:

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

A Resolution authorizing the City Manager to sign a Chapter 380 Economic Development Program Agreement ("Agreement") by and between CITY OF EL PASO ("City") and 914 W YANDELL DR, LLC ("Applicant") in support of an infill development project located at 914 W. Yandell Dr., El Paso, Texas 79902. The Agreement requires the Applicant to make a minimum investment of \$638,000.00. Over the term of the Agreement, the City shall provide economic incentives not to exceed \$28,212.88 in the form of a Real Property Tax Rebate, a Construction Materials Sales Tax Rebate, and a Building Construction Fee Rebate.

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

DEPARTMENT:

AGENDA DATE:

PUBLIC HEARING DATE:

CONTACT PERSON NAME:

PHONE NUMBER:

DISTRICT(S) AFFECTED:

STRATEGIC GOAL:

SUBGOAL:

SUBJECT:

BACKGROUND / DISCUSSION:

COMMUNITY AND STAKEHOLDER OUTREACH:

PRIOR COUNCIL ACTION:

AMOUNT AND SOURCE OF FUNDING:

REPORTING OF CONTRIBUTION OR DONATION TO CITY COUNCIL:

| NAME | AMOUNT (\$) |
|------|-------------|
| | |

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

DEPARTMENT HEAD:



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

RESOLUTION

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

That the City Manager be authorized to sign a Chapter 380 Economic Development Program Agreement ("Agreement") by and between **CITY OF EL PASO** ("City") and **914 W YANDELL DR, LLC** ("Applicant") in support of an infill development project located at 914 W. Yandell Drive, El Paso, Texas 79902. The Agreement requires the Applicant to make a minimum investment of \$638,000.00. Over the term of the Agreement, the City shall provide economic incentives not to exceed \$28,212.88 in the form of a Real Property Tax Rebate, a Construction Materials Sales Tax Rebate, and a Building Construction Fee Rebate.

APPROVED THIS _____ DAY OF _____ 20____.


CITY OF EL PASO:

Renard U. Johnson
Mayor

ATTEST:

Laura D. Prine
City Clerk

APPROVED AS TO FORM:



Oscar Gomez
Assistant City Attorney

APPROVED AS TO CONTENT:



Karina Brasgalla, Director Economic &
International Development

STATE OF TEXAS)
)
COUNTY OF EL PASO) **CHAPTER 380 ECONOMIC DEVELOPMENT
PROGRAM AGREEMENT
(Infill Development)**

This Chapter 380 Economic Development Program Agreement (the “**Agreement**”) is made on this ____ day of _____, 20__ (“**Effective Date**”) between the **CITY OF EL PASO, TEXAS**, a Texas home-rule municipal corporation, (the “**City**”), and **914 W. YANDELL DR, LLC**, a Texas limited liability company (the “**Applicant**”), for the purposes and considerations stated below. The City and Applicant shall hereinafter collectively be referred to as the *Parties*, and individually to as the *Party*.

RECITALS

WHEREAS, the City has the authority under Chapter 380 of the Texas Local Government Code (“Chapter 380”) to make loans or grants of public funds, as a governmental function, for the purpose of promoting economic development and stimulating business and commercial activity for the general public within and around the City of El Paso, Texas; and

WHEREAS, on May 11, 2021 the El Paso City Council adopted an Infill Development Incentive Policy (the “Infill Policy”) to promote infill development by providing economic incentives for eligible projects meeting the Infill Policy criteria; and

WHEREAS, the Applicant's real property, located at *914 W. Yandell Dr., El Paso, Texas 79902*, is within the Infill’s Policy designated incentive area and the Applicant’s proposed development meets the Infill's Policy eligibility requirements; and

WHEREAS, the City desires to provide incentives to the Applicant, pursuant to Chapter 380 and the Infill Policy, for the construction of a development located on the Applicant’s real property, and the Applicant wishes to receive the incentives in exchange for compliance with the obligations set forth herein; and

WHEREAS, the City concludes and hereby finds that this Agreement promotes economic development for the general public in and around the City of El Paso, Texas and meets the requirements of Chapter 380.

NOW, THEREFORE, in consideration of the mutual benefits and promises contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

SECTION 1. DEFINITIONS.

The following words shall have the following meanings when used in this Agreement.

- A. **Agreement.** The word *Agreement* means this Chapter 380 Economic Development Program Agreement, together with all exhibit(s) and schedules attached and incorporated herein by reference.

- B. **Base Year Value.** This phrase means valuation of the real property by the El Paso Central Appraisal District (“EPCAD”) on the rolls as of January 1st of the year of the Effective Date of this Agreement. The Base Year Value shall not be interpreted to be equivalent or determinative for appraisal purposes or used in any way to determine market value. For the purposes of this Agreement, the Base Year Value is \$302,850.00.
- C. **Building Construction Fee Rebate.** This phrase means the one-time rebate of certain building construction fees and planning fees as identified in Ordinance No. 018581 paid for the Development and payable from the City’s general revenue fund. The Building Construction Fee Rebate shall not exceed \$6,000.00 and will be rebated upon the Applicant’s provision of the Grant Submittal Package to the City to demonstrate that the total construction cost for the Development is greater than the Base Year Value.
- D. **Construction Materials Sales Tax Rebate.** This phrase means a one-time 100% rebate of the City’s 1% Sales and Use Tax from receipts for materials and labor of taxable items used in the construction of the Development. The Construction Materials Sales Rebate shall not exceed \$3,190.00.
- E. **Development.** The word *Development* means new construction on a vacant lot or renovation of an existing vacant or blighted building(s) to be used for any of the following land uses: office, retail, restaurant, multifamily residential facilities, commercial, and industrial within the City of El Paso, as authorized by the existing local law. The Development is described in *Exhibit B*, which is attached and incorporated for all purposes.
- F. **Effective Date.** This phrase means the date the El Paso City Council approves the Agreement.
- G. **Grant.** The word *Grant* means each annual payment to the Applicant under the terms of this Agreement computed as the sum of the applicable rebates: (i) Construction Materials Sales Tax Rebate; (ii) Building Construction Fee Rebate; and (iii) Property Tax Rebate. For the purposes of this Agreement, the aggregate Grant payments will not exceed \$28,212.88.
- H. **Grant Submittal Package.** This phrase means the documentation required to be supplied to City as a condition of receipt of any Grant, with such documentation more fully described in the Grant Submittal Package, which is attached as *Exhibit C* to this Agreement.
- I. **Minimum Appraisal Value.** This phrase means the valuation of the Real Property appraised by EPCAD during and after the construction or renovation of the Development. For the purposes of this Agreement, the Minimum Appraisal Value is \$621,850.00. Under no circumstances shall the Minimum Appraisal Value be interpreted to be equivalent of or determinative for appraisal purposes or to be used in any way to determine market value.
- J. **Minimum Investment.** This phrase means those costs incurred, self-performed, or contracted to third parties by the Applicant over the course of the renovation or construction

project or furnishing of the improvements for the Development. For purposes of this Agreement, the Minimum Investment to qualify for the Grant is \$638,000.00.

- K. **Property Tax Rebate.** This phrase means a rebate, according to the Incremental Real Property Tax Rebate Table found in *Exhibit D* of this Agreement, of the City's portion of the incremental ad valorem property tax revenue generated by the subject property above the Base Year Value for the Grant Period (as defined herein). For the purposes of this Agreement, the total Real Property Tax Rebate amount shall not exceed \$19,022.88.
- L. **Qualified Expenditures.** This phrase means the monetary expenditures paid or caused to be paid by the Applicant after the Effective Date for material used in constructing or renovating the Development; and labor required for the construction or renovation of the Development.
- M. **Real Property.** This phrase means the real property owned by the Applicant located at 914 W. Yandell Dr., El Paso, Texas 79902, and more fully described on *Exhibit A*, which is attached and incorporated by reference. The Real Property is the location for the Applicant's proposed Development.
- N. **Vacant Building.** This phrase means a building that is 60% or more unoccupied and is registered as a vacant building with the City, pursuant to Title 18, Chapter 18.40, El Paso City Code.

SECTION 2. TERM AND GRANT PERIOD.

- A. This Agreement shall commence on the Effective Date and shall terminate on the first to occur of: (i) the date when the aggregate amount of Grants is paid; (ii) 13 years from the Effective Date; (iii) the proper termination of this Agreement in accordance with the applicable provisions contained herein; or (iv) termination by mutual consent of the parties in writing ("Term").
- B. The Applicant's eligibility for Grant payments shall be limited to 10 consecutive years within the Term of this Agreement (the "Grant Period"). The first year of the Grant Period shall be the first tax year after the issuance of the Certificate of Occupancy for the Development. A temporary certificate of occupancy does not qualify as a certificate of occupancy.

SECTION 3. OBLIGATIONS OF APPLICANT.

A. DEVELOPMENT.

- (1) The Applicant represents that the Development complies with, and adheres to, the provisions and requirements of the City's Infill Policy and is located within the eligible incentive areas identified within the Infill Policy.
- (2) The Applicant shall renovate or construct, at its sole cost and expense, the Development, and shall expend a minimum of \$638,000.00 in Qualified Expenditures to construct the Development.

- (3) Applicant agrees to renovate, at its sole cost, the Project. Applicant must obtain the building permits for the Project within 12 months from the Effective Date of this Agreement, unless permit is delayed by the City. The Economic and International Development Director of the City may administratively extend this period.
- (4) Within 24 months after the Effective Date, the Applicant shall submit documentation to the City to verify the following:
- (a) The expenditure of a minimum of \$638,000.00 in Qualified Expenditures; and
 - (b) That the Applicant has received a Certificate of Occupancy for the Development.
- (5) The Applicant agrees that the Development shall not include the demolition of properties with a historic overlay that are deemed historic or contributing unless specifically approved by the El Paso City Council.
- (6) The Applicant agrees that Development shall be in accordance with the requirements and review provisions of Chapter 20.20 (Historic Landmark Preservation) of the City municipal code, where applicable.
- (7) The Applicant shall diligently and faithfully in a good and workmanlike manner pursue the completion of the Development and that the construction of same will be in accordance with all applicable federal, state, and local laws and regulations.
- (8) The Applicant agrees that during the Term of this Agreement, the Real Property shall be limited to those uses consistent with the Development.
- (9) The Applicant shall demonstrate, before the receipts of any Grant payments, that the Applicant has incurred no delinquency taxes by providing certified city tax certificates for any parcel of property owned in the City of El Paso.
- (10) The Applicant agrees that during the Term of this Agreement it shall not challenge nor permit anyone else to take actions on its behalf to challenge any assessments by the EPCAD of \$621,850.00 or less. It is the intent of the parties that the assessed value of the Property on the tax rolls have a Minimum Appraisal Value of \$621,850.00 during the Term of this Agreement. This property value should in no way be interpreted to affect the values set by the EPCAD for tax purposes. Upon the termination of this Agreement, the Applicant agrees that neither this Agreement, nor the values contained herein, will be utilized to contest appraisal values or in the determination of the market value of the Development.
- (11) The Applicant, during normal business hours, at its principal place of business in the City of El Paso, Texas, shall allow the City or its agents reasonable access to operating records, accounting books, and any other records related to the economic development considerations and incentives described herein, which are in Applicant's possession, custody, or control, for purposes of verifying the Qualified Expenditures and for audit

purposes, if so requested by the City. The confidentiality of such records will be maintained in accordance with all applicable laws.

(12) Applicant shall provide all required invoices and other required documentation to City electronically at the following address: EDcompliance@elpasotexas.gov

B. GRANT SUBMITTAL PACKAGE.

In order to receive the disbursement of the Grant, the Applicant must submit a Grant Submittal Package, as specified below.

- (1) The Applicant shall annually submit one Grant Submittal Package which shall be in the form provided in *Exhibit C*, together with the requisite documentation. The Applicant shall submit to the City the initial Grant Submittal Package on February 1, 2028, or within 30 business days after this date. Thereafter, the Applicant's annual Grant Submittal Package must be submitted on or within 30 business days after the 1st day of February of each year. A failure by the Applicant to timely submit a Grant Submittal Package in accordance with this paragraph is a waiver by the Applicant to receive a Grant payment for that Grant year.
- (2) Concurrent with the submittal of a Grant Submittal Package, the Applicant will submit to the City documentation as may be reasonably necessary to verify the expenditure to date of the Minimum Investment, which has not otherwise been verified as part of a prior submittal. The City will provide to the Applicant a written explanation for any Minimum Investment that the City determines cannot be verified. The Applicant may submit additional documentation to the City in order to obtain verification.
- (3) The City's determination of the amount of the Grant payment due to the Applicant is final.

SECTION 4. OBLIGATIONS OF THE CITY.

During the Term of this Agreement, and so long as an Event of Default has not occurred and the Applicant is in compliance with the Agreement, the City agrees as follows:

- A. The City agrees to provide a Construction Materials Sales Tax Rebate not to exceed \$3,190.00 in accordance with the terms and provisions of this Agreement.
- B. The City agrees to provide a Building Construction Fee Rebate not to exceed \$6,000.00 in accordance with the terms and provisions of this Agreement.
- C. The City agrees to provide a Real Property Tax Rebate not to exceed \$19,022.88 in accordance with the terms and provisions of this Agreement.
- D. The City will process any eligible Grant payment within 90 days after receipt of the Applicant's annual Grant Submittal Package.

SECTION 5. EVENTS OF DEFAULT.

Each of the following Paragraphs A through F shall constitute an Event of Default:

- A. **Failure to Comply.** The Applicant's failure to comply with, or to perform any obligation or condition of this Agreement or in any related documents, or the Applicant's failure to comply with or to perform any obligation or condition of any other agreement between the City and the Applicant.
- B. **False Statements.** Any representation or statement made or furnished to the City by the Applicant pursuant to this Agreement or any document(s) related hereto, that is/are false or misleading in any material respect; or if the Applicant obtains actual knowledge that any such representation or statement has become false or misleading after the time that it was made, and the Applicant fails to provide written notice to the City of the false or misleading nature of such representation or statement within 10 days after the Applicant learns of its false or misleading nature.
- C. **Insolvency.** The Applicant files a voluntary petition in bankruptcy, or a proceeding in bankruptcy is instituted against the Applicant, and the Applicant is thereafter adjudicated bankrupt, a receiver for the Applicant's assets is appointed, or any assignment of all or substantially all of the assets of the Applicant for the benefit of creditors of the Applicant.
- D. **Property Taxes.** If the Applicant allows its personal or real property taxes owed to the City to become delinquent, and fails to timely and properly follow the legal procedures for protest and/or contest of such taxes and to cure such failure or post a satisfactory bond within 30 days after written notice thereof from the City and/or EPCAD.
- E. **Notice and Opportunity to Cure.** If an Event of Default occurs, the City will provide the Applicant with written notice of the default ("Notice of Default"), and the Applicant shall have 30 days from the receipt of said notice to cure the default (the "Cure Period"). If the default cannot be remedied within the Cure Period, but the Applicant has made a diligent effort to effect a cure, the Cure Period may be extended at the City's sole discretion for a reasonable time. The City, in its sole discretion, shall determine what constitutes *a reasonable time* and what constitutes *a diligent effort* for purposes of this provision. If the City agrees to extend the Cure Period past the 30 days, the City shall notify the Applicant, in writing, of the expiration date of the extended cure period.
- F. **Failure to Cure.** If an Event of Default occurs and, after receipt of written notice and opportunity to cure as provided herein, the Applicant fails to cure the default in accordance with the provisions herein, then this Agreement may be terminated by the City by written notice ("Notice of Termination") to the Applicant at which time the City's obligations hereunder will end, and the City may exercise any other right or remedy available at law or in equity.

SECTION 6. RECAPTURE.

Should the Applicant default under Section 5 of this Agreement and provided that the Cure Period for such default has expired, all Grants previously provided by the City pursuant to this Agreement shall be recaptured and repaid by Applicant within 60 days from the date of such termination.

SECTION 7. TERMINATION OF AGREEMENT BY CITY WITHOUT DEFAULT.

The City may terminate this Agreement in whole or in part for its convenience and without the requirement of an Event of Default by the Applicant. The City retains the right to terminate this Agreement effective immediately if any state or federal statute, regulation, case law, or other law renders this Agreement ineffectual, impractical, or Applicant violates the same.

SECTION 8. GENERAL PROVISIONS.

- A. **Amendments.** This Agreement constitutes the entire understanding and agreement of the parties as to the matters set forth in this Agreement. No alteration of or amendment to this Agreement shall be effective unless given in writing and signed by both parties.
- B. **Applicable Law and Venue.** This Agreement shall be governed by and construed in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in El Paso County, Texas. Venue for any action arising under this Agreement shall lie in the state district courts of El Paso County, Texas.
- C. **Applicant's Sale or Transfer of the Development.** Prior to any sale or other transfer of ownership rights in the Development, the Applicant shall notify the City in writing of such sale or transfer 30 business days before the effective date of such sale or transfer.
- D. **Assignment.** Applicant understands and agrees that the City expressly prohibits the Applicant from selling, transferring, assigning, or conveying in any way any rights to receive the Grant(s) that are the subject of this Agreement without the City's consent to assignment. Any such attempt to sell, transfer, assign, or convey without the City's prior written consent is void and may result in the immediate termination of this Agreement and recapture of the taxes rebated prior to the attempted transfer.
- E. **Binding Obligation.** This Agreement shall become a binding obligation on the signatories upon execution by all signatories hereto. The City warrants and represents that the individual executing this Agreement on behalf of City has full authority to execute this Agreement and bind City to the same. The Applicant warrants and represents that the individual executing this Agreement on its behalf has full authority to execute this Agreement and bind the Applicant to the same.
- F. **Compliance with the Law.** The Parties will comply with all applicable laws, administrative orders, and any rules or regulations relating to the obligations under this Agreement. If applicable, the Applicant will procure all licenses and pay all fees or other charges as required to complete the Development under this agreement.
- G. **Confidentiality Obligations.** The confidentiality of records related to the City's economic development considerations and incentives provided herein will be maintained in accordance with and subject to all applicable laws, including the Public Information Act, Chapter 552, Texas Government Code. To the extent permitted by state or federal law, the City shall maintain the confidentiality of any proprietary information and shall not copy any such information except as necessary for dissemination to the City's agents or

employees and agrees that, as required by the Public Information Act, it will notify Applicant if a request relating to such proprietary information is received. The Applicant represents that it understands that the Public Information Act excepts disclosure of trade secret and confidential commercial information and that it will need to assert the proprietary interest of the Applicant as a basis for nondisclosure.

- H. **Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which shall constitute the same document.
- I. **Employment of Undocumented Workers.** During the term of this Agreement, the Applicant agrees not to knowingly employ any undocumented workers as defined in Texas Government Code Section 2264.001. If convicted of a violation under 8 U.S.C. Section 1324a(f), Applicant shall repay the amount of the Grant payments received by the Applicant from the City as of the date of such violation not later than 120 days after the date the Applicant is notified by City of a violation of this section, plus interest from the date the Grant payment(s) was paid to the Applicant, at the rate of 7% per annum. The interest will accrue from the date the Grant payment(s) were paid to the Applicant until the date the reimbursement payments are repaid to City. The City may also recover court costs and reasonable attorney's fees incurred in an action to recover the Grant payment(s) subject to repayment under this section. Applicant is not liable for a violation by its subsidiary, affiliate, or franchisee, or by a person which whom the Applicant contracts.
- J. **Force Majeure.** The Parties agree that if the performance of any obligations hereunder is delayed by reason of war, civil commotion, acts of God, inclement weather, fire or other casualty, or court injunction, the party so obligated or permitted shall be excused from doing or performing the same during such period of delay, so that the time period applicable to such obligation or requirement shall be extended for a period of time equal to the period such party was delayed.
- K. **Governmental Functions.** The Parties agree that the City is entering this Agreement as a governmental entity performing a governmental function, implementing a government grant program intended to provide a public benefit.
- L. **Headings.** The section headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement.
- M. **No Joint Venture.** The Parties acknowledge and agree that the terms hereof are not intended to and shall not be deemed to create any partnership or joint venture between the parties. The City, its past, present and future officers, elected officials, employees and agents of the City, do not assume any responsibilities or liabilities to any third party in connection with the Development or the design, construction, or operation of the Development, or any portion thereof.
- N. **Notices.** All notices required by this Agreement shall be given in writing and shall be deemed to have been properly served if a) delivered by hand and receipted for by the party to whom said notice is directed (or his/her agent); or b) mailed by certified or first class mail with postage prepared, on the third business day after the date on which it is so mailed; c) mailed by overnight courier and receipted for by the party to whom said notice is

directed (or his/her agent); or d) sent by facsimile transmission or by email, if a facsimile or email number is provided below. A party may change its contact information for notices by sending written notice to the other party of the change to the party's contact information.

To the Applicant: 914 W. YANDELL DR, LLC
Address: 914 W. Yandell Dr.
El Paso, TX 79902

To the City: 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: Economic & International Development
P. O. Box 1890
El Paso, Texas 79950-1890

- O. Applicant shall provide all required invoices and other required documentation to City electronically at the following address: **EDcompliance@elpasotexas.gov**
- P. **Ordinance Applicability.** The signatories hereto shall be subject to all ordinances of the City, whether now existing or in the future arising.
- Q. **Severability.** In the event any provision of this Agreement shall be determined by any court of competent jurisdiction to be invalid or unenforceable, the Agreement shall, to the extent reasonably possible, remain in force as to the balance of its provisions as if such invalid provision were not a part hereof.
- R. **Third-Party Beneficiaries.** There are no third-party beneficiaries for this Agreement.

[Signatures begin on the following page]

IN WITNESS WHEREOF, the parties have executed this Agreement on this ____ day of _____, 2025.

CITY OF EL PASO:

Dionne Mack
City Manager

APPROVED AS TO FORM:

APPROVED AS TO CONTENT:

Oscar Gomez
Assistant City Attorney

Karina Brasgalla - Director Economic
& International Development

ACKNOWLEDGMENT

STATE OF TEXAS §
 §
COUNTY OF EL PASO §

This instrument was acknowledged before me on the __ day of _____, 2025, by Dionne Mack as City Manager of the City of El Paso, Texas, on behalf of the City of El Paso, Texas.

Notary Public, State of Texas

My Commission Expires:

[Signatures continue on the following page]

APPLICANT:

914 W YANDELL DR, LLC, a Texas
limited liability company

By: [Signature]

Name: Robert Palacios

Title: Principal

ACKNOWLEDGMENT

STATE OF TEXAS §
COUNTY OF EL PASO §

This instrument was acknowledged before me on the 12 day of Dec,
2025, by Robert PALACIOS as Principal (title) of 914 W YANDELL
DR, LLC, a Texas limited liability company.

[Signature]
Notary Public, State of TEXAS

My Commission Expires:

10-26-28



EXHIBIT A

Legal Description and map of the Real Property

21 SUNSET HEIGHTS E 60 FT OF 13 TO 17 (7,500 SQ FT)

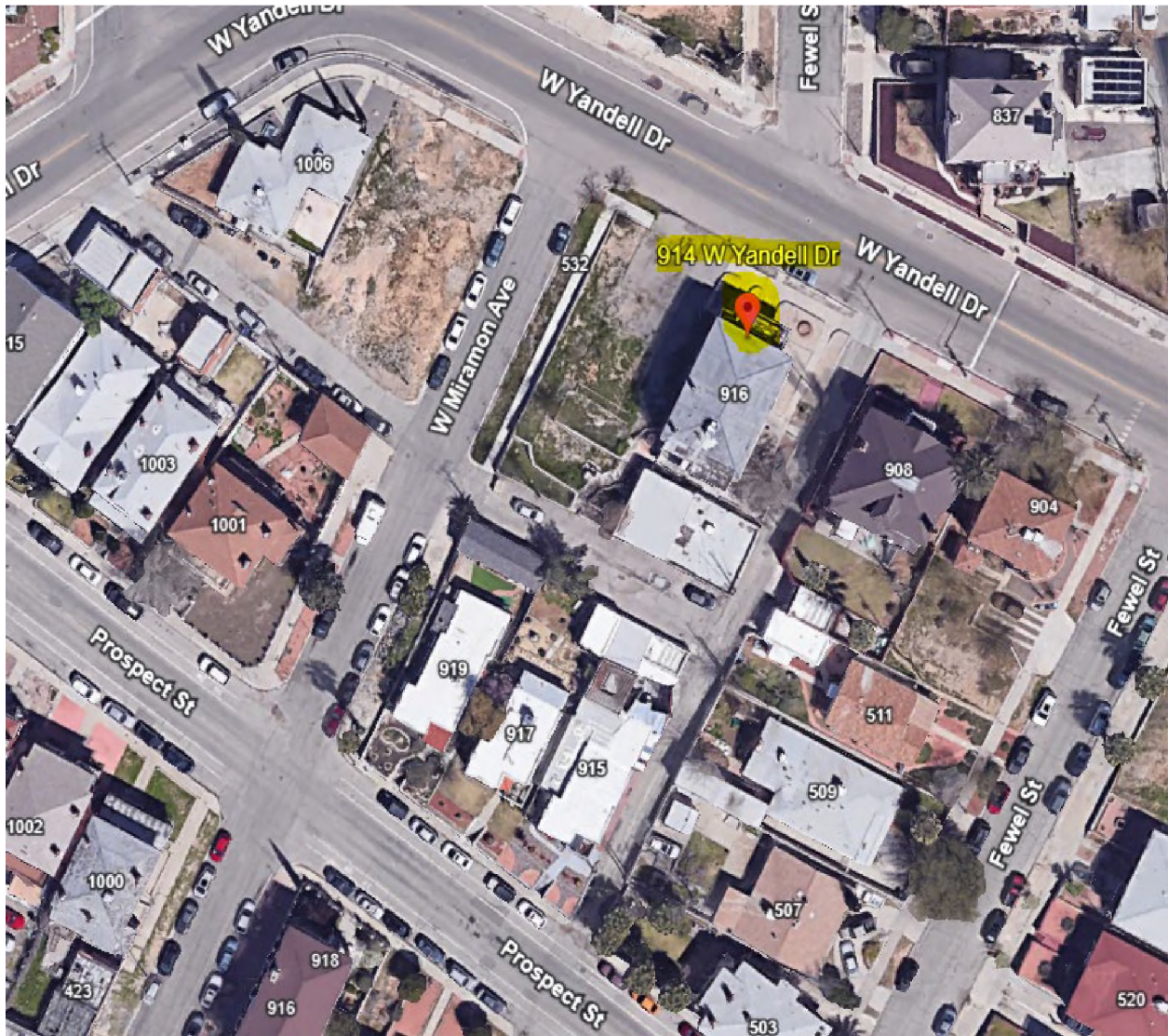


EXHIBIT B

Description of Development

914 W. YANDELL DR., LLC will develop the property located at 914 W. Yandell Dr, in El Paso, Texas 79902. Applicant will invest a minimum of \$638,000.00 to construct the Development. The Development will include the elements listed below and will be substantially similar, in design, to the rendering shown below.

Development Description:

- Construction of 9 multi-family residential units
- 16 parking spaces will be available
- Approximately 7,800 square feet of residential space

Rendering:



EXHIBIT C

Grant Submittal Package Form

_____(the Applicant) believes that it has substantially met its obligations under the Chapter 380 Agreement executed on _____, 20__ (date). Pursuant to the Agreement, the Applicant submits this Grant Submittal Package Form in compliance with said Agreement and in anticipation of receiving the Grant in consideration for his obligations met under the Agreement.

As required by the Agreement, the following information is submitted.

1. **[DUE WITHIN 12 MONTHS OF AGREEMENT EXECUTION]** Copies of all applicable approvals and permits
2. **[INITIAL GRANT SUBMITTAL ONLY]** Documentation to evidence the amount of development fees paid as a result of the Development;
3. **[INITIAL GRANT SUBMITTAL ONLY]** Documentation to evidence minimum expenditures amounting to \$638,000.00 including but not limited to
 - a. Stamped **PAID** invoices
 - b. Copies of checks proving payment – corresponding to paid invoices
 - c. Receipts for purchase of construction materials (must show amount of taxes paid)
 - d. Bank statements (in the event a transaction was paid with credit or debit card)
 - e. Contractor pay applications, notarized with lien releases
4. **[INITIAL GRANT SUBMITTAL ONLY]** Documentation evidencing the materials and labor of Taxable Items used in the construction of the Development eligible for rebate to Applicant under the Construction Materials Sales Tax Rebate;
5. **[INITIAL GRANT SUBMITTAL ONLY]** Copy of Certificate of Occupancy in accordance with the requirements provided in Section 3(A)(4)(b)
6. **[INITIAL GRANT SUBMITTAL ONLY]** 1295 Form
7. Property tax payment receipts showing proof of payment for tax year _____.

It is understood by the Applicant that the City of El Paso has up to 90 days to process this request and reserves the right to deny the Grant claim if the Applicant has failed to comply with the terms of the Agreement.

By the signature of the Applicant below, the Applicant hereby certifies that: (1) the copies of the receipts attached to this Grant Submittal Package Form represent Qualified Expenditures incurred in the improvements and new construction to the Development; (2) the Applicant has paid or caused to be paid the City's local sales and use taxes associated with the Qualified Expenditures; and (3) that the copies of the receipts and copies of the permits attached herein are true and correct.

Signature: _____

Printed Name: _____

Date: _____

EXHIBIT D

Property Tax Rebate Table

| Year | Rebate Percentage |
|----------------|--------------------------|
| Year 1 | 100% |
| Year 2 | 100% |
| Year 3 | 100% |
| Year 4 | 75% |
| Year 5 | 75% |
| Year 6 | 50% |
| Year 7 | 50% |
| Year 8 | 50% |
| Year 9 | 50% |
| Year 10 | 50% |

DISCLOSURE OF CAMPAIGN CONTRIBUTIONS AND DONATIONS FORM

In compliance with [Title 2, Chapter 2.92, Section 2.92.080](#)

Introduction:

Individuals or entities benefiting by a City Council Agenda item must disclose contributions or donations made to current members of Council under the City's Ethics Code. The information on this form is being captured for transparency purposes and will be noted on the relevant City Council Agenda. **Contributions and Donations do NOT disqualify an applicant from doing business with the City.**

Definitions:

- "Contribution" A direct or indirect transfer of money, goods, services, or any other thing of value and includes an agreement made or other obligation incurred, whether legally enforceable or not, to make a transfer. The term includes a loan or extension of credit, other than those expressly excluded by the Texas Election Code, and a guarantee of a loan or extension of credit.
- "Contributor" A person making a contribution, including the contributor's spouse.
- "Donation" Cash and the value of any in-kind contributions or gifts to the council member for use by their office or in their district.
- "Donor" An individual and spouse, a business entity, or an individual who owns a business entity in whole or in part, or is operated by the individual, that is the subject of a council agenda item.
- "Benefiting" Shall include but not be limited to any contract, bid award, franchise, permit, zoning or rezoning, and other award that council will vote on.

Instructions: Please read and complete this form carefully. If you have made campaign contributions or donations to any current City Council member(s) totaling an aggregate of \$500 or more during their campaign(s) or term(s) of City office, you are required to disclose the information as specified below. If you have not made such contributions or donations past the limit specified in the ordinance, you are required to affirm your compliance with the municipal code. Please submit this completed form along with your application or proposal to the relevant city department. Failure to disclose campaign contributions or donations as required by the ordinance may result in a violation of the City's Ethics Code requirements, and sanctions under the Ethics Code 2.92.

Contributor / Donor Information:

Full Name _____

Business Name _____

Agenda Item Type _____

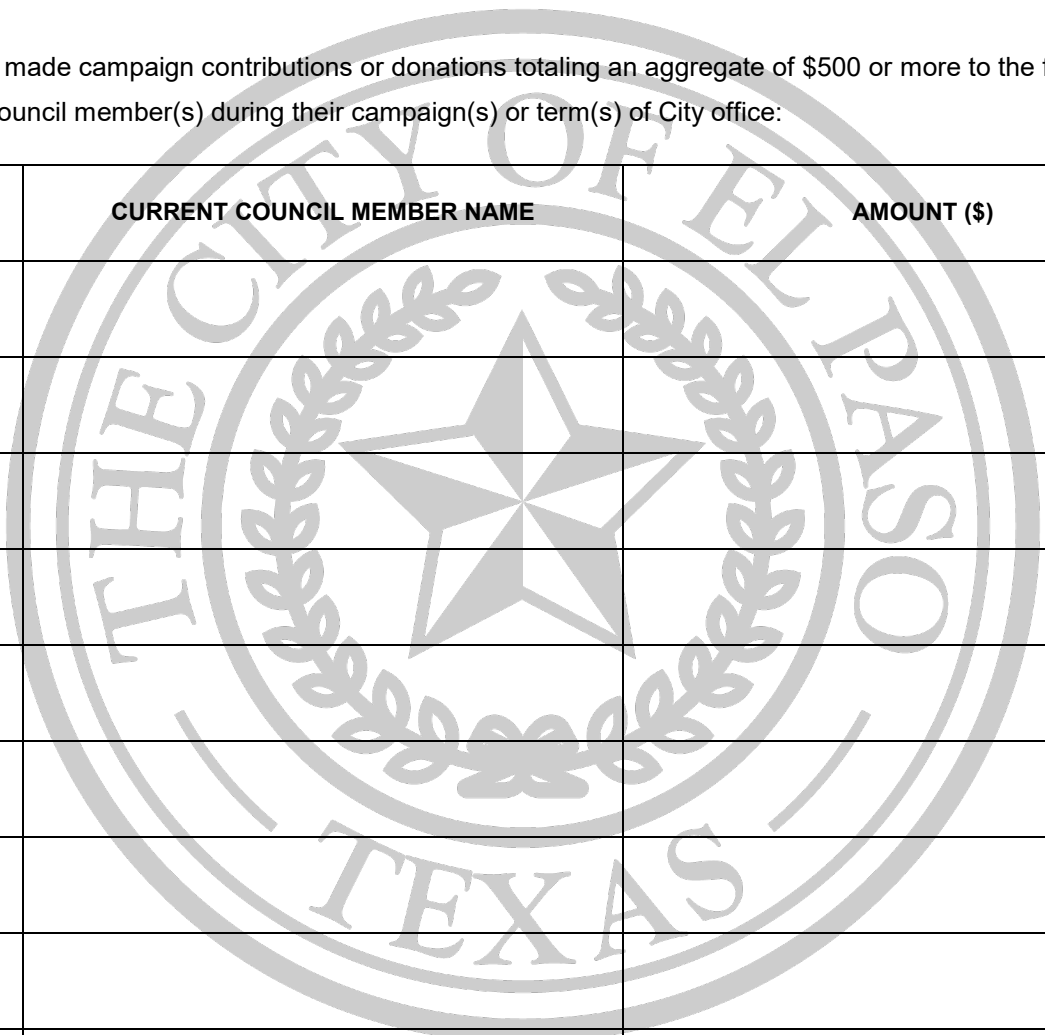
Relevant Department _____

Disclosure Affirmation: Please check the appropriate box below to indicate whether you have made campaign contributions or donations totaling an aggregate of \$500 or more to any City Council member(s) during their campaign(s) or term(s) of City office specified in Section 2.92.080 of the El Paso Municipal Code.

I have **NOT** made campaign contributions or donations totaling an aggregate of \$500 or more to any City Council member(s) during their campaign(s) or term(s) of City office, as specified in Section 2.92.080 of the El Paso Municipal Code.

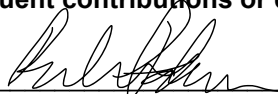
OR

I have made campaign contributions or donations totaling an aggregate of \$500 or more to the following City Council member(s) during their campaign(s) or term(s) of City office:



| OFFICE | CURRENT COUNCIL MEMBER NAME | AMOUNT (\$) |
|------------|-----------------------------|-------------|
| Mayor | | |
| District 1 | | |
| District 2 | | |
| District 3 | | |
| District 4 | | |
| District 5 | | |
| District 6 | | |
| District 7 | | |
| District 8 | | |

Declaration: I hereby affirm that the information provided in this disclosure form is true and accurate to the best of my knowledge. I understand that this disclosure is required by Title 2, Chapter 2.92 of the El Paso Municipal Code and is subject to verification by the city authorities. Further, **I understand that upon submission of this form, I must disclose any subsequent contributions or donations prior to the relevant council meeting date.**

Signature:  Date: _____



Legislation Text

File #: 25-105, 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

City Manager's Office, Valeria Aguirre Holguin, (915) 525-0361

AGENDA LANGUAGE:

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

A Resolution that the City of El Paso City Council authorizes the submission of an application to the U.S. Department of Transportation (USDOT) Fiscal-Year 2025 Rebuilding American Infrastructure with Sustainability and Equity (RAISE) grant program for the El Paso Central Business District (CBD) Phase IV requesting funds in the amount of \$21,917,993 with no match required from the City. The estimated cost of \$21,917,993 entails 1.8-mile roadway reconstruction and parkway improvements project in Downtown El Paso. The El Paso CBD IV Project scope of work is based on multiple studies and final engineering design documents including sidewalks, storm sewers, curbs and gutters, Americans with Disabilities Act (ADA) improvements, bicycle improvements, driveways, traffic signals, lighting, signing, striping, landscaping and irrigation improvements.

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

DEPARTMENT:

AGENDA DATE:

PUBLIC HEARING DATE:

CONTACT PERSON NAME:

PHONE NUMBER:

DISTRICT(S) AFFECTED:

STRATEGIC GOAL:

SUBGOAL:

SUBJECT:

BACKGROUND / DISCUSSION:

COMMUNITY AND STAKEHOLDER OUTREACH:

PRIOR COUNCIL ACTION:

AMOUNT AND SOURCE OF FUNDING:

REPORTING OF CONTRIBUTION OR DONATION TO CITY COUNCIL:

| NAME | AMOUNT (\$) |
|------|-------------|
| | |

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

DEPARTMENT HEAD: 

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

RESOLUTION

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

THAT the City of El Paso City Council authorizes the submission of an application to the U.S. Department of Transportation (USDOT) Fiscal-Year 2025 Rebuilding American Infrastructure with Sustainability and Equity (RAISE) grant program for the El Paso Central Business District (CBD) Phase IV requesting funds in the amount of \$21,917,993 with no match required from the City;

THAT the City Manager, or designee, is authorized to sign any documents necessary for the proper submission of the Application;

THAT the City Manager, or designee, is authorized to sign any documents necessary to accept a grant resulting from the Application, after consultation with the City Attorney's Office;

THAT the City Manager, or designee, is authorized to sign any documents related to a grant resulting from the Application, including, but not limited to, revisions to the project scope of work, revisions that increase, decrease or de-obligate program funds, revisions to the operation plan, and documents to reject, amend, correct, and/or terminate the grant; and

THAT the City Manager, or designee, is authorized to explore funding sources and partnerships that leverage the strength of the Application and any grant resulting from the Application.

APPROVED this _____ day of _____ 2025.


CITY OF EL PASO:

ATTEST:

Renard U. Johnson
Mayor


Laura D. Prine
City Clerk

APPROVED AS TO FORM:



Juan S. Gonzalez
Senior Assistant City Attorney

APPROVED AS TO CONTENT:



Joaquín Rodríguez
Grant Funded Programs Director
Capital Improvement Department



Legislation Text

File #: 25-69, 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

Municipal Courts, Annabelle Casas, (915) 212-0215

AGENDA LANGUAGE:

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

Approve a Resolution that the City Council of the City of El Paso declares an amnesty period effective February 17, 2025 through March 8, 2025, ending at 12:00 midnight on March 8, 2025. During this amnesty period, all violators who pay outstanding parking citations will have the total delinquency fees and collection fees reduced to zero, leaving only the fine amount to be paid for each delinquent citation which is paid voluntarily.

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

DEPARTMENT:

AGENDA DATE:

PUBLIC HEARING DATE:

CONTACT PERSON NAME:

PHONE NUMBER:

DISTRICT(S) AFFECTED:

STRATEGIC GOAL:

SUBGOAL:

SUBJECT:

BACKGROUND / DISCUSSION:

COMMUNITY AND STAKEHOLDER OUTREACH:

PRIOR COUNCIL ACTION:

AMOUNT AND SOURCE OF FUNDING:

REPORTING OF CONTRIBUTION OR DONATION TO CITY COUNCIL:

| NAME | AMOUNT (\$) |
|------|-------------|
| | |

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



DEPARTMENT HEAD: _____

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

RESOLUTION

WHEREAS, Section 12.85.070A3 of the El Paso City Code permits City Council to reduce the delinquency fine for parking citations for those violators who pay citations, voluntarily, during a declared amnesty period; and

WHEREAS, it has been determined that such a reduction in the delinquency fines and collection fees should maximize revenue collection by serving as an incentive for violators to pay their fines.

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

That the City Council declares an amnesty period effective February 17, 2025, ending at 12:00 midnight on March 8, 2025. During this amnesty period, all violators who pay outstanding parking citations will have the total delinquency fees and collection fees reduced to zero, leaving only the fine amount to be paid for each delinquent citation that is paid voluntarily.

ADOPTED this ____ day of _____, 2025.

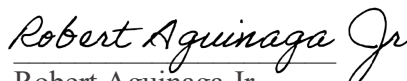
THE CITY OF EL PASO

Renard U. Johnson
Mayor


ATTEST:

Laura D. Prine
City Clerk

APPROVED AS TO FORM:


Robert Aguinaga Jr.
Assistant City Attorney

APPROVED AS TO CONTENT:


Annabelle Casas
Interim Director of Municipal Court



El Paso, TX

300 N. Campbell
El Paso, TX

Legislation Text

File #: 25-05, 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, 4, 5, 7

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)
[POSTPONED FROM 01-07-2025]

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

DEPARTMENT:

AGENDA DATE:

PUBLIC HEARING DATE:

CONTACT PERSON NAME:

PHONE NUMBER:

DISTRICT(S) AFFECTED:

STRATEGIC GOAL:

SUBGOAL:

SUBJECT:

BACKGROUND / DISCUSSION:

COMMUNITY AND STAKEHOLDER OUTREACH:

PRIOR COUNCIL ACTION:

AMOUNT AND SOURCE OF FUNDING:

REPORTING OF CONTRIBUTION OR DONATION TO CITY COUNCIL:

| NAME | AMOUNT (\$) |
|------|-------------|
| | |

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

DEPARTMENT HEAD: _____

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

ATTACHMENT A
SOLID WASTE LIENS

January 7, 2025

| Address | Owner of Record | Amount | District |
|--------------------------|----------------------------------|---------------|-----------------|
| 5125 SIERRA MADRE DR | DUARTE DAVID R & ZAPATA MARTHA A | \$535.50 | 2 |
| 8120 LEO ST | RAMIREZ EVERARDO | \$565.00 | 2 |
| 8311 MOUNT SCOTT DR | PESAE ISMAEL | \$451.50 | 2 |
| 5008 ANCHORAGE AVE | GONZALEZ DAVID R & ANGIE | \$565.00 | 4 |
| 5100 YVETTE AVE | BOWEN CLOYD F SR | \$362.50 | 4 |
| 14844 HARRY FLOURNOY AVE | DIAZ LUIS JR & VEGA JESSICA M | \$382.00 | 5 |
| 301 SERENO | SAWYER CHRISTOPHER & ANDREA | \$366.00 | 7 |
| 8770 ROSEWAY DR | CERVANTES MARIA | \$443.00 | 7 |
| 8784 BUENA PARK DR | MEDINA JUAN A & MARTHA G | \$490.00 | 7 |

RESOLUTION

WHEREAS, in accordance with Chapter 9.04 of the El Paso City Code, DUARTE DAVID R & ZAPATA MARTHA 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:

5125 Sierra Madre Dr, more particularly described as Lot 1081
(7134 Sq Ft), Block 41, Mountain View Subdivision, City of El
Paso, El Paso County, Texas, PID #M851-999-0410-8700

to be \$535.50, 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 June, 2023, 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 THIRTY FIVE AND 50/100 DOLLARS (\$535.50) 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 _____, 2025.

CITY OF EL PASO:


Renard U. Johnson
Mayor

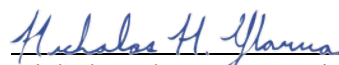
ATTEST:

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 _____, 2025,
by Renard U. Johnson, 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 EVERARDO, 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:

8120 Leo St, more particularly described as W 100 Ft Of 70 (12500 Sq Ft), Sunrise Acres #3 Subdivision, City of El Paso, El Paso County, Texas, PID #S922-999-003D-1000

to be \$565.00, 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 June, 2023, 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 FIVE AND 00/100 DOLLARS (\$565.00) 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 _____, 2025.

CITY OF EL PASO:


Renard U. Johnson
Mayor

ATTEST:

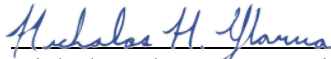
Laura D. Prine
City Clerk

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 _____, 2025,
by Renard U. Johnson, 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, PESAE ISMAEL, 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:

8311 Mount Scott Dr, more particularly described as Lot 20 (6380 Sq Ft), Block 7, Mountain View Subdivision, City of El Paso, El Paso County, Texas, PID #M851-999-0070-4100

to be \$451.50, 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 June, 2023, 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 ONE AND 50/100 DOLLARS (\$451.50) 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 _____, 2025.

CITY OF EL PASO


Renard U. Johnson
Mayor

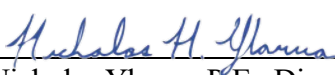
ATTEST:

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 _____, 2025,
by Renard U. Johnson, 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, GONZALEZ DAVID R & ANGIE, 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:

5008 Anchorage Ave, more particularly described as Lot 24, Block
33, Colonia Verde Subdivision, City of El Paso, El Paso County,
Texas, PID #C741-999-0330-7000

to be \$565.00, 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 July, 2023, 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 FIVE AND 00/100 DOLLARS (\$565.00) 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 _____, 2025.

CITY OF EL PASO:


Renard U. Johnson
Mayor

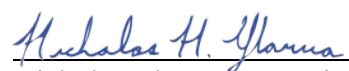
ATTEST:

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 _____, 2025
by Renard U. Johnson, 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, BOWEN CLOYD F SR , 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:

5100 Yvette Ave, more particularly described as Lot 1, Block 34,
Milagro Hills #4 Subdivision, City of El Paso, El Paso County,
Texas, PID #M425-999-0340-0100

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 24th day of July, 2023, 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 _____, 2025.

CITY OF EL PASO:


Renard U. Johnson
Mayor

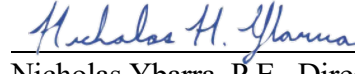
ATTEST:

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 _____, 2025,
by Renard U. Johnson, 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 LUIS JR & VEGA JESSICA 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:

14844 Harry Flournoy Ave, more particularly described as Lot 12,
Block 410, Tierra Del Este #71 Subdivision, City of El Paso, El Paso
County, Texas, PID #T287-999-4100-1200

to be \$382.00, 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 June, 2023, 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 TWO AND 00/100 DOLLARS (\$382.00) 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 _____, 2025.

CITY OF EL PASO


Renard U. Johnson
Mayor

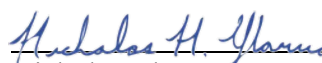
ATTEST:

Laura D. Prine
City Clerk

APPROVED AS TO FORM:

APPROVED AS TO CONTENT:


Leslie E. 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 _____, 2025,
by Renard U. Johnson, 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, SAWYER CHRISTOPHER & ANDREA, 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:

301 Sereno, more particularly described as Lot 19 (7895.00 Sq Ft),
Block 1, Lido Square Subdivision, City of El Paso, El Paso County,
Texas, PID #L260-999-0010-3700

to be \$366.00, 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, 2023, 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 SIX AND 00/100 DOLLARS (\$366.00) 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 _____, 2025.

CITY OF EL PASO:

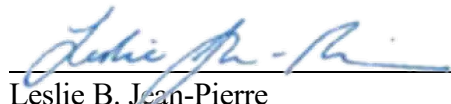
Renard U. Johnson
Mayor


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 _____, 2025,
by Renard U. Johnson, 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, CERVANTES 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:

8770 Roseway Dr, more particularly described as Pt Of 4 Beg
124.87 Ft E Of Nwc (137.67' On St-Irreg On Ely-134.81' On Sly-
257.80 Ft On Wly) (0.632 Ac), Spohr Subdivision, City of El Paso,
El Paso County, Texas, PID #S587-999-0010-5300

to be \$443.00, 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 June, 2023, 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 THREE AND 00/100 DOLLARS (\$443.00) 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 _____, 2025.

CITY OF EL PASO


Renard U. Johnson
Mayor

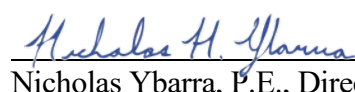
ATTEST:

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 _____, 2025,
by Renard U. Johnson, 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, MEDINA JUAN A & MARTHA 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:

8784 Buena Park Dr, more particularly described as Lot 26 (6000 Sq Ft), Block 19, Capistrano Park Subdivision, City of El Paso, El Paso County, Texas, PID #C118-999-0190-4900

to be \$490.00, 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 30th day of June, 2023, 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 AND 00/100 DOLLARS (\$490.00) 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 _____, 2025.

CITY OF EL PASO


Renard U. Johnson
Mayor

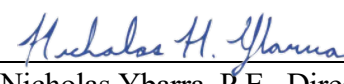
ATTEST:

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 _____, 2025,
by Renard U. Johnson, 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
POSTPONED FROM
January 7, 2025

| Address | Owner of Record | Amount | District |
|--------------------------|----------------------------------|----------|----------|
| 5125 SIERRA MADRE DR | DUARTE DAVID R & ZAPATA MARTHA A | \$535.50 | 2 |
| 8120 LEO ST | RAMIREZ EVERARDO | \$565.00 | 2 |
| 8311 MOUNT SCOTT DR | PESAE ISMAEL | \$451.50 | 2 |
| 5008 ANCHORAGE AVE | GONZALEZ DAVID R & ANGIE | \$565.00 | 4 |
| 5100 YVETTE AVE | BOWEN CLOYD F SR | \$362.50 | 4 |
| 14844 HARRY FLOURNOY AVE | DIAZ LUIS JR & VEGA JESSICA M | \$382.00 | 5 |
| 301 SERENO | SAWYER CHRISTOPHER & ANDREA | \$366.00 | 7 |
| 8770 ROSEWAY DR | CERVANTES MARIA | \$443.00 | 7 |
| 8784 BUENA PARK DR | MEDINA JUAN A & MARTHA G | \$490.00 | 7 |



El Paso, TX

300 N. Campbell
El Paso, TX

Legislation Text

File #: 25-50, 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 1, 2, 3, 4, 5, 7, 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 Solid Waste 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**

DEPARTMENT:

AGENDA DATE:

PUBLIC HEARING DATE:

CONTACT PERSON NAME:

PHONE NUMBER:

DISTRICT(S) AFFECTED:

STRATEGIC GOAL:

SUBGOAL:

SUBJECT:

BACKGROUND / DISCUSSION:

COMMUNITY AND STAKEHOLDER OUTREACH:

PRIOR COUNCIL ACTION:

AMOUNT AND SOURCE OF FUNDING:

REPORTING OF CONTRIBUTION OR DONATION TO CITY COUNCIL:

| NAME | AMOUNT (\$) |
|------|-------------|
| | |

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

DEPARTMENT HEAD: _____

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

ATTACHMENT A

SOLID WASTE LIENS

January 22, 2025

| Address | Owner of Record | Amount | District |
|------------------------|-----------------------------------------------|------------|----------|
| 330 BELVA WAY | KRIEGER CHARLES R | \$1,125.50 | 1 |
| 531 FRONTERA RD | ALESKANDRANY ABDELRAZZAK | \$2,267.00 | 1 |
| 4948 RILEY CT | LOPEZ PATRICIA | \$1,194.00 | 2 |
| 8606 N GATEWAY BLVD | J O N INVESTMENTS LLC | \$347.50 | 2 |
| 8932 MOUNT ETNA DR | MACIAS REYMUNDO & MARGARITA | \$510.00 | 2 |
| 2623 HAMILTON AVE | PARRA PRIMIVITO & JUANA R | \$490.00 | 2 |
| PID D361-999-0060-6700 | J O N INVESTMENTS LLC | \$344.50 | 2 |
| 3304 KILLARNEY RD | GARCIA UVALDO & HERLINDA | \$367.50 | 3 |
| 7200 DALE RD | OAJ PROPERTIES LLC | \$343.50 | 3 |
| 7202 DALE RD B | OAJ PROPERTIES LLC | \$343.50 | 3 |
| 5620 BAGHDAD | MISION APOSTOLICA DE LA FE EN CRISTO JESUS | \$651.50 | 4 |
| 10057 KENWORTHY DR | MENDEZ MANUEL D JR | \$450.50 | 4 |
| 10437 ORPHEUS DR | MASSEY CHRISTY L | \$1,786.00 | 4 |
| 4952 RUBEN SOTO DR | LARA ALFREDO JR & HURTADO ALICIA C | \$349.00 | 5 |
| 12280 TIERRA PEZ WAY | UNITED SECURITY FINANCIAL CORP | \$611.50 | 5 |
| 12729 ROBERTO NUNEZ | FIGUEROA JOE H & MARTHA | \$327.00 | 5 |
| 809 DUSKIN DR | LOPEZ MANUEL JR | \$333.00 | 7 |
| 8831 SUNLAND RD | ANSA TRACING COMPANY LLC | \$455.00 | 7 |
| 8877 DULCE CIR | DE LA ROSA JOSE E REV TRUST | \$323.00 | 7 |
| 300 SERENO DR | WALKER DALLAS | \$336.00 | 7 |
| 8780 ROSEWAY DR | CERVANTES MARIA | \$443.00 | 7 |

| | | | |
|------------------------|----------------------------|----------|---|
| PID Y805-999-0060-0360 | EXTERNI DEVELOPMENT I LLC | \$365.00 | 7 |
| 1307 MADELINE DR | SPENCE MICHAEL L & CAROL R | \$584.50 | 8 |

RESOLUTION

WHEREAS, in accordance with Chapter 9.04 of the El Paso City Code, KRIEGER CHARLES 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:

330 Belva Way, more particularly described as Lot 1 & W 1/2 Of 2
(25726 Sq Ft), Block 3, La Sierra Vista Subdivision, City of El Paso,
El Paso County, Texas, PID #L071-999-0030-0100

to be \$1125.50, 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 11th day of July, 2023, 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 TWENTY FIVE AND 50/100 DOLLARS (\$1125.50) 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 _____, 20__.

CITY OF EL PASO:


Renard U. Johnson
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 _____, 20__,
by Renard U. Johnson, 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, ALESKANDRANY ABDELRAZZAK, 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:

531 Frontera Rd, more particularly described as Lot 2 (18029.00 Sq. Ft), Block 1, Frontera Subdivision Subdivision, City of El Paso, El Paso County, Texas, PID #F848-999-0010-0200

to be \$2267.00, 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, 2023, 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 SIXTY SEVEN AND 00/100 DOLLARS (\$2267.00) 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 _____, 20__.

CITY OF EL PASO:

Renard U. Johnson
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 _____, 20__,
by Renard U. Johnson, 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, 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 \$1194.00, 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 28th day of June, 2023, 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 NINETY FOUR AND 00/100 DOLLARS (\$1194.00) 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 _____, 20__.

CITY OF EL PASO:


Renard U. Johnson
Mayor

ATTEST:

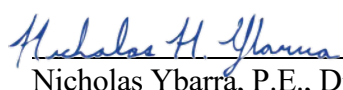
Laura D. Prine
City Clerk

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 _____, 20__,
by Renard U. Johnson, 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, J O N INVESTMENTS 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:

8606 N Gateway Blvd, more particularly described as N 46.667 Ft
Of S 95.333 Ft OF W 130 Ft Of 4, Block 6, Del Norte Acres
Subdivision, City of El Paso, El Paso County, Texas, PID #D361-
999-0060-6400

to be \$347.50, 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, 2024, 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 SEVEN AND 50/100 DOLLARS (\$347.50) 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 _____, 20__.

CITY OF EL PASO:


Renard U. Johnson
Mayor

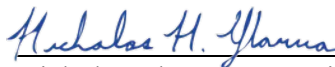
ATTEST:

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 _____, 20____,
by Renard U. Johnson, 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, MACIAS REYMUNDO & MARGARITA, 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:

8932 Mount Etna Dr, more particularly described as Lot 1633,
Block 70, Mountain View Subdivision, City of El Paso, El Paso
County, Texas, PID #M851-999-0700-0900

to be \$510.00, 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, 2023, 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 TEN AND 00/100 DOLLARS (\$510.00) 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 _____, 20__.

CITY OF EL PASO:


Renard U. Johnson
Mayor

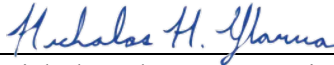
ATTEST:

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 _____, 20__,
by Renard U. Johnson, 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, PARRA PRIMIVITO & JUANA 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:

2623 Hamilton Ave, more particularly described as Lots 5 & 6,
Block 140, Highland Park Subdivision, City of El Paso, El Paso
County, Texas, PID #H453-999-1400-1600

to be \$490.00, 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 July, 2023, 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 AND 00/100 DOLLARS (\$490.00) 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 _____, 2024.

CITY OF EL PASO:


Renard U. Johnson
Mayor

ATTEST:

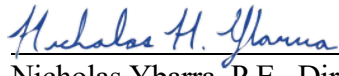
Laura D. Prine
City Clerk

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 _____, 20__,
by Renard U. Johnson, 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, J O N INVESTMENTS 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:

Lot S 48.667 Ft Of W 130 Ft Of 4, Block 6, Del Acres Subdivision,
City of El Paso, El Paso County, Texas, PID #D361-999-0060-6700

to be \$344.50, 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, 2023, 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 50/100 DOLLARS (\$344.50) 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 _____, 20__.

CITY OF EL PASO:

Renard U. Johnson
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 _____, 20__,
by Renard U. Johnson, 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, GARCIA UVALDO & HERLINDA, 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:

3304 Killarney Rd, more particularly described as Lot 3, Block 20,
Scotsdale #2 Subdivision, City of El Paso, El Paso County, Texas,
PID #S231-999-0200-0700

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 7th day of August, 2023, 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 _____, 20__.

CITY OF EL PASO:

Renard U. Johnson
Mayor

ATTEST:

Laura D. Prine
City Clerk

APPROVED AS TO FORM:

APPROVED AS TO CONTENT:

Leslie B. Jean-Pierre
Leslie B. Jean-Pierre
Assistant City Attorney

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 _____, 20__,
by Renard U. Johnson, 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, OAJ 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:

7200 Dale Rd, more particularly described as Ne 114.33 Ft Of 1
(8550 Sq Ft), Block 7, Stiles Gardens Subdivision, City of El Paso,
El Paso County, Texas, PID #S658-999-0070-0300

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 17th day of August, 2023, 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 _____, 20__.

CITY OF EL PASO:


Renard U. Johnson
Mayor

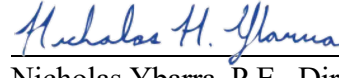
ATTEST:

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 _____, 20__,
by Renard U. Johnson, 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, OAJ 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:

7202 Dale Rd B, more particularly described as Nwly Of 2 (19.8 Ft On Nly Irreg On Ely 24.46 Ft On Sly 152.38 Ft On Wly) (3468.58 Sq Ft), Block 7, Stiles Gardens Subdivision, City of El Paso, El Paso County, Texas, PID #S658-999-0070-0420

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 17th day of August, 2023, 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 _____, 20__.

CITY OF EL PASO:

Renard U. Johnson
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 _____, 20__,
by Renard U. Johnson, 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, MISION APOSTOLICA DE LA FE EN CRISTO JESUS, 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:

5620 Baghdad, more particularly described as Lot 6 (6600 Sq Ft),
Block 12, Sahara Subdivision, City of El Paso, El Paso County,
Texas, PID #S033-999-0120-1300

to be \$651.50, 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 3rd day of August, 2023, 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 FIFTY ONE AND 50/100 DOLLARS (\$651.50) 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 _____, 20__.

CITY OF EL PASO:


Renard U. Johnson
Mayor

ATTEST:

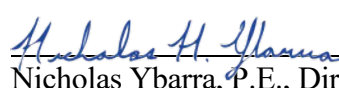
Laura D. Prine
City Clerk

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 _____, 20__,
by Renard U. Johnson, 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, MENDEZ MANUEL D 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:

10057 Kenworthy Dr, more particularly described as Lot 15 Exc S
2 Ft (7388 Sq Ft), Block 14, Terrace Hills Subdivision, City of El
Paso, El Paso County, Texas, PID #T172-999-0140-2900

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 18th day of August, 2023, 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.

PASSED AND APPROVED this _____ day of _____, 20__.

CITY OF EL PASO:

Renard U. Johnson
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 _____, 20__,
by Renard U. Johnson, 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, MASSEY CHRISTY 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:

10437 Orpheus Dr, more particularly described as Lot 18 (6430 Sq Ft), Block 10, Apollo Heights Replat Subdivision, City of El Paso, El Paso County, Texas, PID #A642-999-0100-3500

to be \$1786.00, 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, 2023, 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 SEVEN HUNDRED EIGHTY SIX AND 00/100 DOLLARS (\$1786.00) 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 _____, 20__.

CITY OF EL PASO:

Renard U. Johnson
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 _____, 20____,
by Renard U. Johnson, 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, LARA ALFREDO JR & HURTADO ALICIA 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:

4952 Ruben Soto Dr, more particularly described as Lot 1, Block 36, Tres Suenos #8 Subdivision, City of El Paso, El Paso County, Texas, PID #T820-999-0360-0100

to be \$349.00, 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, 2023, 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 NINE AND 00/100 DOLLARS (\$349.00) 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 _____, 20__.

CITY OF EL PASO:

Renard U. Johnson
Mayor

ATTEST:

Laura D. Prine
City Clerk

APPROVED AS TO FORM:

APPROVED AS TO CONTENT:

Leslie B. Jean-Pierre
Assistant City Attorney

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 _____, 20__,
by Renard U. Johnson, 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, UNITED SECURITY FINANCIAL CORP, 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:

12280 Tierra Pez Way, more particularly described as Lot 29
(6363.28 Sq Ft), Block 48, Tierra Del Este #8 Subdivision, City of
El Paso, El Paso County, Texas, PID #T287-999-0480-2900

to be \$611.50, 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 July, 2023, 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 ELEVEN AND 50/100 DOLLARS (\$611.50) 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 _____, 20__.

CITY OF EL PASO:


Renard U. Johnson
Mayor

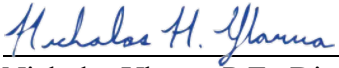
ATTEST:

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 _____, 20__,
by Renard U. Johnson, 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, FIGUEROA JOE H & MARTHA, 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:

12729 Roberto Nunez, more particularly described as Lot 10, Block
23, Tres Suenos #5 Subdivision, City of El Paso, El Paso County,
Texas, PID #T823-999-0230-1000

to be \$327.00, 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 July, 2023, 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 SEVEN AND 00/100 DOLLARS (\$327.00) 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 _____, 20__.

CITY OF EL PASO:


Renard U. Johnson
Mayor

ATTEST:

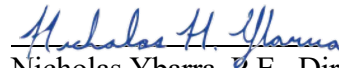
Laura D. Prine
City Clerk

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 _____, 20__,
by Renard U. Johnson, 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, LOPEZ MANUEL 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:

809 Duskin Dr, more particularly described as Tr 20 (11191 Sq Ft),
Loma Terrace #3 Subdivision, City of El Paso, El Paso County,
Texas, PID #L516-999-0010-7700

to be \$333.00, 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 July, 2023, 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 THREE AND 00/100 DOLLARS (\$333.00) 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 _____, 20__.

CITY OF EL PASO:


Renard U. Johnson
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 _____, 20__,
by Renard U. Johnson, 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, ANSA TRACING COMPANY 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:

8831 Sunland Rd, more particularly described as TR 39 (0.413 Ac),
Sunland Gardens Subdivision, City of El Paso, El Paso County,
Texas, PID #S850-999-0010-8900

to be \$455.00, 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 July, 2023, 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 FIVE AND 00/100 DOLLARS (\$455.00) 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 _____, 20__.

CITY OF EL PASO:


Renard U. Johnson
Mayor

ATTEST:

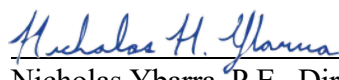
Laura D. Prine
City Clerk

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 _____, 20____,
by Renard U. Johnson, 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, DE LA ROSA JOSE E REV TRUST, 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:

8877 Dulce Cir, more particularly described as Lot 1, Block 1, Rosa Linda Subdivision, City of El Paso, El Paso County, Texas, PID #R705-999-0010-0100

to be \$323.00, 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 July, 2023, 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 THREE AND 00/100 DOLLARS (\$323.00) 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 _____, 20__.

CITY OF EL PASO:


Renard U. Johnson
Mayor

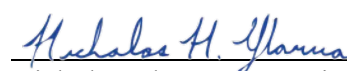
ATTEST:

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 _____, 20__,
by Renard U. Johnson, 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, WALKER DALLAS, 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:

300 Sereno Dr, more particularly described as Lot 20 (10912 Sq Ft),
Block 1, Lido Square Subdivision, City of El Paso, El Paso County,
Texas, PID #L260-999-0010-3900

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 12th day of July, 2023, 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 _____, 20__.

CITY OF EL PASO:


Renard U. Johnson
Mayor

ATTEST:

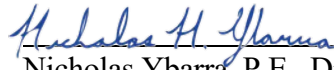
Laura D. Prine
City Clerk

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 _____, 20__,
by Renard U. Johnson 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, CERVANTES 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:

8780 Roseway Dr, more particularly described as Lot 1, Block 1, El Paso Tabernacle Place Subdivision, City of El Paso, El Paso County, Texas, PID #E381-999-0010-0100

to be \$443.00, 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 June, 2023, 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 THREE AND 00/100 DOLLARS (\$443.00) 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 _____, 20__.

CITY OF EL PASO:

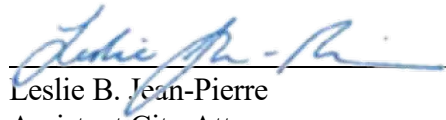
Renard U. Johnson
Mayor

ATTEST:

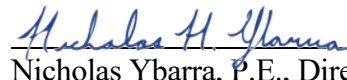
Laura D. Prine
City Clerk

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 _____, 20____,
by Renard U. Johnson, 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, EXTERNAL DEVELOPMENT I 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:

Lot Tr 3-B (3.577 Ac), Block 6, Ysleta Subdivision, City of El Paso, El Paso County, Texas, PID #Y805-999-0060-0360

to be \$365.00, 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 July, 2023, 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 FIVE AND 00/100 DOLLARS (\$365.00) 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 _____, 20__.

CITY OF EL PASO:


Renard U. Johnson
Mayor

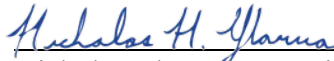
ATTEST:

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 _____, 20__,
by Renard U. Johnson, 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, SPENCE MICHAEL L & CAROL 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:

1307 Madeline Dr, more particularly described as Lots 7 & 8 (6125 Sq Ft), Block 25, Kern Place Subdivision, City of El Paso, El Paso County, Texas, PID #K216-999-0250-1500

to be \$584.50, 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 July, 2023, 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 FOUR AND 50/100 DOLLARS (\$584.50) 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 _____, 20__.

CITY OF EL PASO:


Renard U. Johnson
Mayor

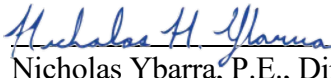
ATTEST:

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 _____, 20__,
by Renard U. Johnson, 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

SOLID WASTE LIENS

January 22, 2025

| Address | Owner of Record | Amount | District |
|------------------------|-----------------------------------------------|------------|----------|
| 330 BELVA WAY | KRIEGER CHARLES R | \$1,125.50 | 1 |
| 531 FRONTERA RD | ALESKANDRANY ABDELRAZZAK | \$2,267.00 | 1 |
| 4948 RILEY CT | LOPEZ PATRICIA | \$1,194.00 | 2 |
| 8606 N GATEWAY BLVD | J O N INVESTMENTS LLC | \$347.50 | 2 |
| 8932 MOUNT ETNA DR | MACIAS REYMUNDO & MARGARITA | \$510.00 | 2 |
| 2623 HAMILTON AVE | PARRA PRIMIVITO & JUANA R | \$490.00 | 2 |
| PID D361-999-0060-6700 | J O N INVESTMENTS LLC | \$344.50 | 2 |
| 3304 KILLARNEY RD | GARCIA UVALDO & HERLINDA | \$367.50 | 3 |
| 7200 DALE RD | OAJ PROPERTIES LLC | \$343.50 | 3 |
| 7202 DALE RD B | OAJ PROPERTIES LLC | \$343.50 | 3 |
| 5620 BAGHDAD | MISION APOSTOLICA DE LA FE EN CRISTO JESUS | \$651.50 | 4 |
| 10057 KENWORTHY DR | MENDEZ MANUEL D JR | \$450.50 | 4 |
| 10437 ORPHEUS DR | MASSEY CHRISTY L | \$1,786.00 | 4 |
| 4952 RUBEN SOTO DR | LARA ALFREDO JR & HURTADO ALICIA C | \$349.00 | 5 |
| 12280 TIERRA PEZ WAY | UNITED SECURITY FINANCIAL CORP | \$611.50 | 5 |
| 12729 ROBERTO NUNEZ | FIGUEROA JOE H & MARTHA | \$327.00 | 5 |
| 809 DUSKIN DR | LOPEZ MANUEL JR | \$333.00 | 7 |
| 8831 SUNLAND RD | ANSA TRACING COMPANY LLC | \$455.00 | 7 |
| 8877 DULCE CIR | DE LA ROSA JOSE E REV TRUST | \$323.00 | 7 |
| 300 SERENO DR | WALKER DALLAS | \$336.00 | 7 |
| 8780 ROSEWAY DR | CERVANTES MARIA | \$443.00 | 7 |

| | | | |
|------------------------|----------------------------|----------|---|
| PID Y805-999-0060-0360 | EXTERNI DEVELOPMENT I LLC | \$365.00 | 7 |
| 1307 MADELINE DR | SPENCE MICHAEL L & CAROL R | \$584.50 | 8 |



Legislation Text

File #: 25-104, 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.

Approve a Resolution in conformity with Section 3.5A of the City Charter to reschedule the Regular City Council Meeting for Tuesday, February 18, 2025 to Tuesday, February 25, 2025 due to El Paso Days in Austin the week of February 17, 2025 creating a lack of quorum.

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



DEPARTMENT: City Clerk

AGENDA DATE: 1/22/25

PUBLIC HEARING DATE:

CONTACT PERSON NAME: Laura D. Prine

PHONE NUMBER: 915-212-0049

DISTRICT(S) AFFECTED: All Districts

STRATEGIC GOAL:

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

SUBGOAL:

6.8 Support transparent and inclusive government

SUBJECT:

Approve a Resolution in conformity with Section 3.5A of the City Charter to reschedule the Regular City Council Meeting for Tuesday, February 18, 2025 to Tuesday, February 25, 2025 due to El Paso Days in Austin the week of February 17, 2025 creating a lack of quorum.

BACKGROUND / DISCUSSION:

The meetings for the week of February 18, 2025 need to be rescheduled to avoid a quorum issue due to some Council members who are scheduled to attend the El Paso Days in Austin. February meetings will be held on February 4, 2025 and February 25, 2025 in compliance with the two meeting per month requirement.

COMMUNITY AND STAKEHOLDER OUTREACH:

N/A

PRIOR COUNCIL ACTION:

On January 24, 2023, the February 14, 2023 meeting was rescheduled to February 7, 2023 to allow Council members to attend El Paso Days in Austin.

AMOUNT AND SOURCE OF FUNDING:

N/A

REPORTING OF CONTRIBUTION OR DONATION TO CITY COUNCIL:

N/A

| NAME | AMOUNT (\$) |
|------|-------------|
| | |

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

DEPARTMENT HEAD: Laura D. Dine

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

RESOLUTION

WHEREAS, pursuant to the City’s 2025 calendar year City Council regular meeting schedule, City Council is scheduled to meet on Tuesday, February 18, 2025; and

WHEREAS, Due to “El Paso Days” being held in Austin the week of February 17, 2025 and several Council Members planned participation in such event, the City Council desires to reschedule the February 18, 2025 meeting to Tuesday, February 25, 2025; and

WHEREAS, the City will resume its regular meetings of the City Council for the 2025 calendar year on Tuesday, March 4, 2025, with Agenda Review and Work Session on Monday, March 3, 2025.

NOW, THEREFORE BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL AS FOLLOWS;

That in conformity with Section 3.5 of the City Charter, the regular City Council meeting scheduled on February 18, 2025 is hereby cancelled due to lack of quorum, and reset for Tuesday, February 25, 2025, and that the regular meetings of the City Council for the 2025 calendar year will resume on Tuesday, March 4, 2025 with the Agenda Review and Work Session on Monday, March 3, 2025.

All City Council Rules and Procedures not expressly modified herein remain in full force and effect.

Passed and Approved this _____ day of January, 2025.

CITY OF EL PASO

Renard U. Johnson, Mayor

ATTEST:

APPROVED AS TO FORM:

Laura D. Prine
City Clerk

Karla Saenz

Karla Saenz
Assistant City Attorney



Legislation Text

File #: 25-111, 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, Ian Voglewede, (915) 299-9409

AGENDA LANGUAGE:

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

A Resolution to authorize the expenditure of District 1, 2, 3, 4, 5, and 6 discretionary funds, in an amount not to exceed \$6,000 each, to fund their participation in the El Paso Chamber's El Paso Days in Austin event.

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

DEPARTMENT:

AGENDA DATE:

PUBLIC HEARING DATE:

CONTACT PERSON NAME:

PHONE NUMBER:

DISTRICT(S) AFFECTED:

STRATEGIC GOAL:

SUBGOAL:

SUBJECT:

BACKGROUND / DISCUSSION:

COMMUNITY AND STAKEHOLDER OUTREACH:

PRIOR COUNCIL ACTION:

AMOUNT AND SOURCE OF FUNDING:

REPORTING OF CONTRIBUTION OR DONATION TO CITY COUNCIL:

| NAME | AMOUNT (\$) |
|------|-------------|
| | |

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

DEPARTMENT HEAD: _____

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

RESOLUTION

WHEREAS, El Paso Days is an event in Austin hosted by the El Paso Chamber of Commerce in which local government officials and local business owners meet with Texas state lawmakers during the legislative session to discuss local needs; and

WHEREAS, present city representatives can make a tangible impact on how state-level decisions align with El Paso's goals and vision for the future including for the interests of the community, advocacy, and influence legislation.

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

THAT the City Council declares that the expenditure of District 1 discretionary funds in the amount of \$1,687.51 to fund Representative Alejandra Chavez attendance at the El Paso Days event in Austin, Texas serves a municipal purpose of setting the standard for sound governance and fiscal management; and

THAT the City Council declares that the expenditure of District 2 discretionary funds in the amount of \$5,000.00 to fund Representative Dr. Josh Acevedo and staff member attendance at the El Paso Days event in Austin, Texas serves a municipal purpose of setting the standard for sound governance and fiscal management; and

THAT the City Council declares that the expenditure of District 3 discretionary funds in the amount of \$490.00 to fund Representative Deanna Maldonado-Rocha attendance at the El Paso Days event in Austin, Texas serves a municipal purpose of setting the standard for sound governance and fiscal management; and

THAT the City Council declares that the expenditure of District 4 discretionary funds in the amount of \$4,921.41 to fund Representative Cynthia Boyar Trejo and staff members attendance at the El Paso Days event in Austin, Texas serves a municipal purpose of setting the standard for sound governance and fiscal management; and

THAT the City Council declares that the expenditure of District 5 discretionary funds in the amount of \$3,000.00 to fund Representative Ivan Niño and staff member attendance at the El Paso Days in Austin, Texas serves a municipal purpose of setting the standard for sound governance and fiscal management; and

THAT the City Council declares that the expenditure of District 6 discretionary funds in the amount of \$6,000.00 to fund Representative Art Fierro and staff member attendance at the El Paso Days in Austin, Texas serves a municipal purpose of setting the standard for sound governance and fiscal management; and

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

APPROVED this _____ day of _____, 2025.

THE CITY OF EL PASO:

Renard U. Johnson
Mayor

ATTEST:

Laura D. Prine
City Clerk

APPROVED AS TO FORM:



Jesus A. Quintanilla
Assistant City Attorney



Legislation Text

File #: 25-72, 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

Capital Improvement Department, Yvette Hernandez, (915) 212-1800

AGENDA LANGUAGE:

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

A Resolution to authorize the City Manager to execute a deductive Construction Quantity Notice in the amount of \$328,204.11 to Contract No. 2022-0747 (Rojas Drive Widening), with contractor International Eagle Enterprises, Inc. The original contract amount was \$12,024,880.90. The new contract amount, including this construction quantity notice and all previous construction quantity notices and change orders, is \$11,948,055.73. There is no change in contract time resulting from this change order. The City Manager, or designee, is authorized to execute any documents necessary to carry out the intent of this Resolution.

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

DEPARTMENT:

AGENDA DATE:

PUBLIC HEARING DATE:

CONTACT PERSON NAME:

PHONE NUMBER:

DISTRICT(S) AFFECTED:

STRATEGIC GOAL:

SUBGOAL:

SUBJECT:

BACKGROUND / DISCUSSION:

COMMUNITY AND STAKEHOLDER OUTREACH:

PRIOR COUNCIL ACTION:

AMOUNT AND SOURCE OF FUNDING:

REPORTING OF CONTRIBUTION OR DONATION TO CITY COUNCIL:

| NAME | AMOUNT (\$) |
|------|-------------|
| | |

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

DEPARTMENT HEAD: _____

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

RESOLUTION

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

That the City Council approves a deductive Construction Quantity Notice in the amount of \$328,204.11 to Contract No. 2022-0747 (Rojas Drive Widening), with contractor International Eagle Enterprises, Inc. The original contract amount was \$12,024,880.90. The new contract amount, including this construction quantity notice and all previous construction quantity notices and change orders, is \$11,948,055.73. There is no change in contract time resulting from this change order. The City Manager, or designee, is authorized to execute any documents necessary to carry out the intent of this Resolution.

APPROVED THIS _____ DAY OF _____ 2025.

CITY OF EL PASO:


Renard U. Johnson
Mayor

ATTEST:

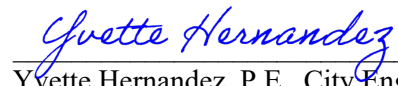
Laura D. Prine
City Clerk

APPROVED AS TO FORM:

APPROVED AS TO CONTENT:



Roberta Brito
Senior Assistant City Attorney



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

CITY OF EL PASO CONSTRUCTION QUANTITY NOTICE

| | | | | | |
|-------------------------------------------------------|----------------------|-------------------------------------------------|-------------------|---|---------------------|
| QUANTITY NOTICE NUMBER | 2 | DATE: | December 20, 2024 | | SCOPE CHANGE |
| PROJECT: | Rojas Drive Widening | SOLICITATION NO. | 2022-0747 | X | CONSTRUCTION CHANGE |
| Original Contract Amount: | \$ 12,024,880.90 | Contract Time to Substantial Completion | 337 | | |
| Net Change by previous Change Orders: | \$ 203,153.94 | Total days added due to Change Orders and CQN's | 43 | | |
| Net Change by previous Construction Quantity Notices: | \$ 48,225.00 | Total days added for this CQN | 0 | | |
| Amount of this Construction Quantity Adjustment: | \$ (328,204.11) | New Contract Time to Substantial Completion: | 380 | | |
| New Amended Contract Amount: | \$ 11,948,055.73 | Current Substantial Completion Due Date | 10/29/2024 | | |
| Change Order Percentage: | -0.64% | | | | |

JUSTIFICATION FOR THE QUANTITY ADJUSTMENT:

100% Quantity Adjustment for actual work installed versus bid quantities and in accordance to project's measurement and payment specification.

| Description | Unit | Unit Price | Quantity | Total |
|----------------------------------------------------|------|--------------|------------|-------------------|
| 100 6006 PREPARING ROW (TREES)(LESS THAN 24" DIA) | EA | \$160.00 X | 1.00 = | \$ 160.00 |
| 104 6017 REMOVING CONC (DRIVEWAYS) | SY | \$25.00 X | 136.91 = | \$ 3,422.75 |
| 104 6029 REMOVING CONC (CURB OR CURB & GUTTER) | LF | \$6.00 X | 0.81 = | \$ 4.86 |
| 104 6036 REMOVING CONC (SIDEWALK OR RAMP) | SY | \$20.00 X | 10.52 = | \$ 210.40 |
| 105 6038 REMOVING STAB BASE AND ASPHALT PAVE (11") | SY | \$8.50 X | 27.68 = | \$ 235.28 |
| 110 6001 EXCAVATION (ROADWAY) | CY | \$9.00 X | 39.95 = | \$ 359.55 |
| 247 6061 FL BS (CMP IN PLC)(TY A GR1-2)(6") | SY | \$9.00 X | 87.36 = | \$ 786.24 |
| 310 6005 PRIME COAT (AE-P) | GAL | \$7.50 X | 97.96 = | \$ 734.70 |
| 351 6006 FLEXIBLE PAVEMENT STRUCTURE REPAIR (10") | SY | \$23.00 X | -2918.47 = | \$ (67,124.81) |
| 3076 6040 D-GR HMA TY-D PG 70-22 | TON | \$93.00 X | 1.43 = | \$ 132.99 |
| 464 6005 RC PIPE (CL III)(24 IN) | LF | \$105.00 X | -18.00 = | \$ (1,890.00) |
| 465 6003 MANH (COMPL)(PRM)(60 IN) | EA | \$4,600.00 X | -2.00 = | \$ (9,200.00) |
| 479 6004 ADJUSTING MANHOLES (SANITARY) | EA | \$500.00 X | 1.00 = | \$ 500.00 |
| 479 6010 ADJUSTING MANHOLES (ELECTRIC BOX) | EA | \$2,840.00 X | -5.00 = | \$ (14,200.00) |
| 479 6011 ADJUSTING MANHOLES (IRRIGATION BOX) | EA | \$500.00 X | -1.00 = | \$ (500.00) |
| 479 ELP1 ADJUSTING MANHOLES (COMMUNICATION BOX) | EA | \$2,525.00 X | -17.00 = | \$ (42,925.00) |
| 479 ELP2 ADJUSTING MANHOLES (WATER VAULT BOX) | EA | \$850.00 X | -2.00 = | \$ (1,700.00) |
| 479 ELP3 ADJUSTING MANHOLES (GAS VALVE) | EA | \$1,200.00 X | -3.00 = | \$ (3,600.00) |
| 479 ELP4 ADJUSTING BACKFLOW PREVENTER | EA | \$1,000.00 X | -8.00 = | \$ (8,000.00) |
| 479 ELP5 ADJUSTING FIBER OPTIC MARKERS | EA | \$555.00 X | -17.00 = | \$ (9,435.00) |
| Total this Sheet | | | | = \$ (152,028.04) |

TOTAL CONSTRUCTION QUANTITY NOTICE AMOUNT (including all pages): \$ (328,204.11)

Consecutive calendar days added to completion time: 0

| | |
|----------------------------------------------------------------------------------------------------|---------------------------------------|
| CONTRACTOR | International Eagle Enterprises, Inc. |
| I, _____, of _____ agree and accept the terms and conditions of this construction quantity notice. | |
| Signature: _____ | Date: _____ |

| |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------|
| CITY OF EL PASO (OWNER) |
| I, <u>Yvette Hernandez, P.E.</u> of the City of El Paso hereby authorize and direct the Contractor to proceed with additional work as described in this form. |
| Signature: _____ Date: _____ |
| Yvette Hernandez, P.E. |

CITY OF EL PASO CONSTRUCTION QUANTITY NOTICE - Pg. 2

| | | | |
|--------------------------------------|-----------------------------------|----------|---------------------|
| QUANTITY NOTICE NUMBER: <u>2</u> | DATE: <u>December 20, 2024</u> | X | SCOPE CHANGE |
| PROJECT: <u>Rojas Drive Widening</u> | SOLICITATION NO. <u>2022-0747</u> | | CONSTRUCTION CHANGE |

| | | |
|------------------------------------|-------------------------|------------------------------------|
| Project Number <u>PCP20TRAN05</u> | Project Number <u>0</u> | PURCHASE ORDER # <u>2300000186</u> |
| Class <u>38170, 38290, 38230</u> | Class <u>0</u> | |
| Department <u>190</u> | Department <u>0</u> | |
| Fund <u>4950, 4741, 4743, 4970</u> | Fund <u>0</u> | |
| Account <u>580270</u> | Account <u>0</u> | |

| Description | Unit | Unit Price | Quantity | Total |
|--------------------------------------------------|------|------------|---------------|-------------------|
| 479 ELP6 ADJUSTING TRAFFIC SIGNAL BOX | EA | \$1,900.00 | X -2.00 = | \$ (3,800.00) |
| 479 ELP7 ADJUSTING GAS TEST STATION | EA | \$850.00 | X -3.00 = | \$ (2,550.00) |
| 479 ELP8 ADJUSTING GAS METER | EA | \$800.00 | X -1.00 = | \$ (800.00) |
| 506 6020 CONSTRUCTION EXITS (INSTALL)(TY 1) | SY | \$25.00 | X -898.32 = | \$ (22,458.00) |
| 506 6024 CONSTRUCTION EXITS (REMOVE) | SY | \$8.00 | X -898.32 = | \$ (7,186.56) |
| 506 6038 TEMP SEDMT CONT FENCE (INSTALL) | LF | \$4.50 | X -10503.30 = | \$ (47,264.85) |
| 506 6039 TEMP SEDMT CONT FENCE (REMOVE) | LF | \$0.50 | X -10503.30 = | \$ (5,251.65) |
| 512 6009 PORT CTB (FURN & INST)(LOW PROF) (TY 1) | LF | \$83.00 | X -440.00 = | \$ (36,520.00) |
| 530 6004 DRIVEWAY (CONC) | SY | \$45.00 | X 136.94 = | \$ 6,162.30 |
| 531 6010 CURB RAMPS (TY 7) | EA | \$1,200.00 | X 2.00 = | \$ 2,400.00 |
| 5033 ELP1 FIXED BOLLARD | EA | \$750.00 | X 2.00 = | \$ 1,500.00 |
| 5113 ELP1 WROUGHT IRON FENCE | LF | \$300.00 | X -2.00 = | \$ (600.00) |
| 618 6023 CONDT (PVC)(SCH 40)(2") | LF | \$23.00 | X 184.00 = | \$ 4,232.00 |
| 618 6024 CONDT (PVC)(SCH 40)(2")(BORE) | LF | \$33.60 | X 60.00 = | \$ 2,016.00 |
| 618 6029 CONDT (PVC)(SCH 40)(3") | LF | \$25.30 | X 1.00 = | \$ 25.30 |
| 618 6047 CONDT (PVC)(SCH 80)(2")(BORE) | LF | \$35.00 | X 68.00 = | \$ 2,380.00 |
| 620 6004 ELEC CONDR (NO 12 INSULATED) | LF | \$2.25 | X -160.00 = | \$ (360.00) |
| 620 6008 ELEC CONDR (NO 8 INSULATED) | LF | \$3.75 | X 68.00 = | \$ 255.00 |
| 620 6009 ELEC CONDR (NO 6) BARE | LF | \$4.25 | X -305.00 = | \$ (1,296.25) |
| 620 6010 ELEC CONDR (NO 6) INSULATED | LF | \$4.25 | X 1036.00 = | \$ 4,403.00 |
| 620 6012 ELEC CONDR (NO 4) INSULATED | LF | \$6.00 | X -556.00 = | \$ (3,336.00) |
| 624 6002 GROUND BOX TY A (122311) W/APRON | EA | \$1,500.00 | X 1.00 = | \$ 1,500.00 |
| 625 6001 ZINC COAT STL WIRE STRAND (1/4") | LF | \$3.25 | X -175.00 = | \$ (568.75) |
| 625 6003 ZINC COAT STL WIRE STRAND (3/8" | LF | \$4.50 | X -700.00 = | \$ (3,150.00) |
| 644 6001 IN SM RD SN SUP&AM TY 10 BWG (1) SA(P) | EA | \$900.00 | X -1.00 = | \$ (900.00) |
| 644 6075 RELOCATE SM RD SN SUP&AM (SIGN ONLY) | EA | \$500.00 | X -5.00 = | \$ (2,500.00) |
| 644 6078 REMOVE SM RD SN SUP&AM (SIGN ONLY) | EA | \$50.00 | X -5.00 = | \$ (250.00) |
| 662 6075 WK ZN PAV MRK REMOV (W) 24" (SLD) | LF | \$15.00 | X -264.90 = | \$ (3,973.50) |
| Total this Sheet | | | | = \$ (117,891.96) |

TOTAL CONSTRUCTION QUANTITY NOTICE AMOUNT (including all pages): \$ (328,204.11)

Consecutive calendar days added to completion time: 0

Project Manager recommends approval: Alex Arila

Engineering Division Manager recommends approval: _____

Financing Department approval: _____
(If Required)

CITY OF EL PASO CONSTRUCTION QUANTITY NOTICE - Pg. 3

| | | |
|--------------------------------------|-----------------------------------|---------------------------------|
| QUANTITY NOTICE NUMBER: <u>2</u> | DATE: <u>December 20, 2024</u> | SCOPE CHANGE |
| PROJECT: <u>Rojas Drive Widening</u> | SOLICITATION NO. <u>2022-0747</u> | X CONSTRUCTION CHANGE |

| | | |
|------------------------------------|----------------------------|------------------------------------|
| Project Number <u>PCP20TRAN05</u> | Project Number \$ <u>-</u> | PURCHASE ORDER # <u>2300000186</u> |
| Class <u>38170, 38290, 38230</u> | Class <u>0</u> | |
| Department <u>190</u> | Department <u>0</u> | |
| Fund <u>4950, 4741, 4743, 4970</u> | Fund <u>0</u> | |
| Account <u>580270</u> | Account <u>0</u> | |

| Description | Unit | Unit Price | Quantity | Total |
|--------------------------------------------------|------|-------------|--------------|-------------------------|
| 662 6080 WK ZN PAV MRK REMOV (W) (ARROW) | EA | \$360.00 | X -20.00 = | \$ (7,200.00) |
| 662 6081 WK ZN PAV MRK REMOV (W) (DBL ARROW) | EA | \$500.00 | X -14.00 = | \$ (7,000.00) |
| 662 6088 WK ZN PAV MRK REMOV (W) (TPL ARROW) | EA | \$675.00 | X -2.00 = | \$ (1,350.00) |
| 662 6094 WK ZN PAV MRK REMOV (Y) (DOT) | LF | \$5.00 | X -94.00 = | \$ (470.00) |
| 666 6006 REFL PAV MRK TY1 (W) 4" (DOT) (100 MIL) | LF | \$10.00 | X -26.00 = | \$ (260.00) |
| 672 6010 REFL PAV MRK TY II C-R | EA | \$10.00 | X 109.00 = | \$ 1,090.00 |
| 678 6033 PAV SURF PREP FOR MRK (RPM) | EA | \$2.00 | X 109.00 = | \$ 218.00 |
| 681 6001 TEMP TRAFFIC SIGNALS | EA | \$92,000.00 | X -0.05981 = | \$ (5,502.61) |
| 682 6001 VEH SIG SEC (12") LED (GRN) | EA | \$575.00 | X -2.00 = | \$ (1,150.00) |
| 682 6002 VEH SIG SEC (12") LED (GRN ARW) | EA | \$565.00 | X -1.00 = | \$ (565.00) |
| 682 6003 VEH SIG SEC (12") LED (YEL) | EA | \$600.00 | X -2.00 = | \$ (1,200.00) |
| 682 6004 VEH SIG SEC (12") LED (YEL ARW) | EA | \$560.00 | X -1.00 = | \$ (560.00) |
| 682 6005 VEH SIG SEC (12") LED (RED) | EA | \$540.00 | X -2.00 = | \$ (1,080.00) |
| 682 6006 VEH SIG SEC (12") LED (RED ARW) | EA | \$535.00 | X -1.00 = | \$ (535.00) |
| 684 6010 TRF SIG CBL (TY A)(12 AWG)(5 CONDR) | LF | \$4.00 | X -127.00 = | \$ (508.00) |
| 684 6012 TRF SIG CBL (TY A)(12 AWG)(7 CONDR) | LF | \$4.50 | X -12.00 = | \$ (54.00) |
| 684 6025 TRF SIG CBL (TY A)(12 AWG)(20 CONDR) | LF | \$7.75 | X 139.00 = | \$ 1,077.25 |
| 684 6031 TRF SIG CBL (TY A)(14 AWG)(5 CONDR) | LF | \$3.28 | X -230.00 = | \$ (754.40) |
| 684 6033 TRF SIG CBL (TY A)(14 AWG)(7 CONDR) | LF | \$3.50 | X -185.00 = | \$ (647.50) |
| 684 6079 TRF SIG CBL (TY C)(12 AWG)(2 CONDR) | LF | \$2.75 | X 206.00 = | \$ 566.50 |
| 690 6001 REMOVAL OF CONDUIT | LF | \$7.15 | X -125.00 = | \$ (893.75) |
| 690 6009 REMOVAL OF CABLES | LF | \$4.50 | X -125.00 = | \$ (562.50) |
| 6001 6001 PORTABLE CHANGEABLE MESSAGE SIGN | DAY | \$90.00 | X -45.00 = | \$ (4,050.00) |
| 6002 6005 VIVDS COMMUNICATION CABLE (COAXIAL) | LF | \$4.00 | X -105.00 = | \$ (420.00) |
| 6027 6003 CONDUIT (PREPARE) | LF | \$7.00 | X -240.00 = | \$ (1,680.00) |
| 6027 6006 GROUND BOX (INSTALL) | EA | \$1,375.00 | X -4.00 = | \$ (5,500.00) |
| Total this Sheet | | | | = \$ (38,991.01) |

TOTAL CONSTRUCTION QUANTITY NOTICE AMOUNT (including all pages): \$ (328,204.11)

Consecutive calendar days added to completion time: 0

Project Manager recommends approval: Alex Arila

Engineering Division Manager recommends approval: _____

Financing Department approval: _____
(If Required)

CITY OF EL PASO CONSTRUCTION QUANTITY NOTICE - Pg. 4

PURCHASE ORDER # 2300000186

[illegible]

TOTAL CONSTRUCTION QUANTITY NOTICE AMOUNT (including all pages): **\$ (328,204.11)**

Consecutive calendar days added to completion time: 0

Project Manager recommends approval: Alex Avila

Engineering Division Manager recommends approval: Margaret K Schroeder 12/23/2024

Financing Department approval: _____
(If Required) 19

REQUEST FOR PO INCREASE/DECREASE FOR CQN

| | | | | | | | |
|-----------------|--------------------------------------------------------------------|---------------------------------------|------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------|---|----------|
| PROJECT: | QUANTITY NOTICE NO: <u>2</u> Rojas Drive Widening | DATE: <u>December 20, 2024</u> | SOLICITATION NO. <u>2022-0747</u> | <table border="1" style="margin: auto;"> <tr> <td style="padding: 2px;">INCREASE</td> </tr> <tr> <td style="text-align: center; padding: 2px;">X</td> </tr> <tr> <td style="padding: 2px;">DECREASE</td> </tr> </table> | INCREASE | X | DECREASE |
| INCREASE | | | | | | | |
| X | | | | | | | |
| DECREASE | | | | | | | |

| | | |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------|-------------------------------------------|
| Project Number <u>PCP20TRAN05</u> Class <u>38170, 38290, 38230</u> Department <u>190</u> Fund <u>4950, 4741, 4743, 4970</u> Account <u>580270</u> | Project Number <u>0</u> Class <u>0</u> Department <u>0</u> Fund <u>0</u> Account <u>0</u> | PURCHASE ORDER # <u>2300000186</u> |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------|-------------------------------------------|

CONTRACTOR NAME: International Eagle Enterprises, Inc.

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

| LINE | ADDED AMOUNT |
|------|-----------------|
| 3 | \$ (11,850.00) |
| 4 | \$ (316,354.11) |
| | |
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| | |

TOTAL NET CHANGE
TO PURCHASE
ORDER

\$ (328,204.11)
 (should match cost below)

| LINE 3 BASE BID II - EP WATER | | | | | | | |
|-------------------------------|------|------|----------|---------|-------------|-------|----------------|
| Account | Dept | Fund | Division | Program | Project | Grant | Amount |
| 580270 | 190 | 4970 | 38230 | | PCP20TRAN05 | | \$ (11,850.00) |

| LINE 4 BASE BID I - CITY MATCH | | | | | | | |
|--------------------------------|------|------|----------|---------|-------------|-------|-----------------|
| Account | Dept | Fund | Division | Program | Project | Grant | Amount |
| 580270 | 190 | 4743 | 38290 | | PCP20TRAN05 | | \$ (316,354.11) |

Consecutive calendar days added to completion time: 0 TOTAL CHANGE ORDER AMOUNT: **\$ (328,204.11)**

Project Manager Alex Avila

Engineering Division Manager recommends approval: Margaret K Schroeder 12/23/2024



Legislation Text

File #: 25-64, 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

Municipal Courts, Annabelle Casas, (915) 212-0215

AGENDA LANGUAGE:

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

Re-appointment of candidate Anastasha R. Arditti Vance to fill a Part Time Associate Judge vacancy. This position serves as substitute for the elected Municipal Court trial judges at trial and other court hearings; they preside over arraignments; they serve as magistrates on graveyard shifts.

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

DEPARTMENT:

AGENDA DATE:

PUBLIC HEARING DATE:

CONTACT PERSON NAME:

PHONE NUMBER:

DISTRICT(S) AFFECTED:

STRATEGIC GOAL:

SUBGOAL:

SUBJECT:

BACKGROUND / DISCUSSION:

COMMUNITY AND STAKEHOLDER OUTREACH:

PRIOR COUNCIL ACTION:

AMOUNT AND SOURCE OF FUNDING:

REPORTING OF CONTRIBUTION OR DONATION TO CITY COUNCIL:

| NAME | AMOUNT (\$) |
|------|-------------|
| | |

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

DEPARTMENT HEAD:



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

RESOLUTION

WHEREAS, Section 2.44.030C of the El Paso City Code permits City Council to appoint one or more part time-associate municipal judges to a four-year term; and

WHEREAS, it has been determined that such an appointment is needed in order to provide additional support to the elected Municipal Court Judges.

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

That the City Council reappoints Anastasha R. Ardittit Vance as Part-Time Associate Municipal Court Judge to serve a four year term beginning January 22, 2025.

ADOPTED this ____ **day of** _____, **2025.**

THE CITY OF EL PASO

Renard U. Johnson
Mayor

ATTEST:

Laura D. Prine
City Clerk

APPROVED AS TO FORM:

Robert Aguinaga Jr

Robert Aguinaga Jr.
Assistant City Attorney

APPROVED AS TO CONTENT:

Annabelle Casas

Annabelle Casas
Interim Director of Municipal Court



Legislation Text

File #: 25-74, Version: 1

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

DISTRICT, DEPARTMENT, CONTACT INFORMATION:

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

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

All Districts

Capital Improvement Department, Joaquin Rodriguez, (915) 212-1860

AGENDA LANGUAGE:

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

A Resolution that newly elected Mayor Renard U. Johnson be appointed to the Transportation Policy Board (TPB) for the Metropolitan Planning Organization, to replace former Mayor Oscar Leeser, effective immediately.

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

DEPARTMENT:

AGENDA DATE:

PUBLIC HEARING DATE:

CONTACT PERSON NAME:

PHONE NUMBER:

DISTRICT(S) AFFECTED:

STRATEGIC GOAL:

SUBGOAL:

SUBJECT:

BACKGROUND / DISCUSSION:

COMMUNITY AND STAKEHOLDER OUTREACH:

PRIOR COUNCIL ACTION:

AMOUNT AND SOURCE OF FUNDING:

REPORTING OF CONTRIBUTION OR DONATION TO CITY COUNCIL:

| NAME | AMOUNT (\$) |
|------|-------------|
| | |

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

DEPARTMENT HEAD: _____

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

RESOLUTION

WHEREAS, the Bylaws and Procedures for the Metropolitan Planning Organization's Transportation Policy Board (TPB) provide that the City of El Paso's representation on the TPB shall include the mayor or appointee; and

WHEREAS, the TPB's Bylaws and Procedures provide that representatives of local units of government shall be appointed by and serve at the pleasure of the city councils for the entity they represent.

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

That the City confirms that Mayor Renard U. Johnson is the designated appointee at the TPB as required by the TPB's Bylaws and Procedures.

APPROVED this _____ day of _____, 2025.

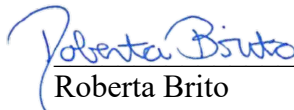
CITY OF EL PASO:

Renard U. Johnson
Mayor

ATTEST:

Laura D. Prine
City Clerk

APPROVED AS TO FORM:



Roberta Brito
Senior Assistant City Attorney



El Paso, TX

300 N. Campbell
El Paso, TX

Legislation Text

File #: 25-129, Version: 1

CITY OF EL PASO, TEXAS LEGISTAR AGENDA ITEM SUMMARY FORM

DISTRICT, DEPARTMENT, CONTACT INFORMATION:

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

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

All Districts

Capital Improvement Department, Joaquin Rodriguez, (915) 212-1860

AGENDA LANGUAGE:

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

A Resolution that Representative Alejandra Chávez be appointed to the Transportation Policy Board (TPB) for the Metropolitan Planning Organization, to fill a currently vacant position on the TPB, effective immediately.

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



DEPARTMENT: Capital Improvement

AGENDA DATE: 01/22/2025

PUBLIC HEARING DATE:

CONTACT PERSON NAME: Joaquin Rodriguez

PHONE NUMBER: 915-212-1860

DISTRICT(S) AFFECTED: All

STRATEGIC GOAL: No.7: Enhance and Sustain El Paso's Infrastructure

SUBGOAL:

SUBJECT: A Resolution that Representative Alejandra Chávez be appointed to the Transportation Policy Board (TPB) for the Metropolitan Planning Organization, to fill a currently vacant position on the TPB, effective immediately.

BACKGROUND / DISCUSSION:

Transportation Policy Board (TPB) bylaws provides that the City of El Paso's representation on the TPB shall include the mayor or appointee and three elected officials; and that representatives of local units of government shall be appointed by and serve at the pleasure of the appointing local units of government they represent. The City of El Paso desires to

COMMUNITY AND STAKEHOLDER OUTREACH:

N/A

PRIOR COUNCIL ACTION:

N/A

AMOUNT AND SOURCE OF FUNDING:

N/A

REPORTING OF CONTRIBUTION OR DONATION TO CITY COUNCIL:

N/A

| NAME | AMOUNT (\$) |
|------|-------------|
| | |
| | |
| | |
| | |

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

DEPARTMENT HEAD:

Joaquin Rodriguez, AICP

Digitally signed by Joaquin Rodriguez, AICP
Date: 2025.01.15 11:16:58 -07'00'

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

RESOLUTION

WHEREAS, the Bylaws and Procedures for the Metropolitan Planning Organization's Transportation Policy Board (TPB) provides that the City of El Paso's representation on the TPB shall include the mayor or appointee and three elected officials; and

WHEREAS, the TPB's Bylaws and Procedures provide that representatives of local units of government shall be appointed by and serve at the pleasure of the city councils for the entity they represent; and

WHEREAS, the El Paso City Council desires to appoint Representative Alejandra Chávez as a City representative to fill a currently vacant position on the TPB.

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

That the City confirms that Representative Alejandra Chávez is a designated appointee at the TPB as required by the TPB's Bylaws and Procedures.

APPROVED this ____ day of _____, 2025.


CITY OF EL PASO:

Renard U. Johnson
Mayor

ATTEST:

Laura D. Prine
City Clerk

APPROVED AS TO FORM:



Roberta Brito
Senior Assistant City Attorney



Legislation Text

File #: 25-130, Version: 1

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

DISTRICT, DEPARTMENT, CONTACT INFORMATION:

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

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

All Districts

Capital Improvement Department, Joaquin Rodriguez, (915) 212-1860

AGENDA LANGUAGE:

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

A Resolution that Representative Art Fierro be appointed to the Transportation Policy Board (TPB) for the Metropolitan Planning Organization, to fill a currently vacant position on the TPB, effective immediately.

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



DEPARTMENT: Capital Improvement

AGENDA DATE: 01/22/2025

PUBLIC HEARING DATE:

CONTACT PERSON NAME: Joaquin Rodriguez

PHONE NUMBER: 915-212-1860

DISTRICT(S) AFFECTED: All

STRATEGIC GOAL: No.7: Enhance and Sustain El Paso's Infrastructure

SUBGOAL:

SUBJECT: A Resolution that Representative Art Fierro be appointed to the Transportation Policy Board (TPB) for the Metropolitan Planning Organization, to fill a currently vacant position on the TPB, effective immediately.

BACKGROUND / DISCUSSION:

Transportation Policy Board (TPB) bylaws provides that the City of El Paso's representation on the TPB shall include the mayor or appointee and three elected officials; and that representatives of local units of government shall be appointed by and serve at the pleasure of the appointing local units of government they represent. The City of El Paso desires to

COMMUNITY AND STAKEHOLDER OUTREACH:

N/A

PRIOR COUNCIL ACTION:

N/A

AMOUNT AND SOURCE OF FUNDING:

N/A

REPORTING OF CONTRIBUTION OR DONATION TO CITY COUNCIL:

N/A

| NAME | AMOUNT (\$) |
|------|-------------|
| | |
| | |
| | |
| | |

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

DEPARTMENT HEAD:

Joaquin Rodriguez, AICP Digitally signed by Joaquin Rodriguez, AICP
Date: 2025.01.15 11:18:02 -07'00'

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

RESOLUTION

WHEREAS, the Bylaws and Procedures for the Metropolitan Planning Organization's Transportation Policy Board (TPB) provides that the City of El Paso's representation on the TPB shall include the mayor or appointee and three elected officials; and

WHEREAS, the TPB's Bylaws and Procedures provide that representatives of local units of government shall be appointed by and serve at the pleasure of the city councils for the entity they represent; and

WHEREAS, the El Paso City Council desires to appoint Representative Art Fierro as a City representative to fill a currently vacant position on the TPB.

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

That the City confirms that Representative Art Fierro is a designated appointee at the TPB as required by the TPB's Bylaws and Procedures.

APPROVED this ____ day of _____, 2025.

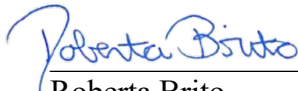
CITY OF EL PASO:

Renard U. Johnson
Mayor

ATTEST:

Laura D. Prine
City Clerk

APPROVED AS TO FORM:



Roberta Brito
Senior Assistant City Attorney



El Paso, TX

300 N. Campbell
El Paso, TX

Legislation Text

File #: 25-107, Version: 1

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

DISTRICT, DEPARTMENT, CONTACT INFORMATION:

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

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

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

AGENDA LANGUAGE:

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

Gabriel Ayub to the Greater El Paso Civic, Convention and Tourism Advisory Board by Representative Ivan Niño, District 5.



Board Appointment Form

City Clerk's Office

| | |
|---------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------|
| Appointing Office | Ivan Niño, District 5 |
| Agenda Placement | Regular |
| Date of Council Meeting | 01/22/25 |
| Name of Board | Greater El Paso Civic, Convention and Tourism Advisory Board |
| Agenda Posting Language | |
| Re-appointment of Gabriel Ayub to the Greater El Paso Civic, Convention and Tourism Advisory Board by Representative Ivan Niño, District 5. | |
| Appointment Type | Regular |
| Member Qualifications | |
| See attached Resume | |
| Nominee Name | Gabriel Ayub |
| Nominee Email Address | |
| Nominee Residential Address | |
| Nominee Primary Phone Number | |
| Residing District | District 5 |
| City Employed Relatives | N/A |
| Board Membership | |
| Greater El Paso Civic, Convention and Tourism Advisory Board | |
| Real estate owned in El Paso County | |
| | |
| Previous Appointee | Roman G. Robles |
| Reason for Vacancy | Term Expired |
| Date of Appointment | 01/22/25 |
| Term Begins On | 08/02/24 |
| Term Expires On | 05/27/27 |
| Term | Second Term |

GABRIEL ANTONIO AYUB



General Manager

Extensively experienced and goal-oriented General Manager with a demonstrated record of accomplishment in providing desired results for guest satisfaction, profit, brand inspections and ownership satisfaction. Proven expertise in opening, converting & renovating hotel properties. Talented leader that supports achievement of corporate goals and objectives by team development.

Core competencies include:

- | | | |
|--------------------------------|-------------------------|-------------------------|
| • Financial Analysis | • Problem Resolution | • Revenue Management |
| • Career Development/Mentoring | • Budgeting/Forecasting | • Sales Deployment |
| | • Task Force | • Customer Satisfaction |
-

CAREER EXPERIENCE

Hampton Inn & Suites El Paso Airport / 2000 – Present

General Manager

Develop managers to prepare them for career growth and excel at providing exceptional customer service while achieving financial goals. Ensure properties comply with brand standards, pass all brand inspections and deliver exceptional customer service. Coordinated and supervised four different renovations to ensure high quality product outcome. Experience with multiple brands including; Hilton, Marriott, Hyatt & IHG. Monitor and ensure that sales and profit goals are maintained at each property.

Key Achievements

- El Paso Hotel & Lodging Association President – 2018-2019
- El Paso Hotel & Lodging Association Vice President – 2016-2017
- 2012 Operations Special Achievement award / Interstate Hotels Crossroads Division.
- 2014 Perfect Balance award / Interstate Hotels Crossroads Division.
- Member of Interstate's General Manager and Rooms Division Council 2014-2017
- Honored as General Manager of the year 2012 by the El Paso Hotel & Lodging Association for the City of El Paso.
- Honored for outstanding and dedicated service as treasure for the El Paso Hotel & Lodging Association 2012-2013.
- Spirit of Pride award winner for excellence in customer service skills from Hilton Hotels Corporation 2004.
- Texas Hotel & Lodging Association Board Member (THLA). Serving on local association and membership committees since 2015 – present.
- Texas Travel Alliance (TTIA) Board Member. Board member for the El Paso hotel industry representative 2020-2023.
- Advocating in the city and county for the El Paso Hotel & Lodging Association hotel industry political committee.
- General Manager Advisory board member /for Crestline Hotels & Resorts 2019-2021.
- General Manager Advisory board chair for Crestline Hotels & Resorts 2021-2022

Continued...

CAREER EXPERIENCE CONTINUED

- El Paso Mayoral task force COVID-19 committee member for the city of El Paso 2020-2021.
- President-El Paso Five Points Lions Club.
- City of El Paso Convention & Visitors Tourism Advisory Board member.
- FBI Citizens Academy member 2020-present.
- Mentor and develop mid-level managers into general managers.
- Salvation Army board member 2023-2025.

Quality Inn & Suites

Assistant General Manager / Sales

Responsible for all aspects of day to day operations as well as keeping the staff engaged and motivated. Exceeded budgeted revenue while under renovations and maintained Guest Satisfaction Scores.

- Recruited and developed staff for all departments.
- Accounts payable/receivable, payroll
- Budgeting , revenue management, owner relations
- Exceeded budgeted house profit percentage every year while maintaining high guest satisfaction scores.

EDUCATION

**American Hotel & Lodging Association (AHLA)
Certified Hotel Administrator (CHA) – 2015**

**El Paso Community College
Hospitality Sales & Marketing – 1999**

**Texas Hotel & Lodging Association (THLA) Short Course - 2000
University of Houston Conrad N. Hilton College**

COMMUNITY INVOLVEMENT

El Paso Hotel & Lodging Association – President 2018-2019
El Paso Hotel & Lodging Association Vice President-2016-2017
El Paso Five Points Lions Club (25-year member) / President
EPISD CIT board member 2020-2021
Salvation Army Board Member 2023-2024
Member -Legal Shield Association

References:

Danny Padilla / General Manager / Past President El Paso Hotel & Lodging
Association

Hyatt Place El Paso Airport



Barry Shank

Crestline Hotels & Resorts – Vice President of Operations



Mike Fleming / Vice President of Operations

Summit Hotel Properties



Peter Hoffman / Senior Vice President of Operations

Blackstone Hotels & Resorts





El Paso, TX

300 N. Campbell
El Paso, TX

Legislation Text

File #: 25-127, Version: 1

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

DISTRICT, DEPARTMENT, CONTACT INFORMATION:

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

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

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

AGENDA LANGUAGE:

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

Representative Josh Acevedo to the Financial Oversight and Audit Committee by Mayor Renard U. Johnson.



Board Appointment Form

City Clerk's Office

| | |
|---------------------------------------------------------------------------------------------------------------------------|------------------------------------------|
| Appointing Office | Mayor Renard U. Johnson |
| Agenda Placement | Regular |
| Date of Council Meeting | 01/22/25 |
| Name of Board | Financial Oversight and Audit Committee |
| Agenda Posting Language | |
| Re-appointment of Representative Josh Acevedo, to the Financial Oversight and Audit Committee by Mayor Renard U. Johnson. | |
| Appointment Type | Regular |
| Member Qualifications | |
| Currently serving as a City Council member. | |
| Nominee Name | Josh Acevedo |
| Nominee Email Address | district2@elpasotexas.gov |
| Nominee Residential Address | 300 N. Campbell St., El Paso, TX., 79901 |
| Nominee Primary Phone Number | +1 (915) 212-0002 |
| Residing District | District 2 |
| City Employed Relatives | N/A |
| Board Membership | |
| N/A | |
| Real estate owned in El Paso County | |
| N/A | |
| Previous Appointee | Josh Acevedo |
| Reason for Vacancy | Term Expired |
| Date of Appointment | 01/22/25 |
| Term Begins On | 02/28/25 |
| Term Expires On | 02/27/26 |
| Term | Second Term |



El Paso, TX

300 N. Campbell
El Paso, TX

Legislation Text

File #: 25-123, Version: 1

CITY OF EL PASO, TEXAS LEGISTAR AGENDA ITEM SUMMARY FORM

DISTRICT, DEPARTMENT, CONTACT INFORMATION:

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

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

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

AGENDA LANGUAGE:

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

Representative Alejandra Chávez to the Financial Oversight and Audit Committee by Mayor Renard U. Johnson.



Board Appointment Form

City Clerk's Office

| | |
|----------------------------------------------------------------------------------------------------------------------------|------------------------------------------|
| Appointing Office | Mayor Renard U. Johnson |
| Agenda Placement | Regular |
| Date of Council Meeting | 01/22/25 |
| Name of Board | Financial Oversight and Audit Committee |
| Agenda Posting Language | |
| Appointment of Representative Alejandra Chavéz, to the Financial Oversight and Audit Committee by Mayor Renard U. Johnson. | |
| Appointment Type | Regular |
| Member Qualifications | |
| Currently serving as a City Council member. | |
| Nominee Name | Alejandra Chavéz |
| Nominee Email Address | district1@elpasotexas.gov |
| Nominee Residential Address | 300 N. Campbell St., El Paso, TX., 79901 |
| Nominee Primary Phone Number | +1 (915) 212-1002 |
| Residing District | District 1 |
| City Employed Relatives | N/A |
| Board Membership | |
| N/A | |
| Real estate owned in El Paso County | |
| N/A | |
| Previous Appointee | Brian P. Kennedy |
| Reason for Vacancy | Term Expired |
| Date of Appointment | 01/22/25 |
| Term Begins On | 01/31/25 |
| Term Expires On | 01/30/26 |
| Term | First Term |



El Paso, TX

300 N. Campbell
El Paso, TX

Legislation Text

File #: 25-124, Version: 1

CITY OF EL PASO, TEXAS LEGISTAR AGENDA ITEM SUMMARY FORM

DISTRICT, DEPARTMENT, CONTACT INFORMATION:

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

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

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

AGENDA LANGUAGE:

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

Representative Deanna Maldonado-Rocha to the Financial Oversight and Audit Committee by Mayor Renard U. Johnson.



Board Appointment Form

City Clerk's Office

| | |
|----------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------|
| Appointing Office | Mayor Renard U. Johnson |
| Agenda Placement | Regular |
| Date of Council Meeting | 01/22/25 |
| Name of Board | Financial Oversight and Audit Committee |
| Agenda Posting Language | |
| Appointment of Representative Deanna Maldonado-Rocha, to the Financial Oversight and Audit Committee by Mayor Renard U. Johnson. | |
| Appointment Type | Regular |
| Member Qualifications | |
| Currently serving as a City Council member. | |
| Nominee Name | Deanna Maldonado-Rocha |
| Nominee Email Address | district3@elpasotexas.gov |
| Nominee Residential Address | 300 N. Campbell St, El Paso, TX., 79901 |
| Nominee Primary Phone Number | +1 (915) 212-0003 |
| Residing District | District 3 |
| City Employed Relatives | N/A |
| Board Membership | |
| N/A | |
| Real estate owned in El Paso County | |
| N/A | |
| Previous Appointee | Joe Molinar |
| Reason for Vacancy | Term Expired |
| Date of Appointment | 01/22/25 |
| Term Begins On | 01/31/25 |
| Term Expires On | 01/30/26 |
| Term | First Term |



El Paso, TX

300 N. Campbell
El Paso, TX

Legislation Text

File #: 25-125, 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.

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

AGENDA LANGUAGE:

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

Representative Ivan Niño to the Financial Oversight and Audit Committee by Mayor Renard U. Johnson.



Board Appointment Form

City Clerk's Office

| | |
|--------------------------------------------------------------------------------------------------------------------|-----------------------------------------|
| Appointing Office | Mayor Renard U. Johnson |
| Agenda Placement | Regular |
| Date of Council Meeting | 01/22/25 |
| Name of Board | Financial Oversight and Audit Committee |
| Agenda Posting Language | |
| Appointment of Representative Ivan Niño to the Financial Oversight and Audit Committee by Mayor Renard U. Johnson. | |
| Appointment Type | Regular |
| Member Qualifications | |
| Currently serving as a City Council member. | |
| Nominee Name | Ivan Niño |
| Nominee Email Address | district5@elpasotexas.gov |
| Nominee Residential Address | 300 N. Campbell St, El Paso, TX., 79901 |
| Nominee Primary Phone Number | +1 (915) 212-0005 |
| Residing District | District 5 |
| City Employed Relatives | N/A |
| Board Membership | |
| N/A | |
| Real estate owned in El Paso County | |
| N/A | |
| Previous Appointee | Art Fierro |
| Reason for Vacancy | Term Expired |
| Date of Appointment | 01/22/25 |
| Term Begins On | 01/31/25 |
| Term Expires On | 01/30/26 |
| Term | First Term |



El Paso, TX

300 N. Campbell
El Paso, TX

Legislation Text

File #: 25-126, Version: 1

CITY OF EL PASO, TEXAS LEGISTAR AGENDA ITEM SUMMARY FORM

DISTRICT, DEPARTMENT, CONTACT INFORMATION:

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

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

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

AGENDA LANGUAGE:

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

Representative Chris Canales to the City of El Paso Employees Retirement Trust Board of Trustees by Mayor Renard U. Johnson.



Board Appointment Form

City Clerk's Office

| | |
|---------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------|
| Appointing Office | Mayor Renard U. Johnson |
| Agenda Placement | Regular |
| Date of Council Meeting | 01/22/25 |
| Name of Board | City of El Paso Employees Retirement Trust Board of Trustees |
| Agenda Posting Language | |
| Appointment of Representative Chris Canales to the City of El Paso Employees Retirement Trust Board of Trustees by Mayor Renard U. Johnson. | |
| Appointment Type | Regular |
| Member Qualifications | |
| Currently serving as a City Council member. | |
| Nominee Name | Chris Canales |
| Nominee Email Address | district8@elpasotexas.gov |
| Nominee Residential Address | 300 N. Campbell St., El Paso, TX., 79901 |
| Nominee Primary Phone Number | +1 (915) 212-0008 |
| Residing District | District 8 |
| City Employed Relatives | N/A |
| Board Membership | |
| N/A | |
| Real estate owned in El Paso County | |
| N/A | |
| Previous Appointee | Joe Molinar |
| Reason for Vacancy | Term Expired |
| Date of Appointment | 01/22/25 |
| Term Begins On | 01/22/25 |
| Term Expires On | 01/21/27 |
| Term | First Term |



Legislation Text

File #: 25-62, 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) 212-0106

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**

DEPARTMENT:

AGENDA DATE:

PUBLIC HEARING DATE:

CONTACT PERSON NAME:

PHONE NUMBER:

DISTRICT(S) AFFECTED:

STRATEGIC GOAL:

SUBGOAL:


SUBJECT:

TAX REFUNDS

January 22, 2025

1. Armando Solano, in the amount of \$5,000.00, made an overpayment on November 5, 2024 of 2024 taxes.
(Geo.# W145-999-0670-0500)
2. Karina Chacon, in the amount of \$7,426.15, made an overpayment on November 20, 2024 of 2024 taxes.
(Geo.# V639-999-0270-0200)
3. CHU Properties, in the amount of \$7,034.97, made an overpayment on December 4, 2024 of 2024 taxes.
(Geo.# M577-000-0020-0800)

Laura D. Prine
City Clerk



Maria O. Pasillas, RTA
Tax Assessor Collector



TAX OFFICE
RECEIVED

DEC 27 2024

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

ARMANDO SOLANO
8640 CENTENNIAL
EL PASO, TX 79912

OP ✓
+2500

| | |
|-----------------------------------------------------------------------------------------------------------------------------------------|------------------|
| Geo No. W145-999-0670-0500 | Prop ID 98327 |
| Legal Description of the Property 67 WEST HILLS #20 LOT 5 (7295.28 SQ FT) 8640 CENTENNIAL DR OWNER: SOLANO ARMANDO | |
| 2024 OVERAGE AMOUNT \$5,000.00 ✓ | |

1: CITY OF EL PASO, 3: EL PASO ISD, 6: COUNTY OF EL PASO, 7: EL PASO COMMUNITY COLLEGE, 8: UNIVERSITY MEDICAL CENTER

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: ARMANDO SOLANO | | | |
| | Address: 7568 PLAZA REDONDA ✓ | | | |
| | City, State, Zip: EL PASO, TX 79912 ✓ | | | |
| Step 2. Provide payment information. Please attach copy of cancelled check, original receipt, online payment confirmation or bank/credit card statement. | Daytime Phone No.: (409) 370-4350 | | E-Mail Address: asolano9@me.com | |
| | Payment made by: | Check No. | Date Paid | Amount Paid |
| | Electronic Check | CC006314900 | 11/05/2024 | \$5,000.00 |
| | TOTAL AMOUNT PAID (sum of the above amounts) | | | |
| Step 3. Provide reason for this refund. Please list any accounts and/or years that you intended to pay with this overage. | Please check one of the following: | | | |
| | <input checked="" type="checkbox"/> | I paid this account in error and I am entitled to the refund. ✓ | | |
| | <input 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) Armando Solano | | PRINTED NAME & DATE ARMANDO SOLANO 12-27-24 ✓ | |
| | TAX OFFICE USE ONLY: <input checked="" type="checkbox"/> Approved <input type="checkbox"/> Denied By: N.H Date: 12-27-24 | | | |

CITY TAX OFFICE

DEC 19 2024



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

KARINA CHACON
3148 AMISTOSO ST
EL PASO, TX 79938

| | |
|------------------------------------------------------------------------|-------------------|
| Geo No. V639-999-0270-0200 | Prop ID 633984 |
| Legal Description of the Property BLK 27 VENTANAS #3 REPLAT A LOT 2 | |
| 3148 AMISTOSO ST 79938 | |
| OWNER: CHACON EMMA (LE) & CHACON KARINA | |

2024 OVERAGE AMOUNT \$7,426.15

1: CITY OF EL PASO, 6: COUNTY OF EL PASO, 7: EL PASO COMMUNITY COLLEGE, 8: UNIVERSITY MEDICAL CENTER, 9: SOCORRO ISD

Dear Taxpayer:

Our records indicate that an overpayment exists on the property tax account listed above as of the date of this letter. If you paid the taxes on this account and believe you are entitled to a refund, please complete the application below, sign it, and return it to our office. If the taxes were paid by your mortgage/title company or any other party, you must obtain a written letter of release in order for the refund to be issued in your name. If you did not make the payment(s) on this account, please forward this letter to the person who paid these taxes. You may also request the transfer of this overpayment to other tax accounts and/or tax years in the space provided or by attaching an additional sheet if necessary. Your application for refund must be submitted within three years from the date of the overpayment, or you waive the right to the refund (Sec. 31.11c). Governing body approval is required for refunds in excess of \$2500.

APPLICATION FOR PROPERTY TAX REFUND:

This application must be completed, signed, and submitted with supporting documentation to be valid.

| | | | | |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------|------------------------------------------------------|-------------|
| Step 1. Identify the refund recipient. Show information for whomever will be receiving the refund. | Who should the refund be issued to | | | |
| | Name: <u>Karina Chacon</u> | | | |
| | Address: <u>3148 Amistoso St.</u> | | | |
| | City, State, Zip: <u>El Paso, Tx. 79938</u> | | | |
| | Daytime Phone No.: <u>(408) 797-4581</u> | | E-Mail Address: <u>Karinachacon07@gmail.com</u> | |
| Step 2. Provide payment information. Please attach copy of cancelled check, original receipt, online payment confirmation or bank/credit card statement. | Payment made by: | Check No. | Date Paid | Amount Paid |
| | Electronic Check | CC006349362 | 11/20/2024 | \$7,426.15 |
| | 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. | | | |
| | <input type="checkbox"/> This payment should have been applied to other tax account(s) and/or year(s), escrow (listed below): | | | |
| Step 4. Sign the form. Unsigned applications cannot be processed. | 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) <u>Karina Chacon</u> | | PRINTED NAME & DATE <u>Karina Chacon 12/19/24</u> | |

TAX OFFICE USE ONLY:

☒ Approved

☐ Denied

By:

N.A.

Date:

12-2024

OP
+2500

THE CITY OF EL PASO CONSOLIDATED TAX OFFICE

221 N. Kansas, Suite 300

El Paso, Texas 79901

Phone (915) 212-0106, Fax (915) 212-0108, Email: taxforms@elpasotexas.gov

CITY TAX OFFICE

DEC 19 2024

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:

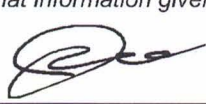
| | | | | | |
|----------------------------------------------------------------------------|--------------------|-------------------------------------------------------------------------------------|--|-------------------------------------------------------------------|-----------------------------|
| Refund To: CHU PROPERTIES LLC ✓ | | Phone: HOME: 626-552-6016 WORK: 626-552-6016 | | Property ID# (One application per account) M57700000200800 | |
| Address (mail refund to :) 440 N Barranca Ave Unit 9396 Covina CA ✓ | | Property Address: And/or Legal Description: 523 Sarum, Horizon City, TX 79928 | | | |
| Tax year requested: | Date payment made: | Check No. & Date, if known: | | Amount of taxes paid: | Amount of refund requested: |
| 1. 2024 | 4 Dec 2024 | | | 7034.97 | 7034.97 ✓ |
| 2. | | | | | |
| 3. | | | | | |
| TOTAL AMOUNT (sum of the above amounts) | | | | 7034.97 | 7034.97 |

(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 name must appear)

REASON FOR OVERPAYMENT: This is duplicate payment, tax will be paid from the escrow account.

"I certify that information given to obtain this refund is true and correct."

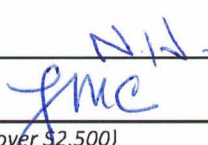
 Date: 19 Dec 2024 ✓

Requestor signature: _____

John Chu _____ Owner

Printed name: _____ 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:  | Date: 12-20-24 ✓ |
| (Placed on City Council Agenda over \$2,500) | Date: _____ |
| <p>() DISAPPROVED () Returned to sender () See below/attached</p> <p>() Required documentation (Tax receipt, Canceled Check, Bank Statement, or Other) not submitted.</p> <p>() Record of overpayment not found on this property.</p> <p>() Property not found as identified, resubmit after correction.</p> <p>() Other: _____</p> | |


ATTACHMENT C

TAX REFUNDS

January 22, 2025

1. Armando Solano, in the amount of \$5,000.00, made an overpayment on November 5, 2024 of 2024 taxes.
(Geo.# W145-999-0670-0500)
2. Karina Chacon, in the amount of \$7,426.15, made an overpayment on November 20, 2024 of 2024 taxes.
(Geo.# V639-999-0270-0200)
3. CHU Properties, in the amount of \$7,034.97, made an overpayment on December 4, 2024 of 2024 taxes.
(Geo.# M577-000-0020-0800)

Laura D. Prine
City Clerk



Maria O. Pasillas, RTA
Tax Assessor Collector



El Paso, TX

300 N. Campbell
El Paso, TX

Legislation Text

File #: 25-63, 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) 212-0106

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 exceeding the three (3) year limit. (See Attachment D)

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

DEPARTMENT:

AGENDA DATE:

PUBLIC HEARING DATE:

CONTACT PERSON NAME:

PHONE NUMBER:

DISTRICT(S) AFFECTED:

STRATEGIC GOAL:

SUBGOAL:

SUBJECT:

BACKGROUND / DISCUSSION:

COMMUNITY AND STAKEHOLDER OUTREACH:

PRIOR COUNCIL ACTION:

AMOUNT AND SOURCE OF FUNDING:

REPORTING OF CONTRIBUTION OR DONATION TO CITY COUNCIL:

| NAME | AMOUNT (\$) |
|------|-------------|
| | |

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

DEPARTMENT HEAD:

Maia O. Pasillas


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

TAX REFUNDS OVER THREE (3) YEARS

January 21, 2025

1. Stuart C. Cox, Chapter 13 Trustee, in the amount of \$706.74, made an overpayment on September 30, 2021, of 2021 taxes.
(Geo.# 1637-000-1319-9070)
2. Luis V. Perez, through Stuart C. Cox, Trustee, in the amount of \$68.93, made an overpayment on October 30, 2021, of 2021 taxes.
(Geo.# B787-000-0040-0600)

Laura D. Prine
City Clerk



Maria O. Pasillas, RTA
Tax Assessor Collector



TAX OFFICE
RECEIVED

NOV 19 2024

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

STUART C. COX, TRUSTEE
1760 N. LEE TREVINO DR.
EL PASO, TX 79936-0000

| | |
|-------------------------------------------------------------------------------------------------|-------------------|
| Geo No. 1637-000-1319-9070 | Prop ID 660850 |
| Legal Description of the Property VEH 3601 BRAYMAN PL 79938 OWNER: FLASH TRANSPORT | |

2021 OVERAGE AMOUNT \$706.74

6: COUNTY OF EL PASO, 7: EL PASO COMMUNITY COLLEGE, 8: UNIVERSITY MEDICAL CENTER OF EL PASO, 10: CLINT ISD, 27: EMERG. SERVICES DIST. #2

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.

OP ✓
+ 3 yrs

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>Stuart Cox, Chapter 13 Trustee</u> ✓ | | | |
| | Address: <u>PO Box 210</u> ✓ | | | |
| | City, State, Zip: <u>Memphis, TN 38101</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>915 699 8114</u> | | E-Mail Address: <u>studied@ch13elpaso.com</u> ✓ | |
| | Payment made by: | Check No. | Date Paid | Amount Paid |
| | Check Payment | 393490 | 09/30/2021 | \$812.50 |
| | <u>Case # 18-30600 Clm # 030</u> | | | |
| Step 3. Provide reason for this refund. Please list any accounts and/or years that you intended to pay with this overage. | TOTAL AMOUNT PAID (sum of the above amounts) | | | |
| | 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. | <input type="checkbox"/> 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>[Signature]</u> | | <u>Stuart Cox 11-14-24</u> ✓ | | |
| TAX OFFICE USE ONLY: <input checked="" type="checkbox"/> Approved <input type="checkbox"/> Denied By: <u>N.H.</u> Date: <u>11-22-24</u> | | | | |

RESOLUTION

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, Stuart Cox Chapter 13 Trustee ("Taxpayer") has applied for a refund with the tax assessor for their 2021 property taxes that were overpaid on September 30, 2021 in the amount of \$706.74 (Seven Hundred and Six and 74/100 Dollars) for all taxing entities; and

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

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

THAT THE City finds that Stuart Cox Chapter 13 Trustee showed a good cause to extend the deadline to apply for a refund of the overpayment of the 2021 taxes and the tax refund in the amount of \$706.74 (Seven Hundred and Six and 74/100 Dollars) is approved.

APPROVED this _____ day of _____, 20__.

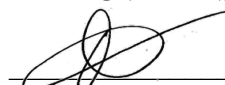
CITY OF EL PASO:

Renard U. Johnson
Mayor

ATTEST:


Laura D. Prine
City Clerk

APPROVED AS TO FORM:



Oscar Gomez
Assistant City Attorney

APPROVED AS TO CONTENT:



Maria Pasillas
Tax Assessor/Collector

TAX OFFICE
RECEIVED

NOV 19 2024

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

STUART C. COX, TRUSTEE
1760 N. LEE TREVINO DR.
EL PASO, TX 79936-0000

| | |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------|
| Geo No. B787-000-0040-0600 | Prop ID 268813 |
| Legal Description of the Property 4 BUENA SUERTE ESTATES REPLAT A LOT 6 (64033.20 SQ FT) 17671 MONTANA AVE OWNER: VIBANCO LUIS P & JUAN G P | |

2021 OVERAGE AMOUNT \$68.93

6: COUNTY OF EL PASO, 7: EL PASO COMMUNITY COLLEGE, 8: UNIVERSITY MEDICAL CENTER OF EL PASO, 10: CLINT ISD, 27: EMERG. SERVICES DIST. #2

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>LUIS V. PEREZ</u> | | | | |
| | Address: <u>305 Park St.</u> | | | | |
| | City, State, Zip: <u>EL PASO, TX 79901</u> | | | | |
| | Daytime Phone No.: | | E-Mail Address: | | |
| Step 2. Provide payment information. Please attach copy of cancelled check, original receipt, online payment confirmation or bank/credit card statement. | Payment made by: | | Check No. | Date Paid | Amount Paid |
| | Check Payment | | 394831 | 10/30/2021 | \$101.88 |
| | <u>Case # 394831 C/m # 082 closed 3/1/2022.</u> <u>17-30728 TOTAL AMOUNT PAID (sum of the above amounts)</u> | | | | |
| 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. | | | | |
| | <input type="checkbox"/> This payment should have been applied to other tax account(s) and/or year(s), escrow (listed below): | | | | |
| Step 4. Sign the form. Unsigned applications cannot be processed. | 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>[Signature]</u> | | <u>Stuart Cox</u> <u>11-14-24</u> | | |
| TAX OFFICE USE ONLY: <input checked="" type="checkbox"/> Approved <input type="checkbox"/> Denied By: <u>N.A.</u> Date: <u>11-22-24</u> | | | | | |

RESOLUTION

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, Luis V. Perez through Stuart C Cox Trustee ("Taxpayer") has applied for a refund with the tax assessor for their 2021 property taxes that were overpaid on October 30, 2021 in the amount of \$68.93 (Sixty-Eight and 93/100 Dollars) for all taxing entities; and

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

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

THAT THE City finds that Luis V. Perez through Stuart C Cox Trustee, showed a good cause to extend the deadline to apply for a refund of the overpayment of the 2021 taxes and the tax refund in the amount of \$68.93 (Sixty-Eight and 93/100 Dollars) is approved.

APPROVED this _____ day of _____, 20__.

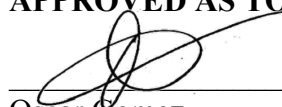
CITY OF EL PASO:

Renard U. Johnson
Mayor

ATTEST:

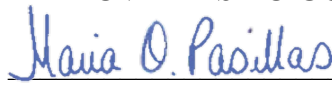
Laura D. Prine
City Clerk

APPROVED AS TO FORM:



Oscar Gomez
Assistant City Attorney

APPROVED AS TO CONTENT:




Maria Pasillas
Tax Assessor/Collector

ATTACHMENT D
TAX REFUNDS OVER THREE (3) YEARS
January 22, 2025

1. Stuart C. Cox, Chapter 13 Trustee, in the amount of \$706.74, made an overpayment on September 30, 2021, of 2021 taxes.
(Geo.# 1637-000-1319-9070)
2. Luis V. Perez, through Stuart C. Cox, Trustee, in the amount of \$68.93, made an overpayment on October 30, 2021, of 2021 taxes.
(Geo.# B787-000-0040-0600)

Laura D. Prine
City Clerk



Maria O. Pasillas, RTA
Tax Assessor Collector



El Paso, TX

300 N. Campbell
El Paso, TX

Legislation Text

File #: 25-66, 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, K. Nicole Cote, (915) 212-1092

AGENDA LANGUAGE:

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

For notation only, Special Projects, Discretionary fund expenditures, and P-Card Transactions for the period of November 21, 2024 - December 20, 2024 for Mayor, City Council Representatives, City Attorney's Office, City Manager's Office and staff.

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



DEPARTMENT: City Manager's Office

AGENDA DATE: 1/22/25

PUBLIC HEARING DATE:

CONTACT PERSON NAME: K. Nicole Cote

PHONE NUMBER: (915) 212-1092

DISTRICT(S) AFFECTED: All Districts

STRATEGIC GOAL: 6. Set the Standard for Sound Governance and Fis

SUBGOAL: N/A

SUBJECT: For notation only, Special Projects, Discretionary fund expenditures, and P-Card Transactions for the period of November 21, 2024 – December 20, 2024 for Mayor, City Council Representatives, City Attorney's Office, City

BACKGROUND / DISCUSSION:

Per FY 2025 Budget Resolution, all Special Projects, Discretionary and P-Card transactions will be posted monthly to the City Council Agenda for notation and to the City's website to include the Mayor, City Council Representatives, City Attorney's Office. City Manager's Office and staff expenditures under this section shall adhere with all relevant city and

COMMUNITY AND STAKEHOLDER OUTREACH:

N/A

PRIOR COUNCIL ACTION:

N/A

AMOUNT AND SOURCE OF FUNDING:

N/A

REPORTING OF CONTRIBUTION OR DONATION TO CITY COUNCIL:

N/A

| NAME | AMOUNT (\$) |
|------|-------------|
| | |
| | |
| | |
| | |

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

DEPARTMENT HEAD:

K. Nicole Cote

Digitally signed by K. Nicole Cote
Date: 2025.01.06 13:35:00 -07'00'

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

**Mayor and Council
P-Card Transactions**

11/21/2024 - 12/20/2024

| DEPARTMENT | CARDHOLDER | VENDOR | TRAN DATE | AMOUNT | DESCRIPTION |
|---------------|---------------|------------------------|------------|-----------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| CITY ATTORNEY | Garcia Sandra | Paypal | 11/27/2024 | \$ 50.00 | Webinar: Best Practices for Navigating and Managing Insurance Coverage Disputes KHK As the supervisor of the litigation section, this will assist me in working on matters that relate to the insurance |
| CITY ATTORNEY | Garcia Sandra | Hampton Inns | 12/4/2024 | \$ 430.56 | Hotel stay for SC to attend the Open Government conference. |
| CITY ATTORNEY | Garcia Sandra | Hampton Inns | 12/4/2024 | \$ 430.56 | Hotel stay for JL to attend the Open Government conference |
| CITY ATTORNEY | Garcia Sandra | Hampton Inns | 12/4/2024 | \$ 430.56 | Hotel stay for EG to attend the Open Government seminar. |
| CITY ATTORNEY | Garcia Sandra | Lexisnexis Payment Ctr | 12/4/2024 | \$ 489.47 | Past due remaining balance for LexisNexis Legal research services rendered |
| CITY ATTORNEY | Garcia Sandra | Southwes | 12/6/2024 | \$ 335.96 | flight for MGM to attend conference in New Orleans. |
| CITY ATTORNEY | Garcia Sandra | Office Depot #223 | 12/17/2024 | \$ 187.80 | Emergency supplies to create binders for council meeting for end of year reports. |
| CITY ATTORNEY | Garcia Sandra | State Bar Tx-Cle Web | 12/18/2024 | \$ 870.00 | conference for MGM to attend in New Orleans |
| CITY ATTORNEY | Scott Belinda | Tx Oag Open Records | 11/21/2024 | \$ 7.50 | Fee for uploading documents to the AG. |
| CITY ATTORNEY | Scott Belinda | Tx Oag Open Records | 11/21/2024 | \$ 7.50 | Fee for uploading documents to the AG. |
| CITY ATTORNEY | Scott Belinda | Tx Oag Open Records | 11/25/2024 | \$ 7.50 | Fee for uploading documents to the AG portal. |
| CITY ATTORNEY | Scott Belinda | Tx Oag Open Records | 11/26/2024 | \$ 7.50 | Fee for uploading documents to the AG portal. |
| CITY ATTORNEY | Scott Belinda | Tx Oag Open Records | 12/2/2024 | \$ 7.50 | Fee for uploading documents to the AG. |
| CITY ATTORNEY | Scott Belinda | Tx Oag Open Records | 12/2/2024 | \$ 7.50 | Fee for uploading documents to the AG portal. |
| CITY ATTORNEY | Scott Belinda | Tx Oag Open Records | 12/2/2024 | \$ 7.50 | Fee for uploading documents to the AG portal. |

**Mayor and Council
P-Card Transactions**

11/21/2024 - 12/20/2024

| DEPARTMENT | CARDHOLDER | VENDOR | TRAN DATE | AMOUNT | DESCRIPTION |
|---------------|----------------|------------------------|------------|-------------|------------------------------------------------------------|
| CITY ATTORNEY | Scott Belinda | Tx Oag Open Records | 12/2/2024 | \$ 7.50 | Fee for uploading property to AG portal. |
| CITY ATTORNEY | Scott Belinda | Tx Oag Open Records | 12/4/2024 | \$ 7.50 | Fee for uploading documents to the AG portal. |
| CITY ATTORNEY | Scott Belinda | Tx Oag Open Records | 12/5/2024 | \$ 7.50 | Fee for uploading documents to the AG portal. |
| CITY ATTORNEY | Scott Belinda | Tx Oag Open Records | 12/11/2024 | \$ 7.50 | Fee for uploading documents to the AG portal. |
| CITY ATTORNEY | Scott Belinda | Tx Oag Open Records | 12/11/2024 | \$ 7.50 | Fee for uploading documents to the AG portal. |
| CITY ATTORNEY | Scott Belinda | Tx Oag Open Records | 12/12/2024 | \$ 7.50 | Fee for uploading documents to the AG portal. |
| CITY ATTORNEY | Scott Belinda | Tx Oag Open Records | 12/13/2024 | \$ 5.00 | Fee for uploading documents to the AG portal. |
| CITY ATTORNEY | Scott Belinda | Tx Oag Open Records | 12/13/2024 | \$ 7.50 | Fee for uploading documents to the AG portal. |
| CITY ATTORNEY | Scott Belinda | Tx Oag Open Records | 12/16/2024 | \$ 7.50 | Fee for uploading documents to the AG portal. |
| CITY ATTORNEY | Scott Belinda | Tx Oag Open Records | 12/16/2024 | \$ 7.50 | Fee for uploading documents to the AG portal. |
| CITY ATTORNEY | Scott Belinda | Tx Oag Open Records | 12/17/2024 | \$ 7.50 | Fee for uploading documents to the AG portal. |
| CITY ATTORNEY | Scott Belinda | Tx Oag Open Records | 12/18/2024 | \$ 7.50 | Fee for uploading documents to the AG portal. |
| CITY ATTORNEY | Scott Belinda | Tx Oag Open Records | 12/19/2024 | \$ 7.50 | Fee for uploading documents to the AG portal. |
| CITY MANAGER | Argumedo Angel | Wm Supercenter #2201 | 12/2/2024 | \$ 65.00 | New TV mount for leadership conference room. |
| CITY MANAGER | Argumedo Angel | Texas Municipal League | 12/3/2024 | \$ (180.00) | Refund for training that Robert Cortinas could not attend. |

**Mayor and Council
P-Card Transactions**

11/21/2024 - 12/20/2024

| DEPARTMENT | CARDHOLDER | VENDOR | TRAN DATE | AMOUNT | DESCRIPTION |
|--------------|-------------------|---------------------------|------------|-----------|---------------------------------------------------------------------------------------------------------------|
| CITY MANAGER | Argumedo Angel | Virtual Learning Conce | 12/10/2024 | \$ 210.00 | Online training for Robert Cortinas, since he could not attend the training in person. |
| CITY MANAGER | Beard Jackie | Corner Bakery Cafe #1543 | 11/26/2024 | \$ 140.00 | Coffee and pastries for New Employee Orientation on 11/25/2024. |
| CITY MANAGER | Beard Jackie | Icma Online | 12/3/2024 | \$ 200.00 | ICMA subscription for Rosemary Crawford, approved by Rosemary Crawford. |
| CITY MANAGER | Beard Jackie | Corner Bakery Cafe #1543 | 12/10/2024 | \$ 140.00 | Coffee and pastries for New Employee Orientation on 12/9/2024. |
| CITY MANAGER | Cruz-Acosta Laura | Rev.Com | 11/20/2024 | \$ 19.47 | Subtitles and captions for City TV programming. |
| CITY MANAGER | Cruz-Acosta Laura | Rev.Com | 11/20/2024 | \$ 6.49 | Subtitles and captions for City HR video about Internship Cohort |
| CITY MANAGER | Cruz-Acosta Laura | Sq *meza Trophies & Plaqu | 11/22/2024 | \$ 269.89 | An award to recognize the Mayor with an award for his 8 years of service. |
| CITY MANAGER | Cruz-Acosta Laura | Rev.Com | 11/22/2024 | \$ 45.43 | Subtitles and captions for City TV programming. |
| CITY MANAGER | Cruz-Acosta Laura | Rev.Com | 11/27/2024 | \$ 38.94 | Captions and subtitles for the City TV programming. |
| CITY MANAGER | Cruz-Acosta Laura | Rev.Com | 12/5/2024 | \$ 45.43 | Captions and subtitles for City TV programming. |
| CITY MANAGER | Cruz-Acosta Laura | Rev.Com | 12/6/2024 | \$ 45.43 | Captions and subtitles for City TV programming. |
| CITY MANAGER | Cruz-Acosta Laura | Eig | 12/7/2024 | \$ 628.00 | Comms program for e-newsletter to share City TV programming and City information. |
| CITY MANAGER | Cruz-Acosta Laura | Zoom.Com 888-799-9666 | 12/11/2024 | \$ 15.99 | Communication program for community outreach and media interviews about City projects, programs and services. |
| CITY MANAGER | Cruz-Acosta Laura | Rev.Com | 12/13/2024 | \$ 45.43 | Captions and subtitles for City TV programming. |
| CITY MANAGER | Esquivel Luz | Canva* I04357-6408574 | 12/6/2024 | \$ 29.86 | graphic artwork |

**Mayor and Council
P-Card Transactions**

11/21/2024 - 12/20/2024

| DEPARTMENT | CARDHOLDER | VENDOR | TRAN DATE | AMOUNT | DESCRIPTION |
|--------------|----------------------|---------------------------|------------|-------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------|
| CITY MANAGER | Esquivel Luz | In *ana M Arzola | 12/11/2024 | \$ 586.00 | Balloon decorations for the Employee Holiday Luncheon |
| CITY MANAGER | Esquivel Luz | In *ana M Arzola | 12/11/2024 | \$ 1,930.00 | Balloon decorations for the Holiday Reception and City Hall decor. |
| CITY MANAGER | Esquivel Luz | Sq *heber Gandara | 12/11/2024 | \$ 750.00 | Professional Photographer to take the current City Council members group photo. |
| CITY MANAGER | Esquivel Luz | Hobby-Lobby #0221 | 12/12/2024 | \$ 100.83 | Custom frame for the current Council photo. |
| CITY MANAGER | Isaias Ricardo | Apple.Com/Bill | 11/27/2024 | \$ 9.99 | Extra storage for videos and photos for City iPhone. Storage is needed to maintain photos and videos of City events archived for future use for CITY TV use. |
| CITY MANAGER | Isaias Ricardo | Sq *meza Trophies & Plaqu | 12/9/2024 | \$ 228.49 | Awards to recognize the Mayor at WinterFest and one of the Employee Holiday Luncheons. |
| CITY MANAGER | Monsivais Rosa Maria | Icma Online | 11/19/2024 | \$ 1,200.00 | Paid for CM Mack's membership to the ICMA (local City manger's Association) as per CM Mack's employment contract. |
| CITY MANAGER | Monsivais Rosa Maria | Sams Club #6246 | 11/21/2024 | \$ 88.86 | Purchased facial tissue and disinfecting wipes for the office. Approved by Robert Cortinas for the health and well being of employees during cold & flue season |
| CITY MANAGER | Palacios Soraya Ayub | Dollar Tree | 11/25/2024 | \$ 45.00 | Purchase items for City of El Paso Holiday Reception at City Hall |
| CITY MANAGER | Palacios Soraya Ayub | Sq *savage Goods | 11/27/2024 | \$ 121.67 | Purchase appetizers (sweets) for the Employee Holiday Reception at City Hall |
| CITY MANAGER | Palacios Soraya Ayub | Sq *manjar | 11/27/2024 | \$ 315.00 | Purchase appetizers (sweets) for the employee Holiday Reception at City Hall |
| CITY MANAGER | Palacios Soraya Ayub | Hobby-Lobby #0098 | 11/27/2024 | \$ 97.30 | Purchase items for City of El Paso Holiday Employee Luncheon |
| CITY MANAGER | Palacios Soraya Ayub | Wm Supercenter #500 | 12/3/2024 | \$ 107.18 | Purchase appetizers (sweets) for the Employee Holiday Reception at City Hall |
| CITY MANAGER | Palacios Soraya Ayub | Sams Club#8153 | 12/3/2024 | \$ 265.18 | Purchase appetizers (sweets) for the Employee Holiday Reception at City Hall |
| CITY MANAGER | Palacios Soraya Ayub | Wm Supercenter #500 | 12/4/2024 | \$ 142.08 | Purchase appetizers (sweets) for the Employee Holiday Reception at City Hall and purchased an iron for the table cloth. they were too wrinkled. |

**Mayor and Council
P-Card Transactions**

11/21/2024 - 12/20/2024

| DEPARTMENT | CARDHOLDER | VENDOR | TRAN DATE | AMOUNT | DESCRIPTION |
|--------------|----------------------|--------------------------|------------|-------------|---------------------------------------------------------------------------------------------------------------|
| CITY MANAGER | Palacios Soraya Ayub | Sq *savage Goods | 12/6/2024 | \$ (9.27) | Received a refund for the tax charged |
| CITY MANAGER | Palacios Soraya Ayub | Corner Bakery Cafe #1529 | 12/6/2024 | \$ 363.00 | Purchase coffee and hot chocolate for the Employee Holiday Reception at City Hall |
| CITY MANAGER | Sepulveda Denice | Government Executive | 12/17/2024 | \$ 1,024.85 | |
| DISTRICT 01 | Saucedo Lizette | Eig | 12/13/2024 | \$ 474.08 | Purchase will be refund request for \$469.00 that has to be approved by a manger at Constant Contact. |
| DISTRICT 02 | Carlos Diego | Mailchimp | 12/3/2024 | \$ 26.50 | Newsletter and other services |
| DISTRICT 02 | Carlos Diego | Canva* I04354-62105052 | 12/3/2024 | \$ 14.99 | Professional services. Software for flyers and other promotional material. |
| DISTRICT 03 | Hernandez Cassandra | El Texano Mexican Rest. | 11/20/2024 | \$ 228.78 | Purpose for the ability fellows program - celebration as it was included in the proposal for the grant |
| DISTRICT 03 | Hernandez Cassandra | Dollartree | 11/21/2024 | \$ 35.00 | Purpose for the ability fellows program - celebration as it was included in the proposal for the grant |
| DISTRICT 03 | Hernandez Cassandra | Sq *luna Joy Creations | 11/21/2024 | \$ 299.85 | Purpose for the ability fellows program - celebration as it was included in the proposal for the grant |
| DISTRICT 03 | Hernandez Cassandra | Samsclub.Com | 11/22/2024 | \$ 125.86 | The Purpose is for the ability fellows program - celebration as it was included in the proposal for the grant |
| DISTRICT 03 | Hernandez Cassandra | Zoom.Us 888-799-9666 | 11/29/2024 | \$ 15.99 | Monthly charge for video conference service for D3 virtual meetings. |
| DISTRICT 03 | Hernandez Cassandra | Gannett Media Co | 12/2/2024 | \$ 15.98 | Monthly charge for digital newspaper subscription for D3 office. |
| DISTRICT 03 | Hernandez Cassandra | Eig | 12/5/2024 | \$ 56.00 | Monthly charge for email distribution service for D3 office newsletter. |
| DISTRICT 03 | Hernandez Cassandra | Wal-Mart #3136 | 12/13/2024 | \$ 11.66 | Purpose is for Ability Fellows Program - Celebration as it was included in the proposal for the grant. |
| DISTRICT 03 | Hernandez Cassandra | Canva* I04365-41264983 | 12/14/2024 | \$ 12.99 | Monthly charge for graphic design making service for D3 office. |

**Mayor and Council
P-Card Transactions**

11/21/2024 - 12/20/2024

| DEPARTMENT | CARDHOLDER | VENDOR | TRAN DATE | AMOUNT | DESCRIPTION |
|-------------|----------------------|------------------------|------------|-------------|----------------------------------------------------------------------------------------------------------------|
| DISTRICT 03 | Hernandez Cassandra | Wm Supercenter #512 | 12/17/2024 | \$ 32.30 | The Purpose is for the Ability Fellows program - celebration as it was included in the proposal for the grant. |
| DISTRICT 03 | Hernandez Cassandra | Wm Supercenter #512 | 12/18/2024 | \$ 273.25 | Purpose is for toy donation for apartment complex, as it was included in the proposal for grant. |
| DISTRICT 03 | Hernandez Cassandra | Wm Supercenter #2201 | 12/18/2024 | \$ 22.82 | Purpose is for the ability fellows program - celebration as it was included in the proposal for the grant. |
| DISTRICT 03 | Hernandez Cassandra | Wm Supercenter #512 | 12/18/2024 | \$ 1,257.88 | Purpose is for toy donation for apartment complex, as it was included in the proposal for grant. |
| DISTRICT 03 | Hernandez Cassandra | Wm Supercenter #3136 | 12/19/2024 | \$ 232.22 | The purpose is for our Christmas gatherings and events to support the well-being of our residents. |
| DISTRICT 03 | Hernandez Cassandra | Wal-Mart #3136 | 12/19/2024 | \$ 334.27 | The purpose is for our Christmas gatherings and events to support the well-being of our residents. |
| DISTRICT 05 | Nino Ivan | Canva* I04341-80256589 | 11/20/2024 | \$ 12.95 | Canva monthly subscription for office outreach. |
| DISTRICT 05 | Nino Ivan | Mailchimp | 12/6/2024 | \$ 13.00 | MAILCHIMP MONTHLY SUBSCRIPTION FOR OFFICE NEWSLETTER |
| DISTRICT 05 | Nino Ivan | Zoom.Com 888-799-9666 | 12/9/2024 | \$ 15.99 | ZOOM ONLINE SUBSCRIPTION FOR OUTREACH/ ONLINE MEETINGS |
| DISTRICT 06 | Maldonado Mariaelena | Gannett Media Co | 11/25/2024 | \$ 19.99 | El Paso Times Subscription |
| DISTRICT 07 | Jimenez Camilo | Samsclub #8280 | 11/22/2024 | \$ 111.86 | |
| DISTRICT 07 | Jimenez Camilo | Eig | 12/1/2024 | \$ 98.00 | |
| DISTRICT 07 | Jimenez Camilo | Sp Littlefreelibrary | 12/2/2024 | \$ 652.44 | |
| DISTRICT 07 | Jimenez Camilo | Sp Littlefreelibrary | 12/11/2024 | \$ 205.82 | |
| DISTRICT 07 | Rivera Henry | Sams Club Renewal | 11/25/2024 | \$ 110.00 | |

**Mayor and Council
P-Card Transactions**

11/21/2024 - 12/20/2024

| DEPARTMENT | CARDHOLDER | VENDOR | TRAN DATE | AMOUNT | DESCRIPTION |
|---------------|----------------|---------------------------|------------|-------------|----------------------------------------------------------------------------------------------------------------------------|
| DISTRICT 07 | Rivera Henry | Samsclub #6502 | 12/18/2024 | \$ (110.00) | |
| DISTRICT 08 | Rodriguez Alma | Moca House Cafe Llc | 11/26/2024 | \$ 50.03 | District 8 Community Meeting coffee for guests to encourage community to participate and engage in their local government. |
| DISTRICT 08 | Rodriguez Alma | Tst*cafe Mayapan | 12/18/2024 | \$ 790.62 | |
| MAYORS OFFICE | Mendoza Irma | Water Coffee Delivery | 11/21/2024 | \$ 32.93 | Bottled water, delivery fee and cc surcharge. |
| MAYORS OFFICE | Mendoza Irma | Water Coffee Delivery | 11/30/2024 | \$ 10.80 | Charge is for water dispenser rental and cc surcharge. |
| MAYORS OFFICE | Mendoza Irma | Water Coffee Delivery | 12/5/2024 | \$ 51.45 | Amount if for bottled water, delivery fee and cc surcharge. |
| MAYORS OFFICE | Mendoza Irma | In *tovar Printing, Inc. | 12/6/2024 | \$ 66.90 | Charge is for proclamation parchment paper. |
| MAYORS OFFICE | Mendoza Irma | Office Depot #5101 | 12/12/2024 | \$ 68.26 | Office supplies. Calendar refills, gold seals and certificate holders. |
| MAYORS OFFICE | Mendoza Irma | Office Depot #195 | 12/18/2024 | \$ 30.03 | Charge is for packing tape. |
| MAYORS OFFICE | Mendoza Irma | Sq *meza Trophies & Plaqu | 12/18/2024 | \$ 815.40 | Trophy |
| MAYORS OFFICE | Mendoza Irma | Water Coffee Delivery | 12/19/2024 | \$ 73.57 | Charge is for water dispenser rental and cc surcharge. |

CITY COUNCIL SPECIAL PROJECTS OR DISCRETIONARY FUNDS EXPENDITURES

DECEMBER 2024

| DISTRICT | VENDOR | DATE | AMOUNT | DESCRIPTION |
|----------|--------|------|--------|-------------|
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |



Legislation Text

File #: 25-131, Version: 1

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

DISTRICT, DEPARTMENT, CONTACT INFORMATION:

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

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

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

AGENDA LANGUAGE:

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

For notation pursuant to Section 2.92.080 of the City Code, receipt of campaign contributions by Representative Ivan Niño in the amount of \$ 1,000.00 from El Paso Electric Company Employees Political Action Committee, \$1,000.00 from Richard Aguilar, \$1,000.00 from Omega General & Electrical Contractors LLC, \$1,000.00 from SNAP Partners LP, and \$2,500.00 from Woody L. & Gayle Hunt.



El Paso, TX

300 N. Campbell
El Paso, TX

Legislation Text

File #: 25-133, 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 Cynthia Boyar Trejo, (915) 212-0004

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 a campaign contribution by Representative Cynthia Boyar Trejo in the amount of \$2,500 from Woody Hunt.



Legislation Text

File #: 25-137, Version: 1

CITY OF EL PASO, TEXAS
LEGISTAR AGENDA ITEM SUMMARY FORM

DISTRICT, DEPARTMENT, CONTACT INFORMATION:

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

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

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

AGENDA LANGUAGE:

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

For notation pursuant to Section 2.92.080 of the City Code, receipt of campaign contributions by Mayor Renard U. Johnson in the amounts of \$500.00 from Richard De Santos, \$5,000.00 from Ogechika Alozie, \$5,000.00 from Lane Gaddy, \$500.00 from Albert Gamboa, \$12,000.00 from Julio Chiu, \$5,000.00 from Ronald Malooly Sr., \$2,500.00 from Sundt Texas Political Action Committee, \$500.00 from Cliff Eisenberg, \$5,000.00 from Rick Francis, \$5,000.00 from Woody & Gayle Hunt, \$5,000.00 from Aaron Chiu, \$2,500.00 from Miguel Fernandez, \$1,000.00 from Steve DeGroat, \$500.00 from Victor Arias, \$2,000.00 from Adam Frank, \$5,000.00 from Gerald Rubin, \$1,000.00 from Scott Kesner, \$5,000.00 from Ronald Lowenfield, \$1,000.00 from Paul Porras, \$500.00 from Richard Porras, \$1,000.00 from Crayton Webb, \$2,500.00 from The Law Office of Steve Ortega LLC, \$1,500.00 from Freddy Klayel-Avalos, \$3,000.00 from Paige Fox, \$500.00 from Raymond Palacios, \$600.00 from David Osborne, \$1,000.00 from Roy Lopez, \$4,000.00 from Edward Houghton, \$5,000.00 from Larry Wollschlager, \$5,000.00 from Blake Anderson, \$5,000.00 from Sue Anderson, \$3,000.00 from William Sanders, \$500.00 from Michael and Dawn Gopin, \$1,000.00 from Alvin Johnson, \$500.00 from Ogechika Alozie, \$1,000.00 from Josh Hunt, \$5,000.00 from Julio Chiu, \$3,000.00 from Louann Sanders, \$500.00 from EP Nichols LLC, \$500.00 from Isidro Lopez, \$2,550.00 from Daniel Longoria, \$10,000.00 from Alvin Johnson, \$1,000.00 from Cesar Blanco, \$10,000.00 from TREPAC - Texas Realtors Political Action Committee, \$2,500.00 from Bill Randag, \$10,000.00 from Douglas Schwartz, \$1,500.00 from HNTB Holdings Ltd Political Action Committee, \$2,500.00 from Brent Harris, \$5,000.00 from Fred Loya, \$1,500.00 from Alfredo Corral, \$3,000.00 from Snap Partners LP, \$1,250.00 from International Brotherhood of Electrical Workers, \$2,500.00 from International Brotherhood of Electrical Workers, \$1,500.00 from El Paso Electric Company Employee Political Action Committee, \$1,000.00 from Alvin Johnson, \$975.00 from Severo Hughston, and \$75,000.00 from Ysleta Del Sur.



Legislation Text

File #: 25-75, 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

Environmental Services Department, Nicholas N. Ybarra, (915) 212-6025

AGENDA LANGUAGE:

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

The linkage to the Strategic Plan is subsection: 8.6 - Provide long-term, cost effective, sustainable regional solid waste solutions.

Award Summary:

Request that the City Manager or designee is authorized to sign an Amended and Restated Fuel Processing Agreement in a form substantially similar to Exhibit A, by and between City of El Paso and Clean Energy dba California Clean Energy Inc., for a term from the effective date through January 31, 2029. That the City Manager or designee is authorized to sign a Renewable Natural Gas supply contract by and between City of El Paso and Clean Energy dba California Clean Energy Inc., and its subsidiary Clean Energy Renewable Fuels, LLC for a term to begin effective date and end January 31, 2029, as well as any related documents and forms, after review by the City Attorney's office. That the City Manager or designee is authorized to establish the funding sources, effectuate any budget transfers, any related agreements, amendments to such agreements, and documents necessary to carry out the intent of this resolution. That the directors of Environmental Services Department, Mass Transit Department ("Sun Metro") and Airport be authorized to effectuate any related nonmaterial documents, and amendments to the agreements pertaining to their respective departments, as necessary to carry out the intent of this resolution.

Contract Variance:

Not applicable, billed off of usage.

Department: Environmental Services

Award to: Clean Energy dba California Clean Energy Inc.

City & State: Newport Beach, CA

Current Contract Estimated Amount: Billed off of usage

Change Order Award: Billed off of usage

Total estimated Amount not to Exceed: Billed off of usage

Account(s): 334 - 3100 - 530020 - 34080 - P3480

334 - 3100 - 530020 - 34080 - P3486

Funding Source(s): Environmental Services Funding

District(s): All

This was a Request for Proposals Award - service contract.

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



DEPARTMENT: Environmental Services
Purchasing & Strategic Sourcing
AGENDA DATE: January 22, 2025
PUBLIC HEARING DATE: NA
CONTACT PERSON NAME: Nicholas N. Ybarra, Director
K. Nicole Cote, Managing Director
PHONE NUMBER: (915)212-6025
PHONE NUMBER: (915)212-1092
DISTRICT(S) AFFECTED: All
STRATEGIC GOAL: No. 8 – Nurture and Promote a Healthy, Sustainable Community
SUBGOAL: 8.6 – Provide long-term, cost effective, sustainable regional solid waste solutions

SUBJECT:

Request that the City Manager or designee is authorized to sign an Amended and Restated Fuel Processing Agreement in a form substantially similar to Exhibit A, by and between City of El Paso and Clean Energy dba California Clean Energy Inc., for a term from the effective date through January 31, 2029. That the City Manager or designee is authorized to sign a Renewable Natural Gas supply contract by and between City of El Paso and Clean Energy dba California Clean Energy Inc., and its subsidiary Clean Energy Renewable Fuels, LLC for a term to begin effective date and end January 31, 2029, as well as any related documents and forms, after review by the City Attorney's office. That the City Manager or designee is authorized to establish the funding sources, effectuate any budget transfers, any related agreements, amendments to such agreements, and documents necessary to carry out the intent of this resolution. That the directors of Environmental Services Department, Mass Transit Department ("Sun Metro") and Airport be authorized to effectuate any related non-material documents, and amendments to the agreements pertaining to their respective departments, as necessary to carry out the intent of this resolution.

BACKGROUND / DISCUSSION:

The City of El Paso ("City") entered into a Natural Gas Fuel Processing Facility Agreement Contract No. 2012-182R (2012 Agreement) on November 27, 2012 with Mansfield Gas Equipment Systems Corporation ("MGES"), at the time a wholly owned subsidiary of Mansfield Energy Corporation ("Mansfield"); and WHEREAS, concurrent and ancillary to the 2012 Agreement, the City entered into 3 leases with Mansfield for the construction, operation and maintenance of 3 fuel processing facilities a) Montana Avenue and Global Reach (the "Airport site"), b) 5081 Fred Wilson Avenue (the "LIFT site") and c) 1059 Lafayette Drive (the "MSC site"), amended on or about February 11, 2013 to extend the time of construction and clarify the term.

City amended the original agreement, First Amended Natural Gas Fuel Processing Agreement ("2013 Amendment"), along with the Airport site lease, the LIFT site lease, and the MSC site lease on February 11, 2013 to extend the time of construction, clarify the term of the agreement to end on January 31, 2024 with an option to renew the Agreement for (1) additional five-year term by giving written notice to Mansfield 120 days before the expiration of the original term.

Clean Energy dba California Clean Energy, Inc. ("Clean Energy") acquired Mansfield Energy Corporation and its wholly owned subsidiary MGES on May 2013.

Mass Transit Department Board approved the assignment of the 2012 Agreement from Mansfield to Clean Energy on January 9, 2018.

City timely notified Clean Energy that it would be electing to exercise the option to extend the Natural Gas Fuel Processing Facility Agreement for (1) additional five-year term, through January 31, 2029; and WHEREAS, Clean Energy requested to amend the agreement to supply Renewable Natural Gas to the City through Clean Energy's subsidiary, Clean Energy Renewable Fuels, LLC.

The parties wish amend the agreement to include the supply of Renewable Natural Gas and an upgrade to the Compressor at the MSC site.

COMMUNITY AND STAKEHOLDER OUTREACH:

NA

SELECTION SUMMARY:

NA.

CONTRACT VARIANCE:

Not applicable, billed off of usage.

PROTEST

No protest received for this requirement.

PRIOR COUNCIL ACTION:

On November 27, 2012 City Council approved the award of contract 2012-182R to Mansfield Gas Equipment Systems Corporation for a ten (10) year term and one (1), additional five (5) year term. On December 17, 2024 City Council approved the Lessor’s Approval of Assignment by and between the City of El Paso (“Lessor”), Mansfield Gas Equipment Systems Corporation (“Assignor”), and Clean Energy DBA California Clean Energy, Inc, for a portion on Lot 1 known as 1059 Lafayette Dr., and Lot 2 Block 2, Butterfield Trail Aviation Park Unit 2.

AMOUNT AND SOURCE OF FUNDING:

Amount: Billed off of usage

Funding Source: 334 – 3100 – 530020 – 34080 – P3480

334 – 3100 – 530020 – 34080 – P3486

Account: Environmental Services Funding

REPORTING OF CONTRIBUTION OR DONATION TO CITY COUNCIL:

Report any contributions or donations to City Council of an accumulated total of \$500 or more. Report the name of the elected official and the amount.

| NAME | AMOUNT (\$) |
|------|-------------|
| NA | NA |
| | |
| | |
| | |

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

DEPARTMENT

HEAD:



Nicholas N. Ybarra, Director



K. Nicole Cote, Managing Director

Project Form
(Change Order)

*****Posting Language Below*****

Please place the following item on the Consent Agenda for the City Council of January 22, 2025.

Strategic Goal 8 – Nurture and Promote a Healthy, Sustainable Community

The linkage to the Strategic Plan is subsection: 8.6 – Provide long-term, cost effective, sustainable regional solid waste solutions

Award Summary:

Request that the City Manager or designee is authorized to sign an Amended and Restated Fuel Processing Agreement in a form substantially similar to Exhibit A, by and between City of El Paso and Clean Energy dba California Clean Energy Inc., for a term from the effective date through January 31, 2029. That the City Manager or designee is authorized to sign a Renewable Natural Gas supply contract by and between City of El Paso and Clean Energy dba California Clean Energy Inc., and its subsidiary Clean Energy Renewable Fuels, LLC for a term to begin effective date and end January 31, 2029, as well as any related documents and forms, after review by the City Attorney's office. That the City Manager or designee is authorized to establish the funding sources, effectuate any budget transfers, any related agreements, amendments to such agreements, and documents necessary to carry out the intent of this resolution. That the directors of Environmental Services Department, Mass Transit Department ("Sun Metro") and Airport be authorized to effectuate any related nonmaterial documents, and amendments to the agreements pertaining to their respective departments, as necessary to carry out the intent of this resolution.

Contract Variance:

Not applicable, billed off of usage.

| | |
|---------------------------------------|----------------------------------------------------------------------------|
| Department: | Environmental Services |
| Award to: | Clean Energy dba California Clean Energy Inc. |
| City & State: | Newport Beach, CA |
| Current Contract Estimated Amount: | Billed off of usage |
| Change Order Award: | Billed off of usage |
| Total estimated Amount not to Exceed: | Billed off of usage |
| Account(s): | 334 – 3100 – 530020 – 34080 – P3480 334 – 3100 – 530020 – 34080 – P3486 |
| Funding Source(s): | Environmental Services Funding |
| District(s): | All |

This was a Request for Proposals Award - service contract.

RESOLUTION

WHEREAS, the City of El Paso (“City”) entered into a Natural Gas Fuel Processing Facility Agreement Contract No. 2012-182R (2012 Agreement) on November 27, 2012 with Mansfield Gas Equipment Systems Corporation (“MGES”), at the time a wholly owned subsidiary of Mansfield Energy Corporation (“Mansfield”); and

WHEREAS, concurrent and ancillary to the 2012 Agreement, the City entered into 3 leases with Mansfield for the construction, operation and maintenance of 3 fuel processing facilities a) Montana Avenue and Global Reach (the "Airport site"), b) 5081 Fred Wilson Avenue (the "LIFT site") and c) 1059 Lafayette Drive (the "MSC site"), amended on or about February 11, 2013 to extend the time of construction and clarify the term; and

WHEREAS, City amended the original agreement, First Amended Natural Gas Fuel Processing Agreement (“2013 Amendment”), along with the Airport site lease, the LIFT site lease, and the MSC site lease on February 11, 2013 to extend the time of construction, clarify the term of the agreement to end on January 31, 2024 with an option to renew the Agreement for (1) additional five-year term by giving written notice to Mansfield 120 days before the expiration of the original term; and

WHEREAS, Clean Energy dba California Clean Energy, Inc. (“Clean Energy”) acquired Mansfield Energy Corporation and its wholly owned subsidiary MGES on May 2013; and

WHEREAS, Mass Transit Department Board approved the assignment of the 2012 Agreement from Mansfield to Clean Energy on January 9, 2018; and

WHEREAS, City timely notified Clean Energy that it would be electing to exercise the option to extend the Natural Gas Fuel Processing Facility Agreement for (1) additional five-year term, through January 31, 2029; and

WHEREAS, Clean Energy requested to amend the agreement to supply Renewable Natural Gas to the City through Clean Energy’s subsidiary, Clean Energy Renewable Fuels, LLC; and

WHEREAS, the parties wish amend the agreement to include the supply of Renewable Natural Gas and an upgrade to the Compressor at the MSC site; and

WHEREAS, although the City Council of the City of El Paso delegated its authority over most Mass Transit matters to the Mass Transit Department Board via a Resolution approved March 29, 1988, the City Council of the City of El Paso retains authority over all matters, including contracts, that involve multiple departments even if they include the Mass Transit Department.

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

- 1. THAT** the City Manager or designee is authorized to sign an Amended and Restated Fuel Processing Agreement in a form substantially similar to Exhibit A, by and between

City of El Paso and Clean Energy dba California Clean Energy Inc., for a term from the effective date through January 31, 2029.

2. **THAT** the City Manager or designee is authorized to sign a Renewable Natural Gas supply contract by and between City of El Paso and Clean Energy dba California Clean Energy Inc., and its subsidiary Clean Energy Renewable Fuels, LLC for a term to begin effective date and end January 31, 2029, as well as any related documents and forms, after review by the City Attorney's office.
3. **THAT** the City Manager or designee is authorized to establish the funding sources, effectuate any budget transfers, and sign any related agreements, amendments to such agreements, and documents necessary to carry out the intent of this resolution.
4. **THAT** the directors of Environmental Services Department, Mass Transit Department ("Sun Metro") and Airport be authorized to effectuate any related non-material documents, and amendments to the agreements pertaining to their respective departments, as necessary to carry out the intent of this resolution.

APPROVED on this, the _____ day of _____, 2025.

CITY OF EL PASO:

Renard U. Johnson
Mayor

ATTEST:


Laura D. Prine
City Clerk

APPROVED AS TO CONTENT:




K. Nicole Cote, Managing Director
Purchasing & Strategic Sourcing

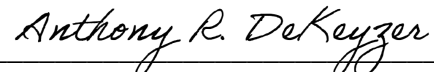
APPROVED AS TO FORM:



Joyce Garcia
Assistant City Attorney



Nicholas N. Ybarra, Director
Environmental Services Department



Anthony R. Dekeyzer, Director
Sun Metro/ Mass Transit Department

**AMENDED AND RESTATED
NATURAL GAS FUEL PROCESSING FACILITY AGREEMENT**

between

CLEAN ENERGY,

CLEAN ENERGY RENEWABLE FUELS, LLC

and

CITY OF EL PASO

AMENDED AND RESTATED NATURAL GAS FUEL PROCESSING FACILITY AGREEMENT

This Amended and Restated Natural Gas Fuel Processing Facility Agreement (this “**Agreement**”) is made and entered into as of _____, 2025, to be effective as of the Effective Date (defined herein) by and between **Clean Energy, registered to do business as California Clean Energy, Inc., (“Contractor”), Clean Energy Renewable Fuels, LLC (“CERF”)** and the **CITY OF EL PASO, TEXAS**, a Texas Municipal Corporation (“**Owner**”) (each a “**Party**” and collectively, the “**Parties**”). The parties to this agreement hereby acknowledge and recognize the prior agreements between the parties regarding the Property described below under the original Agreement dated November 27, 2012 (“**Original Agreement**”) and the First Amendment to the Natural Gas Fuel Processing Facility Agreement dated February 11, 2013 (“**First Amendment**”). The parties further acknowledge and agree that this Amended and Restated Agreement includes the Option Agreement and it supersedes the prior agreements.

WHEREAS, the Owner entered into a Natural Gas Fuel Processing Facility Agreement on November 27, 2012 with Mansfield Gas Equipment Systems Corporation (“MGES”), at the time a wholly owned subsidiary of Mansfield Energy Corporation (“Mansfield”).

WHEREAS, concurrent and ancillary to the Original Agreement, Owner entered into 3 leases with MGES for the construction, operation and maintenance of 3 fuel processing facilities at a) Montana Avenue and Global Reach (the "Airport site"), b) 5081 Fred Wilson Avenue (the "LIFT site") and c) 1059 Lafayette Drive (the "MSC site"), collectively referred to as (“the Leases”), amended on or about February 11, 2013 to extend the time of construction and clarify the term.

WHEREAS, the Owner amended the Original Agreement and entered into a First Amendment to the Natural Gas Fuel Processing Facility Agreement on February 11, 2013 with MGES.

WHEREAS, the First Amendment clarified the term of the Original Agreement to end January 31, 2024 and contained an option to renew the Agreement for (1) additional five-year term by giving written notice to the Contractor 120 days before the expiration of the original term.

WHEREAS, Contractor acquired Mansfield on May 2013 and Owner approved the assignment of the original Agreement from MGES to Clean Energy on January 9, 2018.

WHEREAS, Owner timely notified Contractor that it would be electing to exercise the option to extend the Agreement for (1) additional five-year term.

WHEREAS, Contractor requested to amend the agreement to include the supply of Renewable Natural Gas to the Owner through Contractor’s subsidiary, Clean Energy Renewable Fuels, LLC (CERF).

WHEREAS, the parties wish to amend the agreement to include supply of Renewable Natural Gas (“RNG”) from CERF and that Contractor will upgrade the compressor located at the MSC site.

WHEREAS, the agreement between the Owner and CERF for the supply of RNG is composed of Attachments “F”, “G”, “H” and “I”.

WHEREAS, the parties further acknowledge and agree that this Amended and Restated Agreement includes the Option Agreement and it supersedes any prior agreements but does not supersede the leases unless expressly agreed to by the parties in writing.

ARTICLE I ATTACHMENTS

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

| | |
|--------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Attachment A | Fuel Processing Provider-Compressed Natural Gas (CNG) Fuel for City Vehicles and Related Lease of City Property for Natural Gas Fuel Processing Facility, Solicitation No. 2012-182R, Dated February 21, 2012 |
| Attachment B | Proposal from Mansfield Gas Equipment Systems Corporation (MGES) dated April 25, 2012 |
| Attachment C | Email from Owner dated June 6, 2012 requesting changes and Best and Final offers. |
| Attachment D | MGES response to request for additional information dated June 19, 2012. |
| Attachment E | Proposal from Clean Energy regarding Compressor Upgrade dated August 1, 2024 |
| Attachment F | RNG Contract-Base Contract for Sale and Purchase of Natural Gas (NAESB) |
| Attachment G | NAESB Special Provisions |
| Attachment H | Fossil Transaction Confirmation |
| Attachment I | RNG Transaction Confirmation |
| Attachment J | Performance and Payment Bonds |
| Attachment K | Certificate of Insurance |
| Attachment L | Prevailing Wages |

ARTICLE II SCOPE OF WORK

2.1. Owner hereby agrees to retain the Contractor and the Contractor agrees to operate and maintain three Compressed Natural Gas (CNG) fuel processing facilities on property leased from the Owner, pursuant to the terms, conditions and specifications set forth in Owner's Solicitation No. 2012-182R Fuel Processing Provider- Compressed Natural Gas (CNG) Fuel for City Vehicles and Related Lease of City Property for Natural Gas Fuel Processing Facility dated February 21, 2012 (the "Solicitation") attached hereto as **Attachment "A"**, Contractor's Proposal dated April 25, 2012 (the "Proposal") attached hereto as **Attachment "B"**, Owner's email to Proposers dated June 6, 2012 requesting changes and Best and Final Offers ("BAFO") attached hereto as **Attachment "C"** and Contractor's Response to Owner's Request for Additional Information dated June 19, 2012 (the "Additional Information") attached hereto as **Attachment "D"** in a manner satisfactory to the Owner and consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing under similar conditions.

2.2. CERF hereby agrees to provide Renewable Natural Gas ("RNG") to Owner per the RNG contract composed of the RNG Contract of Sale and Purchase of Natural Gas attached hereto as **Attachment "F"**, the NAESB Special Provisions attached hereto as **Attachment "G"**, the Fossil Transaction Confirmation attached hereto as **Attachment "H"**, and the RNG Transaction Confirmation attached hereto as **Attachment "I"** in a manner satisfactory to the Owner and consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing under similar conditions. For the construction of the upgrade at the MSC site, Contractor and any subcontractor under him shall pay not less than the general prevailing wage rates contained herein as **Attachment "L"**, to all laborers, workmen and mechanics employed by them in the execution of this contract. Pursuant to Chapter 2258, Texas Government Code, the contractor shall forfeit as a penalty to the Owner (\$60.00) for each laborer, workman or mechanic employed, for each calendar day, or portion thereof such laborer, workman or mechanic is paid less than the said stipulated rates for any work done under this contract, by him, or by any subcontractor under him, related to the construction of the upgrade at the MSC site.

2.2 Contractor agrees to replace existing compression equipment located at the MSC site per specifications on **Attachment "E"** and in a manner satisfactory to the Owner and consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing under similar conditions.

2.3 Concurrent with the execution of the Original Agreement, Contractor entered into three separate Leases with the City of El Paso for portions of the following three sites: a) Montana Avenue and Global Reach (the "Airport site"), b) 5081 Fred Wilson Avenue (the "LIFT site") and c) 1059 Lafayette Drive (the "MSC site"). This Agreement shall automatically terminate upon the termination of the Airport site Lease. Likewise, the three Leases shall stipulate the automatic termination of the Leases upon termination of this Agreement.

2.4 In the event of any inconsistency between the provisions of this Agreement, the Solicitation, the Proposal, or the Leases, the controlling documents shall be in the following order of precedence: (a) this Agreement; (b) Attachment E; (c) Attachments F to L (d) the Proposal; (e) the Solicitation; (f) the Airport Lease; (g) the MSC Lease; and (h) the LIFT Lease.

2.5 **Exercise of Option.** Owner properly exercised its Option to extend the Agreement for (1) one additional five-year term. The notice to exercise the Option was given within the Option Period (as described in the First Amendment), no extensions to the Option Period were sought or granted, and no extension payments were made or due.

ARTICLE III TERM

3.1. The term of this Agreement is from the Effective Date through January 31, 2029. Contractor shall complete the upgrade to the Fuel Processing facility at the MSC site as described in **Attachment “E”** and all three fuel processing facilities shall be fully operational to include delivery of RNG per **Attachments “F,” “G,” “H,” and “I”**. The compressor upgrade shall be fully completed and the Fuel Processing Facility at the MSC site shall be fully operational 80 weeks after the Effective Date of this Agreement.

ARTICLE IV CONSIDERATION

4.1. Contractor shall be compensated through a fee charged to Owner for each Diesel Gallon Equivalent (DGE) delivered to Owner, at the rates set forth in the Proposal and amended by the Additional Information, for the term of the Agreement and any option period awarded, as provided in **Attachment “E”** for the MSC site and as follows. For the avoidance of doubt, beginning on the date of execution of this Amended and Restated Agreement, the fees charged to Owner shall be as follows:

Airport Site - minimum capacity of **3,475 scfm**: **Two** compressors with **1,800** scfm capacity

| | |
|--------------|-----------------|
| Airport Site | |
| Electrical | \$0.0270 |
| Natural Gas* | \$0.0489 |
| O&M | \$0.24 |
| Total | \$0.3159 |

LIFT Site - minimum capacity of **1,190 scfm**: **Two** compressors with **616** scfm capacity

| | |
|--------------|-----------------|
| Lift Site | |
| Electrical | \$0.2446 |
| Natural Gas* | N/A |
| O&M | \$0.4698 |
| Total | \$0.7144 |

MSC Site - minimum capacity of **760** scfm: **Two** compressors with **395** scfm capacity

| | |
|--------------|-----------------|
| MSC Site | |
| Electrical | \$0.1890 |
| Natural Gas* | N/A |
| O&M, | \$1.60 |
| Total | \$1.7890 |

**Natural Gas Cost reflecting above for Airport Site is the cost to run the natural gas driven compression equipment at this site.*

4.2. Owner agrees that if new electric or gas rate tariffs are adopted during the term of the Agreement or any option period awarded, that the portion of the rate attributable to electric or gas rates, charged for each DGE delivered, shall increase by the same percentage as the gas or electric tariff increase.

4.3. Contractor agrees that the Operations, Maintenance, Capital and Debt Service portion of the rate charged for each DGE delivered may be escalated on an annual basis on the anniversary of the Agreement based on the U.S. City Average All Urban Consumer Price Index (CPI).

4.4. The Contractor shall bill the Owner not more often than monthly, through written invoice. Payments shall be made to Contractor within thirty (30) days following acceptance by Owner of a properly prepared invoice.

4.5. Owner and Contractor agree that any and all alternative fuel tax credits associated with the delivery of CNG under this Agreement shall accrue to the Owner.

4.6. The price of the compressor upgrade for the MSC site (the "MSC Upgrade Contract Sum") is set forth in the section titled "Pricing" on the fifth page of Attachment E. The total cost of the compressors upgrade for the MSC site as contemplated in Exhibit E shall not be more than specified in Exhibit E. In the event that the cost of the upgrade needs to exceed the amounts contemplated in Exhibit E, the parties shall follow the change order process listed in section 4.8 herein. The parties agree that the MSC Upgrade Contract Sum as delineated below and on Exhibit E shall constitute the total amount due for the compressor upgrade at the MSC site, and zeroes out any obligations the City has associated with the existing CNG compressor at the MSC site, including for any amount owed for the existing compression station and for the upgrade on the compressor. The compressor upgrade for the MSC site shall follow the following milestone payment schedule:

- 4.6.1 Contractor shall invoice Owner for thirty percent (30%) of the MSC Upgrade Contract Sum upon completion of the construction design.
- 4.6.2 Contractor shall invoice Owner for thirty percent (30%) of the MSC Upgrade Contract Sum upon delivery of the Station equipment to the premises.

- 4.6.3 Contractor shall invoice Owner for thirty percent (30%) of the MSC Upgrade Contract Sum on, or within a reasonable period of time after, the date of Substantial Completion (as defined below).
- 4.6.4 Contractor shall invoice Owner for ten percent (10%) of the MSC Upgrade Contract Sum, (the “retainage”) on or within a reasonable period of time after the date of Final Completion (as defined below).
- 4.7 As used herein:
- 4.7.1 “Substantial Completion” means the stage in the progress of construction in which the station upgrade equipment has been commissioned, start-up testing has been completed, and the station at the MSC site (including the station upgrade) is ready to commence fueling CNG vehicles.; and
- 4.7.2 “Final Completion” means finishing up the punch list, cleaning up, and clearing out the site.
- 4.8 **Change Orders and Claims for Extra Work.**
- 4.8.1 Without invalidating the contract or the accompanying Payment or Performance Bond and without obtaining consent of the Surety or Sureties, the Owner may, in accordance with applicable state law, order extra work or make changes by altering, adding to or deducting from the work, the contract sum being adjusted accordingly. Any changes in the work ordered and approved by the Owner shall become a part of the contract work and shall be covered by the accompanying Payment and Performance Bonds. In no event shall the upgrade to the MSC site exceed the cost contemplated in Exhibit E, unless a Change Order has been issued and approved by both parties in accordance with section 4.8.
- 4.8.2 In the event that Owner desires to modify the compressor upgrade at the MSC site in any manner that deviates from Attachment E or any of the other terms herein, Owner shall submit a written Change Order Request (“COR”), signed by the authorized Owner representative, to Contractor detailing Owner’s requested changes. Contractor shall provide Owner with a written estimate of the costs for executing the changes requested in the COR (“COR Estimate”) based on the time and materials rates set forth on the sixth page of Attachment E. If Owner elects to have Contractor proceed with the work detailed in the COR, the authorized Owner representative shall sign and return the COR Estimate to Contractor. Upon receipt of the signed COR Estimate, Contractor shall proceed and execute the changes to completion. Contractor shall notify Owner if the costs for executing the work in the COR exceed the COR Estimate and shall not incur costs above the COR Estimate without the prior written consent of Owner. Owner shall pay invoices, in accordance with Section 4.4 of this Agreement, for all amounts due pursuant to this Section 4.8, including, but not limited to, all amounts in any COR Estimate that has been signed by Owner, and any costs that have been pre-approved in writing by Owner for Contractor’s execution of work that exceeds the signed COR Estimate.

ARTICLE V MINIMUM NOTICE STATEMENT

5.1. It is mutually understood and agreed by Contractor and Owner that Contractor shall make provisions to accommodate Owner's future growth. Owner agrees to give Contractor 120 days notice that Owner expects to exceed 120% of the volumes set forth in the Solicitation.

ARTICLE VI PERFORMANCE AND PAYMENT BONDS

6.1. Prior to the execution of this Agreement, Contractor, at its own cost and expense, shall cause to be made, executed, and delivered to Owner, on the forms attached hereto as **Attachment "J"**, the bonds specified herein related to the upgrade to the compressor station at the MSC site.

6.2. **Performance Bond.** Prior to the execution of this Agreement, a performance bond in a sum equal to the full amount of the anticipated construction costs for the upgrade on the MSC site for CNG fuel processing facilities as described in **Attachment "E"**. Said bond shall guarantee the faithful performance of necessary construction and completion of improvements in accordance with approved final plans and detailed specifications; and shall guarantee Owner against any losses and liability, damages, expenses, claims and judgments caused by or resulting from any failure of Contractor to perform completely the work described in the approved final plans and detailed specifications.

6.3 **Payment Bond.** Prior to the execution of this Agreement, a payment bond with Contractor as principal, in a sum equal to the full amount of the anticipated construction costs for the upgrade on the MSC site for CNG fuel processing facilities as described in **Attachment "E"**. Said bond shall guarantee payment of all wages for labor and services engaged and of all bills for materials, supplies, and equipment used in the performance of the construction of the three CNG fuel processing facilities.

6.3. In accordance with Section 3503.004 of the Texas Insurance Code, if a Payment or Performance bond is in an amount of excess of ten percent (10%) of the surety's capital and surplus, the Owner will require, as a condition to accepting the bond(s), a written certification from the surety that the surety has reinsured the portion of the risk that exceeds ten percent (10%) of the surety's capital and surplus with one or more reinsurers who are duly authorized, accredited or trusted to do business in the State of Texas. If any portion of the surety's obligation is reinsured, the amount reinsured may not exceed ten percent (10%) of the reinsurer's capital and surplus.

6.4. The required bonds shall be executed only by a surety company that is authorized to write surety bonds in Texas. If the amount of the bond exceeds \$100,000, the surety company must also (a) hold a certificate of authority from the United States secretary of the treasury to qualify as a surety on obligations permitted or required under federal law; or (b) have obtained reinsurance for any liability in excess of \$100,000 from a reinsurer that (1) is an authorized reinsurer in this state;

and (2) holds a certificate of authority from the United States secretary of the treasury to qualify as a surety or reinsurer on obligations permitted or required under federal law. To determine whether the surety on the bond or the reinsurer holds a certificate of authority from the United States secretary of the treasury, a party may conclusively rely on the list published in the Federal Register by the United States Department of Treasury, covering the date on which the bond was executed, of the companies holding certificates of authority as acceptable sureties on federal bonds and as acceptable reinsuring companies. Attorneys-in-Fact who sign bonds must file with bid bond a certified and effectively dated copy of their power of attorney. In accordance with Section 3503.003 of the Texas Insurance Code, the surety company providing the Payment Bond shall designate an agent resident who resides within the County of El Paso to whom any requisite notices may be delivered and with whom service of process may be rendered in matters arising out of surety ship.

ARTICLE VII INSURANCE REQUIREMENTS

7.1. Prior to the execution of this Agreement, Contractor shall obtain, provide proof of, and shall maintain for the term of this Agreement, the types and amounts of insurance coverage listed below.

Worker's compensation insurance and disability benefits liability insurance required by Texas State law covering all of the employees of Contractor.

Employer's liability insurance required by Texas State law covering all the employees of Contractor.

Commercial General Liability and Property Damage Insurance with contractual liability and project completed operations coverage with combined single limit for bodily injury, and property damage with limits of not less than ten million dollars (\$10,000,000.00).

Twenty Million Dollars (\$20,000,000.00) for bodily injuries to more than one person arising out of each occurrence,

Commercial Automobile Liability Insurance endorsed for any auto with limits of One Million Dollars (\$1,000,000.00) combined single limit.

Excess liability insurance above the required comprehensive general, automobile and employer's liability insurance in the amount of fifteen million dollars (\$15,000,000.00).

All Risk Physical Damage Insurance covering loss, damage, or destruction to the facility, (including machinery coverage and builder's risk insurance) in an amount equal to the full replacement value of the Facilities.

Builder's Risk Insurance, in an amount equal to the full replacement value of the facility, and

Comprehensive Pollution Liability Insurance in amounts as reasonably set from time to time by Owner, but not less than three Million Dollars (\$3,000,000.00).

Said insurance shall be with a solvent insurance company authorized to do business in Texas and with an A.M. Best Rating of A-VII or better.

The Owner shall be named as an Additional Insured on all insurance policies except Worker's Compensation Insurance Coverage, either in the policy itself and reflected on the certificate of insurance or through an endorsement attached to the policy.

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

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

Builder's Risk Insurance shall apply only during the construction of the proposed CNG fuel processing facilities. All other insurance requirements apply both during the construction and the terms of each of the three separate property leases.

Commercial general liability and property damage coverage requirements may be satisfied through a combination of individual policy limits and umbrella coverage but the amounts under each type of coverage shall be subject to the final approval of the Owner's Risk Manager. The general liability coverage under all the leases shall be in the amount of ten million dollars (\$10,000,000.00) for all facilities combined.

ARTICLE VIII INDEMNIFICATION

8.1. EXCEPT TO THE EXTENT CAUSED BY THE NEGLIGENCE OR WILLFUL MISCONDUCT OF OWNER AS DETERMINED BY A COURT OF COMPETENT JURISDICTION, CONTRACTOR OR ITS INSURER SHALL INDEMNIFY, DEFEND AND HOLD THE OWNER, ITS OFFICERS, AGENTS AND EMPLOYEES, HARMLESS FOR AND AGAINST ANY AND ALL CLAIMS, CAUSES OF ACTION, LIABILITY, DAMAGES OR EXPENSE, (INCLUDING BUT NOT LIMITED TO REASONABLE ATTORNEY'S FEES AND COSTS) (COLLECTIVELY, "CLAIMS") FOR ANY DAMAGE TO OR LOSS OF ANY PROPERTY, OR ANY ILLNESS, INJURY, PHYSICAL OR MENTAL IMPAIRMENT, LOSS OF SERVICES, OR DEATH TO ANY PERSON ARISING OUT OF OR RELATED TO THIS AGREEMENT, WITHOUT MODIFYING THE CONDITIONS OF PRESERVING, ASSERTING OR ENFORCING ANY LEGAL LIABILITY AGAINST THE OWNER AS REQUIRED BY THE CITY OF EL PASO, TEXAS CHARTER OR ANY LAW, THE OWNER WILL PROMPTLY FORWARD TO CONTRACTOR EVERY DEMAND, NOTICE, SUMMONS OR OTHER PROCESS RECEIVED BY THE OWNER IN ANY CLAIM OR LEGAL PROCEEDING CONTEMPLATED HEREIN. CONTRACTOR WILL 1) INVESTIGATE OR CAUSE THE INVESTIGATION OF ACCIDENTS OR

OCCURRENCES INVOLVING SUCH INJURIES OR DAMAGES; 2) NEGOTIATE OR CAUSE TO BE NEGOTIATED THE CLAIM AS THE CONTRACTOR MAY DEEM EXPEDIENT; AND 3) DEFEND OR CAUSE TO BE DEFENDED ON BEHALF OF THE OWNER ALL SUITS FOR DAMAGES EVEN IF GROUNDLESS, FALSE OR FRAUDULENT, BROUGHT BECAUSE OF SUCH INJURIES OR DAMAGES, CONTRACTOR WILL PAY ALL JUDGMENTS FINALLY ESTABLISHING LIABILITY OF THE OWNER IN ACTIONS DEFENDED BY CONTRACTOR PURSUANT TO THIS SECTION ALONG WITH ALL REASONABLE ATTORNEY'S FEES AND COSTS INCURRED BY THE OWNER INCLUDING INTEREST ACCRUING TO THE DATE OF PAYMENT BY CONTRACTOR, AND PREMIUMS ON ANY APPEAL BONDS. THE OWNER, AT ITS ELECTION AND SOLE COST, SHALL HAVE THE RIGHT TO PARTICIPATE IN ANY SUCH NEGOTIATIONS OR LEGAL PROCEEDINGS TO THE EXTENT OF ITS INTEREST. EXCEPT TO THE EXTENT CAUSED BY THE NEGLIGENCE OR WILLFUL MISCONDUCT OF OWNER AS DETERMINED BY A COURT OF COMPETENT JURISDICTION. THE OWNER SHALL NOT BE RESPONSIBLE FOR ANY LOSS OR DAMAGE TO THE CONTRACTOR'S PROPERTY FROM ANY CAUSE.

ARTICLE IX TERMINATION

9.1. **Termination for Convenience.** The Owner may terminate this contract, in whole or in part, at any time by written notice to the Contractor. The Contractor will be paid its costs, including the contract close out costs, and profit on work performed up to the time of the termination. The Contractor will promptly submit its termination claim to the Owner to be paid. If the Contractor has any property in its possession belonging to the Owner, the Contractor will account for the same and dispose of it in the manner the Owner directs.

9.2. **Termination for Default.** If the Contractor fails to comply with any provision of the contract, the Owner may terminate this contract for default. Termination shall be effected by serving a notice of intent to terminate the contract setting forth the manner in which the Contractor is in default. The Contractor will be given an opportunity to correct the problem within a reasonable time of no less than thirty (30) days before a termination notice is rendered. The Contractor will only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner of performance set forth in the contract. The Owner shall have the right to terminate the Contract for default if the Contractor violated any local, state or federal laws, rule or regulations that relate to the performance of this Agreement, provided that the Contractor will be given an opportunity to correct the problem within a reasonable time of no less than thirty (30) days before the Owner exercises its right to terminate the Contract for default.

9.3. **Termination for Failure to Comply with Subchapter J, Chapter 552, Government Code.** The requirements of Subchapter J, Chapter 552, Government Code, may apply to this Contract and the Contractor or vendor agrees that the Contract can be terminated if the contractor or vendor knowingly or intentionally fails to comply with a requirement of that subchapter.

9.4. **Termination for Default by Owner.** If the Owner fails to perform any of its duties under this contract, Contractor may deliver a written notice to the Purchasing Manager describing

the default, specifying the provisions of the contract under which the Contractor considers the Owner to be in default and setting forth a date of termination not sooner than 90 days following receipt of the Notice. The Contractor at its sole option may extend the proposed date of termination to a later date. If the Owner fails to cure such default prior to the proposed date of termination, Contractor may terminate its performance under this Contract as of such date.

9.5. **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.

Notwithstanding anything in this Agreement, if any provision in this Agreement or any attachment to this Agreement runs afoul of any existing and future gas contracts the City of El Paso has with the Texas General Land Office then that provision will be deemed invalid and void. If any provision in this Agreement or any Attachment to this Agreement runs afoul of any existing and future gas contracts and agreements the City of El Paso has with Texas Gas Service, then that provision will be deemed invalid and void.

ARTICLE X ADDITIONAL REMEDIES

10.1. **Additional Remedies.** If the Contractor fails to meet the deadline for delivery of fuel as required by the Agreement, the Owner shall have all of the remedies available to a buyer pursuant to the *UNIFORM COMMERCIAL CODE* including the right to purchase fuel from another vendor in substitution for the fuel due from Contractor and the right to recover the difference between the cost of substitute fuel over the cost Owner would have paid to Contractor for timely delivery. The cost of substitute fuel shall be determined by informal or formal procurement procedures as required by the Local Government Code.

ARTICLE XI GENERAL PROVISIONS

11.1. **Contractor's Quality of Work.** The Owner's review of any documents prepared by the Contractor is only general in nature and its option to approve and accept the work in no way relieves the Contractor of responsibility for any specific deficiencies in its professional service.

11.2. The Contractor's services shall be performed as expeditiously as is consistent with professional skill and care and the orderly progress of the Project and in accordance with the time periods established in this Agreement and which may be adjusted, if necessary, as the project proceeds.

11.3. **Compliance with laws.** Contractor, at Contractor'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 Contractor with respect to the use of federal funds and nondiscrimination in the administration of contracts which are funded, in whole or in part, with federal funds.

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

11.3.1. 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.

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

11.6. **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: City of El Paso
Attn: City Manager
PO Box 1890
El Paso, Texas 79950-1890

With a Copy to: City of El Paso Mass Transit Department- Sun Metro
Attn: Director
10151 Montana Ave.
El Paso, Texas 79925

AND: City of El Paso Environmental Services Department
Attn: Director
7968 San Paulo
El Paso, Texas 79907

To the Contractor: Clean Energy, registered to do business as California Clean
Energy, Inc.
4675 Macarthur Court, Suite 800
Newport Beach, CA 92660
Attn: Chad Lindholm, Senior Vice President
Copy: Deputy General Counsel

AND: Clean Energy Renewable Fuels, LLC
4675 Macarthur Court, Suite 800
Newport Beach, CA 92660
Attn: Sean Wine
Copy: Jen Komonchak

11.7. **ASSIGNABILITY, SUCCESSORS, AND ASSIGNS.** This Agreement may not be assigned by either party without prior written approval of the other. The terms, provisions, and

licenses provided in this Agreement inure to the benefit of and shall be binding upon the heirs, legal representatives, successors and assigns of the Parties.

11.8. **VENUE.** This Agreement is entered in the City and County of El Paso, Texas. Venue for any dispute pertaining to this Agreement is in El Paso County, Texas.

11.9. **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.

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

11.11. **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.

11.12. **Binding Obligation.** This Agreement shall become a binding obligation on the signatories upon execution by all signatories hereto. Owner warrants and represents that the individual executing this Agreement on behalf of Owner has full authority to execute this Agreement and bind Owner to the same. Contractor warrants and represents that the individual executing this Agreement on its behalf has full authority to execute this Agreement and bind Contractor to the same.

11.13. **Amendments.** This Agreement shall not be amended or modified, except by written amendment, executed by both parties.

11.14. **Exhibit Amendments.** Exhibits E, F, G, H, and I of this Agreement may be amended through the mutual agreement of the parties by the execution of new exhibits signed and dated by both parties.

11.15. **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.

11.16. **Governmental Function.** The Parties expressly agree that, in all things relating to this Agreement, the City is performing a governmental function as defined by the Texas Tort Claims Act. The Parties further expressly agree that every act or omission of the City, which in any way pertains to or arises out of this Agreement, falls within the definition of governmental function.

11.17. **Effective Date.** The Effective Date of this Agreement is the date when the Resolution approving this Agreement is approved by the City Council for the City of El Paso.

ARTICLE XII ENVIRONMENTAL COMPLIANCE

12.1. **Definitions.** As used herein, the following terms have the meanings set forth below:

“**Environmental Laws**” means any one or all of the following as the same are amended from time to time: the Comprehensive Environmental Response, Compensation, and Liability Act,

42 Section 9601 et seq.; the Resource Conservation and Recovery Act, 42 U.S.C. Section 6941 et seq.; the Toxic Substances Control Act, 15 U.S.C. Section 2601 et seq.; the Safe Drinking Water Act, 42 U.S.C. Section 300h et seq.; the Clean Water Act, 33 U.S.C. Section 1251 et seq.; the Clean Air Act, 42 Section 7401 et seq.; their State counterparts; the regulations promulgated under both these State and Federal laws including, but not limited to, Rule 334.55 of the Texas Administrative Code; and any other laws, regulations and ordinances (whether enacted by the local, state or federal governments) now in effect or hereinafter enacted that address the regulation or protection of the environment, including the ambient air, ground water, surface water, and land use, including sub-strata land.

“EPA” means the federal Environmental Protection Agency.

“Hazardous Materials” means “Hazardous Material,” “Hazardous Substance,” “Pollutant or Contaminant,” and “Petroleum” and “Natural Gas Liquids,” as those terms are defined or used in Section 101 of the Comprehensive Environmental Response, Compensation and Liability Act Of 1980 (42 U.S.C. Sections 9601 et seq.), as amended, any “solid waste” as defined in the Texas Solid Waste Disposal Act (Texas Health and Safety Code § 361.001 et seq. (Vernon 2001), as amended, and any other substances regulated because of their effect or potential effect on public health and the environment, including, without limitation, PCBs, lead paint, asbestos, urea formaldehyde, radioactive materials, putrescible materials, and infectious materials.

12.2. Contractor Compliance with Environmental Laws. Contractor shall comply with all applicable Environmental Laws, including, but not limited to, the proper disposal of any Hazardous Materials, contaminated soil or water, non-aqueous phase liquids or other wastes.

(Signatures begin on the following page)

(City of El Paso signatures)

CITY OF EL PASO:


Dionne L. Mack
City Manager

APPROVED AS TO CONTENT:



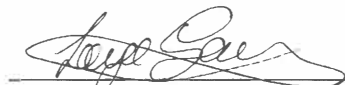
K. Nicole Cote, Managing Director
Purchasing & Strategic Sourcing

APPROVED AS TO CONTENT:



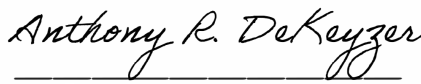
Nicholas N. Ybarra, Director
Environmental Services Department

APPROVED AS TO FORM:



Joyce Garcia
Assistant City Attorney

APPROVED AS TO CONTENT:



Anthony R. Dekeyzer, Director
Sun Metro/ Mass Transit Department

OWNER'S ACKNOWLEDGEMENT

STATE OF TEXAS)
)
COUNTY OF EL PASO)

This Instrument was acknowledged before me on the ____ day of _____, 2025 by
Dionne L. Mack, City Manager of the **City of El Paso**, a Texas municipal corporation, on behalf
of said corporation.

Notary Public, State of Texas

Notary's Commission Expires:
Notary's Name (printed)

(Signatures continue in the following page)

(Contractor signatures)

CONTRACTOR:

**CLEAN ENERGY, REGISTERED TO
DO BUSINESS AS CALIFORNIA
CLEAN ENERGY, INC.**



Name: Robert M. Vreeland

Title: _____

Chief Financial Officer

ACKNOWLEDGEMENT

THE STATE OF _____)

COUNTY OF _____)

This instrument was acknowledged before me on this _____ day of _____, 2025
by _____, on behalf of
_____.

Please see attached California Acknowledgment

My Commission Expires: _____

Notary Public, State of _____

(Signatures continue in the following page)

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of ORANGE

On 12-6-2024 before me, Donna G. Holck Notary Public

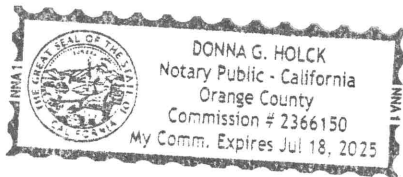
Date

Here Insert Name and Title of the Officer

personally appeared Robert M. Vreeland

Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature

Donna G. Holck

Signature of Notary Public

Place Notary Seal and/or Stamp Above

OPTIONAL

Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: Natural Gas Fuel Processing Facility Agreement

Document Date: (Amended) Number of Pages: 18

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: Robert M. Vreeland

☒ Corporate Officer – Title(s): CFO

☐ Partner – ☐ Limited ☐ General

☐ Individual ☐ Attorney in Fact

☐ Trustee ☐ Guardian of Conservator

☐ Other: _____

Signer is Representing: Okon Energy

Signer's Name: _____

☐ Corporate Officer – Title(s): _____

☐ Partner – ☐ Limited ☐ General

☐ Individual ☐ Attorney in Fact

☐ Trustee ☐ Guardian of Conservator

☐ Other: _____

Signer is Representing: _____

CLEAN ENERGY RENEWABLE
FUELS, LLC:

Robert M. Vreeland
Name: Robert M. Vreeland
Title: Chief Financial Officer

ACKNOWLEDGEMENT

THE STATE OF _____)
COUNTY OF _____)

This instrument was acknowledged before me on this _____ day of _____, 2025
by _____, on behalf of
_____.

Please see attached California Acknowledgment

My Commission Expires:

Notary Public, State of _____

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

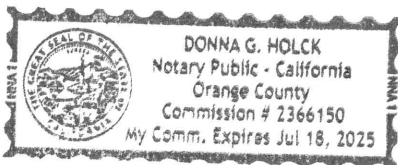
State of California

County of Orange

On 12-06-2024 before me, Donna G. Holck Notary Public
Date Here Insert Name and Title of the Officer

personally appeared Robert M. Vreeland
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Donna G. Holck
Signature of Notary Public

Place Notary Seal and/or Stamp Above

OPTIONAL

Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: Natural Gas Fuel Processing Facility Agreement (Amended)

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: Robert M. Vreeland Signer's Name: _____

☒ Corporate Officer – Title(s): CEO ☐ Corporate Officer – Title(s): _____

☐ Partner – ☐ Limited ☐ General ☐ Partner – ☐ Limited ☐ General

☐ Individual ☐ Attorney in Fact ☐ Individual ☐ Attorney in Fact

☐ Trustee ☐ Guardian of Conservator ☐ Trustee ☐ Guardian of Conservator

☐ Other: _____ ☐ Other: _____

Signer is Representing: CERF LLC Signer is Representing: _____

Attachment A

**Fuel Processing Provider-Compressed Natural Gas (CNG) Fuel for City Vehicles and Related
Lease of City Property for Natural Gas Fuel Processing Facility, Solicitation No. 2012-182R,
Dated February 21, 2012**

SOLICITATION OF OFFERS

ISSUED BY

THE CITY OF EL PASO

ENGINEERING AND CONSTRUCTION MANAGEMENT DEPARTMENT

SOLICITATION NO: 2012-182R

DATE ISSUED: February 21, 2012

TITLE: Fuel Processing Provider-Compressed Natural Gas (CNG) Fuel for City Vehicles and Related Lease of City Property for Natural Gas Fuel Processing Facility

An original signed OFFER to furnish construction services set forth in the SCHEDULE will be received at the place indicated below, until:

2:00 PM, LOCAL TIME, Wednesday, April 4, 2012

NOTICE When used in informal bid solicitations, the terms 'offer' and 'bid', and 'offeror' and 'bidder' are interchangeable.

ADDRESS OFFERS TO:

CITY OF EL PASO, ENGINEERING AND CONSTRUCTION MANAGEMENT DEPARTMENT

MAIL TO:

or

HAND DELIVER TO:

or

FAX TO:

Engineering and Construction Mgmt Department
Contract Compliance
City Hall, 4th Floor
2 Civic Center Plaza
El Paso, TX 79901

Contract Compliance
City Hall, 4th Floor
2 Civic Center Plaza
El Paso, TX 79901

Engineering and Construction Mgmt Department
Contract Compliance
City Hall, 4th Floor
915-541-4016

FOR ADDITIONAL INFORMATION CONCERNING THIS SOLICITATION, CONTACT:

Rebecca L. Torres, Research Assistant

Telephone: [915] 541-4542

FAX: [915] 541-4016

torresrl@elpasotexas.gov

EXPIRATION OF OFFERS

The offeror agrees, to furnish all items [supplies or services] at the prices offered, and delivered at the designated point or points, within the time set forth in the SCHEDULE, if this offer is accepted within SIXTY [60] consecutive days from the date set for the receipt of offers.

OFFER SUBMITTED BY

COMPANY NAME

STREET ADDRESS

CITY, STATE AND ZIP CODE

TELEPHONE NUMBER

FAX NUMBER

E-MAIL ADDRESS

OFFER EXECUTED BY [PLEASE PRINT]

NAME AND TITLE OF PERSON AUTHORIZED TO OBLIGATE COMPANY

SIGNATURE AND DATE OF OFFER

WITHOUT A SIGNATURE ON THIS OR OTHER DOCUMENT BINDING THE OFFEROR, THE OFFER WILL BE REJECTED

NOTE: Award of this Contract resulting from this Solicitation will be made by an authorized written Notice to Award, which may be in the form of a Letter Notice of Award or a Purchase Order issued by the City of El Paso.

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| Part IV | Required Proposal Submittals |
| Part V | Evaluation Criteria |

NOTICE: PUBLIC DISCLOSURE OF BID INFORMATION

Offerors are cautioned that once a bid is opened, all information contained therein will be available to the **PUBLIC** unless the information is excepted from the requirements of Texas Government Code Section 552.021 pertaining to Open Records. The exception that allows the City to protect information that, if released, would give advantage to a competitor or bidder does not apply after the bidding is complete and the contract has been awarded. *Trade secrets, commercial or financial background data and privileged or confidential information* may be excepted from public inspection. If any information contained in your offer qualifies for an exception because it falls into one of the categories above it should be clearly marked "CONFIDENTIAL" and the basis of your claim of confidentiality should be stated. Data so identified will be maintained as a protected record. Offerors who claim that information contained in a bid should be protected from public disclosure after the award of the contract may be asked to support such claim if the City receives an Open Records request for the information and requests a determination by the Attorney General. [Rev. 04-03-98]

IMPORTANT NOTICE

If you received your copy of this solicitation from the **BID NET**, or any source other than directly from the City of El Paso, and you plan to respond to it, please notify the City immediately. You will be placed on the active bidders list and will be directly sent all amendments and notices pertaining to the solicitation. It would also be helpful if you would supply a contact person's name along with their telephone number, fax number, and E-mail address.

NOTE: ANY CHANGES IN DUE DATE OR MATERIAL CHANGES FOR ANY RFP'S/SOLICITATIONS WILL BE POSTED ON THE SOLICITATIONS PAGE OF THE CITY OF EL PASO PURCHASING DEPARTMENT'S WEBSITE: http://www.elpasotexas.gov/financial_services/invitations.asp

It is the bidder's responsibility to ensure that they have all pertinent information regarding solicitations, including all amendments prior to submitting their offer. Please check the website, even after submitting a bid, to ensure that you have all amendments as they may be posted at any time, up to and including the day of bid opening.

CITY OF EL PASO (CoEP) REQUEST FOR PROPOSALS

Fuel Compressing Provider – Compressed Natural Gas (CNG) Fuel for City Vehicles and Related Lease of City Property for Natural Gas Fuel Compressing Station

INTRODUCTION

The intent of this Request for Proposals (RFP) is to solicit proposals from qualified natural gas providers to provide Compressed Natural Gas (CNG) Fuel for City-owned vehicles and serve as the City's CNG Fuel Compressing Provider. The City will lease land to the selected Offeror as necessary to construct fuel compressing facilities at or adjacent to three separate City facilities. The Selected Offeror will be solely responsible for the design, development, construction, operation and maintenance of all of the natural gas fuel compressing facilities on the Leased Properties, as more specifically described in this RFP.

PART I – GENERAL INFORMATION

El Paso, Texas is the 22nd largest city in the United States and is part of an economic region that consists of west Texas, two counties in southern New Mexico (Dona Ana and Otero) and the state of Chihuahua Mexico. The total population in this region exceeds 3 million. The City has an estimated population of approximately 600,000 citizens and combined with the surrounding County of El Paso, this population grows to 736,000. Fort Bliss in Northeast El Paso is the fastest-growing U.S. Army installation in the United States. The City has invested significant funding into a growing transit system, including the construction of four new transit terminals, an expanded bus fleet and the development of bus rapid transit (BRT) corridors through portions of the City.

As part of this effort, the City is constructing a new Combined Administration and Maintenance Facility near the corner of Montana Avenue and Global Reach Drive for the Sun Metro transit system. Sun Metro is nationally recognized as a leader in the use of natural gas for fleet operations. Sun Metro's entire fixed route bus fleet operates on compressed natural gas, reducing regional air pollution and the cost of fleet operations.

Currently Sun Metro operates an L/CNG natural gas fueling station at the existing Union Depot Administration and Maintenance Facility located at 700 West San Francisco Avenue in El Paso. Sun Metro purchases trucked Liquid Natural Gas (LNG). The LNG is stored in three 20,000 gallon insulated storage tanks at the Union Depot facility and an additional 6,000-gallon LNG storage tank at the Fred Wilson paratransit facility located at 5081 Fred Wilson Avenue. Fleet vehicles are fueled with vaporization and fuel dispensing equipment located at the Union Depot and Fred Wilson facilities.

The City's Environmental Services Department is in the process of transitioning a portion of the City's refuse collection fleet to natural gas-powered engines. The City is currently piloting one natural gas-fueled solid waste collection vehicle and plans to replace seven existing diesel-powered trucks a year with natural gas powered vehicles (for a total of 21 vehicles after three years). The Environmental Services Department fleet vehicles are maintained and fueled at the City's Municipal Service Center (MSC) located at 1059 Lafayette Drive.

While no other natural gas-powered fleets are currently operating in the region, El Paso County, several local school districts, and the Army have expressed a desire to have access to a natural gas fueling station.

With this as a backdrop, the City of El Paso desires to contract with a natural gas fuel compressing provider to implement a fueling solution that will provide fuel for City fleet vehicles at the following three City locations:

- Sun Metro Administration Site (Airport Site): Montana Avenue & Global Reach
- LIFT Site: 5081 Fred Wilson Avenue
- MSC Site: 1059 Lafayette Drive

This project shall be fully funded by the Offeror. The Offeror shall recover their costs through a fee for each gallon dispensed by the Offeror. The fuel processing contract shall include contract language that ensures that any and all alternative fuel tax credits associated with the delivery of CNG through the three systems accrue to the City.

PART II – SCOPE OF SERVICES:

Any Offeror may submit a proposal to the City to provide all of the fuel the City requires to fuel the City-owned vehicles described in Part I. The City expects to contract separately for the purchase of natural gas from the Texas General Land Office at the City's cost and have that natural gas delivered to the Offeror for processing. The selected Offeror will process the natural gas and deliver compressed natural gas through City-owned meters at the Fuel Compressing Station locations on City property. Gas will be delivered on-demand when City personnel are fueling vehicles. The selected Offeror may install check meters at the plant inlet and outlet on the Leased Property for billing purposes.

The selected Offeror will deliver the CNG to the City at the boundary of their Leased Property that will be located on City property. Installation of the fuel dispensing systems at the adjacent City properties is not included in this scope. The City will own and operate the fuel dispensers at the three adjacent City property locations. The City will be responsible for extending the necessary piping for delivery of compressed natural gas that meets the specifications of this RFP from the Offeror's processing equipment to the City's fuel dispensers.

Offerors are free to employ any natural gas fueling technology available that can be constructed and become operational in order to deliver CNG to the City within the City's schedule further described below. Offerors must propose systems that are composed of new equipment, used equipment will not be considered. Offerors may propose approaches that use either natural gas driven compressors or electric powered equipment with power purchased directly from the local electric utility. The cost of electric power or gas necessary to drive the compressor shall be borne by Offeror. El Paso Electric is responsible for the reliability of power delivery. The El Paso Electric contact for these projects is Mr. Fernie Jacobo whose contact numbers are 915-543-2278 and 915-525-0850.

Offerors must explain in their proposals how their proposed approach could be expanded if City CNG use increases in the future. The Offeror must complete construction of all three locations and be prepared for operations at the Airport Site Fuel Compressing Station by August of 2013 which will coincide with completion of the Sun Metro Administration facility on the adjoining property. The selected Offeror will be required to coordinate construction activities with construction of the Sun Metro Administration facility which will begin construction in the spring of 2012.

The City does not anticipate requiring more than 120% of the volumes listed below. The final contract shall include a clause providing the minimum notice time the City will provide to the Fuel Service Provider if the City expects to begin taking more than 120% of the volumes listed below.

Proposals shall include information on the proposed prices and/or pricing structures under which the selected Offeror will process CNG fuel for a term ten years with an option to extend the term by an additional five years. Specifically, the City will pay the successful Offeror on a volume basis (per Diesel Gallon Equivalent (DGE)) for the services performed. Offeror's proposed volumetric price must be stated in DGE. The City, may at its sole discretion, elect to extend the fuel processing contract for the additional

five year term.

Offerors shall provide details on the different components that make up the volumetric price proposed. Specifically, Offeror's shall provide the following break down of their unit price:

- Electrical costs
- Natural gas costs
- Operational costs
- Maintenance costs
- Capital costs
- Debt service costs

The City will use this breakdown to evaluate proposals and to negotiate future increases to the volumetric costs if new electric or gas rate tariffs are adopted that increase the operational cost of the Fuel Compressing Station. If a new tariff is adopted, the City will increase the applicable portion of the volumetric rate (gas or electric) by the percentage that the new tariff increased. That portion of the Offeror's proposed volumetric rate that is not related to utilities (operational, maintenance, capital and debt service costs) may be escalated on an annual basis on the anniversary of the contract based on the U.S. City Average All Urban Consumer Price Index (CPI). The escalation will be based on the 2013 CPI.

For the twelve month period from August, 2010 to July 2011, Sun Metro took delivery of 4,803,223 gallons of LNG to fuel its combined fleet (vehicles that fuel at both the existing Union Depot location and at the Fred Wilson location.) The City's trash truck fleet currently uses an average of 6,800 gallons of diesel per week, or 353,600 gallons of diesel on an annual basis

A. In conjunction with the award of the fuel contract, the City will lease to the selected Offeror three (3) City properties to enable the selected Offeror to design, permit, build, and operate the Fuel Compressing Stations. The site conditions for each of the properties is further described in Part III below.

The stations shall at a minimum meet the following specifications at each of the three specified sites:

- Airport Site:
 - Capable of dispensing fuel to a fleet of 160 buses. The City intends to expand the bus fleet up to 200 buses within 5 years. The Fuel Compressing Station must be designed to fuel the entire fleet within 10 hours from 6 PM to 4 AM. At a minimum, 4 large buses must be fueled simultaneously within 15 minutes.
 - Minimum compressing capacity of 6,690 scfm (5,352 scfm baseline capacity with 1,338 scfm redundant capacity).
 - Sun Metro bus fuel systems have a capacity of 22,300 standard cubic feet (scf) at 70 degrees Fahrenheit.
 - Each bus will average the monthly mileage shown in the table below. Annual natural gas consumption for vehicles that will be fueled at the Airport site is estimated to be:

Fixed Route Usage:

| Fiscal Year | Fixed Route Buses (max) | Scheduled Miles | LNG Consumption (Gallons) | DGE | Average miles per month per unit |
|-------------|-------------------------|-----------------|---------------------------|-----------|----------------------------------|
| 2013 | 160 | 8,159,805 | 4,610,059 | 2,711,799 | 4,250 |
| 2014 | 180 | 9,074,679 | 5,126,937 | 3,015,845 | 4,201 |
| 2015 | 190 | 9,532,743 | 5,385,731 | 3,168,077 | 4,181 |
| 2016 | 200 | 10,284,040 | 5,810,192 | 3,417,760 | 4,285 |
| 2017 | 200 | 10,489,721 | 5,926,396 | 3,486,115 | 4,371 |
| 2018 | 200 | 10,699,515 | 6,044,924 | 3,555,838 | 4,458 |
| 2019 | 200 | 10,913,506 | 6,165,822 | 3,626,954 | 4,547 |
| 2020 | 205 | 11,131,776 | 6,289,139 | 3,699,494 | 4,525 |
| 2021 | 210 | 11,354,411 | 6,414,922 | 3,773,484 | 4,506 |
| 2022 | 215 | 11,581,499 | 6,543,220 | 3,848,953 | 4,489 |
| 2023 | 215 | 11,813,129 | 6,948,900 | 4,087,588 | 4,579 |

Support Vehicle Usage:

| Fiscal Year | Van/Support Vehicles (max) | Miles Driven | LNG Consumption (Gallons) | DGE | Average miles per month per unit |
|-------------|----------------------------|--------------|---------------------------|---------|----------------------------------|
| 2013 | 52 | 562,008 | 330,593 | 194,466 | 901 |
| 2014 | 54 | 573,248 | 337,205 | 198,356 | 885 |
| 2015 | 56 | 584,713 | 343,949 | 202,323 | 870 |
| 2016 | 58 | 596,407 | 350,828 | 206,369 | 857 |
| 2017 | 60 | 608,336 | 357,844 | 210,496 | 845 |
| 2018 | 62 | 620,502 | 365,001 | 214,706 | 834 |
| 2019 | 64 | 632,912 | 372,301 | 219,001 | 824 |
| 2020 | 66 | 645,571 | 379,747 | 223,381 | 815 |
| 2021 | 68 | 658,482 | 387,342 | 227,848 | 807 |
| 2022 | 70 | 671,652 | 395,089 | 232,405 | 800 |
| 2023 | 70 | 685,085 | 402,991 | 237,054 | 816 |

○ LIFT Site:

- Capable of fueling 65 para-transit vehicles twice per day.
 - Para-transit vehicles have 91 US gallons (12.1 scf) (water) fuel tanks.
- Able to fuel four Para-Transit vehicles fueled simultaneously in less than 5 minutes.
- The majority of the Para transit fleet refuels between 6:00 p.m. & 12:30 p.m. The facility needs to be scaled to the worst case scenario of having 4 buses fueling at one time continuously and simultaneously and it shall take no more than 5 minutes to refuel each bus to allow for quick turn around.
- Minimum compression capacity of 100 scfm.
- Each Para-Transit vehicle will average the monthly mileage shown in the on table below. Annual natural gas consumption is estimated as follows:

LIFT volumes:

| Fiscal Year | Lift Units | Lift Schedules Miles | LNG Consumption (Gallons) | DGE | Average miles per month per unit |
|-------------|------------|----------------------|---------------------------|---------|----------------------------------|
| 2013 | 66 | 2,292,854 | 1,348,738 | 793,375 | 2,895 |
| 2014 | 70 | 2,338,711 | 1,375,712 | 809,242 | 2,784 |
| 2015 | 74 | 2,385,485 | 1,403,227 | 825,428 | 2,686 |
| 2016 | 78 | 2,433,195 | 1,431,291 | 841,936 | 2,600 |
| 2017 | 78 | 2,481,859 | 1,459,917 | 858,775 | 2,652 |
| 2018 | 78 | 2,531,496 | 1,489,115 | 875,950 | 2,705 |
| 2019 | 78 | 2,582,126 | 1,518,898 | 893,469 | 2,759 |
| 2020 | 83 | 2,633,769 | 1,549,276 | 911,339 | 2,644 |
| 2021 | 88 | 2,686,444 | 1,580,261 | 929,565 | 2,544 |
| 2022 | 93 | 2,740,173 | 1,611,866 | 948,156 | 2,455 |
| 2023 | 93 | 2,794,976 | 1,644,104 | 967,120 | 2,504 |

- MSC Site;
 - Capable of fueling 7 refuse vehicles simultaneously in 8 hours (overnight slow fill).
 - System capacity must be capable of increasing with the increase in vehicles fueled (shown below)
 - Capable of limited "fast-fill" - fueling one refuse vehicle in 20 minutes (recovery time of one hour).
 - The City will be installing a "slow-fill" dispensing system with individual measurement at each fill station under separate contract.
 - Minimum system compression capacity of 50 scfm.
 - Refuse trucks have 75 gallon fuel tanks.
 - Initial fueling capacity should be based on seven natural gas refuse trucks. The Environmental Services Department has plans to add seven natural gas refuse trucks a year to their fleet for four years beginning in 2013 as illustrated below:
 - Each refuse truck will average the monthly mileage shown in the table below. Annual natural gas consumption is estimated as follows:

MSC volumes:

| Year | Trucks (max) | Miles Driven | CNG Consumption (LNG gallons) | DGE |
|------|--------------|--------------|-------------------------------|---------|
| 2013 | 8 | 216,320 | 72,000 | 42,353 |
| 2014 | 15 | 405,600 | 135,000 | 79,412 |
| 2015 | 22 | 594,880 | 200,000 | 117,647 |
| 2016 | 22 | 594,880 | 200,000 | 117,647 |
| 2017 | 22 | 594,880 | 200,000 | 117,647 |
| 2018 | 22 | 594,880 | 200,000 | 117,647 |
| 2019 | 22 | 594,880 | 200,000 | 117,647 |
| 2020 | 22 | 594,880 | 200,000 | 117,647 |
| 2021 | 22 | 594,880 | 200,000 | 117,647 |
| 2022 | 22 | 594,880 | 200,000 | 117,647 |
| 2023 | 22 | 594,880 | 200,000 | 117,647 |

- All three Fuel Compressing Stations shall be capable of:
 - Fueling at 3600 psig at an ambient temperature of 70 degrees Fahrenheit.

B. The City's transit and refuse collection fleets must be fully operational at all times. Since the City is required to provide transit and refuse collection service, the natural gas Fuel Compressing Stations must include redundant features and the Offeror must provide one or more redundant methods to ensure delivery of fuel to the City to allow for continuous fleet operations. It should operate in such a manner that refueling customers notice no decrease in system operations.

The proposed systems shall include a minimum of 25% excess compression capacity and shall include 100% electrical redundancy (ability to operate without restrictions in the event that electrical power is unavailable from the grid.) This redundancy shall be based on the number of compressing units and not the available horsepower of the compressing units. The City does not expect the Offeror to provide natural gas fueling service if natural gas service from the pipeline is interrupted. The Offeror shall provide the following detailed explanations on how their proposed approach will meet the City's requirements for redundancy:

- The Offeror shall provide a detailed description of how the proposed Fuel Compressing Station will operate in the event of a loss of power supply from the local electric utility.
- The Offeror shall provide a detailed description of how the proposed Fuel Compressing Station will operate in the event of equipment failure (e.g., individual compressor breakdown).

- The Offeror shall provide an operations plan that details how the system will be operated, maintained and repaired to provide fuel for City fleets.

The station may be designed to service a greater number of vehicles or may exceed any of the minimum specifications at the option of the provider.

C. The Fuel Compressing Stations shall be physically sized as follows:

- Airport Site shall occupy the 65,340 square foot area identified on Figure 2. As shown on Figure 2, a 108,900 square foot area is available for a future public access fueling station.
- LIFT Facility Fuel Compressing Station shall not occupy a footprint greater than 5,000 square feet (100' by 50') within the area identified on Figure 4.
- MSC Site Fuel Compressing Station shall not occupy a footprint greater than 9,100 square feet (140' by 65') within the area identified on Figure 6.

The general locations available for the Fuel Compressing Stations are shown on Figures 2, 4 and 6. Offerors shall submit a drawing, sketch or other representation of the design and appearance of the proposed Fuel Compressing Stations.

The Offeror shall be responsible for all aspects of operation and maintenance of the Fuel Compressing Stations. The Offeror shall operate the three fueling facilities in compliance with all applicable laws and regulations, including the applicable provisions of the Labor Law of the State of Texas.

D. The fuel processing facility must meet all applicable regulations, codes and standards. The Offeror shall incur all costs associated with meeting all applicable regulations, codes and standards, including costs associated with securing and complying with the requirements of all necessary permits. If the offeror is unable to fuel City fleets pursuant to the contract, the Offeror shall be responsible for providing alternative services at their cost.

E. The Offeror shall obtain and pay for the following insurance coverage throughout the term of the contract:

- (i) Worker's compensation insurance and disability benefits liability insurance required by Texas State law covering all of the employees of the Offeror.
- (ii) Employer's liability insurance required by Texas State law covering all the employees of the Offeror.
- (iii) Commercial general liability and property damage insurance with contractual liability and products completed operations coverage with combined single limit for bodily injury, and for property damage with limits of not less than ten million dollars (\$10,000,000.00).
- (iv) Commercial automobile liability insurance endorsed for any auto with limits of one million dollars (\$1,000,000.00) combined single limit.
- (v) Excess liability insurance above the required comprehensive general, automobile, and employer's liability insurance in the amount of fifteen million dollars (\$15,000,000.00).
- (vi) All risk physical damage insurance covering loss, damage, or destruction to the Facility (including machinery coverage and builder's risk insurance, where applicable) in an amount equal to the full replacement value of the Facility.
- (vii) Pollution legal liability with a minimum limit of three million dollars (\$3,000,000.00).

Builders Risk insurance shall apply only during construction of the proposed system. All other insurance requirements apply both during the construction and the terms of each (all) of the three separate property leases. Commercial general liability and property damage coverage requirements may be satisfied through a combination of individual policy limits and umbrella coverage but the amounts under each type of coverage offered by Offeror will be subject to the final approval of the City's Risk Manager. Since the City will select a single offeror/lessee for all three properties, the general liability coverage under all the leases shall be in the amount of \$10 million for all facilities combined.

The Offeror shall name the City as an additional named insured on all insurance policies required herein, other than paragraphs (i) and (ii) above.

F. Definitions:

(i) Offeror – Offeror is the contractor that will design, permit, construct, own, operate, maintain and repair the Fueling Processing Systems at the City's Airport, LIFT and MSC sites.

(ii) Fuel Compressing Station – the Fuel Compressing Station is the infrastructure necessary to deliver compressed natural gas to the City-owned Fuel Dispensing Systems at the City's three sites. The Fuel Compressing Station will begin at the Texas Gas Service and El Paso Electric meters (which will be located at the perimeter of the Fuel Compressing Station lease site as identified on Figures 2, 4 and 6) and will consist of all necessary infrastructure to deliver compressed natural gas at specified volumes, pressures, purity and temperature to a piping connection to the City-owned Fuel Dispensing System.

(iii) Fuel Dispensing System – The Fuel Dispensing System will consist of the equipment to take compressed natural gas from the Fuel Compressing Station, meter the gas and deliver the gas through appropriate nozzles and hoses to the City's natural gas-powered fleet vehicles.

G. Conversion Factors

The following conversion factors were used as the basis for this solicitation:

- 1 Gasoline Gallon Equivalent (GGE) = 125,000 Btu
- 1 Diesel Gallon Equivalent (DGE) = 139,000 Btu
- 1 standard cubic foot of natural gas = 1,000 Btu
- 1 Liquid natural gas (LNG) gallon = 82,000 Btu

H. The selected fuel service provider shall be required to follow the City's standard construction permitting process, including submission of plans and specifications that have been sealed by a currently licensed Texas Professional Engineer. These plans shall be required to meet the City's building codes and show details of construction such as site work, landscaping, foundation, structure, fire protection, mechanical, and electrical in compliance with the International Building Code as modified and adapted by the City of El Paso. The Offeror will also be required to comply with the rules, regulations and land use requirements detailed in Attachment B of the Airport Site Lease attached to this RFP. The Fuel Service Provider shall also be required to pay all permit fees associated with the project.

I. Defueling: The three proposed systems shall be capable of de-fueling a full load of gas from one vehicle in approximately fifteen (15) minutes or less. De-fueling shall occur during normal fueling periods from the vehicle to the main compressor with at least one (1) compressor operating to provide suction during the entire time period. The vehicle will be deemed de-fueled when the vehicle fuel tank indicated pressure is within 100 psi of compressor suction pressure.

PART III – LEASED PROPERTIES AND EXISTING CONDITIONS

The Offeror shall enter into separate Lease Agreements for the use and occupancy of the three (3) properties made available for the Fuel Compressing Stations by the City. The Lease Agreements shall have the same term as the contract for the supply of fuel compressing services. The lease payments will be based on the square footage occupied by the Fuel Compressing Stations. The Offeror shall propose annual lease payments for each of the properties. Since the City is legally required to lease properties for at least the fair market value, the City will consider any proposal that provides compensation to the City at the following minimum fair market values for each of the City properties:

- Airport Site: \$0.40 per square foot per year
- LIFT Site: \$0.50 per square foot per year
- MSC Site \$0.50 per square foot per year

Lease rates for all three properties will be escalated every five years based on the CPI with a maximum total increase of 20%. Escalations will occur on the anniversary date of the leases.

Copies of sample lease agreements for the three separate properties are included as Attachment C. Offeror shall enter into the lease agreements for the three separate properties in substantially the same form as those attached.

The Airport Site station design and installation shall allow for the capability of future expansion. Such expansion must fit within the footprint identified on Figure 2. The Offeror shall detail their proposed expansion plans in their proposal. The future expansion plans should use the estimated growth projections over the next 10 years.

If the proposed system includes the construction of a canopy (not required) the design and construction of that canopy must meet Title 14 of the Code of Federal Regulations Part 77, to include filing of Federal Aviation Administration Form 7460, Notification of Proposed Construction or Alteration on Airport Property.

Airport Site – Site Conditions

As shown on Figures 1 and 2, the Airport Site consists of 25.8 acres of unimproved land. Design of the Sun Metro Admin facility was completed in 2011 and construction will begin in the spring of 2012 with completion scheduled for August 2013.

The City has completed a Federal Aviation Administration (FAA) environmental checklist for the property and that checklist is available for review. The portion of the Airport Site identified by the City for the natural gas processing station should be clear of pre-existing underground hazards or soil contaminants that would impact the construction of the Fuel Processing Station. The City will be conducting a Phase I ESA for the site. If the results of the Phase I ESA indicate the need, a Phase II ESA will also be conducted. The City may remediate contamination in its sole discretion. If the site is deemed unsuitable for construction, in its sole discretion, the City may terminate the contract for convenience. In that event, the Offeror will be paid its costs, including the Contract close out costs on work performed up to the time of termination. The contractor shall promptly submit its termination claim to the City of El Paso to be paid.

Texas Gas Service has two gas lines near the Airport Site. The first line is a 16-inch high pressure line with a MAOP of 175 psig of pressure. The second line is a 12-inch line with a MAOP of 175 psig. Texas Gas can upgrade the 12-inch line to a MAOP of 275 psig if necessary. As illustrated below, the 16-inch line (green) is located south of the property in Montana Avenue and the 12-inch line (orange) runs through the property. These lines have guaranteed minimum delivery pressures of 175 respectively. If Texas Gas upgrades the 12 inch line, it would be at Texas Gas' expense. Flow rates calculated by Texas Gas for the service lines from their pipelines are detailed in Attachment A. The City of El Paso does not assume any liability for the pressures or flow information provided by Texas Gas Service.

Figure 2 illustrates the portion of the property that will be used for the Fuel Compressing Station. Offerors must lease the entire 65,340 square foot area identified on Figure 2.

As detailed in the construction plans for the surrounding Airport site, the City will extend utilities (gas, electricity, water, and phone) to the site Fuel Compressing Station location at no cost to the Offeror. The actual usage cost of these utilities (with the exception of natural gas) shall be borne by the Offeror. Copies of the design drawings are available for review at the Engineering Department in City Hall.

Offerors may request electronic site layout drawings for the Airport location from Bianca Ontiveros at 541-4200 or by e-mail at ontiverosbi@elpasotexas.gov.

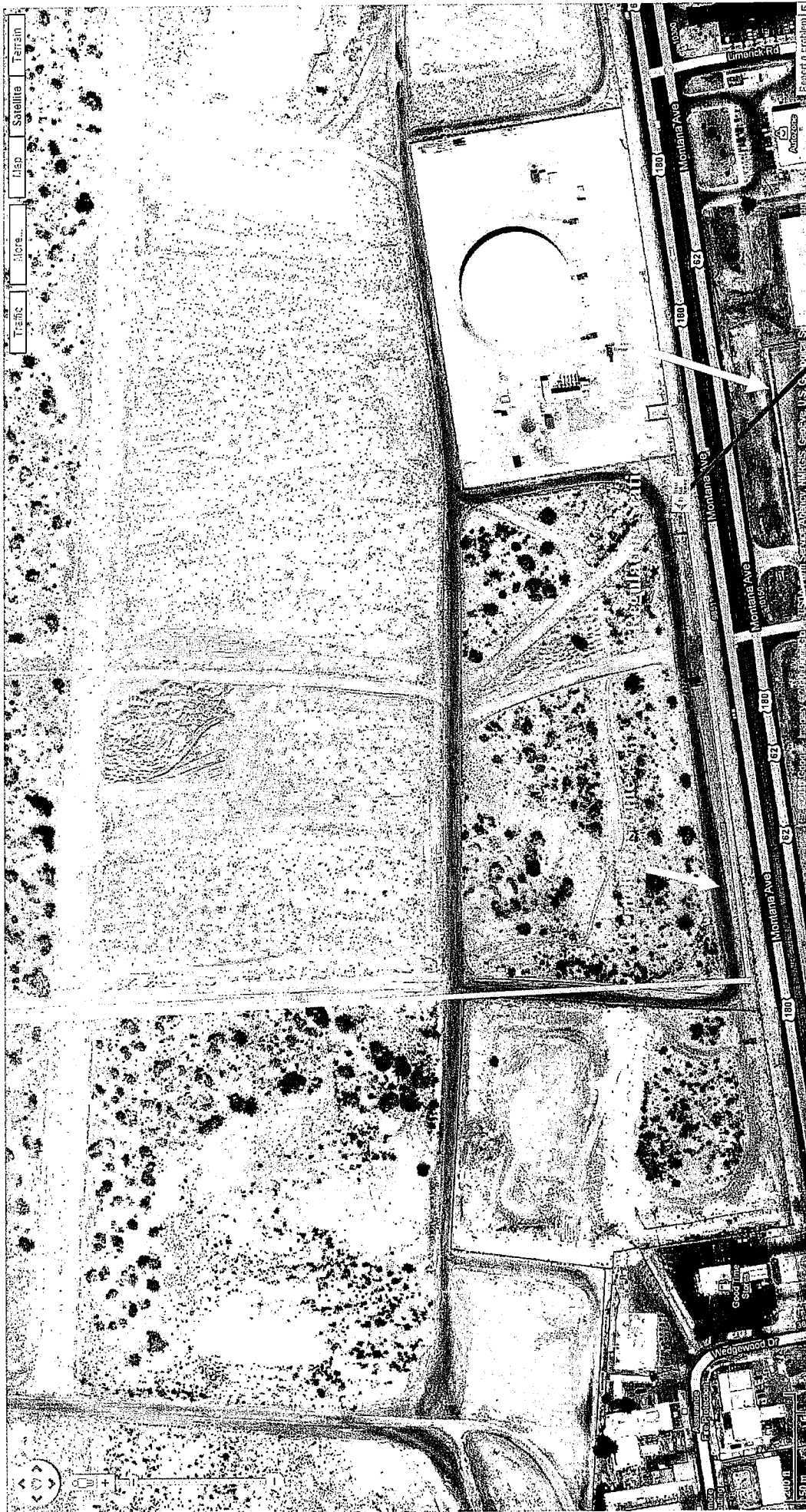


Figure 1 - Airport Site – Existing Conditions

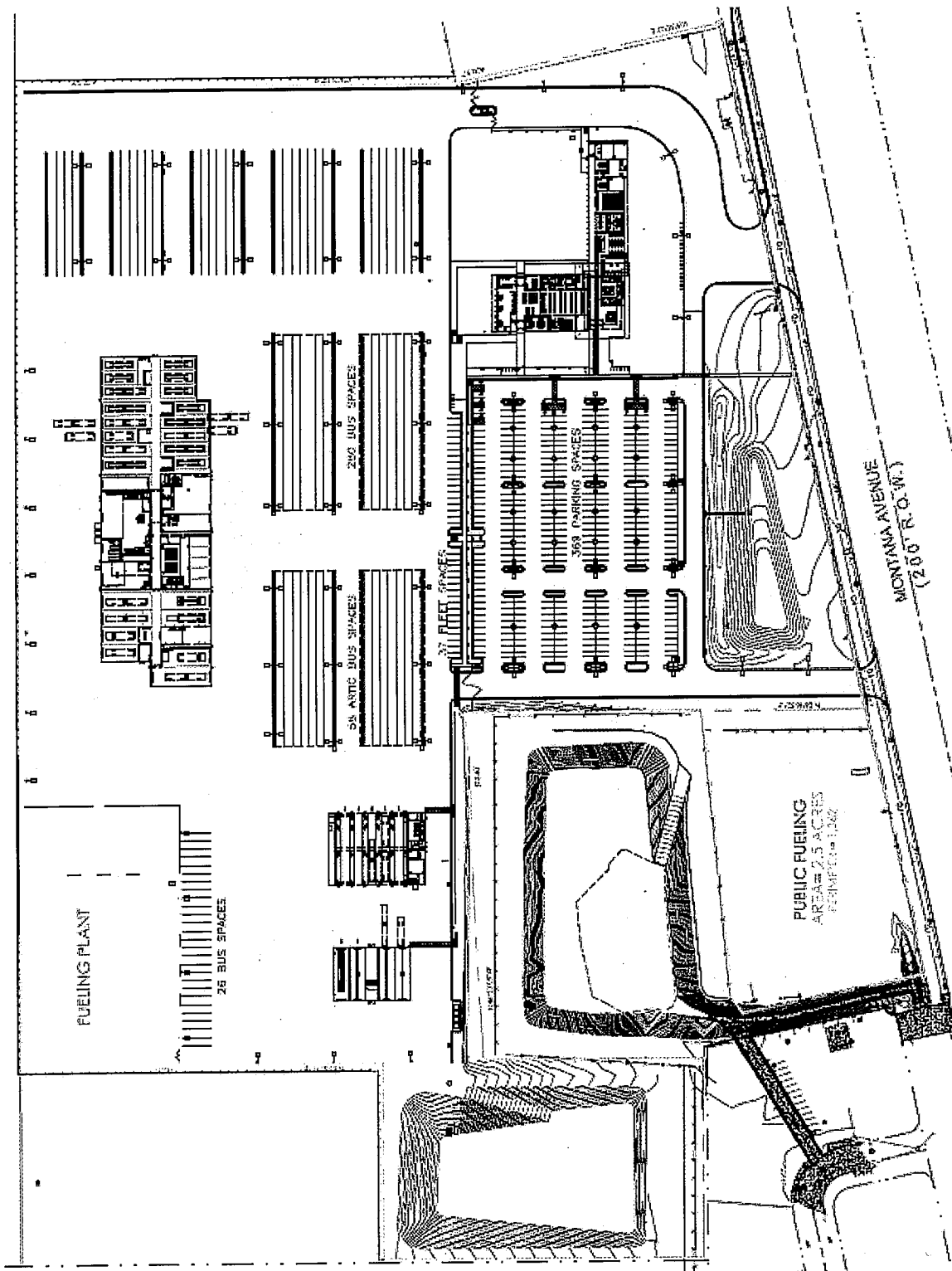


Figure 2 - Airport Site - Fuel Compressing Station Location

City of El Paso - Request for Proposals
Natural Gas Fuel Compressing Station

LIFT Site

As shown on Figure 3, the LIFT Site consists of improved land located at 5081 Fred Wilson Avenue. The Sun Metro Paratransit LIFT facility is located on the property.

The LIFT Facility includes an operating L/CNG fueling station with a 6,000-gallon L/CNG fueling facility that will be modified as necessary to accommodate the Offeror's proposed system.

The City will not entertain proposals to construct a public access fueling station on the LIFT station property due to space limitations on the property.

The existing fuel dispensing system will be upgraded under separate contract to provide adequate fueling capacity for system growth (specifically to allow for simultaneous and continuous fueling of four (4) vehicles for 6 ½ hours.)

The portion of the LIFT Site identified by the City for the natural gas processing station should be clear of pre-existing underground hazards or soil contaminants that would impact the construction of the Fuel Compressing Station. The City will be conducting a Phase I ESA for the site. If the results of the Phase I ESA indicate the need, a Phase II ESA will also be conducted. At its sole discretion, the City may remediate contamination found as a result of the ESA. If the site is deemed unsuitable for construction, the City may, at its sole discretion, terminate the contract for convenience. In that event, the Offeror will be paid its costs, including the Contract close out costs on work performed up to the time of termination. The contractor shall promptly submit its termination claim to the City of El Paso to be paid.

Texas Gas Service has a 6-inch high pressure line at a MAOP of 175 psig located south of the facility in the LIFT Site as illustrated below. This line has a guaranteed minimum delivery pressure of 125 psig. Flow rates calculated by Texas Gas for the service line delivering gas from their pipeline are detailed in Attachment A. The City of El Paso does not assume any liability for the pressures or flow information provided by Texas Gas Service.

Figure 4 illustrates the portion of the property available for lease. Offerors may lease up to a maximum of 5,000 square feet within the footprint identified on Figure 4 to locate the Fuel Compressing Station.

The City will extend utilities (gas, electricity, water, and phone) to the LIFT site Fuel Compressing Station location at no cost to the Offeror. The actual usage cost of these utilities (with the exception of natural gas) will be borne by the Offeror.

As-built drawings for the LIFT Site are available for review or copy at the Engineering Department Map Room located at City Hall 4th floor. Specifically, the following file is available: "El Paso Sun Metro Lift Operations & Maintenance Facility", File No. 237800, dated October 2000

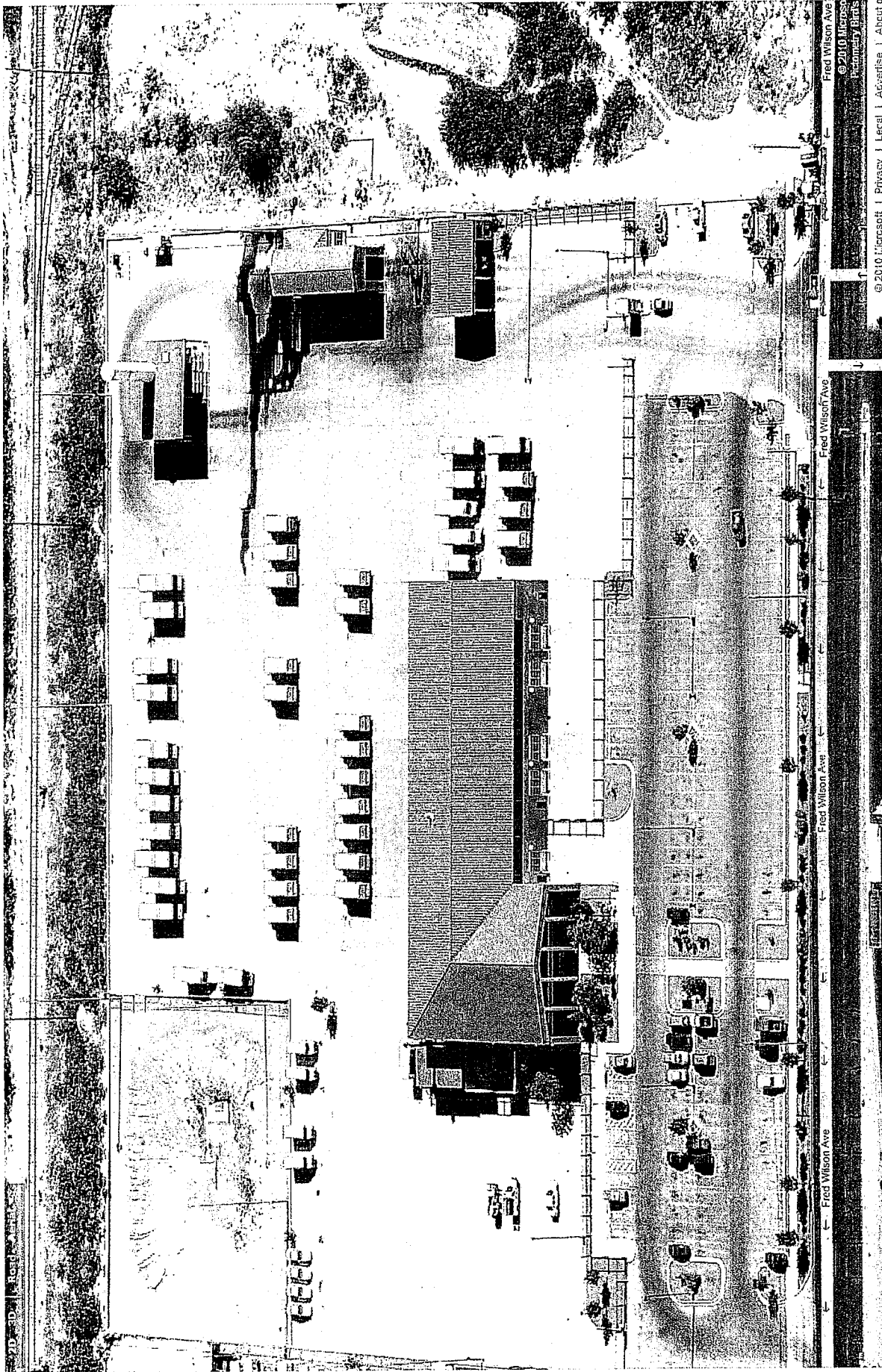


Figure 3 – LIFT Site – Existing Conditions

City of El Paso – Request for Proposals
Natural Gas Fuel Compressing Station

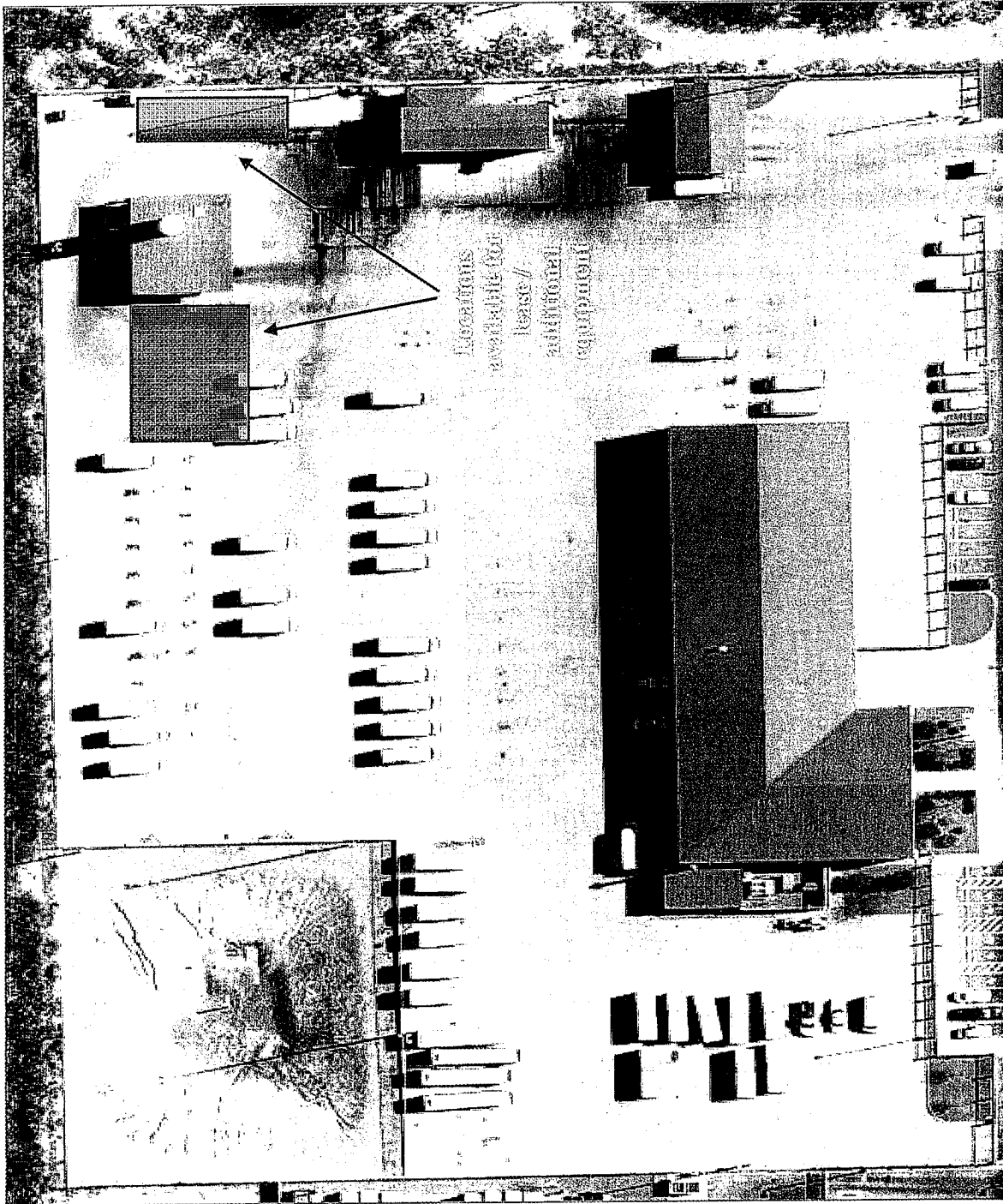


Figure 4 – Fred Wilson Site – Fuel Compressing Station Location

City of El Paso – Request for Proposals
Natural Gas Fuel Compressing Station

MSC Site

As shown on Figure 5, the MSC Site consists of improved land that is mostly asphalt paved and fenced. The site is used by the City's fleet maintenance, Environmental Services, Parks and Police Departments.

The MSC site includes diesel and unleaded gasoline fueling facilities.

The portion of the MSC Site identified by the City for the natural gas processing station should be clear of pre-existing underground hazards or soil contaminants that would impact the construction of the Fuel Compressing Station. The City will be conducting a Phase I ESA for the site. If the results of the Phase I ESA indicate the need, a Phase II ESA will also be conducted. The City at its sole discretion may remediate contamination found as a result of these ESA's. If the site is deemed unsuitable for construction, the City may at its sole discretion terminate the contract for convenience. In that event, the Offeror will be paid its costs, including the Contract close out costs on work performed up to the time of termination. The contractor shall promptly submit its termination claim to the City of El Paso to be paid.

Texas Gas Service has a 5-inch high pressure line at a MAOP of 175 psig located in Lafayette Drive as illustrated in Figure 5. This line has a guaranteed minimum delivery pressure of 125 psig. Flow rates for the gas service line are detailed in Attachment A. The City of El Paso does not assume any liability for the pressures or flow information provided by Texas Gas Service.

The MSC is currently serviced by a 3-inch CNG distribution line off of Lafayette Drive that leads to 1-inch and 2-inch lines near the property line.

Figure 6 illustrates the portion of the property available for lease. Offerors may lease up to a maximum of 9,100 square feet within the footprint identified on Figure 6 to locate the Fuel Compressing Station.

The City will extend utilities (gas, electricity, water, and phone) to the MSC site Fuel Compressing Station location at no cost to the Offeror. The actual usage cost of these utilities (with the exception of natural gas) shall be borne by the Offeror.

As-built drawings for the Municipal Service Center site are available for review or copy in the Engineering Department Map Room located at City Hall 4th floor. Specifically, the following file is available: "Municipal Service Center Improvement Survey", File No. 237332, dated April 1991.



Figure 5 – MSC Site – Existing Conditions

City of El Paso – Request for Proposals
Natural Gas Fuel Compressing Station



Figure 6 – MSC Site – Fuel Compressing Station Equipment Location

Part IV. Required Proposal Submittals

A. Offerors shall at a minimum include the following required submittals in their proposals:

1. Cover letter with signature of person authorized to obligate the firm.
2. A separate price per delivered DGE of CNG for each of the three locations for the ten year term of the contract (assuming escalation as described in Part II). Offerors shall also include a breakdown of this delivery price including the following:
 - a. Electric utility costs
 - b. Gas utility costs (to operate system)
 - c. Operations costs
 - d. Maintenance costs
 - e. Capital costs
 - f. Debt service costs
3. A preliminary implementation plan providing time spans and describing how the Offeror proposes to complete construction of the Fuel Compressing Stations to meet the City's time requirements.
4. A preliminary project management plan that includes:
 - a. Scope of Work / Specific challenges and the overall plan for meeting project management challenges and requirements.
 - b. How the Offeror plans to manage this Scope of Work and the identity of the individual who will function as the project manager, including name, home base and brief overview of their qualifications. Include, at the end of this section, the proposed project manager's resume.
 - c. List other project team members and their roles. Include the resumes (biographical information) at the end of this section for all proposed program personnel
5. Proposed methodology for processing natural gas into CNG that meets the City's specifications for fuel quality and quantity, along with an estimated schedule depicting how the Offeror will be able to deliver fuel when required by the City.
6. Proposed expansion plan for each of the three sites to meet projected growth in fuel demands.
7. A statement that the Offeror is willing to enter into leases that are substantially in the form of the example leases found in Attachment C.
8. A description of the firm's previous projects of a similar nature, complete with contact information for the entity for which the firm performed the work.
9. Other information that may be relevant and helpful to the City in making a final decision.
10. An overview of the firm (and any partners) and the firm's (and partner's) capability to successfully deliver the requested project, including:
 - a. Qualifications and experience, including at least three references from previous natural gas fueling projects
 - b. Audited financial statements,
 - c. Capacity of the proposer to construct, operate and maintain the necessary facilities,
 - d. The proposed conceptual design of the facilities necessary to deliver fuel for City vehicles.
 - e. Identification of any partners that the firm will be using to successfully complete the project and deliver fuel.
11. Potential providers shall also include the following minimum technical information in their proposals:

- a. A detailed description of how the proposed fuel processing station will operate in the event of a loss of power supply from the local electric utility.
 - b. A detailed description of how the Offeror will continue to deliver fuel in the event of individual equipment failure (e.g., compressor breakdown).
 - c. A conceptual operations plan that details how the system will be operated, maintained and repaired to provide fuel for City fleets.
 - d. References for three projects that demonstrate their ability to successfully complete this project within budget and schedule requirements.
 - e. Historical response times to system breakdowns.
 - f. Historical percentages of system uptime versus downtime for both preventive maintenance and mechanical failures.
 - g. Maximum response time for unscheduled maintenance and repairs.
 - h. Provide a detailed description of the processing equipment that will be used in the Fuel Compressing Stations, including a basic piping and instrumentation diagram (P&ID) and equipment cut sheets.
12. Potential providers shall include their proposed minimum notice time that would be included in the final contract if the City expects to begin requiring more than 120% of the fuel volumes listed in this RFP.

Part V. Evaluation Criteria

The evaluation criteria listed below will be used to determine which proposal response is most advantageous to the City of El Paso. Responses received to this solicitation will be evaluated based on the criteria and corresponding weight given in each evaluation category listed herein. The response to the requirements of the solicitation as well as the proposed prices will be used in the Board's evaluation.

Interviews will be conducted with finalist firms as determined by the evaluation team. Proposers shall be treated fairly and equally with respect to any opportunity for discussions and revisions of Proposals. In as much as the City may not request best and final offers, Proposers are strongly urged to provide competitive pricing since revisions may not be permitted after submissions and before the award of the Contract.

A. Price (30 points)

The Price will be evaluated based on the proposed cost of processing fuel as provided in the pricing proposal of each proposing firm.

B. System Quality (50 points)

System quality will be evaluated based on the demonstrated quality of the proposed approach to meet the City's fueling needs. Specifically, the City will rate the redundancy, reliability, and previous performance related to meeting construction and operational specifications and deadlines.

Redundancy will be evaluated based on the redundant features included in the system design and the operational plans proposed by each Offeror.

Construction performance will be evaluated based on the demonstrated ability to complete construction and begin timely operation of the facility based on references from similar previous projects.

Operational performance will be evaluated based on the demonstrated ability to reliably operate similar systems with timely responses to outages and issues from previous similar projects.

System quality and operational performance will also be evaluated based on the breakdown of the Offeror's unit prices to ensure that the Offeror has adequately provided for quality equipment and operations in the proposal.

C. Corporate Stability (15 points)

Corporate stability will be evaluated based on the firm's financial strength demonstrated in its financial statements, technical expertise of the proposed team, references from previous projects of similar scope, the firm's experience in delivering projects on time and closely aligned with proposed costs.

D. Presentation (5 points)

Each proposing firm will be required to deliver a presentation detailing their proposal and responding to City requests for clarifications during that presentation.

Attachment A – Texas Gas Flow Rates

Airport Site

The 16-inch line at the Montana Avenue/Airport Site can deliver a maximum of 51,254 MCFH @ 175psi, if the line is upgraded the line the line can deliver 77,527 MCFH.

The 12-inch line at the Montana Avenue/Airport Site can deliver 17,369 MCFH @ 175psi.

Gas flows vary as follows based on the size of the service line.

| Pressure | Length of Service Line | Service Line Diameter | | | | |
|----------|------------------------|-----------------------|---------|---------|---------|------|
| | | 2" | 4" | 5" | 6" | |
| 125psi | 100' | 241.3 | 1,534.5 | 2,783.5 | 4,528.0 | MCFH |
| 125psi | 200' | 164.1 | 1,043.7 | 1,893.3 | 3,079.9 | MCFH |
| 125psi | 300' | 131.0 | 833.1 | 1,511.2 | 2,458.3 | MCFH |
| 175psi | 100' | 429.5 | 2,731.4 | 4,954.8 | 8,060.1 | MCFH |
| 175psi | 200' | 292.2 | 1,857.9 | 3,370.2 | 5,482.4 | MCFH |
| 175psi | 300' | 233.2 | 1,482.9 | 2,689.9 | 4,375.8 | MCFH |

| Pressure | Length of Service Line | Service Line Diameter | | | | |
|----------|------------------------|-----------------------|----------|----------|----------|------|
| | | 6" | 8" | 10" | 12" | |
| 175psi | 100' | 8,060.1 | 17,369.1 | 31,507.3 | 51,254.3 | MCFH |
| 175psi | 200' | 5,482.4 | 11,814.2 | 21,430.8 | 34,862.4 | MCFH |
| 175psi | 300' | 4,375.8 | 9,429.7 | 17,105.4 | 27,826.0 | MCFH |

Fred Wilson/LIFT and Lafayette/MCS Sites

Gas flows vary as follows based on the size of the service line.

| Pressure | Length of Service Line | Service Line Diameter | | | |
|----------|------------------------|-----------------------|---------|---------|------|
| | | 2" | 4" | 6" | |
| 125psi | 100' | 241.3 | 1,534.5 | 4,528.0 | MCFH |
| 125psi | 200' | 164.1 | 1,043.7 | 3,079.9 | MCFH |
| 125psi | 300' | 131.0 | 833.1 | 2,458.3 | MCFH |
| 175psi | 100' | 429.5 | 2,731.4 | 8,060.1 | MCFH |
| 175psi | 200' | 292.2 | 1,857.9 | 5,482.4 | MCFH |
| 175psi | 300' | 233.2 | 1,482.9 | 4,375.8 | MCFH |

Attachment B – El Paso Natural Gas Tariff

3. QUALITY

- 3.1 General Specifications. Unless otherwise provided in Sections 3.2 and/or 3.4 of the GT&C, Shipper warrants that all Natural Gas received by Transporter at any mainline Receipt Point(s) shall conform to the following specifications and must be, in Transporter's reasonable judgment, otherwise merchantable:
- (a) Liquids - The gas shall be free of water and hydrocarbons in liquid form at the temperature and pressure at which the gas is received. The gas shall in no event contain water vapor in excess of seven (7) pounds per million standard cubic feet.
 - (b) Hydrocarbon Dew Point - The hydrocarbon dew point of the gas received shall not exceed twenty degrees Fahrenheit (20°F) at normal pipeline operating pressures.
 - (c) Total Sulfur - The gas shall not contain more than five (5) grains of total sulfur, which includes hydrogen sulfide, carbonyl sulfide, carbon disulfide, mercaptans, and mono-, di- and poly-sulfides, per one hundred (100) standard cubic feet. The gas shall also meet the following individual specifications for hydrogen sulfide, mercaptan sulfur or organic sulfur:
 - (i) Hydrogen Sulfide - The gas shall not contain more than one-quarter (0.25) grain of hydrogen sulfide per one hundred (100) standard cubic feet.
 - (ii) Mercaptan Sulfur - The mercaptan sulfur content shall not exceed more than three-quarters (0.75) grain per one hundred (100) standard cubic feet.
 - (iii) Organic Sulfur - The organic sulfur content shall not exceed one and one-quarter (1.25) grains per one hundred (100) standard cubic feet, which includes mercaptans, mono-, di- and poly-sulfides, but it does not include hydrogen sulfide, carbonyl sulfide or carbon disulfide.
 - (d) Oxygen - The oxygen content shall not exceed two-tenths of one percent (0.2%) by volume and every reasonable effort shall be made to keep the gas delivered free of oxygen.
 - (e) Carbon Dioxide - The gas shall not have a carbon dioxide content in excess of two percent (2%) by volume, except for gas acceptable under Sections 3.2 and 3.4 of the GT&C.
 - (f) Diluents - The gas shall not at any time contain in excess of three percent (3%) total diluents (the total combined carbon dioxide, nitrogen, helium, oxygen, and any other diluent compound) by volume, except for gas acceptable under Sections 3.2 and 3.4 of the GT&C.

- (g) Dust, Gums and Solid Matter - The gas shall be commercially free of dust, gums and other solid matter.
- (h) Heating Value - The gas shall have a Heating Value of not less than 967 Btu per cubic foot.
- (i) Temperature - The gas received by Transporter shall be at temperatures not in excess of one hundred twenty degrees Fahrenheit (120°F) nor less than fifty degrees Fahrenheit (50°F). Any party tendering gas at a temperature standard less than fifty degrees Fahrenheit (50°F) shall receive a waiver of such standard only if a test has been conducted in accordance with procedures set forth in Section 3.10(b) hereof and the results from such test demonstrate that the particular segment of the pipeline tested can be safely operated below the fifty degrees Fahrenheit (50°F) temperature standard.
- (j) Deleterious Substances - The gas shall not contain deleterious substances in concentrations that are hazardous to health, injurious to pipeline facilities or adversely affect merchantability.

3.2 Grandfathered Receipts. Transporter agrees that at certain grandfathered plant Receipt Points and Interconnects on Transporter's system described below, where gas does not conform to the carbon dioxide and/or the total diluent specification set forth in Sections 3.1(e) and (f) of the GT&C, gas shall be received according to the provisions of this Section 3.2 which are based on the highest non-conforming monthly average percentages of carbon dioxide and total diluents for a Month during the twelve (12) Month base period ended July 31, 1990. Under this Section 3.2:

- (a) Transporter shall accept gas with carbon dioxide and/or total diluents at percentages up to the non-conforming specifications at volumes up to the residue volume at the plant design capacity or historical Interconnect volumes, as such existed on July 31, 1990, provided, however, that to the extent Transporter must curtail non-conforming volumes to meet Transporter's Delivery Point specifications for carbon dioxide and/or total diluents, Transporter shall curtail volumes at these plants down to 125% of historical volumes.
- (b) Historical volumes for non-conforming plants shall be deemed to be the daily average for the highest monthly tailgate volume delivered to Transporter during the twelve (12) Month base period ended July 31, 1990 and in the event a non-conforming plant or plants are closed, Transporter shall transfer the applicable historical volumes to another plant owned by the same party.
- (c) The identification of the non-conforming plants, the grandfathered specifications and the historical volumes are set forth on the table below.

NON-CONFORMING PLANTS

GRANDFATHERED SPECIFICATIONS

| LOCATION | METER CODE | CO2 MOL % | TOTAL DILUENTS MOL% | HISTORICAL VOLUME (MCF/D) |
|------------------------------------|---------------|-----------|------------------------|---------------------------------|
| Slaughter Plant (IAMSLAUG) | 77-039 | - | 11.89 | 6,915 |
| Puckett Plant (IPUCKETT) | 14-261 | 3.55 | 4.09 | 37,390 |
| Jal Complex (IJALCPLX) | 01-814 | - | 4.31 | 28,518 |
| Jameson Plant (ISUNJAME) | 77-078 | - | 7.02 | 2,823 |
| Midkiff Plant (IMIDKIFF) | 01-079 | - | 4.95 | 39,371 |
| Goldsmith Plant (IPHGOLDS) | 02-381 | - | 5.23 | 62,267 |
| Lee Plant (IPHLEE) | 77-025 | - | 7.34 | 27,484 |
| Eunice Plant (IPHEUNIC) | 77-287 | - | 5.15 | 57,672 |
| Fullerton Plant (IPHFULTN) | 77-289 | - | 6.18 | 28,200 |
| Spraberry Plant (IPHSPBRY) | 77-248 | - | 4.64 | 11,277 |
| San Juan River Plant (ISJRVPLT) | 01-125 | - | 4.35 | 32,827 |
| TXL Plant (ISHTXL) | 77-029 | - | 6.17 | 12,054 |
| Terrell Plant (ITERRELL) | 01-596 | 2.89 | 4.53 | 102,708 |
| Denton Plant (IDENTON) | 77-001 | - | 5.02 | 2,554 |
| Perkins Plant (IUTPERKN) | 77-068 | - | 10.19 | 9,178 |
| Val Verde Plant (IMOITRKA) | 14-136 | 2.13 | - | 195,985 |
| Monument Plant (IWARMONU) | 77-045 | - | 4.04 | 31,576 |
| Saunders Plant (IWARSAUD) | 77-046 | - | 5.75 | 12,421 |

- (d) The identification of the non-conforming Interconnects, the grandfathered specifications and the historical volumes are set forth on the table below.

NON-CONFORMING INTERCONNECTS

| LOCATION | METER CODE | CO2 MOL % | TOTAL DILUENTS MOL% | HISTORICAL VOLUME (MCF/D) |
|----------------------------------------------------|---------------|-----------|------------------------|---------------------------------|
| Big Blue Receipt Point (IBIGBLUE) | 14-091 | - | 9.50 | 11,900 |
| Ignacio Dry Gas (ICOLODRY) | 01-127 | 3.13 | 3.22 | 37,595 |
| Northern Natural Plains (INN30PLA) | 40-018 | - | 4.22 | 111,072 |
| Plains Compressor (Westar-Felmac) (IW40-043) | 40-043 | - | 4.50 | 8,464 |

- (e) In addition, Transporter agrees to accept, on a grandfathered basis, gas that does not conform to the sulfur specifications set forth in Section 3.1(c) of the GT&C for Natural Gas received at the tailgate of the Terrell Plant, based on the actual monthly highest non-conforming concentrations during the twelve (12) Month base period ending July 31, 1990. The sulfur specification Transporter shall accept for Natural Gas at volumes up to the residue volume at plant design capacity received at the tailgate of the plant is identified below.

Grandfathered Non-conforming Sulfur Specifications
 (grains per 100 standard cubic feet)

| | HYDROGEN SULFIDE | HISTORICAL VOLUME (MCF/D) |
|---------------|---------------------|---------------------------------|
| Terrell Plant | 0.45 | 102,708 |

- 3.3 Delivery Specifications. Except as otherwise provided below, all Natural Gas delivered by Transporter shall conform to the following specifications:

- (a) Liquids - The gas shall be free of water and hydrocarbons in liquid form at the temperature and pressure at which the gas is delivered. The gas shall in no event contain water vapor in excess of seven (7) pounds per million standard cubic feet.

- (b) Hydrocarbon Dew Point - The hydrocarbon dew point of the gas delivered shall not exceed twenty degrees Fahrenheit (20°F) at a pressure of 600 psig.
- (c) Total Sulfur - The gas shall not contain more than three-quarters (0.75) grain of total sulfur per one hundred (100) standard cubic feet, which includes hydrogen sulfide, carbonyl sulfide, carbon disulfide, mercaptans, and mono-, di- and poly-sulfides. The gas shall also meet the following individual specifications for hydrogen sulfide, mercaptan sulfur or organic sulfur:
 - (i) Hydrogen Sulfide - The gas shall not contain more than one-quarter (0.25) grain of hydrogen sulfide per one hundred (100) standard cubic feet.
 - (ii) Mercaptan Sulfur - The mercaptan sulfur content shall not exceed more than three-tenths (0.3) grain per one hundred (100) standard cubic feet.
 - (iii) Organic Sulfur - The organic sulfur content shall not exceed five-tenths (0.5) grain per one hundred (100) standard cubic feet, which includes mercaptans, mono-, di- and poly-sulfides, but it does not include hydrogen sulfide, carbonyl sulfide or carbon disulfide.
- (d) Oxygen - The oxygen content shall not exceed two-tenths of one percent (0.2%) by volume and every reasonable effort shall be made to keep the gas delivered free of oxygen.
- (e) Carbon Dioxide - The gas shall not have a carbon dioxide content in excess of three percent (3%) by volume.
- (f) Diluents - The gas shall not at any time contain in excess of four percent (4%) total diluents (the total combined carbon dioxide, nitrogen, helium, oxygen, and any other diluent compound) by volume.
- (g) Dust, Gums and Solid Matter - The gas shall be commercially free from solid matter, dust, gums, and gum forming constituents, or any other substance which interferes with the intended purpose or merchantability of the gas, or causes interference with the proper and safe operation of the lines, meters, regulators, or other appliances through which it may flow.
- (h) Heating Value - The gas shall have a Heating Value of not less than 967 Btu per cubic foot. For Natural Gas delivered at the border between the States of Arizona and California, the gas shall have a Heating Value of not less than 995 Btu per cubic foot.
- (i) Temperature - The gas shall be delivered at temperatures not in excess of one hundred twenty degrees Fahrenheit (120°F) nor less than fifty degrees Fahrenheit

(50°F) except during those times when due to normal operating conditions and/or seasonal ambient temperatures on or near the pipeline system the temperature may drop below such lower limit.

- (j) Deleterious Substances - The gas shall not contain any toxic or hazardous substance, in concentrations which, in the normal use of the gas, may be hazardous to health, injurious to pipeline facilities or be a limit to merchantability.
- (k) If, at any time, gas delivered by Transporter shall fail to substantially conform to the specifications set forth in this Section 3.3 (a) - (j) of the GT&C, Shipper or its designee agrees to notify Transporter of such deficiency. Shipper, or its designee, may agree to waive Transporter's compliance with its delivery specifications or, if Transporter fails to promptly remedy any such deficiency within a reasonable time, then Shipper or its designee may, at its option, refuse to accept delivery pending correction of the deficiency by Transporter or continue to accept delivery and make such changes as necessary to cause the gas to conform to such specifications, in which event Transporter shall reimburse Shipper or its designee for all reasonable expenses incurred by Shipper or its designee in effecting such changes.

3.4 Specification Exemptions. Transporter, in its reasonable discretion and judgment, exercised on a not unduly discriminatory basis, may accept gas that does not conform to the quality specifications in Section 3.1 or 3.2 of the GT&C but meets the conditions set forth below, provided that Transporter determines that such acceptance will not interfere with its ability to: (1) maintain an acceptable gas quality in its pipeline through prudent and safe operation of Transporter's pipeline system and any related storage facility; (2) ensure that such gas does not adversely affect Transporter's ability to operate its system and to provide adequate service to its customers consistent with the applicable Rate Schedule and the GT&C; and (3) ensure that such gas does not adversely affect Transporter's ability to deliver gas at its Delivery Points.

- (a) Transporter may accept gas that exceeds the total diluents specifications as set forth in Section 3.1(f) in Lea, Chaves, and San Juan Counties, New Mexico provided that: (i) the maximum quantity received is no greater than 6,000 Mcf/day; (ii) total diluents are no greater than 6.0%; (iii) the gas meets all other gas quality specifications set forth in Section 3.1; (iv) received volumes will not impact the merchantability of the commingled gas stream; and (v) the Shipper or Operator has provided Transporter with written notice of its intent to deliver gas pursuant to this exemption.
- (b) Transporter may accept gas with total diluents not exceeding 4% (four percent) for receipts in the Keystone, Plains and Waha areas, provided (i) the Btu content of such gas is not less than 1000 Btu/cubic feet; (ii) the gas meets the other gas quality specifications set forth in Section 3.1 of the GT&C; (iii) that the Shipper or Operator has installed an online chromatograph and any required appurtenances to monitor

the gas quality; and (iv) the Shipper or Operator has provided Transporter with written notice of its intent to deliver gas pursuant to this exemption.

- (c) Transporter may accept any gas that does not meet the specifications set forth in Sections 3.1 or 3.2 of the GT&C on a short-term basis for operational reasons which may include plant start-ups, plant upsets, or line freeze-offs.

- 3.5 **Waiver of Quality Specifications.** Transporter, in its reasonable discretion and judgment, exercised on a not unduly discriminatory basis, may waive one or more of its gas quality specifications at any Receipt Point to accept gas that does not conform to the quality specifications set forth in Section 3.1 or 3.2 of the GT&C, if Transporter determines that such acceptance will not interfere with its ability to: (1) maintain an acceptable gas quality in its pipeline through prudent and safe operation of Transporter's pipeline system and any related storage facility; (2) ensure that such gas does not adversely affect Transporter's ability to operate its system and to provide adequate service to its customers consistent with the applicable Rate Schedule and the GT&C; and (3) ensure that such gas does not adversely affect Transporter's ability to deliver gas at its Delivery Points.
- 3.6 Upon mutual agreement between Transporter and the downstream Interconnect party, Transporter may temporarily deliver gas that does not conform to the quality specifications set forth in Sections 3.1 or 3.2 of the GT&C, if Transporter, in its reasonable operational judgment and in a not unduly discriminatory manner, determines that such delivery will not interfere with its ability to: (1) maintain an acceptable gas quality in its pipeline through prudent and safe operation of Transporter's pipeline system and any related storage facility; (2) ensure that such agreement does not adversely affect Transporter's ability to operate its system and to provide adequate service to its customers consistent with the applicable Rate Schedule and the GT&C; (3) ensure that such agreement does not adversely affect Transporter's ability to deliver gas at its Delivery Points; and (4) ensure that such agreement only affects consenting parties to this Section 3.6. Such agreement shall be made in writing between Transporter and DP Operator and shall be posted on the EBB.
- 3.7 **Failure to Meet Specifications.** If, at any time, gas tendered by Shipper for transportation shall fail to conform to any of the applicable quality specifications set forth in Sections 3.1 or 3.2 of the GT&C and Transporter notifies Shipper of such deficiency and Shipper fails to remedy any such deficiency within a reasonable period of time (immediately in those situations which threaten the integrity of Transporter's system), Transporter may, at its option, refuse to accept such gas pending correction of the deficiency by Shipper or, Transporter may continue to accept the receipt of such gas and make such changes as are necessary to cause the gas to conform to such specifications, in which event Shipper shall reimburse Transporter for all reasonable expenses incurred by Transporter in effecting such changes, including operational and gas costs associated with purging and/or venting the pipeline. Failure by Shipper to tender quantities that conform to any of the applicable quality specifications shall not be construed to eliminate, or limit in any manner, the obligations of Shipper existing under any other provisions of the Executed TSA. In the event Natural Gas is delivered into Transporter's system that would cause the Natural Gas

in a portion of Transporter's pipeline to become unmerchantable, then Transporter is permitted to act expediently to make the gas merchantable again by any and all reasonable methods, including, without limitation, venting the pipeline of whatever quantity of Natural Gas is necessary to achieve a merchantable stream of gas. Shipper shall reimburse Transporter for all reasonable expenses incurred by Transporter to obtain merchantable Natural Gas again, including operational and gas costs associated with venting the pipeline. In such cases, Transporter shall promptly notify Shipper of the non-conforming supply and any steps taken to protect the merchantability of the gas.

- 3.8 Gas Quality Monitoring Equipment. After giving sufficient notice to a Shipper, Transporter shall have the right to collect from all Shippers delivering gas to Transporter at a common Receipt Point their volumetric pro rata share of the cost of any additional gas quality equipment including hydrogen sulfide analysis and/or water vapor analysis equipment which Transporter, at its reasonable discretion, determines is required to be installed at such Receipt Point to monitor the quality of gas delivered.
- 3.9 The quality specifications set forth in Section 3.3 of the GT&C shall not apply to Natural Gas delivered by Transporter at any Delivery Point in production areas receiving gas delivered by Transporter on July 31, 1990 that did not meet the quality specifications set forth in Section 3.3 of the GT&C. Gas so designated shall be of such quality as may exist in the delivering pipeline from time to time at such Delivery Points and Transporter makes no warranty of merchantability or fitness for any purpose with respect to such gas.
- 3.10 Testing Procedures - The following test procedures shall be utilized by Transporter.
- (a) To determine whether specified sulfur compound limitations are being met as stated under Section 3.1(c), 3.2(e) and 3.3(c) hereof, Transporter shall use the appropriate American Society for Testing Materials Procedures (as revised) Volume 05.05 Gaseous Fuels; Coal and Coke and/or accepted industry practices such as sulfur analyzers and chromatographs.
 - (b) To determine whether specific points on Transporter's system can operate below the fifty degree Fahrenheit (50°F) tolerance as stated in Sections 3.1(i) and 3.3(i) of the GT&C, Transporter shall use the Charpy impact and drop-weight tear tests in accordance with API-5L Supplemental Requirements 5 and 6, respectively. Inasmuch as this test requires the shutdown of the specific segment of the system being tested, Transporter shall conduct such test only at a time when operations on such segments are not affected or the safety of the system is not put in jeopardy.
- 3.11 Odorization. As between Transporter and Shipper, Transporter shall have no obligation whatsoever to odorize the Natural Gas delivered, nor to maintain any odorant levels in such Natural Gas. Notwithstanding Section 25.1 of the GT&C, Shipper agrees to indemnify and hold harmless Transporter, its officers, agents, employees and contractors against any liability, loss or damage, including litigation expenses, court costs and attorneys' fees, whether or not such liability, loss or damage arises out of any demand,

claim, action, cause of action, and/or suit brought by Shipper or by any person, association or entity, public or private, that is not a party to the Executed TSA, where such liability, loss or damage is suffered by Transporter, its officers, agents, employees and/or contractors as a direct or indirect result of any actual or alleged sole or concurrent negligent failure by Transporter or any actual or alleged act or omission of any nature by Shipper to odorize the Natural Gas or product delivered under the Executed TSA or to maintain any odorant levels in such Natural Gas or product.

Attachment C – Sample Leases

LEASE

CITY OF EL PASO
EL PASO, TEXAS
Lessor

Lessee

Effective Date

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ATTACHMENTS

EXHIBIT "A" - Property Description & Metes and Bounds of Premises

LEASE

THIS LEASE AGREEMENT is entered into this ____ day of _____, 2012 by and between the City of El Paso, a home rule municipal corporation ("Lessor") and _____ ("Lessee").

WHEREAS, Lessor owns the property located at 1059 Lafayette Drive, El Paso, Texas 799__ which houses the City's Municipal Service Center, commonly known as MSC; and

WHEREAS, Lessee proposes to lease from Lessor a portion of the property to avail itself of certain privileges, rights and uses pertaining thereto; and

WHEREAS, Lessee desires to construct certain facilities on the property for the conduct of permitted uses thereon; and

WHEREAS, Lessor has determined that a public purpose will be served by leasing the property to Lessee in accordance with the terms specified herein, together with certain privileges, rights, uses and interests therein, as hereinafter set out; and

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

NOW THEREFORE, in consideration of the mutual covenants and agreements herein set forth, Lessor and Lessee agree and covenant as follows:

ARTICLE I PREMISES AND PRIVILEGES

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

El Paso, El Paso
County, Texas consisting of 30,000 square feet, more or less, as more fully described in **Exhibit "A"** attached hereto and incorporated herein by reference, municipally numbered and known as 1059 Lafayette Dr. (the "Premises").

1.02 Right to Construct. Lessee shall have the right and privilege to construct, maintain, and remove improvements upon the Premises subject to the terms, covenants, and conditions

contained herein. Prior to the construction or any modifications to the Premises, the plans and specifications for any improvements, additions, alterations or changes shall be submitted to the City Engineer or designee, with a copy to the Director of the Mass Transit Department, for review and approval. No work shall commence until the City Engineer has given written approval.

1.03 Restriction of Privileges, Uses and Rights. The rights and privileges granted Lessee hereunder are subject and expressly limited to the design, development, construction, operation and maintenance of a natural gas fuel compressing station for the fueling of City owned vehicles. Any change of use will require the prior written approval of the City Council. Failure to obtain the prior written approval of the City Council prior to using the Premises for anything other than a natural gas fuel compressing station shall constitute an event of default and may result in termination of the Lease.

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

- A. That no functional alteration of the Premises or improvements located thereon or functional change in the uses of such Premises shall be made without the prior written consent of Lessor.
- B. That the right to use the Premises shall be exercised only subject to and in accordance with the laws of the United States of America and the State of Texas; the rules and regulations promulgated by their authority and all reasonable and applicable rules, regulations and ordinances of Lessor now in force or hereafter prescribed or promulgated by charter authority or by law.
- C. From time to time during the lease term, Lessor may find it necessary to make repairs to the improvements located on the site owned by Lessor. Every effort will be made to not interfere with Lessee's use and enjoyment of the site but Lessee understands and agrees that the use of the site will sometimes require the cooperation of Lessee and adjustments to Lessee's operations.
- D. Alcohol will not be served on the premises.
- E. The use of tobacco products/smoking is prohibited in the building.
- F. Other terms and conditions as applicable.

ARTICLE II OBLIGATIONS OF LESSOR

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

ARTICLE III OBLIGATIONS OF LESSEE

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

- A. Keep and maintain the Premises and improvements located thereon in a good state of repair at all times; and
- B. Keep and maintain the landscaping for the Premises in a good state of repair at all times; and
- C. Pay any and all taxes assessed against the Premises, improvements located on the Premises, Lessee's interest in the Premises and improvements, and all of Lessee's personal property located on the Premises; and
- D. Pay any and all operational costs including all utilities and trash pickup; and
- E. Pay all casualty, bond, and liability insurance premiums required in accordance with the terms of this Lease.

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

3.03 Annual Inspection. At least once each calendar year during the term of this lease, Lessor shall conduct an inspection of the Premises and improvements in order to insure they are being properly maintained. Upon completion of the inspections, Lessor shall provide written notice of any repairs or maintenance which Lessor in its sole discretion determines must be made to the Premises and improvements. Failure to complete such repairs shall be an event of default

and may result in termination of the Lease and a suit for collection of the sums necessary to make said repairs and court costs and attorney's fees for the collection action.

3.04 Compliance With Laws. Lessee, at Lessee's expense, agrees that it will construct, operate and maintain improvements on the Premises in accordance with the terms, conditions and processes contained herein, and in accordance with all laws, rules, orders, ordinances, directions, regulations and requirements of federal, state, county and municipal authorities, now in force or which may hereafter be in force, including, but not limited to, those which shall impose any duty upon the Lessor or Lessee, with respect to the use, occupation or alteration of the Premises and any improvements thereon.

Lessee, at Lessee's expense, specifically agrees to make or cause to be made all such alterations to the Premises, and any improvements thereon, including, without limiting the generality of the requirements of this sentence, removing such barriers and providing such alternative services, as shall be required by the Americans with Disabilities Act of 1990, as amended, and any other laws, rules, orders, ordinances, directions, regulations and requirements of federal, state, county and municipal authorities, now in force or which may hereafter be in force, which relate to the use or occupation of the Premises and any improvements thereon by disabled persons ("Disabilities Laws").

Lessee shall, at Lessee's expense, comply with all present and hereinafter enacted Environmental Laws, and any amendments thereto, affecting Lessee's use, operation, occupation or alteration of the Premises including any improvements thereon.

A. Definitions.

- (1) "Environmental Laws" means any one or all of the following as the same are amended from time to time: the Comprehensive Environmental Response, Compensation, and Liability Act, 42 Section 9601 et seq.; the Resource Conservation and Recovery Act, 42 U.S.C. Section 6941 et seq.; the Toxic Substances Control Act, 15 U.S.C. Section 2601 et seq.; the Safe Drinking Water Act, 42 U.S.C. Section 300h et seq.; the Clean Water Act, 33 U.S.C. Section 1251 et seq.; the Clean Air Act, 42 Section 7401 et seq.; and the regulations promulgated thereunder and any other laws, regulations and ordinances (whether enacted by the local, state or federal government) now in effect or hereinafter enacted that deal with the regulation or protection of the environment, including the ambient air, ground water, surface water, and land use, including sub-strata land.
- (2) "Hazardous Material" shall mean all substances, materials and wastes that are, or that become, regulated under or classified as hazardous or toxic under any Environmental Law and all petroleum products, such as gasoline, kerosene, and diesel fuel.

- (3) "Release" shall mean any releasing, spilling, leaking, pumping, pouring, emitting, emptying, discharging, injecting, escaping, leaching, disposing, or dumping into the environment.

B. Compliance.

- (1) Lessee shall not cause or permit any Hazardous Material to be used, generated, manufactured, produced, stored, brought upon, or released, on, under or about the Premises, or transported to and from the Premises, by Lessee, its sublessees, agents, employees, contractors, invitees, or a third party in violation of any Environmental Law. Lessee shall indemnify, defend and hold harmless Lessor, its successors and assigns, its employees, agents and attorneys from and against any and all liability, loss, damage, expense, penalties and legal and investigation fees or costs, arising from or related to any claim or action for injury, liability, breach of warranty or representation, or damage to persons or property and any and all claims or actions brought by any person, entity or governmental body, alleging or arising in connection with contamination of, or adverse effects on, the environment or violation of any Environmental Law or other statute, ordinance, rule, regulation, judgment or order of any government or judicial entity which are incurred or assessed as a result (whether in part or in whole) of any activity or operation on or discharge from the Premises or any improvements thereon. This obligation includes, but is not limited to, all costs and expenses related to cleaning up the Premises, improvements, land, soil, underground or surface water as required under environmental law. Lessee's obligations and liabilities under this paragraph shall continue so long as Lessor bears any liability or responsibility under the Environmental Laws for any action that occurred on the Premises or any improvements thereon. This indemnification of Lessor by Lessee includes, without limitation, costs incurred in connection with any investigation of site conditions or any cleanup, remedial, removal or restoration work required by any federal, state or local governmental agency or political subdivision because of Hazardous Material located on the Premises or any improvements thereon, or present in the soil or ground water on, under or about the Premises. The parties agree that Lessor's right to enforce Lessee's promise to indemnify is not an adequate remedy at law for Lessee's violation of any provision of this Section. Lessor shall also have all other rights and remedies provided by law or otherwise provided in this Lease.
- (2) Without limiting the foregoing, if the presence of any Hazardous Material on, under or about the Premises or in any improvements thereon or permitted by Lessee results in any contamination of the Premises or any improvements thereon, Lessee shall promptly take all actions, at its sole cost and expense, as are necessary to return the Premises or any

improvements thereon to the condition existing prior to the introduction of any such Hazardous Material to the Premises or in any improvements thereon; provided that Lessor's approval of such actions shall first be obtained, which approval shall not be unreasonably withheld so long as such actions would not potentially have any material adverse long-term effect on the Premises or on any improvements thereon.

- (3) Lessee shall, at Lessee's own cost and expense, make all submissions to, provide all information to, and comply with all requirements of the appropriate governmental authority (the "Government") under the Environmental Laws. Should the Government determine that site characterization, site assessment and/or a cleanup plan be prepared or that a cleanup should be undertaken on the Premises or in any improvements thereon, then Lessee shall, at Lessee's own cost and expense, prepare and submit the required plans and financial assurances, and carry out the approved plans. At no cost or expense to Lessor, Lessee shall promptly provide all information requested by Lessor to determine the applicability of the Environmental Laws to the Premises or to respond to any governmental investigation or to respond to any claim of liability by third parties which is related to environmental contamination.
- (4) Lessee shall immediately notify Lessor of any of the following: (a) any correspondence or communication from any governmental entity regarding the application of Environmental Laws to the Premises or Lessee's operation on the Premises, and (b) any change in Lessee's operation on the Premises that will change or has the potential to change Lessee's or Lessor's obligations or liabilities under the Environmental Laws.
- (5) Lessee shall insert the provisions of this Section 3.03 in any lease agreement or contract by which it grants a right or privilege to any person, firm or corporation under this Lease.

3.05 Lessor's Approval of Plans. Lessor's approval of any plans, specifications and working drawings for Lessee's construction or alterations of improvements shall create no responsibility or liability on the part of Lessor for their completeness, design sufficiency or compliance with all laws, rules and regulations of federal, state, county and municipal authorities. It is specifically understood that the Engineering and Construction Management Department is only one of numerous departments of the Lessor and that, in addition to obtaining approval of the Engineering and Construction Management Department, Lessee may be required to obtain the approval of other departments as well, such as Director of the Mass Transit Department.

3.06 Landscaping and Maintenance of Improvements. Lessee shall maintain the landscaping on the Premises and keep the improvements on the Premises in a good state of repair

and condition. Lessor agrees that attractive, low water usage landscaping is a desirable goal and agrees to consider and approve appropriate low water usage landscaping plans if improvements are made to the current landscaping.

Lessor shall be the sole judge of the quality of maintenance and, upon written notice by Lessor to Lessee, Lessee shall be required to perform whatever maintenance Lessor deems necessary. If said maintenance is not undertaken by Lessee within ten (10) days after receipt of written notice, Lessor shall have the right to enter on the Premises and perform the necessary maintenance, the cost of which plus ten percent (10%) shall be borne by Lessee.

3.07 Utilities. Lessee shall pay for all costs for utility services during the term hereof.

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

3.09 Permitted Uses. Lessee shall not enter into any activity on the Premises other than those permitted in Paragraph 1.03.

ARTICLE IV TERM OF LEASEHOLD

4.01 Term. This Lease shall be for a term of ten (10) years commencing on the Effective Date of the Lease. This ten (10) year term shall hereinafter be referred to as the "Initial Term".

4.02 Option to Extend. In the event Lessee is not in default of any terms of this Lease, Lessor shall have the option to extend this Lease for one (1) additional five (5) year term. Lessee may exercise the option ("Option Period") by notifying Lessee in writing of Lessor's election at least one hundred and twenty (120) days prior to the expiration of the previous term. In the event the election is so exercised, the Lease shall be extended for one (1) additional five (5) year term on the same terms and conditions.

4.03 Holding Over. It is agreed and understood that any holding over by Lessee of the Premises at the expiration or cancellation of this Lease shall operate and be construed as a tenancy from month to month at a rent payable as defined in Section V, and Lessee shall be liable to Lessor for all loss or damage on account of any holding over against Lessor's will after the expiration or cancellation of this Lease, whether such loss or damage may be contemplated at this time or not. No receipt or acceptance of payment after expiration or cancellation of this

Lease or after the service of any notice, or after the commencement of any suit, or after final judgment for possession of the Premises, shall reinstate, continue or extend the terms of this Lease, or affect any such notice, demand or suit or imply consent for any action for which Lessor's consent is required or operate as a waiver of any right of the Lessor to retake and resume possession of the Premises.

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

ARTICLE V CONSIDERATION

5.01 Rent. As monetary consideration for this Lease, Lessee shall deliver to the City \$.50 cents per square foot per year for approximately 30,000 square feet for the initial ten-year term of this lease and \$.50 per square foot per year for approximately 30,000 square feet for each year of any extension exercised.

5.02 Place of Payment. All rent payments provided herein shall be paid to Lessor at the following address:

City of El Paso

2 Civic Center Plaza, _____ Floor
El Paso, TX 79901.

ARTICLE VI INSURANCE AND INDEMNIFICATION

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

6.02 Liability Insurance. Lessee, at its sole cost and expense shall, throughout the term of this Lease, provide and keep in force for the benefit of Lessee with the Lessor as an additional insured, Comprehensive General Liability Insurance in amounts as reasonably set from time to time by Lessor, but not less than Ten Million Dollars (\$10,000,000.00) for bodily injury to one person for each occurrence, Twenty Million Dollars (\$20,000,000.00) for bodily injuries to more than one person arising out of each occurrence, Ten Million Dollars (\$10,000,000.00) for Property Damage arising out of each occurrence, Commercial Automobile Liability Insurance endorsed for any auto with limits of One Million Dollars (\$1,000,000.00) combined single limit, All Risk Physical Damage Insurance covering loss, damage, or destruction to the facility, including machinery coverage and Builder's Risk Insurance, in an amount equal to the full replacement value of the facility, and Comprehensive Pollution Liability Insurance in amounts as reasonably set from time to time by Lessor, but not less than Three Million Dollars (\$3,000,000).

In addition Lessee, at its sole cost and expense, shall throughout the term of this Lease provide and keep in force Worker's Compensation Insurance and Disability Benefits Liability Insurance as required by Texas State law covering all of the employees of Lessee.

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

Builder's Risk shall apply only during the construction of the proposed facility.

6.03 Performance and Payment Bonds. In the event of any construction on the Premises, Lessee, at its own cost and expense, shall cause to be made, executed, and delivered to Lessor two (2) separate bonds, as follows:

- A. Prior to the date of commencement of any construction, a performance bond in a sum equal to the full amount of the construction contract awarded. Said bond shall guarantee the faithful performance of necessary construction and completion of improvements in accordance with approved final plans and detailed specifications; and shall guarantee Lessor against any losses and liability, damages, expenses, claims and judgments caused by or resulting from any failure of Lessee to perform completely the work described herein.
- B. Prior to the date of commencement of any construction, a payment bond with Lessee's contractor or contractors as principal, in a sum equal to the full amount of the construction contract awarded. Said bond shall guarantee payment of all wages for labor and services engaged and of all bills for materials, supplies, and equipment used in the performance of said construction contract.

In accordance with Article 7.19-1 of the Texas Insurance Code, if a Performance bond is in an amount of excess of ten percent (10%) of the surety's capital and surplus, the Lessor will require, as a condition to accepting the bond(s), a written

certification from the surety that the surety has reinsured the portion of the risk that exceeds ten percent (10%) of the surety's capital and surplus with one or more reinsurers who are duly authorized, accredited or trusted to do business in the State of Texas. If any portion of the surety's obligation is reinsured, the amount reinsured may not exceed ten percent (10%) of the reinsurer's capital and surplus. In lieu of the payment and performance bonds described in Paragraph A and B, above, Lessee may, at Lessee's option, provide Lessor with an irrevocable letter of Credit in an amount equal to the full amount of the construction contract awarded. Such Letter of Credit shall be issued by a national banking association with offices in El Paso, El Paso County, Texas, shall provide for partial draws, and shall have an expiration date of at least ninety (90) days after the completion date provided in the construction contract. Such Letter of Credit shall be payable upon presentment accompanied by an affidavit by an authorized representative of Lessor indicating that the proceeds to be paid will be used by Lessor to either (i) pay sums due and owing pursuant to the construction contract awarded or (ii) complete construction of the improvement contemplated by the construction contract.

6.04 Authorized Insurance Companies. All such policies of insurance shall be written by insurance companies authorized to do business in the State of Texas and shall be written by companies approved by Lessor, such approval not to be unreasonably withheld. Certificates of insurance and/or the applicable endorsements shall be delivered to Lessor at least ten (10) days prior to the Effective Date of this Lease. Each such certificate shall contain:

- A. A statement of the coverage provided by the policy;
- B. A statement certifying the Lessor to be listed as an additional insured in the policy;
- C. A statement of the period during which the policy is in effect;
- D. A statement that the annual premium or the advance deposit premium for such policy has been paid in advance; and
- E. An agreement by the insurance company issuing such policy that the policy shall not be canceled or reduced in any amount for any reason whatsoever without at least thirty (30) days prior written notice to Lessor.

6.05 Indemnification. Lessee agrees to indemnify and hold Lessor harmless against any and all claims, demands, damages, costs, and expenses, including investigation expenses and reasonable attorney's fees for the defense of such claims and demands, arising out of or attributed directly, or indirectly to the operation, conduct or management of Lessee's business on the Premises, its use of the Premises, or from any breach on the part of Lessee of any terms of this Lease, or from any act or negligence of Lessee, its agents, contractors,

employees, subtenants, concessionaires, or licensees in or about the Premises including claims and damages arising in whole, or in part, from the negligence of Lessor. In case of any action or proceeding brought against Lessor by reason of any such claim, Lessee, upon notice from Lessor, agrees to defend the action or proceeding by counsel acceptable to Lessor.

6.06 Waiver of Liability. Lessor shall not be responsible for any damage to any personal property placed on the Premises by Lessee, including but not limited to, office equipment, vehicles, inventory, etc. By signing this Lease Lessor acknowledges that the Lessor, its agents, employees and invitees will be on Premises and agrees to accept whatever risks come from the use of the Premises.

ARTICLE VII

DESTRUCTION OF IMPROVEMENTS BY FIRE OR OTHER CASUALTY

7.01 Obligations of Lessee. During the term hereof, except as provided in Section 7.03 below, should the improvements on the Premises be damaged or destroyed in whole or in part by fire or other casualty, Lessee shall give prompt notice thereof to Lessor, and Lessee, at its own cost and expense, shall promptly repair, replace and rebuild the same, at least to the same extent as the value and as nearly as practical to the character of the buildings and improvements existing immediately prior to such time. Such repairs, replacements or rebuilding shall be made by Lessee as aforesaid and in accordance with the following terms and conditions:

- A. Prior to commencing such work, Lessee shall deliver to Lessor a set of the preliminary construction plans and specifications in accordance with the terms and provisions of the Rules, Regulations and Land Use Requirements then in effect. In the event the preliminary plans and specifications are disapproved, Lessee will be so notified and the notice shall specify in detail the reasons therefor and the requested modifications or alterations thereto.
- B. Upon approval of the preliminary plans and specifications, as herein provided, Lessee shall prepare or cause to be prepared final working plans and specifications in substantial conformity to the preliminary plans and specifications. Upon completion of the final working plans and specifications, Lessee shall submit the same to appropriate governmental agencies including but not limited to other City departments for approval. Upon approval by such agencies and the issuance of permits for the commencement of construction, Lessee shall deliver to Lessor one complete set of the final working plans and specifications as approved by the governmental agencies exercising jurisdiction thereover. Changes from the preliminary plans and specifications shall be considered to be within the scope of the preliminary plans and specifications if such changes are reasonably inferable therefrom or if they are made to comply

with suggestions, requests or requirements of the governmental agencies exercising jurisdiction.

- C. Prior to commencing construction, Lessor may require Lessee to cause to be made, executed, and delivered to Lessor a payment bond and performance bond to insure the proper completion and payments required of any construction per this Article.
- D. Upon compliance with the foregoing, and after settlement shall have been made with the insurance company or companies and said proceeds of such insurance policy or policies shall have been paid to Lessee, Lessee shall commence such repair, replacements or rebuilding within a reasonable time and shall continue such work with reasonable diligence until completion.

7.02 Insurance Proceeds. Upon receipt by Lessee of the proceeds of the insurance policy or policies, Lessee shall deposit same in an escrow account to pay for the cost of such repair, replacement or rebuilding. Such proceeds shall be disbursed by Lessee during construction to pay the cost of such work. If the amount of such insurance proceeds is insufficient to pay the costs of the necessary repair, replacement or rebuilding of such damaged improvements, Lessee shall pay any additional sums required, and if the amount of such insurance proceeds is in excess of the costs thereof, the amount of such excess shall be retained by Lessee.

7.03 Cancellation of Lease. Should the improvements on the Premises be damaged or destroyed in whole or in part by fire or other casualty during the last year of the initial term or last year of any renewal term of this Lease, Lessee shall be relieved of the obligation to repair, replace and rebuild the same and shall have the right to cancel this Lease by giving Lessor written notice of such election within thirty (30) days after the date of any such damage or destruction. In such event, this Lease shall terminate as of the date of such destruction and the insurance proceeds received or receivable under any policy of insurance shall be paid to and retained by Lessor, unless Lessor has elected to have the Premises returned to it clear of all improvements in accordance with Section 10.07 herein below, in which case Lessee shall be entitled to such insurance proceeds. All rents payable under this Lease shall be prorated and paid to the date of such cancellation. The receipt of insurance proceeds by Lessor will relieve Lessee from any responsibility to restore the Premises to their former condition.

ARTICLE VIII CONDEMNATION

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

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

- H. "Date of Taking" means the date that Lessee is required to vacate the Premises pursuant to a final order of condemnation or agreement between the parties hereto.

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

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

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

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

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

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

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

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

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

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

If any such Taking is for a period extending beyond the expiration date of the term, the Taking shall be treated under the foregoing provisions for total, substantial and Partial Takings.

ARTICLE IX ENCUMBRANCES

9.01 Encumbrance. As used herein the term "Mortgage" includes a deed of trust and the term "Mortgagee" includes the beneficiary under a deed of trust. Lessee may encumber its leasehold estate and its interest in the improvements constructed and to be constructed on the Premises by the execution and delivery of a Mortgage. The Mortgagee of any such Mortgage may deliver to Lessor a written notice specifying:

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

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

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

- A. To cure the default if it can be cured by the payment or expenditure of money;
- B. To perform such other action as may be necessary to cure the default;
- C. If the default cannot be cured within one hundred twenty (120) days, to commence performance within such one –hundred twenty (120) day period and thereafter diligently prosecute same to completion, in which event, the default will have been deemed to have been cured; or
- D. To institute foreclosure proceedings and prosecute same diligently to conclusion.

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

ARTICLE X

EXPIRATION, CANCELLATION, ASSIGNMENT AND TRANSFER

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

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

- A. Fail to maintain the Premises and the improvements for a period of thirty (30) days after Lessor has notified Lessee that repairs are needed;
- B. Fail to maintain insurance and provide proof of said insurance;
- C. Fail to use the Premises for the purpose identified in paragraph 1.03;

- D. Be in arrears in the payment of the whole or any part of the amounts agreed upon hereunder for a period of ten (10) days after Lessor has notified Lessee in writing that payment was not received when due.
- E. File in any court a petition in bankruptcy or insolvency or for the appointment of a receiver or trustee of all or a portion of Lessee's property;
- F. Make any general assignment for the benefit of creditors;
- G. Abandon the Premises;
- H. Be in violation of any local, state, or federal rules and/or regulations or in default in the performance of any of the covenants and conditions required herein (except payments) to be kept and performed by Lessee, and such violation or default continues for a period of thirty (30) days after receipt of written notice from Lessor to cure such default, unless during such thirty-day period, Lessee shall commence and thereafter diligently perform such action as may be reasonably necessary to cure such default;
- I. Be adjudged bankrupt in involuntary bankruptcy proceedings; or
- J. Be made a party to any receivership proceeding in which a receiver is appointed for the property or affairs of Lessee where such receivership is not vacated within sixty (60) days after the appointment of such receiver.

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

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

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

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

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

10.04 Assignment and Transfer. Lessee may assign or transfer this Lease subject to the provisions of Section 1.04 and subject to the prior written approval of Lessor; provided, however, that Lessor's approval shall not be required in the event of an assignment of this Lease by Lessee to the first leasehold Mortgagee.

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

10.05 Subleasing. No Subleasing of the Premises is permitted.

10.06 Termination for Convenience. If Lessor determines in its sole discretion that it is necessary or desirable that the Lease be terminated without regard to default by Lessee ("Termination for Convenience"), and that Lessee, its subtenant(s), successor(s) or assign(s) vacate the Premises, then Lessor may so terminate this Lease for convenience and compel Lessee to vacate part or all of the Premises. If Lessor terminates for convenience the Fuel Processing Provider--(Compressed Natural Gas) and CNG Fuel for City Vehicles Contract, it shall automatically, and without further notice, construe termination for convenience of this Lease. If any such termination for convenience, Lessor shall compensate Lessee for its reasonable damages arising from said termination. For purposes of this provision, such reasonable damages shall be exclusively defined as Lessee's _____() year straight-line unamortized cost of Lessee Infrastructure Improvements and Leasehold Improvements incurred after the Effective Date of this lease. Lessor shall have no obligation or liability to pay any claim or demand for lost revenues or profits associated with termination of this Lease. Reimbursement due Lessee, will be paid with _____() days after Lessee vacates the Premises. Lessee shall not have the right to terminate this Lease for convenience. This Section 10.06 shall survive termination of this Agreement.

10.07 Rights Upon Expiration. Upon the expiration, termination or cessation of this Lease for any reason ("expiration"), Lessee, at its own cost and expense, shall be responsible for the removal of all improvements from the Premises unless otherwise agreed upon. In furtherance of the same, and within six (6) months prior to the expiration of this Lease, Lessee shall cause to be made, executed, and delivered to Lessor an instrument to guarantee the removal of all improvements from the Premises. Such instrument may be in the form of a performance bond, letter of credit or such other instrument that is mutually acceptable to Lessee and Lessor and shall be in place until removal of all improvements.

The removal of all improvements, including the submittal of an environmental assessment and any required remediation of the Premises, as described below, shall be completed within one hundred eighty (180) days from the expiration of this Lease.

No later than thirty (30) days after the complete removal of improvements, Lessee, at its own cost and expense, shall submit to the Lessor a written copy of a current environmental site assessment of the Premises. The environmental assessment must be acceptable to Lessor; and if, in the sole opinion of Lessor, the Premises shall require environmental remediation, Lessee shall perform any work as is necessary to cause the Premises to be in compliance with applicable Environmental Laws or to return the Premises into a (like new) condition equal or better to that as of the Effective Date of the Lease.

Any occupancy by Lessee for the purposes of removing the improvements, completing the environmental assessment and any required remediation of the Premises shall be subject to the rental due hereunder and provided further that Lessee shall continue to be bound by the terms and conditions of this Lease. Lessee and Lessor agree that this continued tenancy will not be continued as an extension or renewal of the lease term for other than the aforementioned one hundred eighty (180) days.

If Lessee fails to provide the environmental assessment and any required remediation of the Premises, Lessor may provide at Lessee's expense.

10.08 Landlord's Lien. It is expressly agreed that in the event of default in the payment of rent or any other sum due from Lessee to Lessor under the terms of this Lease, Lessor shall have a lien upon all goods, chattels, personal property or equipment, save and except delivery vehicles or rolling stock belonging to Lessee which are placed in, or become a part of, the Premises, as security for rent due and to become due for the remainder of the Lease term, which lien shall not be in lieu of or in any way affect the statutory landlord's lien given by law, but shall be in addition to that lien, and Lessee grants to Lessor a security interest in all of Lessee's personal property placed in or on the Premises for purposes of this contractual lien. Provided, however, that the terms of this provision shall have effect only to the extent they are not inconsistent with the rules and regulations of the Interstate Commerce Commission and any other laws pertaining thereto and the Railroad Commission of the State of Texas. Lessor agrees that Lessor will not levy a landlord's lien against any delivery vehicle or rolling stock or any of the goods or personal property of third parties in the possession of Lessee, any sublessee or any assignee of the Lessee. In the event Lessor exercises the option to terminate the leasehold as provided herein, the Lessor,

after providing reasonable notice to Lessee of its intent to take possession and giving an opportunity to cure the default, may take possession of all of Lessee's property on the Premises and sell it at public or private sale after giving Lessee reasonable notice of time and place of any public sale or of the time after that any private sale is to be made, for cash or credit, for such prices and terms as Lessor deems best. The proceeds of the sale shall be applied first the necessary proper expense of removing, storing and selling such property, then to the payment of any rent due or to become due under this Lease, with the balance, if any, to be paid to Lessee.

ARTICLE XI GENERAL PROVISIONS

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

11.02 Notices. All notices provided to be given under this Lease shall be given by certified or registered mail, return receipt requested, postage fully prepaid, addressed to the proper party at the following addresses:

LESSOR: City of El Paso
 Capital Assets Manager
 2 Civic Center Plaza
 El Paso, Texas 79901

Copy to: City of El Paso
 City Engineer
 2 Civic Center Plaza, 4th Floor
 El Paso, Texas 79901

LESSEE: _____

Any notice so given shall be deemed properly delivered, given, served, or received on the date shown for delivery or rejection on the return receipt. Any party may change the address to which notices shall thereafter be given upon five (5) days prior written notice to all other parties in the manner set forth in this Section.

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

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

11.05 Nondiscrimination Covenant. Lessee, for himself, his heirs, personal representatives, successors in interest and assigns, as part of the consideration hereof, does hereby covenant and agree as follows:

- A. That no person on the grounds of race, creed, color, sex, age, disability or national origin shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of the Premises.
- B. That in the construction of any improvements on, over, or under the Premises and the furnishing of services thereon, no person on the grounds of race, creed, color, sex, age, disability or national origin shall be excluded from participation in, denied the benefits of, or otherwise subjected to discrimination.
- C. That Lessee shall use the Premises in compliance with all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A. Part 21, Nondiscrimination in federally-assisted programs of the Department of Transportation-Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulation may be amended. Lessee shall also comply with the applicable provisions of Section 504 of the Rehabilitation Act of 1973 (P.L. 93-112) and 49 CFR Part 27. D. That, in the event of breach of any of the above nondiscrimination covenants, Lessor shall have the right to terminate this Lease and re-enter and repossess the Premises and the improvements thereon, and hold the same as if said Lease had never been made or issued.

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

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

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

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

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

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

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

11.12 Taxes and Other Charges. The Lessee shall pay any and all taxes and governmental charges of any kind whatsoever that may be lawfully assessed against the Lessee or the Lessor, with respect to the Premises, any improvements, equipment, personal property, inventory thereon or Lessee's use and/or occupancy of the Premises during the term of this Lease including any extensions or option periods granted thereto.

The Lessee in good faith may contest any tax or governmental charge; provided that the Lessee may not permit such tax or governmental charge to remain unpaid during the period of such contest and any appeal therefrom.

11.13 Waiver of Warranty of Suitability. Lessor disclaims any warranty of suitability that may arise by operation of law. Lessee leases the Premises as is and Lessor does not warrant that there are no latent defects that are vital to Lessee's use of the Premises for their intended commercial purpose nor that these essential facilities will remain in a suitable condition. Lessee leases the premises "as is", whether suitable or not, and waives the implied warranty of suitability.

11.14 Survival of Certain Provisions. All provisions of this Lease which expressly or impliedly contemplate or require performance after the cessation, expiration, cancellation, or termination of this Lease hereunder shall survive such cessation, expiration or termination of this Lease, including without limitation, Paragraphs 3.04 and 6.05.

11.15 Restrictions and Reservations. This Lease is subject to all rights-of-way, easements, dedications, restrictions, reservations and other encumbrances of record and running with the land. Lessor reserves the right to grant any future rights-of-way, easements, dedications, restrictions, reservations, or encumbrances and Lessee consents to and will diligently execute all

documentation necessary to complete any future rights-of-way, easements, dedications, restrictions, reservations, or encumbrances, so long as such grants do not adversely affect Lessee's use of the Premises.

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

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

11.17 Independence of Lease. It is understood and agreed that nothing herein contained is intended or should be construed as in any way creating or establishing a partnership relationship between the parties hereto, or as constituting Lessee as the agent, representative or employee of Lessor for any purpose or in any manner whatsoever. Lessee is to be, and shall remain, an independent contractor with respect to all services performed hereunder.

11.18 Effective Date. Regardless of the date signed, this Lease shall be effective as of the date first noted on the Title Page.

(Signatures begin on following page)

IN WITNESS WHEREOF, the parties have hereunto set their hands as of this ____ day
of _____, 2012.

LESSOR:
CITY OF EL PASO

Joyce A. Wilson
City Manager

LESSEE:

By: _____
Printed Name _____
Title _____

APPROVED AS TO FORM:

Cynthia Osborn
Assistant City Attorney

APPROVED AS TO CONTENT:

(Acknowledgments begin on following page)

ACKNOWLEDGMENT

THE STATE OF TEXAS)
)
COUNTY OF EL PASO)

This instrument was acknowledged before me on this ____ day of _____, 2012,
by **Joyce A. Wilson** as **City Manager** of the **City of El Paso**, Texas.

Notary Public, State of Texas

Printed Name: _____

My Commission Expires:

ACKNOWLEDGMENT

THE STATE OF TEXAS)
)
COUNTY OF EL PASO)

This instrument was acknowledged before me on this day ____ of _____, 2012,
by _____, _____, of _____.

Notary Public, State of Texas

Printed Name: _____

My Commission Expires:

LEASE

CITY OF EL PASO
EL PASO, TEXAS

Lessor

Lessee

Effective Date

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ATTACHMENTS

EXHIBIT "A" - Property Description & Metes and Bounds of Premises

EXHIBIT "B" – Federal Transit Administration Federal Causes Federal Funding Requirements

LEASE

THIS LEASE AGREEMENT is entered into this ____ day of _____, 2012 by and between the City of El Paso, a home rule municipal corporation ("Lessor") and ("Lessee").

WHEREAS, Lessor owns the property located at 5081 Fred Wilson Avenue, El Paso, Texas 79906, which houses the Living Independently Facilitated by Transportation offices, commonly known as the LIFT facility; and

WHEREAS, Lessee proposes to lease from Lessor a portion of the property to avail itself of certain privileges, rights and uses pertaining thereto; and

WHEREAS, Lessee desires to construct certain facilities on the property for the conduct of permitted uses thereon; and

WHEREAS, Lessor has determined that a public purpose will be served by leasing the property to Lessee in accordance with the terms specified herein, together with certain privileges, rights, uses and interests therein, as hereinafter set out; and

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

NOW THEREFORE, in consideration of the mutual covenants and agreements herein set forth, Lessor and Lessee agree and covenant as follows:

ARTICLE I

PREMISES AND PRIVILEGES

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

El Paso, El Paso
County, Texas consisting of 30,000 square feet, more or less, as more fully
described in **Exhibit "A"** attached hereto and incorporated herein by
reference, municipally numbered and known as 5081 Fred Wilson Avenue
(the "Premises").

1.02 Right to Construct. Lessee shall have the right and privilege to construct, maintain, and remove improvements upon the Premises subject to the terms, covenants, and conditions contained herein. Prior to the construction or any modifications to the Premises, the plans and specifications for any improvements, additions, alterations or changes shall be submitted to the City Engineer or designee, with a copy to the Director of the Mass Transit Department, for review and approval. No work shall commence until the City Engineer has given written approval.

1.03 Restriction of Privileges, Uses and Rights. The rights and privileges granted Lessee hereunder are subject and expressly limited to the design, development, construction, operation and maintenance of a natural gas fuel compressing station for the fueling of City owned vehicles. Any change of use will require the prior written approval of the City Council. Failure to obtain the prior written approval of the City Council prior to using the Premises for anything other than a natural gas fuel compressing station shall constitute an event of default and may result in termination of the Lease.

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

- A. That no functional alteration of the Premises or improvements located thereon or functional change in the uses of such Premises shall be made without the prior written consent of Lessor.
- B. That the right to use the Premises shall be exercised only subject to and in accordance with the laws of the United States of America and the State of Texas; the rules and regulations promulgated by their authority and all reasonable and applicable rules, regulations and ordinances of Lessor now in force or hereafter prescribed or promulgated by charter authority or by law.
- C. From time to time during the lease term, Lessor may find it necessary to make repairs to the improvements located on the site owned by Lessor. Every effort will be made to not interfere with Lessee's use and enjoyment of the site but Lessee understands and agrees that the use of the site will sometimes require the cooperation of Lessee and adjustments to Lessee's operations.
- D. Alcohol will not be served on the premises.
- E. The use of tobacco products/smoking is prohibited in the building.
- F. Other terms and conditions as applicable.

ARTICLE II OBLIGATIONS OF LESSOR

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

ARTICLE III OBLIGATIONS OF LESSEE

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

- A. Keep and maintain the Premises and improvements located thereon in a good state of repair at all times; and
- B. Keep and maintain the landscaping for the Premises in a good state of repair at all times; and
- C. Pay any and all taxes assessed against the Premises, improvements located on the Premises, Lessee's interest in the Premises and improvements, and all of Lessee's personal property located on the Premises; and
- D. Pay any and all operational costs including all utilities and trash pickup; and
- E. Pay all casualty, bond, and liability insurance premiums required in accordance with the terms of this Lease.

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

3.03 Annual Inspection. At least once each calendar year during the term of this lease, Lessor shall conduct an inspection of the Premises and improvements in order to insure they are being properly maintained. Upon completion of the inspections, Lessor shall provide written notice of any repairs or maintenance which Lessor in its sole discretion determines must be made to the Premises and improvements. Failure to complete such repairs shall be an event of default

and may result in termination of the Lease and a suit for collection of the sums necessary to make said repairs and court costs and attorney's fees for the collection action.

3.04 Compliance With Laws. Lessee, at Lessee's expense, agrees that it will construct, operate and maintain improvements on the Premises in accordance with the terms, conditions and processes contained herein, and in accordance with all laws, rules, orders, ordinances, directions, regulations and requirements of federal, state, county and municipal authorities, now in force or which may hereafter be in force, including, but not limited to, those which shall impose any duty upon the Lessor or Lessee, with respect to the use, occupation or alteration of the Premises and any improvements thereon.

Lessee, at Lessee's expense, specifically agrees to make or cause to be made all such alterations to the Premises, and any improvements thereon, including, without limiting the generality of the requirements of this sentence, removing such barriers and providing such alternative services, as shall be required by the Americans with Disabilities Act of 1990, as amended, and any other laws, rules, orders, ordinances, directions, regulations and requirements of federal, state, county and municipal authorities, now in force or which may hereafter be in force, which relate to the use or occupation of the Premises and any improvements thereon by disabled persons ("Disabilities Laws").

Lessee shall, at Lessee's expense, comply with all present and hereinafter enacted Environmental Laws, and any amendments thereto, affecting Lessee's use, operation, occupation or alteration of the Premises including any improvements thereon.

A. Definitions.

- (1) "Environmental Laws" means any one or all of the following as the same are amended from time to time: the Comprehensive Environmental Response, Compensation, and Liability Act, 42 Section 9601 et seq.; the Resource Conservation and Recovery Act, 42 U.S.C. Section 6941 et seq.; the Toxic Substances Control Act, 15 U.S.C. Section 2601 et seq.; the Safe Drinking Water Act, 42 U.S.C. Section 300h et seq.; the Clean Water Act, 33 U.S.C. Section 1251 et seq.; the Clean Air Act, 42 Section 7401 et seq.; and the regulations promulgated thereunder and any other laws, regulations and ordinances (whether enacted by the local, state or federal government) now in effect or hereinafter enacted that deal with the regulation or protection of the environment, including the ambient air, ground water, surface water, and land use, including sub-strata land.
- (2) "Hazardous Material" shall mean all substances, materials and wastes that are, or that become, regulated under or classified as hazardous or toxic under any Environmental Law and all petroleum products, such as gasoline, kerosene, and diesel fuel.

- (3) "Release" shall mean any releasing, spilling, leaking, pumping, pouring, emitting, emptying, discharging, injecting, escaping, leaching, disposing, or dumping into the environment.

B. Compliance.

- (1) Lessee shall not cause or permit any Hazardous Material to be used, generated, manufactured, produced, stored, brought upon, or released, on, under or about the Premises, or transported to and from the Premises, by Lessee, its sublessees, agents, employees, contractors, invitees, or a third party in violation of any Environmental Law. Lessee shall indemnify, defend and hold harmless Lessor, its successors and assigns, its employees, agents and attorneys from and against any and all liability, loss, damage, expense, penalties and legal and investigation fees or costs, arising from or related to any claim or action for injury, liability, breach of warranty or representation, or damage to persons or property and any and all claims or actions brought by any person, entity or governmental body, alleging or arising in connection with contamination of, or adverse effects on, the environment or violation of any Environmental Law or other statute, ordinance, rule, regulation, judgment or order of any government or judicial entity which are incurred or assessed as a result (whether in part or in whole) of any activity or operation on or discharge from the Premises or any improvements thereon. This obligation includes, but is not limited to, all costs and expenses related to cleaning up the Premises, improvements, land, soil, underground or surface water as required under environmental law. Lessee's obligations and liabilities under this paragraph shall continue so long as Lessor bears any liability or responsibility under the Environmental Laws for any action that occurred on the Premises or any improvements thereon. This indemnification of Lessor by Lessee includes, without limitation, costs incurred in connection with any investigation of site conditions or any cleanup, remedial, removal or restoration work required by any federal, state or local governmental agency or political subdivision because of Hazardous Material located on the Premises or any improvements thereon, or present in the soil or ground water on, under or about the Premises. The parties agree that Lessor's right to enforce Lessee's promise to indemnify is not an adequate remedy at law for Lessee's violation of any provision of this Section. Lessor shall also have all other rights and remedies provided by law or otherwise provided in this Lease.
- (2) Without limiting the foregoing, if the presence of any Hazardous Material on, under or about the Premises or in any improvements thereon or permitted by Lessee results in any contamination of the Premises or any improvements thereon, Lessee shall promptly take all actions, at its sole cost and expense, as are necessary to return the Premises or any

improvements thereon to the condition existing prior to the introduction of any such Hazardous Material to the Premises or in any improvements thereon; provided that Lessor's approval of such actions shall first be obtained, which approval shall not be unreasonably withheld so long as such actions would not potentially have any material adverse long-term effect on the Premises or on any improvements thereon.

- (3) Lessee shall, at Lessee's own cost and expense, make all submissions to, provide all information to, and comply with all requirements of the appropriate governmental authority (the "Government") under the Environmental Laws. Should the Government determine that site characterization, site assessment and/or a cleanup plan be prepared or that a cleanup should be undertaken on the Premises or in any improvements thereon, then Lessee shall, at Lessee's own cost and expense, prepare and submit the required plans and financial assurances, and carry out the approved plans. At no cost or expense to Lessor, Lessee shall promptly provide all information requested by Lessor to determine the applicability of the Environmental Laws to the Premises or to respond to any governmental investigation or to respond to any claim of liability by third parties which is related to environmental contamination.
- (4) Lessee shall immediately notify Lessor of any of the following: (a) any correspondence or communication from any governmental entity regarding the application of Environmental Laws to the Premises or Lessee's operation on the Premises, and (b) any change in Lessee's operation on the Premises that will change or has the potential to change Lessee's or Lessor's obligations or liabilities under the Environmental Laws.
- (5) Lessee shall insert the provisions of this Section 3.03 in any lease agreement or contract by which it grants a right or privilege to any person, firm or corporation under this Lease.

3.05 Lessor's Approval of Plans. Lessor's approval of any plans, specifications and working drawings for Lessee's construction or alterations of improvements shall create no responsibility or liability on the part of Lessor for their completeness, design sufficiency or compliance with all laws, rules and regulations of federal, state, county and municipal authorities. It is specifically understood that the Engineering and Construction Management Department is only one of numerous departments of the Lessor and that, in addition to obtaining approval of the Engineering and Construction Management Department, Lessee may be required to obtain the approval of other departments as well, such as the Director of the Mass Transit Department.

3.06 Landscaping and Maintenance of Improvements. Lessee shall maintain the landscaping on the Premises and keep the improvements on the Premises in a good state of repair

and condition. Lessor agrees that attractive, low water usage landscaping is a desirable goal and agrees to consider and approve appropriate low water usage landscaping plans if improvements are made to the current landscaping.

Lessor shall be the sole judge of the quality of maintenance and, upon written notice by Lessor to Lessee, Lessee shall be required to perform whatever maintenance Lessor deems necessary. If said maintenance is not undertaken by Lessee within ten (10) days after receipt of written notice, Lessor shall have the right to enter on the Premises and perform the necessary maintenance, the cost of which plus ten percent (10%) shall be borne by Lessee.

3.07 Utilities. Lessee shall pay for all costs for utility services during the term hereof.

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

3.09 Permitted Uses. Lessee shall not enter into any activity on the Premises other than those permitted in Paragraph 1.03.

ARTICLE IV TERM OF LEASEHOLD

4.01 Term. This Lease shall be for a term of ten (10) years commencing on the Effective Date of the Lease. This ten (10) year term shall hereinafter be referred to as the "Initial Term".

4.02 Option to Extend. In the event Lessee is not in default of any terms of this Lease, Lessor shall have the option to extend this Lease for one (1) additional five (5) year term. Lessee may exercise the option ("Option Period") by notifying Lessee in writing of Lessor's election at least one hundred and twenty (120) days prior to the expiration of the previous term. In the event the election is so exercised, the Lease shall be extended for one (1) additional five (5) year term on the same terms and conditions.

4.03 Holding Over. It is agreed and understood that any holding over by Lessee of the Premises at the expiration or cancellation of this Lease shall operate and be construed as a tenancy from month to month at a rent payable as defined in Section V, and Lessee shall be liable to Lessor for all loss or damage on account of any holding over against Lessor's will after the expiration or cancellation of this Lease, whether such loss or damage may be contemplated at this time or not. No receipt or acceptance of payment after expiration or cancellation of this

Lease or after the service of any notice, or after the commencement of any suit, or after final judgment for possession of the Premises, shall reinstate, continue or extend the terms of this Lease, or affect any such notice, demand or suit or imply consent for any action for which Lessor's consent is required or operate as a waiver of any right of the Lessor to retake and resume possession of the Premises.

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

ARTICLE V CONSIDERATION

5.01 Rent. As monetary consideration for this Lease, Lessee shall deliver to the City \$.50 cents per square foot per year for approximately 30,000 square feet for the initial ten-year term of this lease and \$.50 per square foot per year for approximately 30,000 square feet for each year of any extension exercised.

5.02 Place of Payment. All rent payments provided herein shall be paid to Lessor at the following address:

City of El Paso
Mass Transit Department
700-A San Francisco St.
El Paso, TX 79901.

ARTICLE VI INSURANCE AND INDEMNIFICATION

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

6.02 Liability Insurance. Lessee, at its sole cost and expense shall, throughout the term of this Lease, provide and keep in force for the benefit of Lessee with the Lessor as an additional insured, Comprehensive General Liability Insurance in amounts as reasonably set from time to time by Lessor, but not less than Ten Million Dollars (\$10,000,000.00) for bodily injury to one person for each occurrence, Twenty Million Dollars (\$20,000,000.00) for bodily injuries to more than one person arising out of each occurrence, Ten Million Dollars (\$10,000,000.00) for Property Damage arising out of each occurrence, Commercial Automobile Liability Insurance endorsed for any auto with limits of One Million Dollars (\$1,000,000.00) combined single limit, All Risk Physical Damage Insurance covering loss, damage, or destruction to the facility, including machinery coverage and Builder's Risk Insurance, in an amount equal to the full replacement value of the facility, and Comprehensive Pollution Liability Insurance in amounts as reasonably set from time to time by Lessor, but not less than Three Million Dollars (\$3,000,000).

In addition Lessee, at its sole cost and expense, shall throughout the term of this Lease provide and keep in force Worker's Compensation Insurance and Disability Benefits Liability Insurance as required by Texas State law covering all of the employees of Lessee.

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

Builder's Risk shall apply only during the construction of the proposed facility.

6.03 Performance and Payment Bonds. In the event of any construction on the Premises, Lessee, at its own cost and expense, shall cause to be made, executed, and delivered to Lessor two (2) separate bonds, as follows:

- A. Prior to the date of commencement of any construction, a performance bond in a sum equal to the full amount of the construction contract awarded. Said bond shall guarantee the faithful performance of necessary construction and completion of improvements in accordance with approved final plans and detailed specifications; and shall guarantee Lessor against any losses and liability, damages, expenses, claims and judgments caused by or resulting from any failure of Lessee to perform completely the work described herein.
- B. Prior to the date of commencement of any construction, a payment bond with Lessee's contractor or contractors as principal, in a sum equal to the full amount of the construction contract awarded. Said bond shall guarantee payment of all wages for labor and services engaged and of all bills for materials, supplies, and equipment used in the performance of said construction contract.

In accordance with Article 7.19-1 of the Texas Insurance Code, if a Performance bond is in an amount of excess of ten percent (10%) of the surety's capital and

surplus, the Lessor will require, as a condition to accepting the bond(s), a written certification from the surety that the surety has reinsured the portion of the risk that exceeds ten percent (10%) of the surety's capital and surplus with one or more reinsurers who are duly authorized, accredited or trusted to do business in the State of Texas. If any portion of the surety's obligation is reinsured, the amount reinsured may not exceed ten percent (10%) of the reinsurer's capital and surplus. In lieu of the payment and performance bonds described in Paragraph A and B, above, Lessee may, at Lessee's option, provide Lessor with an irrevocable letter of Credit in an amount equal to the full amount of the construction contract awarded. Such Letter of Credit shall be issued by a national banking association with offices in El Paso, El Paso County, Texas, shall provide for partial draws, and shall have an expiration date of at least ninety (90) days after the completion date provided in the construction contract. Such Letter of Credit shall be payable upon presentment accompanied by an affidavit by an authorized representative of Lessor indicating that the proceeds to be paid will be used by Lessor to either (i) pay sums due and owing pursuant to the construction contract awarded or (ii) complete construction of the improvement contemplated by the construction contract.

6.04 Authorized Insurance Companies. All such policies of insurance shall be written by insurance companies authorized to do business in the State of Texas and shall be written by companies approved by Lessor, such approval not to be unreasonably withheld. Certificates of insurance and/or the applicable endorsements shall be delivered to Lessor at least ten (10) days prior to the Effective Date of this Lease. Each such certificate shall contain:

- A. A statement of the coverage provided by the policy;
- B. A statement certifying the Lessor to be listed as an additional insured in the policy;
- C. A statement of the period during which the policy is in effect;
- D. A statement that the annual premium or the advance deposit premium for such policy has been paid in advance; and
- E. An agreement by the insurance company issuing such policy that the policy shall not be canceled or reduced in any amount for any reason whatsoever without at least thirty (30) days prior written notice to Lessor.

6.05 Indemnification. Lessee agrees to indemnify and hold Lessor harmless against any and all claims, demands, damages, costs, and expenses, including investigation expenses and reasonable attorney's fees for the defense of such claims and demands, arising out of or attributed directly, or indirectly to the operation, conduct or management of Lessee's business on the Premises, its use of the Premises, or from any breach on the part of Lessee

of any terms of this Lease, or from any act or negligence of Lessee, its agents, contractors, employees, subtenants, concessionaires, or licensees in or about the Premises including claims and damages arising in whole, or in part, from the negligence of Lessor. In case of any action or proceeding brought against Lessor by reason of any such claim, Lessee, upon notice from Lessor, agrees to defend the action or proceeding by counsel acceptable to Lessor.

6.06 Waiver of Liability. Lessor shall not be responsible for any damage to any personal property placed on the Premises by Lessee, including but not limited to, office equipment, vehicles, inventory, etc. By signing this Lease Lessor acknowledges that the Lessor, its agents, employees and invitees will be on Premises and agrees to accept whatever risks come from the use of the Premises.

ARTICLE VII

DESTRUCTION OF IMPROVEMENTS BY FIRE OR OTHER CASUALTY

7.01 Obligations of Lessee. During the term hereof, except as provided in Section 7.03 below, should the improvements on the Premises be damaged or destroyed in whole or in part by fire or other casualty, Lessee shall give prompt notice thereof to Lessor, and Lessee, at its own cost and expense, shall promptly repair, replace and rebuild the same, at least to the same extent as the value and as nearly as practical to the character of the buildings and improvements existing immediately prior to such time. Such repairs, replacements or rebuilding shall be made by Lessee as aforesaid and in accordance with the following terms and conditions:

- A. Prior to commencing such work, Lessee shall deliver to Lessor a set of the preliminary construction plans and specifications in accordance with the terms and provisions of the Rules, Regulations and Land Use Requirements then in effect. In the event the preliminary plans and specifications are disapproved, Lessee will be so notified and the notice shall specify in detail the reasons therefor and the requested modifications or alterations thereto.
- B. Upon approval of the preliminary plans and specifications, as herein provided, Lessee shall prepare or cause to be prepared final working plans and specifications in substantial conformity to the preliminary plans and specifications. Upon completion of the final working plans and specifications, Lessee shall submit the same to appropriate governmental agencies including but not limited to other City departments for approval. Upon approval by such agencies and the issuance of permits for the commencement of construction, Lessee shall deliver to Lessor one complete set of the final working plans and specifications as approved by the governmental agencies exercising jurisdiction thereover. Changes from the preliminary plans and specifications shall be considered to be within the scope of the preliminary plans and specifications if such changes are reasonably inferable therefrom or if they are made to comply

with suggestions, requests or requirements of the governmental agencies exercising jurisdiction.

- C. Prior to commencing construction, Lessor may require Lessee to cause to be made, executed, and delivered to Lessor a payment bond and performance bond to insure the proper completion and payments required of any construction per this Article.
- D. Upon compliance with the foregoing, and after settlement shall have been made with the insurance company or companies and said proceeds of such insurance policy or policies shall have been paid to Lessee, Lessee shall commence such repair, replacements or rebuilding within a reasonable time and shall continue such work with reasonable diligence until completion.

7.02 Insurance Proceeds. Upon receipt by Lessee of the proceeds of the insurance policy or policies, Lessee shall deposit same in an escrow account to pay for the cost of such repair, replacement or rebuilding. Such proceeds shall be disbursed by Lessee during construction to pay the cost of such work. If the amount of such insurance proceeds is insufficient to pay the costs of the necessary repair, replacement or rebuilding of such damaged improvements, Lessee shall pay any additional sums required, and if the amount of such insurance proceeds is in excess of the costs thereof, the amount of such excess shall be retained by Lessee.

7.03 Cancellation of Lease. Should the improvements on the Premises be damaged or destroyed in whole or in part by fire or other casualty during the last year of the initial term or last year of any renewal term of this Lease, Lessee shall be relieved of the obligation to repair, replace and rebuild the same and shall have the right to cancel this Lease by giving Lessor written notice of such election within thirty (30) days after the date of any such damage or destruction. In such event, this Lease shall terminate as of the date of such destruction and the insurance proceeds received or receivable under any policy of insurance shall be paid to and retained by Lessor, unless Lessor has elected to have the Premises returned to it clear of all improvements in accordance with Section 10.07 herein below, in which case Lessee shall be entitled to such insurance proceeds. All rents payable under this Lease shall be prorated and paid to the date of such cancellation. The receipt of insurance proceeds by Lessor will relieve Lessee from any responsibility to restore the Premises to their former condition.

ARTICLE VIII CONDEMNATION

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

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

- H. "Date of Taking" means the date that Lessee is required to vacate the Premises pursuant to a final order of condemnation or agreement between the parties hereto.

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

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

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

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

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

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

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

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

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

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

If any such Taking is for a period extending beyond the expiration date of the term, the Taking shall be treated under the foregoing provisions for total, substantial and Partial Takings.

ARTICLE IX ENCUMBRANCES

9.01 Encumbrance. As used herein the term "Mortgage" includes a deed of trust and the term "Mortgagee" includes the beneficiary under a deed of trust. Lessee may encumber its leasehold estate and its interest in the improvements constructed and to be constructed on the Premises by the execution and delivery of a Mortgage. The Mortgagee of any such Mortgage may deliver to Lessor a written notice specifying:

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

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

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

- A. To cure the default if it can be cured by the payment or expenditure of money;
- B. To perform such other action as may be necessary to cure the default;
- C. If the default cannot be cured within one hundred twenty (120) days, to commence performance within such one hundred twenty (120) day period and thereafter diligently prosecute same to completion, in which event, the default will have been deemed to have been cured; or
- D. To institute foreclosure proceedings and prosecute same diligently to conclusion.

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

ARTICLE X

EXPIRATION, CANCELLATION, ASSIGNMENT AND TRANSFER

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

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

- A. Fail to maintain the Premises and the improvements for a period of thirty (30) days after Lessor has notified Lessee that repairs are needed;
- B. Fail to maintain insurance and provide proof of said insurance;
- C. Fail to use the Premises for the purpose identified in paragraph 1.03;

- D. Be in arrears in the payment of the whole or any part of the amounts agreed upon hereunder for a period of ten (10) days after Lessor has notified Lessee in writing that payment was not received when due.
- E. File in any court a petition in bankruptcy or insolvency or for the appointment of a receiver or trustee of all or a portion of Lessee's property;
- F. Make any general assignment for the benefit of creditors;
- G. Abandon the Premises;
- H. Be in violation of any local, state, or federal rules and/or regulations or in default in the performance of any of the covenants and conditions required herein (except payments) to be kept and performed by Lessee, and such violation or default continues for a period of thirty (30) days after receipt of written notice from Lessor to cure such default, unless during such thirty-day period, Lessee shall commence and thereafter diligently perform such action as may be reasonably necessary to cure such default;
- I. Be adjudged bankrupt in involuntary bankruptcy proceedings; or
- J. Be made a party to any receivership proceeding in which a receiver is appointed for the property or affairs of Lessee where such receivership is not vacated within sixty (60) days after the appointment of such receiver.

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

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

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

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

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

10.04 Assignment and Transfer. Lessee may assign or transfer this Lease subject to the provisions of Section 1.04 and subject to the prior written approval of Lessor; provided, however, that Lessor's approval shall not be required in the event of an assignment of this Lease by Lessee to the first leasehold Mortgagee.

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

10.05 Subleasing. No Subleasing of the Premises is permitted.

10.06 Termination for Convenience. If Lessor determines in its sole discretion that it is necessary or desirable that the Lease be terminated without regard to default by Lessee ("Termination for Convenience"), and that Lessee, its subtenant(s), successor(s) or assign(s) vacate the Premises, then Lessor may so terminate this Lease for convenience and compel Lessee to vacate part or all of the Premises. If Lessor terminates for convenience the Fuel Processing Provider--(Compressed Natural Gas) and CNG Fuel for City Vehicles Contract, it shall automatically, and without further notice, construe termination for convenience of this Lease. If any such termination for convenience, Lessor shall compensate Lessee for its reasonable damages arising from said termination. For purposes of this provision, such reasonable damages shall be exclusively defined as Lessee's ____ () year straight-line unamortized cost of Lessee Infrastructure Improvements and Leasehold Improvements incurred after the Effective Date of this lease. Lessor shall have no obligation or liability to pay any claim or demand for lost revenues or profits associated with termination of this Lease. Reimbursement due Lessee, will be paid with ____ () days after Lessee vacates the Premises. Lessee shall not have the right to terminate this Lease for convenience. This Section 10.06 shall survive termination of this Agreement.

10.07 Rights Upon Expiration. Upon the expiration, termination or cessation of this Lease for any reason ("expiration"), Lessee, at its own cost and expense, shall be responsible for the removal of all improvements from the Premises unless otherwise agreed upon. In furtherance of the same, and within six (6) months prior to the expiration of this Lease, Lessee shall cause to be made, executed, and delivered to Lessor an instrument to guarantee the removal of all improvements from the Premises. Such instrument may be in the form of a performance bond, letter of credit or such other instrument that is mutually acceptable to Lessee and Lessor and shall be in place until removal of all improvements.

The removal of all improvements, including the submittal of an environmental assessment and any required remediation of the Premises, as described below, shall be completed within one hundred eighty (180) days from the expiration of this Lease.

No later than thirty (30) days after the complete removal of improvements, Lessee, at its own cost and expense, shall submit to the Lessor a written copy of a current environmental site assessment of the Premises. The environmental assessment must be acceptable to Lessor; and if, in the sole opinion of Lessor, the Premises shall require environmental remediation, Lessee shall perform any work as is necessary to cause the Premises to be in compliance with applicable Environmental Laws or to return the Premises into a (like new) condition equal or better to that as of the Effective Date of the Lease.

Any occupancy by Lessee for the purposes of removing the improvements, completing the environmental assessment and any required remediation of the Premises shall be subject to the rental due hereunder and provided further that Lessee shall continue to be bound by the terms and conditions of this Lease. Lessee and Lessor agree that this continued tenancy will not be continued as an extension or renewal of the lease term for other than the aforementioned one hundred eighty (180) days.

If Lessee fails to provide the environmental assessment and any required remediation of the Premises, Lessor may provide at Lessee's expense.

10.08 Landlord's Lien. It is expressly agreed that in the event of default in the payment of rent or any other sum due from Lessee to Lessor under the terms of this Lease, Lessor shall have a lien upon all goods, chattels, personal property or equipment, save and except delivery vehicles or rolling stock belonging to Lessee which are placed in, or become a part of, the Premises, as security for rent due and to become due for the remainder of the Lease term, which lien shall not be in lieu of or in any way affect the statutory landlord's lien given by law, but shall be in addition to that lien, and Lessee grants to Lessor a security interest in all of Lessee's personal property placed in or on the Premises for purposes of this contractual lien. Provided, however, that the terms of this provision shall have effect only to the extent they are not inconsistent with the rules and regulations of the Interstate Commerce Commission and any other laws pertaining thereto and the Railroad Commission of the State of Texas. Lessor agrees that Lessor will not levy a landlord's lien against any delivery vehicle or rolling stock or any of the goods or personal property of third parties in the possession of Lessee, any sublessee or any assignee of the Lessee. In the event Lessor exercises the option to terminate the leasehold as provided herein, the Lessor,

after providing reasonable notice to Lessee of its intent to take possession and giving an opportunity to cure the default, may take possession of all of Lessee's property on the Premises and sell it at public or private sale after giving Lessee reasonable notice of time and place of any public sale or of the time after that any private sale is to be made, for cash or credit, for such prices and terms as Lessor deems best. The proceeds of the sale shall be applied first the necessary proper expense of removing, storing and selling such property, then to the payment of any rent due or to become due under this Lease, with the balance, if any, to be paid to Lessee.

ARTICLE XI GENERAL PROVISIONS

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

11.02 Notices. All notices provided to be given under this Lease shall be given by certified or registered mail, return receipt requested, postage fully prepaid, addressed to the proper party at the following addresses:

LESSOR: City of El Paso
 Director, Mass Transit Department
 700-A San Francisco St.
 El Paso, Texas 79901

Copy to: City of El Paso
 City Engineer
 2 Civic Center Plaza, 4th Floor
 El Paso, Texas 79901

LESSEE: _____

Any notice so given shall be deemed properly delivered, given, served, or received on the date shown for delivery or rejection on the return receipt. Any party may change the address to which notices shall thereafter be given upon five (5) days prior written notice to all other parties in the manner set forth in this Section.

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

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

11.05 Nondiscrimination Covenant. Lessee, for himself, his heirs, personal representatives, successors in interest and assigns, as part of the consideration hereof, does hereby covenant and agree as follows:

- A. That no person on the grounds of race, creed, color, sex, age, disability or national origin shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of the Premises.
- B. That in the construction of any improvements on, over, or under the Premises and the furnishing of services thereon, no person on the grounds of race, creed, color, sex, age, disability or national origin shall be excluded from participation in, denied the benefits of, or otherwise subjected to discrimination.
- C. That Lessee shall use the Premises in compliance with all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A. Part 21, Nondiscrimination in federally-assisted programs of the Department of Transportation-Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulation may be amended. Lessee shall also comply with the applicable provisions of Section 504 of the Rehabilitation Act of 1973 (P.L. 93-112) and 49 CFR Part 27. D. That, in the event of breach of any of the above nondiscrimination covenants, Lessor shall have the right to terminate this Lease and re-enter and repossess the Premises and the improvements thereon, and hold the same as if said Lease had never been made or issued.

11.06 Federal Funding Requirements. Since the proposed activity the subject of this Lease involves the incidental use of Federal Transit Administration (FTA) funded property, the Lessee shall also comply with the Federal Transit Administration Requirements for Incidental Use of Federally Funded Facilities as set forth in **Exhibit "B"** and attached hereto and incorporated herein by reference. .

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

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

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

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

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

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

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

11.13 Taxes and Other Charges. The Lessee shall pay any and all taxes and governmental charges of any kind whatsoever that may be lawfully assessed against the Lessee or the Lessor, with respect to the Premises, any improvements, equipment, personal property, inventory thereon or Lessee's use and/or occupancy of the Premises during the term of this Lease including any extensions or option periods granted thereto.

The Lessee in good faith may contest any tax or governmental charge; provided that the Lessee may not permit such tax or governmental charge to remain unpaid during the period of such contest and any appeal therefrom.

11.14 Waiver of Warranty of Suitability. Lessor disclaims any warranty of suitability that may arise by operation of law. Lessee leases the Premises as is and Lessor does not warrant that there are no latent defects that are vital to Lessee's use of the Premises for their intended commercial purpose nor that these essential facilities will remain in a suitable condition. Lessee leases the premises "as is", whether suitable or not, and waives the implied warranty of suitability.

11.15 Survival of Certain Provisions. All provisions of this Lease which expressly or impliedly contemplate or require performance after the cessation, expiration, cancellation, or termination of this Lease hereunder shall survive such cessation, expiration or termination of this Lease, including without limitation, Paragraphs 3.04 and 6.05.

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

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

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

11.18 Independence of Lease. It is understood and agreed that nothing herein contained is intended or should be construed as in any way creating or establishing a partnership relationship between the parties hereto, or as constituting Lessee as the agent, representative or employee of Lessor for any purpose or in any manner whatsoever. Lessee is to be, and shall remain, an independent contractor with respect to all services performed hereunder.

11.19 Effective Date. Regardless of the date signed, this Lease shall be effective as of the date first noted on the Title Page.

(Signatures begin on following page)

IN WITNESS WHEREOF, the parties have hereunto set their hands as of this ____ day
of _____, 2012.

LESSOR:
CITY OF EL PASO

Joyce A. Wilson
City Manager

LESSEE:

By: _____
Printed Name _____
Title _____

APPROVED AS TO FORM:

Cynthia Osborn
Assistant City Attorney

APPROVED AS TO CONTENT:

Jay Banasiak, Director
Mass Transit Department

ACKNOWLEDGMENT

THE STATE OF TEXAS)
)
COUNTY OF EL PASO)

This instrument was acknowledged before me on this ____ day of _____, 2012,
by **Joyce A. Wilson** as **City Manager** of the **City of El Paso**, Texas.

Notary Public, State of Texas
Printed Name: _____

My Commission Expires:

ACKNOWLEDGMENT

THE STATE OF TEXAS)
)
COUNTY OF EL PASO)

This instrument was acknowledged before me on this day ____ of _____, 2012,
by _____, _____, of _____.

Notary Public, State of Texas
Printed Name: _____

My Commission Expires:

EXHIBIT B
Federal Transit Administration Requirements for Incidental Use of Federally Funded Facilities

Prohibited Uses

Lessee and its Sublessees shall not conduct operations in or on the Leased Premises in a manner that in the judgment of the Director of the Mass Transit Department:

- A. Adversely or materially interferes with the Lessor's exercise of satisfactory continuing control over the use of the premises to carry out the intended purpose of providing public transportation.
- B. Adversely or materially interferes with the Lessor's right to safely conduct operations on the premises for the intended purpose of providing public transportation.
- C. Adversely or materially interferes or would be likely to interfere with the reasonable use by others of common facilities at the Transfer Center;
- D. Hinders or would be likely to hinder police, firefighting or other emergency personnel in the discharge of their duties;
- E. Would or would be likely to constitute a hazardous condition at the Transfer Center;
- F. Would or would be likely to increase the premiums for insurance policies maintained by Lessor unless such operations are not otherwise prohibited hereunder and Lessee pays the increase in insurance premiums occasioned by such operations;
- G. Would involve any illegal purposes.

Satisfactory Continuing Control

Notwithstanding any other provisions of this Agreement, if at any time Lessor, in its sole discretion, requires all or any part of the Leased Premises hereunder for any Transfer Center purpose including, but not limited to, Transfer Center renovations, enlargements, or revisions, Lessor, upon ninety (90) days written notice to Lessee, shall terminate this Agreement with respect to those portions of the Leased Premises so required.

Non-Discrimination

Lessee, for itself, its heirs, personal representatives, successors in interest and assigns, as part of the consideration hereof does hereby covenant and agree as follows:

- A. That in the event facilities are constructed, maintained, or otherwise operated on the Leased Premises for a purpose for which a Department of Transportation program or activity is extended or for another purpose involving the provision of similar services or benefits, the Lessee shall maintain and operate such facilities and services in compliance with all other requirements imposed pursuant to 49 CFR Part 21, Nondiscrimination in Federally Assisted Programs of the Department of Transportation, and as said regulations may be amended.
- B. That no person on the grounds of race, age, disability, creed, color, sex or national origin shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of the Leased Premises.
- C. That in the construction of any improvements on, over, or under the Leased Premises and the furnishing of services thereon, no person on the grounds of race, creed, color, sex or national origin shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination.
- D. That Lessee shall use the Leased Premises in compliance with all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A. Part 21, Nondiscrimination in federally assisted programs of the Department of Transportation - Effectuation of Title VI of the Civil Right Act of 1964, and as said regulation may be amended. Lessee shall also comply with the applicable provisions of Section 504 of the Rehabilitation Act of 1973 (P.L. 93-112) and 49 CFR Part 27.
- E. That, in the event of breach of any of the above nondiscrimination covenants, Lessor shall have the right to terminate this Agreement and re-enter and repossess the Leased Premises and the improvements thereon, and hold the same as if said Agreement had never been made or issued.

Affirmative Action

Lessee assures it will undertake an affirmative action program as required by 14 CFR Part 152, Subpart E, to insure that no person shall, on the grounds of race, color, sex, or national origin be excluded from participating in or receiving the services or benefits of any program of activity covered by 14 CFR Part 152, Subpart E, and any amendments thereto, and any other federal statutes or regulations applicable to the receipt of federal assistance from the Department of Transportation by local governments for, or otherwise applicable to persons leasing premises from Lessor of El Paso. Lessee assures that it will require that its covered suborganizations, including but not limited to Sublessees, provide assurances to Lessor, as set forth herein, that they similarly will undertake affirmative action programs, and that they will require assurance from their suborganizations including but not limited to Sublessees, to the same effect.

Conflict of Interest

No employee, officer, or agent of the Lessor shall participate in selection, or in the award or administration of an agreement if a conflict of interest, real or apparent, would be involved. Such a conflict would arise when:

1. The employee, officer or agent.
2. Any member of his immediate family,
3. His or her partner, or
4. An organization which employs, or is about to employ, has a financial or other interest in the firm selected for award.

The Lessor's officers, employees, or agents shall neither solicit nor accept gratuities, favors or anything of monetary value from the Lessee, potential contractors, or parties of subcontracts.

Debarred Bidders

The Lessee, including any of its officers or holders of a controlling interest, is obligated to inform the Lessor whether or not it, or any of its subcontractors or agents, is or has been on any debarred bidders' list maintained by the United States government. Should the Lessee be included on such a list during the performance of this Project, it shall so inform the Lessor. The Lessee hereby certifies that it and its subcontractors are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from any of the covered transactions by any Federal Department or agency.

FUEL PROCESSING LEASE

**El Paso International Airport
El Paso, Texas**

Effective Date

Lessee

FUELING PROCESSING LEASE

Doc. No. 64205v4 (5/27/11)
Doc. Name: fuel processing lease Montana/RFP1
Doc. Author: TCUL

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ATTACHMENTS

- EXHIBIT "A" -** Legal description of plot to be leased
EXHIBIT "B" - Rules, Regulations, and Land Use Requirements
EXHIBIT "C"- Fueling Station Location

Draft Sample Lease

FUELING PROCESSING LEASE

THIS FUELING PROCESSING STATION LEASE ("Lease") is made this ____ day of _____, 2011, by and between the City of El Paso (the "Lessor") and _____ (the "Lessee").

WHEREAS, Lessor owns and operates El Paso International Airport, located in the County of El Paso, State of Texas (the "Airport") said Airport being managed by the Director of Aviation ("Director"); and

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

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

WHEREAS, Lessee desires to construct certain facilities on the Airport for the conduct of permitted uses thereon, and

WHEREAS, Lessee has indicated a willingness and ability to properly keep, maintain and improve said ground in accordance with standards established by Lessor if granted a lease of sufficient term on said ground area.

NOW THEREFORE in consideration of the mutual covenants and agreements herein set forth, Lessor and Lessee agree and covenant as follows:

ARTICLE I
PREMISES AND PRIVILEGES

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

_____, El Paso, El Paso County, Texas, consisting of 1.5 acres, more or less, as more fully described on **Exhibit "A"** attached hereto and incorporated herein for all purposes, (the "Premises").

In addition, Lessee will be allowed limited use of the adjacent ____ acre City-owned parcel as shown on **Exhibit "C"**, which is attached hereto and made a part hereof for all purposes, to access the Premises. Lessee's access will be limited to the traffic control plan approved by Lessor and will be subject to such Section 1.02, Right of Ingress and Egress.

1.02 Right of Ingress and Egress. Lessor hereby grants to Lessee and its officers, employees, agents, servants, and business invitees the rights of ingress to and egress from the Premises over and across the public roadways serving the Airport and the adjacent ____ acre City-owned parcel as shown on **Exhibit "C"** for Lessee, its agents and servants, patrons and invitees, suppliers of service and furnishers of material. Said right shall be subject to such ordinances, rules and regulations as now or may hereafter have application at the Airport.

1.03 Right to Construct. In addition to the general privileges, uses, rights, and interests attaching to the Premises hereinbefore described and without limiting the generality thereof, Lessee shall have the right to provide for the location, construction, erection, and as applicable, the removal of any Lessee-installed or owned improvements, in any lawful manner, upon or in the Premises, for the purpose of carrying out the activities provided for herein, subject, however, to the conditions herein set forth. Lessee agrees that it will, within ____ () months of execution of this Lease, begin construction and promptly complete construction of the fuel processor. Lessor will provide the following identified the site preparation for the Premises prior to construction of the Lessee-owned improvements. Site preparation is defined as mobilization, rough grading and compaction, water and sanitary service laterals, silt fencing and erosion control, and any other incidentals necessary for site preparation. Lessee will accept Premises subject to the terms and conditions of Section 3.02, Condition of Premises, of this Lease. Any addition site preparation required by Lessee shall be done by Lessee in accordance with the Rules, Regulations, and Land Use Requirements attached hereto as **Exhibit "B"**.

1.04 Restrictions of Privileges, Uses and Rights. Lessor hereby grants to Lessee the following general privileges, uses and rights, all of which shall be subject to the terms, conditions and covenants hereinafter set forth and all of which shall be non-exclusive:

Lessee may use the Premises only for:

- A. the operation of a fuel processor for City-owned vehicles on the adjacent ____ acre City owned parcel as shown on **Exhibit "C"**.
- B. Alcohol will not be served on the premises.
- C. The use of tobacco products/smoking is prohibited in any enclosed structures, and
- D. other related uses, as approved by the Director of Aviation.

The use of the Premises as provided herein above shall be subject to compliance with **Exhibit "B"**, as well as compliance with all the terms and conditions of this Lease. All uses of the Premises not specifically permitted herein are expressly prohibited.

1.05 Conditions of Granting Lease. The granting of this Lease and its acceptance by Lessee are conditioned upon the following covenants:

- A. That no functional alteration of the Premises shown on Exhibit "A" or change in the uses of such premises, except as reflected in Section 1.04 hereinabove, shall be made without the prior written consent of Lessor;
- B. That the right to use said public Airport facilities in common with others authorized to use such facilities shall be exercised subject to and in accordance with the laws of the United States of America and the State of Texas, and with all reasonable and applicable rules, regulations and ordinances of Lessor now in force or hereafter prescribed or promulgated by charter authority or by law; and
- C. That Lessee will utilize only the public roadways, and other direction, path, route, or form of travel on the adjacent ____ acre City-owned parcel as shown on Exhibit "C" or which the Director may designate, from time to time, for Lessee's transportation or delivery of fuel to the Premises.

ARTICLE II OBLIGATIONS OF LESSOR

2.01 Operation as Public Airport. Lessor covenants and agrees that during the term hereof, including any extensions thereto, it will operate and maintain the Airport as a public airport consistent with and pursuant to the Sponsor's Assurances given by Lessor to the United States Government under the Federal Airport Act, as amended.

2.02 Construction, Maintenance and Utilities. Lessor shall assume no responsibility as to the condition of the Premises and shall not assume responsibility for maintenance, upkeep, or repair necessary to keep the Premises in a safe and serviceable condition.

ARTICLE III OBLIGATIONS OF LESSEE

3.01 Lease. This Lease shall be without cost to Lessor except for Lessor's obligations specifically set forth in this Lease. Lessee shall:

- A. Keep and maintain the Premises and improvements located thereon in a good state of repair at all times;
- B. Pay all taxes and governmental charges of any kind whatsoever that may be assessed against Lessee or Lessor in accordance with Section 3.12, of this Lease.

- C. Pay all casualty, bond, and liability insurance premiums required in accordance with this Lease; and
- D. Cover all ground area with concrete, asphalt or other comparable code compliant dust-free surfacing, and shall fence the area with fence material approved by the Director.

3.02 Condition of Premises. Lessee accepts the Premises in their present condition and agrees that the Premises are suitable for Lessee's business, activities, and operations proposed to be conducted thereon subject to Lessee's right to construct limited improvements under the terms of this Lease. Lessee accepts the Premises "AS IS", with all faults, relying on Lessee's own inspection and judgment and not in reliance on any representations of Lessor. Lessor shall assume no responsibility as to the condition of the Premises and shall not assume responsibility for maintenance, upkeep, or repair necessary to keep the Premises in a safe and serviceable condition.

3.03 Compliance With Laws. Lessee, at Lessee's expense, agrees that it will construct, operate and maintain improvements on the Premises in accordance with **Exhibit "B"**, and in accordance with all laws, rules, orders, ordinances, directions, regulations and requirements of federal, state, county and municipal authorities, now in force or which may hereafter be in force, including, but not limited to, those which shall impose any duty upon the Lessor or Lessee, with respect to the use, occupation or alteration of the Premises and any improvements thereon.

Lessee, at Lessee's expense, specifically agrees to make or cause to be made all such alterations to the Premises, and any improvements thereon, including, without limiting the generality of the requirements of this sentence, removing such barriers and providing such alternative services, as shall be required by the Americans with Disabilities Act, as amended, and any other laws, rules, orders, ordinances, directions, regulations and requirements of federal, state, county and municipal authorities, now in force or which may hereafter be in force, which relate to the use or occupation of the Premises and any improvements thereon by disabled persons ("Disabilities Laws").

Lessee shall, at Lessee's expense, comply with all present and hereinafter enacted Environmental Laws, and any amendments thereto, affecting Lessee's use, operation, occupation or alteration of the Premises including any improvements thereon.

A. Definitions.

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

Clean Water Act, 33 U.S.C. Section 1251 et seq.; the Clean Air Act, 42 U.S.C. Section 7401 et seq.; and the regulations promulgated thereunder and any other laws, regulations and ordinances (whether enacted by the local, state or federal government) now in effect or hereinafter enacted that deal with the regulation or protection of the environment, including, but not limited to, the ambient air, ground water, surface water, and land use, including sub-strata land.

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

B. Compliance.

- (1) Except for the specific uses allowed in accordance with this lease and all applicable laws, rules and regulations of the appropriate governmental agencies, Lessee shall not cause or permit any Hazardous Material to be used, generated, manufactured, produced, stored, brought upon, or released, on, under or about the Premises, or transported to and from the Premises, by Lessee, its agents, employees, contractors, invitees, or a third party in violation of any Environmental Law. **Without limiting the generality of any other indemnity clauses contained in this Lease, Lessee shall indemnify, defend and hold harmless Lessor, its successors and assigns, its employees, agents and attorneys from and against any and all liability, loss, damage, expense, penalties and legal and investigation fees or costs, arising from or related to any claim or action for injury, liability, breach of warranty or representation, or damage to persons or property and any and all claims or actions brought by any person, entity or governmental body, alleging or arising in connection with contamination of, or adverse effects on, the environment or violation of any Environmental Law or other statute, ordinance, rule, regulation, judgment or order of any government or judicial entity which are incurred or assessed as a result (whether in part or in whole) of any activity or operation on or discharge from the Premises or any improvements thereon.** This obligation includes, but is not limited to, all costs and expenses related to cleaning up the Premises, improvements, land, soil, underground or surface water as required under the law. Lessee's obligations and liabilities under this paragraph shall continue so long as Lessor bears any liability or responsibility under the Environmental Laws for any action that occurred on the Premises or any

improvements thereon. This indemnification of Lessor by Lessee includes, without limitation, costs incurred in connection with any investigation of site conditions or any cleanup, remedial, removal or restoration work required by any federal, state or local governmental agency or political subdivision because of Hazardous Material located on the Premises or any improvements thereon, or present in the soil or ground water on, under or about the Premises. The parties agree that Lessor's right to enforce Lessee's promise to indemnify is not an adequate remedy at law for Lessee's violation of any provision of this Section. Lessor shall also have all other rights and remedies provided by law or otherwise provided in this Lease.

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

- (5) Lessee shall insert the provisions of this Section in any agreement by which it grants a right or privilege to any person, firm or corporation under this Lease.

C. Fuel Storage Tanks and Fuel Transport Lines.

- (1) Lessee acknowledges that the Premises presently contain no fuel storage tanks or fuel transport lines. Lessee, during the term of this Lease plans to install, operate, and maintain above-ground fuel storage tanks and fuel transport lines on the Premises. In connection with the operation and maintenance of such storage, pumping and dispensing facilities and fuel transport lines, Lessee will comply with all governmental regulations, laws, rules and ordinances, all industry standards and insurance requirements, all at Lessee's sole cost, expense and risk. Prior to the end of the term of the Lease, Lessee will remove all tanks, pumping and dispensing facilities, and fuel transport lines and will perform all necessary clean up, testing and backfilling necessary to assure that the Premises are not contaminated beyond the Environmental Protection Agency (EPA) and the Texas Commission on Environmental Quality (TCEQ), or any successor agency's acceptable limits with any fuel, gasoline, petroleum product or hazardous material. Lessee will, without limiting the generality of the foregoing, test the ground under the tanks and transport lines, once they are removed, and will deliver copies of the testing report showing no contamination beyond EPA and TCEQ acceptable limits on the site to Lessor. **Without limiting the generality of any other indemnity clauses contained in this Lease, Lessee agrees to indemnify and hold Lessor harmless against any and all cost, expense and liability arising from the location, maintenance or operation of any fuel, or other chemical or petroleum product storage, pumping and dispensing equipment and transport lines on the Premises including, without limitation, any leaks therefrom or contamination of the Premises or adjacent property therefrom.**
- (2) Without limiting the foregoing, if Lessee, at any time during the term of this Lease, installs any fuel storage tanks and transport lines on the Premises, Lessee warrants that it will file all the appropriate forms with the TCEQ, or any successor agency, to show that Lessee is the owner of said tanks and, as such, accepts responsibility for the fuel storage tanks and transport lines.

Notwithstanding any other provision in this Lease to the contrary, Lessor shall have the right of "self-help" or similar remedy in order to minimize any damages, expenses, penalties and related fees or costs, arising from or related to a violation of any law on, under or about the Premises.

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

- D. **Reporting.** At any time that Lessee submits any filing pertaining to its property, operations, or presence of the Airport with any governmental entity (other than the Internal Revenue Service) by way of example but not in limitation, the Federal Aviation Administration (FAA), the EPA or the TCEQ, Lessee shall provide duplicate copies of the filing(s) and all related documents to Lessor.

3.04 Maintenance. Lessee shall, at its sole cost and expense, maintain the Premises and the buildings, improvements and appurtenances thereto, in a presentable condition consistent with good business practice. Lessee shall repair all damages to said Premises; shall maintain and repair all equipment thereon, including any drainage installations, paving, curbs, islands, buildings and improvements.

Lessor shall be the sole judge of the quality of maintenance and, upon written notice by Lessor to Lessee, Lessee shall be required to perform whatever maintenance Lessor deems necessary. If said maintenance is not undertaken by Lessee within ten (10) days after receipt of written notice, Lessor shall have the right to enter on the Premises and perform the necessary maintenance, the cost of which, plus ten percent (10%) overhead, shall be borne by Lessee.

Lessee agrees not to paint, erect, or in any manner install any advertising on the exterior of the improvements or anywhere on the Premises, with the exception that Lessee may erect a sign displaying its name and business in accordance with Section 3.08 herein.

3.05 Utilities. Lessee shall assume and pay for all costs or charges for utility services furnished to Lessee during the term hereof; provided, however, that Lessee shall have the right to connect to any and all storm and sanitary sewers and water and utility outlets at its own cost and expense; subject to approval by all appropriate City of El Paso departments, and Lessee shall pay for any and all service charges incurred therefor.

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

3.07 Permitted Uses. Lessee covenants and agrees that in no event will it enter into any business activity on the Airport other than those specified in Section 1.04.

3.08 Signage. The following regulations shall apply to all signs displayed for observation from outside any improvements on the Premises whether displayed on, near or within a building:

- A. Permitted Sign. Signs on Premises shall be limited to those identifying the uses conducted on the site and to those necessary for directional purposes. The content, size, design and location of all signs shall require the written approval of the Director prior to installation. Said written approval shall be at Director's sole discretion. Outdoor advertising, billboards or flashing lighting are not permitted.
- B. Lighting and Construction. All signs shall comply with all current or future building codes of the City of El Paso and with all current or future rules and regulations of the FAA and its successor agencies. Lessee is solely responsible for obtaining all applicable permits and licenses.
- C. Approval of Plans. Approval of any and all improvements, plans, signs, or documents by the Director does not constitute approval of the City or any other local, state, or federal agency. It is specifically understood that the Aviation Department is only one City department and that, in addition to obtaining approval of Director, Lessee shall be required to obtain approvals and permits as required by the El Paso City Code as amended.

3.09 Authorization to Enter Restricted Area. Lessee understands that all of its agents, employees, servants, subtenants, invitees or independent contractors must be authorized by the Lessor to enter restricted areas as defined in Title 14 of the El Paso City Code as amended. Lessee agrees that no person authorized to enter a restricted area by virtue of this Lease may permit any other person who is not otherwise authorized to enter a restricted area unless such person is, at all times while in the restricted area, in the company of an authorized person.

3.10 Security. Lessee is familiar with the restrictions imposed by 49 CFR 1540 as amended and agrees to assume responsibility for compliance with said regulations as they relate to security procedures on the Premises.

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

3.12 Taxes and Other Charges. Lessee shall pay all taxes and governmental charges of any kind whatsoever that may be assessed against Lessee or Lessor, with respect to the Premises, any improvements, equipment, personal property or inventory thereon or Lessee's use and/or occupancy of the Premises, during the Term of this Lease including any extensions granted thereto. Lessor is a tax-exempt governmental entity and shall not be responsible for any taxes or

assessments arising from Lessee's use of the property or possession of the Premises. Upon ten (10) days notice and at no cost to Lessor, Lessee will provide any information deemed necessary by the Director to verify that taxes and governmental charges of any kind as described herein have been paid in full.

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

3.13 Governmental Filings. In the event that Lessee submits any filing or response pertaining to its property, operations or presence at the Airport with any governmental entity (other than the Internal Revenue Service), by way of example and not in limitation the FAA, the EPA or the TCE or any successor agencies, Lessee shall provide duplicate copies to Lessor of such filing(s) or response(s) made at the time same are made.

ARTICLE IV TERM OF LEASEHOLD

4.01 Term. The Initial Term of this Lease shall be for a period of _____ () years commencing on _____.

4.02 Options To Extend. In the event that Lessee is not in default of any terms of this Lease, Lessee shall have the option to extend this Lease for _____ () additional terms of _____ () years each. Lessee may exercise the first _____ () year option ("First Option Period") by notifying Lessor in writing at least one hundred eighty (180) days prior to the expiration of the Initial Term. In the event Lessee exercises its first option, the Lease shall be extended for _____ () years on the same terms and conditions, except that Ground Rentals shall be adjusted as noted below.

In the event that Lessee is not in default of any terms of this Lease, Lessee may exercise the second _____ () year option ("Second Option Period") by notifying Lessor in writing at least one hundred eighty (180) days prior to the expiration of the First Option Period. In the event Lessee exercises its second option, the Lease shall be extended for an additional _____ () years on the same terms and conditions, except that Ground Rentals for this Second Option Period shall be readjusted as noted below.

Lessee's options to extend the Lease shall terminate if Lessee fails to notify Lessor in writing one hundred eighty (180) days before the expiration of the Initial Term or any relevant option period. Time is of the essence with regard to the one hundred eighty (180) day notice requirement.

If the First Option is exercised, per the Agreement, to extend the Lease at the end of the Initial Term, the ground rental will be adjusted in accordance with Article V, Section 5.03. If the

Second Option is exercised, the ground rental will be adjusted in accordance with Article V, Section 5.03.

4.03 Holding Over. It is agreed and understood that any holding over by Lessee of the Premises at the expiration or cancellation of this Lease shall operate and be construed as a tenancy from month to month, subject to the terms and conditions of this Lease, at a rental of one and one-half times the then-current monthly rental. Lessee shall be liable to Lessor for all loss or damage on account of any holding over against Lessor's will after the expiration or cancellation of this Lease, whether such loss or damage may be contemplated at this time or not. No receipt or acceptance of money by Lessor from Lessee after the expiration or cancellation of this Lease or after the service of any notice, after the commencement of any suit, or after final judgment for possession of the Premises, shall reinstate, continue or extend the terms of this Lease, or affect any such notice, demand, suit, or imply consent for any action for which Lessor's consent is required or operate as a waiver of any right of the Lessor to retake and resume possession of the Premises.

ARTICLE V FEES AND RENTALS

5.01 Ground Rental. For the purpose of computing rental payments due, Lessor and Lessee agree that the Premises comprise _____ square feet of land. The annual Ground Rental for the Premises will be calculated on the basis of \$_____ per square foot per annum for the land. Therefore, the annual Ground Rental for the first _____ () years of the Initial Term shall be \$_____.

5.02 Commencement of Rental. Payment of Ground Rental by Lessee to Lessor as aforesaid shall commence on the Effective Date of this Lease, which is first noted on the title page of this Lease.

5.03 Readjustment of Ground Rental. For the purpose of computing adjustments to rental payments, Lessor and Lessee agree as follows:

Ground Rentals shall be adjusted at the _____ anniversaries of the Effective Date during the Initial Term and at the commencement of each option period properly exercised by Lessee. Lessor and Lessee agree that percentage increases in the Consumer Price Index for all Urban Consumers (CPI-U) shall govern the Ground Rental readjustment for these anniversary dates and at the commencement of each option period properly exercised by Lessee. The parties further agree that for the purposes of computing such percentage increase during the Initial Term, the Base Year CPI-U shall be established as that rate in place ninety (90) calendar days prior to the Effective Date of this Lease. Ground Rentals shall be adjusted pursuant to the percentage increase in the CPI-U from the Base Year CPI-U to the rate in place ninety (90) days prior to the applicable date of readjustment (i.e. the fifth (5th) anniversary date of the Effective Date). The Ground Rental readjustment shall be that amount equal to the percentage increase of

the Consumer Price Index for all Urban Consumers from the Base Year CPI-U to that CPI-U in effect ninety (90) calendar days prior to the fifth, tenth, fifteenth and twenty-fifth anniversary of the Effective Date or any option period properly exercised by Lessee.

All readjustments shall be effective as of the _____ anniversary dates or commencement of option period, without regard to the date the actual adjustment is made; provided, however, that in no event shall the readjusted Ground Rental be less than the rate in place immediately prior to such readjustment nor more than fifteen percent (15%) more than the rent established at the beginning of the immediately preceding ____-year period.

5.04 Time of Payment. All rentals due hereunder shall be paid in twelve (12) equal monthly installments. Said monthly rental payments shall be paid in advance on or before the first day of each and every month during the term or any extension of this Lease

5.05 Unpaid Rent, Fees and Charges. Any installment of rent, any fees, or other charges or monies accruing under any provisions of this Lease that are not received by the twentieth (20th) day of the month in which payment is due, shall bear interest at the rate equal to the maximum allowed by law from the date when the same was due according to the terms of this Lease and shall accrue until actually paid by Lessee.

5.06 Place of Payment. All payments required by Lessee herein shall be paid to Lessor at the following address:

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

ARTICLE VI INSURANCE AND INDEMNIFICATION

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

in force shall be requested to determine the Full Insurable Value as defined in this Section. The expense of this appraisal shall be borne by Lessee.

6.02 Liability Insurance. Lessee, at its sole cost and expense shall, throughout the term of this Lease, provide and keep in force for the benefit of Lessee with the Lessor as an additional insured, comprehensive general liability insurance in amounts as reasonably set from time to time by Lessor, but not less than Ten Million Dollars (\$10,000,000.00) for bodily injury to one person for each occurrence, Twenty Million Dollars (\$20,000,000.00) for bodily injuries to more than one person arising out of each occurrence and One Million Dollars (\$1,000,000.00) for property damage arising out of each occurrence, or in amounts equal to the maximum liability for damages for municipalities for claims arising under governmental functions, provided for under the Texas Tort Claims Act, whichever is greater.

In addition, Lessee, at its sole cost and expense shall, throughout the term of this Lease, provide and keep in force with Lessor as an additional insured, comprehensive pollution liability insurance in amounts as reasonably set from time to time by Lessor, but not less than Three Million Dollars (\$3,000,000).

6.03 Performance and Payment Bonds. Lessee, at its own cost and expense, shall cause to be made, executed, and delivered to Lessor two (2) separate bonds, as follows:

- A. Prior to the date of commencement of any construction, a contract surety bond in a sum equal to the full amount of the construction contract awarded.

Said bond shall guarantee the faithful performance of necessary construction and completion of improvements in accordance with approved final plans and detailed specifications; and shall guarantee Lessor against any losses and liability, damages, expenses, claims and judgments caused by or resulting from any failure of Lessee to perform completely the work.

- B. Prior to the date of commencement of construction, a payment bond with Lessee's contractor or contractors as principal, in a sum equal to the full amount of the construction contract awarded.

Said bond shall guarantee payment of all wages for labor and services engaged and of all bills for materials, supplies, and equipment used in the performance of said construction contract.

- C. In accordance with Article 7.19-1 of the Texas Insurance Code, if a Performance or Payment bond is in amount of excess of ten percent (10%) of the surety's capital and surplus, Lessor will require, as a condition to accepting the bond(s), a written certification from the surety that the surety has reinsured the portion of the risk that exceeds ten percent (10%) of the surety's capital and surplus with one or more reinsurers who are duly authorized, accredited or trusted to do business in the State of Texas. If any portion of the surety's obligation is reinsured, the

amount reinsured may not exceed 10% of the reinsurer's capital and surplus.

- D. In lieu of the payment and performance bonds described in paragraphs A, B, and C, above, Lessee may, at Lessee's option, provide Lessor with an irrevocable Letter of Credit in an amount equal to the full amount of the construction contract awarded. Such Letter of Credit shall be issued by a national banking association with offices in El Paso, El Paso County, Texas, shall provide for partial draws, and shall have an expiration date of at least ninety (90) days after the completion date provided in the construction contract. Such Letter of Credit shall be payable upon presentment accompanied by an affidavit by an authorized representative of Lessor indicating that the proceeds to be paid will be used by Lessor to either (i) pay sums due and owing pursuant to the construction contract awarded or (ii) complete construction of the improvements contemplated by the construction contract.

6.04 Authorized Insurance Companies. All such policies of insurance and payment bonds shall be written by insurance and surety companies authorized to do business in the State of Texas and shall be written by companies with an AMBest Rating of A-VII or better. Certificates of insurance shall be delivered to Lessor at least ten (10) days prior to the Effective Date of this Lease. Each such insurance certificate shall contain:

- A. A statement of the coverage provided by the policy;
- B. A statement certifying Lessor is listed as an additional insured in the policy;
- C. A statement of the period during which the policy is in effect;
- D. A statement that the annual premium or the advance deposit premium for such policy has been paid in advance; and
- E. An agreement by the insurance company issuing such policy that the policy shall not be canceled or reduced in any amount for any reason whatsoever without at least thirty (30) days prior written notice to Lessor.

6.05 Indemnification. Lessee agrees to indemnify and hold Lessor harmless against any and all claims, demands, damages, costs, and expenses, including investigation expenses and reasonable attorney's fees for the defense of such claims and demands, arising out of or attributed directly, or indirectly to the operation, conduct or management of Lessee's business on the Premises and the adjacent _____ acre City-owned parcel as shown on Exhibit "C", its use of the Premises and the adjacent _____ acre City-owned parcel as shown on Exhibit "C", or from any breach on the part of Lessee of any terms of this Lease, or from any act or negligence of Lessee, its agents, contractors, employees, subtenants, concessionaires, or licensees in or about the Premises and the adjacent _____ acre City-owned parcel as shown on Exhibit "C" including claims and damages arising in whole, or in part, from the negligence of Lessor. In case of any action or proceeding brought against

Lessor by reason of any such claim, Lessee, upon notice from Lessor, agrees to defend the action or proceeding by counsel acceptable to Lessor.

ARTICLE VII DESTRUCTION OF IMPROVEMENTS BY FIRE OR OTHER CASUALTY

7.01 Obligations of Lessee. During the term hereof, except as provided in Section 7.02 below, should the improvements upon the Premises be damaged or destroyed, in whole or in part, by fire or other casualty, Lessee shall give prompt notice thereof to Lessor, and Lessee, at its own cost and expense, shall promptly repair, replace and rebuild the same, at least to the same extent as the value and as nearly as practical to the character of the buildings and improvements existing immediately prior to such time. Such repairs, replacements or rebuilding shall be made by Lessee as aforesaid and in accordance with the following terms and conditions:

- A. Prior to commencing such work, Lessee shall deliver to Lessor a set of the preliminary construction plans and specifications in accordance with the terms and provisions of the Rules, Regulations and Land Use Requirements then in effect. In the event the preliminary plans and specifications are disapproved, Lessee will be so notified and the notice shall specify in detail the reasons therefor and the requested modifications or alterations thereto.
- B. Upon approval of the preliminary plans and specifications, as herein provided, Lessee shall prepare or cause to be prepared final working plans and specifications in substantial conformity to the preliminary plans and specifications. Upon completion of the final working plans and specifications, Lessee shall submit the same to appropriate governmental agencies including but not limited to other City departments for approval. Upon approval by such agencies and the issuance of permits for the commencement of construction, Lessee shall deliver to Lessor one complete set of the final working plans and specifications as approved by the governmental agencies exercising jurisdiction thereover. Changes from the preliminary plans and specifications shall be considered to be within the scope of the preliminary plans and specifications if such changes are reasonably inferable therefrom or if they are made to comply with suggestions, requests or requirements of the governmental agencies exercising jurisdiction.
- C. Prior to commencing construction, Lessor may require Lessee to cause to be made, executed, and delivered to Lessor a payment bond and performance bond to insure the proper completion and payments required of any construction per this Article.
- D. Upon compliance with the foregoing, and after settlement shall have been made with the insurance company or companies and said proceeds of such insurance policy or policies shall have been paid to Lessee, Lessee shall commence such repair, replacements or rebuilding within a reasonable time and shall continue

such work with reasonable diligence until completion.

7.02 Insurance Proceeds. Upon receipt by Lessee of the proceeds of the insurance policy or policies, Lessee shall deposit same in an escrow account to pay for the cost of such repair, replacement or rebuilding. Such proceeds shall be disbursed by Lessee during construction to pay the cost of such work. If the amount of such insurance proceeds is insufficient to pay the costs of the necessary repair, replacement or rebuilding of such damaged improvements, Lessee shall pay any additional sums required, and if the amount of such insurance proceeds is in excess of the costs thereof, the amount of such excess shall be retained by Lessee.

7.03 Cancellation of Lease. Should the improvements on the Premises be damaged or destroyed in whole or in part by fire or other casualty during the last year of this Lease or any option period of this Lease, Lessee shall be relieved of the obligation to repair, replace and rebuild the same and shall have the right to cancel this Lease by giving Lessor written notice of such election within thirty (30) days after the date of any such damage or destruction. In such event, this Lease shall terminate as of the date of such destruction and the insurance proceeds received or receivable under any policy of insurance shall be paid to and retained by Lessor, unless Lessor has elected to have the Premises returned to it clear of all improvements in accordance with Article X, Section 10.06 hereinbelow, in which case Lessee shall be entitled to such insurance proceeds. All rents payable under this Lease shall be prorated and paid to the date of such termination. The receipt of insurance proceeds by Lessor will relieve Lessee from any responsibility to restore the Premises to their former condition, except as provided in Section 11.14 of this Lease.

ARTICLE VIII CONDEMNATION

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

- A. "Taking" means the taking or damaging, including severance damage by eminent domain or by condemnation for any public or quasi-public use under any statute. The transfer of title may be either a transfer resulting from the recording of a final order in condemnation or a voluntary transfer or conveyance to the condemning agency or entity under threat of condemnation and avoidance proceedings are pending. The taking shall be considered to take place on the Date of Taking.
- B. "Total taking" means the taking of the fee title to all of the Premises and improvements thereon.
- C. "Substantial taking" means the taking of so much of the Premises or improvements or both, that one or more of the following conditions results:

1. The remaining portion of the Premises and improvements thereon after such taking would not be economically and feasibly useable by Lessee;
 2. The conduct of Lessee's business on the Premises would be substantially prevented or impaired;
 3. The portion of the Premises not so taken cannot be so repaired or reconstructed, taking into consideration the amount of the award available for repair or reconstruction, as to constitute a complete rentable structure capable of producing a proportionately fair and reasonable net annual income after payment of all operation expenses including the rent and after performance of all covenants and conditions required of Lessee under this Lease.
- D. "Partial taking" means the taking of a fee title that is not either a total or substantial taking.
- E. "Improvements" includes, but is not limited to, all buildings, structures, fixtures, fences, utility installations, parking facilities and landscaping on the Premises.
- F. "Notice of intended taking" means any notice or notification on which a reasonably prudent person would rely and which such person would interpret as expressing an existing intention of taking as distinguished by a mere preliminary inquiry or proposal. It includes, but is not limited to, the service of a condemnation summons and complaint on a party to this Lease. The notice is considered to have been received when a party to this Lease receives from the condemning agency or entity a notice of intent to take in writing containing a description or map reasonably defining the extent of the taking.
- G. "Award" means compensation paid for the taking, whether pursuant to judgment, or by agreement, or otherwise.
- H. "Date of Taking" means the date that Lessee is required to vacate the Premises pursuant to a final order of condemnation or agreement between the parties hereto.

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

- A. Notice of intended taking;
- B. Service of any legal process relating to condemnation of the Premises or improvements; or

- C. Notice in connection with any proceedings or negotiations with respect to such a condemnation.

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

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

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

8.06 Partial Taking. Upon a partial taking, all awards shall be disbursed as follows:

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

8.07 Obligations of Lessee Under Partial Taking. Promptly after any such partial taking, Lessee, at its expense, shall repair, alter, modify or reconstruct the improvements on the Premises so as to make them reasonably suitable for Lessee's continued occupancy for the uses and purposes for which the Premises are leased. Notwithstanding the foregoing to the contrary, should there be a partial taking in the last year of the initial term or any renewal term, Lessee shall be relieved of the responsibility so to repair or reconstruct the improvements on Premises as aforesaid by notifying Lessor of its intention to that effect.

8.08 Taking of Temporary Use of Premises and Improvements. Upon any taking of the

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

If any such taking is for a period extending beyond the expiration date of the term, the taking shall be treated under the foregoing provisions for total, substantial and partial takings.

ARTICLE IX ENCUMBRANCES

9.01 Encumbrance. As used herein the term "Mortgage" includes a deed of trust and the term "Mortgagee" includes the beneficiary under a deed of trust. Lessee may encumber its leasehold estate and its interest in the improvements constructed and to be constructed on the Premises by the execution and delivery of a Mortgage. The Mortgagee of any such Mortgage may deliver to Lessor a written notice specifying:

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

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

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

- A. To cure the default if it can be cured by the payment or expenditure of money;
- B. To perform such other action as may be necessary to cure the default;
- C. If the default cannot be cured within one hundred twenty (120) days, to

commence performance within such one –hundred twenty (120) day period and thereafter diligently prosecute same to completion, in which event, the default will have been deemed to have been cured; or

D. To institute foreclosure proceedings and prosecute same diligently to conclusion.

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

ARTICLE X EXPIRATION, CANCELLATION, ASSIGNMENT AND TRANSFER

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

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

- A. Be in arrears in the payment of the whole or any part of the amounts agreed upon hereunder for a period of ten (10) days after Lessor has notified Lessee in writing that payment was not received when due.
- B. File in any court a petition in bankruptcy or insolvency or for the appointment of a receiver or trustee of all or a portion of Lessee's property;
- C. Make any general assignment for the benefit of creditors;
- D. Abandon the Premises;
- E. Default in the performance of any of the covenants and conditions required herein (except rental payments) to be kept and performed by Lessee, and such default continues for a period of thirty (30) days after receipt of written notice from Lessor to cure such default, unless during such thirty-day period, Lessee shall commence and thereafter diligently perform such action as may be reasonably necessary to cure such default;
- F. Be adjudged bankrupt in involuntary bankruptcy proceedings; or
- G. Be made a party to any receivership proceeding in which a receiver is appointed for the property or affairs of Lessee where such receivership is not vacated within sixty (60) days after the appointment of such receiver.

In any of the aforesaid events, which shall be events of default hereunder, Lessor may take

immediate possession of the Premises including any and all improvements thereon and remove Lessee's effects, forcibly if necessary, without being deemed guilty of trespassing.

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

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

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

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

10.04 Assignment and Transfer. Lessee may assign or transfer this Lease subject to the provisions of Section 1.04 and subject to the prior written approval of Lessor; provided, however, that Lessor's approval shall not be required in the event of an assignment of this Lease by Lessee to the first leasehold Mortgagee.

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

10.05 Subleasing. No Subleasing of the Premises is permitted.

10.06 Termination for Convenience. If Lessor determines in its sole discretion that it is necessary or desirable that the Lease be terminated without regard to default by Lessee ("Termination for Convenience"), and that Lessee, its subtenant(s), successor(s) or assign(s) vacate the Premises, then Lessor may so terminate this Lease for convenience and compel Lessee to vacate part or all of the Premises. If Lessor terminates for convenience the Fuel Processing Provider--(Compressed Natural Gas) and CNG Fuel for City Vehicles Contract, it shall automatically, and without further notice, construe termination for convenience of this Lease. If any such termination for convenience, Lessor shall compensate Lessee for its reasonable damages arising from said termination. For purposes of this provision, such reasonable damages shall be exclusively defined as Lessee's _____ () year straight-line unamortized cost of Lessee Infrastructure Improvements and Leasehold Improvements incurred after the Effective Date of this lease. Lessor shall have no obligation or liability to pay any claim or demand for lost revenues or profits associated with termination of this Lease. Reimbursement due Lessee, will be paid with ____ () days after Lessee vacates the Premises. Lessee shall not have the right to terminate this Lease for convenience. This Section 10.06 shall survive termination of this Agreement.

10.07 Rights Upon Expiration. Upon the expiration, termination or cessation of this Lease for any reason ("expiration"), Lessee, at its own cost and expense, shall be responsible for the removal of all improvements from the Premises unless otherwise agreed upon. In furtherance of the same, and within six (6) months prior to the expiration of this Lease, Lessee shall cause to be made, executed, and delivered to Lessor an instrument to guarantee the removal of all improvements from the Premises. Such instrument may be in the form of a performance bond, letter of credit or such other instrument that is mutually acceptable to Lessee and the Director and shall be in place until removal of all improvements.

The removal of all improvements, including the submittal of an environmental assessment and any required remediation of the Premises, as described below, shall be completed within one hundred eighty (180) days from the expiration of this Lease.

No later than thirty (30) days after the complete removal of improvements, Lessee, at its own cost and expense, shall submit to the Lessor a written copy of a current environmental site assessment of the Premises. The environmental assessment must be acceptable to Lessor; and if, in the sole opinion of Lessor, the Premises shall require environmental remediation, Lessee shall perform any work as is necessary to cause the Premises to be in compliance with applicable Environmental Laws or to return the Premises into a (like new) condition equal or better to that as of the Effective Date of the Lease.

Any occupancy by Lessee for the purposes of removing the improvements, completing the environmental assessment and any required remediation of the Premises shall be subject to the rental due hereunder and provided further that Lessee shall continue to be bound by the terms and conditions of this Lease. Lessee and Lessor agree that this continued tenancy will not be continued as an extension or renewal of the lease term for other than the aforementioned one hundred eighty (180) days.

If Lessee fails to provide the environmental assessment and any required remediation of the Premises, Lessor may provide at Lessee's expense.

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

ARTICLE XI GENERAL PROVISIONS

11.01 Rules, Regulations and Land Use Requirements. This Lease is subject to the terms, covenants and conditions contained in the Rules, Regulations and Land Use Requirements attached hereto as Exhibit "B" and as they may be amended by Lessor from time to time. Lessor reserves the right to revise the standards set forth in Exhibit "B"; provided, however, that such revisions will not, in Lessor's opinion, cause a substantial reduction in the value of Lessee's leasehold interest. Lessor's right to revise the restrictions and covenants contained in Exhibit "B" includes, but is not limited to, the right to revise said document because of the development of new concepts or improved construction and architectural techniques.

11.02 Right of Flight. Lessor reserves unto itself, its successors and assigns, for the use and benefit of the public a right of flight for the passage of aircraft in the airspace above the surface of the Premises, together with the right to cause in said airspace such noise as may be inherent in

the operation of aircraft, now known or hereafter used, for navigation of or flight in the said airspace, and for the use of said airspace for landing on, taking off from or operation on the Airport.

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

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

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

11.04 Notices. All notices provided to be given under this Lease shall be given by certified or registered mail, return receipt requested, postage fully prepaid, addressed to the proper party at the following addresses:

| | | | |
|----------------|----------------------|-----|-------------------------------|
| LESSOR: | City Clerk | and | Director of Aviation |
| | City of El Paso | | El Paso International Airport |
| | 2 Civic Center Plaza | | 6701 Convair Road |
| | El Paso, Texas 79999 | | El Paso, Texas 79925-1091 |

LESSEE: _____

Any notice so given shall be deemed properly delivered, given, served, or received on the date shown for delivery or rejection on the return receipt. Any party may change the address to which notices shall thereafter be given upon five (5) days' prior written notice to all other parties in the manner set forth in this Section.

11.05 Attorney's Fees. If Lessor brings any action or proceedings to enforce, protect or establish any right or remedy under the terms and conditions of this Lease, Lessor shall be entitled to recover reasonable attorney's fees.

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

11.07 Nondiscrimination Covenant. Lessee, for itself, its heirs, personal representatives, successors in interest and assigns, as part of the consideration hereof, does hereby covenant and agree as follows:

- A. That in the event facilities are constructed, maintained, or otherwise operated on the said property described in this Lease for the purpose for which a Department of Transportation (DOT) program or activity is extended or for another purpose involving the provision of similar services or benefits, the Lessee shall maintain and operate such facilities and services in compliance with all other requirements imposed pursuant to 49 CFR Part 21, Nondiscrimination in Federally Assisted Programs of the DOT, and as said Regulations may be amended.
- B. That no person on the grounds of race, creed, color, sex, age, disability or national origin shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of the Premises.
- C. That in the construction of any improvements on, over, or under the Premises and the furnishing of services thereon, no person on the grounds of race, creed, color, sex, age, disability or national origin shall be excluded from participation in, denied the benefits of, or otherwise subjected to discrimination.
- D. That Lessee shall use the Premises in compliance with all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A. Part 21, Nondiscrimination in federally-assisted programs of the Department of Transportation-Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulation may be amended. Lessee shall also comply with the applicable provisions of Section 504 of the Rehabilitation Act of 1973 (P.L. 93-112) and 49 CFR Part 27.
- E. To the extent that, under this Lease, Lessee furnishes goods or services to the public at the Airport, Lessee agrees that it shall:
 - 1. Furnish each and every good and service on a fair, reasonable, and not unjustly discriminatory basis to all users of the Airport, and
 - 2. Charge fair, reasonable and not unjustly discriminatory prices for each unit or service, provided that Lessee may be allowed to make reasonable and nondiscriminatory discounts, rebates, or other similar types of price reductions to volume purchasers as otherwise permitted under the law.
- F. That, in the event of breach of any of the above nondiscrimination covenants, Lessor shall have the right to terminate this Lease and re-enter and repossess the Premises and the improvements thereon, and hold the same as if said Lease had never been made or issued.

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

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

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

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

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

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

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

11.14 Survival of Certain Provisions. All provisions of this Lease which expressly or impliedly contemplate or require performance after the expiration or termination of this Lease for the benefit of Lessor hereunder shall survive such expiration or termination of this Lease, including without limitation, the indemnification provisions of Sections 3.03 and 6.05.

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

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

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

11.17 Subordination of Lease. All rights granted in this Lease shall be subordinate to the rights in any deed from the United States to Lessor. This Lease shall further be subordinate to the provisions of any existing or future agreements between Lessor and the United States relative to the operation and maintenance of the Airport, the execution of which has been or may be required as a condition precedent to the expenditure of federal funds for the development of the Airport. Should the effect of such agreement with the United States Government be to substantially destroy the commercial value of the Premises; Lessee may cancel this Lease in its entirety.

11.18 Warranty of Suitability. LESSOR DISCLAIMS ANY WARRANTY OF SUITABILITY THAT MAY OTHERWISE HAVE ARISEN BY OPERATION OF LAW. LESSOR DOES NOT WARRANT THAT THERE ARE NO LATENT DEFECTS IN THE FACILITIES THAT ARE VITAL TO LESSEE'S USE OF THE PREMISES FOR THEIR INTENDED COMMERCIAL PURPOSE NOR THAT THESE ESSENTIAL FACILITIES WILL REMAIN IN A SUITABLE CONDITION. LESSEE LEASES THE PREMISES "AS IS", WHETHER SUITABLE OR NOT, AND WAIVES THE IMPLIED WARRANTY OF SUITABILITY.

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

11.20 Independence of Lease. It is understood and agreed that nothing herein contained is intended or should be construed as in any way creating or establishing a partnership relationship between the parties hereto, or as constituting Lessee as the agent, representative or employee of Lessor for any purpose or in any manner whatsoever. Lessee is to be, and shall remain, an independent contractor with respect to all services performed hereunder.

11.21 Effective Date. Regardless of the date signed, this Lease shall be effective as of the date first noted on the Title Page.

[SIGNATURES BEGIN ON THE FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties have approved this Lease on the date first noted above.

LESSOR: CITY OF EL PASO, TEXAS:

Joyce A. Wilson
City Manager

APPROVED AS TO FORM:

Theresa Cullen
Deputy City Attorney

APPROVED AS TO CONTENT:

Monica Lombraña, A.A.E.
Director of Aviation

ACKNOWLEDGMENT

THE STATE OF TEXAS)
)
COUNTY OF EL PASO)

This instrument was acknowledged before me on this ____ day of _____, 2011,
by Joyce A. Wilson as City Manager of the City of El Paso, Texas ("Lessor").

Notary Public, State of Texas

My Commission Expires:

Doc. No. 64205v3 (5/27/11)
Doc. Name: fuel processing lease Montana/RFP1
Doc. Author: TCUL

[SIGNATURES CONTINUE ON THE FOLLOWING PAGE]

ATTEST:

LESSEE: _____

Printed Name: _____

Printed Name: _____
Title: _____

ACKNOWLEDGMENT

STATE OF _____)

COUNTY OF _____)

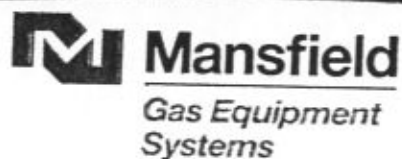
This instrument was acknowledged before me on this _____ day of _____, 2011 by _____, as _____, of _____ (Lessee).

Notary Public, State of _____

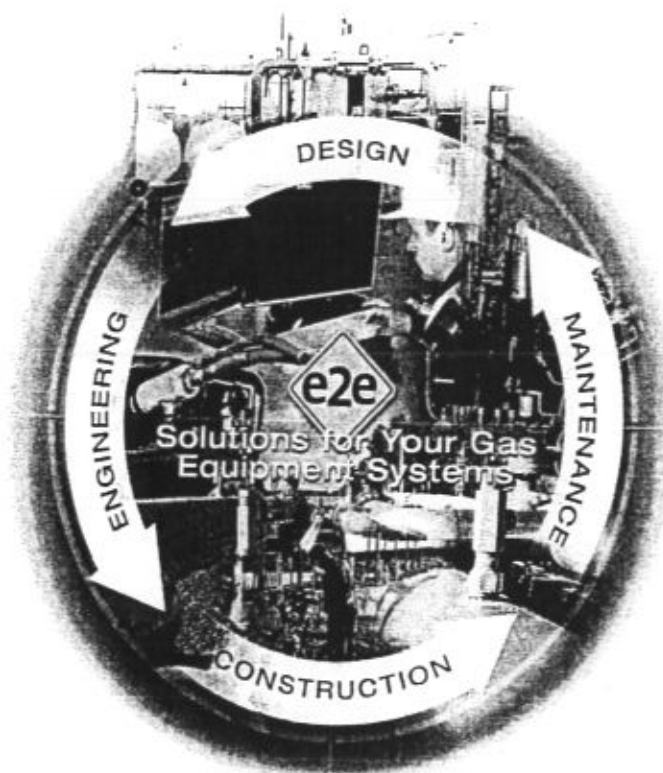
My Commission Expires:

Attachment B

Proposal from Mansfield Gas Equipment Systems Corporation (MGES) dated April 25, 2012



CITY OF EL PASO, TEXAS



FUEL PROCESSING PROVIDER-COMPRESSED NATURAL GAS (CNG) FUEL
FOR CITY VEHICLES AND RELATED LEASE OF CITY PROPERTY FOR
NATURAL GAS FUEL PROCESSING FACILITY

SOLICITATION NUMBER 2012-182R

Due Date April 25, 2012 2:00PM MT

Corporate - 1025 Airport Parkway, SW - Gainesville, GA 30501
Headquarters - 4280 E. Lowell Street, Ontario, CA 91761-1529
Phone 1.800.695.6626 · Fax 678.207.3106 · mgesbids@mansfieldoil.com

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April 23, 2012

City of El Paso
Engineering and Construction Management Department
Contract Compliance
2 Civic Center Plaza, 4th Floor
El Paso, TX 79901

RE: Solicitation No. 2012-182R, Fuel Processing Provider-Compressed Natural Gas (CNG) Fuel for City Vehicles and Related Lease of City Property for Natural Gas Fuel Processing Facility

Dear Sir or Madame,

Mansfield Gas Equipment Systems Corporation (MGES), a wholly owned subsidiary of Mansfield Energy Corporation, appreciates the opportunity to participate in your Solicitation No. 2012-182R. MGES's broad industry capabilities enable the development of comprehensive and reliable gas compression, storage and dispensing solutions. As reflected in our company overview, the MGES team has engineered, supplied, constructed and maintained more than 170 CNG fueling station projects for customers spanning the government, transit, industrial and school transportation sections. MGES projects represent nearly 20% of CNG stations in operation today.

Enclosed is our submission package reflecting our response to this solicitation. All pricing is based on volumes and usage provide in the solicitation. Mansfield Gas Equipment Systems is willing to enter into lease agreements for the Airport, Lift and MSC sites "in substantially the same form", as the sample leases provided in the solicitation.

Please feel free to contact with any questions or need for additional information.

Sincerely,



J. Alexander
President – Mansfield Energy Corporation
Vice President/Treasurer – Mansfield Gas Equipment Systems

Enclosures

PRICING

RFP 2012-182R and Amendments 1 through 5 express several criteria for the size and configuration of the CNG compression facilities. Mansfield assumes the City of El Paso desires for each of the CNG compression facilities to satisfy the most stringent of the criteria described in the RFP and Amendments 1 through 5. Smaller compressor arrangements might satisfy some of the criteria, but would not be totally compliant with the requirements of the RFP and Amendments 1 through 5.

Amendment 2, near the bottom of Page 15, requires 25% redundancy based on the number of compressors. Amendment 2, Page 13 implies that 25% redundancy is to be based on capacity because it says the redundant capacity at the Airport Site must be a minimum of 1,338 scfm, which is 25% of the minimum base capacity of 5,352 scfm. A similar criterion for the Lift Site is found in Answer 11 in Amendment 4 and Answer 34 in Amendment 5. To assure compliance with the RFP and the Amendments, we selected equipment that will provide at least 25% redundancy based on both the number of compressors and the fueling capacity.

MOST STRINGENT CRITERIA

Mansfield's bid is based on the most stringent criteria in the RFP.

Smaller equipment might satisfy some criteria, but would not be totally compliant with the RFP.

REDUNDANCY

Mansfield's bid is based on at least 25% redundancy based on both number of compressors and CNG capacity.

Based on our prior experience, we know that vehicles are likely to have a small amount of residual fuel in their tanks when they return to the maintenance facility for refueling. Most of our clients report that vehicles refuel when they are 80% empty. The City of El Paso's Answer 11 in Amendment 4 and Answer 34 in Amendment 5 confirm that 80% is appropriate for use in computation of refueling requirements.

AIRPORT SITE

This is a comparison of the various criteria for the size and configuration of equipment at the Airport Site.

- Amendment 2, Page 13 and Answer 33 in Amendment 5 state that the Airport Site must be of sufficient size to fuel 4 large buses simultaneously in 15 minutes. Amendment 2, Page 13 says the capacity of each bus is 22,300 scfm. The RFP states that para-transit buses return 80% empty, but it is silent as to the percent of emptiness for large buses. To be safe, we assumed large buses would be 90% empty when they refuel. So, 4 buses times 22,300 scf/bus, times 90% empty tanks, and then divided by 15 minutes/hour indicates that the base capacity should be 5,351 scfm. This validates Page 13 of Amendment 2 that says the minimum base capacity is 5,352 scfm.
- Amendment 2, Pages 13 and 14 state that the maximum consumption per year at the Airport Site will be 4,087,588 DGE for buses plus 237,054 DGE for support vehicles for a total of 4,324,642 DGE; so divide that amount by 52 weeks/year, then divide by 7 days/week, then divide by 10 operating hours/day, then divide by 60 minutes/hour, and finally multiply by 139 scf/DGE to determine that the base capacity required to meet the annual consumption is 2,752 scfm.
- Amendment 4, Answer 2 states that the facility must be able to fuel 20 to 25 buses per hour. By multiplying 25 buses times 60 DGE/bus, then dividing by 60 minutes/hour, and finally multiplying by 139 scf/DGE we computed that the base capacity required is 3,475 scfm.

Most stringent criteria:

To satisfy the most stringent of the criteria summarized above, the Airport facility must provide a base capacity of at least 5,352 scfm and a redundant capacity of 1,338 scfm.

Mansfield's bid is based on three 1,800 scfm base load compressors and one 1,800 scfm standby compressor for a total capacity of 7,200 scfm. This arrangement exceeds both the base size and redundant size required by the most stringent of the RFP criteria.

Mansfield's bid includes three base load compressors and one standby compressor of equal size, so the proposed system has 33% redundancy based on the number of compressors and 25% redundancy based on capacity.

LIFT SITE

This is a comparison of the various criteria for the size and configuration of equipment at the Lift Site.

- Amendment 2, Page 14 states that the Lift Site must be of sufficient size to fuel 4 para-transit vehicles simultaneously in 5 minutes. Answer 8 in Amendment 4 states the average fill is 12 DGEs. We computed 4 vehicles, times 12 DGE/vehicle, times 139 scf/DGE and then divided by 5 minutes to determine that the base capacity should be 1,334 scfm.
- Amendment 2, Page 14 states the minimum base capacity is 100 scfm; but Answer 11 in Amendment 4 and Answer 34 in Amendment 5 changed the base capacity to 1,906 scfm and the total capacity to 2,400 scfm. That means the redundant capacity should be 494 scfm.
- Amendment 2, Page 14 states that the Lift Site must be of sufficient size to fuel 65 vehicles twice per day in a 6.5 hour period; so 65 vehicles times 12.1 scf water, times 296 cf gas/cf water, times 80% empty tank, times 2 fillings/day, divided by 6.5 hours/day, and then divided by 60 minutes/hour indicates the base capacity should be 955 scfm.
- Amendment 2, Page 14 states that the maximum consumption per year at the Lift Site will be 967,120 DGE; so divide that amount by 52 weeks/year, then divide by 7 days/week, then divide by 6.5 operating hours/day, then divide by 60 minutes/hour, and finally multiply by 139 scf/DGE indicates the base capacity required to meet the annual consumption is 947 scfm.

Most stringent criteria:

To satisfy the most stringent of the criteria summarized above, the Lift facility must provide a base capacity of at least 1,906 scfm and a redundant capacity of 494 scfm.

Mansfield's bid is based on three 636 scfm base load compressors and one 636 scfm standby compressors for a total capacity of 2,544 scfm. This arrangement exceeds both the base size and redundant size required by the most stringent of the RFP criteria.

Mansfield's bid includes three base load compressors and one standby compressors of equal size, so the proposed system has 33% redundancy based on the number of compressors and 34% redundancy based on capacity.

Note: Based on our prior experience, the criterion for fueling 4 para-transit vehicles simultaneously in 5 minutes appears to be excessive. If so, it may unnecessarily drive the cost of compression per DGE to be higher than necessary. We look forward to discussing this issue with the City of El Paso during the interview process and during the preliminary engineering phase. ←

MSC SITE

This is a comparison of the various criteria for the size and configuration of equipment at the MSC Site.

- Amendment 2, Page 16 states that the MSC Site must be of sufficient size to fuel 7 refuse vehicles/day in an 8 hour period; so 7 vehicles times 75 gallons/vehicle, times 80% empty tank, times 139 scf/gallon, divided by 8 hours/day, and then divided by 60 minutes/hour indicates the base capacity should be 121 scfm.
- Amendment 4, Answer 14 states that the MSC Site must be of sufficient size to fuel 22 refuse vehicles/day in an 8 hour period; so 22 vehicles times 75 gallons/vehicle, times 80% empty tank, times 139 scf/gallon, divided by 8 hours/day, and then divided by 60 minutes/hour indicates the base capacity should be 382 scfm.
- Amendment 2, Page 15 states the minimum base capacity is 50 scfm.
- Amendment 2, Page 15 states that the MSC Site must be of sufficient size to fuel 1 refuse vehicle in a 20 minute period so 1 vehicles times 75 gallons/vehicle, times 80% empty tank, times 139 scf/gallon, and then divided by 20 minutes/hour indicates the base capacity of 417 scfm or a combination of compressors and storage vessels sufficient to fast-fill one vehicle with 75 gallons in 20 minutes which requires 8,340 scf in 20 minutes. Amendment 2, Page 15 also states that the MSC Site must be of sufficient size to fuel 1 refuse vehicle in a 20 minute period with a recovery time of 60 minutes; so 1 vehicles times 75 gallons/vehicle, times 139 scf/gallon, and then divided by 60 minutes/hour indicates the base capacity should be at least 173 scfm.
- Amendment 4, Answer 16 states that the maximum consumption per year at the MSC Site will be 132,000 DGE; so divide that amount by 52 weeks/year, then divide by 4 days/week, then divide by 8 operating hours/day, then divide by 60 minutes/hour, and finally multiply by 139 scf/DGE indicates the base capacity required to meet the annual consumption is 184 scfm.

Most stringent criteria:

To satisfy the most stringent of the criteria summarized above, the MSC facility must provide a base capacity of at least 382 scfm and a redundant capacity of 104 scfm, and the capacity to fast-fill one 75 gallon vehicle in 20 minutes which requires 8,340 scf in 20 minutes.

Mansfield's bid is based on two 395 scfm compressors and an 11,650 scf storage vessel. One compressor produces 7,900 scfm in 20 minutes and 3,844 scfm of the storage capacity (33%) is available for fast-fill, so this combination of equipment can provide 11,744 scf for fast-fill, which is more than sufficient to meet the requirement of 8,340 scf in 20 minutes. This equipment arrangement exceeds the redundant size required by the most stringent of the RFP criteria.

Mansfield's bid includes a base load compressor and a standby compressor of equal size, so the proposed system has 100% redundancy based on the number of compressors and 100% redundancy based on capacity.

BID PRICES

The following table is Mansfield's bid for the equipment configurations described above. All prices are in units of dollars per DGE of CNG.

| Size and Configuration | <u>Airport</u> | <u>Lift</u> | <u>MSC</u> |
|------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------|
| | Three 1,800 scfm base load compressors plus one 1,800 scfm standby compressor for a total of 7,200 scfm. Also includes standby generator for 100% of base load. | Three 636 scfm base load compressors plus one 636 scfm standby compressors for a total of 2,544 scfm. Also includes standby generator for 100% of base load. | One 395 scfm base load compressor plus one 395 scfm standby compressor for a total of 790 scfm. Also includes standby generator for 100% of base load. |
| Electrical | \$0.0086 | \$0.0699 | \$0.1081 |
| Natural Gas* | \$0.0521 | N/A | N/A |
| Operations | \$0.0088 | \$0.0042 | \$0.0164 |
| Maintenance | \$0.0401 | \$0.0516 | \$0.1935 |
| Capital | \$0.1720 | \$0.2943 | \$1.2620 |
| Debt Service | \$0.0531 | \$0.0909 | \$0.3896 |
| Total | \$0.3346 | \$0.5108 | \$1.9696 |

*Natural Gas Cost reflecting above for Airport Site is the cost to run the natural gas driven compression equipment at this site.

Mansfield is in agreement with the City's willingness to negotiate future increases in the Electrical and Natural Gas component pricing noted above if new electric or gas rate tariffs are adopted that increase the operation cost of the Fuel Compressing Station. If a new tariff is adopted, the City will increase the applicable portion of the volumetric rate (gas or electric) by the percentage that the new tariff increased.

For the Operations, Maintenance, Capital and Debt Service component pricing (which is not related to utilities), the pricing may be escalated on an annual basis on the anniversary of the contract based on the U.S. City Average All Urban Consumer Price Index (CPI).

With the RFP providing volume for eleven (11) fiscal years, 2013-2023, and the initial contract period being ten (10) years, Mansfield used the volume reflected based on the contract period of ten (10) years as noted in the RFP for fiscal years 2013-2022 for each site to calculate the rates per DGE noted above. The total volumes used to calculate the rate per DGE for each site are as follows:

Airport Site – 36,433,670 DGE
 Lift Site – 8,687,235 DGE
 MSC Site – 1,062,941 DGE

IMPLEMENTATION PLAN

Mansfield has well-established procedures for designing, constructing, commissioning, and maintaining CNG Facilities. This Implementation Plan is the result of "lessons learned" on prior projects and "best practices" learned from peer organizations. Our procedures are constantly evolving because every project provides additional knowledge for use on future projects. The narrative below describes Mansfield's Preliminary Implementation Plan for the El Paso CNG Compression Facilities.

PROGRAMMING

When Mansfield designs a CNG facility, the process begins with a careful study of our client's needs. We meet with our client to review its project objectives. We then prepare a written statement of our understanding of the scope of work. We ask our client to red-mark the document and return it to us. This assures a "meeting of the minds" before work begins. Programming is the activity of determining the needs we are to fulfill. In order for a project to succeed, it must be rooted in a thorough understanding of the user's needs, the constraints and other goals of the project. While our clients often stipulate many programming requirements at the outset, other needs and constraints may not be immediately obvious. Without a thorough up-front exploration of the program, a significant issue may not be discovered until later in the project when it will be much more expensive and time-consuming to address. A less obvious, but equally important failure is not recognizing more subtle needs — things that may be ignored by everyone throughout the project and may never be realized. It is attention to these more subtle needs that makes the difference between an okay project and a great project.

Based on RFP 2012-182R, we have prepared the following preliminary program which can be the basis for discussion at the initial programming meeting of Mansfield and City of El Paso personnel. We will be receptive to suggestions and comments from City Engineering, Sun Metro, Environmental Services, EPIA, and other stakeholders so that the final programming report satisfies the City of El Paso's requirements.

We suggest that readers refer to the preliminary programming drawings that we prepared as they read the following paragraphs. Our drawings, which are located in the Appendix of this proposal, are intended to show the thought process that we went through as we prepared our bid.

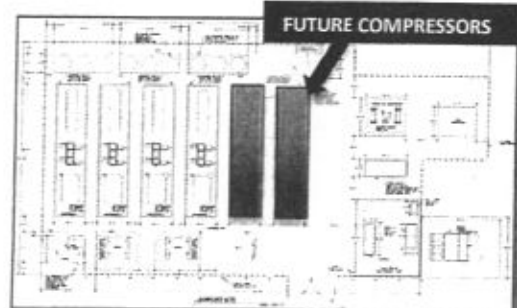
Airport Site

We anticipate providing four 1,800 scfm natural gas driven compressors (three primary compressors and one stand-by compressor), nine 48-inch diameter storage vessels, two dryers, and a 275 kW emergency generator. Although the compressors will be driven by natural gas, the emergency generator is needed to assure power for auxiliary loads such as controls, area lighting, and accessory equipment. We will erect a neat-appearing chain link fence around the CNG equipment site. Inside the fence, we will construct a small storage building in which we will store spare parts for all three sites. We will connect the control systems to our nation-wide digital monitoring system so our staff can remotely monitor performance around the clock.

The compression capacity in our preliminary plan for the Airport Site exceeds the RFP requirement by almost 10%. We are also providing space for future expansion to more than 60% above the RFP requirement.

The RFP requires a base capacity of 5,352 scfm plus redundant capacity of 1,338 scfm for a total of 6,690 scfm. We plan to provide a base capacity of 5,400 scfm plus a redundant capacity of 1,800 scfm for a total of 7,200 scfm. This will allow us to fulfill the RFP requirement for simultaneously fueling four large buses in 15 minutes and fueling the entire fleet in 10 hours.

We also plan to make provisions now to accommodate Sun Metro's future growth and/or installation of a public access retail station. This sketch shows two future compressors, but even more can be added if required. Mansfield looks forward to entering into negotiation to lease the site on the southwest corner of the Sun Metro facility so we can erect and operate a public access station.



Lift Site

We anticipate providing four 636 scfm electric driven compressors (three primary compressors and one stand-by compressor), three 48-inch diameter storage vessels, a dryer, and a 600 kW emergency generator. The generator has been sized for 100% of the compressors' peak demand. We will erect a neat-appearing chain link fence around the CNG equipment site. We will connect the control systems to our nation-wide digital monitoring system so our staff can remotely monitor performance around the clock.

The RFP requires a minimum capacity of 100 scfm and the ability to fuel four vehicles in less than 5 minutes and 65 vehicles twice per day. Our preliminary design will provide 2,544 scfm, which will allow us to fill more vehicles than stipulated in the RFP.

We are particularly interested in Sun Metro's comments about the preliminary Lift Site drawings provided in the Appendix to this proposal. We recognize that modifications may be necessary to accommodate bus traffic patterns, so we will be very receptive to Sun Metro's suggestions.

The City may wish to consider acquiring a small part of the adjacent PSB property so the compressors can be located outside the Lift Facility's property line. In fact, Mansfield has already had introductory conversations with EPWU about the possibility of constructing a public access station on PSB property.



MSC Site

We anticipate providing two 395 scfm electric driven compressors (one primary compressor and one stand-by compressor), a 48-inch diameter storage vessel, a dryer, and a 125 kW emergency generator. The generator has been sized for 100% of the compressor's peak demand. We will erect a neat-appearing chain link fence around the CNG equipment site. We will connect the control systems to our nation-wide digital monitoring system so our staff can remotely monitor performance around the clock. The RFP requires a minimum capacity of 50 scfm and the ability to fuel seven vehicles in eight hours and one vehicle in 20 minutes. Our preliminary design will provide 790 scfm, which will allow us to fill more vehicles than stipulated in the RFP.

DESIGN

Mansfield has retained Bath Engineering Corporation to coordinate the design of the El Paso CNG Compression Facilities. Bath is an El Paso based firm that has 55 years of experience designing fuel handling facilities. It has specific knowledge of CNG compression, local and state codes/requirements, and City of El Paso procedures for plan review and permitting. Bath will also provide on-site maintenance services when the facilities are placed in service; so, Bath has a particular interest in designing a reliable, trouble-free project.

Schematic Design

After the Programming procedure described above, our focus will shift from defining the issues to solving the issues. During the schematic design phase, we will produce drawings showing the "high level" design. Here, minor details will be ignored so we can focus on creating a coherent solution that encompasses the project as a whole. We will generate single-line drawings showing general equipment layout, utility requirements, and site constraints. The deliverables from the schematic phase allow the City of El Paso to provide additional direction before the design is committed.

Design Development

During the design development phase, the general design will be refined into a specific design. Individual items of equipment will be selected and individual process systems will be designed. This phase of the project is where the heavy engineering computations will take place. Major pipe and conductor sizes will be determined, equipment will be placed, and foundations will be defined. A detailed life-cycle cost analyses will be prepared so comparisons of initial capital cost and life-cycle cost can be made for several equipment or system options.

Construction Documents Design

At this phase of the design process, the focus will shift from designing systems to communicating the design to construction personnel. Details will be added to the drawings and specifications will be produced. Items such as landscaping, coordination of colors (especially important at the Airport site so the CNG Facility and Sun Metro's new buildings are cohesive in appearance), site drainage, and coordination with FAA and other agencies will be resolved during this phase. Then, the final design package will be submitted to the City's Plan Review Department for permitting.

CONSTRUCTION

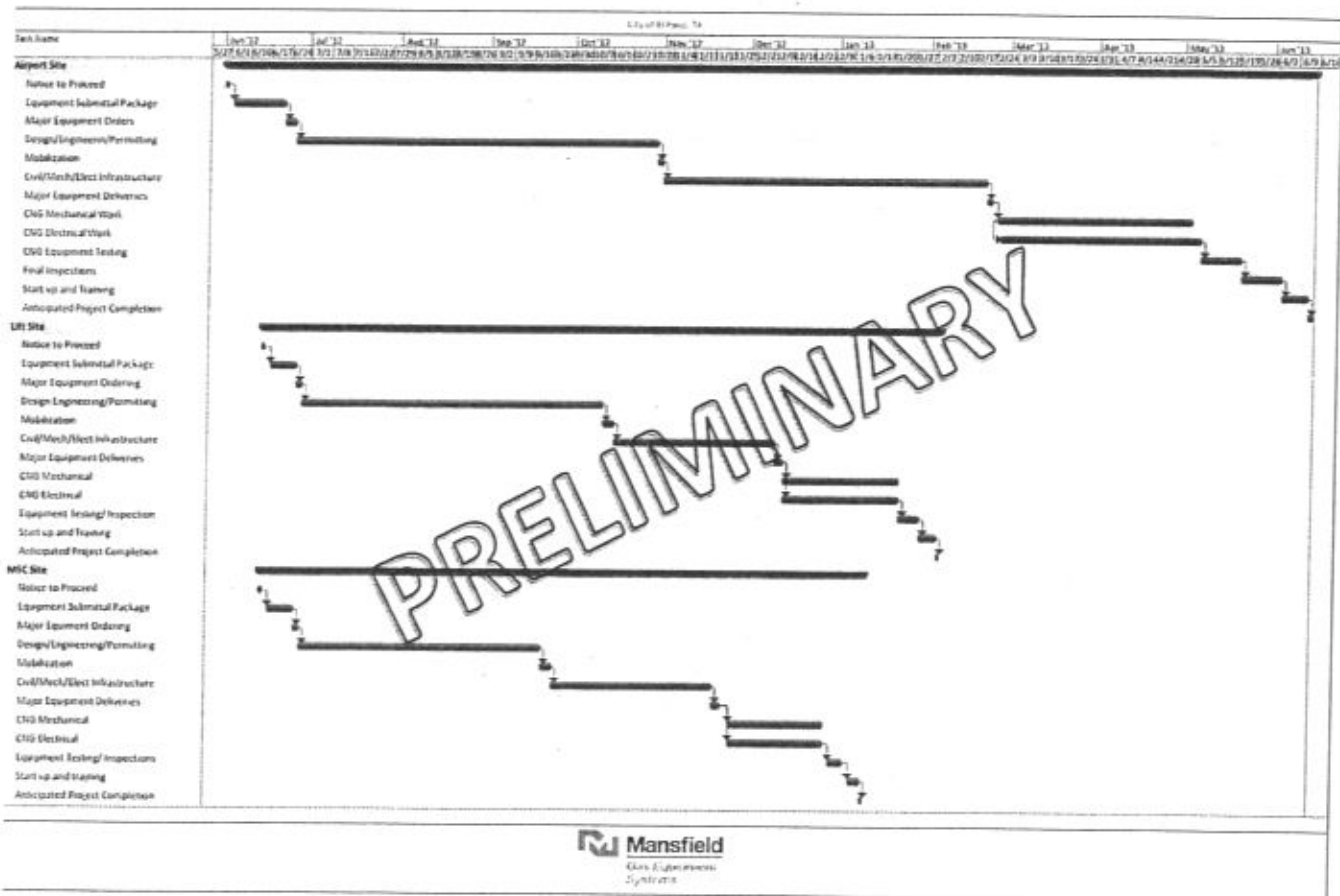
Some CNG companies perform all craftwork with out-of-town personnel. Other companies subcontract all construction work to third parties. Mansfield prefers to blend its national experts with local craft talents to create an optimum construction team. Our in-house construction personnel have participated in the construction of more than 170 CNG compression facilities, so they are experts in the field. But, we realize that local craftsmen understand regional building conditions and traditions, so we always "buy local" by retaining a premium local contractor.

We have retained The Garick Group, Inc. (also known as Garick Construction Company) for site work, construction of foundations, and installation of electrical equipment and systems. This is a significant portion of the construction work; so many dollars will remain in the El Paso economy. Our own CNG experts will temporarily move to El Paso to install and commission the CNG equipment. They have knowledge of the safety and code requirements related to this specialty field.

Mansfield and its design engineer, Bath Engineering Corporation, will be very active during the construction phase. Construction management and engineering staff members will oversee scheduling and construction quality control. They will also record as-built conditions so future modifications can benefit from accurate as-built information.

Construction Schedule

Mansfield understands that the compression facility at the Airport site must be ready for use when Sun Metro occupies the new maintenance facilities in August 2013. Based on equipment delivery dates provided by our vendors and our understanding that the City will issue notice to proceed by June 1, 2012, we are confident that **we can beat the deadline**. The preliminary Gantt chart below shows the anticipated sequence of work.



Preliminary Gantt charts for all three locations are provided in the Appendix.

COMMISSIONING

After the Compressed Natural Gas facilities are constructed, they will be started and tested. Specific functional tests will be performed to prove control and safety sequences. Then, trial fueling by factory-authorized commissioning agents will be performed.

After systems have been successfully started, tested, and commissioned, Mansfield will train the City of El Paso's users and operators. Training will address safety, fire department criteria, basic fueling, and emergency procedures.

MAINTENANCE

Mansfield understands why the City of El Paso demands that the CNG Compression Facilities be reliable. Sun Metro's buses and the City's solid waste vehicles must have fuel to operate every day, even when compressors fail or power outages occur.

The three keys to reliability are 1) excellent equipment, 2) stand-by equipment, and 3) an active preventive maintenance program. Mansfield will address the first key by purchasing high-quality compressors and generators from known manufacturers. Mansfield will address the second key by providing a stand-by compressor and a stand-by generator at each site.

Mansfield will address the third key by retaining Bath Engineering Corporation to provide two CNG Compression Technicians who will be based in El Paso and will be on-call 24 hours per day and 365 days per year. The CNG Compression Technicians will receive current factory-training to augment their career experience. The training will focus on the specific equipment provided for the El Paso CNG Compression Facilities, so both technicians will be factory-certified by equipment manufacturers. The City of El Paso will be provided with local cell phone numbers so the technicians can respond to emergency calls within two hours.

Two factory-certified CNG Compression Technicians will be based in El Paso will be on-call 24 hours/day and 365 days/year.

A CNG Compression Technician will be on-site at each of the three El Paso facilities every workday. He will provide daily/weekly/monthly preventative maintenance to minimize the potential for unexpected equipment failures. He will monitor run hours to make sure that compressors receive equal wear and he will exercise electric emergency generators once each week to make sure they are in good condition. The alternate technician will be on call to assure Mansfield's preventive maintenance program is implemented even when the primary technician is on vacation or unavailable due to illness.

They will respond to emergency calls within two hours.

Mansfield will maintain an inventory of lubricating oils, filters, cleaning supplies and manufacturer-recommended spare parts in the storage building at the Airport Site (see the Spare Parts List elsewhere provided in the Appendix). Mansfield's national experts will travel to El Paso to perform scheduled rebuilds and emergency service.

A paperless maintenance tool will be used to monitor the status of maintenance in real-time. Digital information will be transmitted to a database in the cloud. This program brings advanced technology to the maintenance process. Because it operates in real-time, the project delivery team members (including Mansfield management, the on-site CNG Maintenance Technicians, equipment manufacturers, and City personnel) will be able to view accurate, up-to-date reports at any time from any location. There will be no need for time-consuming searching for data on handwritten field notes because maintenance results will be recorded directly on iPads or PDAs. The name of the person recording information and the date/time will be recorded with each entry. Photographs of equipment and data logging results will be saved digitally. Alarms and data readings will be recorded automatically. Reports will always be up to date with current information.



Manufacturers' service, operations, and maintenance manuals will be maintained on-site in hardcopy format and they will be accessible in PDF format from the maintenance database. Daily instrument readings and preventive maintenance checklists will be recorded digitally. Reports generated by the software will include histograms and trend lines.

PROJECT MANAGEMENT PLAN

SCOPE OF WORK

Mansfield is prepared to design, construct, commission, operate, and maintain the El Paso CNG Compression Facilities located at and referred to as the Airport, Lift and MSC sites. Mansfield has visited each of the sites, met with project stakeholders, prepared preliminary site layouts and P&IDs, made preliminary equipment selections and confirmed delivery times, secured a source of natural gas, met with El Paso Electric Co., and arranged for local maintenance personnel.

The scope of work is the design, construction, and operation of CNG compression stations at the City of El Paso's Airport, Lift, and MSC sites. The stations will be located on property leased from the City of El Paso. Costs will be recovered through a fee charged for each Diesel Gallon Equivalent (DGE) during a 10- year period with a 5-year contract extension option.

Mansfield will be responsible for providing reliable service 24 hours per day and 365 days per year. Reliability will be assured by 1) providing an extra compressor at each site, 2) providing an emergency generator at each site, 3) providing a factory-certified CNG technician to perform preventive maintenance at each site each work day, and 4) maintaining a local inventory of spare parts.

PROJECT MANAGER

Scott Trimble, who will lead Mansfield's project team, personally selected team members to create a highly qualified project organization. Mr. Trimble is recognized in the CNG community as an expert in the area of CNG compression station design. He has been coordinating design and construction of Mansfield's fast-fill and time-fill CNG compression stations since 2007. He has completed more than one hundred projects.

Mr. Trimble selected Bath Engineering Corporation to serve as Mansfield's design engineer and maintenance contractor. Phillip Rothstein, P.E. will serve as lead engineer and project manager for Bath. Mr. Rothstein has 42 years of experience in construction, engineering, and commissioning. Throughout his career, Mr. Rothstein has worked at the forefront of the energy business. First, on facilities designed to make gasoline safer by removal of lead, then on a development of the huge Alaskan North Slope, then on offshore projects in the North Sea and Gulf Coast, then on a shale oil mine, and more recently on each of the City of El Paso's LNG/CNG facilities for Sun Metro. In 1989, Mr. Rothstein joined Bath Engineering Corporation in the position of Principal and Senior Engineer. In this capacity, he managed projects in Texas, New Mexico, Arizona, California, Utah, Washington, and Oregon, as well as several foreign locations such as Thailand, France, and Mexico. In El Paso, Mr. Rothstein managed the design Sun Metro's first LNG/CNG facility in 1995 at Union Depot. Later, Mr. Rothstein managed the modification of the Union Depot facility when Sun Metro transitioned from LNG to CNG buses. Mr. Rothstein also managed the design of the LNG/CNG fueling center at Sun Metro's Lift Facility.

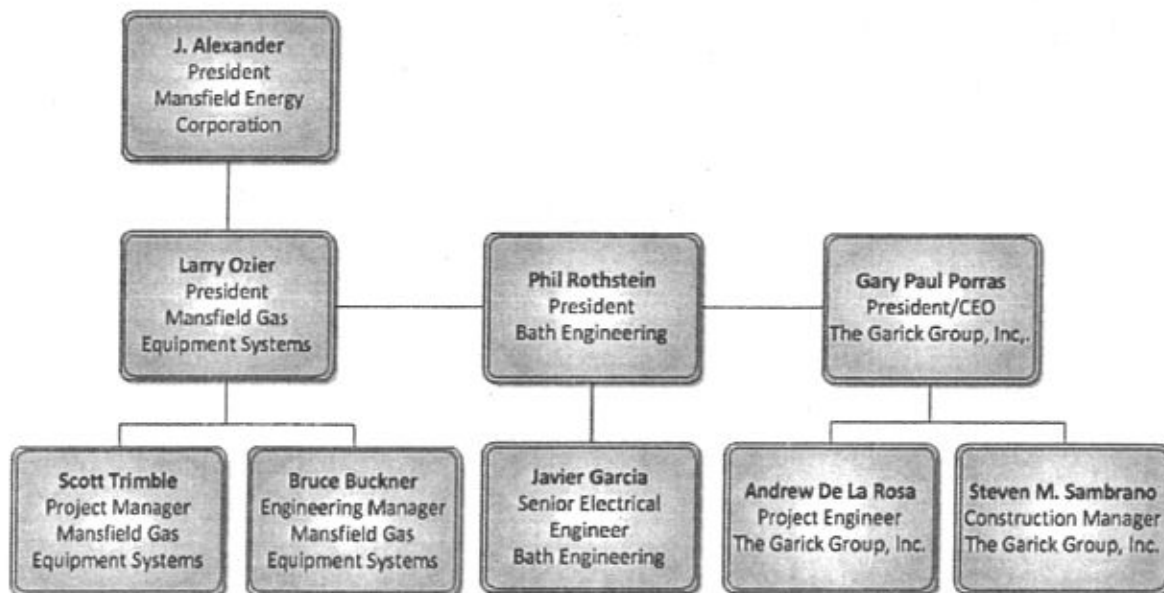
Mr. Trimble selected The Garick Companies, Inc. to serve as Mansfield's local construction company. Garick has been the leader in its industry since its inception in 1977. The company has enjoyed great success with national and regional contracting firms on projects throughout the United States. Mr. Steve Sambrano will provide project management for the El Paso CNG Compression Facilities.

Mr. Trimble is based in Ontario, California. Mr. Rothstein and Mr. Sambrano are based in El Paso. Each of them works on projects nationwide.

OTHER PROJECT TEAM MEMBERS & ROLES

Other team members for this project include:

- J. Alexander – President- Mansfield Energy Corporation; VP/Treasurer - Mansfield Gas Equipment Systems
- Larry Ozier – President - Mansfield Gas Equipment Systems
- Bruce Buckner – Sr. Engineer and Operations Manager - Mansfield Gas Equipment Systems
- Phil Rothstein – President - Bath Engineering
- Javier Garcia, P.E., LEED AP – Sr. Electrical Engineer - Bath Engineering Corporation
- Gary Paul Porras, President - The Garick Group, Inc.
- Steven M. Sambrano, Construction Manager, The Garick Group, Inc.
- Andrew De La Rosa, Project Engineer, The Garick Group, Inc.



As requested, we have included in this proposal, the resumes for each team member listed above.

RESUMES

Scott Trimble



Employer

Mansfield Gas Equipment Systems

Position

Business Development Manager

Project Manager

Employment:

5 years - Mansfield

14 years - with other firms

Mr. Trimble has more than 10 years of design and construction experience including CNG compression and storage, CNG refueling systems, methane detection systems, and CNG control systems.

His expertise includes cost estimating, cost control, cash flow forecasting, project scheduling, procurement, design, design management and construction coordination.

- Azusa USD, CA
- Avery Petroleum, CA
- Bear Valley USD, CA
- Burrtec Waste, Inc., CA
- City of Cathedral City, CA
- City of Chowchilla, CA
- Clear Creek ISD, TX
- City of Grand Junction, CO
- City of Holtville, CA
- Mansfield ISD, TX
- MBTA Twenty-Nine Palms, CA
- Perris Union High School District, CA
- City of Pasadena, CA
- Santa Fe ISD, TX
- City of Rancho Cucamonga, CA
- City of Turlock, CA
- Temecula USD, CA
- Santa Fe ISD, TX
- City of Arvin, CA

Mr. Trimble's industry knowledge is based on experience with compressors manufactured by Knox Western, Ariel, Gemini, IMW, Ingersoll Rand, Gardner Denver, TCM, Bowgen; control systems manufactured by GE Fanuc, Murphy, Angi, GESI; CNG storage systems manufactured by Allied, Napsac, CPI, Norton; CNG dispensers manufactured by Angi, Greenfield. TGT, Kraus, Gilbarco; and NG dryers manufactured by Xebec, PSB, Pioneer, PPC.

J. Alexander



Employer

Mansfield Energy Corporation

Position

President

Employment

6 years – Mansfield Energy Corporation

Education

1979 – 1984 University of Memphis,
Memphis, TN

BBA in Accounting, Magna Cum Laud

Other

CPA

EXPERIENCE

11/1/05 – Present - Mansfield Energy Corporation, President

Responsible for all aspects of managing the largest independent wholesale of refined transportation fuels in the US and a top 50 Forbes privately held company.

- Areas of direct daily management
 - Supply
 - Information Technology
 - Government Sales and Operations
 - Transportation
- Areas of oversight and Management
 - New Business Development

9/1/03 – 10/31/05 – J. Alexander, Inc., President and COO

- Financial advisory services on raising capital, software development, operational accounting & process improvement
 - Prepared financial and other offering materials for commercialization of biomass to ethanol venture
 - Lead development and commercialization of software for significant process improvement in transportation fuels distribution
 - Managed transition of operations & accounting relocation of large downstream petroleum company

10/98 – 8/31/02 – TransMontaigne Product Services, Inc., EVP

- Responsible for all trading, operational and accounting functions of downstream supply and trading functions. Company operated 40 plus refined products terminals in the eastern US supply wholesale & delivered fuels to customers

1/92 – 9/98 – Louis Dreyfus Energy North America, VP of Administration (Roswell, GA)/Corporate Analyst (Danbury, CT)

Administration

- Responsible for back office operations, accounting and risk management of downstream terminalling, trading and wholesale refined petroleum operations

Corporate Analyst

- Lead acquisition team in the purchase and consolidation of 3 large heating oil distributors in NE markets
- Lead integration team in the installation of multi-currency systems for US and European operations.

1/84 – 1/92 – Ernst & Young, Senior Manager

- Lead Audit and Consulting engagements with emphasis in commodities and health care.

Larry G. Ozier



Employer

Mansfield Gas Equipment Systems Corporation

Position

President

Employment

1 year – Mansfield Gas Equipment Systems

14 years – Gas Equipment Systems, Inc.

Education

- Eastern Illinois University, Charleston, IL – BS Business Marketing 1970
- Graduate Study Eastern Illinois University

Professional License & Certificates

- General Engineering Contractor – CA 2000 – Current, A-783360
- Environmental Assessment Association Certificates – CEI, CES, CEM, CEC

Experience

3/11 – Present – Mansfield Gas Equipment Systems Corporation – President

1998 - 2011 – Gas Equipment Systems, Inc., President & CEO

- GESI is a fully integrated CNG Fueling Infrastructure Company. GESI designs, supplies, packages compressor skits, constructs and maintains CNG fueling infrastructure nationwide.

1995 – 1998 – NVG Systems, Inc. – Vice President Marketing

- CNG vehicle fuel tank manufacturer. Joined the company as I Operations Manager, Caracas, Venezuela.

1992 – 1995 – Ecotrans Corporation, General Manager

- Originally the largest alternative fuel CNG vehicle conversion technology joint venture company in the US. Joined the JV in Business Development, promoted to Operations Manager the General Manager with P&L responsibility.

1990 – 1992 – Self Employed – Contract Auto Industry Consultant

- Contract clients – Mitsubishi Motor Sales of America, American Suzuki Motor Corporation

1988 – 1990 – Automotive Partners, Inc. – Self Employed, President & CEO

- Retail Auto and Truck Dealership

1985 – 1988 – Mitsubishi Motor Sales of America, National Truck & Fleet Sales Manager

- Initially joined MMSA as the Western Regional Sales Manager Car & Truck

Bruce Buckner



Employer

Mansfield Gas Equipment Systems

Position

Lead Engineer
Senior Engineer

Employment

6 years - Mansfield
30 years - with other firms

Education

Engineering Degree
United Kingdom

EXPERIENCE

Mr. Buckner has 18 years' experience designing and installing CNG stations. He has designed systems ranging in size from 2 scfm to 2600 scfm. His experience is both domestic and international, having overseen projects as far away as Egypt.

Mr. Buckner participated in the construction of the first hydrogen re-fueling station facility at SCAQMD. He also served as Project Manager and Site Engineering Manager for LNG and LCNG projects at Los Angeles International Airport.

The list below identifies some of the many CNG projects designed and/or constructed by Mr. Buckner.

- City of Chula Vista CA, Transit Station
- City of Claremont, CA
- City of Coronado, CA, City Vehicle Fueling Station
- City of Clovis, CA
- Culver City Transit fueling station, CA
- MBTA Joshua Tree, CA
- Oceanside Unified School District, CA
- Duncanville ISD TX
- Los Angeles Airport (LAX), LNG & CNG
- Clovis Unified School District, CA
- City and County of San Francisco, CA, DWP
- Santa Clara Transit, CA
- City of Simi Valley, CA Transit and service vehicles
- So Cal Gas, Downey, CA
- Riverside Transit Authority, Hemet, CA
- City of West Covina, CA
- Kings Canyon Unified School District, CA
- MBTA Twenty-Nine Palms, CA
- LAMTA Bus Transit Stations (2), Los Angeles, CA
- Mansfield ISD TX
- AQMD, Diamond Bar, Hydrogen Station, CA
- Tahoe Area Rapid Transit, CA
- Cairo, Egypt, 3 commercial fueling stations
- Presidio Trust, San Francisco, CA
- City of Banning, CA, Transit and service vehicle

Phillip J. Rothstein, P.E., CxA, LEED AP



Employer

Bath Engineering Corporation

Position

Project Manager
Lead Engineer

Employment

22 years - Bath Engineering Corp.
20 years - with other firms

Education

- BS Mechanical Engineering
- New Mexico State University, 1969
- Masters of Business Administration
- Southern Methodist, 2000

Professional Qualifications

- Professional Engineer - Texas No. 35996
- USGBC - LEED Accredited Professional
- ACG - Certified Commissioning Authority
- ASHRAE - Commissioning Process Management Professional
- Previously licensed as natural gas, plumbing, HVAC, electrical, and/or general contractor in thirteen states

EXPERIENCE

Mr. Rothstein has 42 years of experience in the engineering, construction, and commissioning of fueling systems. His experience includes CNG, LNG, LPG, and liquid fuels.

He began his career as a plumber, but he went on to earn degrees in both mechanical engineering and business administration.

Throughout his career, Mr. Rothstein has worked at the forefront of the energy business. First, on facilities designed to make gasoline safer by removal of lead, then on a development in the huge Alaskan North Slope, then on offshore projects in the North Sea and Gulf Coast, then on a shale oil mine, and more recently on LNG and CNG facilities.

His first professional position was as a design engineer for Brown & Root where he worked on projects for removal of lead from gasoline and the production of petroleum on the Alaskan North Slope. He later managed segments of offshore petroleum platforms in the North Sea and Gulf of Mexico. Mr. Rothstein then joined Commonwealth Corporation as the manager of an international subsidiary where he was responsible for a grassroots shale oil project.

In 1989, Mr. Rothstein joined Bath Engineering Corporation in the position of Senior Engineer. In this capacity, he managed projects in Texas, New Mexico, Arizona, California, Utah, Washington, and Oregon, as well as several foreign locations such as Thailand, France, and Mexico.

Mr. Rothstein managed the design one of the nation's first transit LCNG facilities in 1995. It was the subject of a subsequent Department of Energy case study and was used as a template for LCNG fueling facilities that were built in other cities throughout the United States. That project led to opportunities for Mr. Rothstein to design many other LNG and CNG facilities.

He is skilled in project management including cost control, schedule management, quality control, client relations, coordination of sub consultants, and project commissioning.

Javier Garcia, P.E., LEED AP

Employer

Bath Engineering Corporation

Position

Sr. Electrical Engineer

Professional Qualifications

Professional Engineer - Texas No. 84655

Professional Engineer - New Mexico

14969

USGBC - LEED Accredited Professional

Professional Associations

Council of Engineering Companies

Education

BS Electrical Engineering, University of

Texas at

El Paso, 1991

Employment

11 years - Bath Engineering Corp.

5 years - with other firms

EXPERIENCE

Mr. Garcia has over fifteen years of experience working on municipal projects. He has excellent troubleshooting skills and works well with both design engineers and construction contractors. His expert knowledge of the building codes is a significant asset to project teams.

REPRESENTATIVE PROJECTS

Sun Metro

Mr. Garcia was the mechanical/electrical team leader for the design of Sun Metro's LNG/CNG fueling center at the Lift Facility. He also managed the design of the mechanical/electrical renovation of Union Depot and the renovation of Sun Metro's primary bus maintenance building to address safety requirements for maintaining LNG and CNG vehicles.

VIA Transit

Mr. Garcia provided quality control services for the design of a propane fueling facility and the renovation of a bus maintenance center for VIA Transit in San Antonio.

Western Refinery (formerly Chevron and Texaco Refineries)

Mr. Garcia designed several significant projects at El Paso's only petroleum refinery.

EPWU Pump Stations

Mr. Garcia has designed more than a dozen pump stations for El Paso Water Utilities. Many of the pump stations include standby generators.

El Paso International Airport

Mr. Garcia Designed electrical and security systems for the TSA security inspection area, passenger concourse, operations offices, TSA offices and future lease areas.

University Medical Center

Mr. Garcia is the engineer-of-record for mechanical/electrical systems for this \$300 million hospital project in El Paso. The facility includes gas-driven cogeneration units and standby power generators.

Gary Paul Porras

Employer

The Garick Group, Inc.

Position

President and CEO

Education

Bachelor of Business Administration –
St. Edwards
University, Austin, Texas – May 1994

Professional Qualifications

Master HVAC License
Texas – TXACLA-26098E
New Mexico – NM-21166MM3MM4
Arizona – ROC227116 Classification-K-
39

Professional Associations

Candle Lighters – Board of Directors
2003-2007
Non-Profit Organization Benefitting
Children
with Cancer
AGC of El Paso – Board of Directors
2001-2007
Policy Board Leadership – Contractors
Association
Santo Nino Catholic Church
Finance Council – Fundraising and
Special Projects

EXPERIENCE

Garick Electrical and Mechanical, Inc., has been the leader in its industry since its inception in 1977. The company has enjoyed great success with national and regional contracting firms on major projects which include the U. S. Embassy in Mexico City, U. S. Military Bases, U. S. State and local Government Agencies, Universities and Local School Districts, Hospitals, national and Local Outlet Retail malls, and Housing and Commercial Facilities throughout the United States.

Under the leadership of G. Paul Porras, the corporation has evolved into a diversified company under the name of "The Garick Group, Inc." The Garick Group, Inc. has expanded its client services to include Construction Management and Real Estate Development, in addition to continuing to be the largest and the premier choice for all electrical and mechanical contracting needs for most national and local contractors doing business in this region.

G. Paul Porras continues to lead the company to meet the construction growth challenges presently in this market. Under Paul's leadership, the company has moved forward with new corporate directives. Paul has made significant investments in establishing best practices. His vision and leadership is building a foundation at The Garick Group, Inc. that will meet the current industry growth and the national and local economic challenges.

Steven M. Sambrano

Employer

The Garick Group, Inc.

Position

Construction Manager

Education

B.S., Civil Engineering, Rice University 1977
– 1981

Community Activities

1984 – 1989 Board of Advisors for La Fe Clinic

1987 – 1992 Board of Directors of the Yucca Council of the Boy Scouts of America

1989 – 1994 Board of Directors of the El Paso Symphony Orchestra

1992 – 1997 Board of directors of the Greater El Paso Chamber of Commerce

2001 – Present – Member and Chairman of various committees of the Coronado High School Band Boosters Association
2002 – 2008 Business Advisory Board for the College of Business of the University of Texas at El Paso

2005 Centennial Commission of the University of Texas at El Paso

2007 President of the Board of Directors of El Paso Chapter of The Associated General Contractors

EXPERIENCE

The Garick Group, Inc.

2008 – Present – Construction Management Consultant

SamCorp General Contractors

1993 – 2008 – President

1989 – 1993 – VP/Operations Manager/Chief Estimator

Urban General Contractors

1981 – 1989 – Project Manager/Superintendent/Estimator

PROJECTS

The Outlet Shops at El Paso – had a contract price of \$31,000,000.00 and consisted of 384,000 square feet of retail space with associated canopies and hardscape.

Expansion and Modernization of the El Paso Civic Center – had a contract price of \$22,000,000.00 and consisted of a complete remodel of the existing facility and an addition of 100,000 square feet of meeting and convention exhibit space.

Academic Services Building for the University of Texas at El Paso – had a contract price of \$7,650,000.00 and consisted of a university administration building done in the Bhutanese style of architecture

COMPUTER SKILLS

- Microsoft Windows
- MS Project, Word, Excel, Power Point
- Primavera Project Planner (P#)
- Sure Trace

Andrew De La Rosa

Employer:

The Garick Group, Inc.
El Paso, TX

Position

Project Manager
Project Engineer

Certifications:

U.S. Army Corps of Engineers
Training Course for Construction Quality
Management
OSHA 10-hour Training Course on
Construction Safety and Health

Education:

BS Civil Engineering
New Mexico State University

Employment:

4 years - Bath Engineering Corp.
6 years - with other firms

EXPERIENCE

Mr. De La Rosa has 10 year of experience in construction management. He has worked on a wide variety of projects in the El Paso area.

UTEP School of Nursing (MEP Package)
Amount: \$10,221,000
Completed April 2011

Mesa Sleep Study / El Paso Pulmonary
Amount: \$2,400,000
Completed: June 2009

Rio Grande Urology
Amount: \$7,012,000
Completed: December 2008

Mesa Medical Center
Amount: \$2,975,000
Completed: August 2008

Abundant Living Faith Center
Amount: \$14,067,000

St. Patrick's Multipurpose Center
Amount: \$2,800,000
Completed: December 2008

Westside Recreation Center
Amount: \$6,100,000
Completed May 07

Del Valle Science Wing Addition
Amount: \$5,060,000
Completed: April 07

International Water Quality Laboratory
Amount: \$7,200,000
Completed: December 2005

METHODOLOGY

As noted previously in the Implementation Plan section of this proposal, Mansfield's solution provides specifications meeting the most stringent requirements provided in the solicitation and amendments provided to date including the redundancy requirements specified. Additionally, as noted in the Implementation Plan section, Gantt charts have been provided for each site in the Appendix. These preliminary Gantt charts show the anticipated sequence of work.

EXPANSION PLAN

As indicated in the proposed solution provided in the Implementation Plan section of this proposal, Mansfield has sized the systems to meet the most stringent requirements. Due to the more stringent requirement based on the number of vehicles to be filled in the stipulated time periods, our base proposal is sized to meet the project growth and fuel demands.

LEASE STATEMENT

Mansfield Gas Equipment Systems is willing to enter into lease agreements for the Airport, Lift and MSC Sites "in substantially the same form" as the sample leases provided in the RFP.

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Phone 1.800.695.6626 • Fax 678.207.3106 • mgesbids@mansfieldoil.com

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SIMILAR PROJECTS

| Company | Contact | Number | Email | Project Description |
|--------------------------------------|-------------------|----------------|------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Morongo Basin Transit Joshua Tree | Joe Meer | (760) 366-2986 | joe@mbtabus.com | Two Transit locations. 29 Palms, CA Combo FF/TF for 15 transit buses, Greenfield compression, Regen Gas Dryer, 3 bank storage, 2 hose island dispenser with card reader. \$500,000. Joshua Tree location. Combo FF/TF for 20 transit buses, Greenfield compression, Regen gas dryer, 2 hose island dispenser with card reader, shade structure. \$700,000. Expansion project bus wash facility. \$200,000. |
| City of Grand Junction | Brett Guillory | (970) 244-1590 | bretg@ci.grandjct.co.us | Combo FF/TF infrastructure, 3 IR compressors, PSB regen dryer, 3 bank storage, 2 hose dispenser with card reader, 10 MGES TF assys. Fueling City refuse trucks, white fleet + public access vehicles. \$867,200 |
| City of Cathedral City, CA | Deanna Pressgrove | (760) 770-0369 | dpressgrove@cathedralcity.gov | TF infrastructure, duplex IR compression, regen gas dryer, MGES TF assys., fueling City street sweepers, white fleet, etc. project included MDS garagemodifications. \$490,000. |
| Waste Industries NC | Josh Thompson | (919) 632-7554 | jthompson@wasteindustries.com | TF infrastructure for 31 refuse trucks. Duplex Knox Western compression, dual tower dryer, 31 MGES TF assys. \$735,000. |
| City of Rancho Cucamonga | Curt Billings | (909) 477-2740 | curt.billings@cityofrc.us | Combo FF/TF IR compression, regen gas dryer, 3 bank storage, 2 hose FF dispenser, 20 MGES TF assys fueling 10 City street sweepers + white fleet. \$750,000. |
| Port of Los Angeles | Steve Mangold | (310) 863-6149 | smangold@portofla.org | 12 year client. Two locations: 1. San Pedro, CA Port Administration Bldg. Combo FF/TF Pvt. For 25 Port CNG vehicles, upgraded twice. Fuel Maker equipment. \$400,000. 2. Berth 161, Wilmington, CA Port. Combo FF/TF upgraded three times, Phase I & II Fuel Maker equipment, fueling Port It. & med. Duty vehicles, \$400,000. Phase III upgrade to MGES Comp Air/Reveal 250 scfm package, adding 3 bank Stg. Kraus FF dispensers, card reader. Pvt. Access. \$650,000. |
| Azusa Unified School District | Thomas McIntosh | (626) 858-4200 | tommc@azusausd.k12.ca.us | TF infrastructure for 15 school bus fleet. IR compression, regen gas dryer, MGES TF assys. \$380,000. |
| Lake Elsinore USD | Bob Carrillo | (951) 674-5174 | Bob.Carrillo@leusd.k12.ca.us | Combo FF/TF infrastructure. Phase I IR duplex compression, regen gas dryer, 20 MGES TF assys, \$361,488, Phase II increase TF assys, add FF storage & dispensing. \$225,400. |
| Mansfield ISD | Benito Juarez | (469) 765-4105 | Benitojuarez@msdmail.org | Two locations. Main Street. IR20H40NGDX, regen gas dryer, MGES TF assys. Fueling 25 school buses. \$450,000 Sixth St. location. Combo FF/TF site. IR compression, regen gas dryer, 25 MGES TF assys, 3 bank storage, 2 hose FF dispenser with card reader. fueling 20 buses. \$470,000. |
| MCAS YUMA - Via AMS Construction | Michael Rauso | (928) 344-4471 | mrauso@amsconstructionllc.com | Phase I TF for 10 base vehicles, Fuel Maker compression \$225,000, Phase II increased compression, add FF storage + 2 hose FF dispenser, \$195,000, Phase III increase compression to IR system add storage. \$225,000. |
| West County Transportation | Mike Rea | (707) 206-9988 | mrea@westcountytransportation.com | Phase I 20H40NGDX compression, 25 MGES TF assys. \$300,000, Phase II adding 15 MGES TF assys, increased compression fueling 35 school buses. \$275,000 |
| Acepex Management | Rod Rosacker | (909) 625-6900 | rod.rosacker@acepex.com | Camp Pendleton, Oceanside, CA Multi site, multi year client working through various military prime contractors, includes infrastructure supply, construction and station maintenance. 5 FF Marine Corp. Base fueling locations with large compression, storage, and multi hose/multi dispensers and related equipment. |
| City of Clovis | Kendall Cook | (559) 324-2671 | kjask@ci.clovis.ca.us | Combo FF/TF. Dual Greenfield compression, regen gas dryer, 3 bank storage, 2 hose FF dispenser, 20 MGES TF assys fueling sweepers, refuse trucks and trolleys. \$889,000. |
| City Of Pasadena | George Aleman | (626) 744-7572 | galeman@cityofpasadena.net | Combo FF/TF. Greenfield compression, 3 bank CPI storage, 2 hose FF dispenser, card reader, fueling 20 city refuse trucks + white fleet. \$865,727. |

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OTHER INFORMATION FOR CONSIDERATION

Mansfield looks forward to having the opportunity to discuss the following concepts with the City of El Paso. We recognize that one or more of them may require separate procurements or changes to the initial contract for the CNG Compression Facilities, but we want to make the City aware of our desire to become a major factor in the evolution of fuel usage in El Paso to CNG.

Airport Site

Our preliminary programming drawings provide space for two future compressors so the facility can be expanded 1) to respond to Sun Metro's future growth and 2) to provide product to the proposed Public Access CNG Station on Montana. Mansfield is very interested in the opportunity to provide the Public Access CNG Station and we are prepared to enter into negotiation with the City of El Paso at the appropriate time.

Lift Site

The Lift Site is congested, so the City of El Paso may wish to locate the CNG Compression Facility on the Public Service Board's property that is east of the Lift Site. That would free space on the Lift Site for bus circulation.

The RFP states that site constraints at the Lift Site prohibit installation of a Public Access CNG Station. Mansfield believes that a Public Access CNG Station on Fred Wilson Avenue could provide excellent access for military and commercial vehicles, so Mansfield has already approached El Paso Water Utilities to inquire about leasing the property that is east of the Lift Site. We believe this site offers potential opportunity for encouraging the rapid adaptation of CNG fueled vehicles in the El Paso area.

Dispensing Equipment

We understand that the City plans to purchase dispensing equipment under a separate RFP. Mansfield plans to respond to that RFP because coordination between compressor systems and dispensing systems will enhance the quality of the system. There are several dispenser configurations and significant differences between three line cascade style dispensers and single line buffer dispensers.

Public Access Stations

Mansfield is very interested in discussing the leasing of other City-owned and PSB-owned sites for Public Access CNG Stations throughout El Paso. These may be private or public/private projects depending on tax benefits and other financial considerations. We have already had preliminary conversations with fleet users and we plan to actively market CNG to other fleet users.

FIRM/PARTNERS/QUALIFICATIONS OVERVIEW

COMPANY OVERVIEW

Mansfield Oil Company was founded in 1957, so it has over fifty years of experience delivering energy solutions to clients in the commercial, government and retail sectors. We operate coast to coast. No other organization matches our scale, expertise and the track record.



Mansfield Energy Corporation's wholly owned subsidiary, Mansfield Gas Equipment Systems, was founded in 1998 when Larry Ozier observed that CNG would likely become a major part of the nation's energy solution. The company he incorporated, Gas Equipment Systems, Inc., grew

Mansfield Gas Equipment Systems projects represent nearly 20% of CNG stations in operation in the United States today.

rapidly from a small CNG station supplier to a nationwide provider of CNG solutions. In March 2011, Gas Equipment Systems, Inc. was purchased by Mansfield Oil Company and its name was changed to Mansfield Gas Equipment Systems. The company's broad industry capabilities enable it to develop comprehensive and reliable gas compression, storage, and dispensing solutions. The Mansfield Gas Equipment Systems team has engineered, supplied, constructed and maintained more than 170 CNG fueling station projects for customers spanning the government, transit, industrial and school transportation sectors. Mansfield Gas Equipment Systems projects represent nearly 20% of CNG stations in operation in the United States today.

The following thumbnail descriptions provide information about Mansfield's executive officers.



Michael F. Mansfield, Sr., CEO, has provided vision for the company for more than three decades. His mission has been building an industry leader in supply, distribution, and delivery of fuel products and supply chain services. Under his leadership, the company now operates on a national basis and supports the daily service and logistics needs of the world's largest fuel buyers. By doggedly following a client centric philosophy, the company has enjoyed double-digit growth for decades. He is proud that the company is located in his home state of Georgia where it supports many charities and civic organizations



J. Alexander, President, is an expert in energy policy. Before Alexander joined Mansfield in 2005, he held leadership positions as Executive Vice President at TransMontaigne, President of the TransMontaigne subsidiary Refined Solutions Inc., Senior VP of Administration at Louis Dreyfus, and Senior Manager at Ernst and Young. At Mansfield, he has consistently streamlined procedures and expanded the scope of operations. With his unique insights into fuel transactions, he is the thought leadership behind several Mansfield solutions tailored to allow customers to enjoy increased visibility into their end-to-end fuel spending. He resides in the metro Atlanta area.

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Larry Ozier, President of Mansfield Gas Equipment Systems, founded its predecessor company in 1998. Since the company's acquisition by Mansfield Oil Company, he continues to lead its growth. Ozier's forty-plus year career has been in two related fields. For approximately twenty years, he served in executive positions in the automotive industry with Ford Motor Company, American Suzuki, and Mitsubishi Motor Sales of America. Then, turned his focus on the CNG industry where he spent the next twenty-plus years as an executive in the CNG industry. He has experience in vehicle conversions, CNG fuel tank manufacture, compression station design and manufacture, and CNG fueling stations. He is an expert in the design of CNG compression stations. He has knowledge of storage cylinders, dispensers, priority panels, sequencing, compressors, dryers, and other system components.



Our volumes have grown by 10 to 20% annually for over 10 years running, and we will deliver over 2.5 billion gallons of fuel in 2011 to greater than 3,200 customers and their 12,000 locations. We also manage fuel card programs for customers in both the government and private sectors that included over 100,000 cardholders in 2010. We supply branded and unbranded fuels to over 500 retail locations. In 2010 Mansfield was ranked by Forbes as the 50th largest privately held corporation in the United States.

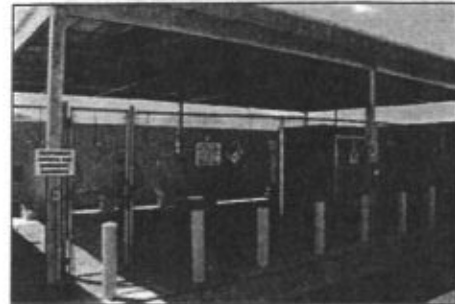
Most of our customers will operate a "mixed" fleet of diesel, gasoline, and CNG vehicles for many years to come. Our services provide a complete turnkey solution to handle repairs and maintenance, remote management, and regulatory compliance for all of your fuel system's needs, not just your CNG locations.

MGES is unique within the industry – we combine our reputation in the CNG equipment business with Mansfield's unparalleled national fuel supply and support network. No other company has the scope and expertise to offer comprehensive, turnkey solutions for fleets nationwide. Our FuelNet web suite delivers the telemetry and remote monitoring capabilities needed to ensure consistent reliable operations of fuel systems across the country and is used today to monitor and manage over 1600 stations nationwide for operational performance, inventory management and environmental compliance.

COMPANY QUALIFICATIONS

Attributes

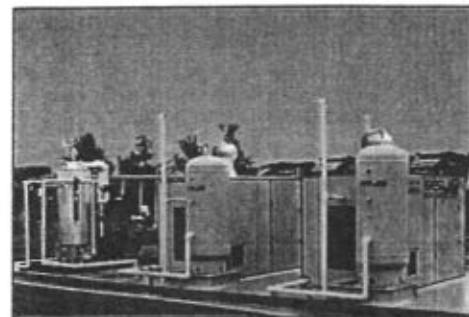
Experience designing public and private CNG stations: Mansfield Gas Equipment Systems has designed, constructed, and serviced more than 170 CNG stations, including both small and large facilities. Its public clients include the Port of Los Angeles, the City of Grand Junction, CO, the City of Pasadena, CA and almost one hundred other municipalities, transit authorities, and school districts. Its private clients include companies like Waste Industries and Morongo Basin Transit. The company has knowledge of applicable codes including NEC 70, NFPA 54, NFPA 52, NFPA 70, ASME Boiler and Pressure Vessel Code Section VIII, ANSI B31.3, ANSI NGV1, and OSHA.



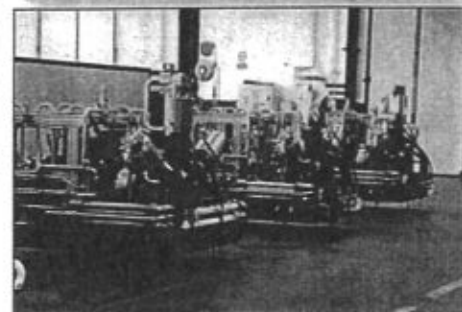
Experience integrating CNG Systems into existing infrastructure: Many of the fueling stations designed by Mansfield Gas Equipment Systems are co-located with other fueling stations. In many cases, multiple types of fuel are dispensed at one site. When designing a CNG system at an existing site, Mansfield considers code and safety issues, vehicle traffic patterns, maintenance, and user-convenience. Fueling redundancy is considered for all of our designs.

Experience working with multiple equipment manufacturers: Mansfield Gas Equipment Systems has experience designing facilities with equipment manufactured by a variety of suppliers including, but not limited to, Gardner Denver, BRC FuelMaker, CompAir, Ingersoll Rand, Greenfield, Knox Western, Kraus Global, Xebec, Allied Equipment, WEG, PSB, CPI, Murphy, and many other companies. It prepares nonproprietary specifications to encourage competitive bidding by qualified manufacturers.

Experience modifying pre-designed facilities to meet site-specific requirements: Mansfield Gas Equipment Systems has designed "template facilities" for several clients. Those designs are much like a standard template that many retail companies use to establish consistency. When a specific location is identified, Mansfield Gas Equipment Systems site-adapts the design taking into consideration traffic patterns, local codes, subsurface conditions, and safety issues.



Experience identifying fueling network requirements: Mansfield Gas Equipment Systems has worked with many municipalities, school districts, and private sector clients to identify fueling system requirements. The process requires determination of the anticipated number of vehicles to be fueled, the frequency of fueling, and the time period for fueling. When fleets are of a known size, the CNG station sizing is not complex. But, when public access is anticipated, projections must be used as a basis for station sizing. In that case, Mansfield has often recommended starting with a small modular station that is designed for incremental size increase as demand grows.



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Experience gathering data and information: Mansfield Gas Equipment Systems' design procedures require its personnel to survey new sites to secure information about existing infrastructure for use in the design. It procedures require a post-construction survey to secure "as-built" data for preparation of record drawings showing actual conditions.

Project/Process Management

Project Coordination: Mansfield Gas Equipment Systems has experience coordinating and managing projects of various sizes and scopes. As mentioned elsewhere in this proposal, Mansfield has successfully completed over 170 CNG station designs; so it has substantial experience working with land surveyors, land acquisition firms, environmental firms, permitting agencies, owner engineers, program management firms, and cathodic protection firms.

Quality Assurance / Quality Control: Mansfield follows a very detailed design QA/QC process that stipulates methods for gathering data; preparing engineered drawings and specifications; coordinating with owners, contractors, and manufacturers; and commissioning CNG facilities.

Tools and Processes: An engineering management software package provided by Axium Software is used for schedule management, risk management and change control. Project staff accesses the software via Internet, so management control is real-time even when staff is in a client's office or at a project site.

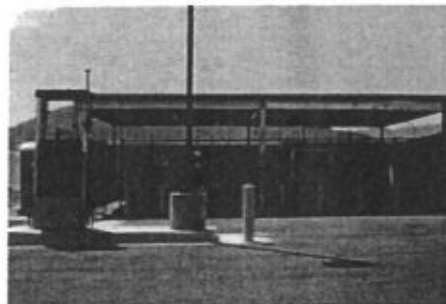
PREVIOUS PROJECT REFERENCES

Project Name and Location

Morongo Basin Transit Authority, CA

6994 Bullion Avenue
Twenty Nine Palms, CA 92277

62405 Verbena Road
Joshua Tree, CA 92252



Project Owner Contact

Joe G. Meer, General Manager
(760) 366-2986
joe@mtabus.com

Project Description

Design, supply, construct and maintain two CNG Time Fill/Fast Fill fueling stations for the Morongo Basin Transit Authority in Twenty-Nine Palms, CA and Joshua Tree, CA.

Project Design/Size

Twenty Nine Palms – Fast Fill/Time Fill station with ten (1) single hose Time Fill posts, one (1) single hose Fast Fill dispensers with one (1) 400 scfm duplex compressor.

Joshua Tree – Fast Fill/time fill station with ten (10) dual hose Time Fill posts, one (1) dual hose Fast Fill dispenser with one (1) 400 scfm duplex compressor,

Project Value

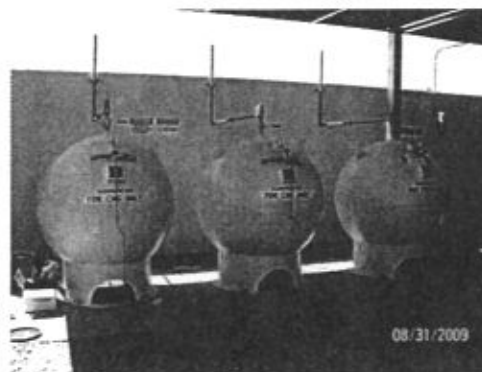
\$1,400,000

Project Completion Date

November 2009

Project Management

Scott Trimble, Project Manager



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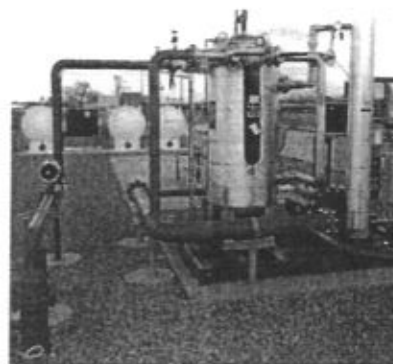
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Project Name and Location **The City of Grand Junction, CO**

250 N 5th Street
Grand Junction, CO 81501

Project Owner Contact Brett Guillroy, PE, CFM Utility Engineer
(970) 244-1590
bretg@ci.grandjct.co.us



Project Description Design, supply, construct and maintain combination of Time Fill/Fast Fill Public Access CNG fueling stations for the City's refuse and light duty fleet CNG vehicles.

Project Design/Size Fast Fill/Time Fill station with five (5) dual hose Time Fill posts, one (1) dual hose Fast Fill dispenser with a total of 300 scfm CNG capability for retail and public access.

Project Value \$867,200

Project Completion Date March 2011

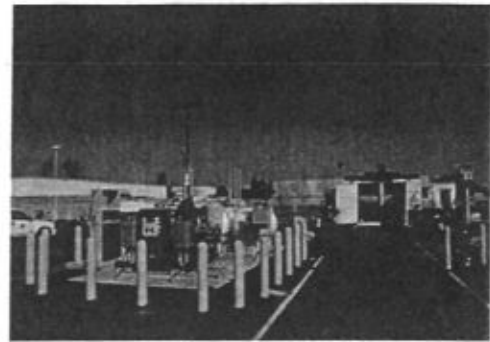
Project Management Bruce Buckner, Manager of Engineering



Project Name and Location

The City of Rancho Cucamonga, CA

9153 9th Street
Rancho Cucamonga, CA 91730



Project Owner Contact

Curt Billings, Facilities Maintenance
Director
(909) 477-2740 ext. 4057
curt.billings@cityofrc.us

Project Description

Design, supply, construct and maintain a combination Time Fill/Fast Fill CNG fueling station for the municipal refuse and light duty fleet CNG vehicles.

Project Design/Size

Fast Fill/Time Fill station with six (6) dual hose Time Fill posts, one (1) single hose Fast Fill dispenser and dual compressors.

Project Value

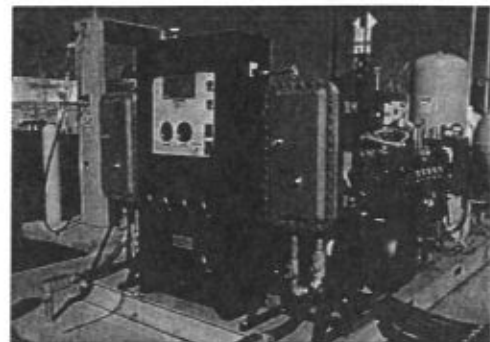
\$750,000

Project Completion Date

July 2009

Project Management

Scott Trimble, Project Manager



**Project Name and
Location**

The City of Cathedral City

68-385 Kiely Road
Cathedral City, CA 92234



**Project Owner
Contact**

Deanna Pressgrove
(760) 770-0369
dpressgrove@cathedralcity.gov

**Project
Description**

Full turnkey CNG Station.

**Project
Design/Size**

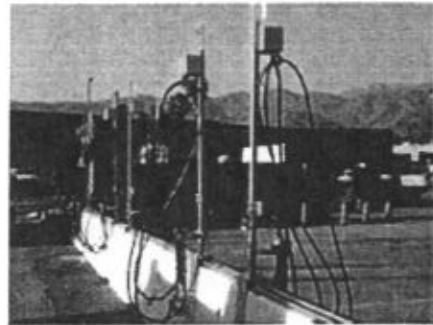
Compressor skid, time fill post assemblies
and methane detection

Project Value

\$490,000

**Project
Completion Date**

2010



**Project
Management**

Scott Trimble, Project Manager

AUDITED FINANCIAL STATEMENTS

Audited financial statements are provided in the Appendix along with a copy of a D&B report.

PROPOSED CONCEPTUAL DESIGN

As noted previously in the proposal, drawings for all three sites are provided in the Appendix. These drawings represent the conceptual design and location of equipment to be placed in the defined area for each site.

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PARTNERS



Bath Engineering Corporation, www.bathgroup.com, is a professional consulting engineering firm that specializes in the design of mechanical, electrical, instrument, and control systems.

The one-man electrical engineering consulting practice that Kenneth A. Bath, P.E. founded in 1957 evolved to its present size of approximately sixty people by providing high quality services to its many long-term clients. The firm operates from permanent offices in El Paso, Corpus Christi, and Albuquerque, as well as project offices at job sites in the United States and Mexico. The Principals of the El Paso office are Phillip Rothstein, P.E. and Javier Garcia, P.E.

Bath takes great pride in the reputation the firm has earned for producing quality designs in a timely manner. The truest compliment that a client can pay to a consulting firm is to say, "Please do our next project". A testament to the importance that Bath places on customer satisfaction is its long list of repeat clients, which includes the City of El Paso and Sun Metro.

Municipal Transit Projects

- Sun Metro retained Bath to design an environmentally friendly fueling facility for its 240-bus fleet. This six-bay facility initially served a modern fleet of LNG buses. Vapor was recovered from the fuel tanks on returning buses and converted to CNG for use in non-revenue vehicles like pickup trucks. The Department of Energy used the CNG/LNG fueling facility as a case study that was distributed internationally to indicate how alternative fuels could be used effectively. The report indicated that the Sun Metro fueling facility was the largest LNG/CNG fueling facility in the world at the time it was constructed.
- When Sun Metro later converted to its bus fleet to CNG, it again retained Bath to design the conversion of the fueling facility to allow LNG to be processed to CNG. In a related project, Bath designed the renovation of Sun Metro's maintenance building to prepare it for the presence of LNG. The primary purpose of that project was to mitigate several potential health and safety problems.
- Bath served as the LNG/CNG consultant for the Sun Metro Lift Facility. The system uses positive-displacement pumps and vaporizers to convert LNG to CNG.
- The City of San Antonio retained Bath to design the major renovation of its historic Via Metropolitan Transit Maintenance Facility. The project included a state-of-the-art propane fueling facility to serve Via's fleet of propane buses.
- Bath has designed many other transportation fueling facilities for government, multinational corporations, school districts, and other clients.

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The Garick Group, Inc., www.thegarickgroup.com, was established in 1977 as Garick Electric Company. The success of the company quickly flourished because of its commitment to its employees and to the quality, integrity and responsiveness to its clients' needs. Gary Porras, as Chairman of the Board, continues to lead the next family generation and has expanded the scope of construction services required by the growth of its clients and the demands of an extended new client base.

The present corporate leadership under the direction of Paul Porras, President and CEO and Richard Porras, Executive Vice President and General Counsel is committed and focused on exceeding the clients' business objectives by utilizing what they have learned throughout the company's history and by applying the latest construction best practices and technologies.

The Garick Group, Inc. has a long, successful history of delivering quality construction and renovation projects to its clients, regardless of size or level of complexity. Our project teams successfully manage projects in key industry sectors, including residential, hospitality, retail, commercial, governmental, military, educational, healthcare, environmental, and entertainment. We have successfully completed projects throughout the USA and other countries. Each project varies in scope and size, but the lessons learned are the same; in-depth experience, strong relationship management skills, teamwork and a commitment to client service translates into quality buildings that are completed on schedule and on budget.

TECHNICAL INFORMATION

Mansfield offers the following description of the fuel processing plan and provisions for redundancy.

LOSS OF POWER CONTINGENCY PLAN

El Paso Electric Co. has one of most reliable distribution systems in Texas. However, it does periodically experience short outages, so Mansfield plans to provide a full-size emergency generator at each of the three sites. Each generator will be sized for the maximum load for that site. For example, the Lift Site will have four compressors of which three of them will be for primary use and one will be for standby. So, the generator at that location will be sized to carry the load of three compressors, plus the load of lighting, controls, and other equipment.

Each generator will be provided with an automatic transfer switch to assure prompt transfer from EPE to standby power.

The controls system will be provided with a remote alarm process, so our local CNG technicians will receive an emergency alarm call when power is interrupted.

EQUIPMENT FAILURE CONTINGENCY PLAN

The RFP requires a minimum of 25% excess compression based on both the number of compressors and the rate of compression. Mansfield's preliminary design meets or exceeds those criteria at each site.

The Airport site will have three primary and one standby compressor

- 33% excess compression based on number of compressors
- 25% excess compression based on rate of compression

The Lift site will have three primary and one standby compressor

- 33% excess compression based on number of compressors
- 34% excess compression based on rate of compression

The MSC site will have one primary and one standby compressor

- 100% excess compression based on number of compressors
- 100% excess compression based on rate of compression

The operating sequence will provide for rotated use of the compressors to assure equal wear. If a compressor fails, it will immediately drop off-line and the standby compressor will immediately start. The controls system will be provided with a remote alarm process, so our local CNG technicians will receive an emergency alarm call if a compressor fails.

CONCEPTUAL OPERATIONS PLAN

Mansfield intends to use only new equipment of the most modern design. A digital control and monitoring system will be provided.

A Senior Service/Maintenance Manager will be assigned responsibility for the El Paso CNG Compression Stations. His staff will include two El Paso-based CNG Technicians and several home-office CNG Technicians. At least one CNG Technician will be on site at each of the three locations every work day during the ten or fifteen year contract period. They will provide normal preventive maintenance, record performance data, and create trend logs. When major overhauls or repairs are required, home office CNG Technicians will be dispatched to El Paso to provide additional support.

PROJECT REFERENCES

All project references provided in earlier sections of our proposal demonstrate successful completion of projects within budget and schedule requirements.

HISTORIC RESPONSE TIME

Mansfield bases its response time on three priority levels. Our historic response time is:

- Priority 1 – i.e. System Failure, Electrical Outages - within 2 hours
- Priority 2 – i.e. Minor Leaks, Equipment Adjustments - within 24 hours
- Priority 3 – i.e. Light Fixture Outages - within 48 hours

Historically Mansfield has maintained our level of service within these time frames, and our clients have experienced little to no down time.

HISTORIC DOWNTIME

Mansfield designs redundancy into its systems, so facilities we design seldom experience downtime.

We plan to provide one extra compressor (at least 25% redundancy) at each site. We also plan to provide an emergency generator at each site that is sized to carry 100% of the base load. This high level of redundancy allows us to assure the City of El Paso that downtime will not be experienced.

RESPONSE TIME

Because the City of El Paso has made it clear that prompt response time is a condition of the RFP, Mansfield recognizes that El Paso-based CNG Technicians must be available at all times. Therefore, Mansfield has entered into an agreement with an El Paso-based company, Bath Engineering Corporation, to provide two factory-trained CNG Technicians. One of the technicians will visit each of the three sites every work day to perform daily maintenance and make visual observations. The other technician will be available to fill in when the primary technician is on vacation or unavailable due to illness.

The City of El Paso will be provided with each of the technician's cell phone and home phone numbers. They will each be on call 24 hours per day and 365 days per year.

Mansfield is pleased to provide assurance that response time will be less than two hours.

Mansfield's national CNG service team is also available on short notice. In the event of a major breakdown, they will immediately be dispatched to El Paso to assist the local technicians.

Mansfield plans to maintain a well-stocked spare parts inventory in El Paso, so repairs should be able to be implemented rapidly.

TECHNICAL DESCRIPTION

Airport Site

CNG Compressors: We plan to provide four single-engine drive compressors with remote-mounted controls. 760 HP Cummins engine drive compressor packages will be combined with Ariel JGA-4 natural gas compressors each rated at 1,800 SCFM @ 175 psig design inlet pressure utilizing Murphy controls with Allen Bradley Compactlogix 5332 processor components. Each complete package will be on a single skid with the engine, compressor, and related components, a separate remote mounted controls enclosure with MLCB, and across the line starter for electric drive cooler motor. Skid edge terminations provide connection points for a single point power supply, a single point inlet gas supply for compressor, a control connection point and a compressed air supply connection.

Natural Gas Dryer: We plan to provide two duplex tower natural gas dryer systems with operator initiated regenerative systems c/w mounted pre-filter, after-filter and block and bypass valves. We will include an effluent gas dew point monitor with digital dew point indication and alarm light; all rated for Class 1, Div. 2, Group D locations. Dryer capacity will be rated for 21 MMSCF at 7# H2O/MMSCF. Model Number NG-SRD-21-6-DDP.

CNG Mixing Box: We plan to provide a mixing box with the following features.

- Adds Lead/Lag capability to the compressors
- Automatically Switches the site control in the event that the master Allen Bradley loses power
- Adds remote monitoring (SCADA) & data logging capabilities
- Includes Ethernet connectivity for remote PLC access

CNG Storage Spheres: We plan to provide nine 48-inch ID CNG storage spheres. They will be provided with a one-inch relief valves with isolation and bleed blocks. The spheres will be fabricated to ASME Code, Section VIII - Division 2. They will be rated for 4,500 psi storage pressure. Each sphere will hold 11,650 DGE (86 gallons). The total storage capacity of the spheres will be 104,850 scf (774 DGE).

Compressor Fuel Control – High Flow Buffer: We plan to provide a compressed natural gas storage management and emergency shutdown panel. A PLC managed high electronic buffer fill control and ESD valve system for the nine-bank storage will direct compressor discharge to either vehicle demand or the correct bank of the storage to maximize fill speed and compressor capacity. One-inch ball valve system is sized to handle combined flow of multiple compressor systems and is mounted in a standalone NEMA 4 enclosure for remote mounting.

Vehicle Defueling System: We plan to provide a defueling system designed to defuel a full vehicle within a 15 minute period. System will be capable of defueling the vehicle CNG back to the suction line when one compressor is operating.

Emergency Back-Up Generator: Although the compressors will be driven by natural gas, the emergency generator is needed to assure power for auxiliary loads such as controls, area lighting, and accessory equipment. For the Airport site, a 275 kW generator is included in the proposed system configuration.

P&ID and Equipment Cut Sheets are provided in the Appendix.

Corporate - 1025 Airport Parkway, SW - Gainesville, GA 30501 Headquarters - 4280 Lowell Street, Ontario, CA 91761-1529

Phone 1.800.695.6626 - Fax 678.207.3106 - mgseids@mansfieldoil.com

This proposal and all attachments may contain legally privileged and confidential information intended solely for the use of the intended recipient. Any unauthorized reading, distribution, copying, or other use of this proposal or its attachments is strictly prohibited. This proposal may not be copied or distributed without this disclaimer and the consent of Mansfield Gas Equipment Systems Corporation.

TECHNICAL DESCRIPTION

Lift Site

CNG Compressors: We plan to provide four Simplex Ariel JGQ-2 Compressor Solutions with on-skid controls each using a 200 HP, Electric Motor Drive. Compressor packages each rated at 636 SCFM @ 130 psig design inlet pressure, with single Murphy control panel utilizing Murphy Centurion annunciator components. The controls will include Lead/Lag capabilities, Remote Monitoring (SCADA) with data logging capabilities as well as Ethernet connectivity for remote PLC access. Skid edge terminations provide connection points for single point power supply, single point inlet gas inlet, control connection point and three-bank storage and three-line dispenser connections are provided.

Natural Gas Dryer: We plan to provide a single tower natural gas dryer system with operator initiated regenerative system c/w mounted pre-filter, after-filter and block and bypass valves. Including an effluent gas dew point monitor with digital dew point indication and alarm light, all rated for Class 1, Div. 2, Group D locations. Dryer capacity is rated for 21 MMSCF at 7# H2O/MMSCF. Model # NG-SR-21-6- DDP

CNG Storage Spheres: We plan to provide three 48-inch ID CNG storage spheres. They will be provided with a one-inch relief valves with isolation and bleed blocks. The spheres will be fabricated to ASME Code, Section VIII - Division 2. They will be rated for 4,500 psi storage pressure. Each sphere will hold 11,650 DGE (86 gallons). The total storage capacity of the spheres will be 34,950 scf (7258 DGE).

Compressor Fuel Control – High Flow Buffer: We plan to provide a compressed natural gas storage management and emergency shutdown panel. A PLC managed high electronic buffer fill control and ESD valve system for the three-bank storage will direct compressor discharge to either vehicle demand or the correct bank of the storage to maximize fill speed and compressor capacity. 3/4-inch ball valve system is sized to handle combined flow of multiple compressor systems and is mounted in a standalone NEMA 4 enclosure for remote mounting.

Vehicle Defueling System: We plan to provide a defueling system designed to defuel a full vehicle within a 15 minute period. System will be capable of defueling the vehicle CNG back to the suction line when one compressor is operating.

Emergency Back-Up Generator: The 600 kW generator at the Lift site is sized to carry the load of four compressors, plus the load of lighting, controls, and other equipment.

P&ID and Equipment Cut Sheets are provided in the Appendix.

TECHNICAL DESCRIPTION

MSC Site

CNG Compressors: We plan to provide two Simplex Ariel JGQ-2 Compressor Solution with on-skid controls; each using a 125 HP, Electric Motor Drive. Compressor packages each rated at 395 SCFM @ 120 psig design inlet pressure, with single Murphy control panel utilizing Murphy Centurion annunciator components. The controls will include Lead/Lag capabilities, Remote Monitoring (SCADA) with data logging capabilities as well as Ethernet connectivity for remote PLC access. Skid edge terminations provide connection points for single point power supply, single point inlet gas supply for both compressors and control connection points.

Natural Gas Dryer: We plan to provide a single tower natural gas dryer system with operator initiated regenerative system c/w mounted Pre-filter, After-filter and block and bypass valves. Including an effluent gas dew point monitor with digital dew point indication and alarm light, all rated for Class 1, Div. 2, Group D locations. Dryer capacity is rated for 21 MMSCF at 7# H2O/MMSCF. Model # NG-SR-10.2- DDP

CNG Storage Sphere: We plan to provide a 48-inch ID CNG storage sphere. It will be provided with a one-inch relief valves with isolation and bleed blocks. The sphere will be fabricated to ASME Code, Section VIII - Division 2. It will be rated for 4,500 psi storage pressure. The sphere will hold 11,650 DGE (86 gallons).

Compressor Fuel Control: Compressed natural gas storage management and emergency shutdown panel. A PLC managed electronic time fill panel with temperature and pressure compensation. 1/2 inch ball valve system is sized to handle combined flow of multiple compressor systems and is mounted in a standalone NEMA 4 enclosure for remote mounting.

Vehicle Defueling System: We plan to provide a defueling system designed to defuel a full vehicle within a 15 minute period. System will be capable of defueling the vehicle CNG back to the suction line when one compressor is operating.

Emergency Back-Up Generator: The 125 kW generator at the MSC site is sized to carry the load of one compressor, plus the load of lighting, controls, and other equipment.

P&ID and Equipment Cut Sheets are provided in the Appendix.

MINIMUM NOTICE STATEMENT

Minimum notice time is dependent upon the market availability of equipment and time required for installation based on equipment required for expansion. Current market timeline is at a minimum of ninety days with installation time averaging three weeks dependent on equipment being installed.

PROMPT PAYMENT

Unless a prompt payment discount is offered and accepted by the City of El Paso, payments will be made to the Contractor within thirty (30) days following acceptance by the City of El Paso of goods or services, and receipt of a properly prepared invoice by the City Department identified in the Invoice Instructions set forth on the Purchase Order, whichever is later. Any discount for prompt payment will be calculated from the day goods or services are accepted or when a properly prepared invoice is received. Payments will be considered to have been made on the date of mailing (postmark) of the payment check or, for an electronic funds transfer, the specified payment date. Invoices are to be submitted in single copy to the appropriate Department.

PAYMENT TERMS: Please mark appropriate block.

_____ % -10 Days ☐
_____ % - 20 Days ☐
_____ % - 30 Days ☐
Net _____ - 30 Days ☒

Late Payment fees will incur at the State of Texas statutory rate.

REQUIRED DOCUMENTS

To follow are the required documents as noted in Amendment #2 and listed below:

Solicitation, Offer and Award Form

Acknowledgement by Offeror

Business Information Certification

Non-Collusion and Business Disclosure Affidavit

Certificate of Organization

Tax Payer Identification (W-9)

Indebtedness Affidavit

REQUEST FOR PROPOSALS

ISSUED BY

THE CITY OF EL PASO

ENGINEERING AND CONSTRUCTION MANAGEMENT DEPARTMENT

SOLICITATION NO: 2012-182R**DATE ISSUED: February 21, 2012****TITLE: Fuel Processing Provider-Compressed Natural Gas (CNG) Fuel for City Vehicles and Related Lease of City Property for Natural Gas Fuel Processing Facility**

An original, signed, sealed, OFFER to furnish the goods and/or services set forth below will be received at the place indicated below, until:
2:00 PM, local time, **WEDNESDAY, APRIL 4, 2012**

NOTICE When used in Request for Proposals, the terms 'Offer' and 'Proposal' and 'Offeror' and 'Vendor' are interchangeable.

ADDRESS OFFERS TO:**CITY OF EL PASO****ENGINEERING AND CONSTRUCTION MANAGEMENT DEPARTMENT****MAIL TO:**

**ENGINEERING AND CONSTRUCTION MANAGEMENT DEPARTMENT
CONTRACT COMPLIANCE
CITY HALL, 4TH FLOOR
2 CIVIC CENTER PLAZA, 4TH FLOOR
EL PASO, TX 79901**

HAND DELIVER TO:

**CONTRACT COMPLIANCE
CITY HALL, 4TH FLOOR
2 CIVIC CENTER PLAZA
EL PASO, TX 79901**

FOR ADDITIONAL INFORMATION CONCERNING THIS SOLICITATION, CONTACT:

REBECCA L. TORRES, RESEARCH ASSISTANT

Telephone: [915] 541-4542

FAX: [915] 541-4016

Email: rtorres1@elpasotexas.gov

EXPIRATION OF OFFERS

The Offeror agrees, to furnish all items [supplies or services] at the prices offered, and delivered at the designated point or points, within the time set forth below, if this offer is accepted within SIXTY [60] consecutive days from the date set for the receipt of offers.

AMENDMENTS TO SOLICITATION

Receipt of all numbered amendments to Solicitations must be acknowledged:

| AMENDMENT | DATED | AMENDMENT | DATED | AMENDMENT | DATED | AMENDMENT | DATED |
|-----------|--------------|--------------|--------------|-----------|-------|-----------|-------|
| A001 | 2/23/12 A002 | 3/26/12 A003 | 3/29/12 A004 | 4/4/12 | | | |
| A005 | 4/17/12 A006 | A007 | A008 | | | | |

OFFER SUBMITTED BY

Mansfield Gas Equipment Systems Corporation

COMPANY NAME AS IT APPEARS ON ORGANIZATION CERTIFICATE ISSUED BY STATE IN WHICH COMPANY WAS ORGANIZED)

1025 Airport Parkway, SW

STREET ADDRESS

P.O. BOX NUMBER

Gainesville, GA 30501

CITY, STATE AND ZIP CODE

678-450-2000

TELEPHONE NUMBER

678-207-3106

FAX NUMBER

mgesbids@mansfieldoil.com

E-Mail address

PLEASE CHECK PREFERRED ADDRESS FOR RECEIVING SOLICITATION DOCUMENTS.

OFFER EXECUTED BY [PLEASE PRINT]

J. Alexander, Vice President & Treasurer

NAME AND TITLE OF PERSON AUTHORIZED TO OBLIGATE COMPANY

4/23/12

SIGNATURE AND DATE OF OFFER

WITHOUT AN ORIGINAL SIGNATURE ON THIS OR OTHER DOCUMENT BINDING THE OFFEROR, THE OFFER WILL BE REJECTED

NOTE: AWARD OF THE CONTRACT RESULTING FROM THIS SOLICITATION WILL BE MADE TO THE SUCCESSFUL OFFEROR BY AN AUTHORIZED WRITTEN NOTICE, WHICH MAY BE IN THE FORM OF A LETTER NOTICE OF AWARD OR A PURCHASE ORDER ISSUED BY THE CITY OF EL PASO. THIS IS A ONE TIME CONTRACT ☐

ACKNOWLEDGEMENT BY OFFEROR

The undersigned hereby acknowledges and agrees that:

1. The Request for Proposals has been reviewed by the undersigned prior to the execution of this proposal;
2. The City may reject any or all proposals submitted;
3. The City may award the privilege to the Offeror that, in the sole opinion of the City, provides best value to the City and the public interest;
4. The decision of the City in selection of the successful Offeror shall be final, and not subject to review or attack; and
5. This proposal is made with full knowledge of the foregoing and in full agreement thereto.

By submission of this proposal, the Offeror acknowledges that the City of El Paso has the right to make any inquiry or investigation it deems appropriate to substantiate or supplement information contained in the proposal and related documents, and authorizes release to the City of El Paso of information sought in such inquiry or investigation.

ATTESTED BY: Sandra Bell

By: [Signature]

Name: J. Alexander

Title: Vice President/Treasurer

(Corporate seal, if applicable)

BUSINESS INFORMATION CERTIFICATION

Mark all that apply.

- | | |
|---------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------|
| <input type="checkbox"/> Manufacturer or Producer | <input type="checkbox"/> Disadvantaged Business Enterprise |
| <input type="checkbox"/> Wholesaler | <input type="checkbox"/> Asian - Pacific American |
| <input type="checkbox"/> Retailer | <input type="checkbox"/> Black American |
| <input type="checkbox"/> Franchised Distributor | <input type="checkbox"/> Hispanic American |
| <input type="checkbox"/> Factory Representative | <input type="checkbox"/> Native American |
| <input checked="" type="checkbox"/> Other <u>Equipment Supplier</u> | <input type="checkbox"/> Woman Owned Business |
| <input type="checkbox"/> Large Business | <input type="checkbox"/> Handicapped |
| <input checked="" type="checkbox"/> Small Business | <input type="checkbox"/> Local Business Enterprise |
| | <input type="checkbox"/> HUB State Certified Historically Underutilized Business (please furnish copy of Certification) |

SMALL BUSINESS CONCERN: Less than \$1,000,000.00 in annual receipts or fewer than one hundred [100] full time employees.

DISADVANTAGED BUSINESS ENTERPRISE: At least fifty-one percent [51%] owned by one or more socially disadvantaged individuals, or a publicly held corporation with at least fifty-one percent [51%] of the stock owned by one or more such individuals.

WOMAN-OWNED BUSINESS: At least fifty-one percent [51%] owned by a woman, or women, who also control and operate the business. "Control" in this context means making policy decisions. "Operate" in this context means actively carrying on day to day management

HANDICAPPED: At least fifty-one percent [51%] owned by a person or persons with an orthopedic, otic [hearing], optic [visual], or mental impairment which substantially limits one or more of their major life activities.

LOCAL BUSINESS ENTERPRISE: A legal entity, a least fifty-one percent [51%] of which is owned by a resident, or residents of El Paso County, and which concern has been physically located within the legal boundaries of El Paso county for at least twelve [12] months.

HUB [HISTORICALLY UNDERUTILIZED BUSINESS]: A Business Enterprise, which has been granted a Certificate by the State of Texas, as a Historically Underutilized Business. The City of El Paso utilizes information on Historically Underutilized Businesses (HUB), from the State of Texas Comptroller of Public Accounts (CPA), HUB Program, 1711 San Jacinto Ave, P.O. Box 13186, Austin, Texas 78711. The City encourages you to contact the State if you feel you may qualify.

I certify that the foregoing information is a full, true and correct statement of the facts.

Signature of Person Authorized to Sign Application J. Alexander

Vice President/Treasurer

April 23, 2012

Title

Date



City Of El Paso
Engineering and Construction Management Department

NON-COLLUSION AND BUSINESS DISCLOSURE AFFIDAVIT

THIS IS AN OFFICIAL ENGINEERING DOCUMENT - RETAIN WITH PURCHASE ORDER FILE

Before me, the undersigned official, on this day, personally appeared J. Alexander, a person known to me to be the person whose signature appears below; whom after being duly sworn upon his/her oath deposed and said:

1. I am over the age of 18, have never been convicted of a crime and am competent to make this affidavit.
2. I am a duly authorized representative of the following company or firm (the "Offeror") which is submitting a response to 2012-182R Fuel Processing Provider, Compressed Natural Gas (CNG) Fuel for City Vehicles and Related Lease of City Property:

Mansfield Gas Equipment Systems Corporation (Name of Offeror).

3. **BY SUBMITTING THIS BID, I CERTIFY THAT OFFEROR AND ITS AGENTS, OFFICERS OR EMPLOYERS HAVE NOT DIRECTLY OR INDIRECTLY ENTERED INTO ANY AGREEMENTS, PARTICIPATED IN ANY COLLUSION, OR OTHERWISE TAKEN ANY ACTION IN RESTRAINT OF FREE COMPETITIVE BIDDING IN CONNECTION WITH THIS PROPOSAL OR WITH ANY CITY OFFICIAL.**
4. I have listed in Paragraph 10 below all the names the Offeror uses and has used in the past and certify that I have disclosed all such names, including any assumed (DBA) names.
5. **Certificate of Organization.** In completing this Affidavit, I have attached a copy of the organization certificate issued by the Secretary of State of the state in which the company was organized (i.e. Certificate of Formation, Certificate of Good Standing, Statement of Operation or Registration and/or a copy of Assumed Name Certificate if the Offeror/Offeror used a trade name in the Solicitation documents is other than the name under which company was organized).
6. **Material Change in Organization or Operation.** Except as described in Paragraph 10 below, I certify that Offeror is not currently engaged nor does it anticipate that it will engage in any negotiation or activity that will result in the merger, transfer of organization, management reorganization or departure of key personnel within the next twelve (12) months that may affect the Offeror's ability to carry out the contract with the City of El Paso.
7. **Debarment/Suspension.** Except as described in Paragraph 10 below, I certify that Offeror and its subcontractors, officers or agents are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from any covered transactions by any federal, state or local department or agency. If such an event has occurred, state in Paragraph 10 below, the reason for or the circumstances surrounding the debarment or suspension, including but, not limited to, the name of the governmental entity, the period of time for such debarment or suspension and provide the name and current phone number of a governmental contact person familiar with the debarment or suspension.

I understand the Offeror is obligated to immediately inform the City in the event that the Offeror is included in such a debarment/suspension list during the performance of this Contract with the City of El Paso.
8. **Default/Termination of Contracts.** Except as described in Paragraph 10 below, I certify that, within the last 24 months, there are no Contract(s) between the Offeror and a governmental entity that have been terminated, with or without the Offeror's default. If such a contract has been terminated within the last 24 months, state in Paragraph 10 below the reason for or circumstances surrounding the termination.
9. **Taxpayer Identification.** In completing this Affidavit, I have also attached a copy of a completed Form W-9 that shows the Offeror's taxpayer identification number (Employer Identification Number or Social Security Number). I understand that failure to provide this information may require the City to withhold 20% of payments due under the contract and pay that amount directly to the IRS.

10. Additional Information (state the number of paragraph above which corresponds to the information provided)

N/A

(Attach additional pages if needed)

Attached are the following:

Certificate of Organization (required by Paragraph 5)
Taxpayer Identification (required by Paragraph 9)

I understand that by providing false information on this Affidavit, I could be found guilty of a Class A misdemeanor or state jail felony under the Texas Penal Code, Section 37110. In addition, by providing false information on this Affidavit, the Offeror it could be considered not responsible on this and future solicitations, and such determination could result in the discontinuation of any/all business or contracts with the Offeror by the City of El Paso.

SUBSCRIBED AND SWORN to before me on this

Signature J. Alexander, Vice President/Treasurer

23rd day of April, 2012

Notary Public

Cortney C. Wheeler

Printed Name

September 2, 2014

Commission Expires

(Rev. Sept. 2009)

STATE OF GEORGIA

Secretary of State

Corporations Division
313 West Tower
2 Martin Luther King, Jr. Drive
Atlanta, Georgia 30334-1530

Certified Copy

I, Brian P. Kemp, Secretary of the State of Georgia, do hereby certify under the seal of my office that the attached documents are true and correct copies of documents filed under the name of

MANSFIELD GAS EQUIPMENT SYSTEMS CORPORATION

Domestic Profit Corporation

Said entity was formed in the jurisdiction set forth above and has filed in the Office of Secretary of State on the 11th day of February, 2011 its certificate of limited partnership, articles of incorporation, articles of association, articles of organization or application for certificate of authority to transact business in Georgia. This Certificate is issued pursuant to Title 14 of the Official Code of Georgia Annotated and is prima-facie evidence of the existence or nonexistence of the facts stated herein.



WITNESS my hand and official seal of the City of Atlanta and the State of Georgia on 21st day of September, 2011

B. P. Kemp

Brian P. Kemp
Secretary of State

Request for Taxpayer Identification Number and Certification

Give Form to the
requester. Do not
send to the IRS.

Print or type
See Specific Instructions on page 2.

Name (as shown on your income tax return)
Mansfield Gas Equipment Systems Corporation
Business name/disregarded entity name, if different from above

Check appropriate box for federal tax
classification (required): ☐ Individual/sole proprietor ☐ C Corporation ☒ S Corporation ☐ Partnership ☐ Trust/estate
☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____
☐ Other (see instructions) ▶ _____

Address (number, street, and apt. or suite no.)
1025 Airport Parkway
City, state, and ZIP code
Gainesville, GA 30501

Requester's name and address (optional)

List account number(s) here (optional)

☐ Exempt payee

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

| Social security number | | | | | | | | |
|------------------------|--|--|---|--|--|--|--|--|
| | | | - | | | | | |

| Employer identification number | | | | | | | | | |
|--------------------------------|---|---|---|---|---|---|---|---|---|
| 2 | 7 | - | 4 | 9 | 1 | 1 | 9 | 8 | 3 |

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
- I am a U.S. citizen or other U.S. person (defined below).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 4.

Sign Here Signature of U.S. person Sandra E Bell

Date ▶ 4-23-12

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.



City Of El Paso
Engineering and Construction Management Department

INDEBTEDNESS AFFIDAVIT

THIS IS AN OFFICIAL ENGINEERING DOCUMENT – RETAIN WITH PURCHASE ORDER FILE

Before me, the undersigned authority, on this day personally appeared J. Alexander [FULL NAME] (hereafter "Affiant"), a person known to me to be the person whose signature appears below, whom after being duly sworn upon his/her oath deposed stated as follows:

1. Affiant is authorized and competent to give this affidavit and has personal knowledge of the facts and matters herein stated.
2. Affiant is an authorized representative of the following company or firm: Mansfield Gas Equipment Systems Corporation [Contracting Entity's Corporate or Legal Name] (hereafter, "Contracting Entity").
3. Affiant is submitting this affidavit in response to the following bid: Solicitation No. 2012-182R-Fuel Processing Provider-Compressed Natural Gas (CNG) Fuel for City Vehicles and Related Lease of City Property for Natural Gas Fuel Processing Facility which is expected to be in an amount that exceeds \$50,000.00.
4. Contracting Entity is organized as a business entity as noted below (check box as applicable):

For Profit Entity (select below):

- ☐ Sole Proprietorship
- ☒ Corporation
- ☐ Partnership
- ☐ Limited Partnership
- ☐ Joint Venture
- ☐ Limited Liability Company
- ☐ Other (Specify type in space provided below):

For Non-Profit Entity or Other (select below):

- ☐ Non-Profit Corporation
- ☐ Unincorporated Association

5. The information shown below is true and correct for the Contracting Entity. If Contracting Entity is a sole proprietorship or partnership, list all owners of 5% or more of the Contracting Entity. Where the Contracting Entity is an unincorporated association, the required information has been shown for each officer. [Note: In all cases, use FULL name, business and residence addresses and telephone numbers.]

Contracting Entity:

| | |
|----------------------------------|---------------------------------------------|
| Name | Mansfield Gas Equipment Systems Corporation |
| Business Address [No./Street] | 1025 Airport Parkway, SW |
| City/State/Zip Code | Gainesville, GA 30501 |
| Telephone Number | 909-466-6841 |
| Resident Address (if applicable) | N/A |
| City/State/Zip Code | N/A |
| Telephone Number | N/A |
| Federal Tax ID Number | 27-4911983 |
| Texas Sales Tax Number | 32044012212 |

5% Owner(s) or Officers of Unincorporated Association ** (If none, state "None"):

| | |
|----------------------------------|------------------------------------|
| Name | Michael Fred Mansfield, Sr. (100%) |
| Business Address [No./Street] | 1025 Airport Parkway, SW |
| City/State/Zip Code | Gainesville, GA 30501 |
| Telephone Number | 800-695-6626 |
| Resident Address (if applicable) | 103 Post Oak Trail |
| City/State/Zip Code | Athens, GA 30606 |
| Telephone Number | 678-450-2000 |

****Attach additional pages if necessary to supply the required names and addresses.**

6. Affiant understands that in accordance with Ordinance No. 016529 of the City of El Paso (the "City"), the City may refuse to award a contract to or enter into a transaction with Contracting Entity that is an apparent low Offeror or successful Offeror that is indebted to the City.
7. Affiant understands that the term "*Debt*" shall mean any sum of money, which is owed to the City by a Contracting Entity, Owner, or Vendor, that exceeds one hundred dollars (\$100.00) and that has become Delinquent, as defined hereinafter. Such Debt shall include but not be limited to: (i) property taxes; (ii) hotel/motel occupancy taxes; and (iii) license and permit fees.
8. Affiant understands that the term "*Delinquent*" shall mean any unpaid Debt that is past due for sixty (60) days or more and, which is not currently subject to challenge, protest, or appeal.
9. Affiant represents that to the best of its knowledge, the Contracting Entity is not indebted to the City in any amounts as described in Item No. 7 above, as of the date of the submittal. If the Contracting Entity is indebted to the City, the following represents the type and estimated amount of indebtedness:

None

10. If the Contracting Entity is indebted to the City, describe any payment arrangements that have been entered into to settle the Debt.

None

11. In the event that the City refuses to do business with a Contracting Entity due to any indebtedness listed above or as determined by the City Financial Services Department, the Contracting Agency may appeal this determination in accordance with the appeal regulations in Ordinance 016529.

Affiant certifies that he is duly authorized to submit the above information on behalf of the Contracting Entity, that Affiant is associated with the Contracting Entity in the capacity noted above and has personal knowledge of the accuracy of the information provided herein; and that the information provided herein is true and correct to the best of Affiant's knowledge and belief. Affiant understands that providing false information on this form shall be grounds for debarment and discontinuation of any/all business with the City of El Paso.

SUBSCRIBED AND SWORN to before me on this 23rd day of April, 2012.

Signature J. Alexander, Vice President/Treasurer

Notary Public Courtney C. Wheeler

Printed Name September 2, 2014

Commission Expires

APPENDIX

To follow is a listing of the information that can be found in the Appendix:

Site Drawings / P&ID

GANTT Chart Schedules

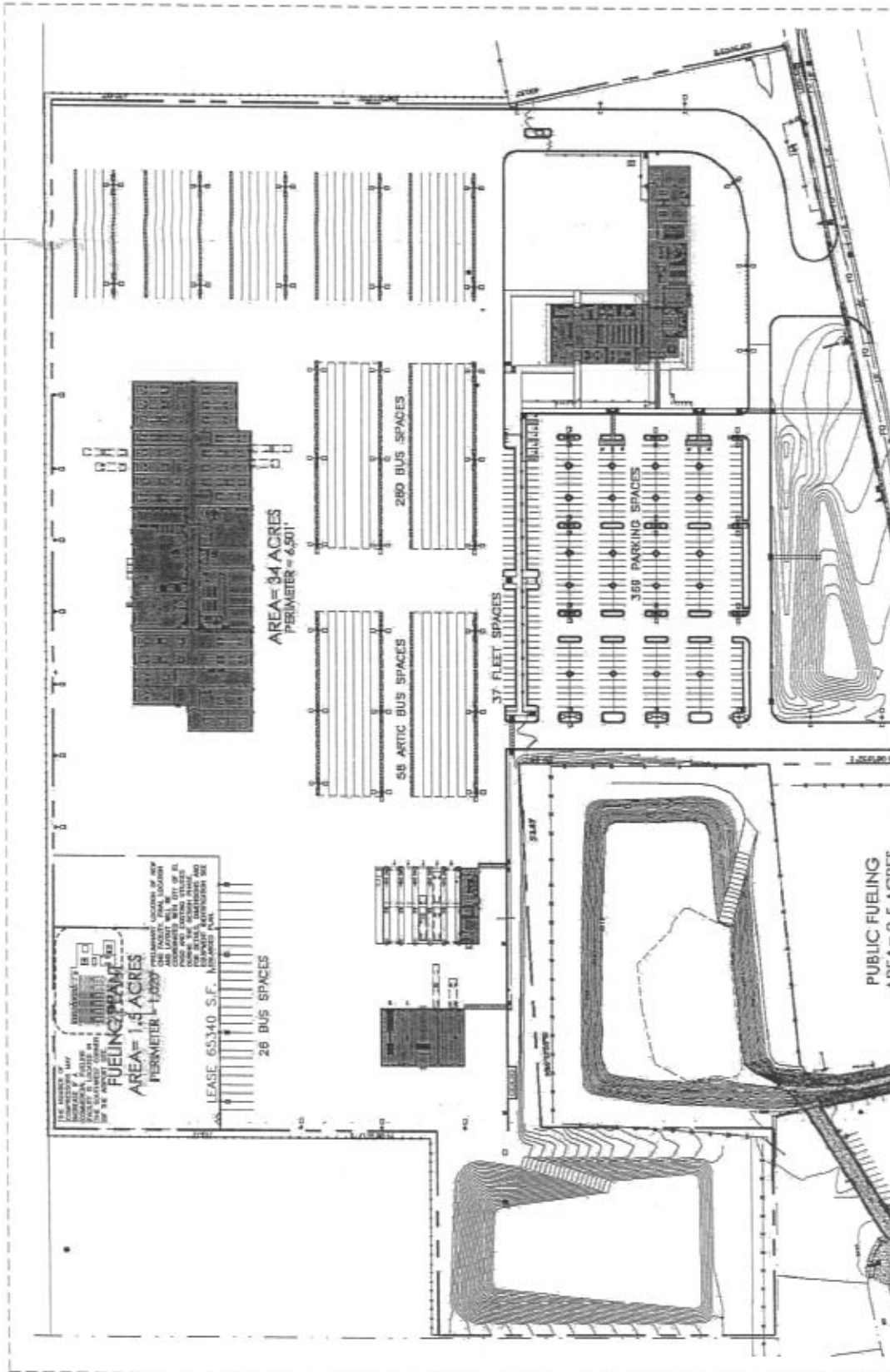
Spare Parts Lists

Audited Financials / D&B Report

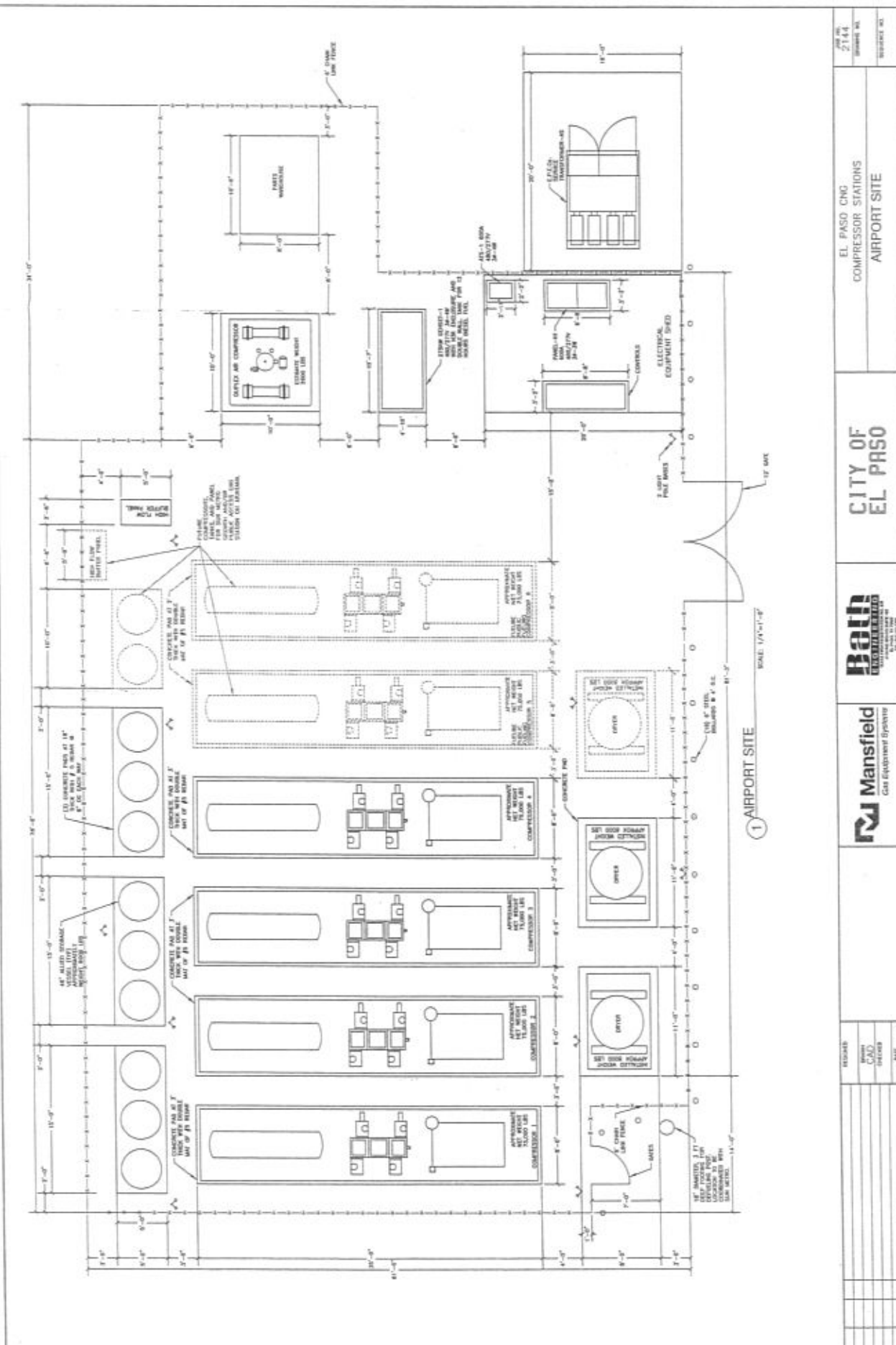
Equipment Cut Sheets

Company Brochure

Safety Plan



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|-----|------|----|----------|------|---------|----------------------------------------|-------------------------|--------------------|---------------------------------------------------------|-----------------------------------------------|
| NO. | DATE | BY | REVISION | PAGE | 3-28-12 | Mansfield Gas Equipment Systems | Bath Engineering | CITY OF EL PASO | EL PASO CHG COMPRESSOR STATIONS AIRPORT SITE PLAN | SHEET 23.44 DRAWING NO. REVISION NO. |
| | | | | | | | | | | |



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|-------------------------------------|--|--------------------|--|---------------------|--|------------------------------------|--|-----------------------------------------------------|--|-----------------|--|-----------|--|--------------|--|
| EL PASO CITY COMPRESSOR STATIONS | | CITY OF EL PASO | | Bath Engineering | | Mansfield Gas Equipment Systems | | EL PASO CITY COMPRESSOR STATIONS AIRPORT SITE | | JOB NO. 2144 | | SHEET NO. | | REVISION NO. | |
| REVISION | | REVISION | | REVISION | | REVISION | | REVISION | | REVISION | | REVISION | | REVISION | |
| DATE | | DATE | | DATE | | DATE | | DATE | | DATE | | DATE | | DATE | |
| BY | | BY | | BY | | BY | | BY | | BY | | BY | | BY | |
| 3-20-12 | | 3-20-12 | | 3-20-12 | | 3-20-12 | | 3-20-12 | | 3-20-12 | | 3-20-12 | | 3-20-12 | |




John Thwaites

2144

EL PASO CNG
COMPRESSOR STATIONS
AIRPORT SITE

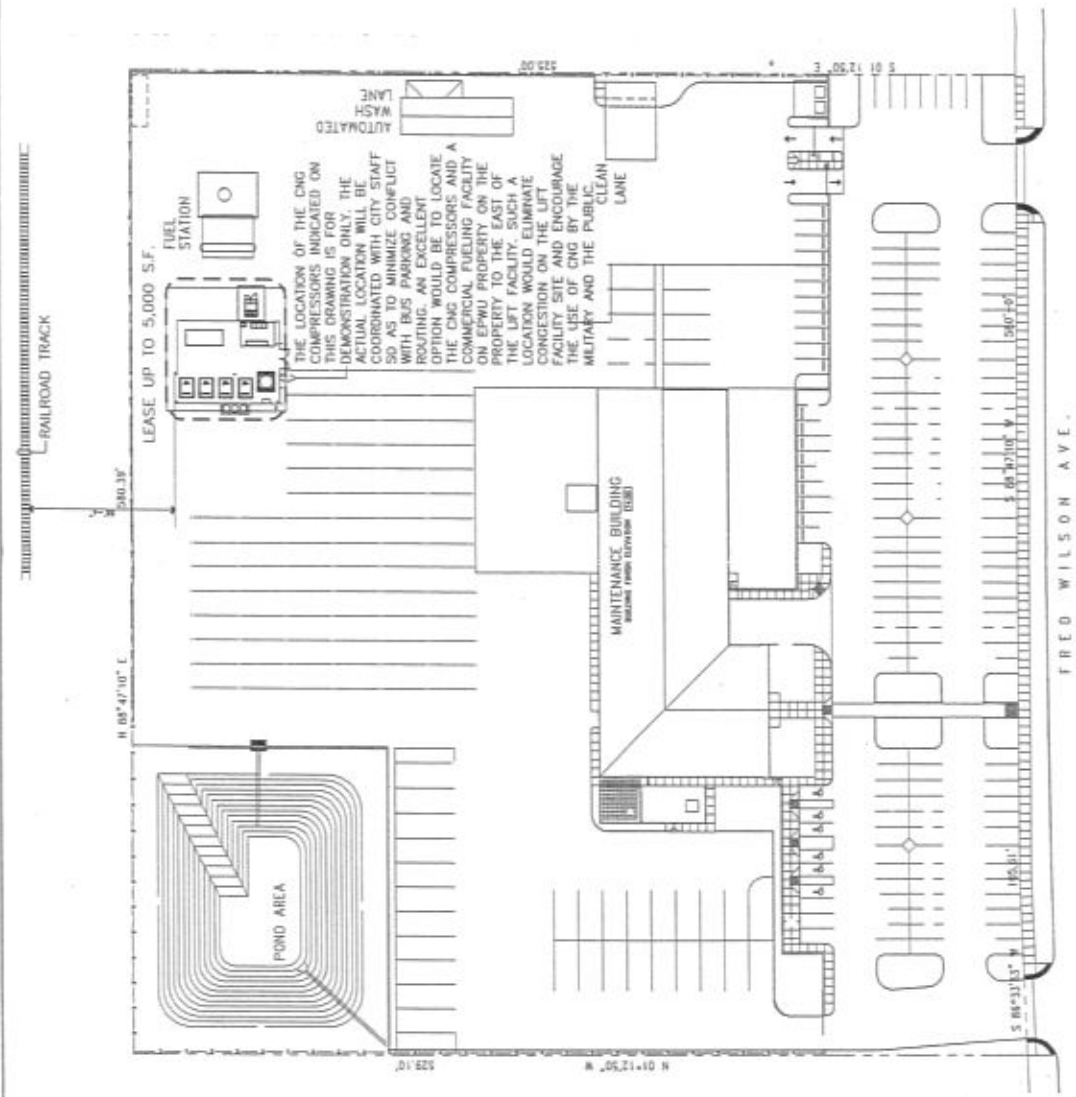
CITY OF
EL PASO

Bath
ENGINEERING
CORPORATION



Mansfield
Gas Equipment Systems

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1 LIFT SITE PLAN

SCALE: 1/8" = 1'-0"



EL PASO CNG
COMPRESSOR STATIONS
LIFT SITE PLAN

DATE: 3-21-12

REVISIONS

DATE: 3-21-12

DESCRIPTION

DATE: 3-21-12

DATE: 3-21-12

DATE: 3-21-12

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DATE: 3-21-12

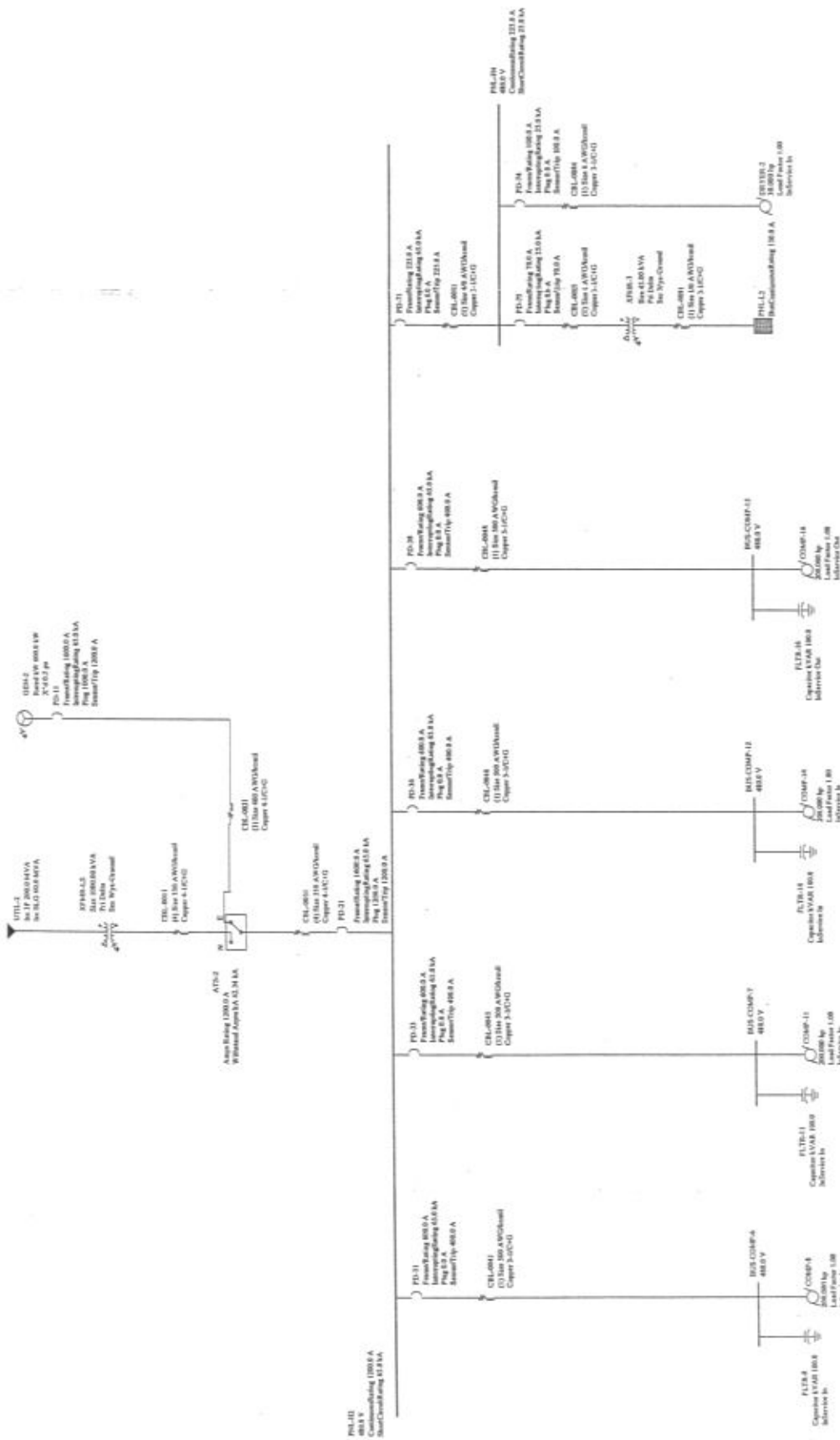
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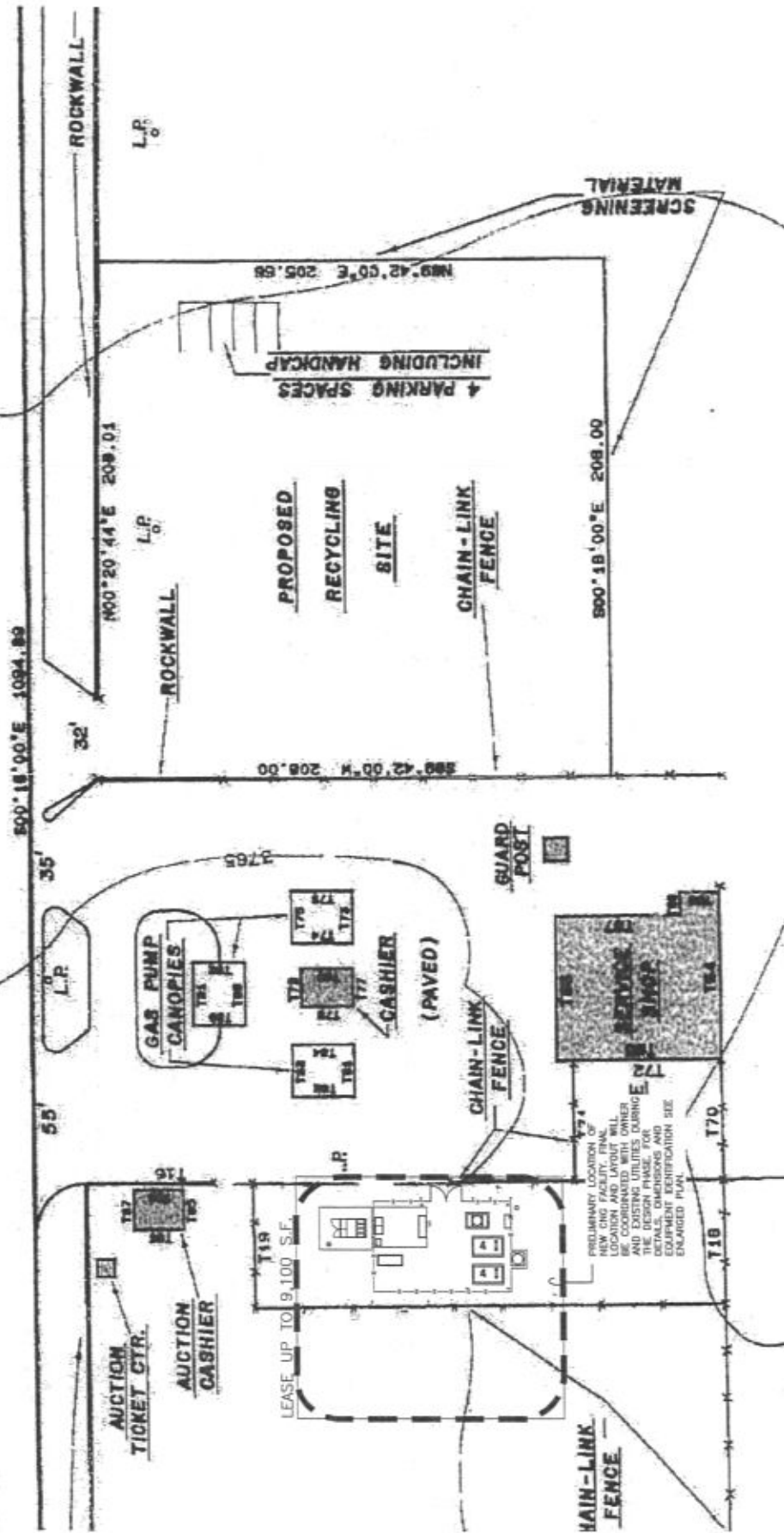
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[illegible]

LAFAYETTE



1 MSC SITE PLAN

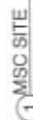
SCALE 1/4"=1'-0"

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| <div> <p>DATE</p> </div> | <div> <p>BY</p> </div> | <div> <p>DATE</p> </div> | <div> <p>BY</p> </div> | <div> <p>DATE</p> </div> |



Example: finding sub-optimization for this is at the moment impossible. $\text{maximize } x^2 + y^2$ s.t. $x + y = 1$

479

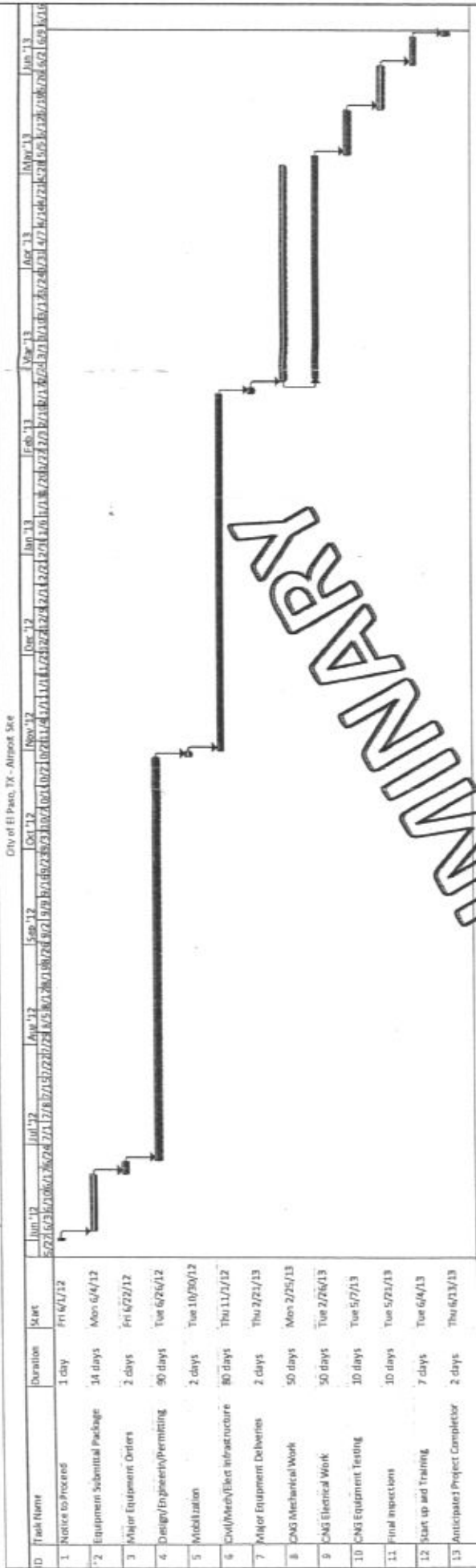


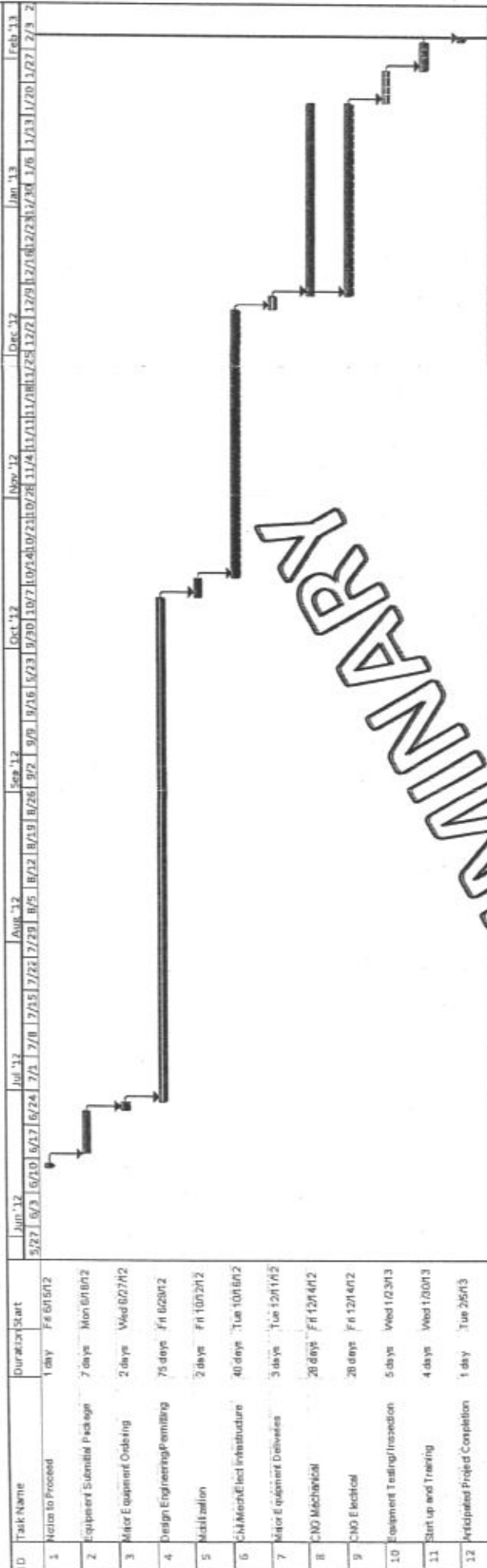
1 MSC SITE

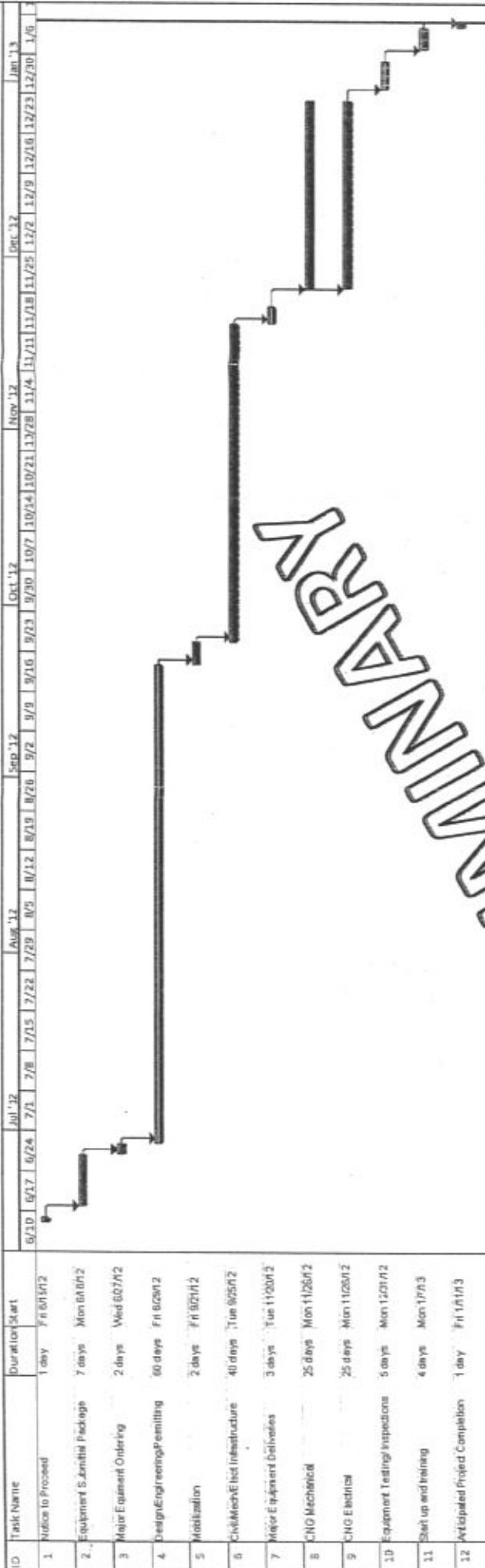
Bath

EL PASO CNG
COMPRESSOR STATIONS
MSC SITE

2144







SPARE PARTS LISTS

AIRPORT SITE

| Assy | Item | Qty | Assy | Item | Qty |
|-----------------|----------------------------------|-----|-------|-------------------------------------|-----|
| 1.750" SG-FS-HE | CHK VLV, DBL BALL, 1/4TX1/8P, SS | 4 | JGA/4 | BUSHING, BZ, ROD, JG:A:M:P:S:I | 8 |
| | CONC VLV, 078/035 1-3/4, 1-5/8 | 6 | | BUSHING, BZ, XHD, JG:N:A:Q | 8 |
| | O-RING, VT, 3.520 O.D. X .210 | 6 | | CHAIN, 35-1 X 96 | 2 |
| | O-RING, VT, 3.887 O.D. X .139 | 6 | | CHK VLV, 1/8MX1/8F, SS, PPT/14PSI | 4 |
| | STL GASKET, 2.438 X 2.125 X 60 | 10 | | CHK VLV, DBL BALL, 1/4TX1/8P, SS | 8 |
| 3.000" SG-CE | CHK VLV, DBL BALL, 1/4TX1/8P, SS | 4 | | CROSSHEAD PIN, JG:A:M:P:I:S | 2 |
| | DIS VLV, 52RX, MTX | 6 | | DOWEL PIN, 1/4 X 3/4 +.0002 | 8 |
| | GSKT, RND, 12 X 1/64 | 4 | | DUST SEAL, TFE, JG:A:M:P:N:Q | 2 |
| | O-RING, VT, 2.520 O.D. X .210 | 22 | | ELEMENT, THERM. VLV, 3/4", 170, FPE | 2 |
| | PIST/ROD, 3.000 X 2.000SG | 4 | | FF LUBR PUMP 1/4 ARIEL, REPL | 2 |
| | STL GASKET, 2.250X 2.438X 60 | 12 | | FF CYCLE IND, ARIEL, TRAB | 4 |
| | STL GASKET, 3.500 X 3.105 X 60 | 2 | | FF WHTLK PROX SWITCH, TRBN-SB | 4 |
| | SUC VLV, 52RX, NYX | 6 | | FLAT WASHER, 1/2 SAE | 2 |
| | THUMB SCREW, NYLON, 1/4-20 X 1/2 | 6 | | GAUGE, 100PSI, REPL, BOTTOM MOUNT | 2 |
| | | | | GAUGE, 3000 PSI, BACK, 3/8T, SS | 4 |
| 4.125" JG | CHK VLV, DBL BALL, 1/4TX1/8P, SS | 2 | | GSKT, RET, 14-7/32 X 12 X 1/32 | 4 |
| | DIS VLV, 60RX, THK GUARD, PKX | 5 | | GSKT, RET, 9-1/2X6-7/16X1/32 | 4 |
| | GSKT, RND, 12 X 1/64 | 2 | | GSKT, RND, 6 X 1/32 | 2 |
| | O-RING, VT, 2.770 O.D. X .210 | 10 | | GSKT, RT, 46-1/8X12-11/16X1/32 | 3 |
| | O-RING, VT, 4.520 O.D. X .210 | 2 | | GSKT, SQR, 4 X 4 X 1/32 | 2 |
| | P ROD, 3.005TK/20.305LG | 2 | | LIP SEAL, TEFLON, 3/4" VALVE, FPE | 2 |
| | PISTON COLLAR, 2-1/2=8JG:MP | 2 | | LO FILTER ELEMENT, SPIN-ON | 1 |
| | PISTON NUT, 2-1/4" THRU 8" JG:MP | 2 | | O-RING, VT, FPE | 2 |
| | STL GASKET, 2.750 X 2.570 X 30 | 10 | | RUPTURE DISC, 3700 PSIG, YELLOW | 8 |
| | STL GASKET, 4.480 X 4.230 X 60 | 2 | | SELF-LOCK NUT, ESNA, 3/8-24 | 8 |
| | SUC VLV, 60RX, THK MTX | 5 | | SIGHT GLASS, 1" NPT | 2 |
| | UNL PISTON RING, 3 O.D. | 2 | | SIGHT GLASS, 3/4" NPT | 2 |
| | V PACKING, UNL | 2 | | SLEEVE BRG, H/S, MAIN, JG:M:P:S | 14 |
| | | | | SLEEVE BRG, H/S, ROD, JG:M:P:S | 16 |
| | | | | SLEEVE BRG, H/S, THRUST, JG:M:P:S | 2 |
| | | | | THD. TAPER PIN, #4 X 3/4LG | 4 |
| | | | | THD. TAPER PIN, #5 X 1-1/2LG | 8 |
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| 6.125" JG | DIS VLV, 70RX, MTX | 9 | | | |
| | GSKT, RND, 12 X 1/64 | 2 | | | |
| | O-RING, VT, 3.145 O.D. X .210 | 18 | | | |
| | O-RING, VT, 6.395 O.D. X .210 | 3 | | | |
| | P ROD, 3.005TK/20.305LG | 2 | | | |
| | PISTON COLLAR, 2-1/2=8JG:MP | 2 | | | |
| | PISTON NUT, 2-1/4" THRU 8" JG:MP | 2 | | | |
| | STAT-O-SEAL, VT, 75DUR. 3/4 DIA | 2 | | | |
| | STL GASKET, 3.220 X 3.024 X 30 | 18 | | | |
| | STL GASKET, 6.870 X 6.593 X 60 | 2 | | | |
| | SUC VLV, 70RX, NYX | 9 | | | |
| | THUMB SCREW, NYLON, 1/4-20 X 3/4 | 18 | | | |
| | UNL PISTON RING, 5-1/4 O.D. | 2 | | | |
| | V PACKING, UNL | 2 | | | |
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Quantities reflected above are required per compressor as we have proposed per site and noted in the Equipment Description section of this proposal.

LIFT and MSC SITES

| Assy | Item | Qty | Assy | Item | Qty |
|-----------------|--------------------------------|-----|--------------|--------------------------------|-----|
| 1.625" SG-FS-HE | ANNULAR SPRING,35CD1,CONC VLV | 6 | 6.125" SP-CE | CHK.VLV,DOU.BALL SOFT SEAT SS | 1 |
| | CHK VLV,DBL BALL,1/4TX1/8P,SS | 1 | | CNTR BOLT,1/2-20X2.360 | 1 |
| | CONC VLV,078/035 1-3/4,1-5/8 | 2 | | DIS VLV SEAT ASSY, 98RX | 1 |
| | COUNTER RING,78C1,CONC VLV | 1 | | DIS VLV, 98RX, MTX | 2 |
| | LENTOID SPRING, CONCENTRIC VLV | 6 | | KIT,VLV, 98RX, MTX | 1 |
| | LOCKNUT, DRAKE 3/8-24 | 1 | | KIT,VLV, 98RX,NYX | 1 |
| | LOWER PART ASSY,CONCENTRIC VLV | 1 | | LIFTWASHER,88-117,.031 THK | 2 |
| | O-RING,VT, 3.887 O.D. X .139 | 2 | | LIFTWASHER,88-117,.039 THK | 2 |
| | O-RING,VT, 4.020 O.D. X .210 | 1 | | LOCKNUT, DRAKE 1/2-20 | 2 |
| | STL GASKET, 2.438 X 2.125 X60 | 5 | | O-RING,VT, 4.270 O.D. X .210 | 4 |
| | UPPER PART CONC VLV | 1 | | O-RING,VT, 6.395 O.D. X .210 | 3 |
| | VLV RING, 35CD10 | 1 | | PISTON NUT, 2-1/4"THRU 8"JG:MP | 1 |
| | VLV RING, 78CD | 1 | | PISTON RING, 6-1/8JG:A:M:SP:J | 4 |
| | | | | STL GASKET, 4.320 X 4.125 X 30 | 4 |
| | | | | STL GASKET, 6.870 X 6.593 X 60 | 2 |
| 3.375" SG-CE | CHK VLV,DBL BALL,1/4TX1/8P,SS | 1 | JGQ/2 | SUC VLV SEAT, 98RX | 1 |
| | DIS VLV SEAT ASSY, 52RX THK | 1 | | SUC VLV, 98RX,NYX | 2 |
| | DIS VLV, 52RX, MTX | 2 | | UNL.PISTON RING, 4-1/2 O.D. | 1 |
| | GSKT,RND,12 X 1/64 | 1 | | V PACKING, UNL | 1 |
| | GUIDE RING,52RX,.327 THK | 3 | | BLOW-OUT ASSY,SPECIFY DISC. | 1 |
| | KIT,VLV, 52RX, MTX | 1 | | BLOW-OUT DISC,3250 PSIG,PURPLE | 8 |
| | KIT,VLV, 52RX, NYX | 1 | | BUSHING,BZ,ROD,JG:A:M:P:S:I | 2 |
| | LOCKNUT, DRAKE,5/16-24 | 2 | | BUSHING,BZ,XHD,JG:N:A:Q | 2 |
| | O-RING,VT, 2.520 O.D. X .210 | 7 | | CHAIN,35-1 X 94 | 1 |
| | O-RING,VT, 3.887 O.D. X .139 | 1 | | CHK VLV,1/8MX1/8F,SS,PPT/14PSI | 2 |
| | PIST/ROD, 3.375 X 1.250SG | 1 | | CHK.VLV,DOU.BALL SOFT SEAT SS | 4 |
| | PISTON RING, 1-1/4JG:SG,PK,SJ | 6 | | CROSSHEAD PIN,JG:A:M:P:I:S | 1 |
| | RBLD KIT,PIST ROD PKG,1.125 | 1 | | DOWEL PIN, 1/4 X 3/4 +.0002 | 4 |
| | RIDER RING, 3-3/8SG,SJ | 4 | | DUST SEAL,TFE,JG:A:M:P:N:Q | 2 |
| | STL GASKET, 2.250X 2.438X 60 | 4 | | ELEMENT,THERM.VLV,3/4",170,FPE | 1 |
| | STL GASKET, 4.000 X 3.813 X 60 | 2 | | FF LUBR PUMP 1/4 PREMIER | 2 |
| 4.375" SP-CE | SUC VLV SEAT, 52RX | 1 | | FF.CYCLE IND,ARIEL,TRAB | 1 |
| | SUC VLV, 52RX, NYX | 2 | | FF.WHTLK PROX SWITCH,TRBN-SB | 1 |
| | THUMB SCREW,NYLON,1/4-20 X1/2 | 2 | | FILTER KIT, LUBRICATOR 150 MIC | 1 |
| | WEAR BAND, 1-1/4JG:SG:RJ,.875W | 1 | | FLAT WASHER, 1/2 SAE | 1 |
| | CHK VLV,DBL BALL,1/4TX1/8P,SS | 1 | | GAUGE, 3000 PSI, BACK MOUNT | 1 |
| | DIS VLV SEAT ASSY, 60RX | 1 | | GAUGE,100PSI,REPL,BOTTOM MOUNT | 1 |
| | DIS VLV, 60RX, THK.GUARD,PKX | 2 | | GSKT,NST,1/32,M:P:I:JG/2,TUT | 1 |
| | GSKT,RND,12 X 1/64 | 1 | | GSKT,RET,9-1/2X6-7/16X1/32 | 6 |
| | GUIDE RING,60RX,.248 THK | 1 | | GSKT,RET,TOP CVR,M:P, 1/32 | 3 |
| | GUIDE RING,60RX,.287 THK | 1 | | GSKT,RND,5-1/4X1/32 | 1 |
| | KIT,VLV, 60RX, THK MTX | 1 | | GSKT,RND,OIL SEAL,1/32 | 2 |
| | KIT,VLV, 60RX, THK.GUARD,PKX | 1 | | LIP SEAL,TEFLON,3/4"VALVE, FPE | 1 |
| | LOCKNUT, DRAKE,5/16-24 | 2 | | LO FILTER ELEMENT,SPIN-ON | 3 |
| | O-RING,VT, 2.770 O.D. X .210 | 4 | | O-RING,VT, FPE | 1 |
| | O-RING,VT, 6.645 O.D. X .210 | 3 | | SELF-LOCK NUT,ESNA,3/8-24 | 2 |
| | P ROD, 3.00STK/26.768LG | 1 | | SIGHT GLASS,1" NPT | 1 |
| | PISTON COLLAR, 2-1/2=8JG:MP | 1 | | SIGHT GLASS,3/4" NPT | 1 |
| | PISTON RING, 4-3/8P:SP | 5 | | SLEEVE BRG,H/S,MAIN,JG:M:P:S | 3 |
| | RBLD KIT,PIST ROD PKG,1.125 | 1 | | SLEEVE BRG,H/S,ROD,JG:M:P:S | 4 |
| | STL GASKET, 2.750 X 2.570 X30 | 4 | | SLEEVE BRG,H/S,THRUST,JG:M:P:S | 1 |
| | STL GASKET, 4.725 X 4.475 X 60 | 2 | | | |
| | SUC VLV SEAT, 60RX THK | 1 | | | |
| | SUC VLV, 60RX, THK MTX | 2 | | | |

Quantities reflected above are required per compressor as we have proposed per site and noted in the Equipment Description section of this proposal.

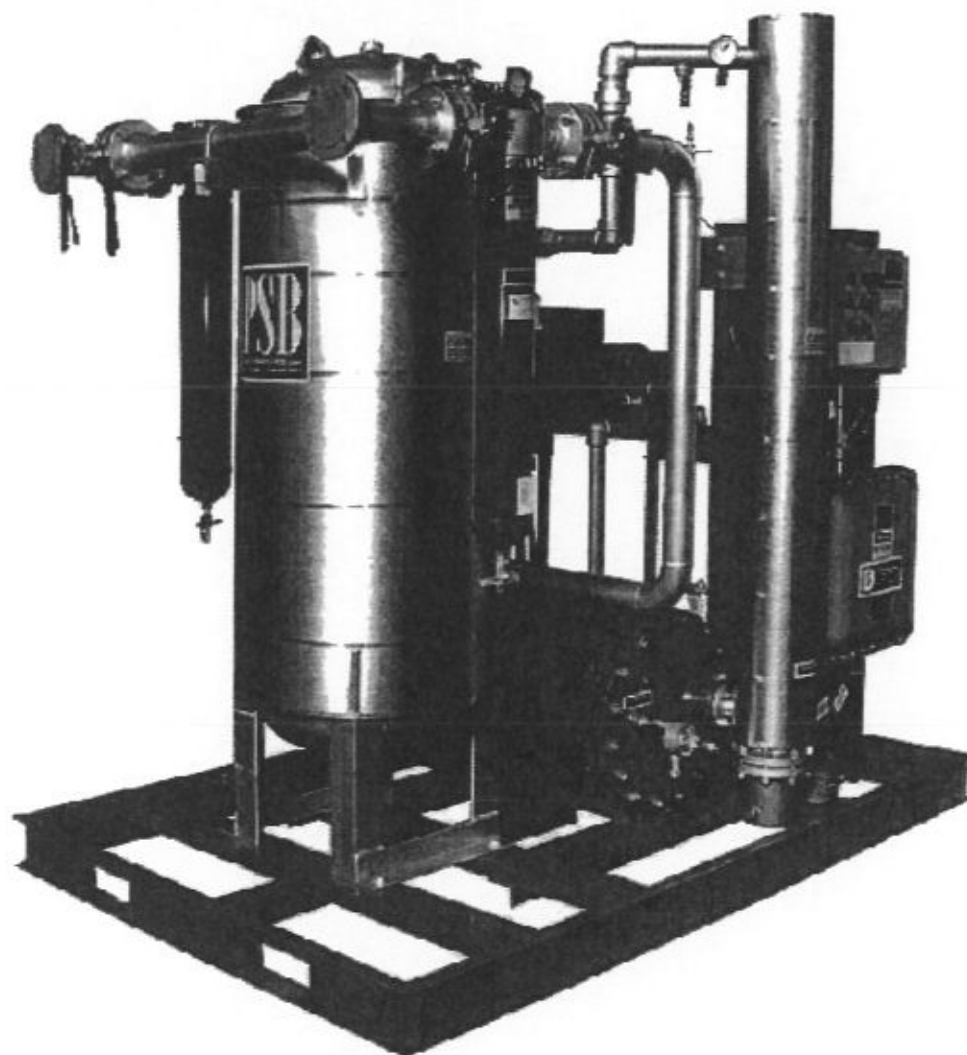
Corporate - 1025 Airport Parkway, SW - Gainesville, GA 30501 Headquarters - 4280 Lowell Street, Ontario, CA 91761-1529

Phone 1.800.695.6626 • Fax 678.207.3106 • mgesbids@mansfieldoil.com

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**Single Vessel
Manual Regeneration
NGV Fuel Gas Dryers**

Airport, Lift & MSC Site
NG-SR



NG series 



MADE IN THE U.S.A.

PSB INDUSTRIES INC.
ISO 9001:2008 CERTIFIED



PSB – General Air Division (formerly a division of Zurn Industries) specializes in compressed air, gas, and liquid dehydration/purification technologies and offers a diverse line of product applications. Our packaged systems – from the smallest to the largest applications – remove moisture and contaminants from process streams. PSB's custom-designed Hydriers® are specially constructed to our customers' specifications for gas and liquid processes, unlimited in size and capacity, and are designed for maximum efficiency. Meeting this manufacturing challenge, PSB's own facilities, as well as our key worldwide alliances, are well-equipped to handle our customers' wide range of requirements.

NG-SR Single Vessel Natural Gas Dryer – Manual Regeneration

PSB type NG-SR is an ideal system for drying small to medium volumes of natural gas for stations with intermittent use. Each unit is conservatively sized to remove moisture from gas upstream of the natural gas compressor.

When the initial charge of desiccant has reached maximum drying capacity, it can be regenerated manually with the operator initiated, external regeneration package.

"DDP" Digital Dew Point Meter is provided to indicate the effluent dew point, confirming performance, and need for regeneration.

PSB's standard package includes factory fit pre filter for removing dirt/aerosols and after filter for removing desiccant dust.

NG-SR Dryer General Design Features:

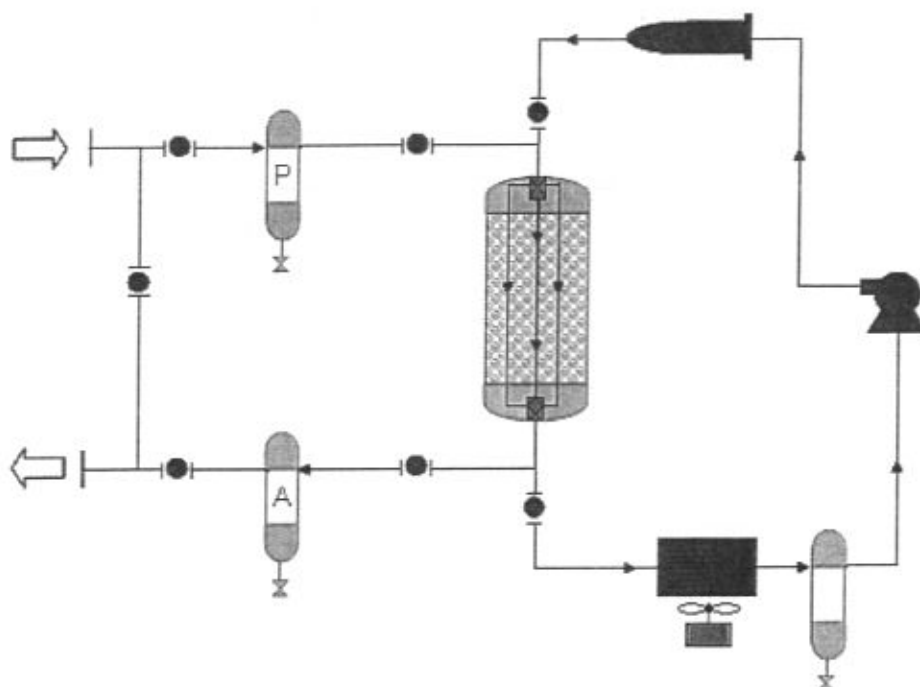
- Adsorber vessel designed, manufactured and stamped per ASME code Section VIII Alternatives available
- Piping designed per ASME B31.3
- NEMA / NEC electrical construction standard
- Closed-loop regeneration of the molecular sieve adsorbent
- Three valve block and bypass piping arrangement for isolation of the dryer
- Pre filter and after filter complete with differential pressure indicators
- Insulated adsorber vessel and electric heater for heat conservation
- Incoloy sheath low watt density flanged immersion type electric heater
- Stainless steel desiccant screens and diffusers
- Desiccant drain and fill port on vessel
- Air cooled gas cooler with non-sparking fan and TEFC motor.

NG-SR Dryer Instrument and Control Features:

- Electrical enclosures for operation in Class 1, Division 2, Group D areas
- Fully programmed PLC based dryer control system
- Panel mounted regen start, regen stop, and alarm reset pushbuttons. Status lights and remote ESD and alarm customer contacts
- Heater element and over-temperature shutdowns and blower/heater interlocks
- Local temperature and pressure gauges for monitoring process and regeneration.
- Requires only a 460/3/60 power input. Optional voltages available.

TYPICAL FLOW DIAGRAM

NG-SR Single Vessel



| PSB Model | (1) MMSCF Capacity @ 7 lb. H ₂ O/MMSCF | Flow Capacity SCFM @ PSIG 25/50/100 | Process Connections Inches | Dimensions Inches | | | Package Weight lbs. |
|---------------|------------------------------------------------------|-------------------------------------------|----------------------------------|----------------------|----|-----|---------------------------|
| | | | | L | W | H | |
| NG-SR-5.0-1.5 | 5.0 | 191 / 244 / 325 | 1.5 NPT | 104 | 68 | 103 | 3,780 |
| NG-SR-6.5-2 | 6.5 | 324 / 413 / 550 | 2 NPT | 104 | 68 | 112 | 3,900 |
| NG-SR-10-2 | 10 | 324 / 413 / 550 | 2 NPT | 104 | 68 | 112 | 4,000 |
| NG-SR-10-3 | 10 | 648 / 826 / 1100 | 3 FLG | 104 | 68 | 112 | 4,500 |
| NG-SR-15-2 | 15 | 324 / 413 / 550 | 2 NPT | 110 | 68 | 110 | 4,900 |
| NG-SR-15-3 | 15 | 648 / 826 / 1100 | 3 FLG | 110 | 68 | 110 | 5,000 |
| NG-SR-21-3 | 21 | 648 / 826 / 1100 | 3 FLG | 120 | 93 | 100 | 7,000 |
| NG-SR-21-4 | 21 | 1178 / 1502 / 2000 | 4 FLG | 132 | 93 | 100 | 7,500 |
| NG-SR-21-6 | 21 | 1860 / 2373 / 3160 | 6 FLG | 132 | 93 | 100 | 8,000 |

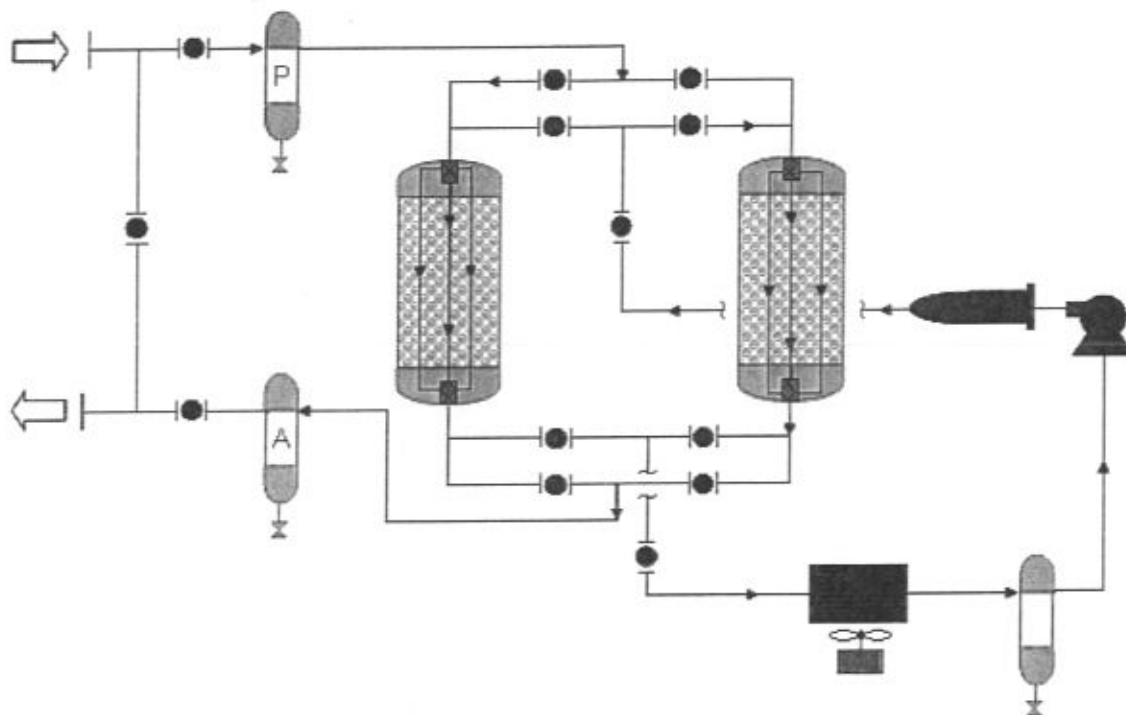
Specifications and information subject to change. Contact factory for your specific application.

(1) Capacity multiplier for moisture contents other than 7 lb. H₂O/MMSCF

Example: Capacity of model NG-SR-6.5-2 with inlet natural gas with 10 lb. H₂O/MMSCF
 6.5 MMSCF x 0.7 (multiplier) = 4.55 MMSCF capacity

| Actual lb. H ₂ O/MMSF | 2 | 4 | 6 | 7 | 10 | 15 | 20 | 40 | 50 |
|-------------------------------------|------|------|------|-----|-----|-----|------|------|------|
| Multiplier | 2.27 | 1.49 | 1.11 | 1.0 | 0.7 | 0.5 | 0.39 | 0.21 | 0.17 |

NG-SRD Dual Vessel Series



NG-SRD is the dual vessel version allowing for continuous drying. While one vessel is drying the other can be manually regenerated without interrupting the drying flow.

NG-SR/SRD DESIGN FEATURES

- Adsorber vessel designed, manufactured and stamped per ASME code Section VIII
- Stainless steel vessel screens
- PSV protecting dryer vessel(s): ASME rated
- Installed pre filter with ΔP indicator and drain valve
- Installed after filter with ΔP indicator and vent valve
- Three valve system bypass package
- Initial charge of adsorbent
- Manual regeneration valves
- DDP – Digital Dew Point Monitor complete with two alarms (CL 1, DIV 2, GR D)

Typical Options:

- Dual tower option is type "NG-SRD-XX"
- Higher design pressures



PSB Industries Inc.

1202 West 12th Street • Erie, PA. USA

Phone: 814-453-3651 • Fax: 814-454-3492

www.PSBINDUSTRIES.com

**J-W Power Company****CUA-760-4**

Cummins KTA38GC-760 hp gas engine

Ariel JGA-4 (1) 6-1/8" & (1) 4-1/8" & (2) 3" CE, & (2) 1-3/4" HE x 3" Stroke

Package Application

The compressor package is designed for optimum performance at the following operating conditions:

| Case | Suction Pressure (psig) | Discharge Pressure (psig) | Suction Temperature (°F) | Capacity (MMSCFD) | Required Horsepower |
|------|----------------------------|------------------------------|-----------------------------|----------------------|------------------------|
| 1 | 200 | 4500 | 80 | 1941 | 525 |

Process gas specific gravity = 0.61 per customer supplied gas analysis; Elevation = 4000'; Ambient Air = 110°F

Package operating conditions are *not* limited to those described above. Variations in package flow capacity due to site conditions, including elevation, gas temperatures, gas composition, fuel composition, etc., should be expected, consult the J-W Power Company Applications Department with actual conditions for site ratings.

J-W Power Company guarantees Ariel 7.6.6.1 performance runs predicted flow at 94%.

Engine and Accessories

| | |
|---------------------------|-----------------------------------------|
| Manufacturer | Cummins |
| Model | KTA38GC |
| Rating | 760 Horsepower @ 1,800 RPM |
| Site Derate | 0 |
| Parasitic Derate | 75 HP |
| Net Available Compression | 685 HP |
| # of Power Cylinders | 12 |
| Aspiration | Turbocharged |
| Maximum/Minimum RPM | 1,800 / 1,350 |
| Engine Control | Altronic AFR w/Electronic Governor |
| Governor | Woodward Proact ISC Electronic Governor |
| Alternator | Murphy Class 1 Div 2 compliant |
| Silencer | Maxim M21-10 |
| Catalyst | DCL, DC73-10 |
| Air Cleaner | Cummins Supplied |
| Starter | TDI air/gas |
| Oil Filter | Hillard By-Pass |

Air Fuel Ratio Controller
Ignition

Cummins
Cummins CPU95, CSA compliant

Compressor

Manufacturer / Model Ariel / JGA-4
Type Reciprocating
Maximum HP 560
Maximum/Minimum RPM 1800/900
Maximum Rod Load Tension 10,000 lb
Maximum Rod Load Compression 11,000 lb
Maximum Total Rod Load 20,000 lb
Number of Throws 4
Stroke 3"
Rod 1-1/8"

Cylinders

| Stage | 1 | 2 | 3 | 4 |
|---------------------|----------|-----------|-----------|---------------|
| Number of Cylinders | 1 | 1 | 2 | 2 |
| Bore | 6.125" | 4.125" | 3.00" | 1.750" |
| Class | 6-1/2JG | 4-1/8JG | 3SG-CE | 1-3/4SG-FS-HE |
| Action | DBL | DBL | CE | HE |
| MAWP | 635 psig | 1270 psig | 2550 psig | 6100 |
| VVCP | Yes | N/A | N/A | NA |
| Spacers | | | | |

Coupling¹

Model Rexnord, CMR-500 Covered by aluminum safety guard

Cooler¹

Manufacturer / Model Air-X-Hemphill / 120 VI or equal
Mounting On skid
Drive Belt and pulley off engine
Ambient Air Design 110°F
Elevation Design 4000
Ladder OSHA Compliant
Surge Tank Manchester tank, 14" x 76" dual chamber

Gas Section Design

| Section | IC-1 | IC-2 | IC-3 | AC |
|---------------------------|----------|----------|----------|----------|
| ASME Code Stamp | Yes | Yes | Yes | Yes |
| National Board Registered | Yes | Yes | Yes | Yes |
| Header Material | SA516-70 | SA516-70 | SA516-70 | SA516-70 |
| Tube Material | SA214 | SA214 | SA214 | SA179 |
| Flow (MMSCFD) | 2.9 | 2.9 | 2.9 | 2.9 |

| | | | | |
|-----------------------|--------------|-----------|-----------|-----------|
| Fouling Factor | 0.002 | 0.002 | .002 | .002 |
| Inlet Pressure (psig) | 472 | 1049 | 2225 | 4545 |
| Pressure Drop (psid) | 6.3 | 7.1 | 13.4 | 11.3 |
| Temperature In (°F) | 205 | 260 | 240 | 223 |
| Temperature Out (°F) | 120 | 120 | 120 | 120 |
| MAWP | 635 psig | 1270 psig | 2550 psig | 5000 psig |
| Heatload (MBTU/HR) | 287.03 | 516.84 | 498.60 | 451.04 |
| Louvers | Not equipped | | | |

*Based on 0.61 Specific Gravity Gas

Controls

Controller Manufacturer
Processor
Power Source
Mounted

Murphy
Allen Bradley Compactlogix 5332
Site Power
On Skid

CONTROL PANEL I/O LIST

| I/O Type | No. | Description | Panel Device |
|----------------|-----|-----------------------------|----------------------------|
| Discrete Input | 1 | Local Emergency Stop | Maintained Pushbutton |
| Discrete Input | 2 | Local Start | Momentary Pushbutton |
| Discrete Input | 3 | Local Stop | Momentary Pushbutton |
| Discrete Input | 4 | Alarm Reset | Momentary Pushbutton |
| Discrete Input | 5 | Local Test | Momentary Pushbutton |
| Discrete Input | 6 | Unit Manual Mode | 4 Position Selector Switch |
| Discrete Input | 7 | Unit Auto Mode | |
| Discrete Input | 8 | Unit Stand Alone Mode | |
| Discrete Input | 9 | Spare | |
| Discrete Input | 10 | Lubricator No Flow #1 Pulse | End Device Not Provided |
| Discrete Input | 11 | Lubricator No Flow #2 Pulse | End Device Not Provided |
| Discrete Input | 12 | Low Compressor Oil Level | End Device Not Provided |
| Discrete Input | 13 | High Blowdown Tank Level | End Device Not Provided |
| Discrete Input | 14 | Spare | |
| Discrete Input | 15 | Spare | |
| Discrete Input | 16 | Spare | |
| Discrete Input | 17 | Spare | |
| Discrete Input | 18 | Spare | |
| Discrete Input | 19 | Spare | |
| Discrete Input | 20 | Spare | |
| Discrete Input | 21 | Spare | |
| Discrete Input | 22 | Spare | |
| Discrete Input | 23 | Spare | |
| Discrete Input | 24 | Spare | |
| Discrete Input | 25 | Spare | |
| Discrete Input | 26 | High Main Motor Temperature | End Device Not Provided |
| Discrete Input | 27 | Main Motor Overload | End Device Not Provided |
| Discrete Input | 28 | Cooler Motor Overload | End Device Not Provided |
| Discrete Input | 29 | Lube Motor Running | 6A Relay (120VAC Coil) |
| Discrete Input | 30 | Cooler Motor Running | 6A Relay (120VAC Coil) |
| Discrete Input | 31 | Main Motor Running | 6A Relay (120VAC Coil) |
| Discrete Input | 32 | Spare Motor Running | 6A Relay (120VAC Coil) |

| | | | |
|---------------|----|------------------------------------------------|---------------------------|
| Relay Output | 1 | Lube Motor Starter | 6A Relay (24VDC Coil) |
| Relay Output | 2 | Cooler Motor Starter | 6A Relay (24VDC Coil) |
| Relay Output | 3 | Main Motor Starter | 6A Relay (24VDC Coil) |
| Relay Output | 4 | Compressor Oil Heater | 6A Relay (24VDC Coil) |
| Relay Output | 5 | Bypass Valve | 6A Relay (24VDC Coil) |
| Relay Output | 6 | Suction Valve | 6A Relay (24VDC Coil) |
| Relay Output | 7 | Filter Drain Valve | 6A Relay (24VDC Coil) |
| Relay Output | 8 | Load Valve | 6A Relay (24VDC Coil) |
| Relay Output | 9 | ESD/Gas Detection Shutdown - Remote Indication | 6A Relay (24VDC Coil) |
| Relay Output | 10 | Gas Detection Alarm - Remote Indication | 6A Relay (24VDC Coil) |
| Relay Output | 11 | Available for Remote Start - Remote Indication | 6A Relay (24VDC Coil) |
| Relay Output | 12 | Air Compressor | 6A Relay (24VDC Coil) |
| Relay Output | 13 | Motor Timeout - Local Indication | Blue Pilot Light (LED) |
| Relay Output | 14 | Unit Running Loaded - Local Indication | Green Pilot Light (LED) |
| Relay Output | 15 | Unit Standby - Local Indication | Amber Pilot Light (LED) |
| Relay Output | 16 | Unit Fault (Alarm/Shutdown) - Local Indication | Red Pilot Light (LED) |
| 4-20mA Input | 1 | Instrument Air Pressure | PXT Provided |
| 4-20mA Input | 2 | Compressor Oil Pressure | PXT Provided (Ship Loose) |
| 4-20mA Input | 3 | Suction Pressure | PXT Provided w/ Snubber |
| 4-20mA Input | 4 | 1 ST Stage Discharge Pressure | PXT Provided w/ Snubber |
| 4-20mA Input | 5 | 2 nd Stage Discharge Pressure | PXT Provided w/ Snubber |
| 4-20mA Input | 6 | 3 rd Stage Discharge Pressure | PXT Provided w/ Snubber |
| 4-20mA Input | 7 | 4 th Stage Discharge Pressure | PXT Provided w/ Snubber |
| 4-20mA Input | 8 | 5 th Stage Discharge Pressure | PXT Provided w/ Snubber |
| 4-20mA Input | 9 | Captive Receive Pressure | PXT Provided w/ Snubber |
| 4-20mA Input | 10 | Control Pressure Header | PXT Provided w/ Snubber |
| 4-20mA Input | 11 | Compressor Non Drive End Vibration | End Device Not Provided |
| 4-20mA Input | 12 | Compressor Drive End Vibration | End Device Not Provided |
| 4-20mA Input | 13 | Motor Non Drive End Vibration | End Device Not Provided |
| 4-20mA Input | 14 | Cooler Vibration | End Device Not Provided |
| 4-20mA Input | 15 | Spare | |
| 4-20mA Input | 16 | Gas Detection Level | End Device Not Provided |
| 4-20mA Output | 1 | Suction Control Valve | End Device Not Provided |
| 4-20mA Output | 2 | Spare | |
| T/C Input | 1 | Compressor Oil Temperature | End Device Not Provided |
| T/C Input | 2 | Suction Temperature | End Device Not Provided |
| T/C Input | 3 | 1st Stage Discharge Temperature Cylinder-A | End Device Not Provided |
| T/C Input | 4 | 1st Stage Discharge Temperature Cylinder-B | End Device Not Provided |
| T/C Input | 5 | Spare | End Device Not Provided |
| T/C Input | 6 | 2nd Stage Discharge Temperature Cylinder | End Device Not Provided |
| T/C Input | 7 | Spare | End Device Not Provided |
| T/C Input | 8 | Spare | End Device Not Provided |
| T/C Input | 9 | 3rd Stage Discharge Temperature Cylinder | End Device Not Provided |
| T/C Input | 10 | Spare | End Device Not Provided |
| T/C Input | 11 | Spare | End Device Not Provided |
| T/C Input | 12 | 4th Stage Discharge Temperature Cylinder-A | End Device Not Provided |
| T/C Input | 14 | Spare | End Device Not Provided |
| T/C Input | 15 | 5th Stage Discharge Temperature Cylinder-A | End Device Not Provided |
| T/C Input | 17 | Spare | End Device Not Provided |

Process Piping

Process piping adheres to ASME B31.3 Random Normal Fluid Service X-Ray Requirements and piping is hydrostatically tested 1.5 times MAWP with 1/16" corrosion allowance.

Vessels

| | | | |
|-------|-----------------|-------------------------|-------------------------|
| Stage | Blowdown Tank | 2 nd Suction | 3 rd Suction |
| MAWP | 635 psig | 500 psig | 5000 psig |
| Type | Horizontal Tank | Parker H12 | Parker J6 |
| Qty | 1 | 1 | 1 |

| | | |
|-------|-------------------------|---------------------------|
| Stage | 4 th Suction | 4 th Discharge |
| MAWP | 5000 psi | 5000 psi |
| Type | Parker J6 | Parker J6 |
| Qty | 1 | 2 |

Process Relief Valves¹

| | | | | | |
|---------------------|---------|------------|------------|------------|------------|
| Location | Suction | IC-1 Inlet | IC-2 Inlet | IC-3 Inlet | IC-4 Inlet |
| Type | Mercer | Mercer | Mercer | Mercer | Mercer |
| Set Pressure (psig) | 500 psi | 500 psi | 1270 psi | 2550 psi | 5000 psi |

Skid¹

Skid is constructed of heavy-duty steel requiring no foundation to be poured on location. Includes environmental drip lips for fluid containment and tread plate for high work areas to reduce slip hazards.

| | | |
|------------------------------------|----------------------------------------|-------------------------------|
| Number of Main Runners | 4 | |
| Concrete | Under Compressor, Engine, and Coupling | |
| Draw Bar / Lifting Lug | Lift lugs each end | |
| Shipping Dimensions ¹ : | | |
| | Main Unit | Cooler (Mounted on main skid) |
| Length | 35' | |
| Width | 8' | |
| Height | 8' | |
| Weight | 75,000 lbs | 16,000 lbs |

Schedule of Openings¹

| | |
|-----------------------|------------------|
| Process Gas Suction | 4" 300# RF |
| Process Gas Discharge | 1-1/2" 2500# RTJ |

Miscellaneous

1. Torsional study not included.
2. Pulsation per API 618 Design Approach 2 included.
3. No start-up cost included in quotation.
4. Enclosure is not included.

5. Exhaust catalytic converter and silencer installed on cooler.

Paint & Storage

Waterborne navy gray paint with a minimum thickness of 3 mils
Preserved with Nox-Rust to preserve for up to a one-year period

Testing

No Load Test Run with J-W Power Company Checklist
Instrument tubing leak tested with compressed air after assembled on package

Documentation

One hard copy and one electronic CD copy of Unit Manual included, sections include technical data with Product Identification Control sheets, driver, driver accessories, coupling, compressor, cooler with U-1A sheets, pressure vessels with U-1A sheets, control panel, instruments, accessory, reference drawings Plan & Elevation Drawing, Process Flow Drawing, Fuel/Start Drawing, Oil/Water Drawing, Control Panel Drawing included in Unit Manual.
Quality Control Shop Traveler available upon request.

Clarifications & Exceptions

1. Start-up cost not included in the quotation.

¹ Based on preliminary sizing. Subject to review and approval by J-W Power Company Engineering Department.



Company: J-W Power
Quote: John Barker

Ariel Performance

Customer: Mansfield
Inquiry:
Project: El Paso



7.6.6.1

Case 1:

Compressor Data:

| | | | | | |
|------------------|---------|-------------------|--------|-------------------|--------|
| Elevation, ft: | 4000.00 | Barmtr, psia: | 12.670 | Ambient, °F: | 105.00 |
| Frame: | JGA/4 | Stroke, in: | 3.00 | Rod Dia, in: | 1.125 |
| Max RL Tot, lbf: | 20000 | Max RL Tens, lbf: | 10000 | Max RL Comp, lbf: | 11000 |
| Rated RPM: | 1800 | Rated BHP: | 560.0 | Rated PS FPM: | 900.0 |
| Calc RPM: | 1800.0 | BHP: | 525 | Calc PS FPM: | 900.0 |

Driver Data:

Type: Unselected
Mfg:
Model:
BHP: 0
Avail: 0 (0)

Discharge

Services

Gas Model

Service 1

VMG

Stage Data:

1 (SG)

2

3

4

| | | | | | | |
|-----------------------|----------------|----------------|----------------|----------------|----------------|----------------|
| Target Flow, SCFM | 2000.000 | 2000.000 | 2000.000 | --- | 2000.000 | --- |
| Flow Calc, SCFM | 1941.823 | 1941.817 | 1941.806 | --- | 1941.819 | --- |
| BHP per Stage | 134.3 | 148.7 | 118.5 | --- | 111.5 | --- |
| Specific Gravity | 0.6100 | 0.6099 | 0.6099 | --- | 0.6099 | --- |
| Ratio of Sp Ht (N) | 1.2788 | 1.2793 | 1.2906 | --- | 1.2703 | --- |
| Comp Suct (Zs) | 0.9644 | 0.9406 | 0.8825 | --- | 0.8269 | --- |
| Comp Disch (Zd) | 0.9596 | 0.9431 | 0.9197 | --- | 0.9762 | --- |
| Pres Suct Line, psig | 200.00 | N/A | N/A | --- | N/A | --- |
| Pres Suct Flg, psig | 196.00 | 450.39 | 1012.30 | --- | 2153.81 | --- |
| Pres Disch Flg, psig | 459.56 | 1022.30 | <u>2175.14</u> | --- | 4545.13 | --- |
| Pres Disch Line, psig | N/A | N/A | N/A | --- | 4500.00 | --- |
| Pres Ratio F/F | 2.263 | 2.235 | 2.135 | --- | 2.104 | --- |
| Temp Suct, °F | 80.00 | 120.00 | 120.00 | --- | 120.00 | --- |
| Temp Clr Disch, °F | 120.00 | 120.00 | 120.00 | --- | 120.00 | --- |
| Cylinder Data: | Throw 4 | Throw 2 | Throw 1 | Throw 3 | Throw 1 | Throw 3 |
| Cyl Model | 6-1/2JG | 4-1/8JG | 3SG-CE | 3SG-CE | 1-3/4SG-FS-HE | 1-3/4SG-FS-HE |
| Cyl Bore, in | 6.125 | 4.125 | 3.000 | 3.000 | 1.750 | 1.750 |
| Cyl RDP (API), psig | 577.3 | 1154.5 | 2318.2 | 2318.2 | 5545.5 | 5545.5 |
| Cyl MAWP, psig | 635.0 | 1270.0 | 2550.0 | 2550.0 | 6100.0 | 6100.0 |
| Cyl Action | DBL | DBL | CE | CE | HE | HE |
| Cyl Disp, CFM | 181.0 | 80.4 | 19.0 | 19.0 | 7.5 | 7.5 |
| Pres Suct Intl, psig | 185.37 | 413.29 | 986.62 | 986.62 | 2141.66 | 2141.66 |
| Temp Suct Intl, °F | 84 | 124 | 123 | 123 | 123 | 123 |
| Pres Disch Intl, psig | 483.85 | 1102.15 | 2240.99 | 2240.99 | 4655.30 | 4655.30 |
| Temp Disch Intl, °F | 205 | 261 | 240 | 240 | 227 | 227 |
| HE Suct Gas Vel, FPM | 7554 | 9890 | N/A | N/A | 2361 | 2361 |
| HE Disch Gas Vel, FPM | 6975 | 8999 | N/A | N/A | 4820 | 4820 |
| HE Spcra Used/Max | 0/4 | 0/2 | N/A | N/A | 0/2 | 0/2 |
| HE Vol Pkt Avail, % | 1.64+65.80 | No Pkt | N/A | N/A | No Pkt | No Pkt |
| Vol Pkt Used, % | 0.00 (V) | No Pkt | N/A | N/A | No Pkt | No Pkt |
| HE Min Clr, % | 18.60 | 13.84 | N/A | N/A | 24.32 | 24.32 |
| HE Total Clr, % | 20.23 | 13.84 | N/A | N/A | 24.32 | 24.32 |
| CE Suct Gas Vel, FPM | 7299 | 9155 | 5159 | 5159 | N/A | N/A |
| CE Disch Gas Vel, FPM | 6740 | 8330 | 5272 | 5272 | N/A | N/A |
| CE Spcra Used/Max | 0/4 | 0/2 | 0/2 | 0/2 | N/A | N/A |
| CE Min Clr, % | 19.35 | 16.16 | 29.67 | 29.67 | N/A | N/A |
| CE Total Clr, % | 19.35 | 16.16 | 29.67 | 29.67 | N/A | N/A |
| Suct Vol Eff HE/CE, % | 75.9/76.7 | 82.1/80.1 | N/A/72.8 | N/A/72.8 | 81.5/N/A | 81.5/N/A |
| Disch Event HE/CE, ms | 6.9/7.8 | 7.2/8.1 | N/A/7.8 | N/A/7.8 | 7.4/N/A | 7.4/N/A |
| Suct Pseudo-Q HE/CE | 5.8/5.4 | 9.2/7.9 | N/A/3.0 | N/A/3.0 | 0.7/N/A | 0.7/N/A |
| Gas Rod Ld Comp, % | 81.7 C | 87.8 C | 90.2 C | 90.2 C | 90.2 C | 90.2 C |
| Gas Rod Ld Tens, % | 83.0 T | 80.7 T | 37.4 T | 37.4 T | 37.4 T | 37.4 T |
| Gas Rod Ld Total, % | 86.5 | 88.7 | 68.3 | 68.3 | 68.3 | 68.3 |
| Xhd Pin Deg/%Rvrs lbf | 173/85.0 | 176/76.0 | 125/27.7 | 106/25.9 | 125/27.7 | 106/25.9 |
| Flow Calc, SCFM | 1941.823 | 1941.817 | 970.903 | 970.903 | 970.910 | 970.910 |
| Cyl BHP | 134.3 | 148.7 | 59.2 | 59.2 | 55.7 | 55.7 |

10/13/2011 02:25:39

Note: **BOLD**=Out of Limits, *ITALIC*=Special Appl, **BOLD**=Review

SCFM at 14.70 psia, 60.0 °F

Page: 1 of 1

File: H:\Applications\APPS & ENGINEERING DEPTS ONLY\Quotation\CNG Station\CUA-760-4

CNG

Case: 1 - Pkg: 1

CNG\CUA-760-4 CNG.run



J-W Power Company

EA-200-4

TECO 447T Frame or equal

Ariel JGQ-2 6-1/8" & 4-3/8" & 3-3/8" & 1-5/8" x 3.0" Stroke

Package Application

The compressor package is designed for optimum performance at the following operating conditions:

| Case | Suction Pressure (psig) | Discharge Pressure (psig) | Suction Temperature (°F) | Capacity (SCFM) | Required Horsepower |
|------|----------------------------|------------------------------|-----------------------------|--------------------|------------------------|
| 1 | 100 | 4,500 | 80 | 519 | 182 |
| 2 | 110 | 4,500 | 80 | 567 | 194 |
| 3* | 120 | 4,500 | 80 | 616 | 205 |

Process gas specific gravity = 0.61 per customer supplied gas analysis; Elevation = 2000'; Ambient Air = 100°F. Package operating conditions are *not* limited to those described above. Variations in package flow capacity due to site conditions, including elevation, gas temperatures, gas composition, fuel composition, etc., should be expected, consult the J-W Power Company Applications Department with actual conditions for site ratings. J-W Power Company guarantees Ariel 7.6.5.1 performance runs predicted flow at 94%. *Optional VVCP required

Motor

| | |
|----------------|--------------------|
| Manufacturer | TECO (or equal) |
| Model | EP2004 |
| Frame | 447T |
| Rating | 200 HP @ 1,800 RPM |
| Poles | 4 |
| Voltage | 460 VAC 3 PH 60 HZ |
| Insulation | F |
| Service Factor | 1.15 |

Compressor

| | |
|--------------------------|---------------|
| Manufacturer / Model | Ariel/JGQ-2 |
| Type | Reciprocating |
| Maximum HP | 280 |
| Maximum/Minimum RPM | 1,800 / 900 |
| Maximum Rod Load Tension | 10,000 lbs |

Revision 0, 2011-07-15

Page 1 of 5

| | | | | |
|------------------------------|-----------------------|--------------------|----------------------|-------------------------|
| Maximum Rod Load Compression | 11,000 lbs | | | |
| Maximum Total Rod Load | 20,000 lbs | | | |
| Number of Throws | 2 | | | |
| Stroke | 3" | | | |
| Rod | 1-1/8" | | | |
| <i>Cylinders</i> | | | | |
| Stage | 1 | 2 | 3 | 4 |
| Number of Cylinders | 1 | 1 | 1 | 1 |
| Bore & Class | 6/125" / 6-1/2" SP-HE | 4.375"/4-3/8 SP-CE | 3.375" / 3-5/8 SG-CE | 1.625" / 1-3/4 SG-FS-HE |
| Action | HE | CE | CE | HE |
| MAWP | 600 psi | 935 psi | 2,550 psi | 6,100 psi |
| VVCP | No | No | No | No |
| Spacers | 0 | 0 | 0 | 0 |

**VVCP on 1st stage and Spacers can be quoted upon request*

Coupling¹

| | |
|----------------|-------------------------|
| Model | AMR-350 |
| Coupling Guard | Aluminum (non-sparking) |

Cooler¹

| | |
|---------------------------|--------------------------|
| Manufacturer / Model | TBD |
| Mounting | On Skid |
| Drive | 3 HP TEFC electric motor |
| ASME Code Stamp | No |
| National Board Registered | No |
| Header Material | TBD |
| Tube Material | TBD |
| Louvers | No |
| Ambient Air Design | 100 °F |
| Elevation Design | 2,000' |

Gas Section Design

| | | | | |
|-----------------|---------|---------|----------|----------|
| Section | IC-1 | IC-2 | IC-3 | AC |
| Temperature Out | 120°F | 120°F | 120°F | 120°F |
| MAWP | 600 psi | 935 psi | 2550 psi | 5000 psi |

**Based on 0.61 Specific Gravity Gas*

Controls

| | |
|-------------------------|------------------|
| Controller Manufacturer | Murphy |
| Annunciator | Murphy Centurion |
| Power Source | Site Power |
| Mounted | On Skid |

Panel Inputs

| | Action | Instrument Location | Display Location |
|-------------------------------------|--------|------------------------|---------------------|
| Emergency Shutdown Loop | S | Panel | Panel |
| High/Low Suct. Press. (First stage) | A/S | Panel | Panel |
| High/Low Disch. Press. (each stage) | A/S | Panel | Panel |
| Low Compressor Oil Pressure | A/S | Local | Panel |
| High Compressor Oil Temperature | A/S | Local | Panel |
| High Disch. Gas Temp. (each cyl.) | A/S/C | Local | Panel |
| Low Compressor Frame Oil Level | S | Local | Local/Panel |
| High Compressor Vibration | A/S | Local | Local/Panel |
| Compressor Lubricator No-Flow | A/S | Local | Local/Panel |
| Captive Receiver Pressure | A/S/C | Panel | Panel |
| High Captive Receiver Level | S | Local | Panel |
| Main Motor Running | A/S | MCC | Panel |
| Cooler Motor Running | A/S | MCC | Panel |
| Prelube Pump Running | A/S | MCC | Panel |
| High Cooler Vibration | S | Local | Local/Panel |
| Soft Start Fault | S | MCC | Panel |
| Instrument Air Pressure | A/S | Panel | Panel |
| Storage Pressure | A/S/C | Storage Skid | Panel |
| Final Discharge Temperature | A/S/C | Local | Panel |

A = Alarm / S = Shutdown / C = Control Point

Panel Outputs

| | Device Location |
|--------------------|-----------------|
| Main Motor Run | MCC |
| Cooler Motor Run | MCC |
| Prelube Pump Run | MCC |
| Suction Valve | Compressor Skid |
| Filter Drain Valve | Compressor Skid |
| Unit Fault | Panel |
| Unit Alarm | Panel |

Motor Starters¹

| | |
|-----------------------|----------------------|
| Drive Motor Starter | 200 HP Softstart |
| Prelube Motor Starter | 2 HP across the line |
| Cooler Motor Starter | 3 HP across the line |

Above listed starters are provided in a NEMA 4 enclosure for the customer to mount in a non-hazardous area.

Process Piping¹

Process piping adheres to ASME B31.3 Random Normal Fluid Service and piping is hydrostatically tested 1.5 times MAWP.

Piping will be A106-B Carbon Steel pipe and/or 316 seamless tubing.

Pressure vessels are ASME Section VIII coded and National Board Registered, and are hydrostatically tested 1.3 times MAWP

Vessels¹

| | | | | | |
|-------|---------------|----------------------|----------------------|----------------------|-----------|
| Stage | Blowdown Tank | 2 nd Suct | 3 rd Suct | 4 th Suct | Final |
| MAWP | 300 | 500 psi | 5000 psi | 5000 psi | 5000 psi |
| Type | Vertical Tank | CLSC FLTR | CLSC FLTR | CLSC FLTR | CLSC FLTR |
| Qty | 1 | 1 | 1 | 1 | 2 |

Process Relief Valves¹

| | | | | | |
|---------------------|---------|------------|------------|------------|----------|
| Location | Suction | IC-1 Inlet | IC-2 Inlet | IC-3 Inlet | AC Inlet |
| Type | Mercer | Mercer | Mercer | Mercer | Mercer |
| Set Pressure (psig) | 300 psi | 600 psi | 935 psi | 2550 psi | 5000 psi |

Skid¹

| | |
|------------------------|-----------------------|
| Number of Main Runners | 2 |
| Compressor skid | Structural steel skid |
| Concrete | None |
| Lifting Lug | Each Corner |
| Shipping Dimensions: | Main Unit |
| Length | 12' |
| Width | 8'-6" |
| Height | 7'-4" |
| Weight | 24,000 lb |

Schedule of Openings¹

| | |
|-----------------------|----------------|
| Process Gas Suction | 3" 300# Flange |
| Process Gas Discharge | 3/4" TBG |

Paint & Storage

Waterborne navy gray paint with a minimum thickness of 3 mils
Preserved with Nox-Rust to preserve for up to a one-year period

Testing

Panel function test with J-W Power Company Checklist
Process and utility system leak test
No-Load Run Test

Miscellaneous

1. Motor starter panel is shipped loose for customer to mount in non-hazardous area.
2. 3rd party Torsional Analysis NOT included

3. 3rd party pulsation study to meet API 618 Design Approach II, 4th edition NOT included.
4. No Start-up cost included in the quotation.
5. Tubing fittings will be Tylok plated steel fittings.
6. Package to include weather/sound enclosure.

Documentation

One hard copy and one electronic CD copy of Unit Manual included, sections include technical data with Product Identification Control sheets, driver, driver accessories, coupling, compressor, cooler with U-1A sheets, pressure vessels with U-1A sheets, control panel, instruments, accessory, reference drawings Plan & Elevation Drawing, Process Flow Drawing, Oil/Water Drawing, Control Panel Drawing included in Unit Manual.

Quality Control Shop Traveler available upon request.

Customer Responsibility

The customer is responsible for properly installing, connecting, and operating the package. Some (not all) of the responsibilities include:

1. Providing suitable concrete foundation with suitable anchor bolts, fluid containment, etc.
2. Providing sufficient natural gas to the suction flange of the package at 15 to 40 psig at a temperature of 80 Deg F that meets or exceeds SAE J1616.
3. Mount motor starter panel in non-hazardous area.
4. Run conduit and wire from motor starter panel to skid mounted control panel, main motor, cooler motor, and prelube motor.
5. Provide 80 to 100 psig dry air to the air connection at skid edge.
6. Running all interconnecting piping, wiring between the motor starter panel, dryer, compressor skid, storage skid, dispenser, and other station equipment.

**J-W Power Company****EA-125-3**

TECO 442T Frame or equal
Ariel JGQ-2 4-1/8" & 3" & 1-1/4" x 3.0" Stroke

Package Application

The compressor package is designed for optimum performance at the following operating conditions:

| Case | Suction Pressure (psig) | Discharge Pressure (psig) | Suction Temperature (°F) | Capacity (SCFM) | Required Horsepower |
|------|----------------------------|------------------------------|-----------------------------|--------------------|------------------------|
| 1 | 120 | 4,500 | 80 | 346 | 112 |
| 2 | 125 | 4,500 | 80 | 360 | 116 |
| 3 | 130 | 4,500 | 80 | 375 | 119 |
| 4 | 135 | 4,500 | 80 | 395 | 122 |

Process gas specific gravity = 0.61 per customer supplied gas analysis; Elevation = 4000'; Ambient Air = 100°F. Package operating conditions are *not* limited to those described above. Variations in package flow capacity due to site conditions, including elevation, gas temperatures, gas composition, fuel composition, etc., should be expected, consult the J-W Power Company Applications Department with actual conditions for site ratings. J-W Power Company guarantees Ariel 7.6.6.1 performance runs predicted flow at 90%. *Spacers Required.

Motor

| | |
|----------------|--------------------|
| Manufacturer | TECO (or equal) |
| Model | EP1254 |
| Frame | 444T |
| Rating | 125 HP @ 1,800 RPM |
| Poles | 4 |
| Voltage | 460 VAC 3 PH 60 HZ |
| Insulation | F |
| Service Factor | 1.15 |

Compressor

| | |
|----------------------|---------------|
| Manufacturer / Model | Ariel/JGQ-2 |
| Type | Reciprocating |
| Maximum HP | 280 |
| Maximum/Minimum RPM | 1,800 / 900 |

Maximum Rod Load Tension 10,000 lbs
Maximum Rod Load Compression 11,000 lbs
Maximum Total Rod Load 20,000 lbs
Number of Throws 2
Stroke 3"
Rod 1-1/8"

Cylinders

| | | | |
|---------------------|----------|----------|--------------|
| Stage | 1 | 2 | 3 |
| Number of Cylinders | 1 | 1 | 1 |
| Bore | 4.125 | 3.00 | 1.125 |
| Class | 4-1/8JG | 3SG-CE | 1-3/4SG-FSHE |
| Action | DBL | CE | CE |
| MAWP | 1270 psi | 2550 psi | 6,100 psi |
| VVCP | No | No | No |
| Spacers | 0 | 0 | 0 |

Coupling¹

Model AMR-350
Coupling Guard Aluminum (non-sparking)

Cooler¹

Manufacturer / Model TBD
Mounting On Skid
Drive 3 HP TEFC electric motor
ASME Code Stamp No
National Board Registered No
Header Material TBD
Tube Material TBD
Louvers No
Ambient Air Design 100 °F
Elevation Design 2,000'

Gas Section Design

| | | | |
|-----------------|-------|-------|-------|
| Section | IC-1 | IC-2 | AC |
| Temperature Out | 130°F | 130°F | 120°F |
| MAWP | 1270 | 2400 | 5000 |

**Based on 0.61 Specific Gravity Gas*

Controls

| | |
|-------------------------|------------------|
| Controller Manufacturer | Murphy |
| Annunciator | Murphy Centurion |
| Power Source | Site Power |
| Mounted | On Skid |

Panel Inputs

| | Action | Instrument Location | Display Location |
|-------------------------------------|--------|------------------------|---------------------|
| Emergency Shutdown Loop | S | Panel | Panel |
| High/Low Suct. Press. (First stage) | A/S | Panel | Panel |
| High/Low Disch. Press. (each stage) | A/S | Panel | Panel |
| Low Compressor Oil Pressure | A/S | Local | Panel |
| High Compressor Oil Temperature | A/S | Local | Panel |
| High Disch. Gas Temp. (each cyl.) | A/S/C | Local | Panel |
| Low Compressor Frame Oil Level | S | Local | Local/Panel |
| High Compressor Vibration | A/S | Local | Local/Panel |
| Compressor Lubricator No-Flow | A/S | Local | Local/Panel |
| Captive Receiver Pressure | A/S/C | Panel | Panel |
| High Captive Receiver Level | S | Local | Panel |
| Main Motor Running | A/S | MCC | Panel |
| Cooler Motor Running | A/S | MCC | Panel |
| Prelube Pump Running | A/S | MCC | Panel |
| High Cooler Vibration | S | Local | Local/Panel |
| Soft Start Fault | S | MCC | Panel |
| Instrument Air Pressure | A/S | Panel | Panel |
| Storage Pressure | A/S/C | Storage Skid | Panel |
| Final Discharge Temperature | A/S/C | Local | Panel |

A = Alarm / S = Shutdown / C = Control Point

Panel Outputs

| | Device Location |
|--------------------|-----------------|
| Main Motor Run | MCC |
| Cooler Motor Run | MCC |
| Prelube Pump Run | MCC |
| Suction Valve | Compressor Skid |
| Filter Drain Valve | Compressor Skid |
| Unit Fault | Panel |
| Unit Alarm | Panel |

Motor Starters¹

| | |
|-----------------------|----------------------|
| Drive Motor Starter | 125 HP Softstart |
| Prelube Motor Starter | 2 HP across the line |
| Cooler Motor Starter | 3 HP across the line |

Above listed starters are provided in a NEMA 4 enclosure for the customer to mount in a non-hazardous area.

Process Piping¹

Process piping adheres to ASME B31.3 Random Normal Fluid Service and piping is hydrostatically tested 1.5 times MAWP.

Piping will be A106-B Carbon Steel pipe and/or 316 seamless tubing.

Pressure vessels are ASME Section VIII coded and National Board Registered, and are hydrostatically tested 1.3 times MAWP

Vessels¹

| | | | | |
|-------|---------------|----------------------|----------------------|-----------|
| Stage | Blowdown Tank | 2 nd Suct | 3 rd Suct | Final |
| MAWP | 300 | 500 psi | 5000 psi | 5000 psi |
| Type | Vertical Tank | CLSC FLTR | CLSC FLTR | CLSC FLTR |
| Qty | 1 | 1 | 1 | 2 |

Process Relief Valves¹

| | | | | |
|---------------------|---------|------------|------------|----------|
| Location | Suction | IC-1 Inlet | IC-2 Inlet | AC Inlet |
| Type | Mercer | Mercer | Mercer | Mercer |
| Set Pressure (psig) | 300 psi | 1270 psi | 2400 psi | 5000 psi |

Skid¹

| | |
|------------------------|-----------------------|
| Number of Main Runners | 2 |
| Compressor skid | Structural steel skid |
| Concrete | None |
| Lifting Lug | Each Corner |
| Shipping Dimensions: | Main Unit |
| Length | 12' |
| Width | 7' - 6" |
| Height | 7' - 4" |
| Weight | 24,000 lb |

Schedule of Openings¹

| | |
|-----------------------|----------------|
| Process Gas Suction | 2" 300# Flange |
| Process Gas Discharge | 3/4" TBG |

Paint & Storage

Waterborne navy gray paint with a minimum thickness of 3 mils
Preserved with Nox-Rust to preserve for up to a one-year period

Testing

Panel function test with J-W Power Company Checklist
Process and utility system leak test
No-Load Run Test

Miscellaneous

1. Control panel and motor starters are customer supplied.
2. 3rd party Torsional Analysis NOT included

3. 3rd party pulsation study to meet API 618 Design Approach II, 4th edition NOT included.
4. No Start-up cost included in the quotation.
5. Tubing fittings will be Tylok plated steel fittings.
6. Package to include weather/sound enclosure.

Documentation

One hard copy and one electronic CD copy of Unit Manual included, sections include technical data with Product Identification Control sheets, driver, driver accessories, coupling, compressor, cooler with U-1A sheets, pressure vessels with U-1A sheets, control panel, instruments, accessory, reference drawings Plan & Elevation Drawing, Process Flow Drawing, Oil/Water Drawing, Control Panel Drawing included in Unit Manual.

Quality Control Shop Traveler available upon request.

Customer Responsibility

The customer is responsible for properly installing, connecting, and operating the package. Some (not all) of the responsibilities include:

1. Providing suitable concrete foundation with suitable anchor bolts, fluid containment, etc.
2. Providing sufficient natural gas to the suction flange of the package at 120 to 135 psig at a temperature of 80 Deg F that meets or exceeds SAE J1616.
3. Mount motor starter panel in non-hazardous area.
4. Run conduit and wire from motor starter panel to skid mounted control panel, main motor, cooler motor, and prelube motor.
5. Provide 80 to 100 psig dry air to the air connection at skid edge.
6. Running all interconnecting piping, wiring between the motor starter panel, dryer, compressor skid, storage skid, dispenser, and other station equipment.
7. Customer to supply control panel to J-W Power for mounting on package.
8. Customer to supply motor starters and mount on site.



J-W ASME Storage Vessels

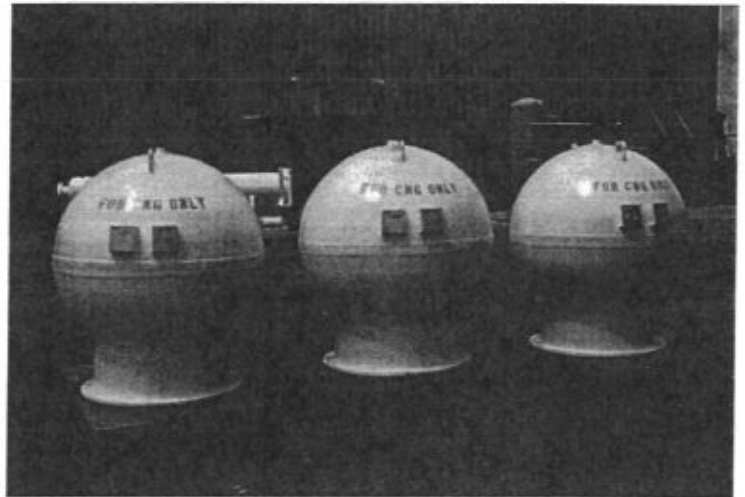
Spheres

Quantity Can be ordered in various quantities
 Relief Valves Mercer 5500 psig
 Drains ½" Manual
 Spheres ship loose mounted on crates for transportation
 Skirts include pre-drilled bolt holes for customer to anchor to foundation

48" I.D. Sphere, 5500 MAWP

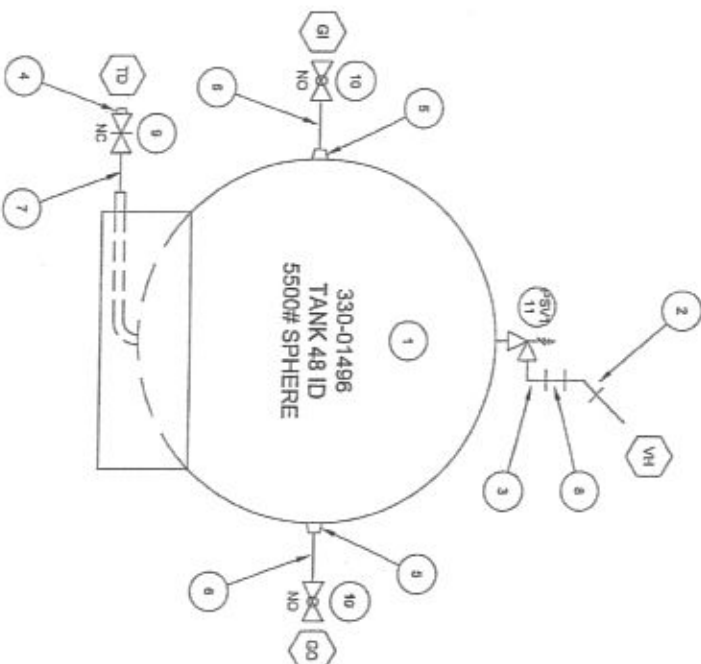
| | |
|-------------------------------------------------|------------------------------------------------|
| Hemi Heads: 48" I.D. (3.00") Minimum SA-516-70N | |
| Inlet: 1-6000# Couplet, SA-105 | Outlet: 1-6000# Couplet, SA-105 |
| Relief Valve: 1-6000# Couplet, SA-105 | Drain: 1-6000# Couplet, SA-105 |
| Skirt: 36" O.D. 0.50" Thk SA-36 | Base Ring: 43" O.D. 32" I.D. x 0.75" Thk SA-36 |

ASME Section VIII Division II National
 Board Registered
 All material carbon steel
 Corrosion Allowance: 0.0"
 5500 MAWP @ 125° F
 Minimum Design Metal Temperature: -20° F
 Hydrotest: 1.3 x MAWP for ¼ hour
 X-Ray: RT-1
 Material Test Reports: Furnished for Heads
 Lift Lugs: Included SA-105
 PWHT: Per ASME
 Paint: PPG 1 Coat System White Epoxy
 Stencil: FOR CNG ONLY
 Sandblast: Commercial Blast



NOTES:

1. ALL TUBING IS 316SS SEAMLESS UNLESS OTHERWISE NOTED.
2. ALL NPT CONNECTIONS ARE TO BE PLUGGED.
3. ALL PROCESS PIPING COMPONENTS ARE RATED FOR 380°F UNLESS OTHERWISE NOTED.
4. SEE DRAWING #335-17114 FOR LEGEND OF SYMBOLS & ABBREVIATIONS.
5. NO - NORMALLY OPEN DURING UNIT OPERATION.
NC - NORMALLY CLOSED DURING UNIT OPERATION.



PRESSURE RELIEF VALVE IDENTIFICATION

| ITEM | J-W PART NO | DESCRIPTION | SET PRESSURE |
|------|-------------|---------------------|--------------|
| PSV1 | 636-02355 | MERCER 61-MTCB19641 | 5500 PSIG |

SCHEDULE OF OPENINGS

| MARK | QTY | SIZE | DESCRIPTION |
|------|-----|----------|--------------------------|
| GI | 1 | 1/2" NPT | GAS INLET |
| GO | 1 | 1/2" NPT | GAS OUTLET |
| TD | 1 | 1" NPT | TANK DRAIN |
| VH | 1 | 1" S80 | RELIEF VALVE VENT HEADER |

NOTICE:

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| NO. | ISSUE FOR CONSTRUCTION | REVISION | DATE | BY | CHK | APPD | DATE |
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J-W MANUFACTURING COMPANY
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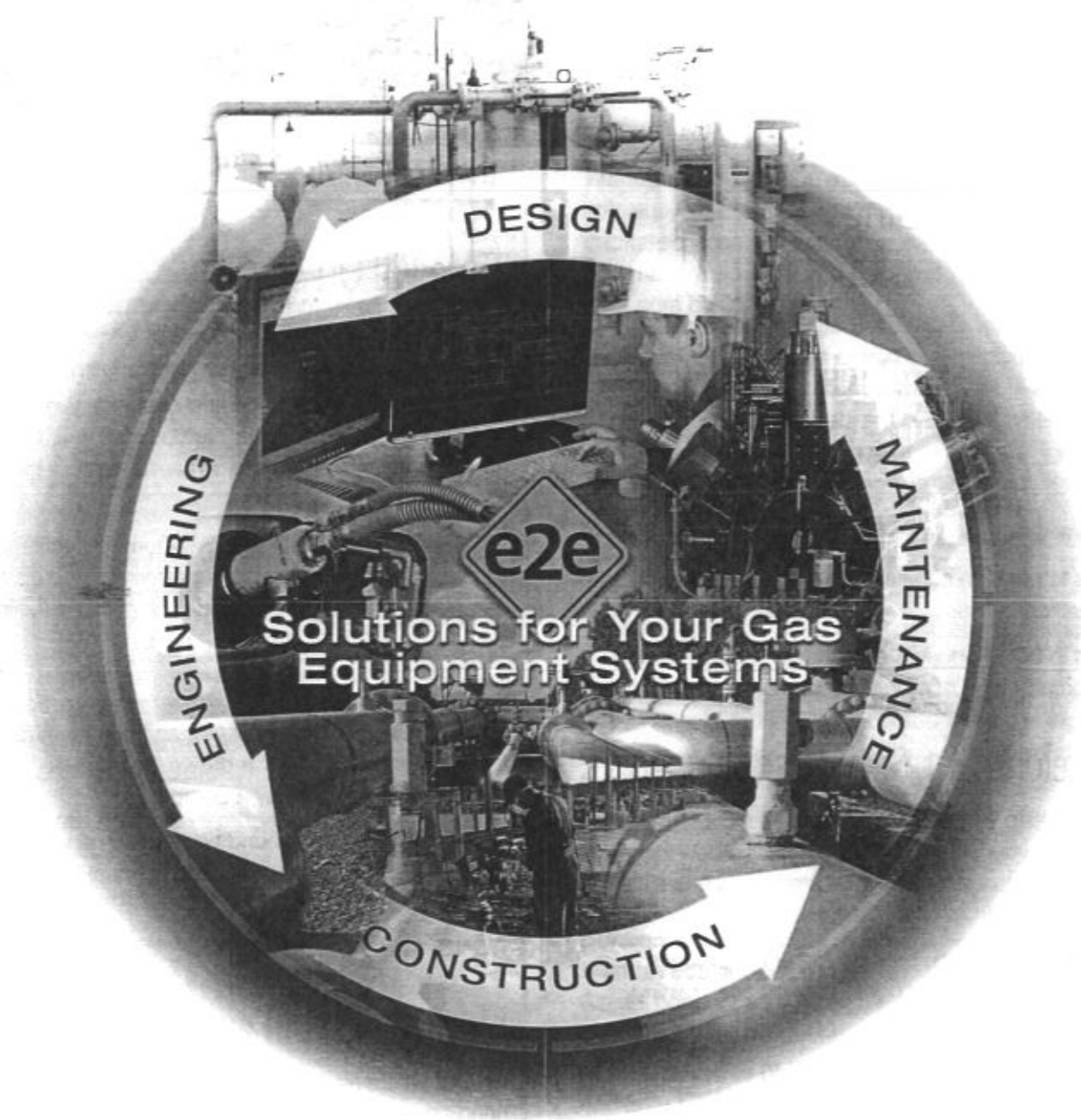
J-W MANUFACTURING COMPANY
LONGVIEW, TEXAS, USA

TRIM PROCESS FLOW
STORAGE CNG

UCJ 2-34-891

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| 330-01614 | 380-03409 | DWG. | 335-21379 | REV. 0 |
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Fueling the Future



 **Mansfield**
Gas Equipment Systems

Fuel Your Future with Mansfield CNG Systems.

For over 50 years, Mansfield has delivered energy solutions to industry leaders in the commercial, government and retail sectors. Operating coast to coast, no other organization has the scale, the expertise and the track record of Mansfield Gas Equipment Systems.

Our broad industry capabilities enable us to develop comprehensive and reliable gas compression, storage, and dispensing solutions. The Mansfield Gas Equipment Systems team has constructed over 150 CNG fueling stations, including 50 school district sites.

Enter the CNG Fueling Business with Confidence

Opening a new commercial CNG center – or going into the retail CNG business – is now a lot easier. Our experience with thousands of retail, government and commercial customers makes Mansfield the ideal partner to help you engineer CNG locations that work seamlessly with your current operations. A sampling of our services includes:

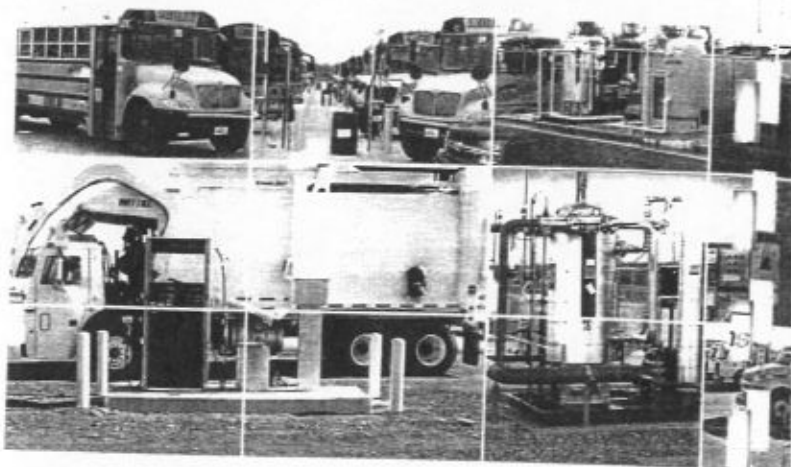
- Design and build state-of-the-art CNG system centers
- Access to our own engineers, station maintenance and construction crews
- Access to our in-house manufactured compressor skids and a broad range of durable compressor packages

Site Development, Service and Support

Mansfield will help you design, build and maintain the right CNG facility for your site. Our comprehensive development services take customers through all steps of site evaluation and design to construction management.

Mansfield will support you through the entire process from initial business planning to ongoing operational training. Our program includes:

- Business planning – we work with you to develop and implement a customized business plan
- Pre-construction – we perform site planning and facility design
- Construction management – we manage the construction process



Time Fill On Site

CNG is dispensed slowly directly to vehicles' onboard storage tanks.

PROS: The most common and cost effective option, easy to locate and easily expandable as your CNG fleet grows, unattended vehicles will automatically be fueled to the proper capacity overnight.

CONS: Ideal only for fleets that return to central lot and sit idle overnight or for extended periods and do not need fast fill capacity. Not suited for public refueling.

Fast Fill On Site

Similar to a liquid fueling station and is a must for public access. The fast fill station draws from a storage tank that is previously filled by a compressor.

PROS: Fueling turn-around time 3–10 minutes, good for larger fleets, dispenser speed is equal to gasoline or diesel fill.

CONS: More costly.

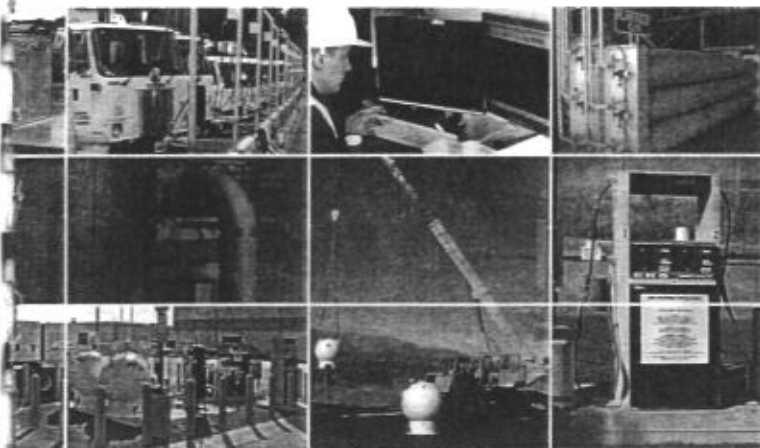
Limited Fast Fill and Time Fill On Site

PROS: Offers flexible fill options for fleets when they need an occasional top off or want ability to provide public access.

Other Options

Inside and outside gate, consortium for cardlock, and retail/cardlock options are also available.

Answering the Call: the Mansfield Solution.



Site Evaluation

Mansfield provides the resources and systems to not only support the conversion project but also to ensure the long term operational and transactional automation required for lowest cost of ownership.

Major Factors to Consider When Switching to CNG

- Cost differential of new vehicle
- Cost of existing vehicle modification
- Differences in fleet maintenance expense
- Size and locations of fleet conversions
- Fuel efficiency differential between CNG and diesel or gas vehicles
- New infrastructure or modifications to existing infrastructure required
- Fleet route model
- Monthly fuel consumption by vehicle
- Range required before refueling

Major Advantages

- Significant cost savings in overall fuel spend for midsize to large fleets
- Excellent safety records of natural gas vehicles
- Supportive of green initiatives
- Growing requirements to obtain government contracts
- Fleet maintenance comparable to diesel

Our Services

- Design
- Engineering
- Manufacturing
- Aux Panels Construction
- Methane Detection Systems
- Station Maintenance

Our Products

- Compressor Packages
- Fueling Posts and Accessories
- Dome Load and Sequencing
- Priority Panels
- Fast Fill Dispensers
- Storage Cylinders
- Gas Dryers

Financing Services

As you determine if a transition to CNG is right for you, Mansfield can help you manage your business more efficiently while saving you money. We offer working capital services and capital investment projects that help you manage your cash flow enabling you to focus on your core business.

Capital Investment Projects

Whether you are building a retail station or a commercial CNG fueling operation, we offer an innovative turnkey capital investment program. We supply the capital, research the property, develop the site, build the facility, and install the CNG equipment.

Tax Credits, Grants and Incentives

There are many different pools of grant funds available for CNG transitions and the amount you may be eligible for depends upon a number of criteria. Mansfield offers assistance with Grant Writing for CNG vehicles and fueling infrastructure.

Invest TODAY in Fueling the Future

Contact the Mansfield Gas Equipment Systems team at 909.466.6920 for a no obligation consultation. We will conduct a site walk with you to determine the best location and overall design layout of the equipment and provide a budgeting estimate for a complete turnkey solution. We look forward to the opportunity to meet with you to determine the best size and type of CNG fueling system to meet your needs.

 **Mansfield**
Gas Equipment Systems

www.mansfieldgasequipment.com



Mansfield *Gas Equipment Systems*

Mansfield's Gas Equipment Systems team has more than thirteen years of experience providing products and services for customers spanning the government, transit, industrial, and school transportation sectors. Our innovative solutions and services will continue to solve the infrastructure challenges that customers face in adopting CNG systems.

When pairing our experience and service with Mansfield's unmatched national network of fuel supply, the resulting solution allows customers to easily consider CNG as a realistic option to meet their fueling needs at any location across the country.

Visit:

www.mansfieldgasequipment.com

Or call: 909.466.6920

 **Mansfield**
Fuel Logistics

 **Mansfield**
Renewable Energy

 **Mansfield**
Fuel Systems & Services

 **Mansfield**
Fleet

 **Mansfield**
Professional Services

 **Mansfield**
Fuels. Simplified.

1025 Airport Parkway SW
Gainesville, GA 30501

800.695.6626

678.450.2000

www.mansfieldoil.com

Fueling the Future

MANSFIELD GAS EQUIPMENT SYSTEMS CORPORATION
CONSTRUCTION DIVISION
SAFETY PLAN



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POLICY STATEMENT

It is the belief of Mansfield Gas Equipment Systems Corp. that our people are our most important asset and the preservation of employee Safety and Health must remain a constant consideration in every phase of our business. We will provide the resources necessary to manage, control, or eliminate safety and health hazards.

All employees are responsible for working safely and productively, as well as recognition and awareness of hazards in their work areas. Employees are also responsible for following safe work practices, including the use of Personal Protective Equipment (PPE) where necessary.

It is our belief that any safety and health program must have total employee involvement. Therefore, this program has management's highest priority, support, and participation.

PRODUCTION IS NOT SO URGENT THAT WE CANNOT TAKE TIME TO DO OUR WORK SAFELY.

GOALS

Safety begins at the top and goes downward throughout the company. The primary goal of Mansfield Gas Equipment Systems is to continue operating a profitable business while protecting employees from injuries, illness or harm. This can be achieved in part by delegating responsibility and accountability to all involved in this company's operation.

- Responsibility: Having to answer for activities and results.
- Accountability: The actions taken by management to insure the performance of responsibilities. In other words, to reach our goal of a safe workplace everyone needs to take responsibility and be held accountable.

Benefits of achieving our goals are:

- Minimizing of injuries and accidents
- Minimizing the loss of property and equipment
- Elimination of potential fatalities
- Elimination of potential permanent disabilities
- Elimination of potential Cal-OSHA fines
- Reductions in workers' compensation costs
- Reductions in operating costs
- Having the best Safety and Health conditions possible in the workplace.

MANAGEMENT COMMITMENT

The management of Mansfield Gas Equipment Systems Corp. is committed to the company's safety policy, and to provide direction and motivation by:

- Appointing Scott Trimble as our safety coordinator.
- Establishing company safety goals and objectives.
- Developing and implementing a written Safety and Health program.
- Ensuring total commitment to the Safety and Health program.
- Facilitating employees' safety training.
- Establishing responsibilities for management and employees to follow.
- Ensuring that management and employees are held accountable for performance of their safety responsibilities.
- Establishing and enforcing disciplinary procedures for employees.
- Reviewing the Safety and Health program annually, and revising or updating as needed.

ASSIGNMENT OF RESONSIBILITY

SAFETY COORDINATOR

Mansfield Gas Equipment Systems Corp. has designated Scott Trimble as our Safety Coordinator. The cell phone and office phone numbers are:

Office: (909) 466-6920

Cell: (310) 428-8395

It is the duty of the Safety Coordinator to assist the Foreman and all other levels of Management in the initiation, education, and execution of an effective safety program including the following:

- Reviewing the safety program with new employees.
- Following up on recommendations, suggestions, etc., made at Safety Meetings.
- Assisting employees in the execution of safety policies.
- Conducting safety inspections on a periodic basis.
- Addressing existing or potential hazards as needed.
- Preparing accident reports and investigations.
- Maintaining an adequate stock of first aid supplies and other safety equipment to insure their immediate availability.
- Becoming familiar with Cal-OSHA regulations and local and state safety codes.
- Emphasizing to employees that accidents create unnecessary personal and financial losses.

FOREMAN

It is the responsibility of the Foreman to establish a work environment that ensures that safety and health is managed in the same manner and with the same degree of emphasis as production, cost, and quality control, by:

- Regularly emphasizing that accident and health hazard exposure prevention are not only moral responsibilities, but also a condition of employment.
- Identifying procedures that could contribute to accidents which can result in injuries and property damage.
- Participating in safety and health related activities, including routinely attending safety meetings, reviews of the facility, and correcting employee behavior that can result in accidents and injuries.
- Spending time with each person hired explaining the safety policies and the hazards of his/her particular work.
- Ensuring that initial orientation of "new hires" is carried out by the Office Manager.
- Making sure that if a "Competent Person" is required, that one is present to oversee and instruct employees when necessary.
- Not short-cutting safety for expediency, or allowing workers to do so.
- Enforcing safety rules consistently, and following the company's discipline and enforcement procedures.
- Conducting periodic job-site safety inspections and correcting noted safety violations.

EMPLOYEES

It is the duty of each and every employee to know the safety rules, and conduct their work in compliance with these rules. Disregard of the safety and health rules shall be grounds for disciplinary action up to and including termination. It is also the duty of each employee to make full use of the safeguards provided for their protection. Every employee will receive an orientation when hired and receive a copy of the work and safety rules that apply to their work duties.

Employee responsibilities include the following:

- Reading, understanding and following safety and health rules and procedures.
- Signing the Policies and Procedures Acknowledgement form.
- Wearing Personal Protective Equipment (PPE) at all times when working in areas where there is a possible danger of injury.
- Wearing suitable work clothes as determined by the Foreman.
- Performing all tasks safely as directed by their Foreman.
- Reporting ALL injuries, no matter how slight to their Foreman immediately, and seeking treatment promptly.
- Knowing the location of first aid supplies, fire fighting equipment, and other safety devices.
- Attending required safety and health meetings.
- Not performing potentially hazardous tasks, or using any hazardous material until properly trained, and following all safety procedures when performing those tasks.
- STOPPING AND ASKING QUESTIONS IF EVER IN DOUBT ABOUT THE SAFETY OF ANY OPERATION

DISCIPLINE/ENFORCEMENT

Mansfield Gas Equipment Systems seeks to establish and maintain standards of employee conduct and supervisory practices which will support and promote safe and effective business operations. These supervisory practices include administering corrective action when employee unsafe performance or risky behavior jeopardizes this goal. This policy sets forth general guidelines for a corrective action process aimed to document and correct unsafe employee behavior. Major elements of this policy include:

- A. Constructive criticism/instruction by the employee's Foreman to educate and inform employees of appropriate safety performance and behavior.
- B. Correcting employee's negative behavior to the extent required.
- C. Informing the employee that continued violation of company safety policies may result in termination.
- D. Written documentation of disciplinary warnings and corrective action taken.

Depending on the facts and circumstances involved with each situation, the company may choose any corrective action including immediate termination. However, in most circumstances the following steps will be followed:

1. VERBAL WARNING informally documented, by Foreman or Safety Coordinator for minor infractions of company safety rules. The Foreman or Safety Coordinator must inform the employee what safety rule or policy was violated and how to correct the problem.
2. WRITTEN WARNING, documented in employee's file. Repeated minor infractions or a more substantial safety infraction requires issuance of a written warning. Every attempt should be made to re-educate the employee on the desired performance. The employee should acknowledge the warning by signing the document before it is placed in their personnel file.
3. SUSPENSION, for three (3) working days if employee fails to appropriately respond or management determines the infraction is sufficiently serious.
4. TERMINATION, for repeated or serious safety infractions.

EMERGENCY RESPONSE TO HAZARDOUS SUBSTANCES

If any substance is found of unknown origin, company policy is to LEAVE IT ALONE! Immediately evacuate the area, and contact the nearest hazardous material response team. Do not allow employees on site until declared safe by the response team.

FIRST AID

- Arrangements must be made BEFORE starting the project, to provide for prompt medical response in the event of an emergency
- In areas where severe bleeding, suffocation, or severe electrical shock can occur, a 3 to 4 minute response time is required
- If medical attention is not available within 4 minutes, then a first aid trained person must be available on the jobsite at all times
- An appropriate, weatherproof first aid kit must be on site. It must be checked weekly
- Provisions for an ambulance or other transportation must be made in advance.
- Contact methods must be provided
- Telephone numbers must be posted where 911 is not available.

Mansfield Gas Equipment Systems has designated the Foreman as having adequate training to render first aid in the event of a medical emergency in areas where emergency response time is in excess of 4-min. They will maintain appropriate first aid kits and check them weekly to assure they are properly stocked.

First aid kits are located at the following locations:

- Company Vehicles
- On site in the men's and women's restroom
- Every employee shall be trained in emergency procedures:
 - Evacuation plan
 - Alarm systems
 - Shutdown procedures for equipment
 - Types of potential emergencies

It is the responsibility of the Foreman to review their job sites addressing all potential emergency situations.

CONTROL OF HAZARDS

Where feasible, workplace hazards are prevented by effective design of the job site or job. Where it is not feasible to eliminate such hazards, they must be controlled to prevent an unsafe or unhealthy exposure. Once a potential hazard is recognized, the elimination or control of the hazard must be done in a timely manner. These procedures include measures such as the following:

- Maintaining all extension cords and equipment in good working order.
- Ensuring all guards and safety devices are working and in place.
- Periodically inspecting the worksite for safety hazards.
- Establishing a medical program that provides applicable first aid supplies to the site, as well as emergency phone numbers (911).
- Addressing any and all safety hazards with employees.

FIRE PREVENTION

Fire prevention is an important part of protecting employees and company assets. Fire hazards must be controlled to prevent unsafe conditions. Once a potential hazard is recognized, it must be eliminated or controlled in a timely manner. The following fire prevention requirements must be met for each site:

- One conspicuously located ABC fire extinguisher (or equivalent) for every floor.
- One conspicuously located ABC fire extinguisher (or equivalent) for every 3000 sq/ft
- A clearly located, ABC fire extinguisher for everywhere more than 5-gallons of flammable liquids or gas are stored.
- Generators and internal combustion engines located away from combustible materials.
- Site free from accumulation of combustible materials or weeds.
- No obstructions or combustible materials piled in the exits.
- No more than 25-gallons of combustible liquids stored on site.
- No LPG containers stored in any buildings or enclosed spaces.
- Fire extinguishers in the immediate vicinity where welding or cutting is being done.

TRAINING & EDUCATION

Training is an essential component of an effective safety and health program addressing the responsibilities of both management and employees at the site. Training is most effective when incorporated into other education on performance requirements and job practices.

Training programs are provided as follows:

- Initially when the safety and health plan is developed or upgraded
- For all new employees before beginning work
- When new equipment, materials, or processes are introduced
- When procedures have been updated or revised
- When incidents/accidents show that safety performance must be improved

Besides the standard training, employees should also be trained in the recognition of hazards – to be able to look at an operation and identify unsafe acts and conditions.

A list of typical hazards employees should be able to recognize may include:

Fall Hazards; Fall exposures from upper floors, roofs and roof openings, ladders (straight and step), scaffolds, wall openings, tripping, trenches, steel erection, and stairs.

Electrical Hazards; Damaged cords, outlets, overloads, overhead high voltage, extension cords, portable tools (broken casing or damaged wiring), grounding, metal boxes, switches, Ground Fault Circuit Interrupters (GFCI).

Housekeeping Issues; Exits, walkways, floors, trash, storage of materials (Hazardous and Non-Hazardous), protruding nails etc., trips/slips, uneven flooring, icy walkways, etc.

Fire Hazards; Oily-dirty Rags, combustibles, fuel gas cylinders, exits blocked, Electrical cords, etc.

Health Hazards; Silicosis, asbestos, loss of hearing, and eye injury due to flying objects, etc.

SAFETY MEETINGS

Employees of Mansfield Gas Equipment Systems shall attend and participate in periodic safety meetings. The safety meeting shall be conducted by the Safety Coordinator. Safety problems that have arisen or that are anticipated shall be discussed along with any other work site or operations topics. The meeting shall be kept a valuable educational experience by:

- Keeping the meetings moving.
- Starting and stopping on time.
- Using illustrated material and demonstrations to make the point.
- Discussing each topic thoroughly, providing handouts if possible.
- Reviewing accidents, injuries, property losses, and "near misses".
- Evaluating accidents, injuries, property losses, and "near misses" for trends and similar causes to initiate corrective actions.

RECORDKEEPING AND OSHA LOG REVIEW

In the event of a fatality (death on the job) or catastrophe (accident resulting in hospitalization of three or more workers) or serious injury (loss of any body part or hospitalization for 24 hours for anything other than observation) contact the Safety Coordinator. The office number is **(909) 466-6920**.

The Safety Coordinator will in turn report it to the nearest Cal-OSHA Regional District Office, within 8 hours after the occurrence.

If an injury or accident should occur, employees are to report the injury to their Foreman as soon as possible. A log entry and summary report shall be maintained for every recordable injury and illness. The entry should be done within 7 days after the injury or illness has occurred. The Cal-OSHA 300 or equivalent shall be used for the recording.

A Cal-OSHA recordable injury or illness is defined as an injury resulting in loss of consciousness, days away from work, days of restricted work, or medical treatment beyond first aid.

First Aid includes:

- Tetanus shots
- Bandages or butterfly bandages
- Cleaning, flushing or soaking wounds
- Ace bandages and wraps
- Non-prescription drugs at non-prescription strength (Aspirin, Tylenol, Etc.)
- Drilling fingernails/toenails
- Eye patches, eye flushing and foreign body removal from eye with Q-tips
- Finger guards
- Hot or cold packs
- Drinking fluids for heat stress

An annual summary of recordable injuries and illnesses must be posted at a conspicuous location in the workplace and contain the following information: Calendar year, company name-establishment name, establishment address, certifying signature, title, and date. If no injury or illness occurred in the year, zeroes must be entered on the total line at the bottom of the form.

The Cal-OSHA logs will be evaluated by the management to determine trends or patterns in injuries in order to appropriately address hazards and implement prevention strategies.

ACCIDENT INVESTIGATION

Foreman Responsibilities

- Provide first aid and/or call for emergency medical care if required.
- If further medical treatment is required, arrange to have the injured employee transported to the medical facility.
- Secure area, equipment and other personnel from injury and further damage.
- Contact Safety Coordinator.

Safety Coordinator Responsibilities

- Investigate the incident (injury) by gathering facts, interviewing the injured employee and any witnesses; taking pictures and physical measurements of incident site and equipment involved.
- Complete an accident investigation report form.
- Insure that corrective action to prevent a recurrence is taken.
- Discuss incident, where appropriate, in safety and other employee meetings with the intent to prevent a recurrence.
- Discuss incident with other supervisors/foremen and other management.
- If the injury warrants time away from work, ensure that the absence is authorized by a physician and that you maintain contact with the employee while they remain off work.
- Monitor status of employee(s) off work, maintain contact with employee and encourage return to work even if restrictions are imposed by the physician.
- When injured employee(s) return to work they should not be allowed to return to work without "return to work" release forms from the physician. Review the release carefully and insure that you can accommodate the restrictions, and that the employee follows the restrictions indicated by the physician.

SAFETY RULES AND PROCEDURES

- All injuries must be reported to your Foreman.
- No employee is expected to undertake a job until that employee has received adequate training.
- All employees shall be trained on the potential hazards that they could be exposed to and how to protect themselves.
- No employee is required to work under conditions which are unsanitary, dangerous or hazardous to their health.
- Only qualified, trained and authorized personnel are permitted to operate machinery or equipment.
- Each employee in an excavation/trench shall be protected from cave-ins by an adequate protective system.
- Employees working in areas where there is a possible danger of head injury, excessive noise exposure, or potential eye and face injury shall be protected by Personal Protection Equipment (PPE).
- Employees working on job sites are subject to the Safety Policies and PPE requirements of the General Contractor and/or customer.
- All hand and power tools and similar equipment, whether provided by the employer or the employee, shall be maintained in a safe condition.
- Use smart lifting techniques. Lift with your legs. Do not bend at the waist for lifting. If weight is too heavy for you, or it exceeds 50 lbs, get assistance or use material handling equipment.
- All scaffolding shall be erected in accordance with OSHA standards. Standard guardrails for fall protection and ladders for safe access shall be used.
- Employees shall visually inspect ladders for defects prior to each use. Turn in defective ladders to your Foreman.
- All places of employment shall be kept clean, the floor of every workroom shall be maintained, so far as practicable, in a dry condition; standing water shall be removed. Where wet processes are used, drainage shall be maintained and false floors, platforms, mats or other dry standing places or appropriate waterproof footwear shall be provided.
- Floors, work sites, and passageways shall be kept free from protruding nails, splinters, loose boards, and holes and openings.
- A stairway or ladder shall be provided at all personnel points of access where there is a break in elevation of 19 inches or more, and no ramp, runway, sloped embankment, or personnel hoist is provided.

EMPLOYEE EMERGENCY ACTION PLAN

FIRE & OTHER EMERGENCIES

The following emergency action plan is to be followed. Employees should be familiar with this plan.

- If inside a building, immediately leave the building through the closest practical exit. Meet up at the Foreman's truck.
- The Foreman is to account for all employees after emergency evacuation has been completed and assign duties as necessary.
- Dial 911 on the nearest available phone or cell phone, report the location of the emergency and provide directions to the responders.
- Contact the Safety Coordinator to advise of the situation.

ALARMS SYSTEMS/EVACUATION:

Mansfield Gas Equipment Systems establishes that any employee shouting "Fire" is the signal to immediately evacuate the building/facility for fire and other emergencies.

TRAINING:

Before implementing the emergency action plan, a sufficient number of persons to assist in the safe and orderly emergency evacuation of employees will be designated and trained.

The plan will be reviewed with each employee covered by the plan at the following times:

- Initially when the plan is developed or upon initial assignment.
- Whenever there are changes in the employee's responsibilities or designated actions under the plan.
- Whenever the plan is changed.

The plan will be kept at the worksite and made available for employee review.

Attachment C

Email from Owner dated June 6, 2012 requesting changes and Best and Final offers

From: Torres, Rebecca L. [mailto:TorresRL@elpasotexas.gov]

Sent: Wednesday, June 06, 2012 04:16 PM

To: 'clint@zeitenergy.com' <clint@zeitenergy.com>; Jennifer de Tapia; 'Blake Littauer' <blittauer@cleanenergyfuels.com>; 'Sandra E. Bell' <sebell@mansfieldoil.com>

Subject: CNG - Additional Information

Please submit the information below on your company's letterhead and return to us by thenoon on June 14, 2012 via certified mail. Please confirm receipt of this e-mail. Thank you.

- I. Please provide revised fuel processing costs based on the clarified minimum capacities defined below, also provide a breakdown of each price by 1) electrical cost, 2) Natural gas cost, and 3) O&M, capital & Debt cost

Airport Site – minimum capacity of 3,475 scfm:

up to 4 million DGE per year: \$ _____ /DGE

more than 4 million DGE per year: \$ _____ /DGE

____ compressors with ____ scfm capacity

LIFT Site – minimum capacity of 1,190 scfm:

up to 900,000 DGE per year: \$ _____ /DGE

more than 900,000 DGE per year: \$ _____ /DGE

____ compressors with ____ scfm capacity

MSC Site – minimum capacity of 760 scfm:

up to 150,000 DGE per year: \$ _____ /DGE

more than 150,000 DGE per year: \$ _____ /DGE

Two compressors with ____ scfm capacity

- II. Please provide the maximum oil carryover that the proposed fueling system would allow: _____ ppm oil carryover.

- III. Please detail what test results (type of analyses and frequency) you would provide the City of El Paso to prove that the natural gas provided to the City at the fuel dispensers at the three locations meets the City's minimum quality requirements.



Mansfield
Gas Equipment
Systems



June 19, 2012

City of El Paso
Engineering and Construction Management Department
Contract Compliance
2 Civic Center Plaza, 4th Floor
El Paso, TX 79901

RE: Solicitation No. 2012-182R, Fuel Processing Provider-Compressed Natural Gas (CNG) Fuel for City Vehicles and Related Lease of City Property for Natural Gas Fuel Processing Facility – Request for Additional Information

Dear Sir or Madame,

Mansfield Gas Equipment Systems Corporation (MGES), a wholly owned subsidiary of Mansfield Energy Corporation, appreciates the opportunity to participate in your request for additional information regarding Solicitation No. 2012-182R.

To follow please find the responses to the information requested. Please feel free to contact with any questions or need for additional information.



Sincerely,

J. Alexander
President – Mansfield Energy Corporation
Vice President/Treasurer – Mansfield Gas Equipment Systems

Enclosures



Corporate - 1025 Airport Parkway, SW • Gainesville, GA 30501 Headquarters - 4280 Lowell Street, Ontario, CA 91761-1529
Phone 1.800.695.6626 • Fax 678.207.3106 • mgesebids@mansfieldoll.com

This proposal and all attachments may contain legally privileged and confidential information intended solely for the use of the intended recipient. Any unauthorized reading, distribution, copying, or other use of this proposal or its attachments is strictly prohibited. This proposal may not be copied or distributed without this disclaimer and the consent of Mansfield Gas Equipment Systems Corporation.

- I. Please provide revised fuel processing costs based on the clarified minimum capacities defined below, also provide a breakdown of each price by 1) electrical cost, 2) Natural gas cost, and 3) O&M, capital & Debt cost

Airport Site – minimum capacity of 3,475 scfm: Two compressors with 1,800 scfm capacity

| Airport Site | Up to 4 million DGE per year | More than 4 million DGE per year |
|----------------------------|------------------------------|----------------------------------|
| Electrical | \$0.0170 | \$0.0155 |
| Natural Gas* | \$0.0489 | \$0.0483 |
| O&M, Capital, Debt Service | \$0.2016 | \$0.1800 |
| Total | \$0.2675 | \$0.2438 |

LIFT Site – minimum capacity of 1,190 scfm: Two compressors with 616 scfm capacity

| LIFT Site | Up to 900,000 DGE per year | More than 900,000 DGE per year |
|----------------------------|----------------------------|--------------------------------|
| Electrical | \$0.0680 | \$0.0675 |
| Natural Gas* | N/A | N/A |
| O&M, Capital, Debt Service | \$0.3669 | \$0.3486 |
| Total | \$0.4349 | \$0.4160 |

MSC Site – minimum capacity of 760 scfm: Two compressors with 395 scfm capacity

| MSC Site | Up to 150,000 DGE per year | More than 150,000 DGE per year |
|----------------------------|----------------------------|--------------------------------|
| Electrical | \$0.1081 | \$0.0961 |
| Natural Gas* | N/A | N/A |
| O&M, Capital, Debt Service | \$1.8607 | \$1.3185 |
| Total | \$1.9688 | \$1.4146 |

*Natural Gas Cost reflecting above for Airport Site is the cost to run the natural gas driven compression equipment at this site.

Prices reflected above are based on the minimum capacities requested in the email dated June 6, 2012 which includes base capacity plus redundancy.

Prices reflected above are based on volumes provided in the tables reflecting on pages 13-14 (Airport Site), page 14 (Lift Site) and page 15 (MSC Site) of the revised RFP provided as Amendment #2 received March 26, 2012.

- II. Please provide the maximum oil carryover that the proposed fueling system would allow: 0.5 ppm oil carryover.


Net carryover of lubrication oil from the compressor crankcases through to the dispensers shall be no greater than 0.5 pounds of oil per million SCF of compressed natural gas. Net carryover shall not include oil drained or recovered from the blow down receiver and coalescing filters.

- III. Please detail what test results (type of analyses and frequency) you would provide the City of El Paso to prove that the natural gas provided to the City at the fuel dispensers at the three locations meets the City's minimum quality requirements.

Mansfield Gas Equipment Systems intends on taking gas samples at the dispensers at all three locations on a quarterly basis. These tests include but are not limited to hydrogen sulfide analysis and water vapor analysis to confirm that the compressed natural gas is going to meet the minimum quality requirements of the RFP.

COMPETITIVE SEALED PROPOSAL (CSP) EVALUATION SHEET
FUEL PROCESSING PROVIDER-COMPRESSED NATURAL GAS (CNG) FUEL FOR CITY VEHICLES AND RELATED LEASE OF CITY PROPERTY
 Solicitation No. 2012-182R


| CRITERIA | Mansfield Gas Equipment Systems | Clean Energy | Trillium | Zeit Energy |
|-----------------------------------------|---------------------------------|----------------|----------------|----------------|
| Part A (C.1): Offeror's Price | | | | |
| Maximum 30 Points | \$1,756,730.00 | \$2,318,500.00 | \$2,489,600.00 | \$2,105,500.00 |
| Low Offer / Offer * 30 | 30 | 22.73 | 21.16 | 25.03 |
| Part B (C.2): System Quality | | | | |
| Maximum 50 points | | | | |
| Redundancy | 20.00 | 20.00 | 20.00 | 20.00 |
| Construction Performance | 10.00 | 10.00 | 10.00 | 10.00 |
| Operational Performance | 8.00 | 10.00 | 9.00 | 7.00 |
| System Quality | 10.00 | 10.00 | 10.00 | 10.00 |
| TOTAL | 48.00 | 50.00 | 49.00 | 47.00 |
| Part C (C.3) Corporate Stability | | | | |
| Maximum 15 Points | 15.00 | 15.00 | 15.00 | 10.00 |
| Part D (C.4) Presentation | | | | |
| Maximum 5 Points | 5.00 | 5.00 | 5.00 | 5.00 |
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| | | | | |
| | | | | |
| TOTAL POINTS EARNED | 98.00 | 92.73 | 90.16 | 87.03 |
| RANKING | 1 | 2 | 3 | 4 |

APPROVED:  City Engineer 6/29/12 Date

APPROVED: Gayle A. Miller City Manager 6/29/12 Date

COMPETITIVE SEALED PROPOSAL (CSP) EVALUATION SHEET
FUEL PROCESSING PROVIDER-COMPRESSED NATURAL GAS (CNG) FUEL FOR CITY VEHICLES AND RELATED LEASE OF CITY PROPERTY
 Solicitation No. 2012-182P

| CRITERIA | Mansfield Gas Equipment Systems | Clean Energy | Trillium | Zeit Energy |
|-----------------------------------------|---------------------------------|----------------|----------------|----------------|
| Part A (C.1): Offeror's Price | \$1,756,730.00 | \$2,318,500.00 | \$2,489,600.00 | \$2,105,500.00 |
| Maximum 30 Points | 30 | 22.73 | 21.16 | 25.03 |
| Low Offer / Offer * 30 | | | | |
| Part B (C.2): System Quality | | | | |
| Maximum 50 points | | | | |
| Redundancy | 20.00 | 20.00 | 20.00 | 20.00 |
| Construction Performance | 10.00 | 10.00 | 10.00 | 10.00 |
| Operational Performance | 8.00 | 10.00 | 9.00 | 7.00 |
| System Quality | 10.00 | 10.00 | 10.00 | 10.00 |
| TOTAL | 48.00 | 50.00 | 49.00 | 47.00 |
| Part C (C.3) Corporate Stability | | | | |
| Maximum 15 Points | 15.00 | 15.00 | 15.00 | 10.00 |
| Part D (C.4) Presentation | | | | |
| Maximum 5 Points | 5.00 | 5.00 | 5.00 | 5.00 |
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| | | | | |
| | | | | |
| | | | | |
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| | | | | |
| TOTAL POINTS EARNED | 98.00 | 92.73 | 90.16 | 87.03 |
| RANKING | 1 | 2 | 3 | 4 |

APPROVED:  City Engineer 6/29/12 Date

APPROVED: Jayce A. Jorden City Manager 6/29/12 Date

Attachment D

MGES response to request for additional information dated June 19, 2012



June 19, 2012

City of El Paso
Engineering and Construction Management Department
Contract Compliance
2 Civic Center Plaza, 4th Floor
El Paso, TX 79901

RE: Solicitation No. 2012-182R, Fuel Processing Provider-Compressed Natural Gas (CNG) Fuel for City Vehicles and Related Lease of City Property for Natural Gas Fuel Processing Facility – Request for Additional Information

Dear Sir or Madame,

Mansfield Gas Equipment Systems Corporation (MGES), a wholly owned subsidiary of Mansfield Energy Corporation, appreciates the opportunity to participate in your request for additional information regarding Solicitation No. 2012-182R.

To follow please find the responses to the information requested. Please feel free to contact with any questions or need for additional information.

Sincerely,



J. Alexander
President – Mansfield Energy Corporation
Vice President/Treasurer – Mansfield Gas Equipment Systems

Enclosures



- I. Please provide revised fuel processing costs based on the clarified minimum capacities defined below, also provide a breakdown of each price by 1) electrical cost, 2) Natural gas cost, and 3) O&M, capital & Debt cost

Airport Site – minimum capacity of 3,475 scfm: Two compressors with 1,800 scfm capacity

| Airport Site | <u>Up to 4 million DGE per year</u> | <u>More than 4 million DGE per year</u> |
|----------------------------|-------------------------------------|-----------------------------------------|
| Electrical | \$0.0170 | \$0.0155 |
| Natural Gas* | \$0.0489 | \$0.0483 |
| O&M, Capital, Debt Service | \$0.2016 | \$0.1800 |
| Total | \$0.2675 | \$0.2438 |

LIFT Site – minimum capacity of 1,190 scfm: Two compressors with 616 scfm capacity

| Lift Site | <u>Up to 900,000 DGE per year</u> | <u>More than 900,000 DGE per year</u> |
|----------------------------|-----------------------------------|---------------------------------------|
| Electrical | \$0.0680 | \$0.0675 |
| Natural Gas* | N/A | N/A |
| O&M, Capital, Debt Service | \$0.3669 | \$0.3486 |
| Total | \$0.4349 | \$0.4160 |

MSC Site – minimum capacity of 760 scfm: Two compressors with 395 scfm capacity

| MSC Site | <u>Up to 150,000 DGE per year</u> | <u>More than 150,000 DGE per year</u> |
|----------------------------|-----------------------------------|---------------------------------------|
| Electrical | \$0.1081 | \$0.0961 |
| Natural Gas* | N/A | N/A |
| O&M, Capital, Debt Service | \$1.8607 | \$1.3185 |
| Total | \$1.9688 | \$1.4146 |

*Natural Gas Cost reflecting above for Airport Site is the cost to run the natural gas driven compression equipment at this site.

Prices reflected above are based on the minimum capacities requested in the email dated June 6, 2012 which includes base capacity plus redundancy.

Prices reflected above are based on volumes provided in the tables reflecting on pages 13-14 (Airport Site), page 14 (Lift Site) and page 15 (MSC Site) of the revised RFP provided as Amendment #2 received March 26, 2012.



- II. Please provide the maximum oil carryover that the proposed fueling system would allow: 0.5 ppm oil carryover.

Net carryover of lubrication oil from the compressor crankcases through to the dispensers shall be no greater than 0.5 pounds of oil per million SCF of compressed natural gas. Net carryover shall not include oil drained or recovered from the blow down receiver and coalescing filters.

- III. Please detail what test results (type of analyses and frequency) you would provide the City of El Paso to prove that the natural gas provided to the City at the fuel dispensers at the three locations meets the City's minimum quality requirements.

Mansfield Gas Equipment Systems intends on taking gas samples at the dispensers at all three locations on a quarterly basis. These tests include but are not limited to hydrogen sulfide analysis and water vapor analysis to confirm that the compressed natural gas is going to meet the minimum quality requirements of the RFP.

Attachment E

Proposal from Clean Energy regarding Compressor Upgrade dated August 1, 2024



August 1, 2024

Forrest Clancy
Assistant Managing Director
Environmental Services & Sun Metro
City of El Paso

Dear Forrest,

As a result of the site walk and station evaluation we conducted with your team in November 2022, we are pleased to offer our station upgrade agreement pricing for City of El Paso's consideration.

We recommend this upgrade to extend the longevity of the CNG station and to reliably support the CNG refuse fleet that Environmental Services operates. With the upgrade you'll ensure redundancy, increased fast fill capability and lower operating costs.

Clean Energy looks forward to supporting City of El Paso's CNG initiative, environmental strategy and a long successful partnership moving forward. If you have any questions regarding our pricing proposal, please contact me by email emelia.torlai@cleanenergyfuels.com or by phone (713) 725-8869.

Sincerely,

A handwritten signature in blue ink, appearing to read 'Eme Torlai', with a long horizontal stroke extending to the right.

Eme Torlai
Director, Business Development

Project Summary

The City of El Paso Environmental Services relies upon their CNG station located at 1059 Lafayette Drive, El Paso, TX 79907. The CNG station requires an upgrade to allow the Environmental Services group to fully utilize the station for their CNG fleet.

The goal of the CNG station upgrade is to replace the existing ANGI compression equipment and install a dual ANGI compressor package that will increase the station flow capacity. The site features both private time fill and fast fill dispensers. The time fill dispensers are used more frequently than the fast fill. We will leverage the existing dispensers, dryer, and utilities for cost savings.

With this upgrade, the system would provide increased capability of fast fill, an important feature to the staff that manages the refuse trucks.

Scope of Work

The station upgrade will replace the existing ANGI compressors to increase flow rate capacity and dependability. The (3) ANGI 50 compressors will be removed and replaced with (2) ANGI 100HP compressors.

Station Flow Rates

Time Fill Requirements (based on 12-month historical data)

- 473 – 720 GGE/day
- 10 hours → 166 scfm
- 12 hours → 139 scfm
- 5 days/week ~ 187,200 DGE annually

Time Fill Existing Flow

- 50 scfm each existing compressor
- 3 compressors running → 150 scfm combined

2 Compressor Flow during 6-weeks Construction (Phasing)

- 2 compressors running → 100 scfm combined

Time Fill Future Capability with the addition of new Compressors

- 185 - 324 scfm each compressor @ 85 – 145 psig inlet pressure
- Able to time fill in approximately 5.5 hours with full redundancy

Fast Fill Future Capability

- 2 compressors → 2.6 to 4.6 DGE/minute → approximately 4.3 – 7.6 minutes to fill 20 DGE

Equipment

The following table lists the proposed equipment for the CNG station equipment upgrade:

| Item Description | Further Item Details | Quantity |
|------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------|
| Compressor | Compressor Make: ANGI Compressor Model: NG300 Duplex Inlet Pressure Range: 85-145 PSIG Design Flow Rate Range: 185 – 324 SCFM Electrical Specifications: 2 x 100hp, 460 VAC, 60 Hz Hazardous Area Classification: C1D2 Prime Mover: Electric Motor Enclosure: Yes Cold Weather Package: N Arrangement: Duplex NRTL Listing: Yes – ETL | 1 |
| Inlet Kit | Make: ANGI Size: 2" Flange Rating: 150# Includes: Flex hose, manual ball valve, inlet flange and temporary inlet strainer | 2 |
| MCH & MCCs | Manufacturer: ANGI Electrical Specifications: 2x 100hp 460 VAC, 60 Hz Hazardous Area Classification: Non-Hazardous Short Circuiting Current Rating (SCCR): 65kA PLC: Allen Bradley HMI: Allen Bradley Starter: soft starter (Standard) Heating/Cooling: Not required – electrical gear is under shade. Dryer Breaker: Included (100) A | 1 |
| Filter Racks | Make: Cryogenics Type: Single Parker J4 or equivalent Location: K-rail | 1 |

Pricing

| Station Line-Item Breakout | |
|----------------------------------|---------------------|
| Engineering & Project Management | \$ 147,807 |
| Construction | \$ 534,535 |
| Equipment | \$ 702,536 |
| Permits | \$ 7,000 |
| Performance and Payment Bond | \$ 13,919 |
| Total Project Cost | \$ 1,405,797 |

Clarifications:

1. Prevailing wage is included in construction pricing
2. Assume gas supply of 150 psi after the MSA.
3. Taxes are excluded, City of El Paso has provided a tax-exempt certificate.
4. Clean Energy assumes a performance and payment bond will be required. If a bond is not required, the cost will be removed.
5. Permit fees are estimated. If the permits are more expensive, a change order will be issued.
6. Clean Energy assumes a site survey is excluded for this upgrade, customer to provide a site survey on file.
7. Clean Energy assumes the GC will be able to complete offline work with 3 shutdowns in 2–4-hour windows.
8. Assumes existing soils are clean, free of contamination and can achieve suitable bearing capacities for building.
9. Clean Energy assumes that no electrical or gas utility upgrades are needed.
10. Assumes the existing switchgear can be upgraded with proper circuit breakers for new compressors.
11. Clean Energy assumes the existing station meets the Texas RRC design requirements and crash protection requirements.
12. Assumes that the existing CP400 panel can be used with the existing equipment and can be tied into the new system.
13. CE does not plan to make any changes to the existing transfer switch that the standby generator is tied into with the switchgear.
14. Clean Energy budget includes the loading of existing compression equipment onto customer provided trucks once removed from service. No disposal fees have been included in this budget.
15. CE assumes the customer can fuel at a nearby transit facility during the scheduled shutdowns if necessary. The shutdowns will be limited and will be pre-scheduled and approved by City of El Paso. CE has not included provisions for temporary fueling during shutdowns.

TIME AND MATERIALS RATES

| CE Construction Rates | | |
|--------------------------|-----------------------------------|----------------------|
| TITLE | HOURLY RATE (OTHER THAN OVERTIME) | OVERTIME HOURLY RATE |
| PROJECT MANAGER | \$160.00 | \$240.00 |
| ENGINEER | \$160.00 | \$240.00 |
| COMMISSIONING ENGINEER | \$135.00 | \$202.50 |
| PLANNER | \$150.00 | \$225.00 |
| MATERIAL (MARKUP %) | Cost + 15.00% | |
| SUBCONTRACTOR (MARKUP %) | Cost + 15.00% | |
| EQUIPMENT (MARKUP %) | Cost + 15.00% | |

Time and material rates apply to any out-of-scope construction items.

Conceptual Plan

PROJECT NAME: CNG FUELING STATION

PROJECT ADDRESS: 1059 LAFAYETTE DRIVE, EL PASO TX

PROJECT DESCRIPTION: INSTALLATION OF NEW EQUIPMENT TO AN EXISTING CNG FUELING STATION



(E) ANGI SERIES II FLEET DISPENSER • DUAL METER
(E) CARD READER • BY OTHERS

| | |
|-------------------------------------------|-----|
| CNG COMPUND | (E) |
| TRANSFORMER BY UTILITY | (E) |
| M5A BY UTILITY | (E) |
| 400 AMP SWITCHGEAR | (E) |
| 400 AMP ATS | (E) |
| PSB 6.5-2 NG DRYER | (E) |
| ALLED 4F" CNG STORAGE SPHERE | (E) |
| ANGI CP400 COMMUNICATION PANEL | (F) |
| ANGI BUFLER PRIORITY PANEL | (E) |
| CAT 450KW STAND BY GENERATOR | (E) |
| FENCE/ BOLLARDS/ GATES | (E) |
| REMOVE | (E) |
| (3) ANGSI 300 COMPRESSORS - TO BE REMOVED | (E) |
| (N) ANGSI TRIPLEX STARTER PANEL | (N) |

(E) ANGI CP - 400 COMMUNICATION PANEL

(E) SWITCHGEAR - SINGLE DOOR

(E) TRANSFORMER - BY UTILITY

(N) 100HP DUPL EX STARTER PANEL

(N) UG TRENCH (39LF)

(N) 100HP ANGI NG 300E DUPLEX SKID

(E) DRYER PSB 6.5-2

E) ALLIED 48" CNG STORAGE SPHERE

(E) CAT 450KW STAND BY GENERATOR

N) CMU WALL 12" TALL (18.5LF)

(E) DRYER PSB 6.5-2

(N) 100HP ANGI NG 300E DUPLEX SKID

(N) 100HP DUPL EX STARTER PANEL

(E) TRANSFORMER - BY UTILITY

(E) ANGI CP - 400 COMMUNICATION PANEL

| | |
|-------------------------------------------|-----|
| CNG COMPUND | (E) |
| TRANSFORMER BY UTILITY | (E) |
| M5A BY UTILITY | (E) |
| 400 AMP SWITCHGEAR | (E) |
| 400 AMP ATS | (E) |
| PSB 6.5-2 NG DRYER | (E) |
| ALLED 4F" CNG STORAGE SPHERE | (E) |
| ANGI CP400 COMMUNICATION PANEL | (F) |
| ANGI BUFLER PRIORITY PANEL | (E) |
| CAT 450KW STAND BY GENERATOR | (E) |
| FENCE/ BOLLARDS/ GATES | (E) |
| REMOVE | (E) |
| (3) ANGSI 300 COMPRESSORS - TO BE REMOVED | (E) |
| (N) ANGSI TRIPLEX STARTER PANEL | (N) |

(E) ANGI SERIES II FLEET DISPENSER - DUAL METER
(E) CARD READER - BY OTHERS

CNG FUELING STATION
PROPOSED SITE
1059 LAFAYETTE DRIVE, EL PASO TX 79907
PRELIMINARY SITE PLAN

| | |
|----------|----------------|
| DATE | DESIGNED BY JW |
| 12/21/23 | APPROVED BY RR |
| SCALE | AS NOTED |
| SHEET | CP-31 |

DATE SIGNED: _____

PLOT DATE

550

Attachment F

RNG Contract-Base Contract for Sale and Purchase of Natural Gas (NAESB)

Base Contract for Sale and Purchase of Natural Gas

This Base Contract is entered into as of the following date: _____

The parties to this Base Contract are the following:

| | | |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| PARTY A City of El Paso | PARTY NAME | PARTY B Clean Energy Renewable Fuels, LLC |
| 300 North Campbell St. El Paso, TX 79901 | ADDRESS | 4675 MacArthur Court, Suite 800 Newport Beach, CA 92660 |
| www.elpasotexas.gov | BUSINESS WEBSITE | www.cleanenergyfuels.com |
| | CONTRACT NUMBER | ELP001 |
| | D-U-N-S® NUMBER | |
| <input type="checkbox"/> US FEDERAL: _____ <input type="checkbox"/> OTHER: _____ | TAX ID NUMBERS | <input checked="" type="checkbox"/> US FEDERAL: 27-5411503 <input type="checkbox"/> OTHER: _____ |
| Texas | JURISDICTION OF ORGANIZATION | Delaware |
| <input type="checkbox"/> Corporation <input type="checkbox"/> Limited Partnership <input type="checkbox"/> LLP <input type="checkbox"/> LLC <input type="checkbox"/> Partnership <input checked="" type="checkbox"/> Other: Municipal corporation | COMPANY TYPE | <input type="checkbox"/> Corporation <input checked="" type="checkbox"/> LLC <input type="checkbox"/> Limited Partnership <input type="checkbox"/> Partnership <input type="checkbox"/> LLP <input type="checkbox"/> Other: _____ |
| | GUARANTOR (IF APPLICABLE) | |
| CONTACT INFORMATION | | |
| Sun Metro ATTN: Daniel Meza TEL#: 915/212-3405 EMAIL: MezaDX@elpasotexas.gov | <input checked="" type="checkbox"/> COMMERCIAL | Clean Energy Renewable Fuels, LLC ATTN: Jen Komonchak TEL#: (949) 437-1251 EMAIL: jen.komonchak@cleanenergyfuels.com |
| Sun Metro ATTN: Daniel Meza TEL#: 915/212-3405 EMAIL: MezaDX@elpasotexas.gov | <input checked="" type="checkbox"/> SCHEDULING | Clean Energy Renewable Fuels, LLC ATTN: Jen Komonchak TEL#: (949) 437-1251 EMAIL: jen.komonchak@cleanenergyfuels.com |
| Sun Metro ATTN: Norma Jimenez De Prine TEL#: 915/212-3418 EMAIL: JimenezDePrineNE@elpasotexas.gov | <input checked="" type="checkbox"/> CONTRACT AND LEGAL NOTICES | Clean Energy Renewable Fuels, LLC ATTN: Jen Komonchak TEL#: (949) 437-1251 EMAIL: jen.komonchak@cleanenergyfuels.com |
| Sun Metro ATTN: Rebecca Hernandez TEL#: 915/212-3324 EMAIL: HernandezR@elpasotexas.gov | <input checked="" type="checkbox"/> CREDIT | Clean Energy Renewable Fuels, LLC ATTN: Jen Komonchak TEL#: (949) 437-1251 EMAIL: jen.komonchak@cleanenergyfuels.com |
| Sun Metro ATTN: Rebecca Hernandez TEL#: 915/212-3324 EMAIL: HernandezR@elpasotexas.gov | <input checked="" type="checkbox"/> TRANSACTION CONFIRMATIONS | Clean Energy Renewable Fuels, LLC ATTN: Jen Komonchak TEL#: (949) 437-1251 EMAIL: jen.komonchak@cleanenergyfuels.com |
| ACCOUNTING INFORMATION | | |
| Sun Metro ATTN: Rebecca Hernandez TEL#: 915/212-3324 EMAIL: HernandezR@elpasotexas.gov | <input checked="" type="checkbox"/> INVOICES <input checked="" type="checkbox"/> PAYMENTS <input checked="" type="checkbox"/> SETTLEMENTS | Clean Energy Renewable Fuels, LLC ATTN: Jen Komonchak TEL#: (949) 437-1251 EMAIL: jen.komonchak@cleanenergyfuels.com |
| BANK: Wells Fargo ABA: 112000066 ACCT: 9763173243 OTHER DETAILS: _____ | WIRE TRANSFER NUMBERS (IF APPLICABLE) | BANK: _____ ABA: _____ ACCT: _____ OTHER DETAILS: _____ |
| BANK: _____ ABA: _____ ACCT: _____ OTHER DETAILS: _____ | ACH NUMBERS (IF APPLICABLE) | BANK: _____ ABA: _____ ACCT: _____ OTHER DETAILS: _____ |
| ATTN: _____ ADDRESS: _____ | CHECKS (IF APPLICABLE) | ATTN: Clean Energy Renewable Fuels, LLC ADDRESS: 4675 MacArthur Ct, Suite 800 Newport Beach, CA 92660 |

Base Contract for Sale and Purchase of Natural Gas

(Continued)

This Base Contract incorporates by reference for all purposes the General Terms and Conditions for Sale and Purchase of Natural Gas published by the North American Energy Standards Board. The parties hereby agree to the following provisions offered in said General Terms and Conditions. In the event the parties fail to check a box, the specified default provision shall apply. Select the appropriate box(es) from each section:

| | |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Section 1.2 Transaction Procedure <input type="checkbox"/> Oral (default) OR <input checked="" type="checkbox"/> Written | Section 10.2 Additional Events of Default <input checked="" type="checkbox"/> No Additional Events of Default (default) <input type="checkbox"/> Indebtedness Cross Default <input type="checkbox"/> Party A: _____ <input type="checkbox"/> Party B: _____ <input type="checkbox"/> Transactional Cross Default <u>Specified Transactions:</u> _____ _____ |
| Section 2.7 Confirm Deadline <input checked="" type="checkbox"/> 2 Business Days after receipt (default) OR <input type="checkbox"/> 5 Business Days after receipt | |
| Section 2.8 Confirming Party <input checked="" type="checkbox"/> Seller (default) OR <input type="checkbox"/> Buyer <input type="checkbox"/> _____ | |
| Section 3.2 Performance Obligation <input checked="" type="checkbox"/> Cover Standard (default) OR <input type="checkbox"/> Spot Price Standard | Section 10.3.1 Early Termination Damages <input checked="" type="checkbox"/> Early Termination Damages Apply (default) OR <input type="checkbox"/> Early Termination Damages Do Not Apply |
| Note: The following Spot Price Publication applies to both of the immediately preceding. | |
| Section 2.31 Spot Price Publication <input checked="" type="checkbox"/> Gas Daily Midpoint (default) OR <input type="checkbox"/> _____ | Section 10.3.2 Other Agreement Setoffs <input checked="" type="checkbox"/> Other Agreement Setoffs Apply (default) <input checked="" type="checkbox"/> Bilateral (default) <input type="checkbox"/> Triangular OR <input type="checkbox"/> Other Agreement Setoffs Do Not Apply |
| Section 6 Taxes <input checked="" type="checkbox"/> Buyer Pays At and After Delivery Point (default) OR <input type="checkbox"/> Seller Pays Before and At Delivery Point | |
| Section 7.2 Payment Date <input checked="" type="checkbox"/> 25 th Day of Month following Month of delivery (default) OR <input type="checkbox"/> Day of Month following Month of delivery | Section 15.5 Choice Of Law <u>Texas</u> |
| Section 7.2 Method of Payment <input type="checkbox"/> Wire transfer (default) <input type="checkbox"/> Automated Clearinghouse Credit (ACH) <input checked="" type="checkbox"/> Check | Section 15.10 Confidentiality <input checked="" type="checkbox"/> Confidentiality applies (default) OR <input type="checkbox"/> Confidentiality does not apply |
| Section 7.7 Netting <input checked="" type="checkbox"/> Netting applies (default) OR <input type="checkbox"/> Netting does not apply | |
| <input checked="" type="checkbox"/> Special Provisions Number of sheets attached: 5 <input type="checkbox"/> Addendum(s): None | |

IN WITNESS WHEREOF, the parties hereto have executed this Base Contract in duplicate.

| | | |
|-----------------|--------------|------------------------------------------------------------------------------------------|
| City of El Paso | PARTY NAME | Clean Energy Renewable Fuels, LLC |
| By: _____ | SIGNATURE | By:  |
| | PRINTED NAME | Robert M. Vreeland |
| | TITLE | Chief Financial Officer |

General Terms and Conditions

Base Contract for Sale and Purchase of Natural Gas

SECTION 1. PURPOSE AND PROCEDURES

1.1. These General Terms and Conditions are intended to facilitate purchase and sale transactions of Gas on a Firm or Interruptible basis. "Buyer" refers to the party receiving Gas and "Seller" refers to the party delivering Gas. The entire agreement between the parties shall be the Contract as defined in Section 2.9.

The parties have selected either the "Oral Transaction Procedure" or the "Written Transaction Procedure" as indicated on the Base Contract.

Oral Transaction Procedure:

1.2. The parties will use the following Transaction Confirmation procedure. Any Gas purchase and sale transaction may be effectuated in an EDI transmission or telephone conversation with the offer and acceptance constituting the agreement of the parties. The parties shall be legally bound from the time they so agree to transaction terms and may each rely thereon. Any such transaction shall be considered a "writing" and to have been "signed". Notwithstanding the foregoing sentence, the parties agree that Confirming Party shall, and the other party may, confirm a telephonic transaction by sending the other party a Transaction Confirmation by facsimile, EDI or mutually agreeable electronic means within three Business Days of a transaction covered by this Section 1.2 (Oral Transaction Procedure) provided that the failure to send a Transaction Confirmation shall not invalidate the oral agreement of the parties. Confirming Party adopts its confirming letterhead, or the like, as its signature on any Transaction Confirmation as the identification and authentication of Confirming Party. If the Transaction Confirmation contains any provisions other than those relating to the commercial terms of the transaction (i.e., price, quantity, performance obligation, delivery point, period of delivery and/or transportation conditions), which modify or supplement the Base Contract or General Terms and Conditions of this Contract (e.g., arbitration or additional representations and warranties), such provisions shall not be deemed to be accepted pursuant to Section 1.3 but must be expressly agreed to by both parties; provided that the foregoing shall not invalidate any transaction agreed to by the parties.

Written Transaction Procedure:

1.2. The parties will use the following Transaction Confirmation procedure. Should the parties come to an agreement regarding a Gas purchase and sale transaction for a particular Delivery Period, the Confirming Party shall, and the other party may, record that agreement on a Transaction Confirmation and communicate such Transaction Confirmation by facsimile, EDI or mutually agreeable electronic means, to the other party by the close of the Business Day following the date of agreement. The parties acknowledge that their agreement will not be binding until the exchange of nonconflicting Transaction Confirmations or the passage of the Confirm Deadline without objection from the receiving party, as provided in Section 1.3.

1.3. If a sending party's Transaction Confirmation is materially different from the receiving party's understanding of the agreement referred to in Section 1.2, such receiving party shall notify the sending party via facsimile, EDI or mutually agreeable electronic means by the Confirm Deadline, unless such receiving party has previously sent a Transaction Confirmation to the sending party. The failure of the receiving party to so notify the sending party in writing by the Confirm Deadline constitutes the receiving party's agreement to the terms of the transaction described in the sending party's Transaction Confirmation. If there are any material differences between timely sent Transaction Confirmations governing the same transaction, then neither Transaction Confirmation shall be binding until or unless such differences are resolved including the use of any evidence that clearly resolves the differences in the Transaction Confirmations. In the event of a conflict among the terms of (i) a binding Transaction Confirmation pursuant to Section 1.2, (ii) the oral agreement of the parties which may be evidenced by a recorded conversation, where the parties have selected the Oral Transaction Procedure of the Base Contract, (iii) the Base Contract, and (iv) these General Terms and Conditions, the terms of the documents shall govern in the priority listed in this sentence.

1.4. The parties agree that each party may electronically record all telephone conversations with respect to this Contract between their respective employees, without any special or further notice to the other party. Each party shall obtain any necessary consent of its agents and employees to such recording. Where the parties have selected the Oral Transaction Procedure in Section 1.2 of the Base Contract, the parties agree not to contest the validity or enforceability of telephonic recordings entered into in accordance with the requirements of this Base Contract.

SECTION 2. DEFINITIONS

The terms set forth below shall have the meaning ascribed to them below. Other terms are also defined elsewhere in the Contract and shall have the meanings ascribed to them herein.

2.1. "Additional Event of Default" shall mean Transactional Cross Default or Indebtedness Cross Default, each as and if selected by the parties pursuant to the Base Contract.

2.2. "Affiliate" shall mean, in relation to any person, any entity controlled, directly or indirectly, by the person, any entity that controls, directly or indirectly, the person or any entity directly or indirectly under common control with the person. For this purpose, "control" of any entity or person means ownership of at least 50 percent of the voting power of the entity or person.

- 2.3. "Alternative Damages" shall mean such damages, expressed in dollars or dollars per MMBtu, as the parties shall agree upon in the Transaction Confirmation, in the event either Seller or Buyer fails to perform a Firm obligation to deliver Gas in the case of Seller or to receive Gas in the case of Buyer.
- 2.4. "Base Contract" shall mean a contract executed by the parties that incorporates these General Terms and Conditions by reference; that specifies the agreed selections of provisions contained herein; and that sets forth other information required herein and any Special Provisions and addendum(s) as identified on page one.
- 2.5. "British thermal unit" or "Btu" shall mean the International BTU, which is also called the Btu (IT).
- 2.6. "Business Day(s)" shall mean Monday through Friday, excluding Federal Banking Holidays for transactions in the U.S.
- 2.7. "Confirm Deadline" shall mean 5:00 p.m. in the receiving party's time zone on the second Business Day following the Day a Transaction Confirmation is received or, if applicable, on the Business Day agreed to by the parties in the Base Contract; provided, if the Transaction Confirmation is time stamped after 5:00 p.m. in the receiving party's time zone, it shall be deemed received at the opening of the next Business Day.
- 2.8. "Confirming Party" shall mean the party designated in the Base Contract to prepare and forward Transaction Confirmations to the other party.
- 2.9. "Contract" shall mean the legally-binding relationship established by (i) the Base Contract, (ii) any and all binding Transaction Confirmations and (iii) where the parties have selected the Oral Transaction Procedure in Section 1.2 of the Base Contract, any and all transactions that the parties have entered into through an EDI transmission or by telephone, but that have not been confirmed in a binding Transaction Confirmation, all of which shall form a single integrated agreement between the parties.
- 2.10. "Contract Price" shall mean the amount expressed in U.S. Dollars per MMBtu to be paid by Buyer to Seller for the purchase of Gas as agreed to by the parties in a transaction.
- 2.11. "Contract Quantity" shall mean the quantity of Gas to be delivered and taken as agreed to by the parties in a transaction.
- 2.12. "Cover Standard", as referred to in Section 3.2, shall mean that if there is an unexcused failure to take or deliver any quantity of Gas pursuant to this Contract, then the performing party shall use commercially reasonable efforts to (i) if Buyer is the performing party, obtain Gas, (or an alternate fuel if elected by Buyer and replacement Gas is not available), or (ii) if Seller is the performing party, sell Gas, in either case, at a price reasonable for the delivery or production area, as applicable, consistent with: the amount of notice provided by the nonperforming party; the immediacy of the Buyer's Gas consumption needs or Seller's Gas sales requirements, as applicable; the quantities involved; and the anticipated length of failure by the nonperforming party.
- 2.13. "Credit Support Obligation(s)" shall mean any obligation(s) to provide or establish credit support for, or on behalf of, a party to this Contract such as cash, an irrevocable standby letter of credit, a margin agreement, a prepayment, a security interest in an asset, guaranty, or other good and sufficient security of a continuing nature.
- 2.14. "Day" shall mean a period of 24 consecutive hours, coextensive with a "day" as defined by the Receiving Transporter in a particular transaction.
- 2.15. "Delivery Period" shall be the period during which deliveries are to be made as agreed to by the parties in a transaction.
- 2.16. "Delivery Point(s)" shall mean such point(s) as are agreed to by the parties in a transaction.
- 2.17. "EDI" shall mean an electronic data interchange pursuant to an agreement entered into by the parties, specifically relating to the communication of Transaction Confirmations under this Contract.
- 2.18. "EFP" shall mean the purchase, sale or exchange of natural Gas as the "physical" side of an exchange for physical transaction involving gas futures contracts. EFP shall incorporate the meaning and remedies of "Firm", provided that a party's excuse for nonperformance of its obligations to deliver or receive Gas will be governed by the rules of the relevant futures exchange regulated under the Commodity Exchange Act.
- 2.19. "Firm" shall mean that either party may interrupt its performance without liability only to the extent that such performance is prevented for reasons of Force Majeure; provided, however, that during Force Majeure interruptions, the party invoking Force Majeure may be responsible for any Imbalance Charges as set forth in Section 4.3 related to its interruption after the nomination is made to the Transporter and until the change in deliveries and/or receipts is confirmed by the Transporter.
- 2.20. "Gas" shall mean any mixture of hydrocarbons and noncombustible gases in a gaseous state consisting primarily of methane.
- 2.21. "Guarantor" shall mean any entity that has provided a guaranty of the obligations of a party hereunder.
- 2.22. "Imbalance Charges" shall mean any fees, penalties, costs or charges (in cash or in kind) assessed by a Transporter for failure to satisfy the Transporter's balance and/or nomination requirements.
- 2.23. "Indebtedness Cross Default" shall mean if selected on the Base Contract by the parties with respect to a party, that it or its Guarantor, if any, experiences a default, or similar condition or event however therein defined, under one or more agreements or instruments, individually or collectively, relating to indebtedness (such indebtedness to include any obligation whether present or future, contingent or otherwise, as principal or surety or otherwise) for the payment or repayment of borrowed money in an aggregate amount greater than the threshold specified in the Base Contract with respect to such party or its Guarantor, if any, which results in such indebtedness becoming immediately due and payable.

- 2.24. "Interruptible" shall mean that either party may interrupt its performance at any time for any reason, whether or not caused by an event of Force Majeure, with no liability, except such interrupting party may be responsible for any Imbalance Charges as set forth in Section 4.3 related to its interruption after the nomination is made to the Transporter and until the change in deliveries and/or receipts is confirmed by Transporter.
- 2.25. "MMBtu" shall mean one million British thermal units, which is equivalent to one dekatherm.
- 2.26. "Month" shall mean the period beginning on the first Day of the calendar month and ending immediately prior to the commencement of the first Day of the next calendar month.
- 2.27. "Payment Date" shall mean a date, as indicated on the Base Contract, on or before which payment is due Seller for Gas received by Buyer in the previous Month.
- 2.28. "Receiving Transporter" shall mean the Transporter receiving Gas at a Delivery Point, or absent such receiving Transporter, the Transporter delivering Gas at a Delivery Point.
- 2.29. "Scheduled Gas" shall mean the quantity of Gas confirmed by Transporter(s) for movement, transportation or management.
- 2.30. "Specified Transaction(s)" shall mean any other transaction or agreement between the parties for the purchase, sale or exchange of physical Gas, and any other transaction or agreement identified as a Specified Transaction under the Base Contract.
- 2.31. "Spot Price" as referred to in Section 3.2 shall mean the price listed in the publication indicated on the Base Contract, under the listing applicable to the geographic location closest in proximity to the Delivery Point(s) for the relevant Day; provided, if there is no single price published for such location for such Day, but there is published a range of prices, then the Spot Price shall be the average of such high and low prices. If no price or range of prices is published for such Day, then the Spot Price shall be the average of the following: (i) the price (determined as stated above) for the first Day for which a price or range of prices is published that next precedes the relevant Day; and (ii) the price (determined as stated above) for the first Day for which a price or range of prices is published that next follows the relevant Day.
- 2.32. "Transaction Confirmation" shall mean a document, similar to the form of Exhibit A, setting forth the terms of a transaction formed pursuant to Section 1 for a particular Delivery Period.
- 2.33. "Transactional Cross Default" shall mean if selected on the Base Contract by the parties with respect to a party, that it shall be in default, however therein defined, under any Specified Transaction.
- 2.34. "Termination Option" shall mean the option of either party to terminate a transaction in the event that the other party fails to perform a Firm obligation to deliver Gas in the case of Seller or to receive Gas in the case of Buyer for a designated number of days during a period as specified on the applicable Transaction Confirmation.
- 2.35. "Transporter(s)" shall mean all Gas gathering or pipeline companies, or local distribution companies, acting in the capacity of a transporter, transporting Gas for Seller or Buyer upstream or downstream, respectively, of the Delivery Point pursuant to a particular transaction.

SECTION 3. PERFORMANCE OBLIGATION

3.1. Seller agrees to sell and deliver, and Buyer agrees to receive and purchase, the Contract Quantity for a particular transaction in accordance with the terms of the Contract. Sales and purchases will be on a Firm or Interruptible basis, as agreed to by the parties in a transaction.

The parties have selected either the "Cover Standard" or the "Spot Price Standard" as indicated on the Base Contract.

Cover Standard:

3.2. The sole and exclusive remedy of the parties in the event of a breach of a Firm obligation to deliver or receive Gas shall be recovery of the following: (i) in the event of a breach by Seller on any Day(s), payment by Seller to Buyer in an amount equal to the positive difference, if any, between the purchase price paid by Buyer utilizing the Cover Standard and the Contract Price, adjusted for commercially reasonable differences in transportation costs to or from the Delivery Point(s), multiplied by the difference between the Contract Quantity and the quantity actually delivered by Seller for such Day(s) excluding any quantity for which no replacement is available; or (ii) in the event of a breach by Buyer on any Day(s), payment by Buyer to Seller in the amount equal to the positive difference, if any, between the Contract Price and the price received by Seller utilizing the Cover Standard for the resale of such Gas, adjusted for commercially reasonable differences in transportation costs to or from the Delivery Point(s), multiplied by the difference between the Contract Quantity and the quantity actually taken by Buyer for such Day(s) excluding any quantity for which no sale is available; and (iii) in the event that Buyer has used commercially reasonable efforts to replace the Gas or Seller has used commercially reasonable efforts to sell the Gas to a third party, and no such replacement or sale is available for all or any portion of the Contract Quantity of Gas, then in addition to (i) or (ii) above, as applicable, the sole and exclusive remedy of the performing party with respect to the Gas not replaced or sold shall be an amount equal to any unfavorable difference between the Contract Price and the Spot Price, adjusted for such transportation to the applicable Delivery Point, multiplied by the quantity of such Gas not replaced or sold. Imbalance Charges shall not be recovered under this Section 3.2, but Seller and/or Buyer shall be responsible for Imbalance Charges, if any, as provided in Section 4.3. The amount of such unfavorable difference shall be payable five Business Days after presentation of the performing party's invoice, which shall set forth the basis upon which such amount was calculated.

Spot Price Standard:

3.2. The sole and exclusive remedy of the parties in the event of a breach of a Firm obligation to deliver or receive Gas shall be recovery of the following: (i) in the event of a breach by Seller on any Day(s), payment by Seller to Buyer in an amount equal to the difference between the Contract Quantity and the actual quantity delivered by Seller and received by Buyer for such Day(s), multiplied by the positive difference, if any, obtained by subtracting the Contract Price from the Spot Price; or (ii) in the event of a breach by Buyer on any Day(s), payment by Buyer to Seller in an amount equal to the difference between the Contract Quantity and the actual quantity delivered by Seller and received by Buyer for such Day(s), multiplied by the positive difference, if any, obtained by subtracting the applicable Spot Price from the Contract Price. Imbalance Charges shall not be recovered under this Section 3.2, but Seller and/or Buyer shall be responsible for Imbalance Charges, if any, as provided in Section 4.3. The amount of such unfavorable difference shall be payable five Business Days after presentation of the performing party's invoice, which shall set forth the basis upon which such amount was calculated.

3.3. Notwithstanding Section 3.2, the parties may agree to Alternative Damages in a Transaction Confirmation executed in writing by both parties.

3.4. In addition to Sections 3.2 and 3.3, the parties may provide for a Termination Option in a Transaction Confirmation executed in writing by both parties. The Transaction Confirmation containing the Termination Option will designate the length of nonperformance triggering the Termination Option and the procedures for exercise thereof, how damages for nonperformance will be compensated, and how liquidation costs will be calculated.

SECTION 4. TRANSPORTATION, NOMINATIONS, AND IMBALANCES

4.1. Seller shall have the sole responsibility for transporting the Gas to the Delivery Point(s). Buyer shall have the sole responsibility for transporting the Gas from the Delivery Point(s).

4.2. The parties shall coordinate their nomination activities, giving sufficient time to meet the deadlines of the affected Transporter(s). Each party shall give the other party timely prior Notice, sufficient to meet the requirements of all Transporter(s) involved in the transaction, of the quantities of Gas to be delivered and purchased each Day. Should either party become aware that actual deliveries at the Delivery Point(s) are greater or lesser than the Scheduled Gas, such party shall promptly notify the other party.

4.3. The parties shall use commercially reasonable efforts to avoid imposition of any Imbalance Charges. If Buyer or Seller receives an invoice from a Transporter that includes Imbalance Charges, the parties shall determine the validity as well as the cause of such Imbalance Charges. If the Imbalance Charges were incurred as a result of Buyer's receipt of quantities of Gas greater than or less than the Scheduled Gas, then Buyer shall pay for such Imbalance Charges or reimburse Seller for such Imbalance Charges paid by Seller. If the Imbalance Charges were incurred as a result of Seller's delivery of quantities of Gas greater than or less than the Scheduled Gas, then Seller shall pay for such Imbalance Charges or reimburse Buyer for such Imbalance Charges paid by Buyer.

SECTION 5. QUALITY AND MEASUREMENT

All Gas delivered by Seller shall meet the pressure, quality and heat content requirements of the Receiving Transporter. The unit of quantity measurement for purposes of this Contract shall be one MMBtu dry. Measurement of Gas quantities hereunder shall be in accordance with the established procedures of the Receiving Transporter.

SECTION 6. TAXES

The parties have selected either "Buyer Pays At and After Delivery Point" or "Seller Pays Before and At Delivery Point" as indicated on the Base Contract.

Buyer Pays At and After Delivery Point:

Seller shall pay or cause to be paid all taxes, fees, levies, penalties, licenses or charges imposed by any government authority ("Taxes") on or with respect to the Gas prior to the Delivery Point(s). Buyer shall pay or cause to be paid all Taxes on or with respect to the Gas at the Delivery Point(s) and all Taxes after the Delivery Point(s). If a party is required to remit or pay Taxes that are the other party's responsibility hereunder, the party responsible for such Taxes shall promptly reimburse the other party for such Taxes. Any party entitled to an exemption from any such Taxes or charges shall furnish the other party any necessary documentation thereof.

Seller Pays Before and At Delivery Point:

Seller shall pay or cause to be paid all taxes, fees, levies, penalties, licenses or charges imposed by any government authority ("Taxes") on or with respect to the Gas prior to the Delivery Point(s) and all Taxes at the Delivery Point(s). Buyer shall pay or cause to be paid all Taxes on or with respect to the Gas after the Delivery Point(s). If a party is required to remit or pay Taxes that are the other party's responsibility hereunder, the party responsible for such Taxes shall promptly reimburse the other party for such Taxes. Any party entitled to an exemption from any such Taxes or charges shall furnish the other party any necessary documentation thereof.

SECTION 7. BILLING, PAYMENT, AND AUDIT

7.1. Seller shall invoice Buyer for Gas delivered and received in the preceding Month and for any other applicable charges, providing supporting documentation acceptable in industry practice to support the amount charged. If the actual quantity delivered is not known by the billing date, billing will be prepared based on the quantity of Scheduled Gas. The invoiced quantity will then be adjusted to the actual quantity on the following Month's billing or as soon thereafter as actual delivery information is available.

7.2. Buyer shall remit the amount due under Section 7.1 in the manner specified in the Base Contract, in immediately available funds, on or before the later of the Payment Date or 10 Days after receipt of the invoice by Buyer; provided that if the Payment Date is not a Business Day, payment is due on the next Business Day following that date. In the event any payments are due Buyer hereunder, payment to Buyer shall be made in accordance with this Section 7.2.

7.3. In the event payments become due pursuant to Sections 3.2 or 3.3, the performing party may submit an invoice to the nonperforming party for an accelerated payment setting forth the basis upon which the invoiced amount was calculated. Payment from the nonperforming party will be due five Business Days after receipt of invoice.

7.4. If the invoiced party, in good faith, disputes the amount of any such invoice or any part thereof, such invoiced party will pay such amount as it concedes to be correct; provided, however, if the invoiced party disputes the amount due, it must provide supporting documentation acceptable in industry practice to support the amount paid or disputed without undue delay. In the event the parties are unable to resolve such dispute, either party may pursue any remedy available at law or in equity to enforce its rights pursuant to this Section.

7.5. If the invoiced party fails to remit the full amount payable when due, interest on the unpaid portion shall accrue from the date due until the date of payment at a rate equal to the lower of (i) the then-effective prime rate of interest published under "Money Rates" by The Wall Street Journal, plus two percent per annum; or (ii) the maximum applicable lawful interest rate.

7.6. A party shall have the right, at its own expense, upon reasonable Notice and at reasonable times, to examine and audit and to obtain copies of the relevant portion of the books, records, and telephone recordings of the other party only to the extent reasonably necessary to verify the accuracy of any statement, charge, payment, or computation made under the Contract. This right to examine, audit, and to obtain copies shall not be available with respect to proprietary information not directly relevant to transactions under this Contract. All invoices and billings shall be conclusively presumed final and accurate and all associated claims for under- or overpayments shall be deemed waived unless such invoices or billings are objected to in writing, with adequate explanation and/or documentation, within two years after the Month of Gas delivery. All retroactive adjustments under Section 7 shall be paid in full by the party owing payment within 30 Days of Notice and substantiation of such inaccuracy.

7.7. Unless the parties have elected on the Base Contract not to make this Section 7.7 applicable to this Contract, the parties shall net all undisputed amounts due and owing, and/or past due, arising under the Contract such that the party owing the greater amount shall make a single payment of the net amount to the other party in accordance with Section 7; provided that no payment required to be made pursuant to the terms of any Credit Support Obligation or pursuant to Section 7.3 shall be subject to netting under this Section. If the parties have executed a separate netting agreement, the terms and conditions therein shall prevail to the extent inconsistent herewith.

SECTION 8. TITLE, WARRANTY, AND INDEMNITY

8.1. Unless otherwise specifically agreed, title to the Gas shall pass from Seller to Buyer at the Delivery Point(s). Seller shall have responsibility for and assume any liability with respect to the Gas prior to its delivery to Buyer at the specified Delivery Point(s). Buyer shall have responsibility for and assume any liability with respect to said Gas after its delivery to Buyer at the Delivery Point(s).

8.2. Seller warrants that it will have the right to convey and will transfer good and merchantable title to all Gas sold hereunder and delivered by it to Buyer, free and clear of all liens, encumbrances, and claims. EXCEPT AS PROVIDED IN THIS SECTION 8.2 AND IN SECTION 15.8, ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR OF FITNESS FOR ANY PARTICULAR PURPOSE, ARE DISCLAIMED.

8.3. Seller agrees to indemnify Buyer and save it harmless from all losses, liabilities or claims including reasonable attorneys' fees and costs of court ("Claims"), from any and all persons, arising from or out of claims of title, personal injury (including death) or property damage from said Gas or other charges thereon which attach before title passes to Buyer. Buyer agrees to indemnify Seller and save it harmless from all Claims, from any and all persons, arising from or out of claims regarding payment, personal injury (including death) or property damage from said Gas or other charges thereon which attach after title passes to Buyer.

8.4. The parties agree that the delivery of and the transfer of title to all Gas under this Contract shall take place within the Customs Territory of the United States (as defined in general note 2 of the Harmonized Tariff Schedule of the United States 19 U.S.C. §1202, General Notes, page 3); provided, however, that in the event Seller took title to the Gas outside the Customs Territory of the United States, Seller represents and warrants that it is the importer of record for all Gas entered and delivered into the United States, and shall be responsible for entry and entry summary filings as well as the payment of duties, taxes and fees, if any, and all applicable record keeping requirements.

8.5. Notwithstanding the other provisions of this Section 8, as between Seller and Buyer, Seller will be liable for all Claims to the extent that such arise from the failure of Gas delivered by Seller to meet the quality requirements of Section 5.

SECTION 9. NOTICES

9.1. All Transaction Confirmations, invoices, payment instructions, and other communications made pursuant to the Base Contract ("Notices") shall be made to the addresses specified in writing by the respective parties from time to time.

9.2. All Notices required hereunder shall be in writing and may be sent by facsimile or mutually acceptable electronic means, a nationally recognized overnight courier service, first class mail or hand delivered.

9.3. Notice shall be given when received on a Business Day by the addressee. In the absence of proof of the actual receipt date, the following presumptions will apply. Notices sent by facsimile shall be deemed to have been received upon the sending party's receipt of its facsimile machine's confirmation of successful transmission. If the day on which such facsimile is received is

not a Business Day or is after five p.m. on a Business Day, then such facsimile shall be deemed to have been received on the next following Business Day. Notice by overnight mail or courier shall be deemed to have been received on the next Business Day after it was sent or such earlier time as is confirmed by the receiving party. Notice via first class mail shall be considered delivered five Business Days after mailing.

9.4. The party receiving a commercially acceptable Notice of change in payment instructions or other payment information shall not be obligated to implement such change until ten Business Days after receipt of such Notice.

SECTION 10. FINANCIAL RESPONSIBILITY

10.1. If either party ("X") has reasonable grounds for insecurity regarding the performance of any obligation under this Contract (whether or not then due) by the other party ("Y") (including, without limitation, the occurrence of a material change in the creditworthiness of Y or its Guarantor, if applicable), X may demand Adequate Assurance of Performance. "Adequate Assurance of Performance" shall mean sufficient security in the form, amount, for a term, and from an issuer, all as reasonably acceptable to X, including, but not limited to cash, a standby irrevocable letter of credit, a prepayment, a security interest in an asset or guaranty. Y hereby grants to X a continuing first priority security interest in, lien on, and right of setoff against all Adequate Assurance of Performance in the form of cash transferred by Y to X pursuant to this Section 10.1. Upon the return by X to Y of such Adequate Assurance of Performance, the security interest and lien granted hereunder on that Adequate Assurance of Performance shall be released automatically and, to the extent possible, without any further action by either party.

10.2. In the event (each an "Event of Default") either party (the "Defaulting Party") or its Guarantor shall: (i) make an assignment or any general arrangement for the benefit of creditors; (ii) file a petition or otherwise commence, authorize, or acquiesce in the commencement of a proceeding or case under any bankruptcy or similar law for the protection of creditors or have such petition filed or proceeding commenced against it; (iii) otherwise become bankrupt or insolvent (however evidenced); (iv) be unable to pay its debts as they fall due; (v) have a receiver, provisional liquidator, conservator, custodian, trustee or other similar official appointed with respect to it or substantially all of its assets; (vi) fail to perform any obligation to the other party with respect to any Credit Supper Obligations relating to the Contract; (vii) fail to give Adequate Assurance of Performance under Section 10.1 within 48 hours but at least one Business Day of a written request by the other party; (viii) not have paid any amount due the other party hereunder on or before the second Business Day following written Notice that such payment is due; or ix) be the affected party with respect to any Additional Event of Default; then the other party (the "Non-Defaulting Party") shall have the right, at its sole election, to immediately withhold and/or suspend deliveries or payments upon Notice and/or to terminate and liquidate the transactions under the Contract, in the manner provided in Section 10.3, in addition to any and all other remedies available hereunder.

10.3. If an Event of Default has occurred and is continuing, the Non-Defaulting Party shall have the right, by Notice to the Defaulting Party, to designate a Day, no earlier than the Day such Notice is given and no later than 20 Days after such Notice is given, as an early termination date (the "Early Termination Date") for the liquidation and termination pursuant to Section 10.3.1 of all transactions under the Contract, each a "Terminated Transaction". On the Early Termination Date, all transactions will terminate, other than those transactions, if any, that may not be liquidated and terminated under applicable law ("Excluded Transactions"), which Excluded Transactions must be liquidated and terminated as soon thereafter as is legally permissible, and upon termination shall be a Terminated Transaction and be valued consistent with Section 10.3.1 below. With respect to each Excluded Transaction, its actual termination date shall be the Early Termination Date for purposes of Section 10.3.1.

The parties have selected either "Early Termination Damages Apply" or "Early Termination Damages Do Not Apply" as indicated on the Base Contract.

Early Termination Damages Apply:

10.3.1. As of the Early Termination Date, the Non-Defaulting Party shall determine, in good faith and in a commercially reasonable manner, (i) the amount owed (whether or not then due) by each party with respect to all Gas delivered and received between the parties under Terminated Transactions and Excluded Transactions on and before the Early Termination Date and all other applicable charges relating to such deliveries and receipts (including without limitation any amounts owed under Section 3.2), for which payment has not yet been made by the party that owes such payment under this Contract and (ii) the Market Value, as defined below, of each Terminated Transaction. The Non-Defaulting Party shall (x) liquidate and accelerate each Terminated Transaction at its Market Value, so that each amount equal to the difference between such Market Value and the Contract Value, as defined below, of such Terminated Transaction(s) shall be due to the Buyer under the Terminated Transaction(s) if such Market Value exceeds the Contract Value and to the Seller if the opposite is the case; and (y) where appropriate, discount each amount then due under clause (x) above to present value in a commercially reasonable manner as of the Early Termination Date (to take account of the period between the date of liquidation and the date on which such amount would have otherwise been due pursuant to the relevant Terminated Transactions).

For purposes of this Section 10.3.1, "Contract Value" means the amount of Gas remaining to be delivered or purchased under a transaction multiplied by the Contract Price, and "Market Value" means the amount of Gas remaining to be delivered or purchased under a transaction multiplied by the market price for a similar transaction at the Delivery Point determined by the Non-Defaulting Party in a commercially reasonable manner. To ascertain the Market Value, the Non-Defaulting Party may consider, among other valuations, any or all of the settlement prices of NYMEX Gas futures contracts, quotations from leading dealers in energy swap contracts or physical gas trading markets, similar sales or purchases and any other bona fide third-party offers, all adjusted for the length of the term and differences in transportation costs. A party shall not be required to enter into a replacement transaction(s) in order to determine the Market Value. Any extension(s) of the term of a transaction to which parties are not bound as of the Early

Termination Date (including but not limited to "evergreen provisions") shall not be considered in determining Contract Values and Market Values. For the avoidance of doubt, any option pursuant to which one party has the right to extend the term of a transaction shall be considered in determining Contract Values and Market Values. The rate of interest used in calculating net present value shall be determined by the Non-Defaulting Party in a commercially reasonable manner.

Early Termination Damages Do Not Apply:

10.3.1. As of the Early Termination Date, the Non-Defaulting Party shall determine, in good faith and in a commercially reasonable manner, the amount owed (whether or not then due) by each party with respect to all Gas delivered and received between the parties under Terminated Transactions and Excluded Transactions on and before the Early Termination Date and all other applicable charges relating to such deliveries and receipts (including without limitation any amounts owed under Section 3.2), for which payment has not yet been made by the party that owes such payment under this Contract.

The parties have selected either "Other Agreement Setoffs Apply" or "Other Agreement Setoffs Do Not Apply" as indicated on the Base Contract.

Other Agreement Setoffs Apply:

Bilateral Setoff Option:

10.3.2. The Non-Defaulting Party shall net or aggregate, as appropriate, any and all amounts owing between the parties under Section 10.3.1, so that all such amounts are netted or aggregated to a single liquidated amount payable by one party to the other (the "Net Settlement Amount"). At its sole option and without prior Notice to the Defaulting Party, the Non-Defaulting Party is hereby authorized to setoff any Net Settlement Amount against (i) any margin or other collateral held by a party in connection with any Credit Support Obligation relating to the Contract; and (ii) any amount(s) (including any excess cash margin or excess cash collateral) owed or held by the party that is entitled to the Net Settlement Amount under any other agreement or arrangement between the parties.

Triangular Setoff Option:

10.3.2. The Non-Defaulting Party shall net or aggregate, as appropriate, any and all amounts owing between the parties under Section 10.3.1, so that all such amounts are netted or aggregated to a single liquidated amount payable by one party to the other (the "Net Settlement Amount"). At its sole option, and without prior Notice to the Defaulting Party, the Non-Defaulting Party is hereby authorized to setoff (i) any Net Settlement Amount against any margin or other collateral held by a party in connection with any Credit Support Obligation relating to the Contract; (ii) any Net Settlement Amount against any amount(s) (including any excess cash margin or excess cash collateral) owed by or to a party under any other agreement or arrangement between the parties; (iii) any Net Settlement Amount owed to the Non-Defaulting Party against any amount(s) (including any excess cash margin or excess cash collateral) owed by the Non-Defaulting Party or its Affiliates to the Defaulting Party under any other agreement or arrangement; (iv) any Net Settlement Amount owed to the Defaulting Party against any amount(s) (including any excess cash margin or excess cash collateral) owed by the Defaulting Party to the Non-Defaulting Party or its Affiliates under any other agreement or arrangement; and/or (v) any Net Settlement Amount owed to the Defaulting Party against any amount(s) (including any excess cash margin or excess cash collateral) owed by the Defaulting Party or its Affiliates to the Non-Defaulting Party under any other agreement or arrangement.

Other Agreement Setoffs Do Not Apply:

10.3.2. The Non-Defaulting Party shall net or aggregate, as appropriate, any and all amounts owing between the parties under Section 10.3.1, so that all such amounts are netted or aggregated to a single liquidated amount payable by one party to the other (the "Net Settlement Amount"). At its sole option and without prior Notice to the Defaulting Party, the Non-Defaulting Party may setoff any Net Settlement Amount against any margin or other collateral held by a party in connection with any Credit Support Obligation relating to the Contract.

10.3.3. If any obligation that is to be included in any netting, aggregation or setoff pursuant to Section 10.3.2 is unascertained, the Non-Defaulting Party may in good faith estimate that obligation and net, aggregate or setoff, as applicable, in respect of the estimate, subject to the Non-Defaulting Party accounting to the Defaulting Party when the obligation is ascertained. Any amount not then due which is included in any netting, aggregation or setoff pursuant to Section 10.3.2 shall be discounted to net present value in a commercially reasonable manner determined by the Non-Defaulting Party.

10.4. As soon as practicable after a liquidation, Notice shall be given by the Non-Defaulting Party to the Defaulting Party of the Net Settlement Amount, and whether the Net Settlement Amount is due to or due from the Non-Defaulting Party. The Notice shall include a written statement explaining in reasonable detail the calculation of the Net Settlement Amount, provided that failure to give such Notice shall not affect the validity or enforceability of the liquidation or give rise to any claim by the Defaulting Party against the Non-Defaulting Party. The Net Settlement Amount as well as any setoffs applied against such amount pursuant to Section 10.3.2, shall be paid by the close of business on the second Business Day following such Notice, which date shall not be earlier than the Early Termination Date. Interest on any unpaid portion of the Net Settlement Amount as adjusted by setoffs, shall accrue from the date due until the date of payment at a rate equal to the lower of (i) the then-effective prime rate of interest published under "Money Rates" by The Wall Street Journal, plus two percent per annum; or (ii) the maximum applicable lawful interest rate.

10.5. The parties agree that the transactions hereunder constitute a "forward contract" within the meaning of the United States Bankruptcy Code and that Buyer and Seller are each "forward contract merchants" within the meaning of the United States Bankruptcy Code.

10.6. The Non-Defaulting Party's remedies under this Section 10 are the sole and exclusive remedies of the Non-Defaulting Party with respect to the occurrence of any Early Termination Date. Each party reserves to itself all other rights, setoffs, counterclaims and other defenses that it is or may be entitled to arising from the Contract.

10.7. With respect to this Section 10, if the parties have executed a separate netting agreement with close-out netting provisions, the terms and conditions therein shall prevail to the extent inconsistent herewith.

SECTION 11. FORCE MAJEURE

11.1. Except with regard to a party's obligation to make payment(s) due under Section 7, Section 10.4, and Imbalance Charges under Section 4, neither party shall be liable to the other for failure to perform a Firm obligation, to the extent such failure was caused by Force Majeure. The term "Force Majeure" as employed herein means any cause not reasonably within the control of the party claiming suspension, as further defined in Section 11.2.

11.2. Force Majeure shall include, but not be limited to, the following: (i) physical events such as acts of God, landslides, lightning, earthquakes, fires, storms or storm warnings, such as hurricanes, which result in evacuation of the affected area, floods, washouts, explosions, breakage or accident or necessity of repairs to machinery or equipment or lines of pipe; (ii) weather related events affecting an entire geographic region, such as low temperatures which cause freezing or failure of wells or lines of pipe; (iii) interruption and/or curtailment of Firm transportation and/or storage by Transporters; (iv) acts of others such as strikes, lockouts or other industrial disturbances, riots, sabotage, insurrections or wars, or acts of terror; and (v) governmental actions such as necessity for compliance with any court order, law, statute, ordinance, regulation, or policy having the effect of law promulgated by a governmental authority having jurisdiction. Seller and Buyer shall make reasonable efforts to avoid the adverse impacts of a Force Majeure and to resolve the event or occurrence once it has occurred in order to resume performance.

11.3. Neither party shall be entitled to the benefit of the provisions of Force Majeure to the extent performance is affected by any or all of the following circumstances: (i) the curtailment of interruptible or secondary Firm transportation unless primary, in-path, Firm transportation is also curtailed; (ii) the party claiming excuse failed to remedy the condition and to resume the performance of such covenants or obligations with reasonable dispatch; or (iii) economic hardship, to include, without limitation, Seller's ability to sell Gas at a higher or more advantageous price than the Contract Price, Buyer's ability to purchase Gas at a lower or more advantageous price than the Contract Price, or a regulatory agency disallowing, in whole or in part, the pass through of costs resulting from this Contract; (iv) the loss of Buyer's market(s) or Buyer's inability to use or resell Gas purchased hereunder, except, in either case, as provided in Section 11.2; or (v) the loss or failure of Seller's gas supply or depletion of reserves, except, in either case, as provided in Section 11.2. The party claiming Force Majeure shall not be excused from its responsibility for Imbalance Charges.

11.4. Notwithstanding anything to the contrary herein, the parties agree that the settlement of strikes, lockouts or other industrial disturbances shall be within the sole discretion of the party experiencing such disturbance.

11.5. The party whose performance is prevented by Force Majeure must provide Notice to the other party. Initial Notice may be given orally; however, written Notice with reasonably full particulars of the event or occurrence is required as soon as reasonably possible. Upon providing written Notice of Force Majeure to the other party, the affected party will be relieved of its obligation, from the onset of the Force Majeure event, to make or accept delivery of Gas, as applicable, to the extent and for the duration of Force Majeure, and neither party shall be deemed to have failed in such obligations to the other during such occurrence or event.

11.6. Notwithstanding Sections 11.2 and 11.3, the parties may agree to alternative Force Majeure provisions in a Transaction Confirmation executed in writing by both parties.

SECTION 12. TERM

This Contract may be terminated on 30 Day's written Notice, but shall remain in effect until the expiration of the latest Delivery Period of any transaction(s). The rights of either party pursuant to Section 7.6, Section 10, Section 13, the obligations to make payment hereunder, and the obligation of either party to indemnify the other, pursuant hereto shall survive the termination of the Base Contract or any transaction.

SECTION 13. LIMITATIONS

FOR BREACH OF ANY PROVISION FOR WHICH AN EXPRESS REMEDY OR MEASURE OF DAMAGES IS PROVIDED, SUCH EXPRESS REMEDY OR MEASURE OF DAMAGES SHALL BE THE SOLE AND EXCLUSIVE REMEDY. A PARTY'S LIABILITY HEREUNDER SHALL BE LIMITED AS SET FORTH IN SUCH PROVISION, AND ALL OTHER REMEDIES OR DAMAGES AT LAW OR IN EQUITY ARE WAIVED. IF NO REMEDY OR MEASURE OF DAMAGES IS EXPRESSLY PROVIDED HEREIN OR IN A TRANSACTION, A PARTY'S LIABILITY SHALL BE LIMITED TO DIRECT ACTUAL DAMAGES ONLY. SUCH DIRECT ACTUAL DAMAGES SHALL BE THE SOLE AND EXCLUSIVE REMEDY, AND ALL OTHER REMEDIES OR DAMAGES AT LAW OR IN EQUITY ARE WAIVED. UNLESS EXPRESSLY HEREIN PROVIDED, NEITHER PARTY SHALL BE LIABLE FOR CONSEQUENTIAL, INCIDENTAL, PUNITIVE, EXEMPLARY OR INDIRECT DAMAGES, LOST PROFITS OR OTHER BUSINESS INTERRUPTION DAMAGES, BY STATUTE, IN TORT OR CONTRACT, UNDER ANY INDEMNITY PROVISION OR OTHERWISE. IT IS THE INTENT OF THE PARTIES THAT THE LIMITATIONS HEREIN IMPOSED ON REMEDIES AND THE MEASURE OF DAMAGES BE WITHOUT REGARD TO THE CAUSE OR CAUSES RELATED THERETO, INCLUDING THE NEGLIGENCE OF ANY PARTY, WHETHER SUCH NEGLIGENCE BE SOLE, JOINT OR CONCURRENT, OR ACTIVE OR PASSIVE. TO THE EXTENT ANY DAMAGES REQUIRED TO BE PAID HEREUNDER ARE LIQUIDATED, THE PARTIES ACKNOWLEDGE THAT THE DAMAGES ARE DIFFICULT OR IMPOSSIBLE TO DETERMINE, OR OTHERWISE OBTAINING AN ADEQUATE REMEDY IS INCONVENIENT AND THE DAMAGES CALCULATED HEREUNDER CONSTITUTE A REASONABLE APPROXIMATION OF THE HARM OR LOSS.

SECTION 14. MARKET DISRUPTION

If a Market Disruption Event has occurred then the parties shall negotiate in good faith to agree on a replacement price for the Floating Price (or on a method for determining a replacement price for the Floating Price) for the affected Day, and if the parties have not so agreed on or before the second Business Day following the affected Day then the replacement price for the Floating Price shall be determined within the next two following Business Days with each party obtaining, in good faith and from non-affiliated market participants in the relevant market, two quotes for prices of Gas for the affected Day of a similar quality and quantity in the geographical location closest in proximity to the Delivery Point and averaging the four quotes. If either party fails to provide two quotes then the average of the other party's two quotes shall determine the replacement price for the Floating Price. "Floating Price" means the price or a factor of the price agreed to in the transaction as being based upon a specified index. "Market Disruption Event" means, with respect to an index specified for a transaction, any of the following events: (a) the failure of the index to announce or publish information necessary for determining the Floating Price; (b) the failure of trading to commence or the permanent discontinuation or material suspension of trading on the exchange or market acting as the index; (c) the temporary or permanent discontinuance or unavailability of the index; (d) the temporary or permanent closing of any exchange acting as the index; or (e) both parties agree that a material change in the formula for or the method of determining the Floating Price has occurred. For the purposes of the calculation of a replacement price for the Floating Price, all numbers shall be rounded to three decimal places. If the fourth decimal number is five or greater, then the third decimal number shall be increased by one and if the fourth decimal number is less than five, then the third decimal number shall remain unchanged.

SECTION 15. MISCELLANEOUS

15.1. This Contract shall be binding upon and inure to the benefit of the successors, assigns, personal representatives, and heirs of the respective parties hereto, and the covenants, conditions, rights and obligations of this Contract shall run for the full term of this Contract. No assignment of this Contract, in whole or in part, will be made without the prior written consent of the non-assigning party (and shall not relieve the assigning party from liability hereunder), which consent will not be unreasonably withheld or delayed; provided, either party may (i) transfer, sell, pledge, encumber, or assign this Contract or the accounts, revenues, or proceeds hereof in connection with any financing or other financial arrangements, or (ii) transfer its interest to any parent or Affiliate by assignment, merger or otherwise without the prior approval of the other party. Upon any such assignment, transfer and assumption, the transferor shall remain principally liable for and shall not be relieved of or discharged from any obligations hereunder.

15.2. If any provision in this Contract is determined to be invalid, void or unenforceable by any court having jurisdiction, such determination shall not invalidate, void, or make unenforceable any other provision, agreement or covenant of this Contract.

15.3. No waiver of any breach of this Contract shall be held to be a waiver of any other or subsequent breach.

15.4. This Contract sets forth all understandings between the parties respecting each transaction subject hereto, and any prior contracts, understandings and representations, whether oral or written, relating to such transactions are merged into and superseded by this Contract and any effective transaction(s). This Contract may be amended only by a writing executed by both parties.

15.5. The interpretation and performance of this Contract shall be governed by the laws of the jurisdiction as indicated on the Base Contract, excluding, however, any conflict of laws rule which would apply the law of another jurisdiction.

15.6. This Contract and all provisions herein will be subject to all applicable and valid statutes, rules, orders and regulations of any governmental authority having jurisdiction over the parties, their facilities, or Gas supply, this Contract or transaction or any provisions thereof.

15.7. There is no third party beneficiary to this Contract.

15.8. Each party to this Contract represents and warrants that it has full and complete authority to enter into and perform this Contract. Each person who executes this Contract on behalf of either party represents and warrants that it has full and complete authority to do so and that such party will be bound thereby.

15.9. The headings and subheadings contained in this Contract are used solely for convenience and do not constitute a part of this Contract between the parties and shall not be used to construe or interpret the provisions of this Contract.

15.10. Unless the parties have elected on the Base Contract not to make this Section 15.10 applicable to this Contract, neither party shall disclose directly or indirectly without the prior written consent of the other party the terms of any transaction to a third party (other than the employees, lenders, royalty owners, counsel, accountants and other agents of the party, or prospective purchasers of all or substantially all of a party's assets or of any rights under this Contract, provided such persons shall have agreed to keep such terms confidential) except (i) in order to comply with any applicable law, order, regulation, or exchange rule, (ii) to the extent necessary for the enforcement of this Contract, (iii) to the extent necessary to implement any transaction, (iv) to the extent necessary to comply with a regulatory agency's reporting requirements including but not limited to gas cost recovery proceedings; or (v) to the extent such information is delivered to such third party for the sole purpose of calculating a published index. Each party shall notify the other party of any proceeding of which it is aware which may result in disclosure of the terms of any transaction (other than as permitted hereunder) and use reasonable efforts to prevent or limit the disclosure. The existence of this Contract is not subject to this confidentiality obligation. Subject to Section 13, the parties shall be entitled to all remedies available at law or in equity to enforce, or seek relief in connection with this confidentiality obligation. The terms of any transaction hereunder shall be kept confidential by the parties hereto for one year from the expiration of the transaction.

In the event that disclosure is required by a governmental body or applicable law, the party subject to such requirement may disclose the material terms of this Contract to the extent so required, but shall promptly notify the other party, prior to disclosure, and shall

cooperate (consistent with the disclosing party's legal obligations) with the other party's efforts to obtain protective orders or similar restraints with respect to such disclosure at the expense of the other party.

15.11. The parties may agree to dispute resolution procedures in Special Provisions attached to the Base Contract or in a Transaction Confirmation executed in writing by both parties

15.12. Any original executed Base Contract, Transaction Confirmation or other related document may be digitally copied, photocopied, or stored on computer tapes and disks (the "Imaged Agreement"). The Imaged Agreement, if introduced as evidence on paper, the Transaction Confirmation, if introduced as evidence in automated facsimile form, the recording, if introduced as evidence in its original form, and all computer records of the foregoing, if introduced as evidence in printed format, in any judicial, arbitration, mediation or administrative proceedings will be admissible as between the parties to the same extent and under the same conditions as other business records originated and maintained in documentary form. Neither Party shall object to the admissibility of the recording, the Transaction Confirmation, or the Imaged Agreement on the basis that such were not originated or maintained in documentary form. However, nothing herein shall be construed as a waiver of any other objection to the admissibility of such evidence.

DISCLAIMER: The purposes of this Contract are to facilitate trade, avoid misunderstandings and make more definite the terms of contracts of purchase and sale of natural gas. Further, NAESB does not mandate the use of this Contract by any party. **NAESB DISCLAIMS AND EXCLUDES, AND ANY USER OF THIS CONTRACT ACKNOWLEDGES AND AGREES TO NAESB'S DISCLAIMER OF, ANY AND ALL WARRANTIES, CONDITIONS OR REPRESENTATIONS, EXPRESS OR IMPLIED, ORAL OR WRITTEN, WITH RESPECT TO THIS CONTRACT OR ANY PART THEREOF, INCLUDING ANY AND ALL IMPLIED WARRANTIES OR CONDITIONS OF TITLE, NON-INFRINGEMENT, MERCHANTABILITY, OR FITNESS OR SUITABILITY FOR ANY PARTICULAR PURPOSE (WHETHER OR NOT NAESB KNOWS, HAS REASON TO KNOW, HAS BEEN ADVISED, OR IS OTHERWISE IN FACT AWARE OF ANY SUCH PURPOSE), WHETHER ALLEGED TO ARISE BY LAW, BY REASON OF CUSTOM OR USAGE IN THE TRADE, OR BY COURSE OF DEALING. EACH USER OF THIS CONTRACT ALSO AGREES THAT UNDER NO CIRCUMSTANCES WILL NAESB BE LIABLE FOR ANY DIRECT, SPECIAL, INCIDENTAL, EXEMPLARY, PUNITIVE OR CONSEQUENTIAL DAMAGES ARISING OUT OF ANY USE OF THIS CONTRACT.**

TRANSACTION CONFIRMATION
FOR IMMEDIATE DELIVERY

EXHIBIT A

| | | | | |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------|
| Letterhead/Logo | Date: _____ Transaction Confirmation #: _____ | | | |
| This Transaction Confirmation is subject to the Base Contract between Seller and Buyer dated _____. The terms of this Transaction Confirmation are binding unless disputed in writing within 2 Business Days of receipt unless otherwise specified in the Base Contract. | | | | |
| SELLER: _____ _____ Attn: _____ Phone: _____ Fax: _____ Base Contract No. _____ Transporter: _____ Transporter Contract Number: _____ | BUYER: _____ _____ Attn: _____ Phone: _____ Fax: _____ Base Contract No. _____ Transporter: _____ Transporter Contract Number: _____ | | | |
| Contract Price: \$ _____/MMBtu or _____ | | | | |
| Delivery Period: Begin: _____, _____ End: _____, _____ | | | | |
| Performance Obligation and Contract Quantity: (Select One) <table style="width: 100%;"> <tr> <td style="width: 33%; vertical-align: top;"> Firm (Fixed Quantity): _____ MMBtus/day <input type="checkbox"/> EFP </td> <td style="width: 33%; vertical-align: top;"> Firm (Variable Quantity): _____ MMBtus/day Minimum _____ MMBtus/day Maximum subject to Section 4.2. at election of <input type="checkbox"/> Buyer or <input type="checkbox"/> Seller </td> <td style="width: 33%; vertical-align: top;"> Interruptible: Up to _____ MMBtus/day </td> </tr> </table> | | Firm (Fixed Quantity): _____ MMBtus/day <input type="checkbox"/> EFP | Firm (Variable Quantity): _____ MMBtus/day Minimum _____ MMBtus/day Maximum subject to Section 4.2. at election of <input type="checkbox"/> Buyer or <input type="checkbox"/> Seller | Interruptible: Up to _____ MMBtus/day |
| Firm (Fixed Quantity): _____ MMBtus/day <input type="checkbox"/> EFP | Firm (Variable Quantity): _____ MMBtus/day Minimum _____ MMBtus/day Maximum subject to Section 4.2. at election of <input type="checkbox"/> Buyer or <input type="checkbox"/> Seller | Interruptible: Up to _____ MMBtus/day | | |
| Delivery Point(s): _____ (If a pooling point is used, list a specific geographic and pipeline location): | | | | |
| Special Conditions: | | | | |
| Seller: _____ By: _____ Title: _____ Date: _____ | Buyer: _____ By: _____ Title: _____ Date: _____ | | | |

Attachment G

NAESB Special Provisions

**SPECIAL PROVISIONS ATTACHED TO AND FORMING PART OF THE
BASE CONTRACT FOR SALE AND PURCHASE OF NATURAL GAS**

Dated _____, 2025

by and between

City of El Paso

and

Clean Energy Renewable Fuels, LLC (“CERF”)

These Special Provisions shall supplement and, where applicable, modify and supersede, the Base Contract for Sale and Purchase of Natural Gas (the “Base Contract”) by and between City of El Paso and Clean Energy Renewable Fuels, LLC. Capitalized terms used but not defined in these Special Provisions shall have the meanings ascribed to them in the Base Contract. Sections referenced in these Special Provisions refer to a Section of the General Terms and Conditions of the Base Contract, unless stated otherwise.

Section 3.2:

Add the following language to the end of Section 3.2:

“Notwithstanding the above, the City of El Paso does not waive any remedies available at law including under the Texas Torts Claims Act. If any provision in this Contract runs afoul of any existing and future gas contract the City of El Paso has with the Texas General Land Office then that provision will be deemed invalid and void. If any provision in this Contract runs afoul of any existing and future gas contract and agreement the City of El Paso has with Texas Gas Service, then that provision will be deemed invalid and void.”

Section 8.2:

Add the following language to the end of Section 8.2:

“Notwithstanding anything in this section, if any provision in Section 8 or in any other provision in this Contract runs afoul of any existing and future gas contracts the City of El Paso has with the Texas General Land Office then that provision will be deemed invalid and void. If any provision in Section 8 or in any other provision in this Contract runs afoul of any existing and future gas contracts and agreements the City of El Paso has with Texas Gas Service, then that provision will be deemed invalid and void.”

Section 8.3:

Delete Section 8.3 in its entirety and replace it with the following:

“EXCEPT TO THE EXTENT CAUSED BY THE NEGLIGENCE OR WILLFUL MISCONDUCT OF THE CITY OF EL PASO AS DETERMINED BY A COURT OF COMPETENT JURISDICTION, CERF AGREES TO INDEMNIFY, DEFEND AND SAVE THE CITY OF EL PASO, ITS OFFICERS, AGENTS AND EMPLOYEES HARMLESS FROM ALL LOSSES, LIABILITIES OR CLAIMS INCLUDING REASONABLE ATTORNEYS’ FEES AND COSTS OF COURT (“CLAIMS”), FROM ANY AND ALL PERSONS, ARISING FROM OR OUT OF CLAIMS REGARDING PAYMENT, PERSONAL INJURY (INCLUDING DEATH) OR PROPERTY DAMAGE, FROM SAID GAS OR OTHER CHARGES THEREON WHICH ATTACH WHEN CERF HAS TITLE TO THE GAS, AND ANYTHING ARISING OUT OF OR RELATED TO THIS CONTRACT, WITHOUT MODIFYING THE CONDITIONS OF PRESERVING, ASSERTING OR ENFORCING ANY LEGAL LIABILITY AGAINST THE CITY OF EL PASO AS REQUIRED BY THE CITY OF EL PASO, TEXAS CHARTER OR ANY LAW, THE CITY OF EL PASO WILL PROMPTLY FORWARD TO CERF EVERY DEMAND, NOTICE, SUMMONS OR OTHER PROCESS RECEIVED BY THE CITY OF EL PASO IN ANY CLAIM OR LEGAL PROCEEDING CONTEMPLATED HEREIN. CERF WILL 1) INVESTIGATE OR CAUSE THE INVESTIGATION OF ACCIDENTS OR OCCURRENCES INVOLVING SUCH INJURIES OR DAMAGES; 2) NEGOTIATE OR CAUSE TO BE NEGOTIATED THE CLAIM AS CERF MAY DEEM EXPEDIENT; AND 3) DEFEND OR CAUSE TO BE DEFENDED ON BEHALF OF THE CITY OF EL PASO ALL SUITS FOR DAMAGES EVEN IF GROUNDLESS, FALSE OR FRAUDULENT, BROUGHT BECAUSE OF SUCH INJURIES OR DAMAGES, CERF WILL PAY ALL JUDGMENTS FINALLY ESTABLISHING LIABILITY OF THE CITY OF EL PASO IN ACTIONS DEFENDED BY CERF PURSUANT TO THIS SECTION ALONG WITH ALL REASONABLE ATTORNEY'S FEES AND COSTS INCURRED BY THE CITY OF EL PASO INCLUDING INTEREST ACCRUING TO THE DATE OF PAYMENT BY CERF, AND PREMIUMS ON ANY APPEAL BONDS. THE CITY OF EL PASO, AT ITS ELECTION AND SOLE COST, SHALL HAVE THE RIGHT TO PARTICIPATE IN ANY SUCH NEGOTIATIONS OR LEGAL PROCEEDINGS TO THE EXTENT OF ITS INTEREST. EXCEPT TO THE EXTENT CAUSED BY THE NEGLIGENCE OR WILLFUL MISCONDUCT OF THE CITY OF EL PASO AS DETERMINED BY A COURT OF COMPETENT JURISDICTION, THE CITY OF EL PASO SHALL NOT BE RESPONSIBLE FOR ANY LOSS OR DAMAGE TO CERF'S PROPERTY FROM ANY CAUSE.”

Section 10.3.1

Add the following language to the end of Section 10.3.1:

“Notwithstanding anything to the contrary in this section or in any provision in this Contract, neither party is liable for consequential, incidental, punitive, exemplary, indirect, nor liquidated damages.”

Section 12.

Add the following language to the end of Section 12:

“Notwithstanding anything to the contrary in this section or in any other provision in this Contract, the City of El Paso may terminate this contract, in whole or in part, at any time by providing sixty (60) days written notice to CERF. If CERF fails to comply with any provision of the Contract, the City of El Paso may terminate this Contract for default. Termination shall be effected by serving a notice of intent to terminate the Contract setting forth the manner in which CERF is in default. CERF will be given an opportunity to correct the problem within a reasonable time of no less than thirty (30) days before a termination notice is rendered.”

Section 15.5

Add the following language to the end of Section 15.5:

“Venue shall be City of El Paso, Texas.”

Section 15.4

Add the following language to the end of Section 15.4:

“Notwithstanding anything to the contrary in section 15.4 or in any other provision in this Contract, nothing in this Contract removes the responsibilities of the parties under Solicitation and Contract No. 2012-182R (as further amended, modified or supplemented from time to time).”

Section 15.10:

Add the following language to the end of Section 15.10:

“Notwithstanding anything to the contrary in Section 15.10 or in any other provision of this Contract, CERF acknowledges that the City of El Paso is a governmental entity subject to the Public Information Act, Chapter 552, Texas Government Code (“the Act”). The City of El Paso will maintain confidentiality as provided in this Contract, to the extent permitted by law and agrees that, as required by the Act, it will notify CERF if a request relating to such proprietary information is received. CERF represents that it understands that the Act excepts disclosure of trade secrets and confidential commercial information and that it will need to assert the proprietary interest of CERF as a basis for nondisclosure.”

Section 15.13:

Add a Section 15.13 containing the following language:

“Section 15.13 **Governmental Function.** The Parties expressly agree that, in all things relating to this Agreement, the City is performing a governmental function as defined by the Texas Tort Claims Act. The Parties further expressly agree that every act or omission of the City, which in any way pertains to or arises out of this Agreement, falls within the definition of governmental function.”

IN WITNESS WHEREOF, the parties have executed these Special Provisions to supplement and, where applicable, to modify and supersede, the Base Contract by and between the parties.

(City of El Paso signatures)

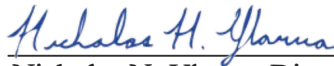
Dionne L. Mack
City Manager

APPROVED AS TO CONTENT:



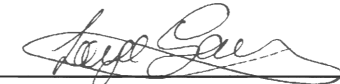
K. Nicole Cote, Managing Director
Purchasing & Strategic Sourcing

APPROVED AS TO CONTENT:



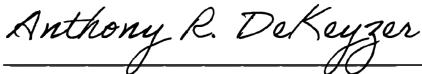
Nicholas N. Ybarra, Director
Environmental Services Department

APPROVED AS TO FORM:



Joyce Garcia
Assistant City Attorney

APPROVED AS TO CONTENT:



Anthony R. Dekeyzer, Director
Sun Metro/ Mass Transit Department

OWNER'S ACKNOWLEDGEMENT

STATE OF TEXAS)
)
COUNTY OF EL PASO)

This Instrument was acknowledged before me on the _____ day of _____, 2025 by Dionne L. Mack, City Manager of the **City of El Paso**, a Texas municipal corporation, on behalf of said corporation.

Notary Public, State of Texas

Notary's Commission Expires:
Notary's Name (printed)

(Signatures continue in the following page)

(CERF signatures)

CLEAN ENERGY RENEWABLE
FUELS, LLC:

Robert M. Vreeland

Name: Robert M. Vreeland

Title: Chief Financial Officer

ACKNOWLEDGEMENT

THE STATE OF _____)

COUNTY OF _____)

This instrument was acknowledged before me on this _____ day of _____, 2025
by _____, on behalf of _____.

My Commission Expires: _____

Notary Public, State of _____

please see attached California Acknowledgment

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of ORANGE

On 12-06-2024

Date

before me, Donna G. Holck, Notary Public

Here Insert Name and Title of the Officer

personally appeared

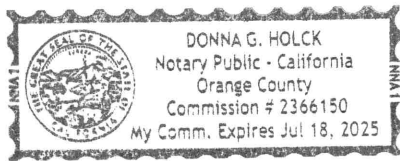
Robert M. Vreeland

Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature

Donna G. Holck

Signature of Notary Public

Place Notary Seal and/or Stamp Above

OPTIONAL

Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: Special Provisions Attachment 'G'

Document Date: _____ Number of Pages: 3

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: Robert M. Vreeland

☒ Corporate Officer – Title(s): CFO

☐ Partner – ☐ Limited ☐ General

☐ Individual ☐ Attorney in Fact

☐ Trustee ☐ Guardian of Conservator

☐ Other: _____

Signer is Representing: CERF, LLC

Signer's Name: _____

☐ Corporate Officer – Title(s): _____

☐ Partner – ☐ Limited ☐ General

☐ Individual ☐ Attorney in Fact

☐ Trustee ☐ Guardian of Conservator

☐ Other: _____

Signer is Representing: _____

Attachment H

Fossil Transaction Confirmation

TRANSACTION CONFIRMATION
FOR IMMEDIATE DELIVERY

| | | | | |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------|
| | Date: ____, 2024 Transaction Confirmation #: ELP001-TC02 | | | |
| This Transaction Confirmation is subject to the Base Contract between Seller and Buyer dated _____. The terms of this Transaction Confirmation are binding upon execution by the parties. | | | | |
| SELLER: City of El Paso Attn: City Manager's Office PO BOX 1890 Attn: Mass Transit/Sun Metro Director Phone: 915-212-0000 | BUYER: Clean Energy Renewable Fuels, LLC Attn: Jen Komonchak Phone: 949-437-1251 Base Contract No. ELP001 | | | |
| Contract Price: <table border="1" style="width: 100%; border-collapse: collapse;"><tr><td style="padding: 5px;">Contract Price (\$/MMBtu)</td></tr><tr><td style="padding: 5px;">The "Contract Price" (per MMBtu) means the First of the Month Index Price for Monthly Deliveries at the Delivery Point as published by the McGraw-Hill Companies, or any successor-in-interest thereto, in the Platt publication, <i>Inside FERC Gas Market Report</i>, first of month publication, under the table "Market Center Spot Prices", for the delivery Month under the column "Index", under the table "South Louisiana", in the row labeled "Henry Hub".</td></tr></table> | | Contract Price (\$/MMBtu) | The "Contract Price" (per MMBtu) means the First of the Month Index Price for Monthly Deliveries at the Delivery Point as published by the McGraw-Hill Companies, or any successor-in-interest thereto, in the Platt publication, <i>Inside FERC Gas Market Report</i> , first of month publication, under the table "Market Center Spot Prices", for the delivery Month under the column "Index", under the table "South Louisiana", in the row labeled "Henry Hub". | |
| Contract Price (\$/MMBtu) | | | | |
| The "Contract Price" (per MMBtu) means the First of the Month Index Price for Monthly Deliveries at the Delivery Point as published by the McGraw-Hill Companies, or any successor-in-interest thereto, in the Platt publication, <i>Inside FERC Gas Market Report</i> , first of month publication, under the table "Market Center Spot Prices", for the delivery Month under the column "Index", under the table "South Louisiana", in the row labeled "Henry Hub". | | | | |
| Delivery Period: The Delivery Period shall commence on the first (1 st) day of the Delivery Period of Transaction Confirmation # ELP001-TC01, between the parties and dated _____, and shall end on the last day of the Delivery Period of Transaction Confirmation # ELP001-TC01 by and between Buyer and Seller. | | | | |
| Performance Obligation and Contract Quantity: (Select One) <table style="width: 100%;"><tr><td style="width: 33%; vertical-align: top; padding: 5px;">Firm (Fixed Quantity): _____ MMBtus/day <input type="checkbox"/> EFP</td><td style="width: 33%; vertical-align: top; padding: 5px;">Firm (Variable Quantity): 0 MMBtus/day Minimum <u>1,730</u> MMBtus/day Maximum</td><td style="width: 33%; vertical-align: top; padding: 5px;">Interruptible: Up to _____ MMBtus/day.</td></tr></table> | | Firm (Fixed Quantity): _____ MMBtus/day <input type="checkbox"/> EFP | Firm (Variable Quantity): 0 MMBtus/day Minimum <u>1,730</u> MMBtus/day Maximum | Interruptible: Up to _____ MMBtus/day. |
| Firm (Fixed Quantity): _____ MMBtus/day <input type="checkbox"/> EFP | Firm (Variable Quantity): 0 MMBtus/day Minimum <u>1,730</u> MMBtus/day Maximum | Interruptible: Up to _____ MMBtus/day. | | |
| Performance Obligation: During every month of the Delivery Period of this Transaction Confirmation, Buyer will purchase, and Seller will be obligated to sell, Gas in identical corresponding volumes to Seller's purchases of Biogas (as defined in Transaction Confirmation # ELP001-TC01) from Buyer under Transaction Confirmation # ELP001-TC01 during such month. | | | | |

Delivery Points: The Delivery Points shall be Seller's Texas Gas Service and Texas General Land Office meter interconnects, as applicable, at the compressed natural gas ("CNG") stations listed in Exhibit A, which is attached hereto and incorporated herein by reference, at which point title to the Gas sold by Seller to Buyer under this Transaction Confirmation will transfer from Seller to Buyer.

Special Conditions:

1. *Hierarchy.* In the event of any inconsistency between the Base Contract and this Transaction Confirmation, this Transaction Confirmation shall govern.

Seller: **City of El Paso**

Buyer: **Clean Energy Renewable Fuels, LLC**

By: _____

By: Robert M. Vreeland

Name:

Name: Robert M. Vreeland

Title: City Manager

Title: Chief Financial Officer

Date: _____

Date: December 06, 2024

Exhibit A

| CNG Station Locations | | | |
|------------------------------|-----------------------|-----------------------------------|---------------------|
| Street Address | City and State | Local Distribution Channel | Meter Number |
| 10159 Montana Avenue | El Paso, TX | Texas General Land Office | 8321220187 |
| 5081 Fred Wilson Avenue | El Paso, TX | Texas General Land Office | 1201392539 |
| 1059 Lafayette Drive | El Paso, TX | Texas Gas Service | 121341801 |

Attachment I

RNG Transaction Confirmation

TRANSACTION CONFIRMATION
FOR IMMEDIATE DELIVERY

| | | | | |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------|
| | Date: ____, 2024 Transaction Confirmation #: ELP001-TC01 | | | |
| This Transaction Confirmation is subject to the Base Contract between Seller and Buyer dated _____. The terms of this Transaction Confirmation are binding upon execution by the parties. | | | | |
| SELLER: Clean Energy Renewable Fuels, LLC Attn: Jen Komonchak Phone: 949-437-1251 Base Contract No. ELP001 | BUYER: City of El Paso Attn: City Manager's Office PO BOX 1890 Attn: Mass Transit/Sun Metro Director Phone: 915-212-0000 | | | |
| Contract Price: <table border="1" style="width: 100%; border-collapse: collapse;"><tr><td style="padding: 5px;">Contract Price (\$/MMBtu)</td></tr><tr><td style="padding: 10px;">The "Contract Price" (per MMBtu) means the First of the Month Index Price for Monthly Deliveries at the Delivery Point as published by the McGraw-Hill Companies, or any successor-in-interest thereto, in the Platt publication, <i>Inside FERC Gas Market Report</i>, first of month publication, under the table "Market Center Spot Prices", for the delivery Month under the column "Index", under the table "South Louisiana", in the row labeled "Henry Hub".</td></tr></table> | | Contract Price (\$/MMBtu) | The " Contract Price " (per MMBtu) means the First of the Month Index Price for Monthly Deliveries at the Delivery Point as published by the McGraw-Hill Companies, or any successor-in-interest thereto, in the Platt publication, <i>Inside FERC Gas Market Report</i> , first of month publication, under the table "Market Center Spot Prices", for the delivery Month under the column "Index", under the table "South Louisiana", in the row labeled "Henry Hub". | |
| Contract Price (\$/MMBtu) | | | | |
| The " Contract Price " (per MMBtu) means the First of the Month Index Price for Monthly Deliveries at the Delivery Point as published by the McGraw-Hill Companies, or any successor-in-interest thereto, in the Platt publication, <i>Inside FERC Gas Market Report</i> , first of month publication, under the table "Market Center Spot Prices", for the delivery Month under the column "Index", under the table "South Louisiana", in the row labeled "Henry Hub". | | | | |
| Delivery Period: The Delivery Period shall begin on April 1, 2025 and end on January 31, 2029. | | | | |
| Performance Obligation and Contract Quantity: (Select One) <table style="width: 100%;"><tr><td style="width: 33%; vertical-align: top;">Firm (Fixed Quantity): _____ MMBtus/day <input type="checkbox"/> EFP</td><td style="width: 33%; vertical-align: top;">Firm (Variable Quantity): 0 MMBtus/day Minimum 1,730 MMBtus/day Maximum ("Max Daily Quantity")</td><td style="width: 33%; vertical-align: top;">Interruptible: Up to _____ MMBtus/day.</td></tr></table> | | Firm (Fixed Quantity): _____ MMBtus/day <input type="checkbox"/> EFP | Firm (Variable Quantity): 0 MMBtus/day Minimum 1,730 MMBtus/day Maximum (" Max Daily Quantity ") | Interruptible: Up to _____ MMBtus/day. |
| Firm (Fixed Quantity): _____ MMBtus/day <input type="checkbox"/> EFP | Firm (Variable Quantity): 0 MMBtus/day Minimum 1,730 MMBtus/day Maximum (" Max Daily Quantity ") | Interruptible: Up to _____ MMBtus/day. | | |
| <u>Performance Obligation:</u> During each month of the Delivery Period of this Transaction Confirmation, Seller will deliver to Buyer, and Buyer will purchase, Biogas in identical corresponding volumes to Seller's purchases of Conventional Gas (as defined below) from Buyer under Transaction Confirmation # ELP001-TC02 (between the parties and dated _____) during such month. | | | | |
| The Variable Quantity shall be made up of Biogas. Buyer acknowledges that the delivered quantities of Biogas will fluctuate and agrees to receive all Biogas, up to the Max Daily Quantity. Seller shall be the exclusive provider of Biogas to Buyer at the Delivery Points during the Delivery Period. | | | | |

Buyer and Seller acknowledge and agree that Seller will use commercially reasonable efforts to deliver Biogas to the Delivery Points during the Delivery Period, but there is no minimum amount of Biogas that Seller is required to deliver, and Seller shall determine, in Seller's sole discretion, the amount of Biogas Seller delivers to the Delivery Points. However, regardless of the amount of Biogas that Seller delivers to the Delivery Points during any given month during the Delivery Period, Seller shall pay Buyer a RIN Payment (as defined below) for that month in accordance with Exhibit B, provided that such month is not a Missed Month (as defined below in Section 2(a)).

Delivery Points: The Delivery Points shall be Buyer's Texas Gas Service and Texas General Land Office meter interconnects, as applicable, at the compressed natural gas ("CNG") stations listed in Exhibit A ("**Stations**"), which is attached hereto and incorporated herein by reference.

Definitions:

"Advanced Biofuel" means a renewable fuel as set forth in the EPA RFS program (40 C.F.R. § 80.1401 (2012)), other than ethanol derived from corn starch, and which must achieve a Lifecycle Greenhouse Gas Emission displacement of fifty percent (50%) compared to the baseline Lifecycle Greenhouse Gas Emissions.

"Alternative Fuel" means any transportation fuel that is not California reformulated gasoline or a diesel fuel, including but not limited to, those fuels specified in the California Low Carbon Fuel Standard (Cal. Code Regs. tit. 17, § 95480.1(a)(12) (2010)).

"Biogas" or **"RNG"** means pipeline quality Gas derived from the decomposition of organic matter that meets the EPA RFS eligibility requirements as either an Advanced Biofuel or Cellulosic Biofuel.

"Cellulosic Biofuel" means a renewable fuel derived from any cellulose, hemi-cellulose or lignin that has lifecycle greenhouse gas emissions that are at least sixty percent (60%) less than the Baseline Lifecycle Greenhouse Gas emissions (as set forth in the EPA RFS program (40 C.F.R. § 80.1401 (2012))).

"Conventional Gas" means Gas other than Biogas.

"Disqualified Biogas" means Gas that was initially determined by the parties upon delivery to be Biogas but subsequently becomes disqualified as Biogas by not satisfying the requirements of the EPA Renewable Fuels Standard.

"EPA" means the United States Environmental Protection Agency.

"EPA Renewable Fuels Standard" or **"EPA RFS"** means the renewable energy program and policies established by the Environmental Protection Agency and published on March 26, 2010 (at 75 Fed. Reg. 14670) and which became effective on July 1, 2010.

"Green Attributes" means any and all attributes, including Lifecycle Greenhouse Gas Emissions, associated with the production, sale and use of Biogas as an Advanced Biofuel, Cellulosic Biofuel, low carbon fuel or Alternative Fuel as necessary to generate or claim applicable EPA RINs.

"Greenhouse Gas" means carbon dioxide (CO₂), methane (CH₄), nitrous oxide (N₂O), hydrofluorocarbons, perfluorocarbons, sulphur hexafluoride, or any other substance or combination of substances that may become regulated or designated as Greenhouse Gases under any federal, state or local law or regulation, or any emission reduction registry, trading system, or reporting or reduction program for Greenhouse Gas emission reductions that is established, certified, maintained, or recognized by any international, governmental (including U.N., federal, state, or local agencies), or non-governmental agency from time to time, in each case measured in increments of one metric tonne of carbon dioxide equivalent.

“Governmental Authority” means any federal, state, local, or other governmental, regulatory or administrative agency, court, commission, department, board, or other governmental subdivision, legislature, rulemaking board, tribunal, or other governmental authority, including, without limitation, the EPA or its successor agency.

“Lifecycle Greenhouse Gas Emissions” means the aggregate quantity of Greenhouse Gas emissions (including direct emissions and significant indirect emissions from land use changes), as determined by the EPA RFS, related to the full fuel lifecycle, including all stages of fuel and feedstock production and distribution, from feedstock generation or extraction through the distribution and delivery and use of the finished fuel to the ultimate consumer, where the mass values for all greenhouse gases are adjusted to account for their relative global warming potential.

“Renewable Identification Number” or **“RIN”** is a number generated to represent a volume of renewable fuel as set forth in Regulation of Fuels and Fuel Additives: Changes to Renewable Fuel Standard Program, 75 Fed. Reg. 16484 (March 26, 2010) (codified at 40 C.F.R. § 80.1425 (2011); 40 C.F.R. § 80.1426 (2012)).

“RIN Resale Price” shall be calculated by reference to the volume weighted average price of all RINs which is realized by Seller that were generated within the same calendar month.

“Vehicle Fuel” means CNG or liquefied natural gas (LNG) derived from Gas and used in transportation vehicles.

Special Conditions:

1. Representations.

(a) Buyer represents that it shall process all Biogas purchased from Seller hereunder into Vehicle Fuel which shall be distributed as Vehicle Fuel through the Stations.

2. Records and Documentation Related to Biogas and RIN Credits Creation.

(a) Buyer shall provide Seller with a copy of its natural gas invoices related to the Delivery Points for the prior month (when such prior month is during the term of this Transaction Confirmation) between the 10th and 20th day of each month.

Notwithstanding anything to the contrary in this Transaction Confirmation, including without limitation, the terms in the “Performance Obligation and Contract Quantity” Section above, in the event Seller does not receive the invoice within the time period identified above, Seller shall: (1) not have any obligation to Buyer to make any payment to Buyer (including, without limitation, the RIN Payment) which relates to the month in which Seller did not receive a corresponding natural gas invoice (the **“Missed Month”**); (2) not have any obligation to supply Biogas during the Missed Month, and therefore, shall not generate any RIN credits; and (3) treat such Missed Month as if Seller sold, and Buyer purchased, 0 MMBtus of Biogas during such month and such treatment shall not be considered a breach of any of the obligations of Seller pursuant to this Transaction Confirmation. In the event there are three (3) consecutive Missed Months, Seller may terminate this Transaction Confirmation, based on Buyer’s default, upon a written notice to Buyer which shall specify the effective date of termination.

This obligation to provide the relevant invoice(s) shall survive the termination or expiration of this Transaction Confirmation until the last day of the full calendar month following the month in which this Transaction Confirmation expired or terminated.

(b) Buyer shall provide reasonable cooperation to Seller with respect to the requirements for the generation of RINS under the EPA RFS including, without limitation, by signing periodic attestations regarding the use of the Biogas sold hereunder as a Vehicle Fuel. Further, on at least a quarterly basis, and at any other time requested by Seller, Buyer shall provide Seller with attestations executed by an authorized officer of Buyer which indicate that the

volume of Conventional Gas and Biogas (as applicable) delivered to the Stations is consumed as a Vehicle Fuel. Buyer shall provide Seller with such attestations no later than thirty (30) days after Seller's written request.

3. Hierarchy and Governing Law.

In the event of any inconsistency between the Base Contract and this Transaction Confirmation, this Transaction Confirmation shall govern. The law governing the Base Contract shall apply to this Transaction Confirmation, except to the extent that the EPA RFS, together with regulations and decisions promulgated thereunder, are applicable to the purchase and sale of Biogas.

4. RIN Sales.

(a) Seller shall remit payments to Buyer as described in this Transaction Confirmation and **Exhibit B**, Payment Schedule.

(b) Buyer acknowledges that Seller and/or its affiliates will act as a principal with respect to their own RINs and/or as an agent with respect to RINs generated and/or sold hereunder and Buyer hereby waives any claim against Seller and/or its affiliates based on any conflict of interest or alleged conflict of interest of Seller and/or its affiliates with respect to the manner, price or terms of the sale of any of the RINs generated and/or sold hereunder. Seller and/or its affiliates and control persons shall owe no fiduciary obligation to Buyer with respect to the RINs generated and sold. Seller and its affiliate's sole obligation with respect to the sale of RINs generated and/or sold in this transaction shall be to use commercially reasonable efforts to sell such credits alongside other RINs that Seller and/or its affiliates may market or sell based on the calendar month in which such credits are generated.

5. Consultant Support.

Buyer and Seller shall work with Seller's consultant and/or RIN quality assurance plan (QAP) provider to ensure that it has created documentation necessary for Biogas and RIN creation in compliance with EPA requirements.

6. Regulatory Hinderance.

In the event that: (a) the RFS is materially modified, repealed, stayed, enjoined, or end prior to the end of the Delivery Period; or (b) a regulatory change (1) makes the sale of the Biogas and conversion thereto into vehicle fuel and the coincident generation of RINs illegal or impossible, or (2) hinders Seller's performance of its obligations under this Transaction Confirmation; (each event shall be referred to as a "**Regulatory Hinderance**"), then Buyer and Seller shall work together to renegotiate the affected terms of this Transaction Confirmation. If Buyer and Seller do not agree on an amendment to the Transaction Confirmation within sixty (60) days from the date the Seller initiated renegotiation, then either Buyer or Seller shall have the right to terminate the Transaction Confirmation. In the event of termination, the process described in Section 10.3 of the Base Contract shall be followed except that (y) references therein to the "Defaulting Party" and to the "Non-Defaulting Party" will be deemed references to Buyer and to Seller, respectively, and (z) no early termination damages will apply to the termination, and therefore, the process described in "Early Termination Damages Do Not Apply" in Section 10.3.1 of the Base Contract shall be followed. As used herein, "**Biogas Supply Source**" means a third party who sells Biogas to Seller which Seller sells to Buyer hereunder.

7. Environmental Attributes

Buyer is not entitled to any RINS generated from Biogas provided under this Transaction Confirmation, or other environmental attributes that may be attributed to or generated from the Biogas delivered under this Transaction Confirmation other than as specifically stated herein. Seller's retention and/or sale of RINS generated from the Biogas delivered under this Transaction Confirmation shall not limit Buyer's ability to report the purchase of Biogas and applicable reductions in greenhouse gases or emissions directly associated with the use of Biogas in its transportation fleet. Seller represents and warrants that no other entity is entitled to claim the reductions in

greenhouse gases or emissions directly associated with the use of the Biogas provided hereunder as a transportation fuel other than Buyer.

8. Adjustment for Disqualified Biogas

In addition to other remedies available under the Base Contract and hereunder, if Gas sold by Seller and purchased by Buyer hereunder originally deemed to be Biogas becomes classified as Disqualified Biogas and such disqualification did not occur based on an act or omission of Seller, Seller will be entitled to a refund of any payment made to Buyer which is related to such Gas. This obligation shall survive the termination or expiration of this Transaction Confirmation.

9. Failure to Produce Vehicle Fuel

In addition to all other remedies under the Base Contract and hereunder, if Gas sold by Seller and purchased by Buyer hereunder originally deemed to be Biogas is not processed into a Vehicle Fuel, Seller will be entitled to a refund of any payment made to Buyer for the volume of Biogas that was not processed into a Vehicle Fuel. Further, if any Purchased Conventional Gas is not processed into a Vehicle Fuel, Seller will be entitled to a refund of any payment made to Buyer which relates to the volume of Purchased Conventional Gas that was not processed into a Vehicle Fuel. This obligation shall survive the termination or expiration of this Transaction Confirmation.

10. Further Assurances

Each party will provide the other party such cooperation, additional documentation, certifications or other information as may be reasonably necessary to carry out the purposes of this Transaction Confirmation (including pursuant to any audit of this Transaction Confirmation by a Governmental Authority) and in order for title to the conveyed Green Attributes to vest in the Seller in connection with the purchase and sale of the Contract Quantity of Biogas.

Seller: **Clean Energy Renewable Fuels, LLC**

Buyer: **City of El Paso**

By: Robert M Vreeland

By: _____

Name: Robert M. Vreeland

Name: _____

Title: Chief Financial Officer

Title: City Manager

Date: December 06, 2024

Date: _____

EXHIBIT A

| CNG Station Locations | | | |
|------------------------------|-----------------------|-----------------------------------|---------------------|
| Street Address | City and State | Local Distribution Channel | Meter Number |
| 10159 Montana Avenue | El Paso, TX | Texas General Land Office | 8321220187 |
| 5081 Fred Wilson Avenue | El Paso, TX | Texas General Land Office | 1201392539 |
| 1059 Lafayette Drive | El Paso, TX | Texas Gas Service | 121341801 |

EXHIBIT B

Payment Schedule

| Calendar Year | RNG MMBtu | Number of RINs generated per RNG MMBtu ("RIN Generation Rate") | Buyer Percentage of RIN Credit Generation Rate |
|---------------|-----------|----------------------------------------------------------------|------------------------------------------------|
| 2025 | 1 | 11.6935 | 2% |
| 2026 | 1 | 11.6935 | 2% |
| 2027 | 1 | 11.6935 | 2% |
| 2028 | 1 | 11.6935 | 2% |
| 2029 | 1 | 11.6935 | 2% |

Terms and Conditions:

- (1) Within thirty (30) days of Seller's receipt of payment for all RINs generated during the prior month, Seller will pay Buyer the "**RIN Payment**" which is described below:

[[applicable Calendar Year Buyer Percentage of RIN Credit Generation Rate as shown in the table above] x (applicable RIN Generation Rate as shown in the table above x [(cumulative Gas MMBtus dispensed from the Station(s) (as determined in accordance with Seller's RFS compliance protocol) during the applicable calendar month where such month is within the Delivery Period) x [RIN Resale Price]]]

Attachment J

Performance and Payment Bonds

PERFORMANCE BOND
(Value of this Bond must be 100% of Contract amount)

KNOW ALL MEN BY THESE PRESENTS:

THAT _____, hereinafter called the "Principal", as Principal and _____, a Corporation organized and existing under the laws of the State of _____ with its principal office in the City of _____, hereinafter called the "Surety", as Surety, are held and firmly bound unto THE CITY OF EL PASO, TEXAS, hereinafter called the "Obligee", in the amount of _____ Dollars and _____ Cents (\$ _____), for the payment whereof, the said Principal and Surety bind themselves and their heirs, administrators, executors, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has entered into a certain written Contract with the Obligee, dated the _____ day of _____, 20____ to construct _____, **Contract No. _____**, which Contract is hereby referred to and made a part hereof as fully and to the same extent as if copied at length herein.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH that, if the said Principal shall faithfully perform the work in accordance with the plans, specifications and contract documents, then this obligation shall be void; otherwise, to remain in full force and effect.

PROVIDED, HOWEVER, that this Bond is executed pursuant to the provisions of Chapter 2253, Texas Government Code, as amended, and all liabilities on this Bond shall be determined in accordance with the provisions of said Chapter to the same extent as if it were copied at length herein. The Surety hereby waives notice of any change, including changes of time, to the construction contract, related subcontracts and purchase orders, which is made in accordance with Section 252.048, Texas Local Government Code.

IN WITNESS, WHEREOF, the said Principal and Surety have signed and sealed this instrument this _____ day of _____, 20____.

WITNESS: _____

ATTEST: _____

Principal - Company Name

Signed By (Principal Agent) (Seal)

Address

Principal Agent's Name (Printed or Typed)

City, State, Zip Code

Telephone No.

Fax No.

Surety - Company Name

Signed By (Surety Agent) (Seal)

Address

Surety Agent's Name (Printed or Typed)

City, State, Zip Code

Telephone No.

Fax No.

II-B-1

INSERT

POWER OF ATTORNEY

AFTER

PERFORMANCE BOND

NOTE:

- **DO NOT SUBSTITUTE BOND FORM**
- **BOND MUST BEAR FOUR (4) SIGNATURES: (1) WITNESS, (2) ATTEST, (3) CONTRACTOR AND (4) ATTORNEY-IN-FACT**
- **DATE ON POWER OF ATTORNEY MUST BE SAME AS DATE ON BOND**
- **SEPARATE POWER OF ATTORNEY FORMS MUST BE PROVIDED FOR EACH BOND (PERFORMANCE & PAYMENT BOND)**

PAYMENT BOND
(Value of this Bond must be 100% of Contract amount)

KNOW ALL MEN BY THESE PRESENTS:

THAT _____, hereinafter called the "Principal", as Principal and _____, a Corporation organized and existing under the laws of the State of _____ with its principal office in the City of _____, hereinafter called the "Surety", as Surety, are held and firmly bound unto THE CITY OF EL PASO, TEXAS, hereinafter called the "Obligee", in the amount of _____ Dollars and ____ Cents (\$ _____), for the payment whereof, the said Principal and Surety bind themselves and their heirs, administrators, executors, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has entered into a certain written Contract with the Obligee, dated the ____ day of ____, 20____, to construct _____, Contract No. _____, which Contract is hereby referred to and made a part hereof as fully and to the same extent as if copied at length herein.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH that, if the said Principal shall pay all claimants supplying labor and materials to him, or a subcontractor in the prosecution of the work provided for in said Contract, then this obligation shall be void; otherwise, to remain in full force and effect.

PROVIDED, HOWEVER, that this Bond is executed pursuant to the provisions of Chapter 2253, Texas Government Code, as amended, and all liabilities on this Bond shall be determined in accordance with the provisions of said Chapter to the same extent as if it were copied at length herein.

IN WITNESS, WHEREOF, the said Principal and Surety have signed and sealed this instrument this ____ day of _____, 20____.

WITNESS: _____

ATTEST: _____

| | |
|--------------------------|------------------------------------------------|
| Principal - Company Name | (Seal) Signed By (<i>Principal Agent</i>) |
|--------------------------|------------------------------------------------|

| | |
|---------|-------------------------------------------|
| Address | Principal Agent's Name (Printed or Typed) |
|---------|-------------------------------------------|

| | |
|-----------------------|--|
| City, State, Zip Code | |
|-----------------------|--|

| | |
|---------------|---------|
| Telephone No. | Fax No. |
|---------------|---------|

| | |
|-----------------------|---------------------------------------------|
| Surety - Company Name | (Seal) Signed By (<i>Surety Agent</i>) |
|-----------------------|---------------------------------------------|

| | |
|---------|----------------------------------------|
| Address | Surety Agent's Name (Printed or Typed) |
|---------|----------------------------------------|

| | |
|-----------------------|--|
| City, State, Zip Code | |
|-----------------------|--|

| | |
|---------------|---------|
| Telephone No. | Fax No. |
|---------------|---------|

INSERT

POWER OF ATTORNEY

AFTER

PAYMENT BOND

NOTE:

- **DO NOT SUBSTITUTE BOND FORM**
- **BOND MUST BEAR FOUR (4) SIGNATURES: (1) WITNESS, (2) ATTEST, (3) CONTRACTOR AND (4) ATTORNEY-IN-FACT**
- **DATE ON POWER OF ATTORNEY MUST BE SAME AS DATE ON BOND**
- **SEPARATE POWER OF ATTORNEY FORMS MUST BE PROVIDED FOR EACH BOND (PERFORMANCE & PAYMENT BOND)**

Attachment K

Certificate of Insurance

Attachment L

Prevailing Wages



NOTICE OF CLARIFICATION PREVAILING WAGE RATES

Effective December 7, 2021, City Council passed a resolution adopting the City of El Paso Prevailing Wage Rates for "Building," "Highway" and "Heavy" construction in accordance with Chapter 2258.022(a)(1) of the Texas Government Code.

This Contract contains one set of wage rates:

- **The City of El Paso Prevailing Wage Rates applicable to this project**



CITY OF EL PASO, TEXAS

2020 Building Wages

| CLASSIFICATION | BASE WAGE | BENEFITS | HOURLY PREVAILING WAGE RATE | (8 HOURS) PER DIEM WAGE RATE |
|----------------------------------------------------------------|--------------|----------|-----------------------------------|---------------------------------------|
| Asbestos/Lead Abatement/Mold Remediation | 31.51 | 12.06 | 43.57 | 348.56 |
| Automatic Fire Sprinkler Fitter, Certified | 30.64 | 21.68 | 52.32 | 418.56 |
| Block, Brick, and Stone Mason | 17.97 | 0.00 | 17.97 | 143.76 |
| Carpenters – Acoustical Ceiling Installation | 17.36 | 0.00 | 17.36 | 138.88 |
| Carpenter – Rough | 17.64 | 0.00 | 17.64 | 141.12 |
| Carpenter – All Other Work | 17.40 | 0.00 | 17.40 | 139.20 |
| Caulker / Sealers | 11.29 | 0.00 | 11.29 | 90.32 |
| Cement and Concrete Finishers | 16.30 | 0.00 | 16.30 | 130.40 |
| Commercial Truck Driver | 14.75 | 0.00 | 14.75 | 118.00 |
| Communication/Security Technician | 16.50 | 2.12 | 18.62 | 148.96 |
| Crane and Heavy Equipment Operator | 31.05 | 0.00 | 31.05 | 248.40 |
| Door & Hardware Specialist | 12.00 | 1.35 | 13.35 | 106.80 |
| Drywall and Ceiling Tile Installers | 14.40 | 0.00 | 14.40 | 115.20 |
| Drywall Finishers & Tapers | 15.55 | 0.00 | 15.55 | 124.40 |
| Electrician | 22.70 | 7.32 | 30.02 | 240.16 |
| Elevator Installers and Repairers | 31.35 | 15.10 | 46.45 | 371.60 |
| Fence Erectors – Include with Skilled Labor | 10.00 | 0.00 | 10.00 | 80.00 |
| Floor Layers- Carpet and Resilient | 12.87 | 0.00 | 12.87 | 102.96 |
| Floor Layers- Specialty | 13.00 | 0.00 | 13.00 | 104.00 |
| Floor Layers - Wood | 11.50 | 0.00 | 11.50 | 92.00 |
| Glaziers | 15.86 | 1.00 | 16.86 | 134.88 |
| Hazardous Materials Removal Workers | 10.00 | 0.00 | 10.00 | 80.00 |
| Heating, Air Conditioning and Refrigeration Service Technician | 31.14 | 12.43 | 43.57 | 348.56 |
| Insulation Workers – Mechanical | 31.26 | 11.96 | 43.22 | 345.76 |
| Irrigator – Landscape, Certified | 15.28 | 0.00 | 15.28 | 122.24 |
| Laborer | 13.13 | 0.58 | 13.71 | 109.68 |
| Locksmith | 12.00 | 1.35 | 13.35 | 106.80 |
| Mechanic | 17.00 | 0.00 | 17.00 | 136.00 |
| Painters - Building | 13.86 | 0.00 | 13.86 | 110.88 |
| Paper Hanger | 14.00 | 0.00 | 14.00 | 112.00 |
| Pipe Layer (Utility) | 18.00 | 0.00 | 18.00 | 144.00 |
| Pipe Fitters and Steamfitters | 23.53 | 9.02 | 32.55 | 260.40 |

| CLASSIFICATION | BASE WAGE | BENEFITS | HOURLY PREVAILING WAGE RATE | (8 HOURS) PER DIEM WAGE RATE |
|------------------------------------------------------------|--------------|----------|-----------------------------------|---------------------------------------|
| Plaster, Stucco, Lather and EIFS Applicator | 16.82 | 0.00 | 16.82 | 134.56 |
| Plumber/ Medical Gas Installer | 31.39 | 10.77 | 42.16 | 337.28 |
| Reinforcing Iron and Rebar Workers | 22.69 | 0.00 | 22.69 | 181.52 |
| Roofers | 16.00 | 0.00 | 16.00 | 128.00 |
| Scaffolding Erector | 13.69 | 0.00 | 13.69 | 109.52 |
| Sheet Metal Workers | 27.16 | 0.00 | 27.16 | 217.28 |
| Structural Iron and Steel Workers / Metal Building Erector | 25.57 | 13.24 | 38.81 | 310.48 |
| Tile Setters | 13.86 | 0.00 | 13.86 | 110.88 |

2020 BUILDING DEFINITIONS

| | | |
|---|-------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 1 | Asbestos/Lead Abatement/Mold Remediation | Assembles work platform and seals off work area, using plastic sheeting and duct tape. Positions mobile decontamination unit or portable showers at entrance of work area. Positions portable air evacuation and filtration system inside work area. Cuts and scrapes asbestos, mold or paint from surfaces, using knife and scraper. Assists in demolition and deconstruction activities of buildings. Shovels asbestos, mold or paint into plastic disposal bags and seals bags, using duct tape. Cleans work area of loose asbestos, mold or paint, using vacuum, broom, and dust pan. Places asbestos, mold or paint in disposal bags and seals bags, using duct tape, loads bags into truck. Cleans and maintains tools, sampling equipment and lab equipment. Responsible for keeping site and grounds clean and neat. Performs daily equipment checks. Picks up necessary supplies and tools from warehouse as directed. Loads and unloads scrap materials into trucks and roll off boxes. Performs work safely in accordance with departmental safety procedures and operates equipment safely. Reports any unsafe work condition or practice to supervisor. Performs other related and non-related duties as assigned. |
| 2 | Automatic Fire Sprinkler Fitter, Certified | Sprinkler Fitters specialize in piping associated with fire sprinkler systems. These types of systems are required to be installed and maintained in accordance with strict guidelines, usually National Fire Protection Association (NFPA) standards, in order to maintain compliance with building and fire codes. Sprinkler Fitters work with a variety of pipe and materials including: plastic, copper, steel, cast iron, and ductile iron. The fire suppression piping may contain: water, air, antifreeze, fire retardant foam, gas, or chemicals for hood systems. Sprinkler systems installed by Sprinkler Fitters can include but not limited to: underground supply, standpipes, fire pumps as well as overhead piping systems. |

| | | |
|----|-----------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 3 | Block, Brick, and Stone Mason | Lay and bind building materials, such as: brick, structural tile, concrete block, cinder block, glass block, and terra-cotta block, with mortar and other substances to construct, or repair walls, partitions, arches, sewers, and other structures. Classify installers of mortarless segmental concrete masonry wall units. Constructs partitions, fences, walks, fireplaces, chimneys, smokestacks, et cetera using stone, marble, granite, slate. Cutting, grouting, and pointing of materials listed above which is necessary shall be part of this classification. |
| 4 | Carpenters – Acoustical Ceiling Installation | Construct, erect, install or repair acoustical ceiling grid, ceiling tile, and other items laid in acoustical grid. |
| 5 | Carpenter – Rough | Construct, erect, install, or repair structures and fixtures made of wood, such as concrete forms; building frameworks, including partitions, joists, studding, and rafters; wood stairways, window and door frames. May also install cabinets, and siding. Include brattice builders who build doors or brattices (ventilation walls or partitions) in underground passageways to control the proper circulation of air through the passageways. |
| 6 | Carpenter – All Other Work | Construct, erect, install or repair cabinets and other fixtures or structures requiring a high level of workmanship. Includes Cabinetmakers and Bench Carpenters – cut, shape, and assemble wooden articles or set up and operate a variety of woodworking machines, such as power saws, jointers, and mortisers to surface, cut or shape lumber or to fabricate parts for wood products. Perform related duties such as trim work. |
| 7 | Caulker/Sealers | Applies water proofing agents or caulk to a variety of structures and materials. |
| 8 | Cement and Concrete Finishers | Smooth and finish surfaces of poured concrete, such as floors, walks, sidewalks, roads, or curbs using a variety of hand and power tools. Align forms for sidewalks, curbs, or gutters; patch voids; use saws to cut expansion joints. Classify installers of mortarless segmental concrete wall units. |
| 9 | Commercial Truck Driver | Drive a truck, van or tractor-trailer combination to transport and deliver goods, or materials in liquid, loose, or packaged form. May be required to unload truck. |
| 10 | Communication/Security Technician | Set-up, re-arrange, or remove switching and dialing equipment used in central offices. Service or repair telephones and other communication equipment on customers' property. May install equipment in new locations or install wiring and telephone jacks in buildings under construction. Install, program, maintain, and repair security and fire alarm wiring and equipment. Ensure that work is in accordance with relevant codes. Exclude "Electricians" who do a broad range of electrical wiring. |
| 11 | Crane and Heavy Equipment Operator | A worker who operates a crane or other types of heavy equipment to hoist and move materials, raise and lower heavy weights and perform other related operations. May be crawler type or rubber-tired. May oil, grease or otherwise service and make necessary adjustments to equipment as needed. Performs other related duties. |

| | | |
|----|----------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 12 | Door and Hardware Specialist | Installs or repairs doors, hardware and accessories. Are responsible for the installation of contract commercial hardware and custom architectural grade wood doors, steel doors and frames for all Prevailing Wage jobs. Shall be trained by their employer's, employer's apprenticeship, or in factory training classes in the proper methods and techniques and requirements for the installation of Architectural Grade commercial wood and metal doors, frames and hardware in conformance with all local, state, and federal code. |
| 13 | Drywall and Ceiling Tile Installers | Apply plasterboard, or other wallboard to ceilings, or interior walls of buildings. Apply or mount acoustical tiles or blocks, strips, or sheets of sound-absorbing materials to ceilings and walls of buildings to reduce or reflect sound. Materials may be of decorative quality. Includes metal stud framing. Exclude "Carpet Installers", "Carpenters – Acoustical Ceiling Installation", and "Tile and Marble Setters". |
| 14 | Drywall Finishers and Tapers | Seal joints between plasterboard or other wallboard, including bedding and texturing, to prepare wall surface for painting or papering. |
| 15 | Electrician | Plan and execute the layout and installation of electrical conduit, switch panels, buss bars, outlet boxes, electrical wires and cables, lighting standards, lighting fixtures, receptacles, switches, and other electrical devices and apparatus necessary for the complete electrical installation. To include the installation of cabling, wire, conduits and end devices for Temperature Control, Building Automation, and Energy Management Systems, et cetera. Includes installation of photovoltaic solar panels. |
| 16 | Elevator Installers and Repairers | Assemble, install, repair, or maintain electric or hydraulic freight or passenger conveyances including but not limited to elevators, escalators, dumbwaiters, moving walks and wheelchair lifts. |
| 17 | Fence Erectors - Include with Skilled Labor | Erect and repair metal and wooden fences and fence gates around highways, industrial establishments, residences, or farms, using hand and power tools. Excludes rock and stone fences. |
| 18 | Floor Layers – Carpet and Resilient | Apply blocks, strips, or sheets of shock-absorbing, sound-deadening, or decorative coverings to floors. Lay and install carpet from rolls, tiles or blocks on floors. Install padding and trim flooring materials. Installs variety of soft floor materials including vinyl and VCT. Exclude wood floors and specialty floors. |
| 19 | Floor Layers - Specialty | Prepares surface, installs and finishes specialty floor material such as manufactured or engineered and laminated wood. |
| 20 | Floor Layers - Wood | Install, scrape and sand wooden floors to smooth surfaces using floor scraper and floor sanding machine, and apply coats of finish to include gymnasium and bowling alleys. |

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| 21 | Glaziers | <p>Installs glass in windows skylights, store fronts and display cases, or on surfaces such as: building fronts, interior walls, ceilings and table tops. The installation, setting, cutting, preparing, fabricating, distributing, handling or removal of the following: glass and glass substitutes used in place of glass, pre-glazed windows, retrofit window systems, mirrors, curtain wall systems, window wall systems, cable net systems, canopy systems, structural glazing systems, unitized systems, interior glazing systems, photovoltaic panels and systems, suspended glazing systems, louvers, skylights, entranceway systems including doors and hardware, revolving and automatic door systems, patio doors, store front systems including the installation of all metals, column covers, panels and panel systems, glass hand rail systems, decorative metals as part of the glazing system, and the sealing of all architectural metal and glass systems for weatherproofing and structural reasons, vinyl, molding, rubber, lead, sealants, silicone and all types of mastics in wood, iron, aluminum, sheet metal or vinyl sash, doors, frames, stone wall cases, show cases, book cases, sideboards, partitions and fixtures. Performs other related duties.</p> |
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| 22 | Hazardous Materials Removal Workers | Identify, remove, pack, transport, or dispose of hazardous materials, including asbestos, lead-based paint, waste oil, fuel, transmission fluid, radioactive materials, contaminated soil, mold, et cetera. Specialized training and certification in hazardous materials handling or a confined entry permit are generally required. May operate earth-moving equipment or trucks. |
| 23 | Heating, Air Conditioning and Refrigeration Service Technician | Repair and service heating, central air conditioning, or refrigeration systems, including oil burners, hot-air furnaces, heating stoves, and air handlers. (Installation of systems is performed by sheet metal worker). Includes HVAC mechanic. |
| 24 | Insulation Workers—Mechanical | This work includes the preparation, alteration, application, removal, hauling, erection, assembling, molding, spraying, pouring, mixing, hanging, adjusting, repairing, dismantling, reconditioning, maintenance, finishing, and/or weatherproofing of cold or hot thermal insulations with such materials as may be specified when those materials are to be installed for thermal purposes in voids, or to create voids, or on either piping, fittings, valves, boilers, ducts, flues, tanks, vats and equipment, or on any hot or cold surfaces for the purpose of thermal control or to be installed for sound control purposes mechanical devices, equipment, piping, surfaces related in an integral way to the insulation of such mechanical devices, equipment and piping. This work also includes all labor connected with insulation for temperature control, personnel protection, safety and/or prevention of condensation. This work also includes all labor connected with hauling, distribution and cleanup of materials on the job premises. All thermal tape, pads, metered fittings (insulation, metal or plastic), batts and lags. |
| 25 | Irrigator-Landscape, Certified | Certified by TCEQ to install watering systems in various sizes and grades of lawn in order to maintain sufficient pressure and to insure even dispersal of water. |
| 26 | Laborer | Performs manual duties in all phases of construction. Demolition (interior and exterior), Flagging and Traffic Control, General Clean-Up, Air and Power Tool Operators (Including chipping guns, jackhammers and tampers), all material handling and clean-up, except refractory, chute/hose operator, raking, shoveling and vibrating, raking, shoveling, luting, ironing, dumping and spreading, trenching, material handling, back filling (*Equipment Operators Incidental to Laborers' scope of work). Landscape or maintain grounds of property using equipment as needed. Workers typically perform a variety of tasks, which may include any combination of the following: sod laying, mowing, trimming, planting, watering, fertilizing, digging, raking, sprinkler repair, and installation of mortarless segmental concrete masonry wall units. Does not ordinarily perform work permitting exercise of independent judgment or without close direction by other workers. |
| 27 | Locksmith | Self-explanatory. |

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| 28 | Mechanic | Maintains and repairs construction tools and equipment. |
| 29 | Painters - Building | Paint walls, equipment, buildings, bridges, and other structural surfaces, using brushes, rollers, and spray guns. May remove old paint to prepare surface prior to painting. May mix colors or oils to obtain desired color or consistency. Exclude "Paperhangers." |
| 30 | Paper Hanger | Measures, cuts, and hangs wallpaper and Fiber Reinforced Paneling. |
| 31 | Pipe Layer (Utility) | Installs concrete, clay, steel, ductile iron, plastic, corrugated pipe and any other type of pipe for storm drainage, water lines, gas lines and sanitary sewer lines. Lays underground communication and electrical ducts. May install and set electrical ground boxes, hand holes, manholes, inlets and other structures. Caulks joints, makes threaded and flanged connections. Installs valves and other accessories. Performs other related duties. |
| 32 | Pipe Fitters and Steamfitters | Assemble, install, alter, and repair pipelines or pipe systems that carry water, steam, air, or other liquids or gases. May install heating and cooling equipment and mechanical control systems. Includes pressurized lines and flow lines for gas, air, and oil found in industrial settings. |
| 33 | Plaster, Stucco, Lather, and EIFS Applicator | Apply interior or exterior plaster, stucco, or similar materials. May also set ornamental plaster. Applies acoustical plaster, interior and exterior plastering of stone imitation or any patented materials when cast. Molds and sets ornamental plaster and trim and runs ornamental plaster cornice and molding. |
| 34 | Plumbers/ Medical Gas Installer | Assemble, install, alter, and repair pipelines or pipe systems that carry water, steam, air, or other liquids or gases. May install heating and cooling equipment and mechanical control systems. Assemble, install, alter, and repair pipelines or pipe systems that carry medical gases or liquids. Specialized training and certification required. |
| 35 | Reinforcing Iron and Rebar Workers | Position and secure steel bars or mesh in concrete forms in order to reinforce concrete. Includes post-tensioning. Use a variety of fasteners, rod-bending machines, blow torches, and hand tools. |
| 36 | Roofers | Cover roofs of structures with shingles, tile, slate, asphalt, aluminum, wood, metal and related materials. May spray roofs, sidings, and walls with material to bind or seal sections of structures. Includes metal and membrane roofs. |

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| 37 | Sheet Metal Workers | Fabricate, assemble, install, and repair sheet metal products and equipment, such as ducts, seal the system, pressure test and test and balance, control boxes, drain pipes, architectural sheet metal, hangers, brackets, used in the installation of sheet metal, and installs grills, registers, and furnace casings. Work may involve any of the following: setting-up and operating fabricating machines to cut, bend, and straighten sheet metal, operating soldering equipment to join sheet metal parts; inspecting, assembling, and smoothing seams and joints of burled surfaces, including metal flashings, gutters, canopies, soffit's, louvers, skylights and custom metal roofs. Installs warm air furnaces except where necessary piping for gas, or oil is performed under the plumbing and pipefitting classification. Include sheet metal duct installers who install prefabricated sheet metal ducts used for heating, air conditioning, or other purposes. Fire life safety, damper inspection, stairwell pressurization. May install other heating and cooling devices which are in connection with duct systems. |
| 38 | Structural Iron and Steel Workers/Metal Building Erector | Rigging, raise, place, and unite iron or steel, prefabricated metal buildings precast concrete, precast "tilt-up" panels, concrete and steel bridge members, concrete decking, ornamental iron, hand rails, stairs, curtain wall/glass framework, girders, columns, beams, and other structural members to form completed structures or structural frameworks using hand tools, power tools, and hoisting equipment. Erects frame of building, using hoist. Bolts steel frame members together. Attaches wire and insulating materials to framework. Attaches sheet metal panels to framework including standing seam sheets. Installs and trims sheet metal on prefabricated metal buildings, using cutting torch, power saw, and tin snips. Rigging of heavy equipment, assembly and disassembly of cranes. May erect metal storage tanks. Exclude "Reinforcing Iron and Rebar Workers". |
| 39 | Tile Setters | Apply hard tile, terrazzo tile and veneer to walls, floors, and ceilings. Include surface preparation as necessary. |
| 40 | Scaffolding Erector | Erection of a temporary elevated platform (both supported and suspended) and its supporting structure (including points of anchorage) to be used for supporting employees or material or both. |

- **Welder** - Receives rate prescribed for craft performing operation to which welding is incidental.
- **Fork Lift and Man Lift (boom and scissor)** - Receives rate prescribed for craft performing operation to which operation of this equipment is incidental.



CITY OF EL PASO, TEXAS

2016 Paving and Street Construction, Dirt Work, Heavy Construction, Pipeline Work, Highway Wage Rates

| CLASSIFICATION | BASE WAGE PER HOUR | TOTAL FRINGES PER HOUR | HOURLY PREVAILING WAGE RATE | (8 HOURS) PER DIEM WAGE RATE |
|-----------------------------------------------------------------------------|-----------------------------|---------------------------------|-----------------------------------|---------------------------------------|
| Asphalt Distributor Operator | 14.64 | 0.00 | 14.64 | 117.12 |
| Asphalt Paving Machine Operator / Spreader Box Operator | 14.20 | 0.00 | 14.20 | 113.60 |
| Asphalt Raker | 12.99 | 0.00 | 12.99 | 103.92 |
| Backhoe Operator | 15.95 | 0.00 | 15.95 | 127.60 |
| Concrete Finishers (Paving and Structures) | 13.88 | 0.00 | 13.88 | 111.04 |
| Crane Operator, Lattice Boom | 17.50 | 0.00 | 17.50 | 140.00 |
| Crane Operator, Hydraulic | 17.50 | 0.00 | 17.50 | 140.00 |
| Electrician | 23.09 | 0.00 | 23.09 | 184.72 |
| Excavator Operator | 16.10 | 0.00 | 16.10 | 128.80 |
| Form Builder/Setter | 15.02 | 0.00 | 15.02 | 120.16 |
| Form Setter (Paving and Curb) | 12.86 | 0.00 | 12.86 | 102.88 |
| Front End Loader | 14.82 | 0.00 | 14.82 | 118.56 |
| Laborer | 11.89 | 0.00 | 11.89 | 95.12 |
| Laborer (Skilled)(Utility) | 13.65 | 0.00 | 13.65 | 109.20 |
| Mechanic | 17.50 | 0.00 | 17.50 | 140.00 |
| Motor Grader Operator (Fine) | 17.54 | 0.00 | 17.54 | 140.32 |
| Pipe Layer | 12.94 | 0.00 | 12.94 | 103.52 |
| Reinforcing Steel Setter (Structure and Paving)/ Structural Steel Worker | 17.00 | 0.00 | 17.00 | 136.00 |
| Rock Mason | 12.00 | 0.00 | 12.00 | 96.00 |
| Roller Operator | 13.70 | 0.00 | 13.70 | 109.60 |
| Servicer | 14.33 | 0.00 | 14.33 | 114.64 |
| Truck Driver, Single Axle | 13.19 | 0.00 | 13.19 | 105.52 |
| Truck Driver, Tandem Axle | 15.32 | 0.02 | 15.34 | 122.72 |
| Utility Operator Grade 1 | 12.00 | 0.00 | 12.00 | 96.00 |
| Utility Operator Grade 2 | 13.95 | 0.00 | 13.95 | 111.60 |
| Welder, Certified/ Structural Steel Welder | 13.83 | 0.00 | 13.83 | 110.64 |

All persons required to be licensed or certified must meet those qualifications to be paid the associated rate.

2016 HEAVY / HIGHWAY DEFINITIONS

| | | |
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| 1 | Asphalt Distributor Operator | Drives distributor truck, sets spray bars and operates valves and levers to control distribution of bituminous material for highway surfacing. May oil, grease or otherwise service and make adjustments to equipment as needed. Performs other related duties. |
| 2 | Asphalt Paving Machine Operator/Spreader Box Operator | Operates paving machine that spreads and levels asphaltic concrete on highway. Controls movement of machine, raises and lowers screed, regulates width of screed. Operates spreader box by adjusting hopper and strike-off blade so that gravel, stone or other material may be spread to a specific depth on road surface during seal coat and surface treatment operations. May oil, grease, service and make adjustments to equipment as needed. Performs other related duties. |
| 3 | Asphalt Raker | Distributes asphaltic materials evenly over road surface by hand-raking and brushing material to correct thickness; may control screed to regulate width and depth of materials; directs Laborers (skilled and unskilled) when to add or take away material to fill low spots or to reduce high spots. |
| 4 | Backhoe Operator | Operates a rubber-tired machine mounted with a backhoe bucket on one end and a loader bucket on the other end. Used for excavating ditches and structures, laying pipe and precast concrete structures, carrying material in the loader bucket, and general excavation and backfill. May also be equipped with hydraulic attachments. May oil, grease or otherwise service and make necessary adjustments to equipment as needed. Performs other related duties. |
| 5 | Concrete Finisher (Paving and Structures) | Finishes the exposed surfaces of fresh concrete paving, median barrier and every element of concrete structures. Operates bridge deck finishing machine. Forms and finishes edges and joints. Finishes concrete curbs and gutters. Finishes exposed surface of concrete after forms have been removed by patching imperfections with fresh concrete, rubbing surface with abrasive stone, and directing others in removing excess or defective concrete with power tools. Performs other related duties. |
| 6 | Crane Operator, Lattice Boom | A worker who operates a lattice boom type crane to hoist and move materials, raise and lower heavy weights and perform other related operations. May be crawler type or rubber tired. May include placement of rock riprap, clamshell, dragline, pipe and pile driving operations. May oil, grease or otherwise service and make necessary adjustments to equipment as needed. Performs other related duties. |
| 7 | Crane Operator, Hydraulic | A worker who operates a hydraulic telescoping boom type crane to hoist and move materials, raise and lower heavy weights and perform other related operations. May be crawler type or rubber-tired. May oil, grease or otherwise service and make necessary adjustments to equipment as needed. Performs other related duties. |

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| 8 | Electrician | Plan and execute the layout and installation of electrical conduit, switch panels, buss bars, outlet boxes, electrical wires and cables, lighting standards, lighting fixtures, receptacles, switches, and other electrical devices and apparatus necessary for the complete installation of wiring systems, works on overhead distribution systems and underground distribution systems. Includes installation of photovoltaic solar panels. |
| 9 | Excavator Operator | Operates a crawler or rubber-tired machine mounted with an excavator bucket. Used for excavating ditches and structures, laying pipe and precast concrete structures, loading trucks and placing rock riprap. May also be equipped with various hydraulic attachments. May oil, grease or otherwise service and make necessary adjustments to equipment as needed. Performs other related duties. |
| 10 | Form Builder/Setter | Works from plans to build, assemble, fit together, align, plumb, and set in place forms for molding concrete structures. Forms may be wood, steel, aluminum, fiberglass or any other type of material. Checks forms while concrete is being placed. May install miscellaneous materials integral to concrete structures. May set precast concrete elements. Prepares for slipforming traffic rail and median barrier. May install permanent metal deck forms. May work with power tools. Performs other related duties. Includes guardrail installation. |
| 11 | Form Setter (Paving and Curb) | Fits together, aligns and sets to grade metal and wooden forms for placement for concrete paving and curbs. Works with survey crew to set stringline for paving, curb and gutter and curb. Performs other related duties. |
| 12 | Front End Loader | Operates a rubber-tired, skid steer or crawler type tractor with an attached scoop type bucket on front end. Machine is used to load materials from stockpiles, excavation, charging batch plants, loading and unloading trucks. May be used with attachments in lieu of the bucket. May oil, grease or otherwise service and make necessary adjustments to equipment as needed. Performs other related duties. |
| 13 | Laborer | A general term used on construction work covering many unskilled classifications requiring work of a physical nature. Performs a variety of work ranging from pick and shovel work to cleaning up lumber with hammer, shoveling and placing concrete, uses air tools, under the supervision of qualified personnel. Cleans concrete joints and fills joints with sealing compound from bucket or with hose and nozzle from a central source, applies coating of oil to inside face of forms and strip forms, unloads and transports reinforcing steel, cures newly poured concrete, assists pipelayers, works with dirt crew keeping construction layout stakes out of the way of dirt-moving equipment. May fine grade excavation and ditches, shovels hot asphalt material. May use power tools and other necessary equipment in demolition work under the supervision of qualified personnel. Does not ordinarily perform work permitting exercise of independent judgment or without close direction by other workers. Installs and maintains erosion control. Performs other related duties. |

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| 14 | Laborer (Skilled) (Utility) | Performs a variety of manual duties, usually working in a utility capacity by working on multiple projects and tasks where demands require workmen with varied experience and ability to work without close direction. Unloads and transports reinforcing steel. Directs laborers in pouring concrete. Erects trench shoring and bracing. Installs, operates, and maintains watering systems. May assist equipment operators in positioning machines, verifying grades and signaling operators to dumping positions to maintain grades as directed. Uses power tools and air tools. May work as lead man in a labor crew. Is more or less a general utility construction worker. May be a second step in learning a skill. Includes Concrete/Granite Pump Operator, Concrete Saw Operator, Fence Erector, Flagger, and Sign Erector. Performs other related duties. |
| 15 | Mechanic | Assembles, assist set up, adjusts and maintains and repairs all types of construction equipment and trucks. May perform the duties of a welder in repair of equipment. Performs other related duties. |
| 16 | Motor Grader Operator (Fine) | Operates motor grader. Performs many of the same duties of Motor Grader, Rough, but in addition performs finish grade work to bluetops or other close specification control. This work is subject to strict inspection and must conform closely to specifications. May oil, grease or otherwise service and make necessary adjustments to equipment as needed. Performs other related duties. |
| 17 | Pipe Layer | Installs concrete, clay, steel, ductile iron, plastic, corrugated pipe and any other type of pipe for storm drainage, water lines, gas lines and sanitary sewer lines. Lays underground communication and electrical ducts. May install and set electrical ground boxes, hand holes, manholes, inlets and other structures. Caulks joints, makes threaded and flanged connections. Installs valves and other accessories. Performs other related duties. |
| 18 | Reinforcing Steel Setter (Structure and Paving)/ Structural Steel Worker | Works from plans to lay out and install reinforcing steel within forms or in mats of concrete paving. Erects and places reinforcing steel and fabricated structural steel members, such as girders, plates, diaphragms, lateral bracing, and unites them permanently to form a completed structural steel unit, including reinforcing members. Fastens steel members together by welding or bolting. May include dismantling and erecting large units of equipment. Gives direction to reinforcing steel worker apprentice or utility laborers. Performs other related duties. |
| 19 | Rock Mason | Constructs partitions, fences, walls, using rock. Cutting, grouting and pointing of materials listed above which is necessary shall be part of this classification. May also build or repair rock retaining walls, cutting or placing of rock in mortar or other similar material. |

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| 20 | Roller Operator | Operates a self-propelled machine with either steel wheels or pneumatic tires which is used to compact and smooth bituminous and flexible base materials and compact earth fills, subgrade, and all other types of materials. May oil, grease or otherwise service and make necessary adjustments to equipment as needed. Performs other related duties. |
| 21 | Servicer | Drives a truck which carries various fuels, oils, greases and filters. Must have knowledge of and is responsible for the correct oiling and greasing and changing of filters on equipment according to manufacturers' specifications. Uses compressed air grease guns, wrenches and other tools. May make adjustments to clutches, brakes and other mechanical items. Keeps record of service for preventive maintenance records. May require a Commercial Driver's License if driving truck on public highways. Performs other related duties. |
| 22 | Truck Driver, Single Axle | Drives a light capacity truck for transporting loads of construction material. The truck is of single rear axle type, may have various kinds of beds attached such as dump, flat bed, tank, etc. May require CDL license for driving on highway. May service and make necessary adjustments for proper operation of equipment. Performs other related duties. |
| 23 | Truck Driver, Tandem Axle | Drives a tandem axle powered vehicle. Hauls dirt, rock, aggregates or other material. May require CDL license for driving on highway. May service and make necessary adjustments for proper operation of equipment. Performs other related duties. |
| 24 | Utility Operator Grade 1 | Clam, ditching machine, side booms (except those in Grade 2), operator on dredges, cleaning machine, coating machine, blending machine, water-kote machine, equipment welder, track tractor, derrick, dragline, shovel, motor grader rough grade, Crawler tractor, foundation drill operator, crawler and truck mounted, and piledriver. |
| 25 | Utility Operator Grade 2 | Pipe, gin truck or winch truck with poles when used for hoisting, side boom (cradling rock drill), tow tractor, farm tractor road boring machine, fork lift (industrial type), pot fireman (power agitated), straightening machine, boring machine, bombardier (track or tow rig), , hydrostatic testing operator, scraper, stalking machine, plant mix pavement roller operator, plant mix pavement, pneumatic motor operator. Concrete paving curing, float, texturing machine, subgrade trimmer, slip-form machine, milling machine, self-propelled sweeping machine, trenching machine, directional drill, trenching, screening plant, and joint sealer. Off Road Hauler, Pavement Marking Machine Operator Reclaimer/Pulverizer Operator, Slurry Seal or MicroSurfing Machine Operator. |

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| 26 | Welder, Certified/ Structural Steel Welder | <p>Certified by the American Welding Society to perform structural steel welding. Operates welding equipment. Welds structural steel girders and diaphragms. May weld permanent metal deck forms. Cuts, lays-out, fits and welds metals or alloyed metal parts to fabricate or repair equipment. Welds the joints between lengths of pipe for oil, gas or other types of pipelines. May assist in welding of permanent metal deck forms. Performs other related duties.</p> |
|----|--------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|

DISCLOSURE OF CAMPAIGN CONTRIBUTIONS AND DONATIONS FORM

In compliance with [Title 2, Chapter 2.92, Section 2.92.080](#)

Introduction:

Individuals or entities benefiting by a City Council Agenda item must disclose contributions or donations made to current members of Council under the City's Ethics Code. The information on this form is being captured for transparency purposes and will be noted on the relevant City Council Agenda. **Contributions and Donations do NOT disqualify an applicant from doing business with the City.**

Definitions:

- "Contribution" A direct or indirect transfer of money, goods, services, or any other thing of value and includes an agreement made or other obligation incurred, whether legally enforceable or not, to make a transfer. The term includes a loan or extension of credit, other than those expressly excluded by the Texas Election Code, and a guarantee of a loan or extension of credit.
- "Contributor" A person making a contribution, including the contributor's spouse.
- "Donation" Cash and the value of any in-kind contributions or gifts to the council member for use by their office or in their district.
- "Donor" An individual and spouse, a business entity, or an individual who owns a business entity in whole or in part, or is operated by the individual, that is the subject of a council agenda item.
- "Benefiting" Shall include but not be limited to any contract, bid award, franchise, permit, zoning or rezoning, and other award that council will vote on.

Instructions: Please read and complete this form carefully. If you have made campaign contributions or donations to any current City Council member(s) totaling an aggregate of \$500 or more during their campaign(s) or term(s) of City office, you are required to disclose the information as specified below. If you have not made such contributions or donations past the limit specified in the ordinance, you are required to affirm your compliance with the municipal code. Please submit this completed form along with your application or proposal to the relevant city department. Failure to disclose campaign contributions or donations as required by the ordinance may result in a violation of the City's Ethics Code requirements, and sanctions under the Ethics Code 2.92.

Contributor / Donor Information:

| | |
|---------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Full Name | <u>Robert M. Vreeland</u> |
| Business Name | <u>Clean Energy Renewable Fuels, LLC</u> |
| Agenda Item Type | <u>2012-182R Fuel Processing Provider Compressed Natural Gas (CNG) Fuel for City Vehicles and Related Lease of City Property for Natural Gas Fuel Processing Facility</u> |
| Relevant Department | <u>Environmental Services Department</u> |

Disclosure Affirmation: Please check the appropriate box below to indicate whether you have made campaign contributions or donations totaling an aggregate of \$500 or more to any City Council member(s) during their campaign(s) or term(s) of City office specified in Section 2.92.080 of the El Paso Municipal Code.



I have **NOT** made campaign contributions or donations totaling an aggregate of \$500 or more to any City Council member(s) during their campaign(s) or term(s) of City office, as specified in Section 2.92.080 of the El Paso Municipal Code.

OR



I have made campaign contributions or donations totaling an aggregate of \$500 or more to the following City Council member(s) during their campaign(s) or term(s) of City office:

| OFFICE | CURRENT COUNCIL MEMBER NAME | AMOUNT (\$) |
|------------|-----------------------------|-------------|
| Mayor | | |
| District 1 | | |
| District 2 | | |
| District 3 | | |
| District 4 | | |
| District 5 | | |
| District 6 | | |
| District 7 | | |
| District 8 | | |

Declaration: I hereby affirm that the information provided in this disclosure form is true and accurate to the best of my knowledge. I understand that this disclosure is required by Title 2, Chapter 2.92 of the El Paso Municipal Code and is subject to verification by the city authorities. Further, **I understand that upon submission of this form, I must disclose any subsequent contributions or donations prior to the relevant council meeting date.**

Signature: Robert M. Treland Date: December 17, 2024

City of El Paso – RNG Program



Clean Energy at a glance



600+ stations throughout the U.S. and Canada



RNG Transit customer base



Leading RNG player in the US



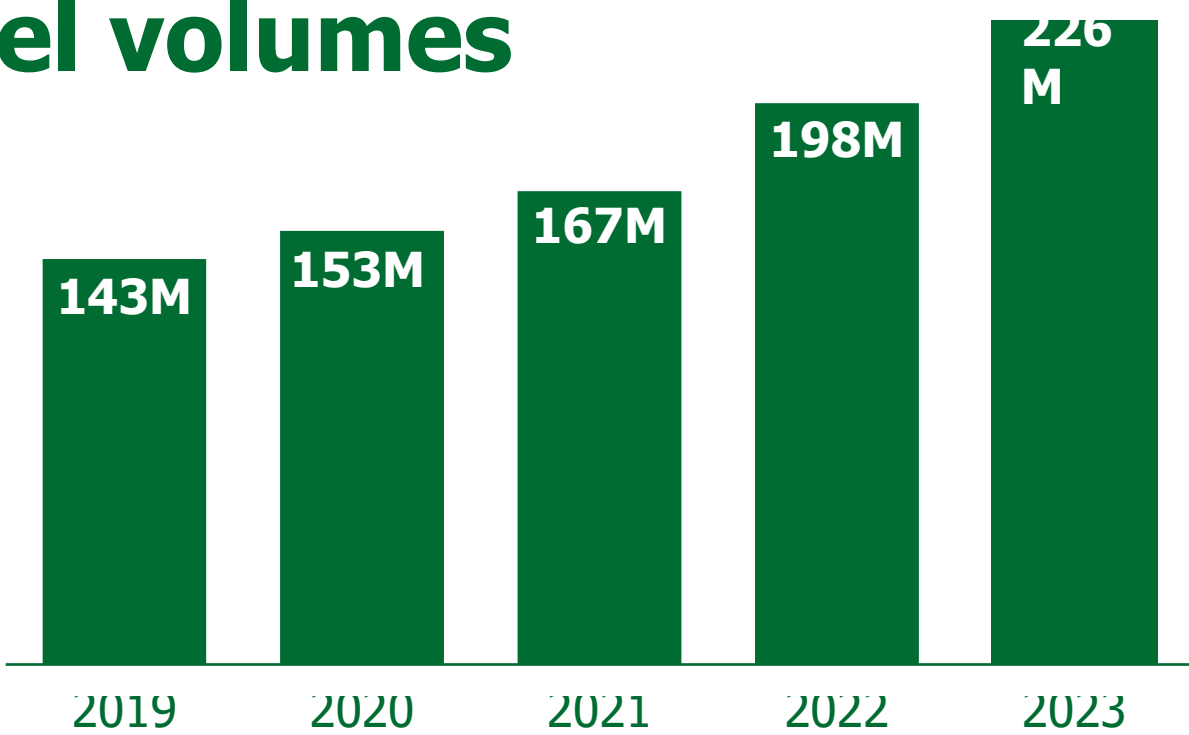
Partnership with City of El Paso

- Provide operation and maintenance support for CNG stations
- RNG Supply

Environmental credit leader



Growing RNG fuel volumes



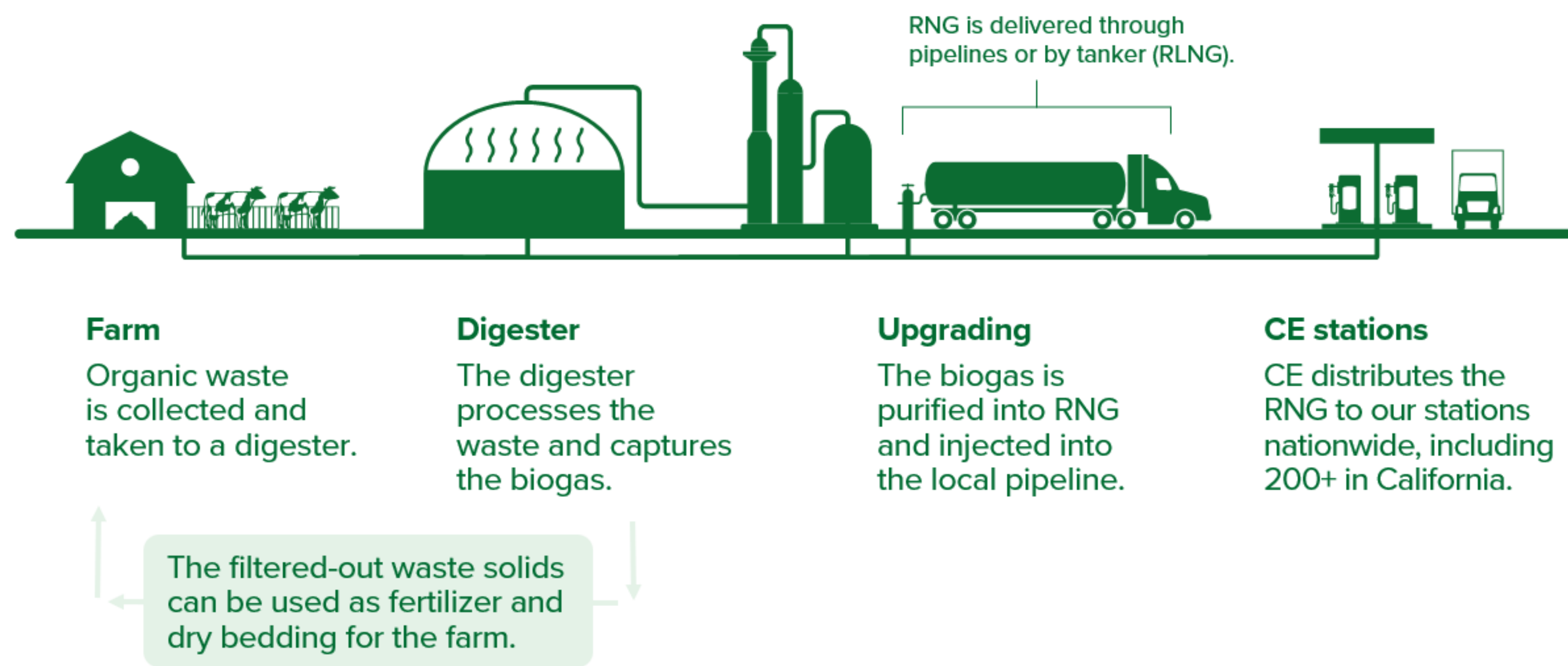
What is RNG?



Renewable Natural Gas (RNG)

also known as biomethane is a 100% renewable energy source which is produced from organic matter like agricultural crops, forestry waste, and manure. Major sources of biomethane are landfills, dairies, and wastewater treatment plants.

RNG is developed throughout the US and injected into the natural gas pipeline grid displacing fossil natural gas.



Why RNG?



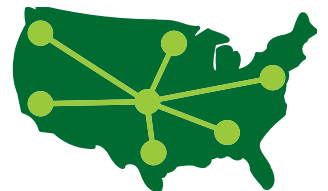
Sustainable

Lowers carbon emissions by an average of 300%



Renewable

Made from organic waste, like cow manure



Accessible

Extensive network of fueling stations nationwide including City of El Paso's 3 CNG Stations



Revenue Generating

RIN Credit allow for revenue



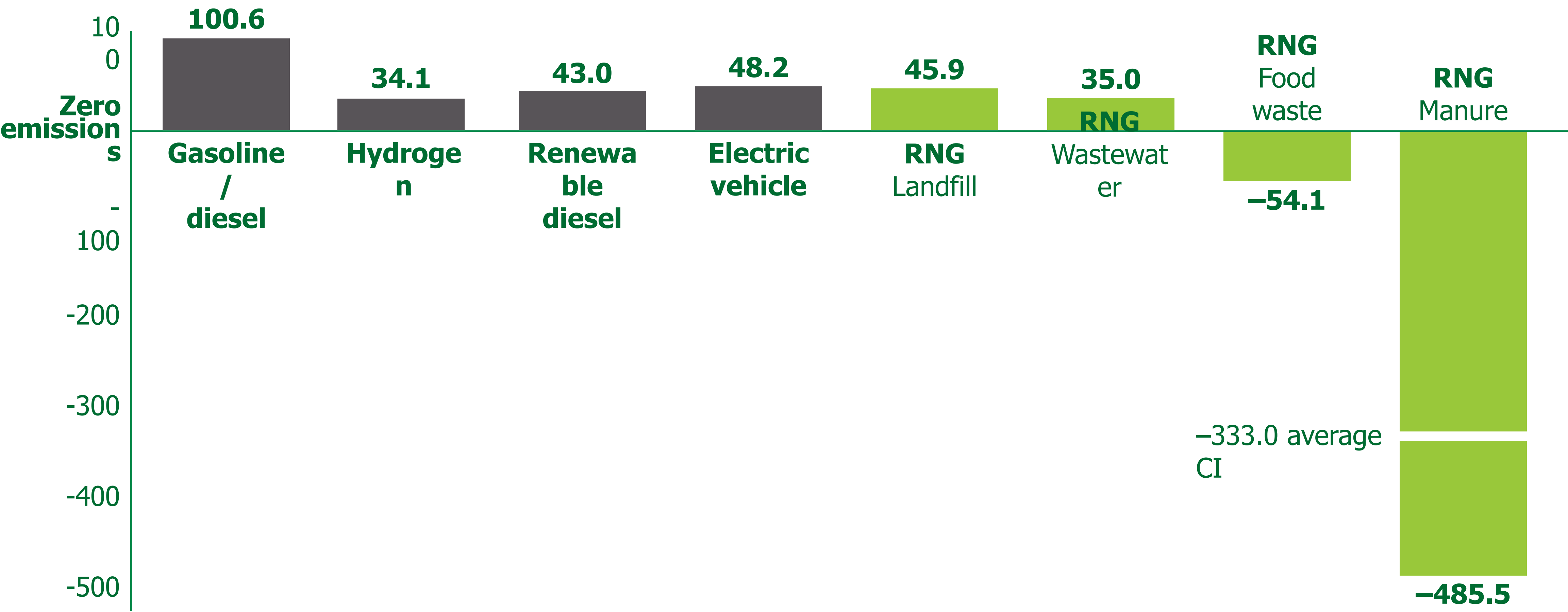
Proven

Trusted by companies like Amazon, UPS, WM, including major transit fleets in Texas

The RNG advantage: carbon intensity



Carbon intensity by fuel type (gCO₂e per MJ)



Source: California Air Resources Board, Q3 2023 LCFS data, and certified pathways as of January 31, 2024

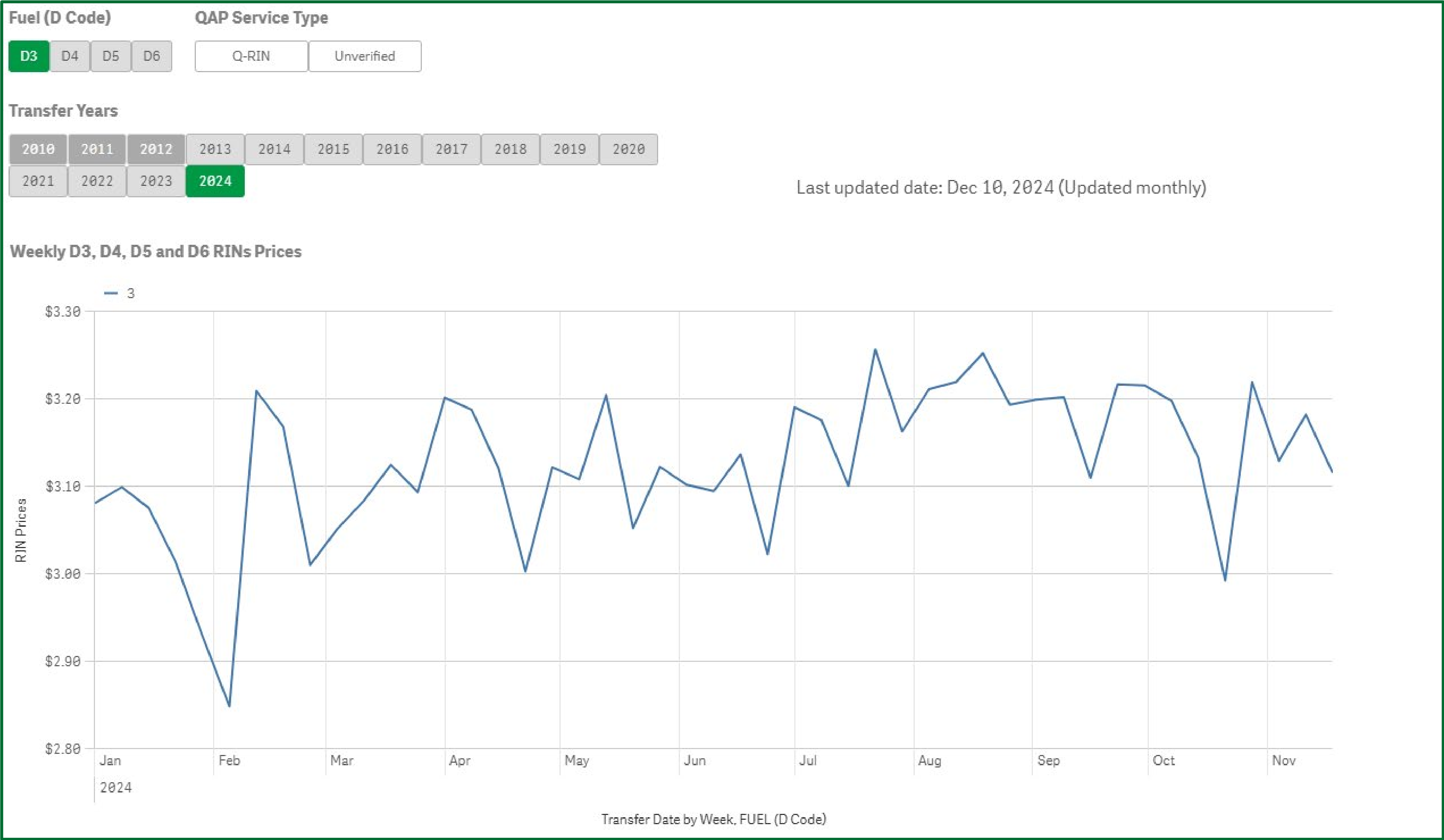
Regulatory Overview and Carbon Credit Programs



Renewable Fuel Standard (RFS)

- Created under the Energy Policy Act of 2005 with a goal of increasing biofuels production in the U.S.
- Achieve compliance by blending renewable fuels or buying RINs in the open market
- EPA sets annual renewable volume obligation targets across all biofuels categories (D3, D4, D5, D6, D7)
- Carbon Intensity “CI” does not matter under RFS
- RNG is either “cellulosic biofuel” achieving 60% GHG reduction (D3) or “advanced biofuels” achieving 50% GHG reduction (D5)

2024 D3 RIN Price



RIN Value for City of El Paso



- RIN credit value fluctuates on the open market
- D3 RIN is currently trading at \$2.50.
- 2% of \$2.50 RIN = \$0.07 per GGE.
- **City of El Paso RIN Revenue will fluctuate by volume consumption and RIN price. Estimated between \$150,000 – \$220,000 per year.**

*Assuming 2,600,000 GGE per year

How do these RIN credits work?



- The Renewable Fuel Standard (RFS) is a national program that focuses on reducing dependence on foreign oil, achieving greenhouse gas reductions, and growing the nation's renewable energy industry. It was created in 2005 under the Energy Policy Act.
- Each year Congress establishes a Required Volume Obligation (RVO) that establishes the amount of renewable fuels producers must bring to market.
- Obligated parties (*refiners or importers of gasoline or diesel fuel in the U.S.*) must produce or purchase enough renewable fuels to satisfy their individual RVO. If they cannot do so, the obligated parties must purchase Renewable Identification Number (RIN) credits from other renewable fuel producers.

Proposed Volume Targets (billion RINs)^a

| | 2023 | 2024 | 2025 |
|------------------------------|-------|-------|-------|
| Cellulosic biofuel | 0.72 | 1.42 | 2.13 |
| Biomass-based diesel | 2.82 | 2.89 | 2.95 |
| Advanced biofuel | 5.82 | 6.62 | 7.43 |
| Renewable fuel | 20.82 | 21.87 | 22.68 |
| Supplemental standard | 0.25 | n/a | n/a |

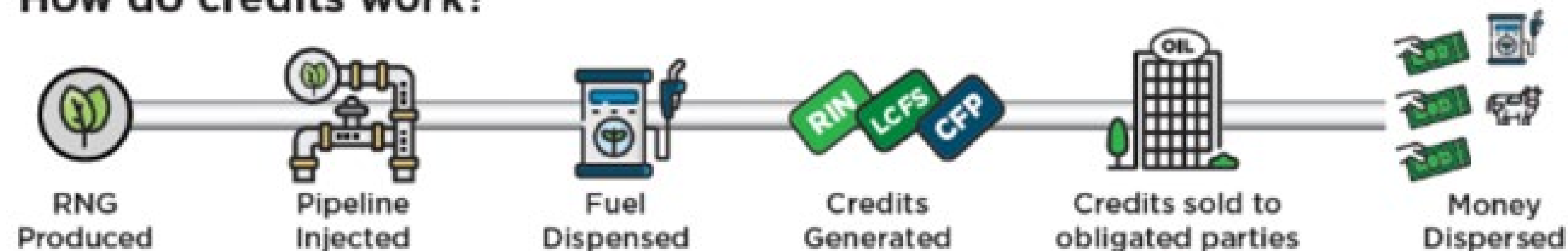
^a One RIN is equivalent to one ethanol-equivalent gallon of renewable fuel.

RNG Allocation - Step by Step Process



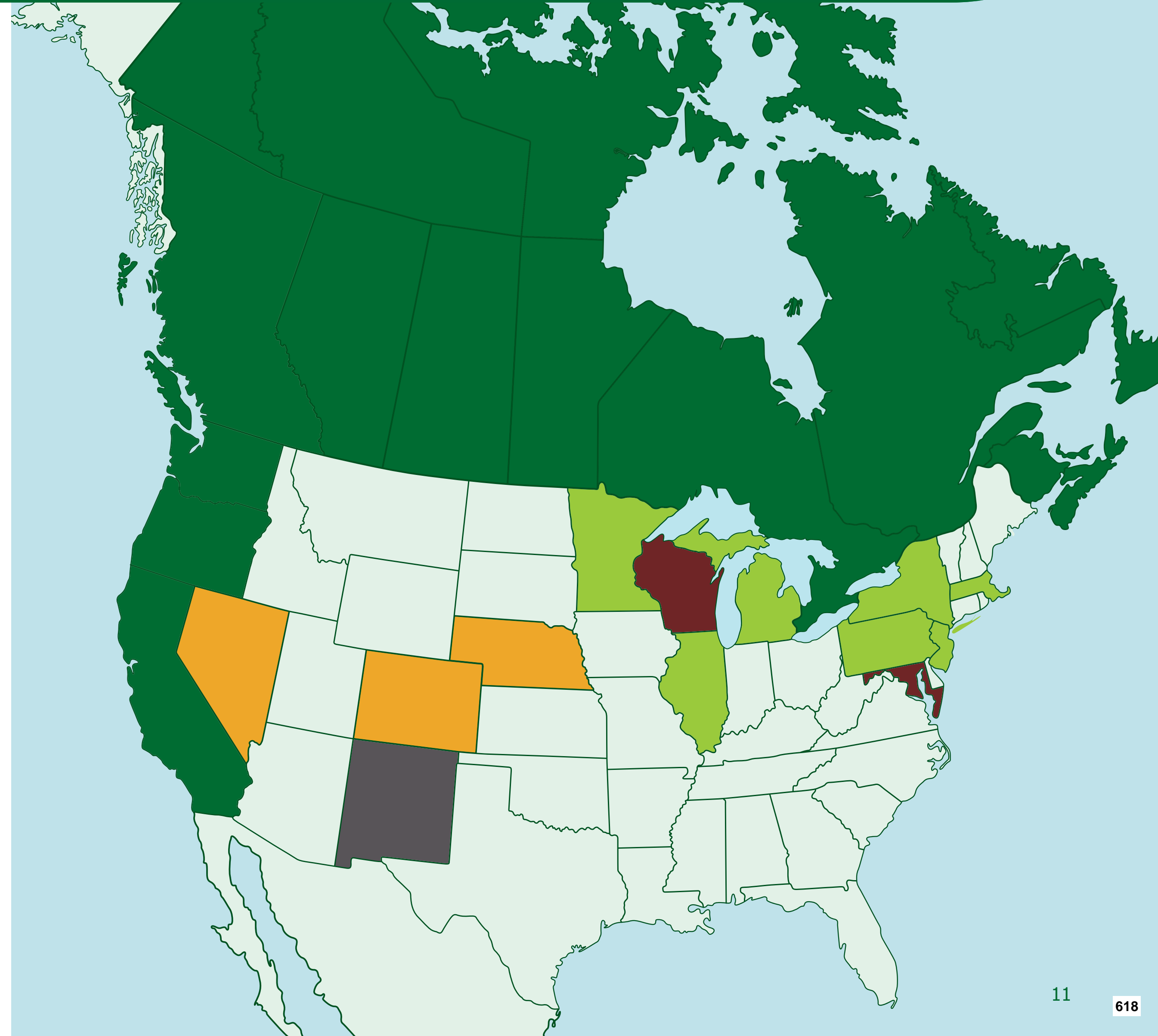
- ✓ Parties Execute Agreements –NAESB, Fossil and RNG Transaction Confirmations.
- ✓ City of El Paso provides utility gas invoices for private fueling station.
- ✓ Clean Energy generates and sells credits to obligated parties.
- ✓ City of El Paso receives monthly RIN statements.
- ✓ Clean Energy submits all required compliance and regulatory filings to EPA.
- ✓ City of El Paso receives statements and continues paying the same price for natural gas.
- ✓ RIN credit is submitted to City of El Paso monthly via check or ACH.

How do credits work?



Clean fuels policies

-  **Adopted & in effect:**
British Columbia, California, Canada
Federal, Oregon, and Washington State
-  **Approved**
New Mexico; effective July 2026
-  **Legislation likely introduced in 2025:**
Illinois, Massachusetts, Michigan,
Minnesota, New Jersey, New York,
Pennsylvania
-  **Under study/regulatory
development:**
Colorado, Nebraska, Nevada
-  **Other states targeted:**
Maryland and Wisconsin





Clean Energy

Shifting carbon into reverse.

**Eme Torlai, Director, Business
Development**

Cell: 713.725.8869

Email: emelia.torlai@cleanenergyfuels.com



Legislation Text

File #: 25-68, 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:

The request that the Managing Director of Purchasing & Strategic Sourcing be authorized to issue Purchase Order(s) to increase contract 2023-0168 Autocar Proprietary Parts and Service to TE of El Paso, LLC. This change order will increase referenced contract by \$168,750.00 for a total estimated amount not to exceed \$843,750.00. This change order will add capacity through the duration of the contract.

Department: Streets and Maintenance

Award to: TE of El Paso, LLC

City & State: El Paso, TX

Current Contract Estimated Amount: \$675,000.00

Change Order Amount: \$168,750.00

Total Estimated Amount not to Exceed: \$843,750.00

Account(s): 532 - 3600 - 531210 - 37020 - P3701 (Parts)

532 - 3600 - 531250 - 37020 - P3701 (Service)

Funding Source(s): Internal Service Fund

District(s): All

This was a Non-Competitive Procurement under Local Government General Exemption: Section 252.022 - (7) a procurement of items that are available from only one source.

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



DEPARTMENT: Streets and Maintenance
Purchasing & Strategic Sourcing
AGENDA DATE: January 22, 2025
PUBLIC HEARING DATE: Not Applicable
CONTACT PERSON NAME: Richard J Bristol, Streets and Maintenance Director
K. Nicole Cote, Managing Director
PHONE NUMBER: (915)212-7000
PHONE NUMBER: (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 request that the Managing Director of Purchasing & Strategic Sourcing be authorized to issue Purchase Order(s) to increase contract 2023-0168 Autocar Proprietary Parts and Service to TE of El Paso, LLC. This change order will increase referenced contract by \$168,750.00 for a total estimated amount not to exceed \$843,750.00.

BACKGROUND / DISCUSSION:

This change order will add capacity through the duration of the contract.

COMMUNITY AND STAKEHOLDER OUTREACH:

NA

SELECTION SUMMARY:

NA

CONTRACT VARIANCE:

NA

PROTEST

NA

PRIOR COUNCIL ACTION:

On December 6, 2022, City Council approved the award of contract 2023-0168 Autocar Proprietary Parts and Service to TE of El Paso, LLC for a three (3) year term for a total amount of \$675,000.00.

AMOUNT AND SOURCE OF FUNDING:

Amount: \$168,750.00

Funding Source: Internal Service Fund

Account: 532 – 3600 – 531210 – 37020 – P3701 (Parts)

532 – 3600 – 531250 – 37020 – P3701 (Service)

REPORTING OF CONTRIBUTION OR DONATION TO CITY COUNCIL:

Report any contributions or donations to City Council of an accumulated total of \$500 or more. Report the name of the elected official and the amount.

| NAME | AMOUNT (\$) |
|------------------------------------|-------------|
| Form was provided to the applicant | |
| | |
| | |
| | |

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

DEPARTMENT HEAD:

Rene Barraza for Richard Bristol

Richard J. Bristol Streets and Maintenance Director

K. Nicole Cote

K. Nicole Cote, Managing Director

Project Form
(Change Order)

*****Posting Language Below*****

Please place the following item on the Consent Agenda for the City Council of January 22, 2025.

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 request that the Managing Director of Purchasing & Strategic Sourcing be authorized to issue Purchase Order(s) to increase contract 2023-0168 Autocar Proprietary Parts and Service to TE of El Paso, LLC. This change order will increase referenced contract by \$168,750.00 for a total estimated amount not to exceed \$843,750.00. This change order will add capacity through the duration of the contract.

| | |
|---------------------------------------|----------------------------------------------------------------------------------------------|
| Department: | Streets and Maintenance |
| Award to: | TE of El Paso, LLC |
| City & State: | El Paso, TX |
| Current Contract Estimated Amount: | \$675,000.00 |
| Change Order Amount: | \$168,750.00 |
| Total Estimated Amount not to Exceed: | \$843,750.00 |
| Account(s): | 532 – 3600 – 531210 – 37020 – P3701 (Parts) 532 – 3600 – 531250 – 37020 – P3701 (Service) |
| Funding Source(s): | Internal Service Fund |
| District(s): | All |

This was a Non-Competitive Procurement under Local Government General Exemption: Section 252.022 - (7) a procurement of items that are available from only one source.

DISCLOSURE OF CAMPAIGN CONTRIBUTIONS AND DONATIONS FORM

In compliance with [Title 2, Chapter 2.92, Section 2.92.080](#)

Introduction:

Individuals or entities benefiting by a City Council Agenda item must disclose contributions or donations made to current members of Council under the City's Ethics Code. The information on this form is being captured for transparency purposes and will be noted on the relevant City Council Agenda. **Contributions and Donations do NOT disqualify an applicant from doing business with the City.**

Definitions:

- "Contribution" A direct or indirect transfer of money, goods, services, or any other thing of value and includes an agreement made or other obligation incurred, whether legally enforceable or not, to make a transfer. The term includes a loan or extension of credit, other than those expressly excluded by the Texas Election Code, and a guarantee of a loan or extension of credit.
- "Contributor" A person making a contribution, including the contributor's spouse.
- "Donation" Cash and the value of any in-kind contributions or gifts to the council member for use by their office or in their district.
- "Donor" An individual and spouse, a business entity, or an individual who owns a business entity in whole or in part, or is operated by the individual, that is the subject of a council agenda item.
- "Benefiting" Shall include but not be limited to any contract, bid award, franchise, permit, zoning or rezoning, and other award that council will vote on.

Instructions: Please read and complete this form carefully. If you have made campaign contributions or donations to any current City Council member(s) totaling an aggregate of \$500 or more during their campaign(s) or term(s) of City office, you are required to disclose the information as specified below. If you have not made such contributions or donations past the limit specified in the ordinance, you are required to affirm your compliance with the municipal code. Please submit this completed form along with your application or proposal to the relevant city department. Failure to disclose campaign contributions or donations as required by the ordinance may result in a violation of the City's Ethics Code requirements, and sanctions under the Ethics Code 2.92.

Contributor / Donor Information:

| | |
|---------------------|----------------------------------------------------------|
| Full Name | <u>Dustin Smith</u> |
| Business Name | <u>TE El Paso, LLC</u> |
| Agenda Item Type | <u>Change Order: 2023-0168 Autocar Parts and Service</u> |
| Relevant Department | <u>Streets and Maintenance</u> |

Disclosure Affirmation: Please check the appropriate box below to indicate whether you have made campaign contributions or donations totaling an aggregate of \$500 or more to any City Council member(s) during their campaign(s) or term(s) of City office specified in Section 2.92.080 of the El Paso Municipal Code.

☒

I have **NOT** made campaign contributions or donations totaling an aggregate of \$500 or more to any City Council member(s) during their campaign(s) or term(s) of City office, as specified in Section 2.92.080 of the El Paso Municipal Code.

OR

☐

I have made campaign contributions or donations totaling an aggregate of \$500 or more to the following City Council member(s) during their campaign(s) or term(s) of City office:

| OFFICE | CURRENT COUNCIL MEMBER NAME | AMOUNT (\$) |
|------------|-----------------------------|-------------|
| Mayor | | |
| District 1 | | |
| District 2 | | |
| District 3 | | |
| District 4 | | |
| District 5 | | |
| District 6 | | |
| District 7 | | |
| District 8 | | |

Declaration: I hereby affirm that the information provided in this disclosure form is true and accurate to the best of my knowledge. I understand that this disclosure is required by Title 2, Chapter 2.92 of the El Paso Municipal Code and is subject to verification by the city authorities. Further, **I understand that upon submission of this form, I must disclose any subsequent contributions or donations prior to the relevant council meeting date.**

Signature:  Date: 01/08/2025



Legislation Text

File #: 25-122, Version: 1

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

DISTRICT, DEPARTMENT, CONTACT INFORMATION:

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

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

All Districts

Members of the City Council, Representative Alejandra Chávez, (915) 212-0001

Members of the City Council, Representative Deanna Maldonado-Rocha, (915) 212-0003

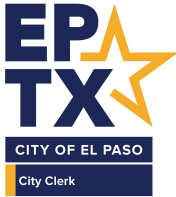
Members of the City Council, Representative Cynthia Boyar Trejo, (915) 212-0004

AGENDA LANGUAGE:

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

Discussion and action to direct the City Manager and City Attorney to conduct a review of all City boards and commissions.

CITY OF EL PASO, TEXAS
AGENDA ITEM
AGENDA SUMMARY FORM



DEPARTMENT: Mayor & Council

AGENDA DATE: 01/22/2025

CONTACT PERSON NAME Rep. Alejandra Chavez

PHONE NUMBER: 915-212-0001

DISTRICT(S) AFFECTED: All Districts

STRATEGIC GOAL: 6

SUBGOAL: 6.7 & 6.8

SUBJECT: Discussion and action to direct the City Manager and City Attorney to conduct a review of all City boards and commissions.

City Representative Alejandra Chávez District 1 Deanna Maldonado-Rocha District 3 Cynthia Rovar-Trein

COMMUNITY AND STAKEHOLDER OUTREACH:

To be determined.

REPORTING OF CONTRIBUTION OR DONATION TO CITY COUNCIL:

N/A

| NAME | AMOUNT (\$) | DATE |
|------|-------------|------|
| | | |
| | | |
| | | |
| | | |

BACKGROUND / DISCUSSION:

Review and revise the efficacy of the committees and determine if some can be combined.

PRIOR COUNCIL ACTION:

None

AMOUNT AND SOURCE OF FUNDING:

N/A

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



Legislation Text

File #: 25-73, Version: 1

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

DISTRICT, DEPARTMENT, CONTACT INFORMATION:

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

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

District 2

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

Planning and Inspections, Armida Martinez, (915) 212-1550

AGENDA LANGUAGE:

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

An Ordinance renewing and extending the Special Privilege License to Texas Tech University Health Sciences Center for the maintenance, use and repair the surface parking lot, overhead bird netting, and drainage pipes beneath the Raynolds Street overpass bridge within a portion of City right-of-way along Alberta Avenue; setting the license term for a term of ten (10) years with an option to renew for one additional ten (10) year term.

Location: Along Alberta Avenue beneath the Raynolds Street overpass bridge

Applicant: Texas Tech University Health Sciences Center, PSPN23-00005

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

DEPARTMENT:

AGENDA DATE:

PUBLIC HEARING DATE:

CONTACT PERSON NAME:

PHONE NUMBER:

DISTRICT(S) AFFECTED:

STRATEGIC GOAL:

SUBGOAL:

SUBJECT:

BACKGROUND / DISCUSSION:

COMMUNITY AND STAKEHOLDER OUTREACH:

PRIOR COUNCIL ACTION:

AMOUNT AND SOURCE OF FUNDING:

REPORTING OF CONTRIBUTION OR DONATION TO CITY COUNCIL:

| NAME | AMOUNT (\$) |
|------|-------------|
| | |

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

DEPARTMENT HEAD: Philip Fiore

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

ORDINANCE NO. _____

AN ORDINANCE RENEWING AND EXTENDING THE SPECIAL PRIVILEGE LICENSE TO TEXAS TECH UNIVERSITY HEALTH SCIENCES CENTER FOR THE MAINTENANCE, USE AND REPAIR OF A SURFACE PARKING LOT, OVERHEAD BIRD NETTING, AND DRAINAGE PIPES BENEATH THE RAYNOLDS STREET OVERPASS BRIDGE WITHIN A PORTION OF CITY RIGHT-OF-WAY ALONG ALBERTA AVENUE; SETTING THE LICENSE TERM FOR A TERM OF TEN (10) YEARS WITH AN OPTION TO RENEW FOR ONE ADDITIONAL TEN (10) YEAR TERM.

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

SECTION 1. DESCRIPTION

The City of El Paso (hereinafter called "City") granted a Special Privilege License (hereinafter called "License") to Texas Tech University Health Sciences Center at El Paso (hereinafter referred to as the "Grantee"), for the maintenance, use and repair of a 21,607.81 square foot surface parking lot screened with landscaping as shown in Exhibit "A," which is made a part hereof for all purposes (hereinafter referred to as "Parking Lot") and for the overhead bird netting with an area of 23,523.82 square feet and five (5) drainage pipes beneath the Raynolds Street overpass within a portion of City right-of-way along Alberta Avenue as further described in Exhibit "B" attached hereto.

SECTION 2. LICENSE AREA

The aerial and surface rights granted herein along a portion of right-of-way along Alberta Avenue beneath the Raynolds Street overpass bridge, to maintain the parking lot as well as the area encompassed by the bird netting and drainage pipes is more particularly described by metes and bounds in **Exhibit "C"**, which is made a part hereof for all purposes (hereinafter collectively referred to as "License Area").

SECTION 3. USE OF PROPERTY

This License is granted solely for the encroachment onto City right-of-way, which includes the requirement and responsibility for maintenance, use and repair of the parking lot to include the bird netting and drainage pipes. Grantee agrees to maintain the License Area in proper working condition and, to the extent required by Texas law, in accordance with all applicable City specifications, which include restoration to allow and not impede the City's use of the way for pedestrian and vehicular access.

Except for the waiver of fees as provided herein, this Special Privilege License shall not be construed to waive any City permit requirements. Grantee shall be responsible for all maintenance. Grantee, at no cost to the City, shall clean up all litter and debris within the License Area, leaving City rights-of-way in a clean and orderly condition at all times.

This License shall not permit or be construed to permit any other private use of the City right-of-way that impairs its function as a City right-of-way. Except for maintenance of the parking lot, bird netting and drainage pipes as provided herein, Grantee shall not construct any additional improvements, or make any additions or alterations on, above, or below the City right-of-way, without prior written consent of the El Paso City Manager or designee.

SECTION 4. REGULATION OF CONSTRUCTION

The work done by Grantee in replacing, repairing, reconstructing, or maintaining the parking lot, bird netting and drainage pipes shall be subject to and governed by all laws, rules and regulation of the City and State of Texas, Federal laws that are applicable to the maintenance and repair of the parking lot, bird netting and drainage pipes. Work done in connection with the repair and maintenance of such facilities is subject to the continuing police power of the City.

In the event that Grantee desires to reconstruct, repair, maintain, or replace the parking lot, bird netting and drainage pipes built hereunder, Grantee shall obtain, to the extent required by Texas law, all applicable permits required by the City. Where proposed, any excavation or trenching and other construction in the License Area shall be so carried out as to interfere as little as practical with the aerial and surface use of the License Area in accordance with any lawful and reasonable direction given by or under the authority of the governing body of the City under the police and regulatory powers necessary to provide for public convenience.

Grantee covenants and agrees that Grantee shall, at Grantee's own expense, repair all water lines, storm and sanitary sewer lines, service lines and water meters owned by the City that Grantee, Grantee's employees, contractors, agents or assigns damage so that such repair of the water lines, storm and sanitary sewer lines and water meters shall comply with any applicable City codes.

The City shall have the power at any time to order and require Grantee to remove and abate any portion of the License Area that is dangerous to life or property; provided however that the City agree that the current Aerial and Surface Encroachment is not a danger to life or property. Should Grantee, after notice, fail or refuse to comply within a reasonable time, the City shall have the power to remove or abate the same, at the expense of Grantee. In the event City removes or abates the License Area as provided herein, Grantee shall not be compensated for the loss of the License Area, or revenues associated with the area, nor shall the City be liable to the Grantee for any direct, indirect or consequential damages due to the removal or abatement of the License Area.

SECTION 5. TERM

This Special Privilege shall be for a term of **TEN (10) years** from the effective date hereof, unless terminated earlier as provided herein. At the end of this term, the City shall have the unilateral option of renewing this Special Privilege for one (1) additional TEN (10) year term upon the request of the Grantee and approval of the El Paso City Council. If Grantee wishes to the City to renew this License, Grantee shall submit a request in writing to the City no later than three (3) months prior to the expiration date of this License. Should Grantee fail to submit such request for the extension of this License to the City as herein required, the License shall expire upon the

expiration date, Grantee understands, agrees, and accepts that the city may require the terms, condition, and provisions of this License be modified as a condition for renewing the grant of the encroachment within the License Area as permitted by this License.

SECTION 6. WORK DONE BY OTHERS

Throughout the term of this License, the City expressly reserves the right to install, repair, or reconstruct the City right-of-way used or occupied by Grantee, any streets or alleys and all ancillary public uses, usual and customary in connection with streets and alleys, expressly including but not limited to, drainage facilities and structures. The City reserves the right, subject to further conditions described in this paragraph, to lay and permit to be laid, utility lines including, but not limited to, storm and sanitary sewer, gas, water, and other pipelines or cables, and to do and permit to be done, any underground and overhead installation or improvement that may be deemed necessary or proper by the governing body of the City in, across, along, over or under the License Area occupied by Grantee, and to change any curb or sidewalk or the street grade of any street. The City shall notify Grantee of work to be performed as herein described. To the extent permitted by Texas law, the City shall not be liable to Grantee for any damage resulting therefrom, nor shall the City be liable to Grantee for any damages arising out of the performance of any work by the City, its contractors or subcontractors not willfully and unnecessarily occasioned; provided, however, nothing herein shall relieve any other persons or entities from liability for damage to the License Area. The City does not waive any limitations on liability pursuant to this Agreement and by federal and state law. Grantee may pursue any cause of action available to it by law not addressed in this Agreement. If the City requires Grantee to alter, change, adapt, remove, or relocate the parking lot, bird netting and drainage pipes due to imminent public safety concerns, or because of changes in the grade of the License Area or in the location or manner of constructing a water pipe, sewer pipe or other underground or aboveground pipes owned by the City, Grantee shall make the alterations or changes as soon as practicable when ordered in writing by the City without claim for reimbursement or damages against the City. If these requirements impose a financial hardship upon Grantee, Grantee shall have the right to present alternative proposals for the City's consideration. If the City requires Grantee to remove, alter, change, adapt or relocate its parking lot, bird netting and drainage pipes or any portion thereof to enable any other entity or person, except the City, to use, or to use with greater convenience, the License Area, Grantee shall not be required to make such changes until such other entity or person shall have undertaken with solvent bond, to reimburse Grantee for any loss and expense which will be caused by or arise out of such removal, alteration, change, adaptation or conformance of the Parking Lot.

SECTION 7. RESERVATION OF SURFACE, SUBSURFACE, AND AIRSPACE RIGHTS

Except as provided herein, the City reserves the right to use the surface or subsurface or airspace within the License Area for any public purposes allowed by law and deemed necessary by the City and to do or permit to be done any work in connection therewith which may be deemed necessary or proper by the City on, across, along, under or over said License Area occupied by Grantee provided such use does not interfere with Grantee's use of the License Area.

SECTION 8. CONSIDERATION

As consideration for this Special Privilege, Grantee shall pay to the City ONE THOUSAND SIXTY AND NO/100 DOLLARS (**\$1,060.00**) per year. The annual fee shall remain the same for a period of one year from the date of execution by the El Paso City Council and shall be subject to change after each one-year period the License remains in effect. The El Paso City Council retains the right to increase or decrease the annual fee specified in this License.

The City shall notify the Grantee of any proposed changes in fees as prescribed in Section 14 (Notice) of this License. This License is granted on the condition the Grantee pay for all costs associated with the parking lot, bird netting and attached drainage pipes, as well as all costs for the restoration of the License Area upon the termination of this License.

The first annual consideration shall be due and owing prior to the El Paso City Council approval of this License. The advance payment shall be in the form of a cashier's check or business check payable to "The City of El Paso" and delivered to the Planning and Inspections Department for remittance to the Financial Services Department.

If the Special Privilege is disapproved by the El Paso City Council, a full refund of the payment shall be made by the Financial Services Department within fifteen (15) days of the denial action. Subsequent annual considerations shall be due the first day of the month in which the License has been granted by the El Paso City Council and remitted to the Financial Services Department.

ADVANCE PAYMENT OPTION:

Grantee shall have the option of pre-paying the City the entire amount for initial ten (10) year term of the License, prior to the execution of this License. The ten (10) year amount is equal to NINE THOUOUSAND, THREE HUNDRED THIRTEEN AND NO/100 DOLLARS (\$9,313.00). Said \$9,313.00 reflects the net present value (NPV) at a three percent (3%) discount rate of the annual fees for the entire ten (10) year term of this License. Should Grantee select the advance payment option, Grantee shall be entitled to a pro-rata refund of the consideration paid to the City in case of cancellation by the City and/or the Grantee prior to the expiration of the 10-year term. Both the annual consideration and the advance payment shall be exclusive of and in addition to all general municipal taxes of whatever nature, including, but not limited to, ad valorem taxes, assessments for public improvements or any other assessments that Grantee is not exempt from as a state governmental entity, and that may be enacted during the term of this License or any renewal, except hereinafter provided. The fee established in this section shall not be affected by any relocation of Grantee's parking lot, bird netting and drainage pipes required by the City pursuant to this License.

The fee payment shall be exclusive of and in addition to all costs of obtaining required permits, plans and other approvals as necessary to conform to all other City Special Privileges and regulations.

SECTION 9. INSURANCE

Grantee shall submit to the City a sworn affidavit, in a form attached hereto and incorporated herein as Exhibit "D" and signed by a duly authorized representative identifying that Grantee is a public institution of higher education in the State of Texas, and its employees and property are subject to the Texas Tort Claims Act found in the Texas Civil Practices and Remedies Code, Title V, Governmental Liability. Grantee's inability is limited to the monetary amount prescribed under the Texas Tort Claims Act, and as may be amended. The affidavit is in a form prescribed by the City containing the provisions acceptable to the City. The affidavit shall contain an affirmative recital identifying that the Grantee shall meet, accept, perform and be bound by all the same obligations and requirements of any Grantee that is not self-insured, subject to the provisions of the Texas Tort Claims Act. This City may impose additional requirements upon Grantee in order to protect the public health, safety and welfare. Any additional requirements imposed by the City upon Grantee under this Section are subject to Grantee's status as a state entity under the Texas Tort Claims Act.

SECTION 10. INDEMNITY

The parties expressly agree that neither party shall have the right to seek indemnification from the other party for any losses, costs, expenses, or damages directly or indirectly arising, in whole or part from this Agreement.

INDEMNITY The City acknowledges that the Grantee cannot agree to indemnification or damages provisions pursuant to its fiscal law policies. However, the Grantee will agree to include the following provisions in its agreements with contractors performing work on the Property under this Special Privilege.

The Contractor, its Agent or its insurer will INDEMNIFY, DEFEND AND HOLD the City, its officers, agents and employees, HARMLESS FOR AND AGAINST ANY AND ALL CLAIMS, CAUSES OF ACTION, LIABILITY, DAMAGES OR EXPENSE, (INCLUDING BUT NOT LIMITED TO ATTORNEY FEES AND COSTS) FOR ANY DAMAGE TO OR LOSS OF ANY PROPERTY, OR ANY ILLNESS, INJURY, PHYSICAL OR MENTAL IMPAIRMENT, LOSS OF SERVICES, OR DEATH TO ANY PERSON ARISING OUT OF OR RELATED TO THE THIRD PARTY ACTIVITIES, even where such damage, injury, loss, illness, physical or mental impairment, loss of service, or death results from or involves NEGLIGENCE, or allegations of negligence on the part OF THE CITY, its officers, agents, or employees. Without modifying the conditions of preserving, asserting or enforcing any legal liability against the City as required by the City Charter or any law, the City will promptly forward to Contractor or Agent every demand, notice, summons or other process received by the City in any claim or legal proceeding contemplated herein. The Contractor or its Agent will 1) investigate or cause the investigation of accidents or occurrences involving such injuries or damages; 2) negotiate or cause to be negotiated the claim as the Company may deem expedient; and 3) defend or cause to be defended on behalf of the City all suits for damages even if groundless, false or fraudulent, brought because of such injuries or damages. The Contractor or its Agent will pay all judgments finally establishing liability of

the City in actions defended by the Contractor or its Agent pursuant to this section along with all attorneys' fees and costs incurred by the City including interest accruing to the date of payment by Contractor or its Agent, and premiums on any appeal bonds. The City, at its election, will have the right to participate in any such negotiations or legal proceedings to the extent of its interest. The City will not be responsible for any loss of or damage to the Contractor or its Agent's property from any cause.

SECTION 11. RIGHTS IN IBE EVENT OF ABANDONMENT

As an express condition of this License, and not as a mere covenant, in the event Grantee abandons the parking lot, bird netting and drainage pipes or a portion thereof or ceases to use the parking lot, bird netting, and drainage pipes for the purposes enumerated herein for any period of six (6) months or longer, other than the time elapsing between the Effective Date of this license, this License shall automatically terminate, free and clear of any right, title, or interest in Grantee without the necessity of any notice to Grantee or any re-entry by the City.

SECTION 12. CANCELLATION

Grantee shall have the option to terminate this License at any time upon giving the City written notice thirty (30) days in advance of such termination. In addition, the City shall have the option to cancel and terminate this License for failure of Grantee to comply with any material provision or requirement contained in this agreement after thirty (30) days written notice to Grantee. However, if said breach or failure to comply cannot be reasonably cured within thirty (30) days, if Grantee shall proceed promptly to cure the same with due diligence, the time for curing such failure to comply shall be extended for such period of time as may be deemed reasonably necessary by the City to complete such curing unless such breach involves public safety.

The City shall have the option to terminate this License at any time upon giving the Grantee written notice thirty (30) days in advance of such termination, at no cost to the City and may take possession of the City right-of-way. All rights of the Grantee for the City right-of-way shall then be terminated. If the License is cancelled by the City, Grantee shall not be entitled to a refund of the paid annual consideration for the months remaining in the License year (the twelve-month period beginning on the effective date of this License) or a pro-rata refund of the consideration paid for the advance payment option in the event Grantee has exercised such option under Section 8 . If this License is cancelled due to Grantee's failure to cure any default under this License, abandonment or cancellation by Grantee, Grantee shall not be entitled to a refund of consideration paid to the City.

Upon termination of this License, prior to the expiration of the original term for any reason, Grantee shall remove Grantee's parking lot, bird netting and drainage pipes located in the License Area at no cost to the City. Grantee shall restore the License Area to the reasonable satisfaction of the City Manager or designee and in accordance with City specifications, at Grantee's own cost and expense.

Any such restoration shall be subject to the reasonable approval of the City. If the Grantee fails to restore the License Area as required herein, the City may at its option restore the License Area and charge such costs to Grantee who shall be responsible for payment of such repair and restoration costs.

SECTION 13. RECORDS

The El Paso City Council and the El Paso City Manager or designee shall be kept fully informed by Grantee as to matters pertaining in any way to Grantee's exercise of Grantee's rights under this License, including the replacement, reconstruction, maintenance, and repair of the parking lot, bird netting and drainage pipes within the License Area. Obtaining all applicable City permits shall be deemed sufficient to keep such parties informed. Grantee shall keep complete and accurate maps, construction drawings, and specifications describing the location of the structure(s) within the License Area. The City shall have the right, at reasonable times to inspect such maps, construction drawings, and specifications.

SECTION 14. NOTICE

Any notice or communication required in the administration of this License shall be sent in writing by prepaid certified mail, return receipt requested, to the following addresses:

CITY: City of El Paso
Attn: City Manager
300 North Campbell
El Paso Texas 79950-1890

with copy to: City of El Paso
Attn: Planning & Inspections Department
811 Texas Avenue
El Paso Texas 79901

with copy to: City of El Paso
Attn: Financial Services Department-Financial Accounting & Reporting
300 North Campbell
El Paso Texas 79901

GRANTEE: Texas Tech University Health Sciences Center El Paso
Contracting Office
130 Rick Francis St. MSC-51014
El Paso, TX 79905
ElpContractDept@ttuhsce.edu

with copy to: Texas Tech University Health Sciences Center El Paso Facilities and Services
Attn: Adam Rascon
130 Rick Francis St. – MSC 51022
El Paso, TX 79905

or to such other addresses as Grantee may designate from time to time by written notice as required in this paragraph.

SECTION 15. ASSIGNMENT

The rights granted by this License inure to the benefit of the Grantee, and any parent, subsidiary, or successor entity now or hereafter existing. The rights shall not be assignable without the express advanced written consent of the El Paso City Manager.

SECTION 16. LEASING OR DEDICATION OF FACILITIES

Grantee, without the advanced written consent of the El Paso City Manager or designee, shall not lease the License Area to any non-grantee person or entity.

SECTION 17. ADMINISTRATION OF LICENSE

The El Paso City Manager or designee is the principal City official responsible for the administration of this License. Grantee recognizes that questions regarding the interpretation or application of this License shall be referred to the El Paso City Manager or designee.

SECTION 18. NO PROPERTY RIGHTS

Nothing herein shall grant any real property interest to the Grantee nor give rise to any vested right in the Grantee, Grantee's assigns or successors in interest, none of whom shall have a cause of action for damages upon revocation or termination of this License in accordance with the terms herein.

SECTION 19. LIENS AND ENCUMBRANCES

To the extent permitted by Texas law, Grantee shall be responsible for any lien or encumbrance on the License Area that arises or is alleged to have arisen from Grantee's use of the Licensed Area.

SECTION 20. RIGHT OF ENTRY AND INSPECTION

The City's authorized representative shall have the right to enter upon the licensed area at all reasonable times for the purpose of inspecting the same and determining compliance with the terms of this License.

SECTION 21. LAWS AND ORDINANCES

To the extent Grantee is not exempt as a state governmental agency, Grantee shall comply with all statutes, laws, codes and ordinances applicable to Grantee's construction, repair, renovation, alteration or use of the License Area.

SECTION 22. ENTIRE AGREEMENT

This document contains all of the agreements between the parties and may not be modified, except by an agreement in writing signed by both parties.

SECTION 23. SEVERABILITY

Every provision of this license is intended to be severable. If any term or provision hereof is illegal or invalid for any reason whatsoever, such illegality shall not affect the validity of the remainder of this license.

SECTION 24. LAWS GOVERNING VENUE

The laws of the State of Texas shall govern the validity, performances, and enforcement of this license and if legal action is necessary to enforce it, exclusive venue shall be in El Paso County, Texas.

SECTION 25. RESTRICTIONS AND RESERVATIONS

This License is subject to all rights-of-way, easements, dedications, restrictions, reservations and other encumbrances of record and running with the land. If, at any time during the initial term of this license, or any extension thereof, any such rights-of-way, easements, dedications, restrictions, reservations and other encumbrances of record and running with the land, preclude, interrupt or interfere with Grantee's use of the License Area, Grantee shall have the right to terminate this License upon giving the City prior written notice of its intent to do so.

SECTION 26. EFFECTIVE DATE

The effective date of this License shall be the date last entered below. This License shall not take effect unless Grantee files Grantee's written acceptance with the City prior to the enactment of this License by the El Paso City Council.

PASSED AND APPROVED this _____ day of _____, 2025.

[Signatures on Following Page]

WITNESS THE FOLLOWING SIGNATURES AND SEALS:

THE CITY OF EL PASO:

Renard U. Johnson
Mayor

ATTEST:

Laura Prine
City Clerk

APPROVED AS TO FORM:

Russell Abeln
Russell T. Abeln
Senior Assistant City Attorney

APPROVED AS TO CONTENT:

Philip Etiwe
Philip F. Etiwe, Director
Planning and Inspections Department

ACCEPTANCE

The above instrument, with all conditions thereof, is hereby accepted this 7 day of May 2024.

GRANTEE:

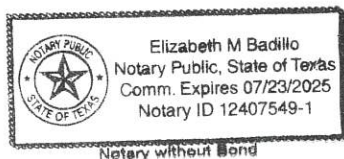
Texas Tech University Health Sciences Center

By: Richard Lange, as President

ACKNOWLEDGMENT

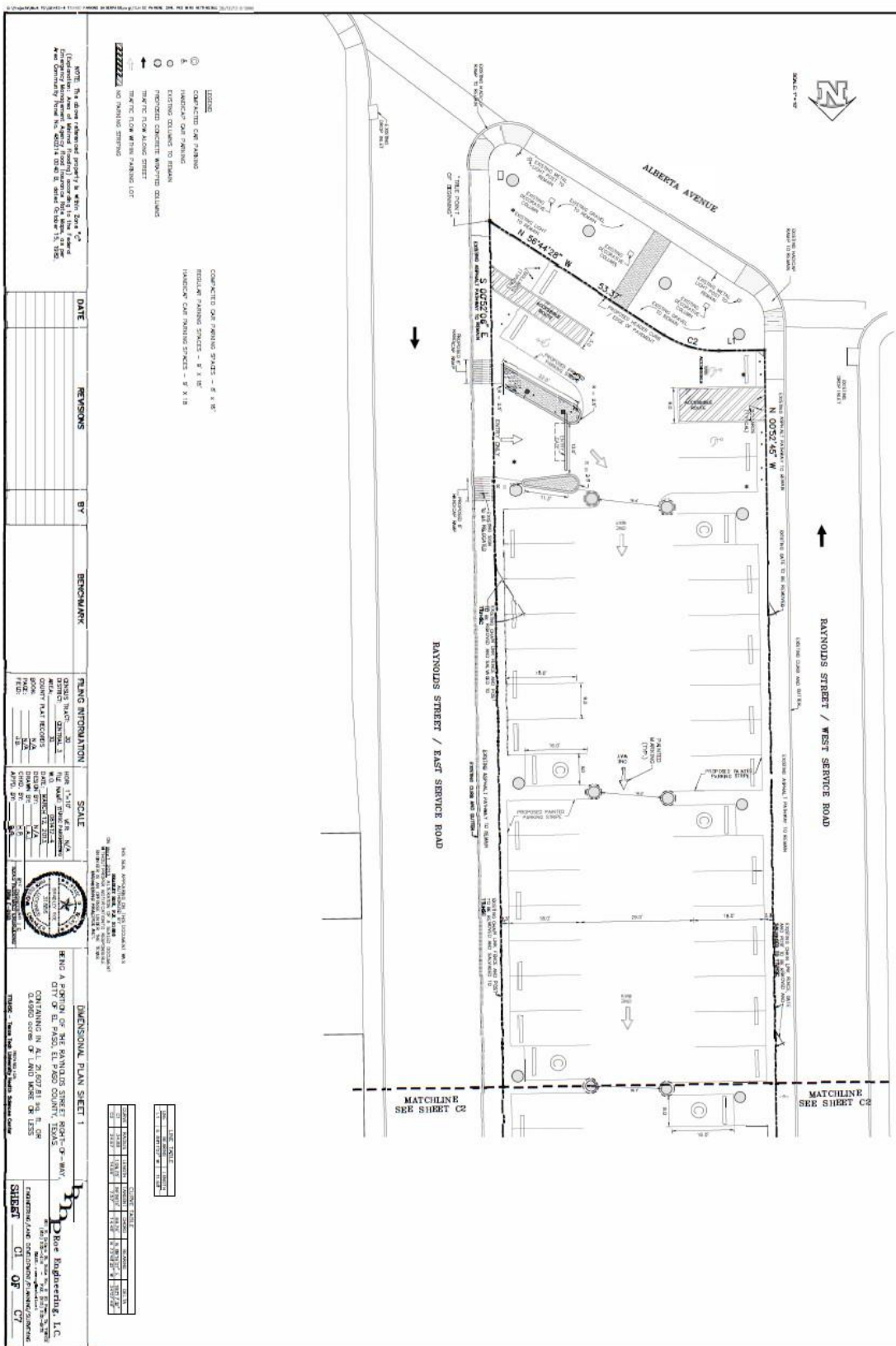
THE STATE OF TEXAS)
)
COUNTY OF EL PASO)

This instrument is acknowledged before me on this 7th day May, 2024,
by Richard A. Lange MD MBA, as Grantee.

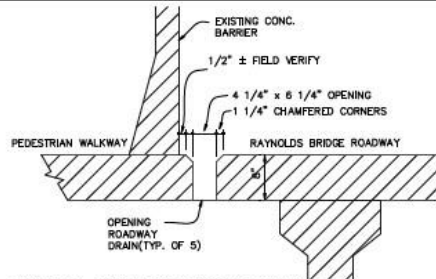


Elizabeth M Badillo
Notary Public, State of Texas
07/23/25
My Commission Expires

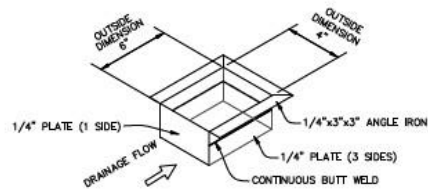
EXHIBIT A



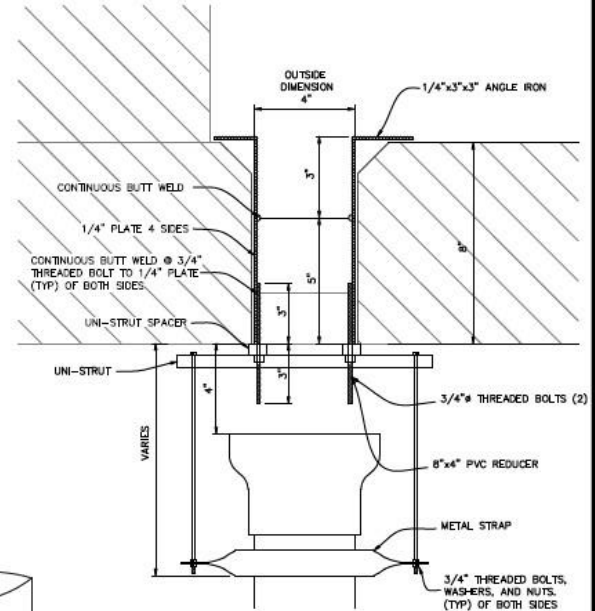
[illegible]



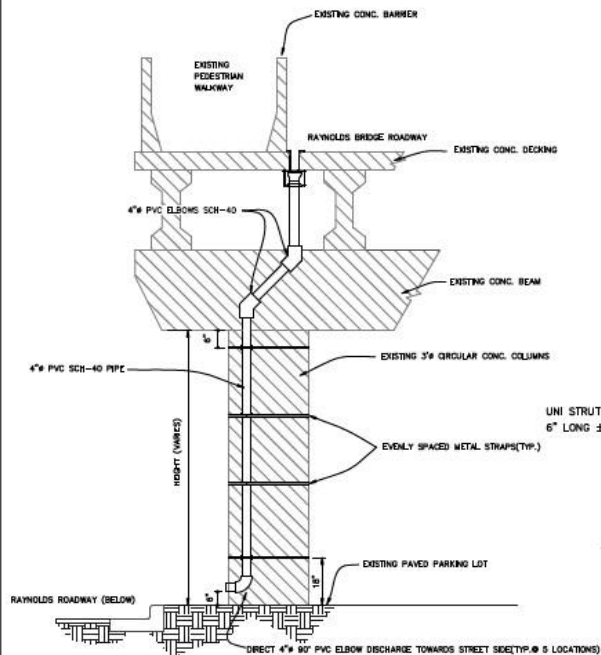
EXISTING CONDITION CROSS SECTION VIEW
N.T.S.



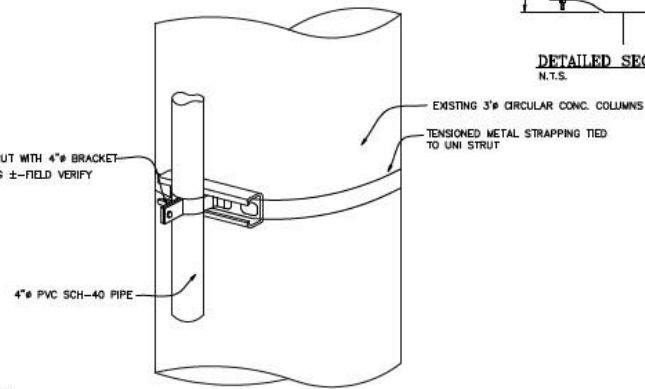
ISOMETRIC VIEW
N.T.S.



DETAILED SECTION VIEW OF DRAINS (5 TYP.)
N.T.S.



EXISTING/PROPOSED COLUMN SECTION VIEW
N.T.S.



ISOMETRIC VIEW FOR ANCHORING OF 4" PVC DRAINS
N.T.S.

NOTE:
PROVIDE 1" LONG #10 SELF TAPPING
SCREWS 3 PER JOINT @ ALL ELBOWS TO
PREVENT PVC SLIPPAGE (PROVIDE PRIMER/
GLUE @ ALL JOINTS).

| DATE | REVISIONS | BY | BENCHMARK | FIGING INFORMATION | SCALE | CERTIFICATION | RAYNOLDS BRIDGE DECK SECTIONS & DETAIL |
|------|-----------|----|-----------|---------------------------|------------------------|---------------|----------------------------------------|
| | | | | CROSS TRACT: 20 | NEW N.T.S. - N/A | | |
| | | | | CONTR: 20 | QUANTITY - 20 | | |
| | | | | AREA: 10 | N.O. - 08/11/11 | | |
| | | | | QUANTITY PLAT RECORDS: 10 | DATE: OCTOBER 11, 2011 | | |
| | | | | SOON: N/A | DESIGN BY: J.P. | | |
| | | | | PAID: N/A | CHECK BY: N/A | | |
| | | | | FIELD: N/A | APPD. BY: J.P. | | |
| | | | | | APPD. BY: J.P. | | |

hnp Engineering, L.C.
4115 FARM ROAD, SUITE 100, FARMERSVILLE, TEXAS 77936
512.261.1111
www.hnpengineering.com
SHRIBET 1 OF 1

EXHIBIT C

Prepared For: Texas Tech University Health Sciences Center
Being a portion of the Raynolds Street Right-Of-Way,
City of El Paso, El Paso County, Texas
October 16, 2012
W.O. 081412-4

METES AND BOUNDS DESCRIPTION (Lease Boundary for Parking under the Raynolds Street overpass)

Description of a 0.4960 acre parcel of land Being a portion of the Raynolds Street Right-of-Way, City of El Paso, El Paso, County, Texas and being more particularly described by metes and bounds as follows to wit:

Starting at an existing city monument located along Alameda Avenue and the extension of the Easterly right-of-way line of Concepcion Avenue, Thence North $22^{\circ}32'08''$ West a distance of 1048.25 feet to a point lying along the westerly line of the Raynolds Street / East Service Road; said point also being the "True point of Beginning";

Thence North $56^{\circ}44'28''$ West a distance of 53.37 feet to a point;

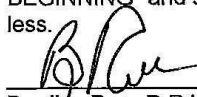
Thence along said right-of-way line along a arc of a curve to the left a distance of 14.70 feet, whose radius is 24.67 feet, whose central angle is $34^{\circ}07'49''$ and whose chord bears North $73^{\circ}48'23''$ West a distance of 14.48 feet to a point;

Thence South $89^{\circ}11'07''$ West along the said easterly line a distance of 11.68 feet to a point, said point lying along the easterly line of the Raynolds Street / West Service Road;

Thence North $00^{\circ}52'45''$ West along the easterly line of the Raynolds Street / West Service Road a distance of 270.01 feet to a point;

Thence along said right-of-way line along a arc of a curve to the right a distance of 109.76 feet, whose radius is 34.88 feet, whose central angle is $180^{\circ}17'32''$ and whose chord bears North $89^{\circ}16'01''$ East a distance of 69.76 feet to a point, said point lying along the westerly line of the Raynolds Street / East Service Road;

Thence South $00^{\circ}52'06''$ East a distance of 304.04 feet back to the "TRUE POINT OF BEGINNING" and said parcel contains 21,607.81 square feet or 0.4960 acres of land more or less.



Bradley Roe, R.P.L.S. 2449
Roe Engineering, L.C.

FILE: parking lease.wpd



EXHIBIT D

STATE OF TEXAS)
)
COUNTY OF EL PASO)

AFFIDAVIT

BEFORE ME, the undersigned authority, on this day personally appeared Richard A. Lange President, who, being by my duly sworn, stated under oath as follows:

"Texas Tech University Health Sciences Center at El Paso has submitted an application to request permission from the City of El Paso to encroach onto portions of public rights-of-way with a surface parking lot on portions of right-of-way on Alberta Avenue beneath the Raynolds Street overpass; and Texas Tech University Health Sciences Center at El Paso affirms they are a public institution of higher education in the State of Texas, and that its employees and property are subject to the Texas Tort Claims Act found in the Texas Civil Practices and Remedies Code, Title V, Governmental Liability. The liability of Texas Tech University Health Sciences Center at El Paso is limited to the monetary amount prescribed under the Texas Tort Claims Act, and as may be amended. In order to receive approval of their application, Texas Tech University Health Sciences Center at El Paso agrees they shall meet, accept, perform and be bound by all the same obligations and requirements of any applicant who is not self-insured, subject to the provisions of the Texas Tort Claims Act."

Texas Tech University Health Sciences Center at El Paso

BY: Jessica Fisher

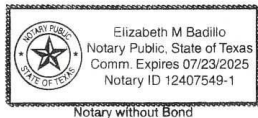
Jessica Fisher, C.P.A., M.Accy.
Interim Vice President for Finance & Administration / Chief Financial Officer

ACKNOWLEDGEMENT

STATE OF TEXAS)
)
COUNTY OF EL PASO)

This instrument is acknowledged before me on this 27th day of MARCH, 2023, by Jessica Fisher, Interim Vice President, on behalf of Texas Tech University Health Sciences Center at El Paso.

Elizabeth M Badillo
Notary Public, State of Texas



07/23/2025
My Commission Expires

ORDINANCE NO. _____

DISCLOSURE OF CAMPAIGN CONTRIBUTIONS AND DONATIONS FORM

In compliance with [Title 2, Chapter 2.92, Section 2.92.080](#)

Introduction:

Individuals or entities benefiting by a City Council Agenda item must disclose contributions or donations made to current members of Council under the City's Ethics Code. The information on this form is being captured for transparency purposes and will be noted on the relevant City Council Agenda. **Contributions and Donations do NOT disqualify an applicant from doing business with the City.**

Definitions:

- "Contribution" A direct or indirect transfer of money, goods, services, or any other thing of value and includes an agreement made or other obligation incurred, whether legally enforceable or not, to make a transfer. The term includes a loan or extension of credit, other than those expressly excluded by the Texas Election Code, and a guarantee of a loan or extension of credit.
- "Contributor" A person making a contribution, including the contributor's spouse.
- "Donation" Cash and the value of any in-kind contributions or gifts to the council member for use by their office or in their district.
- "Donor" An individual and spouse, a business entity, or an individual who owns a business entity in whole or in part, or is operated by the individual, that is the subject of a council agenda item.
- "Benefiting" Shall include but not be limited to any contract, bid award, franchise, permit, zoning or rezoning, and other award that council will vote on.

Instructions: Please read and complete this form carefully. If you have made campaign contributions or donations to any current City Council member(s) totaling an aggregate of \$500 or more during their campaign(s) or term(s) of City office, you are required to disclose the information as specified below. If you have not made such contributions or donations past the limit specified in the ordinance, you are required to affirm your compliance with the municipal code. Please submit this completed form along with your application or proposal to the relevant city department. Failure to disclose campaign contributions or donations as required by the ordinance may result in a violation of the City's Ethics Code requirements, and sanctions under the Ethics Code 2.92.

Contributor / Donor Information:

| | |
|---------------------|------------------------------------------------------|
| Full Name | Richard Lange |
| Business Name | Texas Tech University Health Sciences Center El Paso |
| Agenda Item Type | |
| Relevant Department | |

Disclosure Affirmation: Please check the appropriate box below to indicate whether you have made campaign contributions or donations totaling an aggregate of \$500 or more to any City Council member(s) during their campaign(s) or term(s) of City office specified in Section 2.92.080 of the El Paso Municipal Code.



I have **NOT** made campaign contributions or donations totaling an aggregate of \$500 or more to any City Council member(s) during their campaign(s) or term(s) of City office, as specified in Section 2.92.080 of the El Paso Municipal Code.

OR



I have made campaign contributions or donations totaling an aggregate of \$500 or more to the following City Council member(s) during their campaign(s) or term(s) of City office:

| OFFICE | CURRENT COUNCIL MEMBER NAME | AMOUNT (\$) |
|------------|-----------------------------|-------------|
| Mayor | | |
| District 1 | | |
| District 2 | | |
| District 3 | | |
| District 4 | | |
| District 5 | | |
| District 6 | | |
| District 7 | | |
| District 8 | | |

Declaration: I hereby affirm that the information provided in this disclosure form is true and accurate to the best of my knowledge. I understand that this disclosure is required by Title 2, Chapter 2.92 of the El Paso Municipal Code and is subject to verification by the city authorities. Further, **I understand that upon submission of this form, I must disclose any subsequent contributions or donations prior to the relevant council meeting date.**

Signature: Jessica Fisher Date: 05/07/2024



Legislation Text

File #: 25-71, 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

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: No. 1.1 Grow existing and attract new target industries, including advanced manufacturing and international development; creating an innovation-driven culture of technology that fosters economic prosperity and creates high-paying career pathways.

Award Summary:

Discussion and action on the request that City Manager is authorized to execute the Design-Build documents considered to be the agreement ("Contract") between the City of El Paso and Jordan Forster Construction, LLC, for the project known as the 2024-0272R Advanced Manufacturing District in an initial amount of two million eight hundred fifteen thousand one hundred twenty seven and 16/100 dollars (\$2,815,127.16) for work prior to the execution of the Design-Build Amendment; and that the City Engineer is authorized to approve additional preconstruction services in the amount of \$50,000.00 if the services are necessary for the proper execution of the project.

Department: Capital Improvement

Award to: Jordan Foster Construction, LLC

City & State: El Paso, TX

Item(s): Pre-Construction Services

Total Estimated Award: \$2,815,127.16

Account(s): 562-3080-62330-580270-G6A23BBRC

562-3010-62330-580270-G6A23BBRC

Funding Source(s): Department of Commerce's Build Back Better Regional Challenge Grant and Airport Enterprise Funds

District(s): All

This was a Design-Build Procurement - Service Contract.

The Purchasing & Strategic Sourcing and Capital Improvement Departments recommend award as indicated to Jordan Foster Construction, LLC the Design-build team offering the best value on the basis of the published selection criteria and on its ranking evaluations.

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

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

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



DEPARTMENT: Capital Improvement
Aviation
Purchasing & Strategic Sourcing

AGENDA DATE: January 22, 2025

PUBLIC HEARING DATE: Not Applicable

CONTACT PERSON NAME: Yvette Hernandez, City Engineer
Tony Nevarez, Aviation Director
K. Nicole Cote, Managing Director

PHONE NUMBER: (915)212-1860

PHONE NUMBER: (915)474-2424

PHONE NUMBER: (915)212-1092

DISTRICT(S) AFFECTED: All

STRATEGIC GOAL: No.1 Cultivate an Environment Conducive to Strong, Economic Development

SUBGOAL: No. 1.1 Grow existing and attract new target industries, including advanced manufacturing and international development; creating an innovation-driven culture of technology that fosters economic prosperity and creates high-paying career pathways

SUBJECT:

Discussion and action on the request that City Manager is authorized to execute the Design-Build documents considered to be the agreement ("Contract") between the City of El Paso and Jordan Foster Construction, LLC ("Design-Builder"), for the project known as the 2024-0272R Advanced Manufacturing District in an initial amount of two million eight hundred fifteen thousand one hundred twenty seven and 16/100 dollars (\$2,815,127.16) for work prior to the execution of the Design-Build Amendment; and that the City Engineer is authorized to approve additional preconstruction services in the amount of \$50,000.00 if the services are necessary for the proper execution of the project.

BACKGROUND / DISCUSSION:

On September 2, 2022 the Economic Development Administration announced that the West Texas Aerospace and Defense Manufacturing Coalition was awarded \$40 million as a winner of the Department of Commerce's Build Back Better Regional Challenge. \$25 million of which was awarded directly to the El Paso International Airport to begin build out of a 250-acre Advanced Manufacturing District (AMD). The AMD will co-locate A&D teams and manufacturing operations with supportive services and training for manufacturing technology startups and small and medium manufacturers. The District will be purpose-built with a common physical, cyber and digital infrastructure that helps small and medium manufacturers overcome these prohibitively expensive barriers through shared infrastructure.

Phase 1 building facility construction includes a stand-alone 50,000 square foot building and two 100,000 square foot multi-tenant buildings.

COMMUNITY AND STAKEHOLDER OUTREACH:

A pre-proposal meeting was held on February 28, 2023. Number 44 suppliers were in attendance

SELECTION SUMMARY:

Solicitation was advertised on February 20, 2024 and February 27, 2024. The solicitation was posted on City website on February 20, 2024. There was a total of one hundred eleven (111) viewers online; six (6) proposals were received; three (3) from local suppliers.

CONTRACT VARIANCE:

NA

2024-0272R Advanced Manufacturing District

PROTEST

No protest received for this requirement.

PRIOR COUNCIL ACTION:

On March 28, 2023 City Council approved Design-Build Owner’s Representative Agreement with JMT for \$1,600,470.00.

AMOUNT AND SOURCE OF FUNDING:

Amount: \$2,815,127.16

Funding Source: Department of Commerce’s Build Back Better Regional Challenge Grant and Airport Enterprise Funds

Account: 562-3080-62330-580270-G6A23BBRC

562-3010-62330-580270-G6A23BBRC


REPORTING OF CONTRIBUTION OR DONATION TO CITY COUNCIL:

Report any contributions or donations to City Council of an accumulated total of \$500 or more. Report the name of the elected official and the amount.

| NAME | AMOUNT (\$) |
|------------------------------------|-------------|
| Form was provided to the applicant | |
| | |
| | |
| | |

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

DEPARTMENT HEAD:



Yvette Hernandez, City Engineer



K. Nicole Cote, Managing Director

Project Form
Design-Build

*****Posting Language Below *****

Please place the following item on the Regular Agenda for the City Council Meeting of January 22, 2025.

Strategic Goal 1 – Cultivate an Environment Conducive to Strong, Economic Development

The linkage to the Strategic Plan is subsection: No. 1.1 Grow existing and attract new target industries, including advanced manufacturing and international development; creating an innovation-driven culture of technology that fosters economic prosperity and creates high-paying career pathways.

Award Summary:

Discussion and action on the request that City Manager is authorized to execute the Design-Build documents considered to be the agreement (“Contract”) between the City of El Paso and Jordan Foster Construction, LLC, for the project known as the 2024-0272R Advanced Manufacturing District in an initial amount of two million eight hundred fifteen thousand one hundred twenty seven and 16/100 dollars (\$2,815,127.16) for work prior to the execution of the Design-Build Amendment; and that the City Engineer is authorized to approve additional preconstruction services in the amount of \$50,000.00 if the services are necessary for the proper execution of the project.

| | |
|------------------------|-----------------------------------------------------------------------------------------------------|
| Department: | Capital Improvement |
| Award to: | Jordan Foster Construction, LLC |
| City & State: | El Paso, TX |
| Item(s): | Pre-Construction Services |
| Total Estimated Award: | \$2,815,127.16 |
| Account(s): | 562-3080-62330-580270-G6A23BBRC 562-3010-62330-580270-G6A23BBRC |
| Funding Source(s): | Department of Commerce’s Build Back Better Regional Challenge Grant and Airport Enterprise Funds |
| District(s): | All |

This was a Design-Build Procurement – Service Contract

The Purchasing & Strategic Sourcing and Capital Improvement Departments recommend award as indicated to Jordan Foster Construction, LLC. The Design-build team offering the best value on the basis of the published selection criteria and on its ranking evaluations.

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

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

| Desing-Build Request for Qualifications | | | | | | | |
|----------------------------------------------------------------------|------------|------------------------------------|-------------------------------|------------------------------------|-----------------------------------------|-----------------------------|-------|
| PROJECT: 2024-0272R Design-Build for Advanced Manufacturing District | | | | | | | |
| | MAX POINTS | Banes General Contractors, Inc. | Catamount Constructors Inc | Jordan Foster Construction, LLC | Ridgemont Commercial Construction | Sundt Construction, Inc. | VEMAC |
| Factor A - Project Team | | | | | | | |
| Total Factor A | 20 | 17.75 | 18.25 | 19.75 | 18.25 | 19.75 | 13.25 |
| Factor B - Comparable Design Experience | | | | | | | |
| Total Factor B | 30 | 11.33 | 7.75 | 21.28 | 10.00 | 22.16 | 7.75 |
| Factor C - Comparable Construction Experience | | | | | | | |
| Total Factor C | 40 | 18.75 | 17.75 | 30.19 | 26.00 | 28.76 | 18.21 |
| Factor D - Project Delivery Approach | | | | | | | |
| Total Factor D | 10 | 8.25 | 7.25 | 8.75 | 8.75 | 9.75 | 6.50 |
| TOTAL SCORE | 100 | 56.08 | 51.00 | 79.97 | 63.00 | 80.42 | 45.71 |
| Rank | | | | 2 | | 1 | |

| Design-Build - Additional Information Request | | | |
|-----------------------------------------------------|--------|---------------------------------|--------------------------|
| PROJECT: 2024-0272R Advanced Manufacturing District | | | |
| | Weight | Jordan Foster Construction, LLC | Sundt Construction, Inc. |
| Factor 1 - Presentation | | | |
| | 10 | 7.96 | 8.27 |
| Factor 2 - Schedule | | | |
| | 15 | 11.11 | 10.60 |
| Factor 3 - Cost Methodology | | | |
| | 30 | 23.40 | 20.48 |
| Factor 4. Quality Control/Quality Assurance | | | |
| | 15 | 12.09 | 12.14 |
| Factor 5. Potential Project Betterments | | | |
| | 30 | 21.86 | 22.93 |
| Total Score | | 76.42 | 74.43 |
| Ranking | | 1 | 2 |

2024-0272R Advanced Manufacturing District

| | Supplier Name | City | State |
|----|-------------------------------------------|--------------|--------------|
| 1 | ConstructConnect | Cincinnati | OH |
| 2 | Bright Bolt Enterprises, Inc. | EL PASO | TX |
| 3 | AGs Imperial Construction & Roofing LLC | Horizon City | TX |
| 4 | ECM International Inc. | El Paso | TX |
| 5 | Access Communications Group, LLC | El Paso | TX |
| 6 | Construction Reporter | Albuquerque | NM |
| 7 | Cobb, Fendley & Associates, Inc. | Houston | TX |
| 8 | Dantex General Contractors | El Paso | TX |
| 9 | HUB International Texas, Inc. | El Paso | TX |
| 10 | GC Services Limited Partnership | Houston | TX |
| 11 | Quantum Engineering Consultants, Inc | El Paso | TX |
| 12 | AAA General Contractors, LLC | El Paso | TX |
| 13 | In*situ Architecture | El Paso | TX |
| 14 | Parkhill | El Paso | TX |
| 15 | J Carrizal General Constructio | El Paso | TX |
| 16 | Sites Southwest, LLC | El Paso | TX |
| 17 | ASA Architects, P.C. | El Paso | TX |
| 18 | Jordan Foster Construction, LLC | El Paso | TX |
| 19 | Textbook Warehouse | Alpharetta | GA |
| 20 | Broaddus & Associates | Austin | TX |
| 21 | Advanced Security Contractors, Inc. | EL PASO | TX |
| 22 | Pro-Action, Inc. | El Paso | TX |
| 23 | New Republic Architects | El Paso | TX |
| 24 | Spartan Construction of TX, Inc. | EL PASO | TX |
| 25 | RedGear LLC | El Paso | TX |
| 26 | Black Stallion Contractors, Inc. | El Paso | TX |
| 27 | alvidrez architecture inc | El Paso | TX |
| 28 | Exigo Architecture, LLC | El Paso | TX |
| 29 | Rio Grande Lighting | El Paso | TX |
| 30 | Sarabia's Portable Jons & Blue Sanitation | El Paso | TX |
| 31 | Countryman & Co. Architecture | El Paso | TX |
| 32 | CONSOR Engineers, LLC | Houston | TX |
| 33 | Civil Associates, Inc. | Dallas | TX |
| 34 | Virtual Builders Exchange | San Antonio | TX |
| 35 | EPX Construction Partners | El Paso | TX |
| 36 | Gracen Engineering & Construction, Inc. | El Paso | TX |
| 37 | Lake Flato Architects | San Antonio | TX |
| 38 | Precision MPI | El Paso | TX |
| 39 | MNK Architects | El Paso | TX |
| 40 | DBR Engineering Consultants, Inc. | El Paso | TX |
| 41 | Group Travel Consultants, Inc | Orlando | FL |
| 42 | Speridian Technologies LLC | Albuquerque | NM |
| 43 | BELLA IRRIGATION, LLC | El Paso | TX |
| 44 | Sundt Construction, Inc. | El Paso | TX |

2024-0272R Advanced Manufacturing District

| | Supplier Name | City | State |
|----|-------------------------------------------------|-----------------|--------------|
| 45 | El Paso A.R.C. Electric, Inc. | El Paso | TX |
| 46 | The PlanIt Room | El Paso | TX |
| 47 | Burke Insurance Group | Las Cruces | NM |
| 48 | Dodge Data & Analytics | Hamilton | NJ |
| 49 | EMJ Construction | Dallas | TX |
| 50 | DLP Services LLC | Del Rio | TX |
| 51 | MIJARES-MORA ARCHITECTS INC | EL PASO | TX |
| 52 | CORE Construction | Phoenix | AZ |
| 53 | Hensel Phelps Construction Co | Austin | TX |
| 54 | WOFFORD TRUCK PARTS | EL PASO | TX |
| 55 | HARDER STRUCTURAL ENGINEERING, LLC | El Paso | TX |
| 56 | Harrington Construction LLC DBA HB Construction | El Paso | TX |
| 57 | UebelKorp industries | El Paso | TX |
| 58 | In Depth Events, Inc. | Princeton | TX |
| 59 | Catamount Constructors Inc | San Antonio | TX |
| 60 | EFO Media | El Paso | TX |
| 61 | Shelby Distributions | El Paso | TX |
| 62 | Burman Construction, LLC | El Paso | TX |
| 63 | City of El Paso_PM_Humphrey | El Paso | TX |
| 64 | DEC - El Paso, LLC | El Paso | TX |
| 65 | DSI Medical Services Inc | Horsham | PA |
| 66 | Paso-Tex Industries LLC | El Paso | TX |
| 67 | For The Brand Marketing LLC | El Paso | TX |
| 68 | Rio Seco Ag and Supply | Clint | TX |
| 69 | Garver | Fayetteville | AR |
| 70 | Banes General Contractors, Inc. | El Paso | TX |
| 71 | VEMAC | El Paso | TX |
| 72 | Alliance Electrical Contractors | El Paso | TX |
| 73 | Gragg Risk Management LLC | El Paso | TX |
| 74 | Beltran Electrical Contractor, Inc. | El Paso | TX |
| 75 | Andrea Lara | el paso | TX |
| 76 | Riverbend Development Company | El Paso | TX |
| 77 | WGI, Inc. | West Palm Beach | FL |
| 78 | Ardurra Group, Inc. | Houston | TX |
| 79 | Nine Degrees Architecture + Design, Inc. | El Paso | TX |
| 80 | Noble General Contractors, LLC | El Paso | TX |
| 81 | The Barnyard tees | El Paso | TX |
| 82 | Blazing Property Services LLC | El Paso | TX |
| 83 | Weststar Title, LLC | El Paso | TX |
| 84 | Barragan and Associates, Inc | El Paso | TX |
| 85 | Rexcel Coatings Corporation | El Paso | TX |
| 86 | Johnson Controls Fire Protection | El P | TX |
| 87 | Sherwin Williams Protective Coatings | El Paso | TX |
| 88 | EyeMed Vision Care | Mason | OH |

2024-0272R Advanced Manufacturing District

| | Supplier Name | City | State |
|-----|----------------------------------------------|--------------|--------------|
| 89 | Colonial Life and Accident Insurance Company | Columbia | SC |
| 90 | AE Boulet LLC | El Paso | TX |
| 91 | SONDA USA | Dallas | TX |
| 92 | archiPELI | EL PASO | TX |
| 93 | Kindle Fischer Specialty Products | El Paso | TX |
| 94 | NMS Management Services, Inc | Palm Springs | FL |
| 95 | David Aber Construction, LLC | El Paso | TX |
| 96 | HSA Bank, a division of Webster Bank, N.A. | Milwaukee | WI |
| 97 | Trustmark Insurance Company | Lake Forest | IL |
| 98 | Mesa Skybridge LLC | Phoenix | AZ |
| 99 | COLWELL SHELOR LANDSCAPE ARCHITECTURE | PHOENIX | AZ |
| 100 | Jaynes Corporation of Texas | El Paso | TX |
| 101 | ADM Group Inc | Tempe | AZ |
| 102 | Walter P Moore | El Paso | TX |
| 103 | urban-gro, Inc. | Lafayette | CO |
| 104 | Dekker Perich Sabatini | El Paso | TX |
| 105 | Bridgers and Paxton Consulting Engineers | Albuquerque | NM |
| 106 | Ridgemont Commercial Construction | Irving | TX |
| 107 | PCG Concrete | El Paso | TX |
| 108 | TreanorHL | Lawrence | KS |
| 109 | Ximalli Security Solutions | El Paso | TX |
| 110 | El Paso International Airport | El Paso | TX |
| 111 | MC Services | El Paso | TX |

RESOLUTION

WHEREAS, on July 20, 2004, the City Council adopted a resolution approving the use of design-build as an alternative procurement method for construction projects, as permitted by Section 271.113 of the Texas Local Government Code (now Section 2269 of the Texas Government Code); and

WHEREAS, on August 26, 2014 the City Council directed that the alternative procurement method policies, including Design-Build policy, be revised to add a local preference evaluation criteria consistent with the Hire El Paso First ordinance to allow award of a construction contract to a Tier 1 bidder who is within 5 points of the highest ranked proposer who is not a resident of the municipality, if the amount of the bid is within 5% of the highest ranked proposer, or to a Tier 2 bidder who is within 5 point of the highest ranked proposer who is not a resident of the municipality, if the amount of the bid is within 2.5% of the highest ranked proposer; and

WHEREAS, consistent with Hire El Paso First ordinance, the City may award Tier 1 bidder or Tier 2 bidder if it determines that the Tier 1 or Tier 2 bidder offers the best combination of contract price and additional economic opportunities for the City created by the contract award; and

WHEREAS, on April 17, 2018 the City Council approved a resolution amending the delegation of authority from the City Engineer to the Director of Purchasing & Strategic Sourcing (“Director”) to determine which alternative construction project delivery method provides the best value for the City before advertising; and

WHEREAS, the Director considered the following criteria as a minimum basis for determining the circumstances under which the Design-build method for facilities is appropriate for the Advanced Manufacturing District project:

- (1) the extent to which the City can adequately define the project requirements;
- (2) the time constraints for the delivery of the project;
- (3) the ability to ensure that a competitive procurement can be held; and
- (4) the capability of the City to manage and oversee the project, including the availability of experienced personnel or outside consultants who are familiar with the design-build method of project delivery.

WHEREAS, the Director determined that the design-build method for facilities project for the Advanced Manufacturing District project is appropriate and provides the best value to the City; and

WHEREAS, the City of El Paso (“City”) issued a Request for Qualifications as part of the design-build project delivery method for facilities projects through solicitation 2024-0272 Advanced Manufacturing District (“Project”); and

WHEREAS, the City desires to select, Jordan Foster Construction, LLC a Texas Limited Liability Company (“Design-Builder”), as the Design-build firm for the Project after the evaluation of proposal submitted by Design-Builder, on the basis of the published selection criteria and additional information request on the ranking evaluations; and

WHEREAS, Design-Builder is a Tier1 bidder who is within 5 points of the highest ranked proposer, who is not a resident of the municipality, and whose bid amount is within 5% of the highest ranked proposer, and offers the best combination of contract price and additional economic opportunities of employing 70 residents of the municipality and subcontracting 25% of the value of the contract to local businesses; and

WHEREAS, the City negotiated a contract with Design-Builder and desires to enter into a contract for the 2024-0272R Advanced Manufacturing District with Design-Builder; and

WHEREAS, the initial contract award will commence the work prior to the execution of the design-build amendment and the parties understand that an amendment to establish the Guaranteed Maximum Price for the project will be subject to City Council approval.

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

1. THAT pursuant to the Hire El Paso First ordinance, the City Council determines that Jordan Foster Construction, LLC, a Texas Limited Liability Corporation (“Design- Builder”), offers the best combination of contract price and additional economic opportunities for the City created by the award of the 2024-0272R Advanced Manufacturing District contract; and

2. THAT the City Manager is authorized to execute the Design-Build documents considered to be the agreement (“Contract”) between the City of El Paso and Jordan Foster Construction, LLC ("Design-Builder"), for the project known as the 2024-0272R Advanced Manufacturing District in an initial amount of \$2,815,127.16 for work prior to the execution of the Design-Build Amendment; and that the City Engineer is authorized to approve additional preconstruction services in the amount of \$50,000.00 if the services are necessary for the proper execution of the project.

[Signatures begin on the following page]

APPROVED this ____ day of _____, 2025.

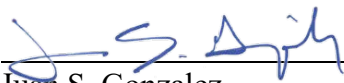
CITY OF EL PASO:

Renard U. Johnson
Mayor

ATTEST:

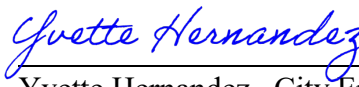
Laura D. Prine
City Clerk

APPROVED AS TO FORM:



Juan S. Gonzalez
Senior Assistant City Attorney

APPROVED AS TO CONTENT:



Yvette Hernandez., City Engineer
Capital Improvement Department

APPROVED AS TO CONTENT:



Nicole Cote, Managing Director
Purchasing & Strategic Sourcing Dept.

**STANDARD FORM OF AGREEMENT
BETWEEN OWNER AND DESIGN-BUILDER**

This Agreement is made and entered into as of the _____ day of _____, 2025 by and between the:

“Owner”

The City of El Paso
300 N. Campbell
El Paso, Texas 79901
915.212.0000 t

and

“Design-Builder”

Jordan Foster Construction, LLC

for the following Project:

2024-0272R Advanced Manufacturing District

ARTICLE 1 - GENERAL PROVISIONS

1.01 *Owner's Criteria:*

- A. This Agreement is based on the Owner's Criteria set forth in this Section 1.01 and Exhibit 1-A.
- B. *The Owner's program for the Project:*
- Bridging Document and Additional Information Document.
- C. *The Owner's design requirements for the Project and related documentation::*
The scope of services and work will include the planning, development, design, engineering, and construction of the site work, facilities, parking, roadways, and related improvements for the Project, including but not limited to all architect, engineering, construction, and other services necessary for the successful development, execution and completion of the Project. The Design Build Team shall perform all services and work necessary to complete and deliver the Turn-Key Project in accordance with the terms of the Design Criteria Package.
- D. *The Project's physical characteristics*
To the extent available, the Owner has provided Design-Builder all geotechnical and other survey data in its possession. If no geotechnical data is available and provide to the Design-Builder, Design-Builder shall be required to retain a geotechnical engineer to perform geotechnical analysis. If geotechnical data is available and provided to the Design-Builder by Owner, the Design-Builder may, at its election, retain its own geotechnical firm and a registered professional land surveyor to generate any data that Design-Builder will require for the performance of its work. Costs for such consultants may be included in the Cost of the Work as described herein.
- E. Incentive programs the Owner intends to pursue for the Project, including those related to the Sustainable Objective, and any deadlines for receiving the incentives that are dependent on, or related to, the Design-Builder's services, are as follows:
- F. The Owner's budget for the Work to be provided by the Design-Builder is \$36,500,000.00.
- G. The Owner's design and construction milestone dates:
1. Design phase milestone dates :

Evaluation of Owner's Criteria

10 calendar days

- | | |
|------------------------------------------|------------------|
| Preliminary Design-Schematic Design | 30 Calendar Days |
| Early GMP Packet for Earthwork/Utilities | May 28, 2025 |
| Anticipated Construction Start | August 11, 2025 |
2. Design Development (60%) July 3, 2025
 3. Building Package GMP (Based on 60% CD's) October 14, 2025
 4. Design-Build Amendment TBD
 5. Construction Phase NTP TBD
 6. Substantial Completion date TBD
 7. Final Completion TBD
- H.** The Owner requires the Design-Builder to retain the following Architect, Consultants and Contractors at the Design-Builder's cost:
1. Architect: Landscape Architect, Architect
 2. Consultants: Civil Engineer, Electrical Engineer, Mechanical/Plumbing Engineer, Registered Engineer, and Surveyor, UXO (Unexploded Explosive Ordinance) escort (if needed), structural Engineer, LEED Consultant, Licensed Irrigator and all necessary consultants to fulfill the SOW of the project
 3. Contractors: Site work, electrical, mechanical/plumbing, structural, Special systems, specialties, concrete, masonry, wood, thermal and moisture protection, openings, equipment, FFE, Fire suppression, utilities, landscaping, and all necessary contractors to comply with SOW
- I.** Additional Owner's Criteria upon which the Agreement is based:
Design/Build additional information and bridging documents
- J.** The Design-Builder shall confirm that the information included in the Owner's Criteria complies with applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities.
- K.** If the Owner's Criteria conflicts with applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, the Design-Builder shall notify the Owner of the conflict.

- L. If there is a change in the Owner's Criteria, the Owner and the Design-Builder shall execute a Modification in accordance with Article 6.
- M. If the Owner and Design-Builder intend to transmit Instruments of Service or any other information or documentation in digital form, they shall endeavor to establish necessary protocols governing such transmissions.

1.02 ***Project Team***

- A. The Owner identifies the following representative in accordance with this agreement:
City Engineer or Designee
- B. The persons or entities, in addition to the Owner's representative, who are required to review the Design-Builder's Submittals are as follows:
City Engineer or Designee
- C. The Owner will retain the following consultants and separate contractors:
 - 1. Consultant
 - 2. Contractor
- D. The Design-Builder identifies the following representative in accordance with this agreement:
 - 1. TBD
- E. Neither the Owner's nor the Design-Builder's representative shall be changed without ten days' written notice to the other party. The Design-Builder's representative may be replaced only with Owner's approval, but such approval shall not be unreasonably withheld, delayed or conditioned.

1.03 ***Binding Dispute Resolution***

Disputes will be resolved in accordance with the General Conditions.

1.04 ***Prevailing Wage Rates***

Design-Builder and any subcontractor shall pay not less than the general prevailing wage rates contained herein in Exhibit 4, to all laborers, workmen and mechanics employed by them in the execution of this contract in accordance with Section 7.02 of the General Conditions.

1.05 ***Apprenticeship Program***

Construction Manager and any subcontractor shall also comply with the Owner's Apprenticeship Program attached and incorporated to this Agreement herein in Exhibit 5.

1.06 ***Definitions***

Unless otherwise stated in this Section, the Terms used in this Agreement will have the meanings indicated in the General Conditions.

A. *Design-Build Documents*

The Design-Build Documents consist of this Agreement between Owner and Design-Builder and its attached Exhibits (hereinafter, the “Agreement”); the General Conditions; other documents listed in this Agreement; and Modifications issued after execution of this Agreement. A Modification is (1) a written amendment to the Contract signed by both parties, including the Design-Build Amendment, (2) a Change Order, or (3) a Change Directive.

B. *The Contract*

The Design-Build Documents form the Contract. The Contract represents the entire and integrated agreement between the parties and supersedes prior negotiations, representations or agreements, either written or oral. The Contract may be amended or modified only by a Modification. The Design-Build Documents shall not be construed to create a contractual relationship of any kind between any persons or entities other than the Owner and the Design-Builder.

C. *The Work*

The term “Work” means the design, construction and related services required to fulfill the Design-Builder’s obligations under the Design-Build Documents, whether completed or partially completed, and includes all labor, materials, equipment and services provided or to be provided by the Design-Builder. The Work may constitute the whole or a part of the Project.

D. *The Project*

The Project is the total design and construction of which the Work performed under the Design-Build Documents may be the whole or a part, and may include design and construction by the Owner and by separate contractors.

E. *Instruments of Service*

Instruments of Service are representations, in any medium of expression now known or later developed, of the tangible and intangible creative work performed by the Design-Builder, Contractor(s), Architect, and Consultant(s) under their respective agreements. Instruments of Service may include, without limitation, studies, surveys, models, sketches, drawings, specifications, digital models and other similar materials. \

F. *Submittals*

A Submittal is any submission to the Owner for review and approval demonstrating how the Design-Builder proposes to conform to the Design-Build Documents for those portions of the Work for which the Design-Build Documents require Submittals. Submittals include, but are not limited to, shop drawings, product data, and samples. Submittals are not Design-Build Documents unless incorporated into a Modification.

G. *Cost Effective Schedule*

A construction schedule developed by the prime contractor which takes into account coordination with suppliers/vendors and subcontractors. The cost-effective schedule will serve as a tool to identify issues with delivery dates, availability of special equipment, materials, and manpower in order to mitigate cost and time growth.

H. *Owner*

The Owner is the person or entity identified as such in the Agreement and is referred to throughout the Design-Build Documents as if singular in number. The term “Owner” means the Owner or the Owner’s authorized representative.

I. *Design-Builder*

The Design-Builder is the person or entity identified as such in the Agreement and is referred to throughout the Design-Build Documents as if singular in number. The term “Design-Builder” means the Design-Builder or the Design-Builder’s authorized representative.

J. *Consultant*

A Consultant is a person or entity providing professional services for the Design-Builder for all or a portion of the Work, and is referred to throughout the Design-Build Documents as if singular in number. To the extent required by the relevant jurisdiction, the Consultant shall be lawfully licensed to provide the required professional services.

K. *Architect*

The Architect is a person or entity providing design services for the Design-Builder for all or a portion of the Work, and is lawfully licensed to practice architecture in the applicable jurisdiction. The Architect is referred to throughout the Design-Build Documents as if singular in number.

L. *Contractor*

A Contractor is a person or entity performing all or a portion of the construction, required in connection with the Work, for the Design-Builder. The Contractor shall be lawfully licensed, if required in the jurisdiction where the Project is located. The Contractor is referred to throughout the Design-Build Documents as if singular in number and means a Contractor or an authorized representative of the Contractor.

M. *Engineer*

The Engineer is a person or entity providing design services for the Design-Builder for all or a portion of the Work, and is lawfully licensed to practice engineering in the applicable jurisdiction. The Engineer is referred to throughout the Design-Build Documents as if singular in number.

N. *Schematic Design Documents (30% SDs)*

Documents developed during the first phase of design and submitted to Owner for review and approval prior to proceeding with the work for the Design Development Documents.

O. *Design Development Documents (60% DDs)*

Drawings and Specifications that include developing structural, layout, grading, utilities, mechanical, and electrical drawings and specifying materials and the probable cost of construction.

P. *Pre-Construction Services*

Including but not limited to;

- a. Update Spatial Needs Assessment
- b. Site Analysis
- c. Geotechnical Engineering
- d. Master Planning
- e. Conceptual Building Design
- f. Preliminary Technology Review
- g. Cost Estimates / Development of GMP
- h. Final Report + Briefing / Presentation
- i. Project Reimbursable Expense Allowance
- j. Conceptual building and site plans
- k. Conceptual project sketches, drawings and renderings
- l. Base schedules
- m. Project budgets
- n. Value engineering when applicable

Q. *Building Information Modeling (BIM)*

A digital representation of physical and functional characteristics of a facility. A BIM is a shared knowledge resource for information about a facility forming a reliable basis for decisions during its life-cycle; defined as existing from earliest conception to demolition.

R. *Design-Build Amendment*

The Design-Build Amendment is executed after the Design-Builder completes the design phase of services and provides the Owner with a Design-Build Proposal. Upon agreement to a proposal, the Owner and Design-Builder are required to execute the Design-Build Amendment, which becomes a part of the Agreement. The Design-Build Amendment establishes the Contract Sum and Contract Time and sets forth the agreed upon design documents and other information upon which the Contract Sum and Contract Time are based. In establishing the Contract Sum, the parties can choose a Stipulated Sum or Cost of the Work (with or without a GMP). If the parties choose Cost of the Work, the Amendment establishes the items included within the Cost of the Work.

S. Design Builder Contingency

Design build contractor, can utilize Design build contingency, for both design and construction contingency. Contingency can be utilized during design to assure that the design addresses full scope at project completion. During Construction, contingency can be utilized to clarify design as necessary to provide a fully functioning facility that meets all scope requirements, changes in market conditions, and issues that occur through no fault of the contractor, including supplementing subcontractors and suppliers to assure an on-time completion of the design and full scope. Contingencies shall not be used to correct construction deficiencies, rework, quality control issues or warranty, for internal staffing necessary for contractor-controlled delays and shall not be utilized to cover costs of liquidated damages.

T. Owner's contingency

Owner's contingency shall be utilized solely at the Owners discretion to address and authorize additional scopes of work not included in the original requirements. Owner's contingency can be utilized to address any differing site conditions identified during construction.

U. Allowances

Allowance shall be included and identified in the GMP per the direction of the City, for the sole purpose to address design and construction activities where scope is not clear and quantifiable at the time of development of the GMP proposal. Allowance shall specify the general scope for that allowance and may be subject to approval by the City. Funds remaining in an allowance upon completion of the specific SOW will transfer to Owner's contingency

V. Buyout savings

The difference between the cost for portions of work budgeted on the GMP including construction Manager's Fee and the actual cost of work received by Design Builder during bidding when the cost for the portion of work is less than the amount budgeted in the GMP proposal approved by the owner.

ARTICLE 2 -THE WORK OF THIS CONTRACT

2.01 Design-Builder shall perform all design, engineering, procurement, construction, start-up and performance testing services, and provide all material, equipment, tools and labor, necessary to complete the Project, including all the work described in and reasonably inferable from the Contract Documents. All performance items described herein shall be referred to as the "Work".

The Contract Documents for this Project include this Standard Form of Agreement and the following documents, if applicable:

Addenda issued by Design-Builder
General Conditions

Performance and Payment Bonds
Insurance Rider
Request for Qualifications (RFQ) 2024-0272R and Statement of Qualifications
Additional Information Request and Proposal
Technical Specifications
Drawings
Bridging Documents
Design-Build Additional information document

ARTICLE 3 - GENERAL REQUIREMENTS OF THE WORK OF THE DESIGN-BUILD CONTRACT

3.01 *General*

- A.** The Design-Builder shall comply with any applicable licensing requirements in the jurisdiction where the Project is located.
- B.** The Design-Builder shall designate in writing a representative who is authorized to act on the Design-Builder's behalf with respect to the Project.
- C.** The Design-Builder shall perform the Work in strict accordance with the Design-Build Documents. This obligation shall be absolute. The Design-Builder shall not be relieved of the obligation to perform the Work in accordance with the Design-Build Documents by the activities, tests, inspections or approvals of the Owner.
 - 1.** The Design-Builder shall perform the Work in compliance with applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities. If the Design-Builder performs Work contrary to applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities, the Design-Builder shall assume responsibility for such Work and shall bear the costs attributable to correction.
 - 2.** Neither the Design-Builder nor any Contractor, Consultant, Engineer or Architect shall be obligated to perform any act which they believe will violate any applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities. If the Design-Builder determines that implementation of any instruction received from the Owner, including those in the Owner's Criteria, would cause a violation of any applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, the Design-Builder shall notify the Owner in writing. Upon verification by the Owner that a change to the Owner's Criteria is required to remedy the violation, the Owner and the Design-Builder shall execute a Modification in accordance with Article 6.

The Design-Builder shall be responsible to the Owner for acts and omissions of the Design-Builder's employees, Engineer, Architect, Consultants, Contractors, and their

agents and employees, and other persons or entities performing portions of the Work. In addition, the Design-Builder represents that all subcontractors performing services under this agreement have all applicable licenses by the State to perform such services.

D. *General Consultation*

The Design-Builder shall schedule and conduct progress meetings with the Owner, on a weekly basis, to review matters such as procedures, progress in design and/or construction, coordination (Design-Builder shall be responsible for all utilities cost and coordination), and scheduling of the Work.

E. When applicable law requires that services be performed by licensed professionals, the Design-Builder shall provide those services through qualified, licensed professionals in accordance with the Texas Occupations Code and all applicable legal standards of care applicable to design professionals.

F. The Design-Builder, with the assistance of the Owner, shall prepare and file documents required to obtain necessary approvals of governmental authorities having jurisdiction over the Project.

G. *Progress Reports*

1. The Design-Builder shall keep the Owner informed of the progress and quality of the Work. On a monthly basis, or otherwise as agreed to by the Owner and Design-Builder, the Design-Builder shall submit written progress reports to the Owner, showing estimated percentages of completion and other information identified below:

- a.** Work completed for the period;
- b.** Project schedule status;
- c.** Submittal schedule and status report, including a summary of outstanding Submittals;
- d.** Responses to requests for information to be provided by the Owner;
- e.** Approved Change Orders and Change Directives;
- f.** Pending Change Order and Change Directive status reports;
- g.** Tests and inspection reports;
- h.** Status report of Work rejected by the Owner;
- i.** Status of Claims previously submitted in accordance with Article 14;
- j.** Cumulative total of the Cost of the Work to date including the Design-Builder's compensation and Reimbursable Expenses, if any;
- k.** Current Project cash-flow and forecast reports; and
- l.** Additional information as agreed to by the Owner and Design-Builder.

2. In addition, where the Contract Price is the Cost of the Work with a Guaranteed Maximum Price, the Design-Builder shall include the following additional information in its progress reports:

- a. Design-Builder's work force report;
- b. Equipment utilization report;
- c. Cost summary, comparing actual costs to updated cost estimates.
- d. Constructability report, and
- e. Value Engineering

H. *Design-Builder's Schedules*

The Design-Builder, promptly after execution of this Agreement, shall prepare and submit for the Owner's information and approval a schedule for the Work. The schedule, including the time required for design and construction, shall not exceed time limits current under the Design-Build Documents, shall be revised at appropriate intervals as required by the conditions of the Work and Project, shall be related to the entire Project, shall provide for expeditious and practicable execution of the Work, and shall include allowances for periods of time required for the Owner's review and for approval of submissions by authorities having jurisdiction over the Project. In no circumstance shall the preparation and presentation of a schedule extending the completion beyond the time limits contained in the Design-Build Documents entitle the Design-Builder to an extension of time absent a fully executed change order extending such contract time.

The Design-Builder shall perform the Work in general accordance with the most recent schedules submitted to the Owner. The schedule shall be updated regularly and in advance of periodic Project meetings with the Owner and Owner's Engineer. Such schedules shall be posted at the Project meetings in a convenient location for review and approval by the Owner.

I. *Certifications*

Upon the Owner's written request, the Design-Builder shall obtain from the Architect, Engineer, Consultants, and Contractors, and furnish to the Owner, certifications with respect to the documents and services provided by the Architect, Engineer, Consultants, and Contractors (a) that, to the best of their knowledge, information and belief, the documents or services to which the certifications relate (i) are consistent with the Design-Build Documents, except to the extent specifically identified in the certificate, and (ii) comply with applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities governing the design of the Project; and (b) that the Owner and its consultants shall be entitled to rely upon the accuracy of the representations and statements contained in the certifications.

J. *Design-Builder's Submittals*

1. Prior to submission of any Submittals, the Design-Builder shall prepare a Submittal schedule, and shall submit the schedule for the Owner's approval. The Owner's approval shall not unreasonably be delayed or withheld. The Submittal schedule shall (1) be coordinated with the Design-Builder's schedule provided in this Section, (2) allow the Owner reasonable time to review Submittals, and (3) be periodically updated to reflect the progress of the Work. If the Design-Builder fails to submit a Submittal schedule, the Design-Builder

shall not be entitled to any increase in Contract Price or extension of Contract Time based on the time required for review of Submittals.

2. By providing Submittals the Design-Builder represents to the Owner that it has (1) reviewed and approved them, (2) determined and verified materials, field measurements and field construction criteria related thereto, and (3) checked and coordinated the information contained within such Submittals with the requirements of the Work and of the Design-Build Documents.
3. The Design-Builder shall perform no portion of the Work for which the Design-Build Documents require Submittals until the Owner has approved the respective Submittal.
4. The Work shall be in accordance with approved Submittals. Work done in compliance of an approved Submittal does not relieve the Design-Builder of its responsibility to perform the Work consistent with the requirements of the Design-Build Documents and the design intent if the Work subject to an approved Submittal fails or is deemed defective by the Owner. The Work may deviate from the Design-Build Documents only if the Design-Builder has notified the Owner in writing of a deviation from the Design-Build Documents at the time of the Submittal and a Modification is executed authorizing the identified deviation. The Design-Builder shall not be relieved of responsibility for errors or omissions in Submittals or by the Owner's approval of the Submittals.
5. All professional design services or certifications to be provided by the Design-Builder, including all drawings, calculations, specifications, certifications, shop drawings and other Submittals, shall contain the signature and seal of the licensed design professional preparing them. Submittals related to the Work designed or certified by the licensed design professionals, if prepared by others, shall bear the licensed design professional's written approval. The Owner and its consultants shall be entitled to rely upon the adequacy, accuracy and completeness of the services, certifications or approvals performed by such design professionals.

K. *Warranty*

The Design-Builder's warranty obligations shall be governed in accordance with Paragraph 7.17 of the General Conditions.

L. *Royalties, Patents and Copyrights*

The Design-Builder's royalty, patent, and copyright obligations shall be governed in accordance with Paragraph 7.07 of the General Conditions.

M. *Indemnification*

The Design-Builder's indemnify obligations shall be governed in accordance with the General Conditions.

**ARTICLE 4 - WORK PRIOR TO EXECUTION OF THE DESIGN-BUILD
AMENDMENT**

4.01 *General*

- A.** Any information submitted by the Design-Builder, and any interim decisions made by the Owner, shall be for the purpose of facilitating the design process and shall not modify the Owner's Criteria unless the Owner and Design-Builder execute a Modification.
- B.** The Design-Builder shall advise the Owner on proposed site use and improvements, selection of materials, and building systems and equipment. The Design-Builder shall also provide the Owner with recommendations, consistent with the Owner's Criteria, on constructability; availability of materials and labor; time requirements for procurement, installation and construction; conceptual schedules and budgets, evaluation of design professionals, risk identification and mitigation, constructability assessments, project phasing assessments, reviews of drawings and specifications, monitoring of the design process, develop a Guaranteed Maximum Price that meets budget restraints and factors related to construction cost including, but not limited to, costs of alternative designs or materials, preliminary budgets, life-cycle data, and possible cost reductions.

4.02 *Evaluation of the Owner's Criteria*

- A.** The Design-Builder shall schedule and conduct meetings with the Owner, Owner's Program Manager and any other necessary individuals or entities to discuss and review the Owner's Criteria. The Design-Builder shall thereafter again meet with the Owner to discuss a preliminary evaluation of the Owner's Criteria. The preliminary evaluation shall address possible alternative approaches to design and construction of the Project and include the Design-Builder's recommendations, if any, with regard to accelerated or fast-track scheduling, procurement, or phased construction. The preliminary evaluation shall consider cost information, constructability, and procurement and construction scheduling issues. Consideration of fast-track and phased construction shall be addressed by Design-Builder due to Owner's specific concerns relating to Project delivery and schedule constraints for the end-users of the Project.
- B.** After the Design-Builder meets with the Owner and presents the preliminary evaluation, the Design-Builder shall provide a written report to the Owner, summarizing the Design-Builder's evaluation of the Owner's Criteria. The report shall also include:
 - 1.** allocations of program functions, detailing each function and their square foot areas;
 - 2.** a preliminary estimate of the Cost of the Work, and, if necessary, recommendations to adjust the Owner's Criteria to conform to the Owner's budget;

3. a preliminary schedule, which shall include proposed design milestones; dates for receiving additional information from, or for work to be completed by, the Owner; anticipated date for the Design-Builder's Proposal; and dates of periodic design review sessions with the Owner.
 4. recommended testing and surveys that should be conducted prior to the development of the plans and specifications
 5. Quality control programs that ensure the design meets the Owner's requirements and applicable codes, standards, etc. The Design- Builder shall submit for Owner review the following items:
 - Project reporting procedures
 - Quality Control and Testing program; and safety program
- C. The Owner shall review the Design-Builder's written report and, if acceptable, provide the Design-Builder with written consent to proceed to the development of the Design Development Documents. The consent to proceed shall not be understood to modify the Owner's Criteria unless the Owner and Design-Builder execute a Modification.

4.03 Schematic Design Documents (30% SDs) and *Design Development Documents (60% DDs)*

- A. Upon the Owner's issuance of a written consent to proceed, the Design-Builder shall prepare and submit Design Development Documents to the Owner. The Design Development Documents shall include a report identifying any deviations from the Owner's Criteria, the design development shall meet the requirements stipulated in Exhibit 1-A: Design/Construction Service Package, the design development include but not limited to the following:
1. Confirmation of the allocations of program functions;
 2. Site plan, including preliminary grading, utility infrastructure, storm water management, all proposed structures, parking and circulation.
 3. Building plans, sections and elevations;
 4. Structural system;
 5. Selections of major building systems, including but not limited to mechanical, electrical, special systems, landscaping, and plumbing systems, and
 6. Outline specifications or sufficient drawing notes describing construction materials.

The Design Development Documents should include some combination of physical study models, perspective sketches, 3-dimensional renderings or digital modeling, energy conservation approach and building systems parameters

- B. The Owner shall review the Design Development Documents and, if acceptable, provide the Design-Builder with written consent to proceed to development of the Design-Builder's Proposal. The Design Development Documents shall not modify the Owner's Criteria unless the Owner and Design-Builder execute a Modification.

4.04 *Pre-Construction Services.*

- A. The Design-Builder shall execute Pre-Construction Services, as defined in this agreement throughout work prior to execution of the Design-Build Amendment and prior to construction commencing.
- B. A fully integrated Building Information Modeling (“BIM”), shall be used by Design-Builder throughout the entirety of the design and construction of the project. The parties to this agreement will use and rely the Models developed and transmitted by Design-Builder. The extent of the use of BIM in the Project shall be at the Owner’s discretion.

4.05 *Design-Builder’s Proposal*

- A. Upon the Owner’s issuance of a written consent to proceed, the Design-Builder shall prepare and submit the Design-Builder’s Proposal to the Owner. The Design-Builder’s Proposal shall include the following:
 - 1. A list of the Design Development Documents (60%) and other information, including the Design-Builder’s clarifications, assumptions and deviations from the Owner’s Criteria, upon which the Design-Builder’s Proposal is based;
 - 2. The proposed Guaranteed Maximum Price (GMP), including the compensation method and, if based upon the Cost of the Work plus a fee, a written statement of estimated cost organized by trade categories, allowances, contingencies, Design-Builder’s Fee, and other items that comprise the Contract Price;
 - 3. The proposed date the Design-Builder shall achieve Substantial Completion;
 - 4. An enumeration of any qualifications and exclusions, if applicable;
 - 5. A list of the Design-Builder’s key personnel, Contractors and suppliers; and
 - 6. The date on which the Design-Builder’s Proposal expires.
- B. Submission of the Design-Builder’s Proposal shall constitute a representation by the Design-Builder that it has visited the site, evaluated the conditions and features of the site, made determinations relevant to design and construction relating to such evaluations, and become familiar with local conditions under which the Work is to be completed.
- C. If the Owner and Design-Builder agree on a proposal, the Owner and Design-Builder shall execute the Design-Build Amendment setting forth the terms of their agreement.

ARTICLE 5 - WORK FOLLOWING EXECUTION OF THE DESIGN-BUILD AMENDMENT

5.01 *General*

Unless otherwise specified herein, all work performed pursuant to this Article shall be governed in accordance with the General Conditions.

5.02 *Construction Documents*

- A.** Upon the execution of the Design-Build Amendment, the Design-Builder shall prepare Construction Documents through 100% design and permitting. The Construction Documents shall establish the quality levels of materials and systems required. The Construction Documents shall be consistent with the Design-Build Documents.
- B.** The Design-Builder shall provide the Construction Documents to the Owner for the Owner's information and approval. If the Design-Builder has included any deviations between the Construction Documents and the Design-Build Documents, the Design-Builder shall notify the Owner of such deviations in writing. The Construction Documents shall not modify the Design-Build Documents unless the Owner and Design-Builder execute a Modification. The failure to notify the Owner of any such deviations shall not relieve the Design-Builder of the obligation to perform the Work in accordance with the Design-Build Documents.

5.03 *Construction*

- A. Commencement.** Except as otherwise permitted in this Section, construction shall not commence prior to execution of the Design-Build Amendment.
- B. General Intent.**
The Design-Builder shall perform all Work and construction administration services necessary to construct the Project in accordance with the Contract for Design/Build Construction and to render the Project and all of its components operational and functionally and legally usable.
- C. Order of Precedence.**
In accordance with the approved/acceptance design and meeting all elements of the Owner's requirements.
- Any betterments accepted on the proposal
 - Any requirements of the identified owner requirements
 - Any requirements of the Owner accepted design documents
- E. Construction Supervision.**
Commencing with the award of the agreement and terminating on the date of Final Completion, the Design/Builder shall provide the services described herein.
1. The Design/Builder shall provide/ generate redlines during construction, and provide administration of the Construction Documents.
 2. The Design/Builder shall supervise and direct the Work at the Site. The Design/Builder shall, at a minimum, staff the Project Site with personnel who shall:
 - supervise and coordinate the Design/Builder's personnel and act as its primary liaison with the Owner;
 - coordinate trade contractors and suppliers, and supervise Site construction management services;

- be familiar with all trade divisions and trade contractors' scopes of Work, all applicable building codes and standards, and the Contract for Design/Build Construction;
- check, review, coordinate and distribute shop drawings and check and review materials delivered to the Site, regularly review the Work to determine its compliance with the Construction Documents and this Agreement, confer with the appropriate Owner's consultant(s) as necessary to assure acceptable levels of quality;
- prepare and maintain Project records and process documents;
- schedule and conduct weekly progress meetings with subcontractors to review such matters as jobsite safety, job procedures, construction progress, schedule, shop drawing status, submittal log, RFI logs, and other information as necessary and provide notification of, and minutes from, such meetings to Owner; schedule and conduct weekly progress meetings with the Owner to review such matters as construction progress, schedule, shop drawing status, and other information as necessary; and
- make provision for Project security to protect the Project site and materials stored off-site against theft, vandalism, fire and accidents as required by the Design/Build General Terms and Conditions.

ARTICLE 6 - CHANGES IN THE WORK

6.01 *General*

A Change Order or Change Directive may accomplish a change or Modification in the Work after execution of the Contract, and without invalidating the Contract, subject to the limitations stated in the General Conditions.

ARTICLE 7 - OWNER'S RESPONSIBILITIES

7.01 *General*

The Owner's responsibilities shall be governed in accordance with the General Conditions.

ARTICLE 8 - CONTRACT TIME AND COMPLETION

8.01 *General*

The Design-Builder's obligations with respect to the Contract Time shall be governed in accordance with the General Conditions, unless otherwise stated in this Article.

- A.** Time limits stated in the Design-Build Documents are of the essence of the Contract. In all aspects of the Work, time is of the essence of the Contract. Additionally, time limits stated in the Design-Build Documents are of the essence. By executing the

Design-Build Amendment the Design-Builder confirms that the Contract Time is a reasonable period for performing the Work.

- B. The Design-Builder shall not, except by agreement of the Owner in writing, commence the Work prior to the effective date of insurance, other than property insurance, required by this Contract. The Contract Time shall not be adjusted as a result of the Design-Builder's failure to obtain insurance required under this Contract.
- C. The Design-Builder shall proceed expeditiously with adequate forces and shall achieve Substantial Completion within the Contract Time.
- D. The date of commencement of the Work shall be stated in a Notice to Proceed issued by the Owner.
- E. The Contract Time shall be measured from the date of commencement.
- F. **Substantial Completion.** The Design-Builder shall achieve Substantial Completion of the entire Work not later than **TBD** calendar days from the date of commencement subject to and adjustments of this Contract Time as provided in the Contract Documents and Changer Orders modifying and extending this Agreement. It is specifically understood and agreed to by and between Owner and Design-Builder that time is of the essence in the substantial completion of the Work, and that failure to substantially complete the Work within the designated period, or as it may be extended, shall be construed as a breach of this Agreement.
- G. **Final Completion.** The Design-Builder shall achieve Final Completion of the entire Work not later than **TBD** calendar days from the date of commencement subject to and adjustments of this Contract Time as provided in the Contract Documents and Changer Orders modifying and extending this Agreement. It is specifically understood and agreed to by and between Owner and Design-Builder that time is of the essence in the substantial completion of the Work, and that failure to substantially complete the Work within the designated period, or as it may be extended, shall be construed as a breach of this Agreement.
- H. Utility transfer to the City of El Paso shall not take place until **Final Completion**.

8.02 *Delays and Extensions of Time:* Unless otherwise set forth in this Section, Project delays shall be governed in accordance with the General Conditions.

- A. Claims relating to time shall be made in accordance with applicable provisions of Article 12 of the General Conditions.
- B. This Section 8.02 does not preclude recovery of damages for delay by Owner under other provisions of the Design-Build Documents.

- C.** Should the Design-Builder default on its obligations to make progress and complete the Work on time, as allowed in the Contract Documents, the Owner may withhold or deduct all costs and damages for compensable delay caused by the Design-Builder from the Contract Price. Such costs shall include any attorney's fees, and all other costs, expenses, and damages actually incurred by the Owner as a result of such delay. Owner's delay damages, may be incidental to and not directly associated with the Project.
- D.** The Design-Builder shall receive no financial compensation for delay or hindrance of the Work. In no event shall the Owner be liable to the Design-Builder for any damages arising out of or associated with any delay or hindrance to the Work, regardless of the source of the delay or hindrance. The Design-Builder's sole remedy for delay or hindrance shall be an extension of time, provided the delay must be beyond the control and without the fault of negligence of the Design-Builder.
- E.** The procedure for the determination of time extensions for unusually severe weather. In order for the Owner to award a time extension under this clause, the following conditions must be satisfied.
1. The weather experienced at the Project site during the Contract period must be found to be unusually severe, that is, more severe than the adverse weather anticipated for the Project location during any given month.
 2. The unusually severe weather must actually cause a delay to the completion of the Project.
- F.** The following schedule of monthly anticipated adverse weather delays is based on National Oceanic and Atmospheric Administration (NOAA) or similar data for the Project location and will constitute the base line for monthly weather time evaluations. The Design-Builder's activity durations provided in the progress schedule must reflect these anticipated adverse weather delays in all-weather dependent activities.

**MONTHLY ANTICIPATED ADVERSE WEATHER DELAY
WORK DAYS BASED ON FIVE (5) DAY WORK WEEK**

| JAN | FEB | MAR | APR | MAY | JUNE | JULY | AUG | SEPT | OCT | NOV | DEC |
|-----|-----|-----|-----|-----|------|------|-----|------|-----|-----|-----|
| (1) | (3) | (0) | (1) | (1) | (2) | (0) | (8) | (5) | (1) | (1) | (2) |

- G.** For the duration of the Contract, the Design-Builder shall maintain in its daily reports an accurate and contemporaneous record of the occurrence of adverse weather and resultant impact to normally scheduled Work. Delay from adverse weather unless Work on the overall Project's critical activities is prevented for 50 percent or more of the Design-Builder's scheduled work day. The number of actual adverse weather days

shall be calculated monthly. If the number of actual adverse weather delay days in a month exceed the number of days for that month as referenced above, the Owner upon notification by the Design-Builder, will convert any qualifying delays to calendar days, giving full consideration for equivalent fair-weather work days, and a modification shall be issued in accordance with the Contract.

H *Liquidated Damages*

The Design-Builder acknowledges and recognizes that the Owner is entitled to full and beneficial occupancy and use of the completed work following expiration of the Contract Time. The Design-Builder further acknowledges and agrees that, if the Design-Builder fails to meet the Substantial Completion or Final Completion dates for the completion of any portion of the Work within the Contract time, the Owner will sustain actual damages as a result of such failure. The exact amount of such damages will be difficult to ascertain. Therefore, the Owner and Design Builder agree that, if the Design-Builder shall neglect, fail, or refuse to achieve substantial completion of the Work by the Substantial Completion or Final Completion date , subject to proper extension granted by the Owner, then the Design-Builder agrees to pay the Owner the sum stipulated herein for each day in which such Work is not completed, not as penalty, but as liquidated damages, for the damages (“Liquidated Damages”) that would be suffered by Owner as a result of delay for each and every calendar day that the Design-Builder shall have failed to have completed the Work as required herein. The Liquidated Damages shall be in lieu of any and all other damages which may be incurred by Owner as a result of the failure of Design-Builder to complete within the Contract Time.

1. Design-Builder agrees to pay, as liquidated damages, the sum of TBD for each consecutive calendar day after the date of Substantial Completion.
2. Design Builder agrees to pay, as liquidated damages, the sum of TBD for each consecutive calendar day after the date of Final completion. \

I. *Mutual Waiver of Consequential Damages*

Excluding losses covered by insurance required by the Contract Documents, the Owner and Design-Builder agree to waive all claims against each other for any consequential damages that may arise out of or relate to this Agreement except for those specific items of damages excluded from this waiver as mutually agreed upon by the Parties and identified below. The Owner agrees to waive damages including but not limited to the Owner’s loss of use of the Project, loss of reputation, or insolvency. The Design-Builder agrees to waive damages including but not limited to loss of business, loss of financing, principal office overhead and expenses, losses of profits not related to this Project, loss of bonding capacity, loss of reputation, or insolvency.

To extent there is a conflict between the terms of this provision and the terms of the General Conditions, this provision shall prevail. The Owner's reasonable rental expenses incurred are excluded from this mutual waiver.

ARTICLE 9 – CONTRACT PRICE

9.01 *General*

Owner shall pay Design-Builder in accordance with the General Conditions a Contract Price equal to Design-Builder's Fee (as defined in this Article) plus the Cost of the Work (as defined in this Article), subject to the GMP established in Section 9.05 hereof and any adjustments made in accordance with the General Conditions.

9.02 *Design-Builder's Fee*

A. Such Fee shall not be earned with respect to Design-Builder's Fee shall be TBD percent (___%) of the Cost of the Work, as adjusted in accordance with Section 9.02.B below s in-house personnel Soft Costs and travelling and lodging expenses and bonding and insurance cost as set forth in the Proposal of Design-Builder attached hereto. Such Soft Costs include (i) lead engineer, (ii) applications engineer, (iii) project manager, (iv) process engineer, (v) accounting personnel and services, (vi) electrical engineers, (vii) construction supervisor, (viii) travel and out-of-office living expenses, including airfare, lodging, food, ground transportation, (ix) administrative or overhead costs and expenses related to insurance and bonding not specifically required by the Contract Documents.

B. Design-Builder's Fee will be adjusted as follows for any Change Orders approved by Owner:

1. For additive Change Orders, including additive Change Orders arising from both additive and deductive items, it is agreed that Design Builder shall receive a Fee of **TBD** percent (___%) of the additional Costs of the Work incurred for that Change Order, exclusive of Design-Builder's Soft Costs as defined in Section 9.02.A.
2. For deductive Change Orders, including deductive Change Orders arising from both additive and deductive items, Design Builder shall receive no fee on that portion of the Cost of Work that is eliminated by any deductive Change Order.

9.03 *Cost of the Work*

The term Cost of the Work shall mean costs reasonably incurred by Design-Builder in the proper performance of the Work. The Cost of the Work shall include only the following:

A. Fees for direct employees of Design-Builder performing the Work at the Site or, with Owner's agreement, at locations off the Site, calculated on the basis of those rates set forth on Exhibit 1 to this Agreement, or, if no such rate is set forth on Exhibit 4, at prevailing rates for such personnel.

- B.** Fees for Design-Builder's supervisory and administrative personnel engaged in the performance of the Work and who are located at the Site or working off-Site to assist in the production or transportation of material and equipment necessary for the Work at the rates set forth on Exhibit 1 to this Agreement, or, if no such rate is set forth on Exhibit 4, at prevailing rates for such personnel.
- C.** Fees for Design-Builder's personnel stationed at Design-Builder's principal offices, but only to the extent said personnel are identified in Exhibit 1 and performing the function set forth in said Exhibit and compensated in accordance with the rates set forth on Exhibit 4, or if no such rate is set forth on Exhibit 1, at prevailing rates for such personnel.
- D.** The reasonable portion of the cost of travel, accommodations and meals for Design-Builder's personnel necessarily and directly incurred in connection with the performance of the Work.
- E.** Payments properly made by Design-Builder to Subcontractors and Design Consultants for performance of portions of the Work, including any insurance and bond premiums incurred by Subcontractors and Design Consultants.
- F.** Costs, including transportation, inspection, testing, storage and handling, of materials, equipment and supplies incorporated or reasonably used in completing the Work.
- G.** Costs less salvage value of materials, supplies, temporary facilities, machinery, equipment and hand tools not customarily owned by the workers that are not fully consumed in the performance of the Work and which remain the property of Design-Builder, including the costs of transporting, inspecting, testing, handling, installing, maintaining, dismantling and removing such items.
- H.** Costs of removal of debris and waste from the Site.
- I.** The reasonable costs and expenses incurred in establishing, operating and demobilizing the Site office, including the cost of facsimile transmissions, long-distance telephone calls, postage and express delivery charges, telephone service, photocopying and reasonable petty cash expenses.
- J.** Rental charges and the costs of transportation, installation, minor repairs and replacements, dismantling and removal of temporary facilities, machinery, equipment and hand tools not customarily owned by the workers, which are provided by Design-Builder at the Site, whether rented from Design-Builder or others, and incurred in the performance of the Work.
- K.** Premiums for insurance and bonds purchased specifically for this Project as required by this Agreement or the performance of the Work.

- L.** All fuel and utility costs incurred in the performance of the Work.
- M.** Sales, use or similar taxes, tariffs or duties incurred in the performance of the Work. Provided that if the Owner is exempt from such taxes and provides a tax exemption certificate or certificates to Design-Builder that effect, no such taxes shall apply.
- N.** Costs for permits, royalties, licenses, tests and inspections incurred by Design-Builder as a requirement of the Contract Documents.
- O.** Deposits which are lost, except to the extent caused by Design-Builder's negligence or default under this Agreement.
- P.** Costs incurred in preventing damage, injury or loss in case of an emergency affecting the safety of persons and property, except to the extent caused by Design-Builder or anyone performing Work on its behalf.
- Q.** Left blank intentionally.
- R.** Accounting and data processing costs related to the Work.
- S.** Other costs reasonably and properly incurred in the performance of the Work to the extent approved in writing by Owner.
- T.** Costs incurred by Design-Builder to provide the payment and performance bonds, warranties and guarantees with respect to the Work as provided herein.

9.04 *Non-Reimbursable Costs* The following shall be excluded from the Cost of the Work:

- A.** Compensation for Design-Builder's personnel stationed at Design-Builder's principal or branch offices, except as provided for in Sections 9.03.A, 9.03.B and 9.03.C.
- B.** Overhead and general expenses, except as provided for in Section 9.03 hereof, or which may be recoverable for changes to the Work.
- C.** The cost of Design-Builder's capital used in the performance of the Work.
- D.** If the parties have agreed on a GMP, costs that would cause the GMP, as adjusted in accordance with the Contract Documents, to be exceeded.
- E.** Any and all costs incurred by Design Builder, including but not limited to costs for project management and costs to comply with the General Conditions, to the extent that such costs would cause the GMP to be exceeded.

9.05 *The Guaranteed Maximum Price ("GMP")*

A. *GMP Established Upon Execution of this Agreement*

Design-Builder guarantees that the total charge to Owner for completion of all Work shall not exceed the GMP of **TBD Dollars (\$_____)**. Additional detail regarding the GMP is included in Exhibit 1 ("GMP Exhibit"). **Design-Builder agrees that it will be responsible for paying or absorbing all costs of completing the Work which exceed the GMP, as said GMP may be adjusted in accordance with the Contract Documents, including but not limited to the markups for Change Orders set forth herein. Design-Builder's contingency, Owner's contingency and allowances**

- B.** It is the intent of the parties that the GMP will be increased or decreased by any additive or deductive Change Orders that change the scope of the Work with commensurate changes to the Design Fee and Cost of Work in accordance with Article 6.

ARTICLE 10 - COMPENSATION AND PROGRESS PAYMENTS

10.01 *General*

Payments to Design-Builder are governed in accordance with this Article and the General Conditions.

- A.** Design-Builder shall submit to Owner on the twenty-fifth (25th) day of each month, beginning with the first month after the Date of Commencement, Design-Builder's Application for Payment in accordance with the General Conditions.
- B.** Owner shall make payment within thirty (30) days after Owner's receipt of each properly submitted and accurate Application for Payment in accordance with the General Conditions, but in each case less the total of payments previously made, and less amounts properly withheld under the General Conditions.
- C.** If Design-Builder's Fee under Section 6.02.A hereof is a fixed amount, the amount of Design-Builder's Fee to be included in Design-Builder's monthly Application for Payment and paid by Owner shall be proportional to the percentage of the Work completed, less payments previously made on account of Design-Builder's Fee.
- D.** All payments to Design-Builder exclusive of those made directly by Owner to any vendor to Design Builder will be made by electronic transfer to Design Builder's bank account. Design- Builder shall promptly provide Owner with wire transfer instructions for the making of such wire transfers to Design-Builder's bank account.
- E.** Design builder construction contingency established and approved on the GMP may be utilized by the Design Builder to cover changes arising under the following reasons:
- Errors and omissions in the Design-Builder's design, and scoping processes provided the additional work adds previously excluded value to the Project (but expressly excluding any other costs related to the substitution of such work for previously installed work, associated design fees, mistakes of subcontractors or

material suppliers, warranty work)

- reasonable schedule recovery
- means, methods, and materials reasonably inferred from the Construction Documents
- work not included in the Construction Documents which is necessary to cause the Project to conform to applicable building codes but was not identified as missing during the review of Construction Documents (through no fault of the Design/Builder), but expressly excluding any legal costs and expenses, including attorney's fees and costs associated with the Project
- The design builder may use the Design Builder contingency without the Owner's approval so long as the contingency amount does not cause the GMP to exceed. However, the Design Builder shall report to the Owner the status of the Design Builder Contingency with each application for payment. The owner will not increase the Design Builder's fee for any funds expended from Design Builder Construction contingency. If upon completion of 100% of work, the remaining amount of Design-Builder contingency shall be split up 70-30 with Owner via change order.

F. Owner's contingency shall be utilized solely at the Owner's discretion to address and authorize additional scope of work not included in the original requirements as well as to address any differing site conditions identified during construction. The Design-Builder shall not use Owner's contingency until authorized in writing is issue by the Owner.

If upon completion of 100% of the work, the remaining amount of Owner's contingency shall be transferred to the owner on its entirely and credited from the GMP.

G. Allowances identified on the GMP as listed and quantified assumptions shall be use by Design Builder when information is acquired to reconcile these items. Allowances shall be used with Owner's authorization. Any savings from the allocated allowances shall return to the Owner's contingency in accordance with the buyout process.

10.02 *Retainage on Progress Payments*

Owner will retain five percent (5%) of each Application for Payment. Upon Substantial Completion of the Work, the retainage shall be reduced in accordance with the Design-Build Amendment.

10.03 *Interest*

Timeliness and interest due or payments to the Design-Builder are subject to and controlled by Chapter 2251 of the Texas Government Code.

10.04 *Buyout Savings*

If Design/Builder receives bids for portions of the Work which are less than the amounts budgeted in the GMP proposal approved by Owner for such portions of the Work, such buyout savings shall first be utilized to offset shortfalls on other bid packages. If, after offsetting any shortfalls, buyout savings remain, at the time of the award of subcontractors, all buyout savings shall be returned to the Owner via "no cost" change order.

10.05 Compensation for Work Performed Prior To Execution of Design-Build Amendment

- A.** Unless otherwise agreed, payments for Work performed prior to Execution of the Design-Build Amendment shall be made monthly. For the Design-Builder's performance of Work prior to the execution of the Design-Build Amendment, the Owner shall compensate the Design-Builder as follows:
- B.** The hourly billing rates for services of the Design-Builder and the Design-Builder's Architect, Consultants and Contractors, if any, are set forth in Exhibit 1.

The compensation for Reimbursable Expenses incurred by additional services when requested by the owner shall be submitted for review and acceptance in accordance with the executed Design-Build Agreement.

1. Reimbursable Expenses include expenses, directly related to the Project, incurred by the Design-Builder and the Design-Builder's Architect, Consultants, and Contractors, as follows:

- a. Transportation and authorized out-of-town travel and subsistence;
- b. Fees paid for securing approval of authorities having jurisdiction over the Project;
- c. Printing, reproductions, plots, standard form documents;
- d. Postage, handling and delivery;
- e. Renderings, physical models, mock-ups, professional photography, and presentation materials requested by the Owner; and
- f. Other Project-related expenditures, if authorized in advance by the Owner.

C. Payments to the Design-Builder Prior To Execution of Design-Build Amendment

- 1. Monthly progress payments are due and payable thirty-days following submission, review and approval of the Design-Builder's invoice to Engineer and Owner.
- 2. Design-Builder shall maintain, at its office, a complete record of all costs and accounting data generated for services performed for a period of five years following execution of the Design-Build Amendment or termination of this Agreement, whichever occurs first. Upon request of Owner, and within a reasonable time following such request, Design-Builder will make available for inspection and duplication all records required to be maintained by this section or elsewhere in the Design-Build Documents.

10.06 Contract Price and Payment for Work Performed After Execution of Design-Build Amendment

- A.** For the Design-Builder's performance of the Work after execution of the Design-Build Amendment, the Owner shall pay to the Design-Builder the Contract Price in current funds as agreed in the Design-Build Amendment. Notwithstanding any terms to the

contrary, the provisions of this Article and the General Conditions shall control the obligations of the Parties with respect to payments made pursuant to the Design-Build Documents.

10.07 Construction Trust Funds

- A.** Contractor shall comply with the provisions of the Texas Trust Fund Act, Chapter 162 of the Texas Property Code. With respect to payments made by the Owner, such funds are considered Trust Funds and shall be safeguarded and used as represented by Design-Builder to pay any consultants and subcontractors that may be due payment pursuant to the schedule of values.

ARTICLE 11 - PAYMENT APPLICATIONS

11.01 After execution of the Design-Build Amendment this Article shall be governed by the General Conditions unless specified otherwise herein. To the extent there is a conflict between the terms of this Agreement and the terms of the General Conditions, this Agreement shall prevail.

11.02 Contract Price

The Contract Price is stated in the Design-Build Amendment.

11.03 Applications for Payment

Applications for Payment shall be governed in accordance with the General Conditions.

11.04 Progress Payments

Progress Payments shall be governed in accordance with the General Conditions.

- A.** After the Owner has issued a Certificate for Payment, the Owner shall make payment in the manner and within the time limits required by the General Conditions.

- B.** The Design-Builder shall pay each Architect, Consultant, Contractor, and other person or entity providing services or work for the Design-Builder no later than the time period required by the General Conditions.

11.05 Failure of Payment

Failure of payment by Owner within the time limits required by the General Conditions shall entitle the Contractor to the remedies contained in Article 16 of the General Conditions.

ARTICLE 12 - FINAL COMPLETION

12.01 Final completion shall be governed in accordance with the General Conditions, except as otherwise set forth in this Article.

Timely final completion is an essential condition of this contract. Design-Builder agrees to achieve final completion of the Work within 30 days of the designated or extended substantial completion date. The date of Substantial Completion shall be fixed by this Agreement, unless modified by Change Order, and memorialized by a Certificate of Substantial Completion as provided in the General Conditions.

ARTICLE 13 - OWNERSHIP OF WORK PRODUCT, COPYRIGHTS AND LICENSES

- 13.01** General Drawings, specifications, and other documents furnished by the Design-Builder, including those in electronic form, are Instruments of Service. As part of the total compensation which Owner has agreed to pay Design-Builder for the professional services to be rendered under this Contract, Design-Builder agrees that all finished and unfinished “Instruments of Service” including but not limited to documents, data, studies, surveys, drawings, specifications, field notes, maps, models, photographs, preliminary reports, reports, bid packet/construction contract documents/advertisement for bids incorporating any Owner standard provisions provided by Design-Builder, all of which are produced by Design-Builder and paid for by Owner are, and will remain, the property of the Owner. Architect will furnish Owner with electronic copies in .PDF format, to the extent they are available, of all of the foregoing to facilitate coordination; however, ownership of the underlying work product shall remain the intellectual property of the Design-Builder. Design-Builder shall have the right to use such work products for Design-Builder’s purposes on this Project. However, such documents are not intended to be suitable for reuse by Owner or others. The above notwithstanding, Design-Builder shall retain all rights in its standard drawing details, designs, specifications, databases, computer software and any other proprietary and intellectual property information provided pursuant to this Contract.
- 13.02** The Design-Builder and the Owner warrant that in transmitting Instruments of Service, or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use on the Project.
- A.** The Design-Builder shall obtain non-exclusive licenses from the Architect, Engineer, Consultants, and Contractors, that will allow the Design-Builder to satisfy its obligations to the Owner under this Article 13.
 - B.** In the event the Owner alters the Instruments of Service without the author’s written authorization, the Owner releases the Design-Builder, Architect, Engineer, Consultants, Contractors and any other person or entity providing services or work for any of them, from all claims and causes of action arising from to such alteration. The terms of this Section shall not apply if the Owner rightfully terminates this Agreement for cause

ARTICLE 14- CLAIMS AND DISPUTE RESOLUTION

- 14.01** General Claims and dispute resolution will be governed in accordance with the General Conditions.

ARTICLE 15 - BONDS AND INSURANCE

15.01 *Insurance*

Design-Builder and Owner shall procure the insurance coverages set forth in the Insurance Rider **Exhibit 3** attached hereto and in accordance with Article 6 of the General Conditions.

15.02 *Bonds and Other Performance Security*

- A. In accordance with Article 6 of the General Conditions and Texas Government Code chapter 2253, Design-Builder shall provide performance bond and labor and material payment bonds.

ARTICLE 16 - MISCELLANEOUS PROVISIONS

16.01 *Governing Law*

The Contract shall be governed by the law of the state of Texas.

16.02 *Venue*

This Agreement is entered into and performed in El Paso County, Texas, and the Design- Builder and the Owner agree that mandatory venue for any legal action related to this contract shall be in the District Courts of El Paso County, Texas.

16.03 *Successors and Assigns*

The Owner and Design-Builder, respectively, bind themselves, their partners, successors, assigns and legal representatives to the covenants, agreements and obligations contained in the Design-Build Documents. Neither party to the Contract shall assign the Contract in whole or in part without the express written consent of the other. If either party attempts to make such an assignment without such consent, that party shall nevertheless remain legally responsible for all obligations under the Contract and the attempted assignment shall be of no legal force or effect as to the other party..

16.04 *Written Notice*

Written notice shall be deemed to have been duly served if delivered in person to the individual, to a member of the firm or entity, or to an officer of the corporation for which it was intended; or if delivered at, or sent by registered or certified mail or by courier service providing proof of delivery to, the last business address known to the party giving notice. Written notice sent or transmitted by electronic mail or facsimile must be actually received to be considered delivered and to comply with notice requirements herein. Transmission alone by electronic mail or facsimile does not constitute delivery.

16.05 *Rights and Remedies*

- A. Duties and obligations imposed by the Design-Build Documents, and rights and remedies available thereunder, shall be in addition to and not a limitation of duties, obligations, rights and remedies otherwise imposed or available by law.

- B.** No action or failure to act by the Owner or Design-Builder shall constitute a waiver of a right or duty afforded them under the Contract, nor shall such action or failure to act constitute approval of or acquiescence in a breach thereunder, except as may be specifically agreed in writing.

16.06 *Interpretation*

Unless otherwise stated in the Design-Build Documents, words which have well-known technical or construction industry meanings are used in the Design-Build Documents in accordance with such recognized meanings.

(Signatures Begin on the Following Page)

This Agreement is entered into as of the day and year written above ("The Date of Execution"):

OWNER – City of El Paso

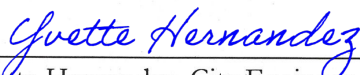
By: Dionne Mack
Title: City Manager



DESIGN-BUILDER
Jordan Foster Construction, LLC

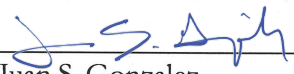
By: Ashok Kamath
Title: Vice President

APPROVED AS TO CONTENT:



Yvette Hernandez, City Engineer
Capital Improvement Department

APPROVED AS TO FORM:



Juan S. Gonzalez
Senior Assistant City Attorney

Exhibit 1 – Design Cost Detail and Schedule and Rates of Members of Design-Builder Team

| Design-Build - PRECONSTRUCTION SERVICES PROPOSAL EXHIBIT | | | | |
|----------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------|--|--|
| PROJECT: | | 2024-0272R Design-Build Preconstruction Services for El Paso International Airport Advanced Manufacturing District - Phase 1 | | |
| Evaluation of Owner's Criteria | | Amount | | |
| 1.1 | Topographical Survey | \$ 74,707.50 | | |
| 1.2 | Phase Geotechnical Study | \$ 30,835.00 | | |
| 1.3 | Utilities availability investigation | \$ 6,000.00 | | |
| 1.4 | All other necessary studies, investigations, and site requirements for a complete Turn-Key Design, as outlined in the RFP and Bridging Documents. | \$ 57,000.00 | | |
| 1.5 | GC Management Cost (OH&P) | \$ 10,533.91 | | |
| Subtotal | | \$ 179,076.41 | | |
| Schematic Design | | Amount | | |
| 2.1 | AE Schematic Design up to 30% CDs (includes Travel / Reimbursables of \$15,500) | \$ 1,149,560.00 | | |
| 2.2 | Constructability Review 30% | \$ 22,500.00 | | |
| 2.3 | Community Outreach - 1 session | \$ 11,000.00 | | |
| 2.4 | Construction Schedule based on 30% Design | \$ 5,000.00 | | |
| 2.5 | Construction Cost Estimate and Value Engineering based on 30% Design | \$ 21,000.00 | | |
| 2.6 | GC Management Cost (OH&P) | \$ 75,566.25 | | |
| Subtotal | | \$ 1,284,626.25 | | |
| Design Development | | Amount | | |
| 3.1 | AE Design Development up to 60% CDs (includes Travel/Reimbursables of \$12,500) | \$ 1,200,826.00 | | |
| 3.2 | Constructability Review 60% | \$ 22,500.00 | | |
| 3.3 | Community Outreach - 1 session | \$ 12,250.00 | | |
| 3.4 | Construction Schedule based on 60% Design | \$ 5,000.00 | | |
| 3.5 | Cost Estimate and Value Engineering based on 60% Design | \$ 21,000.00 | | |
| 3.6 | GC Management Cost (OH&P) | \$ 78,848.50 | | |
| Subtotal | | \$ 1,340,424.50 | | |
| | | Amount | | |
| 4.1 | Risk Identification and Mitigation Matrix | \$ 1,500.00 | | |
| 4.2 | Project Phasing Assessment, Design Monitoring and other Coordination | \$ 1,000.00 | | |
| 4.3 | Coordination with Utilities and Stakeholders | \$ 3,500.00 | | |
| 4.10 | Budgeting & Development of Guaranteed Maximum Price (GMP) | \$ 5,000.00 | | |
| Subtotal | | \$ 11,000.00 | | |
| TOTAL PRECONSTRUCTION SERVICES FEE | | \$ 2,815,127.16 | | |

December 5, 2024

Mr. Ash Kamath
Jordan Foster Construction
7700 CF Jordan Drive
El Paso, Texas 79912

Reference: Solicitation 2024-0272R Advanced Manufacturing District
REVISED Pre-Construction Services/Design Proposal

Dear Mr. Kamath,

Based on the comments received from the Owner on our initial fee proposal, and the meeting with the Owner of 12.2.24, we hereby submit this revised fee proposal.

The Scope of Work for the above referenced project was revised by the following during meeting of 12.2.24:

1. The services of the IT/AV/Security are deleted from the scope of work; our design team will indicate locations of empty boxes, empty conduit, and pathways (cable racks, etc.) on the electrical drawings; the City will contract with a 3rd party to provide the IT and special systems cable, racks, devices such as flat panel displays, door access control, CCTY cameras, etc. Such cabling and hardware will not be in the Jordan Foster's construction Scope of Work.
2. Only one (1) community outreach meeting will be conducted for each of the 30% and 60% CD phases, for a total of two (2). Such meetings will take place via video conference (TEAMS or other).
3. The microgrid conduit design is deleted from the scope of work.

Although the scope of work is based on the "bridging documents" prepared by JMT, dated May 31, 2024, and revisions noted above, we propose conducting a program verification exercise, in which the City's project leadership team, stakeholders, and our team will have an opportunity to review the goals and objectives for a thorough understanding of the project.

We are pleased to present a revised fee proposal as listed below, outlined per the various tasks and services required to execute the design of the project to the 60% CD level.



SERVICES

Survey (Brock & Bustillos \$71,150.00 x 1.05) **\$74,707.50**

Traffic Engineering (W. P. Moore \$40,000.00 x 1.05) **\$42,000.00**

30% CDs

| | |
|-----------------------------------------------------|-----------------------|
| Architectural (Mijares Mora Architects & Treanor) | \$575,288.00 |
| Landscape Architect (Greenway Studio) | \$11,950.00 |
| Civil Engineer (Quantum Engineering) | \$23,955.00 |
| Structural Engineer (HKN Engineering) | \$36,956.00 |
| Mechanical Engineer (Alegro Engineering) | \$125,000.00 |
| Electrical Engineer (BATH Group) | \$150,725.00 |
| Lab planning (Treanor) | \$30,055.00 |
| Sustainability/LEED (led by Verdacity)* | \$112,012.00 |
| Life Cycle Analysis (electric heat vs. gas)** | \$23,580.00 |
| Life Cycle Analysis (electric water heat vs. gas)** | \$15,580.00 |
| 5% markup on subconsultants (\$529,783.00) | \$26,489.00 |
| SUB - TOTAL | \$1,131,560.00 |

* includes architectural, sustainability consultant, civil, and mechanical engineer's involvement

** life cycle analysis was previously lumped into the mechanical engineer's design fee

30% CDs Community Outreach (MMA + Treanor) **\$6,000.00**
(1 session via videoconference)

30% CDs REIMBURSABLES

| | |
|-------------------------------------|--------------------|
| Printing of review Sets (allowance) | \$500.00 |
| Travel(allowance) | \$15,000.00 |

60% CDs

| | |
|---------------------------------------------------|-----------------------|
| Architectural (Mijares Mora Architects & Treanor) | \$578,877.00 |
| Landscape Architect (Greenway Studio) | \$11,950.00 |
| Civil Engineer (Quantum Engineering) | \$58,268.00 |
| Structural Engineer (HKN Engineering) | \$36,956.00 |
| Mechanical Engineer (Alegro Engineering) | \$125,000.00 |
| Electrical Engineer (BATH Group) | \$150,725.00 |
| Lab planning (Treanor) | \$30,055.00 |
| Sustainability/LEED (led by Verdacity)* | \$165,093.00 |
| 5% markup on subconsultants (\$578,047.00) | \$28,903.00 |
| SUB - TOTAL | \$1,185,826.00 |

* sustainability fee includes architectural, sustainability consultant, civil, and mechanical engineer's involvement

60% CDs Community Outreach (MMA + Treanor) **\$6,000.00**
(1 session via videoconference)

REIMBURSABLES

Mr. Ash Kamath
Solicitation 2024-0272R Advanced Manufacturing District
REVISED Pre-Construction Services/Design Proposal
Mijares Mora Architects
December 5, 2024

| | |
|-------------------------------------|--------------------|
| Printing of review Sets (allowance) | \$500.00 |
| Travel(allowance) | \$12,000.00 |

Services such as the survey and traffic studies will be invoiced upon their respective completion.

Please note that the proposed fee includes preparation of multiple concepts for review, leading to an agreed upon concept that satisfies the Owner's requirements, and the design of three separate buildings plus a guard house, each with respective building systems. The efforts to develop the various concepts and the documents are shared by Mijares Mora Architects and Treanor.

A proposed fee for completion of construction documents, bidding phase services, and contract administration (construction phase) services will be submitted at such time the project receives a notice-to-proceed from the City of El Paso to construction phase. Commissioning services will also be procured after the 60% CD submittal, in the Construction Phase services.

We anticipate executing the STANDARD FORM OF AGREEMENT BETWEEN DESIGN-BUILDER AND ARCHITECT, AIA Document B143-2014, between Mijares-Mora Architects, Inc. and Jordan Foster Construction, with agreed upon revisions.

We hope you find the proposal in order. Should you have any questions, or comments, or should you require any additional information, please let us know.

Thank you for your consideration.

Respectfully submitted,



Jorge L. Mora, AIA, LEED AP, CNU-A, NCARB
Mijares Mora Architects, Inc.

Advanced Manufacturing District
Mijares-Mora Architects
60% CDs
12.5.24

| TASK | Principal | | Sr. Project Architect | | Sr. Project Manager | | Project Mgr Level I | | Intern | | Admin. Assistant | | | |
|---------------------------------------------------|-----------|-------------|-----------------------|---------------|---------------------|-------------|---------------------|-------------|--------|-------------|------------------|----------|-------|----|
| | Hours | \$ | Hours | \$ | Hours | \$ | Hours | \$ | Hours | \$ | Hours | \$ | Hours | \$ |
| 60% CD's | | 234.00 | | 212.00 | | 141.53 | | 132.70 | | 88.46 | | 59.00 | | |
| coordinate geotechnical report | | | 4.0 | \$848.00 | 8.0 | \$1,132.24 | | | | | | | | |
| code analysis | | | 8.0 | \$1,696.00 | 20.0 | \$2,830.60 | | | | | | | | |
| site plan improvements and details | | | 6.0 | \$1,272.00 | 60.0 | \$8,491.80 | 60.0 | \$7,962.00 | | | | | | |
| floor plans - dimensions, keys | | | 6.0 | \$1,272.00 | 40.0 | \$5,661.20 | 60.0 | \$7,962.00 | 60.0 | \$5,307.60 | | | | |
| floor plan details | | | 6.0 | \$1,272.00 | 20.0 | \$2,830.60 | 80.0 | \$10,616.00 | 40.0 | \$3,538.40 | | | | |
| elevation details | | | 6.0 | \$1,272.00 | 20.0 | \$2,830.60 | 60.0 | \$7,962.00 | 40.0 | \$3,538.40 | | | | |
| roof plans and details | | | | | 10.0 | \$1,415.30 | 30.0 | \$3,981.00 | 20.0 | \$1,769.20 | | | | |
| wall sections | | | 8.0 | \$1,696.00 | 80.0 | \$11,322.40 | 100.0 | \$13,270.00 | | | | | | |
| room finish schedules | | | 12.0 | \$2,544.00 | 20.0 | \$2,830.60 | 40.0 | \$5,308.00 | 30.0 | \$2,653.80 | | | | |
| door and window elevations and details | | | 18.0 | \$3,816.00 | 40.0 | \$5,661.20 | 60.0 | \$7,962.00 | 60.0 | \$5,307.60 | | | | |
| door schedules | | | 8.0 | \$1,696.00 | | | 40.0 | \$5,308.00 | 30.0 | \$2,653.80 | | | | |
| interior elevations | | | 6.0 | \$1,272.00 | | | 100.0 | \$13,270.00 | 40.0 | \$3,538.40 | | | | |
| cover sheet/index of drawings | | | | | | | | | 6.0 | \$530.76 | | | | |
| code analysis sheet | | | | | | | 24.0 | \$3,184.80 | 8.0 | \$707.68 | | | | |
| specifications | | | 24.0 | \$5,088.00 | 100.0 | \$14,153.00 | | | | | | | | |
| coordination meetings with subconsultants | | | 8.0 | \$1,696.00 | 8.0 | \$1,132.24 | 8.0 | \$1,061.60 | | | | | | |
| conceptual models | | | 8.0 | \$1,696.00 | | | | | 60.0 | \$5,307.60 | | | | |
| review | 12.0 | \$2,808.00 | 40.0 | \$8,480.00 | | | | | | | | | | |
| coordinate cost estimates w/Builder | | | 32.0 | \$6,784.00 | 16.0 | \$2,264.48 | | | | | | | | |
| review meetings with Owner and Builder | 8.0 | \$1,872.00 | | | 10.0 | \$1,415.30 | 10.0 | \$1,327.00 | | | | | | |
| invoicing/book keeping | 4.0 | \$936.00 | | | | | | | | | 16.0 | \$944.00 | | |
| coordinate with permitting authorities & agencies | 24.00 | \$5,616.00 | 6.0 | \$1,272.00 | 16.0 | \$2,264.48 | | | | | | | | |
| SUB-TOTAL | 48.0 | \$11,232.00 | 206.0 | \$43,672.00 | 468.0 | \$66,236.04 | 672.0 | \$89,174.40 | 394.0 | \$34,853.24 | 16.0 | \$944.00 | 0.0 | |
| TOTAL SALARY COST | | | | \$ 246,111.68 | | | | | | | | | | |
| Contingency | | | | \$ 50,000.00 | | | | | | | | | | |
| TOTAL COST | | | | \$296,111.68 | | | | | | | | | | |

| | |
|--------------|---------------------|
| Direct costs | \$ 3,500.00 |
| | |
| | |
| TOTAL | \$299,611.68 |

| DIRECT COSTS | | |
|----------------------------|-----------|-----------------|
| plotting of drawing sheets | | \$ 2,500.00 |
| Mileage | | \$ 1,000.00 |
| | | |
| | | |
| | | |
| Total | \$ | 3,500.00 |

| | |
|---------------------|---------------------|
| Quantum Engineering | \$ 6,835.00 |
| Alegro Engineering | \$ 89,400.00 |
| Verdacity | \$ 54,000.00 |
| TOTAL | \$165,092.92 |

| | | |
|--|--------------|--------------|
| | Direct costs | \$ 3,500.00 |
| | | |
| | | |
| | TOTAL | \$255,428.22 |

| DIRECT COSTS | | |
|----------------------------|-----------|-----------------|
| | | |
| plotting of drawing sheets | | \$ 2,500.00 |
| mileage allowance | | \$ 1,000.00 |
| | | |
| | | |
| | | |
| Total | \$ | 3,500.00 |

| | | | |
|--|--------------------|-------|--------------|
| | Alegro Engineering | \$ | 89,400.00 |
| | Verdacity | \$ | 12,000.00 |
| | | | |
| | | TOTAL | \$112,011.80 |

Fee Summary

City of El Paso
Advanced Manufacturing District
December 4, 2024

| Design Phase - Tasks | | Professional Services | | | Total |
|--------------------------------------------------|---------------------------------------|-----------------------|---------|-----------|------------------|
| Design Scope of Services - 30% CD | | Hours | \$/Hour | Cost | |
| | Principal in Charge -Senior Principal | 160 | \$365 | \$58,400 | |
| | Project Manager - Principal I | 414 | \$285 | \$117,990 | |
| | Project Architect - Project Lead I | 456 | \$195 | \$88,920 | |
| | Architectural Support - Designer III | 310 | \$150 | \$46,500 | |
| | Project Coordinator - Admin I | 70 | \$115 | \$8,050 | |
| Total | | 1410 | | | \$319,860 |
| Anticipated Reimbursable Expenses | | | | | \$15,000 |
| Total Estimated Professional Fees - 30%CD | | | | | \$334,860 |

| Design Phase - Tasks | | Professional Services | | | Total |
|------------------------------------------------------------------------|---------------------------------------|-----------------------|---------|---------|-----------------|
| Design Scope of Services - Laboratory Planning - 30% CD | | Hours | \$/Hour | Cost | |
| | Principal in Charge -Senior Principal | 14 | \$365 | \$5,110 | |
| | Project Manager - Principal I | 32 | \$285 | \$9,120 | |
| | Project Architect - Project Lead I | 42 | \$195 | \$8,190 | |
| | Architectural Support - Designer III | 44 | \$150 | \$6,600 | |
| | Project Coordinator - Admin I | 9 | \$115 | \$1,035 | |
| Total | | 141 | | | \$30,055 |
| Anticipated Reimbursable Expenses - Included with 30% CD efforts | | | | | \$0 |
| Total Estimated Professional Fees - Laboratory Planning - 30%CD | | | | | \$30,055 |

| Design Phase - Tasks | | Professional Services | | | Total |
|-----------------------------------|---------------------------------------|-----------------------|---------|-----------|------------------|
| Design Scope of Services - 60% CD | | Hours | \$/Hour | Cost | |
| | Principal in Charge -Senior Principal | 120 | \$365 | \$43,800 | |
| | Project Manager - Principal I | 352 | \$285 | \$100,320 | |
| | Project Architect - Project Lead I | 432 | \$195 | \$84,240 | |
| | Architectural Support - Designer III | 288 | \$150 | \$43,200 | |
| | Project Coordinator - Admin I | 67 | \$115 | \$7,705 | |
| Total | | 1259 | | | \$279,265 |



Anticipated Reimbursable Expenses

\$12,500

Total Estimated Professional Fees - 60%CD

\$291,765

| Design Phase - Tasks | | Professional Services | | |
|---------------------------------------------------------|---------------------------------------|-----------------------|---------|---------|
| Design Scope of Services - Laboratory Planning - 60% CD | | Hours | \$/Hour | Cost |
| | Principal in Charge -Senior Principal | 14 | \$365 | \$5,110 |
| | Project Manager - Principal I | 32 | \$285 | \$9,120 |
| | Project Architect - Project Lead I | 42 | \$195 | \$8,190 |
| | Architectural Support - Designer III | 44 | \$150 | \$6,600 |
| | Project Coordinator - Admin I | 9 | \$115 | \$1,035 |
| Total | | 141 | | |

Total

\$30,055

Anticipated Reimbursable Expenses - Included with 60% CD efforts

\$0

Total Estimated Professional Fees - Laboratory Planning - 60%CD

\$30,055

| Design Phase - Tasks | | Professional Services | | |
|--------------------------------------------------------|---------------------------------------|-----------------------|---------|---------|
| Design Scope of Services - Community Outreach Meetings | | Hours | \$/Hour | Cost |
| | Principal in Charge -Senior Principal | 4 | \$365 | \$1,460 |
| | Project Manager - Principal I | 5 | \$285 | \$1,425 |
| | Project Architect - Project Lead I | 1 | \$195 | \$195 |
| | Architectural Support - Designer III | 3 | \$150 | \$450 |
| | Project Coordinator - Admin I | 4 | \$115 | \$460 |
| Total | | 17 | | |

Total

\$3,990

Anticipated Reimbursable Expenses (per meeting - assumes all meetings are virtual)

\$0

Total Estimated Professional Fees - Community Outreach (per meeting)

\$3,990

Personnel Hour Task Matrix

City of El Paso

Advanced Manufacturing District

December 4, 2024

| Project Tasks | Principal in Charge - Senior Principal | Project Manager - Principal I | Project Architect - Project Lead I | Architectural Support - Designer III | Project Coordinator - Admin I | Team Task Total Hours |
|---------------|----------------------------------------|-------------------------------|------------------------------------|--------------------------------------|-------------------------------|-----------------------|
| | | | | | | |

Design Scope of Services - 30% CD

| | | | | | | |
|---------------------------------------------------------------------------|------------|------------|------------|------------|-----------|-------------|
| Meetings and Workshops (including prep time and meeting minutes) | 66 | 70 | 40 | 14 | 12 | 202 |
| Kick-off Meeting (reduced attendance) | 8 | 8 | | | 2 | |
| Workshop #1 (reduced to two days, reduced attendance) | 30 | 30 | 8 | 8 | 4 | |
| Workshop #2 (virtual, not in person) | 24 | 24 | 24 | 4 | 4 | |
| 30% CD Review Meeting (virtual) | 4 | 8 | 8 | 2 | 2 | |
| Documentation (reduced documentation and participation, virtual meetings) | 94 | 344 | 416 | 296 | 58 | 1208 |
| Preliminary Site Planning Coordination | 4 | 12 | 12 | 8 | 2 | |
| Room Data Validations - Updated Room Data Sheets | 16 | 40 | 40 | 8 | 8 | |
| Preliminary Bubble Diagrams - Adjacency Diagrams | 4 | 12 | 12 | 4 | 2 | |
| Preliminary Equipment Lists and Equipment Cut Sheets | 8 | 16 | 24 | 24 | 2 | |
| Preliminary Floor Plans - Shell and Finish | 16 | 80 | 120 | 120 | 4 | |
| Preliminary Furnishings Plans | 2 | 8 | 12 | 12 | 4 | |
| Preliminary Code Analysis and Code Plans - Analysis of Hazards | 8 | 32 | 16 | 16 | 4 | |
| Coordination with Design Disciplines | 8 | 32 | 40 | 32 | 2 | |
| Preliminary Stacking Diagrams | 4 | 24 | 32 | 16 | 2 | |
| Preliminary Massing Diagrams | 4 | 24 | 32 | 24 | 4 | |
| Preliminary Outline Specifications | 8 | 24 | 16 | 8 | 8 | |
| Basis of Design Narratives | 4 | 16 | 20 | 16 | 8 | |
| QA/QC (Independent Staff Members) | 8 | 24 | 40 | 8 | 8 | |
| Total Hours - 30% CD | 160 | 414 | 456 | 310 | 70 | 1410 |

Personnel Hour Task Matrix

City of El Paso

Advanced Manufacturing District

December 4, 2024

| Project Tasks | Principal in Charge - Senior Principal | Project Manager - Principal I | Project Architect - Project Lead I | Architectural Support - Designer III | Project Coordinator - Admin I | Team Task Total Hours |
|---------------|----------------------------------------|-------------------------------|------------------------------------|--------------------------------------|-------------------------------|-----------------------|
| | | | | | | |

Design Scope of Services - Laboratory Planning - 30% CD

| | | | | | | |
|-----------------------------------------------------------|-----------|-----------|-----------|-----------|----------|------------|
| Documentation | 14 | 32 | 42 | 44 | 9 | 141 |
| Development of Preliminary Lab Planning Notes and Details | 2 | 4 | 2 | 2 | 1 | |
| Preliminary Lab Plans for Maker Spaces and Support Labs | 2 | 4 | 8 | 10 | 1 | |
| Preliminary Equipment Locations | 2 | 4 | 8 | 8 | 1 | |
| Preliminary Casework Elevations | 2 | 4 | 8 | 8 | 1 | |
| Preliminary Infrastructure Requirements | 2 | 4 | 8 | 8 | 1 | |
| Preliminary Reflected Ceiling Plans | 2 | 4 | 4 | 4 | 2 | |
| Preliminary Evaluation of Hazards and Code Compliance | 2 | 8 | 4 | 4 | 2 | |
| Total Hours - Laboratory Planning - 30% CD | 14 | 32 | 42 | 44 | 9 | 141 |

Personnel Hour Task Matrix

City of El Paso

Advanced Manufacturing District

December 4, 2024

| Project Tasks | Principal in Charge - Senior Principal | Project Manager - Principal I | Project Architect - Project Lead I | Architectural Support - Designer III | Project Coordinator - Admin I | Team Task Total Hours |
|---------------|----------------------------------------|-------------------------------|------------------------------------|--------------------------------------|-------------------------------|-----------------------|
| | | | | | | |

Design Scope of Services - 60% CD

| | | | | | | |
|------------------------------------------------------------------|------------|------------|------------|------------|-----------|-------------|
| Meetings and Workshops (including prep time and meeting minutes) | 40 | 40 | 24 | 16 | 12 | 132 |
| Kick-off Meeting (reduced attendance) | 8 | 8 | 4 | | 2 | |
| Workshop #3 (reduced to one day, reduced attendance) | 16 | 16 | 4 | 4 | 4 | |
| Workshop #4 (reduced to one day, virtual) | 8 | 8 | 8 | 8 | 2 | |
| 60% CD Review Meeting (virtual) | 8 | 8 | 8 | 4 | 4 | |
| Documentation (streamlined documentation, virtual meetings) | 80 | 312 | 408 | 272 | 55 | 1127 |
| Site Planning Coordination | 8 | 12 | 12 | 12 | 2 | |
| Finalize Room Data Sheets | 16 | 32 | 40 | 24 | 8 | |
| Finalize Equipment Lists and Equipment Cut Sheets | 8 | 24 | 24 | 8 | 2 | |
| Updated Floor Plans - Shell and Finish | 16 | 64 | 120 | 80 | 4 | |
| Updated Furnishings Plans | 2 | 12 | 12 | 12 | 4 | |
| Updated Code Analysis and Code Plans - Analysis of Hazards | 2 | 24 | 24 | 16 | 4 | |
| Continued Coordination with Design Disciplines | 4 | 32 | 32 | 32 | 4 | |
| Plan Details | 2 | 24 | 40 | 16 | 4 | |
| Building Sections and Wall Sections | 2 | 24 | 40 | 40 | 4 | |
| Updated Detailed Specifications | 8 | 24 | 16 | 16 | 8 | |
| Updated Basis of Design Narratives | 4 | 16 | 16 | 8 | 3 | |
| QA/QC (Independent Staff Members) | 8 | 24 | 32 | 8 | 8 | |
| Total Hours - 60% CD | 120 | 352 | 432 | 288 | 67 | 1259 |

Personnel Hour Task Matrix

City of El Paso

Advanced Manufacturing District

December 4, 2024

| Project Tasks | Principal in Charge - Senior Principal | Project Manager - Principal I | Project Architect - Project Lead I | Architectural Support - Designer III | Project Coordinator - Admin I | Team Task Total Hours |
|---------------|----------------------------------------|-------------------------------|------------------------------------|--------------------------------------|-------------------------------|-----------------------|
| | | | | | | |

Design Scope of Services - Laboratory Planning - 60% CD

| | | | | | | |
|---------------------------------------------------------------|-----------|-----------|-----------|-----------|----------|------------|
| Documentation | 14 | 32 | 42 | 44 | 9 | 141 |
| Updated Lab Planning Notes and Details | 2 | 4 | 2 | 2 | 1 | |
| Updated Large Scale Lab Plans - Maker Spaces and Support Labs | 2 | 4 | 8 | 10 | 1 | |
| Updated Equipment Locations | 2 | 4 | 8 | 8 | 1 | |
| Updated Casework Elevations | 2 | 4 | 8 | 8 | 1 | |
| Updated Infrastructure Requirements | 2 | 4 | 8 | 8 | 1 | |
| Updated Reflected Ceiling Plans | 2 | 4 | 4 | 4 | 2 | |
| Updated Evaluation of Hazards and Code Compliance | 2 | 8 | 4 | 4 | 2 | |
| Total Hours - Laboratory Planning - 60% CD | 14 | 32 | 42 | 44 | 9 | 141 |

Personnel Hour Task Matrix

City of El Paso

Advanced Manufacturing District

December 4, 2024

| Project Tasks | Principal in Charge - Senior Principal | Project Manager - Principal I | Project Architect - Project Lead I | Architectural Support - Designer III | Project Coordinator - Admin I | Team Task Total Hours |
|---------------|----------------------------------------|-------------------------------|------------------------------------|--------------------------------------|-------------------------------|-----------------------|
| | | | | | | |

Design Scope of Services - Community Outreach Meetings

| | | | | | | |
|-------------------------------------------------------|----------|----------|----------|----------|----------|-----------|
| Meetings | 4 | 5 | 1 | 3 | 4 | 17 |
| Meeting Prep - Content and Graphics | 1 | 1 | 1 | 1 | 2 | |
| Meeting Time | 2 | 2 | | | | |
| Meeting Follow-up | 1 | 2 | | 2 | 2 | |
| Total Hours - Community Outreach (Per Meeting) | 4 | 5 | 1 | 3 | 4 | 17 |

Hourly Rates

City of El Paso

Advanced Manufacturing District

December 4, 2024

To our valued clients: The standard hourly rates quoted below are effective from February 1, 2024. Rates are subject to change based on annual review of market conditions, labor, and overhead costs. These rates apply only to projects and efforts billed on an hourly basis.

Standard Billing Rates

Effective February 1, 2024

| Category | Hourly Rate |
|---------------------|--------------------|
| Senior Principal | \$365 |
| Principal II | \$345 |
| Principal I | \$285 |
| Project Lead IV | \$255 |
| Project Lead III | \$230 |
| Project Lead II | \$210 |
| Project Lead I | \$195 |
| Designer IV | \$165 |
| Designer III | \$150 |
| Designer II | \$130 |
| Designer I | \$120 |
| Landscape Architect | \$200 |
| Civil Engineer II | \$160 |
| Civil Engineer I | \$120 |
| Intern I | \$75 |
| Admin III | \$195 |
| Admin II | \$150 |
| Admin I | \$115 |



ROMAN BUSTILLOS, P.E.
President
SERGIO J. ADAME, P.E.
Vice President - Engineering
AARON ALVARADO, R.P.L.S.
Vice President - Surveying
HECTOR MARTINEZ, P.E.
Associate Partner
TBPE Reg. No. F-737
TBPLS Reg. No. 101314-00

October 09, 2024

VIA E-Mail: jmora@mijaresmora.com

Mijares-Mora Architects, Inc.
111 N. Festival Drive
El Paso, TX 79912

Attn: Mr. Jorge Mora, AIA, LEED AP, CNU-A

Re: A 60 acres \pm proposed Advanced Manufacturing District project site being a portion of Lot 1, Block 1, A.M.D. Subdivision, 310 George Perry Boulevard, City of El Paso, El Paso County, Texas
Proposal No. 2024-0910

Dear Mr. Mora:

This is our Proposal for Professional Surveying Services for the referenced project. The following is our proposed Scope of Services.

SCOPE OF WORK: (Boundary, Topographic and Improvement Survey)

1. Coordinate access to the property through the client and airport officials;
2. Initiate a utility locating ticket via Texas 811 Call before you dig for George Perry Boulevard abutting subject project site;
3. Research all available maps, deeds, plats, surveys and right-of-way maps for subject project site;
4. Perform a boundary, topographic and improvement survey for the subject project site;
5. Elevations shall be referenced to the North American Vertical Datum of 1988 (NAVD88);
6. Topography shall extend 50 feet beyond project limits and up to the centerline of adjacent streets;
7. Establish a maximum of four (4) horizontal/vertical control points to be used during construction activities;
8. Prepare a boundary, topographic and improvement plat of survey for said project site; and
9. Deliver one (1) pdf and one (1) AutoCAD 2020 drawing of the boundary, topographic and improvement survey to Mijares-Mora Architects, Inc.

EXEMPTIONS:

The above Scope of Work excludes the following: easement descriptions; right-of-way staking; construction staking; resubdivision plat; right-of-way dedication plat; ALTA/NSPS Land Title Survey; title commitment; elevation certificate; environmental studies; soil testing; preparation of Storm Water Pollution Prevention Plan (SWPPP); implementation or monitoring of SWPP during construction activities; grading and drainage plan; pavement replacement design; staking of geotechnical boreholes; representation through City of El Paso and EPIA; rezoning exhibit; application fees; permit fees; subsurface utility engineering; as-built survey; preparation of as-built plans and any other item not specifically listed in the above scope of Work.

417 Executive Center Blvd. • El Paso, Texas 79902 • P - (915) 542-4900 • F - (915) 542-2867 • www.brockbustillos.com

COMPLETION:

Brock & Bustillos Inc. will complete the above Scope of Work within forty-five (45) workdays of receiving your written notice to proceed and access to the airport property.

BASIS OF COMPENSATION:

We propose that Brock & Bustillos Inc. be paid a Lump Sum Amount of **\$70,325.00 plus sales tax of \$825.00** for the above Scope of Work. Terms of payment and charges for additional work will be done accordance with the attached "Other Terms and Conditions". This proposal is valid for 60 days from the date above.

TERMINATION AGREEMENT:

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

ACCEPTANCE:

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

Sincerely,

Brock & Bustillos Inc.



Aaron Alvarado, R.P.L.S.
Vice-President Surveying

Attachments: (1) Other Terms & Conditions
(2) Survey Limits Site Plan

Authorization To Proceed

Name: _____

Title: _____

Signature: _____

Date: _____

P.O./REF. No.: _____

OTHER TERMS AND CONDITIONS

Brock & Bustillos Inc. shall perform the services outlined in this agreement for the stated fee arrangement.

Service Fees:

The total fee shall be understood to be an estimate unless the agreement is for a Lump Sum amount. The estimate shall not be exceeded by ten percent without written approval of the Client. For the services of the Engineer's staff (except survey personnel covered below) the charge will be the "Salary Cost" of each employee so engaged plus a multiplier of 2.5. "Salary Cost" is defined as the cost of salaries of the Engineer's employees for time directly chargeable to the Project, plus cost of social security contributions, unemployment, excise and payroll taxes, employment compensation insurance, medical and insurance benefits, sick leave, vacation, and holiday pay applicable thereto. The overtime premium (required by the Fair Labor Standards Act for nonexempt classifications) for draftsmen and technician classifications will be charged for overtime hours worked because of the Client's requirements, and upon his specific authorization.

For the Engineer's survey crews, the following schedule of rates applies. Overtime rate applies for hours in excess of eight (8) per day, Saturday, Sunday and Holidays.

| | <u>BASIC RATE</u> | <u>OVERTIME RATE</u> |
|------------------------------------------------|--------------------------|-----------------------------|
| Two-Man Party | \$170.00/Hour | \$232.00/Hour |
| Three-Man Party | \$238.00/Hour | \$295.00/Hour |
| Two-Man w/Prof. Surveyor as Party Chief | \$295.00/Hour | \$341.00/Hour |

Direct Expenses:

For all direct expense, including supplies, transportation, telephone toll charges, reproductions, etc., and travel and subsistence for the Engineer's officers and staff, all as required for the proper execution of the work, and for all work subcontracted, the charge will be invoice cost plus 10 percent. Travel by vehicles owned by the Engineer will be at .670 cents per mile and surveying vehicles will be at 1.030 cents per mile.

Outside Services:

For outside services, such as soil investigations, laboratory tests, or retaining special consultants, Client may contract directly with a third party for such services, or may contract through Brock & Bustillos Inc. If such contracts are made through Brock & Bustillos Inc., a service charge of 10 percent will be added to the net amount of the contract.

Indemnification:

The Client shall indemnify and hold harmless Brock & Bustillos Inc. and all of its personnel from and against any and all claims, damages, losses and expenses (including reasonable attorney's fees) arising out of or resulting from the performance of the services, provided that any such claim, damage, loss or expense is caused in whole or in part by the negligent act, omission, and/or strict liability of the Client, anyone directly or indirectly employed by the Client (except Brock & Bustillos Inc.), or anyone for whose acts any of them may be liable.

Risk Allocation:

In recognition of the relative risks, rewards and benefits of the project to both the Client and Brock & Bustillos Inc., the risks have been allocated such that the Client agrees that, to the fullest extent permitted by law, Brock & Bustillos Inc.'s total liability to the Client for any and all injuries, claims, losses, expenses, damages or claim expenses arising out of this agreement from any cause or causes, shall not exceed ten times our fee or \$50,000, whichever is less. Such caused include, but are not limited to Brock & Bustillos Inc.'s negligence, errors, omissions, strict liability, breach of contract or breach of warranty.

Ownership of Documents:

All documents produced by Brock & Bustillos Inc. under this agreement shall remain the property of Brock & Bustillos Inc. and may not be used by the Client for any other endeavor without the written consent of Brock & Bustillos Inc.

Dispute Resolution:

Any claim or dispute between the Client and Brock & Bustillos Inc. shall be submitted to non-binding mediation, subject to the parties agreeing to a mediator(s). This agreement shall be governed by the laws of State of Texas.

Sales Tax and Gross Receipts Tax:

The State of Texas has imposed sales tax on certain boundary related survey services. When applicable, the invoice will show total amount of taxable services, percentage rate of sales tax, and amount of sales tax charged.

The State of New Mexico imposes a gross receipts tax on all professional services performed in New Mexico. The gross receipts tax rates varies throughout the state of New Mexico depending on the location of the project site. Gross receipts tax will be added to all costs for services performed in the State of New Mexico.

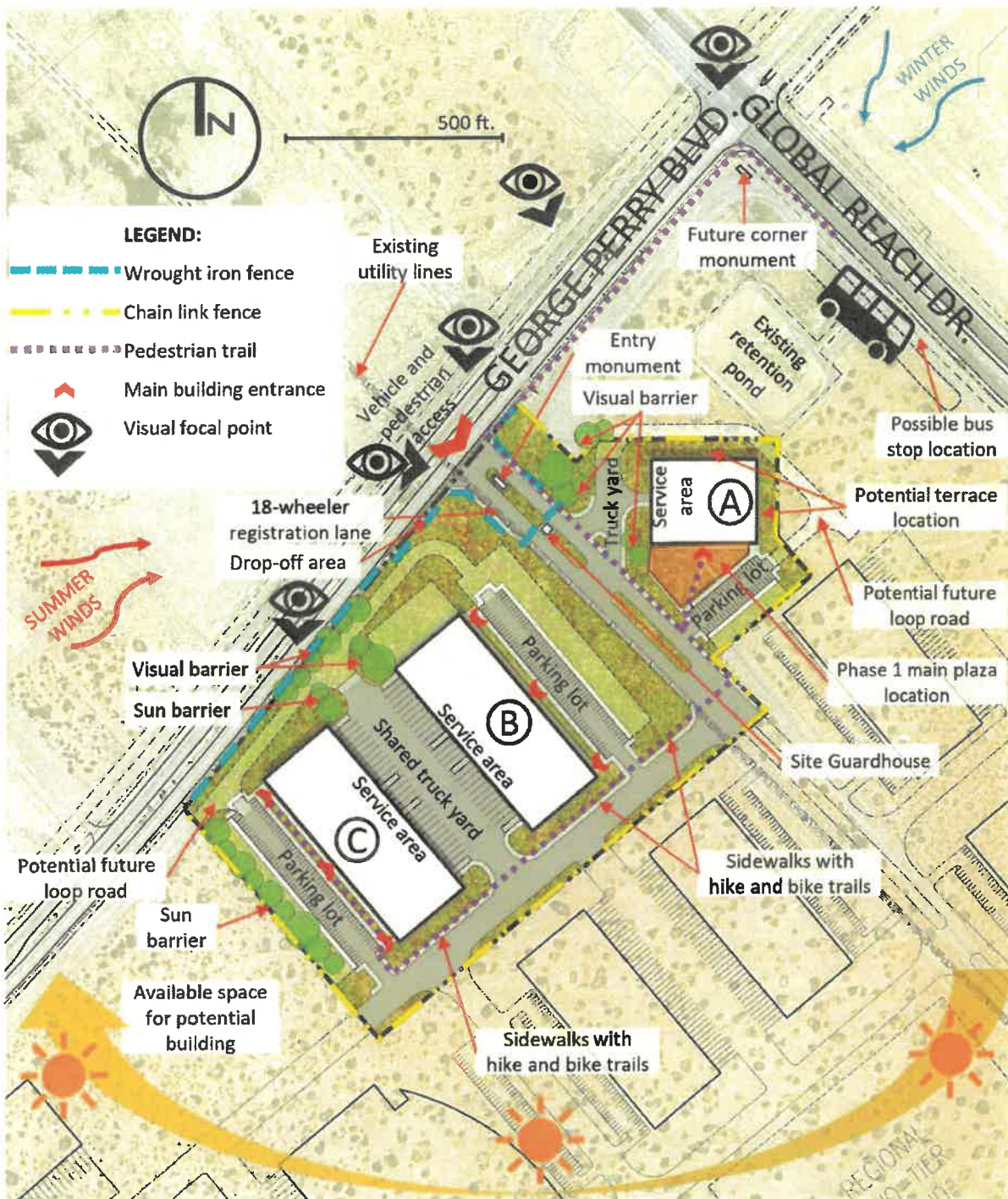
Billings/Payments:

Invoices for Brock & Bustillos Inc.'s services shall be submitted either upon completion of such services or on a monthly basis. Payment to the Engineer will be due upon receipt of monthly invoices. If Client fails to pay the Engineer the full invoice amount within thirty (30) days of receipt, Client will be charged for collection efforts in accordance with this Compensation Schedule. If payment is not received by the 60th day, a Work Stoppage Order will become effective. If payment is not received by the 75th day, a Mechanic's Lien will be filed with the County Clerk's Office in pursuit of payment for professional surveying and/or engineering services, in accordance with the procedures as outlined in the most current edition of the Texas Property Code. Aged invoices will begin accumulating collection fees and 1.50% interest per month based on an average APR of 18.0 % per year after the 100th day of the invoice.

CHAPTER 2 – PROJECT NEEDS AND REQUIREMENTS

PHASE 1 SITE

Phase 1 of this project consists of the construction of 3 buildings, Building A, Buildings B, and Building C. It also includes one site guardhouse, and the associated site development required for them to function properly, taking into consideration the planned infrastructure for the future phases. The location of the three buildings was selected due to the existing utilities that are along George Perry Blvd.



evaluate the best way to serve the development. Additional information, including location for mentioned High Pressure and Medium Pressure distribution mains will be provided by TGS.

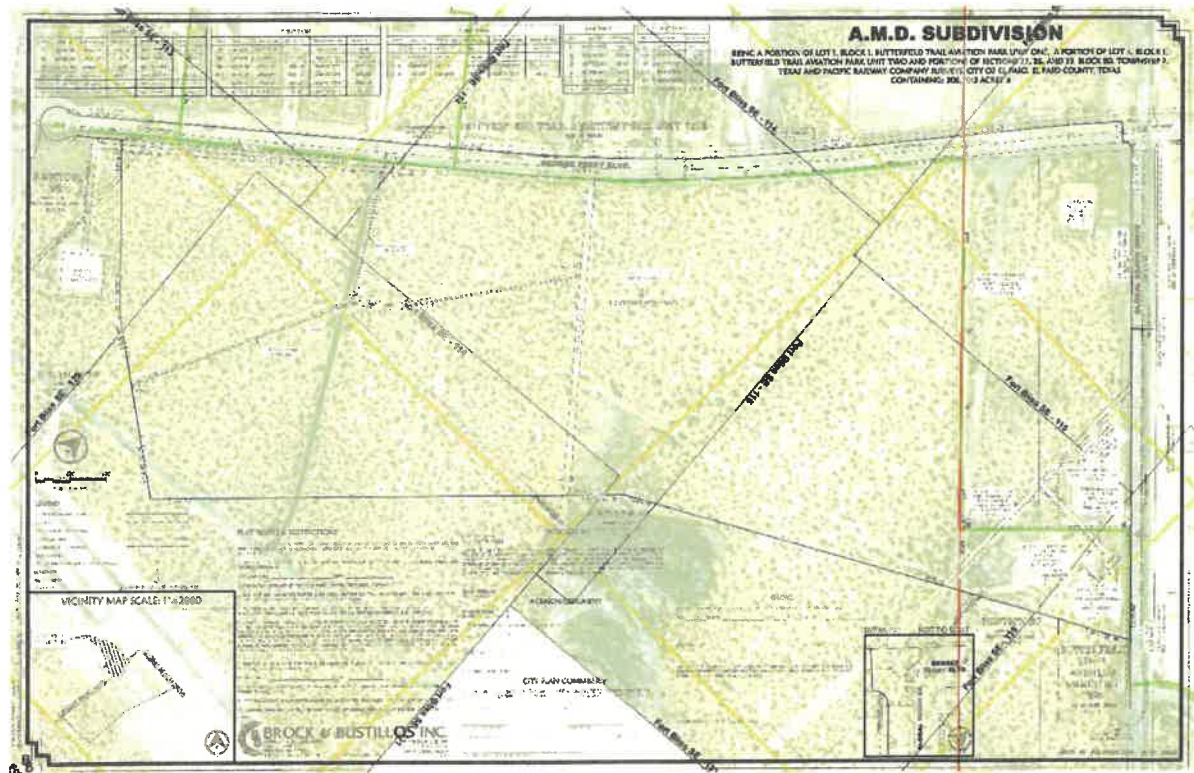


Image credit: Texas Gas Service and Brock and Bustillos, Inc. Edited by ECM A JMT DIVISION.

For gas infrastructure subdivisions maps please see [Appendix A-08](#).

AT&T

A record drawings request form was filed with AT&T along with basic project information such as site location and master plan. As of the date on this report, AT&T has not provided the requested infrastructure records.

SPECTRUM

ECM/JMT reached out to Spectrum however, as of the date of this report, the utility company has been non-responsive.

ADDITIONAL INFRASTRUCTURE

ECM/JMT submitted Texas 811 Design Ticket 2363503274 requesting existing underground utility line location and identification. In response, ECM/JMT was informed about the existence of a liquids pipeline belonging to Kinder Morgan. Reaching out to Kinder Morgan, one of the largest energy infrastructure companies in North America specializing in owning and controlling oil and gas pipelines and terminals, ECM/JMT was informed that, based upon the location of the planned excavation, Kinder Morgan appears to have no facilities within the specified project area and, therefore, has no conflict with the proposed project.

| | | | | |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|--------------------------------------------------------------------------------------------------------------------------------------------------|--|--|
| MIJARES-MORA ARCH. B-T-IMP-AMD PROJECT 60 ACRES 310 GEORGE PERRY BLVD. PORTION OF LOT 1, BLOCK 1, AMD SUB. (ENGINEERING, SURVEYING OR BOTH): | | PROPOSAL NO. 2024-0910 This A Lump Sum? <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO DATE: 10-08-2024 | | |
| | | <input type="checkbox"/> Engineering <input checked="" type="checkbox"/> Surveying <input type="checkbox"/> BOTH | | |

| Task | Quantities | Units | 2024 Rate | Amount |
|-------------------------------------------------------------------------------------------------------|------------|--------|-------------|--------------|
| Professional Staff | | | | |
| Principal Engineer | | Hour | \$236.00 | - |
| Senior Engineer | | Hour | \$236.00 | \$ - |
| Survey Manager/R.P.L.S. | 32.00 | Hour | \$236.00 | \$ 7,552.00 |
| Project Manager | | Hour | \$204.00 | \$ - |
| Project Engineer | | Hour | \$149.00 | \$ - |
| Design Engineer | | Hour | \$139.00 | \$ - |
| Design Engineer | | Hour | \$116.00 | \$ - |
| Expert Witness (Civil Discipline) | | Hour | \$415.00 | \$ - |
| Expert Witness (Surveying Discipline) | | Hour | \$415.00 | \$ - |
| Technical Staff | | | | |
| Civil Designer | | Hour | \$138.00 | \$ - |
| Engineering Design Technician | | Hour | \$113.00 | \$ - |
| Senior Engineering CAD Draftsman | | Hour | \$95.00 | \$ - |
| Engineering CAD Draftsman | | Hour | \$73.00 | \$ - |
| Surveying Technician | 80.0 | Hour | \$126.00 | \$ 10,080.00 |
| Senior Surveying CAD Draftsman | 150.0 | Hour | \$95.00 | \$ 14,250.00 |
| Surveying CAD Draftsman | | Hour | \$73.00 | \$ - |
| Field Project Representative (FPR/RPR) | | Hour | \$126.00 | \$ - |
| Administrative Staff | | | | |
| Administrative Assistant | 16.0 | Hour | \$73.00 | \$ 1,168.00 |
| Administrative Clerk | | Hour | \$82.00 | \$ - |
| Field Surveying Technicians | | | | |
| One Man Survey Crew (Regular Rate-Party Chief) | | Hour | \$126.00 | \$ - |
| One Man Survey Crew (OT Rate-Party Chief) | | Hour | \$168.00 | \$ - |
| Two Man (Regular Rate-Party Chief, Rodman) | 171.0 | Hour | \$170.00 | \$ 29,070.00 |
| Two Man (OT Rate-Party Chief, Rodman) | | Hour | \$232.00 | \$ - |
| Two Man w/Prof. Surveyor as Party Chief (Regular Rate) | | Hour | \$295.00 | \$ - |
| Two Man w/Prof. Surveyor as Party Chief (OT Rate) | | Hour | \$341.00 | \$ - |
| Three Man (Regular Rate-Party Chief, Instrumentman, Rodman) | | Hour | \$238.00 | \$ - |
| Three Man (OT Rate-Party Chief, Instrumentman, Rodman) | | Hour | \$295.00 | \$ - |
| Four Man (Regular Rate-Party Chief, Instrumentman, 2-Rodmen) | | Hour | \$267.00 | \$ - |
| Four Man (OT Rate-Party Chief, Instrumentman, 2-Rodmen) | | Hour | \$381.00 | \$ - |
| Flagger (Daily Rate) *This rate can be added to any of the above crews and is per individual Flagger. | | Hour | \$110.00 | \$ - |
| Subtotal Labor | | | | \$ 62,120.00 |
| Sub Consultants | | | | |
| Subcontract - Engineer | | LS | \$ - | \$ - |
| Subcontract - Soil Services/Testing | | LS | \$ - | \$ - |
| Subcontract - Subsurface Utility Mapping/Engineering | | LS | \$ - | \$ - |
| Subcontract - Aerial Mapping | | LS | \$ - | \$ - |
| Subcontract - Elect/Mech | | LS | \$ - | \$ - |
| Subcontract - Other | | LS | \$ - | \$ - |
| Subtotal Subs | | | | \$ - |
| Direct Costs | | | | |
| Mileage (Personal Vehicle) | 120.0 | mile | \$ 0.670 | \$ 80.40 |
| Mileage (Survey Crew 4x4 Trucks) | 800.0 | mile | \$ 1.030 | \$ 824.00 |
| Mileage Ranger All Terrain Vehicle Usage | | day | \$ 147.00 | \$ - |
| Reproduction-Copies (8.5 X 11) - Bond (B&W) | 300 | each | \$ 0.23 | \$ 69.00 |
| Reproduction-Copies (8.5 X 11) - Bond (Color) | | each | \$ 0.55 | \$ - |
| Reproduction-Copies (11 X 17) - Bond (B&W) | 100 | each | \$ 0.50 | \$ 50.00 |
| Reproduction-Copies (11 X 17) - Bond (Color) | | each | \$ 1.16 | \$ - |
| Reproduction-Copies (12 X 18) - Bond (B&W) | | each | \$ 0.79 | \$ - |
| Reproduction-Copies (12 X 18) - Bond (Color) | | each | \$ 1.58 | \$ - |
| Reproduction-Copies (24 X 36) - Bond (B&W) | 50 | each | \$ 7.72 | \$ 386.00 |
| Reproduction-Copies (24 X 36) - Bond (Color) | | each | \$ 14.70 | \$ - |
| Reproduction-Copies (30 X 42) - Bond (B&W) | | each | \$ 11.29 | \$ - |
| Reproduction-Copies (30 X 42) - Bond (Color) | | each | \$ 19.95 | \$ - |
| Reproduction-Copies (36 X 48) - Bond (B&W) | | each | \$ 14.70 | \$ - |
| Reproduction-Copies (36 X 48) - Bond (Color) | | each | \$ 27.30 | \$ - |
| Reproduction-Copies (12 X 18) - Mylars (B&W) | | each | \$ 7.35 | \$ - |
| Reproduction-Copies (24 X 36) - Mylars (B&W) | | each | \$ 14.18 | \$ - |
| Reproduction-Copies (30 X 42) - Mylars (B&W) | | each | \$ 17.85 | \$ - |
| Delivery by Courier | | each | \$ 45.00 | \$ - |
| Safety - Traffic Control Plan (Typical - Work Zone) | | LS | \$ 1,700.00 | \$ - |
| Safety - Traffic Control - Setup & Maintenance (Can be Project Specific per Day) | | Day(s) | \$ 600.00 | \$ - |
| Legal Research/Title Commitment | | each | \$ 380.00 | \$ - |
| 1st Class Mail Postage-Letter | | each | \$ 0.68 | \$ - |
| Surveying Field Supplies | 4 | LS | \$ 100.00 | \$ 400.00 |
| Field Scanner | | DY | \$ 1,200.00 | \$ - |
| Meals & Lodging | | LS | \$ 200.00 | \$ - |
| Travel | | LS | \$ - | \$ - |
| GPS Time for OPUS | | LS | \$ - | \$ - |
| Miscellaneous Other | | LS | \$ - | \$ - |
| Subtotal Direct Costs | | | | \$ 1,809.40 |

| | |
|------------------------------------------------|--------------|
| Subtotal Labor | \$ 62,120.00 |
| Subtotal Sub's Labor | \$ - |
| Subtotal Direct Costs | \$ 1,809.40 |
| 10% Mark Up on Subs & ODC's | \$ 0.00 |
| Subtotal * (Subs, D.C.s & Mark-Ups) | \$ 1,809.40 |
| If Lump Sum or NTE, Add Risk % | \$ 10.00% |
| Subtotal * All % | \$ 70,322.34 |

| | |
|--------------------------------------------------------------|--------------|
| Boundary Taxable Amount: | \$ 10,000.00 |
| (Surveyor to determine the Applicable Boundary Costs) | |
| If Applicable, Tax Rate | 8.25% |
| Texas Boundary Taxes | \$ 825.00 |

| | |
|------------------------|--------------|
| Proposal Total: | \$ 71,147.34 |
|------------------------|--------------|



October 7, 2024

Mr. Jorge L. Mora, AIA, LEED AP
Vice President / Principal-in-Charge
Mijares-Mora Architects, Inc.
111 N. Festival Drive
El Paso, TX 79912

**Re: Proposal for Professional Services
Advanced Manufacturing District, El Paso, TX
Walter P Moore Proposal No. 24-3208**

Dear Jorge:

Walter P Moore is pleased to submit this proposal to provide professional services for the referenced project.

This proposal is presented in order to establish a basis for the commencement of our scope of services for the Project. We anticipate that Mijares-Mora Architects, Inc. has been or will be retained by the Owner as the prime design consultant for the Project. We anticipate that this Proposal and Agreement for Professional Services and attachments, when signed, will serve as our entire Agreement unless superseded by another document signed by both parties.

Basis of Proposal

This proposal is based on the information in the email sent on September 25, 2024, which contained potential studies needed and the site plan

Agreement

If this proposal is acceptable, please sign the attached Proposal and Agreement for Professional Services where indicated and return the signed copy to us. This proposal is valid for 60 days.

We very much appreciate the opportunity to provide these services and look forward to working with you on this Project.

Sincerely,

WALTER P. MOORE AND ASSOCIATES, INC.

A handwritten signature in blue ink, appearing to read "J. Diaz".

Juan D. Diaz, P.E., PTOE
Associate

A handwritten signature in blue ink, appearing to read "Jennifer L. Peek".

Jennifer L. Peek, P.E., PTOE, PTP
Managing Principal

Attachments: Agreement for Services



PROPOSAL AND AGREEMENT FOR PROFESSIONAL SERVICES - Terms Attached

Project: Advanced Manufacturing District - COEP
Client: Mijares Mora Architects, Inc.
Client Contact: Jorge Mora
Proposal Date: October 7, 2024
Proposal Number: 24-3208

Walter P. Moore and Associates, Inc. (Walter P Moore) shall provide services to Mijares Mora Architects, Inc. for the Advanced Manufacturing District Project as defined below and in accordance with the attachments listed below:

Project Description: It is our understanding that the project consists of preparation of a Traffic Impact Analysis for the Advanced Manufacturing District development in the City of El Paso. There could also be a task involving site circulation analysis of expected traffic for the proposed development.

Project Parameters: Walter P Moore's fee for Basic Services is based upon the information about the Project described in this Agreement for Professional Services. If our understanding of the project scope is inaccurate or the project scope materially changes, we understand that our compensation will be equitably adjusted.

Scope of Services: Walter P Moore's scope of Basic Services for This Part of the Project includes, based upon the Project Parameters, the services described in the attached Schedule ST1: Scope of Basic Traffic Engineering Services. A non-exclusive list of services not included within Basic Services is attached as Schedule ST17: Excluded Services, attached.

Compensation: Walter P Moore shall provide Basic Services for This Part of the Project on a Lump Sum fee basis separated by task, calculated and payable in accordance with the terms in Schedule T1 "Terms of Agreement," attached. Our fees for Basic Services are as follows:

| Basic Services Fee - Summary by Task | <u>Traffic</u> |
|------------------------------------------------------------------------|-----------------------|
| Scoping Meeting | \$ 2,500 |
| Traffic Impact Analysis | \$ 19,000 |
| Traffic Impact Analysis Task Total | \$ 21,500 |
| Site Circulation Study Task | \$ 15,000 |
| <i>Estimated Reimbursable Expenses (including data collection)</i> | <i>\$ 3,500</i> |

Walter P Moore's fee for Basic Services does not include sales tax, fees for any Additional Services or Reimbursable Expenses.

Additional Supplemental Services: Any additional supplemental services requested by Client or services (identified in Schedule ST17 Excluded Services) provided not described as Basic Services or required supplemental services above shall be provided without invalidating this Agreement as Additional Services. Any Additional Supplemental Services shall be compensated in addition to compensation for Basic Services and required Supplemental Services stated above on either an agreed lump sum basis or on an hourly basis according to Schedule RC1 "Billing Rate Schedule," attached. Any Additional Services for services provided by any consultant retained by Walter P Moore shall be compensated at a multiple of 1.10 times the amount

for such services billed to Walter P Moore. The Billing Rate Schedule shall be revised annually and shall replace the Hourly Invoicing Rates Schedule described above without invalidating this Agreement.

Reimbursable Expenses: Miscellaneous, project-related, out-of-pocket expenses incurred by Walter P Moore in providing its services shall be reimbursed in addition to any fees as described in Schedule T1 "Terms of Agreement." A reimbursable budget of \$3,500 is recommended for this project.

Client's Responsibilities: Client shall provide overall management and coordination for the design of the Project. Walter P Moore agrees to participate in the coordination effort, to be led by Client, in order that This Portion of the Project is coordinated with the designs and deliverables of the other members of the Project design team.

The Client shall provide to Walter P Moore in a timely manner full information of which the Client is aware regarding any special conditions, design criteria, reports, or special services needed, and to make available any existing data or drawings concerning the Project and Project Site. Walter P Moore shall be entitled to rely upon the accuracy and completeness of any such information provided.

Project Schedule: Walter P Moore shall endeavor to achieve the requirements of a reasonable schedule determined appropriate for the Project. Walter P Moore's fee for Basic Services is based, in part, upon the Project being executed in a timely manner without significant delays or interruptions. We are prepared to begin work immediately after receipt of an executed copy of this agreement.

In order for Walter P Moore to proceed with its services toward accomplishment of the Project Schedule, the following information from Client shall be timely provided to Walter P Moore:

1. The attached copy of this Agreement, duly executed.
2. All existing available site drawings

Client agrees to furnish Walter P Moore, in a timely manner, full information regarding any special conditions or criteria for the Project or special services needed, and to make available to Walter P Moore all pertinent, existing data concerning the Project and Project site of which Client is aware. Walter P Moore shall be entitled to rely upon the accuracy and completeness of any such information provided by Client.

Limitation of Liability: To the maximum extent permitted by law, Client agrees to limit Walter P Moore's liability for claims arising from or related to the Agreement or the Scope of Services to the Sum of \$50,000 or Walter P Moore's paid fee, whichever is less. This limitation shall apply regardless of the cause of action or legal theory pleaded or asserted, including any kind of indemnity.

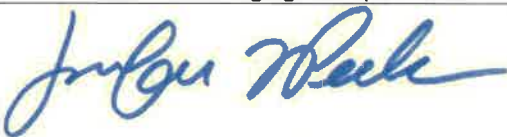
Payment: Walter P Moore shall be paid based upon the following basis and as defined in the attached Terms of Agreement.

1. **Lump Sum Fee** - The total fee payable shall be the total sum stated herein, and payments shall be made periodically based upon Walter P Moore's percentage complete of the total fee as of the invoice date, or according to the schedule of payment by design phase if such schedule is expressly included herein.

Attachments: The following attachments are incorporated by reference as if set forth at length. In the event of a direct conflict between this Agreement and the content of any of the Attachments, this Agreement shall govern.

- Schedule T1: Terms of Agreement
- Schedule RC1: Billing Rate Schedule – Infrastructure - 2024
- Schedule ST1: Scope of Basic Traffic Engineering Services
- Schedule ST17: Excluded Services

Executed on this ____ day of _____, 2024 by:

| | |
|--------------------------------------------------------------------------------|---------------------------------------------------------------------------------------|
| Client: Mijares-Mora Architects, Inc. Jorge L. Mora / Vice President | Walter P. Moore and Associates, Inc.: Jennifer L. Peek / Managing Principal |
| |  |



Schedule T1 TERMS OF AGREEMENT

I. Compensation & Expenses

- A. Walter P. Moore and Associates, Inc., "WALTER P MOORE", shall be paid based upon the following basis and as stated in the Agreement for Professional Services.
 - 1. **Lump Sum Fee** - The total fee payable shall be the total sum stated herein, and payments shall be made periodically based upon WALTER P MOORE's percentage complete of the total fee as of the invoice date, or according to the schedule of payment by design phase if such schedule is expressly included herein.
- B. WALTER P MOORE shall be compensated for all services provided regardless of whether the improvements designed are built, in whole or in part.
- C. Additional Services: Additional Services shall be paid monthly in proportion to the percentage of the Additional Services completed for Lump Sum Fee compensation, or for the number of hours spent for Time and Expense Fee compensation, as of the invoice date.
- D. Reimbursable Expenses: Miscellaneous out-of-pocket project related expenses including, without limitation; printing, postage, courier costs, lodging, travel expenses, etc., shall be charged at the incurred cost. Mileage shall be charged at IRS Standard Business Mileage Rate in effect at the time of travel.
- E. Reimbursable Services: Third Party services retained by WALTER P MOORE on behalf of Client shall be charged at the incurred cost plus 10%.
- F. Sales taxes, if applicable, are not included and shall be paid by the Client.

II. Invoices and Payments

- A. WALTER P MOORE will prepare and present invoices in WALTER P MOORE's standard format on a monthly basis, unless other arrangements are stated in the Agreement.
- B. Client shall pay WALTER P MOORE for approved invoices within seven (7) days from date Client receives payment for WALTER P MOORE's portion of the Work. If Client receives a partial payment from Owner, Client agrees to diligently pursue payment from the Owner on behalf of WALTER P MOORE.
- C. If the Client does not receive full payment when due from the Owner for any cause that is not proven to be the fault of WALTER P MOORE, WALTER P MOORE shall nevertheless receive full payment as defined herein.

- D. Final payment for all fees and expenses is due to WALTER P MOORE no later than completion of WALTER P MOORE's services.
- E. Any costs incurred by WALTER P MOORE in collecting delinquent amounts including, without limitation, reasonable attorney's fees shall be reimbursed by the Client. If any portion of WALTER P MOORE's invoice is disputed, the undisputed portion shall be paid by the Client by the due date, and Client shall contemporaneously advise WALTER P MOORE in writing of the basis for any disputed portion of any invoice.
- F. WALTER P MOORE reserves the right to declare a substantial breach of this Agreement upon the Client's failure to make payment for services performed or Reimbursable Expenses incurred within forty-five (45) days after Client's receipt of payment from the Client.
- G. Upon Termination or Suspension of this agreement, WALTER P MOORE may charge interest on the amounts due but unpaid at the lesser of the highest legal rate or twelve percent (12%) per annum.
- H. No deductions shall be made from WALTER P MOORE's compensation on account of penalty, liquidated damages, or other sums withheld from payments to Contractor or Client, or on account of the cost of changes in the Work except to the extent such costs are found by a court of competent jurisdiction to be caused by WALTER P MOORE.

III. Responsibilities of the Client

- A. The Client shall, with reasonable promptness, perform including, without limitation, the following:
 - 1. Verify that the contemplated Project will be financed adequately, including provisions for contingencies, to accomplish stated goals and commitments.
 - 2. Define the Project in writing and list the Owner's intended functions and needs and enumerate any special design criteria, for This Part of the Project, such as high water usage, heavy equipment loads, clear space requirements and other special structural or civil criteria.
 - 3. Provide all available information regarding requirements for This Part of the Project. WALTER P MOORE shall have the right to rely on the accuracy and completeness of any information provided by Client.
 - 4. When requested in writing by WALTER P MOORE, the Owner shall furnish the services of other reasonably required Consultants including, without limitation; surveyor, wind-

- tunnel studies, geotechnical and testing laboratory. These services shall be furnished at no charge to WALTER P MOORE which shall be entitled to rely upon the accuracy and completeness of any such Consultants' work.
5. Advise WALTER P MOORE of the identity and scope of services of other Consultants participating in the Project.
 6. Review WALTER P MOORE's work for compliance with Owner's programmatic requirements and for overall coordination with the work of the Client and other Consultants.
 7. Notify WALTER P MOORE promptly if Client becomes aware of any fault with This Part of the Project or nonconformance of the Contract Documents prepared by WALTER P MOORE.
 8. Prepare and assemble specifications for the General Conditions, Supplementary Conditions and all components of the Project, and coordinate assembly of WALTER P MOORE's specification sections into the proper format.
 9. Furnish to WALTER P MOORE copies of preliminary or detailed estimates of Total Project Construction Cost, bidding documents, change orders, and construction change directives, to the extent that they pertain to This Part of the Project.
 10. Furnish to WALTER P MOORE for review and recommendation all construction phase submittals that pertain, directly or indirectly, to This Part of the Project.
 11. Confer with WALTER P MOORE before issuing any interpretations or clarifications of documents prepared by WALTER P MOORE.
 12. Endeavor to protect the interests of WALTER P MOORE in any dealings with Owner during the course of the Project to same extent as Client protects its interests.
- B. If a signed certificate is to be provided as a deliverable of WALTER P MOORE, the Client shall provide Water P Moore with the exact requested wording no later than five (5) days prior to the anticipated execution date of the Agreement. To the extent such wording is currently available; it shall be attached to the Agreement for Professional Services as an exhibit and made part of the Agreement for Professional Services. Under no circumstances shall WALTER P MOORE be required to execute a certificate that requires WALTER P MOORE to accept duties or have knowledge beyond that required by the Agreement.
- C. CLIENT shall pay all costs WALTER P MOORE incurs because of any professional licensing or other complaint filed against WALTER P MOORE, or anyone related to it, related to any certificate of merit, or its equivalent, that results from this Project.
- #### IV. Instruments of Service
- A. Drawings, specifications, and other documents prepared by WALTER P MOORE pursuant to the Agreement are instruments of WALTER P MOORE's professional services ("Instruments of Service"). WALTER P MOORE shall be deemed the author of these documents and shall retain all common law, statutory, and other reserved rights, including the copyrights. Provided that Client is not in breach of the Agreement, Client is granted a limited, non-exclusive license to use WALTER P MOORE's Instruments of Service for the construction, use, replacement, and maintenance of the Project. The Client shall be permitted to retain copies, including reproducible copies, of the Instruments of Service for the purposes permitted by the non-exclusive license. The Instruments of Service shall not be used on any other project, or for completion of the Project by others, except as permitted by law in the event WALTER P MOORE has been adjudged in default under the Agreement or except by separate written agreement of the parties with appropriate compensation to WALTER P MOORE. Third parties such as the Contractor shall be permitted to obtain a copy of the Instruments of Service in electronic format in connection with the construction of the Project by executing WALTER P MOORE's standard agreement for such use.
 - B. The Client or WALTER P MOORE shall not make changes in each other's Drawings, Specifications, and other documents without written permission of the other party.
- #### V. Insurance
- A. Client and WALTER P MOORE shall endeavor to maintain their respective professional liability insurance covering claims arising out of the performance of professional services under the Agreement or the Project or caused by negligent errors, omissions or acts for which each may be liable. This insurance, as reflected in the parties' certificates of insurance, shall be maintained in force for a period of One (1) year after the date of Substantial Completion of the Project, if reasonably available and commercially affordable, or as otherwise agreed to and documented by Client and WALTER P MOORE.
 - B. Unless otherwise agreed, WALTER P MOORE and Client shall each provide insurance to protect themselves from: 1) claims under workers' or workmen's compensation acts; 2) from general liability claims for damages because of bodily injury, including personal injury, sickness, disease, or death of any employees or of any other person and from claims for damages because of destruction of

property including loss of valuable papers and records coverage and including loss of use resulting therefrom; and 3) employment practices liability.

- C. The insurance coverage required by the above paragraphs shall be in not less than the limits required by law and as otherwise agreed.
- D. If Owner enters into a construction contract based in whole or in part upon design services performed or deliverables prepared by WALTER P MOORE under the Agreement, Client shall use its best efforts to require in the Contract Documents that the Contractor shall: 1) provide liability insurance appropriate and adequate for the size and complexity of the Project; 2) agree to hold harmless, defend and indemnify Client and WALTER P MOORE against claims and lawsuits by Contractor or its subcontractors or suppliers of any tier for economic loss; and 3a) name WALTER P MOORE as an additional insured party, and 3b) waive any right of subrogation against WALTER P MOORE, under any commercial general liability or builders' risk policy providing coverage with respect to the construction of the Project; provided, however, that Client shall use its best efforts to have Owner name WALTER P MOORE as an additional insured on, and waive subrogation against WALTER P MOORE under, any such policies Owner provides with respect to the Project.

VI. Controlling Law and Disputes

- A. The Agreement, and its interpretation and performance, shall be governed by the laws of the United States of America and State of Texas notwithstanding any choice of law principles. Exclusive venue for any dispute arising out of the interpretation or performance of the Agreement shall be in county and state where the Project is located.

VII. Standard of Care

- A. WALTER P MOORE shall provide services under the Agreement in a manner consistent with that degree of care and skill customarily exercised by members of the same profession currently practicing under similar circumstances.

VIII. Time for Performance

- A. WALTER P MOORE shall perform its services as expeditiously as is consistent with the Standard of Care as defined herein and the orderly progress of the Project.

IX. Indemnity, Limitations of Liabilities, Warranty and Remedies

- A. WALTER P MOORE shall not be responsible or held liable for any acts or omissions of Client, Client's other Consultants, Contractor or any of its subcontractors or suppliers of any tier or any other persons or entity performing any of the Work.

- B. WALTER P MOORE agrees, to the fullest extent permitted by law, to hold harmless and indemnify Client from and against any and all claims, damages, fines, penalties, assessments, requirements or liabilities including, without limitation, claims for injury to persons or property, death, or economic loss, and costs including, without limitation, reasonable attorney's fees and defense and response costs that arise under the Agreement for Professional Services to the extent such damages are caused by the negligence of WALTER P MOORE.
- C. Client agrees, to the fullest extent permitted by law, to hold harmless and indemnify WALTER P MOORE from and against any and all claims, damages, fines, penalties, assessments, requirements or liabilities including, without limitation, claims for injury to persons or property, death, or economic loss, and costs including, without limitation, reasonable attorney's fees and defense and response costs that arise under the Agreement for Professional Services to the extent such damages are caused by the negligence of the Client.
- D. If WALTER P MOORE's construction contract administration services are limited or excluded from WALTER P MOORE's scope of services, it is agreed that WALTER P MOORE's professional services shall not extend to or include any review or site observation of Contractor's work or performance, and Client shall in such circumstances, to the fullest extent permitted by law, hold harmless and indemnify WALTER P MOORE from and against any and all claims, damages, liabilities including without limitation, claims for injury to persons or property, death, or economic loss, or costs including without limitation reasonable attorney's fees and defense costs arising out of, or alleged to arise out of, designs or deliverables of WALTER P MOORE regardless of whether any such claims, damages, liabilities, or costs were, or were alleged to be, caused in part by the negligence or negligent misrepresentation of WALTER P MOORE or someone for whom WALTER P MOORE is legally responsible.
- E. Because remodeling and/or rehabilitation of an existing structure and/or related infrastructure requires that certain assumptions be made regarding existing conditions, and because these assumptions may not be verifiable without expending inordinate amounts of time and money, or damaging otherwise adequate and serviceable portions of the structure, Client agrees, to the fullest extent permitted by law to hold harmless and indemnify WALTER P MOORE from and against any and all claims, damages or liabilities including, without limitation, claims for injury to persons or

property, death, or economic loss, and costs including, without limitation, reasonable attorney's fees and defense costs arising out of any designs or deliverables of WALTER P MOORE based in whole or in part upon any assumptions made by WALTER P MOORE regarding existing conditions, excepting only those claims, damages, liabilities or costs to extent caused by the negligence or willful misconduct by WALTER P MOORE.

F. To the maximum extent permitted by law, Client agrees to limit Walter P Moore's liability for claims arising from or related to the Agreement or the Scope of Services to the Sum of \$50,000 or Walter P Moore's paid fee, whichever is less. This limitation shall apply regardless of the cause of action or legal theory pleaded or asserted, including any kind of indemnity.

G. Other than as expressly stated herein, WALTER P MOORE makes no other express or implied warranties regarding the performance or result of these services.

X. Successors and Assigns

- A.** Client and WALTER P MOORE, respectively, bind themselves, their partners, successors, assigns, and legal representatives to the other party to the Agreement and to the partners, successors, assigns and legal representatives of such other party with respect to all covenants of the Agreement
- B.** Neither party to the Agreement shall transfer, sublet, or assign any rights under or interest in the Agreement (including, without limitation, monies that are due or monies that may be due) without the prior written consent of the other party. Subcontracting to subconsultants shall not be considered an assignment for purposes of the Agreement, and nothing contained in this paragraph shall prevent WALTER P MOORE from employing such independent professional associates and Consultants as WALTER P MOORE may deem appropriate to assist in the performance of services hereunder.
- C.** Nothing under the Agreement shall be construed to confer any rights or benefits in the Agreement to anyone other than Client and WALTER P MOORE, and all duties and responsibilities undertaken pursuant to the Agreement shall be for the sole and exclusive benefit of Client and WALTER P MOORE and not for the benefit of any other party.

XI. Hazardous Material

- A.** WALTER P MOORE shall have no responsibility for the detection, presence, removal, encapsulation, treatment, abatement, storage, transportation, disposal, or any other form of identification or handling of any asbestos, asbestos containing products materials or substances, polychlorinated biphenyl (PCB), or any other materials, constituents

or substances that are, or are deemed to be, hazardous under the Resource Conservation and Recovery Act of 1976 as amended or any other similar federal, state or local regulation or law ("Hazardous Material"). Client shall use its best efforts to have Owner furnish any tests for Hazardous Materials and other laboratory and environmental tests, inspections, reports, mitigation, or removal as necessary or required by law since no such test shall be provided by or through WALTER P MOORE.

- B.** Client agrees, to the fullest extent permitted by law, to hold harmless and indemnify WALTER P MOORE from and against any and all claims, damages, fines, penalties, assessments, requirements or liabilities including, without limitation, claims for injury to persons or property, death, or economic loss, and costs including, without limitation, reasonable attorney's fees and defense and response costs arising out of any one or more of the claims listed below with respect to Hazardous Materials.

XII. Termination and Suspension

- A.** The Agreement may be terminated by either party at such time as the Prime Agreement between Client and Owner is terminated. The Client shall promptly notify WALTER P MOORE in writing of such termination.
- B.** The Agreement may be terminated by either party upon not less than Seven (7) days' written notice should the other party fail substantially to perform in accordance with the terms of the Agreement through no fault of the party initiating the termination, and such failure to perform is not cured within such Seven (7) days.
- C.** After the Project or WALTER P MOORE's services are interrupted or suspended for any cause other than the fault of WALTER P MOORE for more than Forty-Five (45) calendar days in the aggregate over the term of the Agreement, WALTER P MOORE may, at its option at any time thereafter, without waiving any other right or remedy, and without incurring any liability to Client or any other party, terminate the Agreement upon seven days written notice without cure or suspend its services, and WALTER P MOORE shall be compensated for all its services performed and reimbursable expenses incurred prior to the termination or commencement of suspension of services by WALTER P MOORE. WALTER P MOORE shall have no liability to Client or otherwise for such suspension, and Client covenants not to make any claim for any delay or damage alleged to have resulted from such suspension. If WALTER P MOORE elects to suspend its services, Client shall, upon WALTER P MOORE's resumption of services, compensate WALTER P MOORE for expenses

incurred as a result of the suspension and resumption of its services, and WALTER P MOORE's schedule and fees for the remainder of WALTER P MOORE's Project services shall be equitably adjusted.

- D. If Client is in breach of the Agreement, WALTER P MOORE may at any time thereafter, without waiving any other right or remedy, and without incurring any liability to Client or any other party, upon Seven (7) calendar days' written notice suspend its services to Client. WALTER P MOORE shall have no liability to Client or otherwise for such suspension, and Client covenants not to make any claim for any delay or damage alleged to have resulted from such suspension. If WALTER P MOORE elects to resume its services, provided that WALTER P MOORE has not previously terminated the Agreement, and upon receipt of payment in full to WALTER P MOORE of all outstanding sums due from Client, or curing of such other breach by Client which caused WALTER P MOORE to suspend services, Client shall as Additional Services compensate WALTER P MOORE for expenses incurred as a result of the suspension and resumption of its services, and WALTER P MOORE's schedule and fees for the remainder of WALTER P MOORE's Project services shall be equitably adjusted.

XIII. Force Majeure

- A. In the event that WALTER P MOORE is obstructed, interrupted, or impeded, directly or indirectly, in performing any of its obligations under the Agreement by an Act of God, sickness, disease, infection, epidemic, government order, building closure, fire, flood, earthquake, terrorism or terrorism threat, adverse weather, war, attack, labor unrest or shortage, civil unrest or any other occurrence beyond the control of WALTER P MOORE, or by any complications, responses (e.g., COVID plans), or unreasonable risks arising from such occurrences, then WALTER P MOORE shall be excused from any further performance of its obligations under the Agreement and entitled to adjustment of the Project schedule and its compensation under this Agreement. Additionally, any obligation by WALTER P MOORE to attend an in-person meeting or site visit shall be: (a) excused if it would, in WALTER P MOORE's judgment, be unsafe or its purposes may be satisfied virtually, and (b) subject to any reasonable protocols that WALTER P MOORE has adopted for the health and safety of its employees.

XIV. Waiver

- A. The failure on the part of either party, at any time, to require full performance by the other party of any portion of the Agreement, shall not be deemed a waiver of, or in any way affect, that party's rights to

enforce such provisions or any other provision at a later time. Any waiver by any party of any provision or on any occasion shall not be taken or held to be a waiver of any other provision or on any other occasion.

XV. Severability and Survival of Terms

- A. If any one or more provisions of the Agreement, any portion thereof, or the application thereof to any person or circumstance, shall for any reason be held invalid, illegal or unenforceable in any respect, any such invalidity, illegality or unenforceability shall be deemed stricken and shall not affect any other provision of the Agreement or the application of such provisions to other persons or circumstances, and the balance of the Agreement shall be enforced to the greatest extent permitted by law. Limitations of liability and remedies and all indemnity obligations shall survive termination of the Agreement for any cause.

XVI. Dispute Resolution

If a dispute arises out of or relates to this contract or the breach thereof, and if the dispute cannot be settled through negotiation, the parties agree first to try to settle the dispute by mediation administered by the American Arbitration Association under its Construction Industry Mediation Procedures before resorting to arbitration or litigation.

XVII. Meaning of Terms

- A. **Client** - The party, with which WALTER P MOORE has entered into the Agreement, responsible for managing the overall design including, without limitation, the design and deliverables of WALTER P MOORE as a WALTER P MOORE under Client's Prime Agreement with Owner.
- B. **Owner** - The individual or entity that retains the Client for prime professional services for the Project under the Prime Agreement.
- C. **Construction Cost of This Portion of the Project** - The total cost incurred by, or if the project is not built, the estimated construction cost to, Owner of all elements of the Project designed or specified by WALTER P MOORE. Such Cost shall include the cost (at current market rates if estimated) of all labor and materials furnished including the overhead, fee, or profit contingency for This Part of the Project.
- D. **Contractor** - A third party, if any, engaged to provide construction services to Owner based in part upon designs and deliverables of WALTER P MOORE.
- E. **WALTER P MOORE** - Walter P. Moore and Associates, Inc., and WALTER P MOORE's independent professional associate or consultant engineering firms.
- F. **Project** - As defined in the Agreement for Professional Services.

- G. **Services** – As defined in the Agreement for Professional Services.
- H. **This Part of the Project** - All elements of the Project design within WALTER P MOORE's discipline designed or specified by WALTER P MOORE.
- I. **Total Project Construction Cost** - The total cost incurred by, or if the project is not built, the estimated construction cost to, Owner of all elements of the Project designed or specified by Client and its consultants. Such Cost shall include the cost at current market rates of all labor and materials furnished including the overhead, fee, or profit contingency, plus the cost of equipment specifically specified by Client and its consultants.



Schedule RC1

BILLING RATE SCHEDULE

Infrastructure Group
2024 Standard

| <u>Category</u> | <u>Rate</u> |
|------------------------------------------|-------------|
| Senior Principal/Managing Principal..... | \$ 375.00 |
| Principal..... | \$ 330.00 |
| Chief Hydrologist..... | \$ 310.00 |
| Managing Director | \$ 310.00 |
| Team Director..... | \$ 290.00 |
| Senior Project Manager | \$ 290.00 |
| Project Manager | \$ 240.00 |
| Senior Engineer | \$ 240.00 |
| Engineer..... | \$ 185.00 |
| Graduate Engineer | \$ 165.00 |
| Senior Transportation Planner | \$ 225.00 |
| Transportation Planner | \$ 170.00 |
| Graduate Transportation Planner..... | \$ 145.00 |
| Senior Graphic Designer | \$ 145.00 |
| Senior GIS Specialist..... | \$ 220.00 |
| GIS Specialist | \$ 175.00 |
| Senior Designer | \$ 230.00 |
| Designer | \$ 150.00 |
| BIM Manager | \$ 235.00 |
| CAD Manager | \$ 235.00 |
| Senior CAD Technician..... | \$ 160.00 |
| CAD Technician | \$ 130.00 |
| Senior Field Representative..... | \$ 170.00 |
| Field Representative | \$ 150.00 |
| Engineering Intern..... | \$ 115.00 |
| Project Accountant | \$ 150.00 |
| Senior Administrative Assistant | \$ 150.00 |
| Administrative Assistant | \$ 120.00 |

Notes:

1. These billing rates are effective through December 31, 2024.
2. Rates are adjusted annually.

Schedule ST1

SCOPE OF BASIC TRAFFIC ENGINEERING SERVICES

I. Traffic Impact Analysis (TIA) Scoping Meeting

- A. Using standards for traffic generation from ITE's *Trip Generation* (latest edition), Walter P Moore will calculate trip generation projections for 24-hour, AM peak hour, and PM peak hour traffic demand based upon the site plan.
- B. Walter P Moore will complete the reviewing agency's access management form, if applicable, to determine if a Traffic Impact Analysis (TIA) is necessary.
- C. Walter P Moore will meet with the reviewing agency to discuss the potential scope of a TIA if it is required for the site.
- D. Walter P Moore will attend up to one meeting with the project team as necessary.

II. Traffic Impact Analysis (if required)

- A. This scope and fee is based on a single Traffic Impact Analysis (TIA) for the proposed development for up to four intersections and two site driveways, to be referred to as the 'study area' throughout this scope. The fee is an estimate based on our understanding of TIA requirements. The actual scope and fee may need to be adjusted based on the scoping meeting.
- B. Walter P Moore will conduct a field inventory of existing conditions including typical roadway cross-sections, roadway and intersection pavement markings, intersection traffic control, intersection lane use, adjacent land use, pedestrian facilities, and unusual roadway features.
- C. Walter P Moore will collect turning movement counts (TMCs) at up to four intersections during the AM and PM peak traffic periods and will include the times of 7:00-9:00 AM and 4:00-6:00 PM.
- D. Walter P Moore will distribute the trips generated by the proposed development throughout the study area based upon prevailing local conditions.
- E. Walter P Moore will develop traffic projections for the anticipated year of buildout. These projections will be developed for the intersections in the study area.
- F. Walter P Moore will complete capacity analysis for existing conditions for the AM and PM peak hours. The analysis will be conducted using Synchro for the intersections in the study area. Results will be reported in standard Level of Service format.
- G. Walter P Moore will complete capacity analysis for background conditions for the anticipated year of buildout for the AM and PM peak hours. The analysis will be conducted using Synchro for the intersections in the study area. Results will be reported in standard Level of Service format.
- H. Walter P Moore will complete capacity analysis for proposed conditions for the anticipated year of buildout for the AM and PM peak hours. The analysis will be conducted using Synchro for the intersections in the study area. Results will be reported in standard Level of Service format.

- I. Walter P Moore will identify any planned improvements to the adjacent roadways and any announced developments affecting the study location, and will include these findings in the analyses.
- J. Walter P Moore will identify proposed improvements, both on-site and off-site, to mitigate unacceptable impacts to intersection levels of service. Mitigation measures can include, but are not limited to, median openings, turn lanes, traffic calming, acceleration lanes, and traffic signals. If a traffic signal is recommended, a full traffic signal warrant study will be completed by Walter P Moore as an additional service.
- K. Walter P Moore will prepare a Traffic Impact Analysis report summarizing the findings and recommendations relative to the proposed development. This report will be submitted to the reviewing agency for their review and potential approval.
- L. Walter P Moore will attend up to two meetings with the Project Team and up to one meeting with the reviewing agency as necessary to review the findings of the TIA.

III. Site Circulation Review (if required)

- A. Walter P Moore will review the site plan that has been developed for the Project, focusing on the proposed on-site vehicular circulation and pedestrian traffic patterns for efficiency of movement and safety concerns. The review will include consideration of the following items.
 - 1. Number of driveways
 - 2. Driveway locations
 - 3. Driveway widths
 - 4. General ingress and egress
 - 5. Site circulation
 - 6. Loading and unloading areas
 - 7. Emergency vehicle access
- B. Walter P Moore will analyze turning maneuvers of the design vehicles using the software AutoTURN. Up to 15 exhibits showing proposed travel routes will be provided to the Architect and Project Team for use in their design.
- C. Walter P Moore will provide the Architect and Project Team with a list of proposed modifications to the site plan to improve traffic circulation for their inclusion in the final design documents.
- D. Walter P Moore will coordinate with Architect as appropriate throughout the project.
- E. Walter P Moore will attend up to two meetings with the Owner and Architect to discuss findings and recommendations.



Schedule ST17

EXCLUSIONS TO BASIC TRAFFIC ENGINEERING SERVICES

These services are excluded because either the scope is still undefined, the work is not anticipated to be required, or the work is to be provided by others or another group within Walter P Moore from whom you have received a separate proposal. If it becomes necessary for Walter P Moore to provide any of these or other services beyond the scope of our Basic Services and said services are authorized by the Client, they will be performed for an additional fee on a time and expense basis in accordance with the attached Schedule T1 or upon a fee basis established at such time as the scope of work is defined.

Specifically excluded services include:

- A. Traffic analysis, not specifically identified in scope
- B. Traffic data collection, not specifically identified in scope
- C. Access Management Application and Variances
- D. Public street modifications
- E. Parking consulting
- F. Attendance at City Planning Commission or City Council meetings
- G. Offsite traffic signage
- H. Offsite turn lane warrant study
- I. Traffic signal warrant study, design, or modification
- J. Traffic Control Plans
- K. Street and site lighting
- L. Utility Design or Relocation
- M. Platting
- N. Permitting

Walter P Moore
Advanced Manufacturing District - COEP
24-3208
October 24, 2024

| Personnel Title/Position | Hourly Rate | Estimated Number of Hours | Estimated Fee |
|-------------------------------------------------------------|-------------|---------------------------|---------------|
| Traffic Impact Analysis | | | |
| Principal | \$ 330.00 | 2 | \$ 660.00 |
| Senior Engineer | \$ 240.00 | 24 | \$ 5,760.00 |
| Graduate Engineer | \$ 165.00 | 80 | \$ 13,200.00 |
| Senior CAD Technician | \$ 160.00 | 12 | \$ 1,920.00 |
| Sub-Total Traffic Impact Analysis | | | \$ 21,540.00 |
| Site Circulation | | | |
| Principal | \$ 330.00 | 2 | \$ 660.00 |
| Senior Engineer | \$ 240.00 | 12 | \$ 2,880.00 |
| Graduate Engineer | \$ 165.00 | 40 | \$ 6,600.00 |
| Senior CAD Technician | \$ 160.00 | 30 | \$ 4,800.00 |
| Sub-Total Site Circulation | | | \$ 14,940.00 |
| TOTAL (without reimbursable expenses) | | | \$ 36,480.00 |
| Estimated Reimbursable Expenses (including data collection) | | | \$ 3,500.00 |
| TOTAL (with reimbursable expenses) | | | \$ 39,980.00 |

October 7, 2024

Mijares-Mora Architects, Inc.
111 N. Festival Drive
El Paso, TX 79912
Attn: Jorge L. Mora, AIA, LEED AP, CNU-A



Re: Landscape Architectural Services for El Paso International Airport's Advanced Manufacturing District (Phase 1)

Mr. Mora,

Thank you for keeping us in mind when it comes to landscape architecture services and EPIA's Advanced Manufacturing District project. This proposal includes a scope of services and fees for planting and irrigation plans for the landscape areas as it pertains to two new 100,000 sq. ft. buildings and a 50,000 at El Paso International Airport's 26-acre phase 1 Advanced Manufacturing District. It is our understanding that the scope will include general landscape areas within the facility in accordance to the City of El Paso and the Federal Aviation Administration's regulation as it El Paso International Airport. We will work with beautification of the new facility, while observing clearance, safety and visibility. Phase 1 will be self-sufficient and functional in its entirety, serving the advanced manufacturing businesses and satisfying their process and security requirements as it pertains to the landscape architectural elements.

Within our design intent too will be the use of drought tolerant plant material, water harvesting techniques, and implement minimal maintenance design. The design will account of LEED Certification as well as preparation for future phases' watering needs and irrigation zone planning. Our services have not accounted for attendance of public meetings, exhibits / renderings, or design involving or other such amenities.

Additionally, being that Phase 1 project is partially federally funded, Greenway Studio will specify Buy-American preferences, and as such the DBT is encouraged to use, to the greatest extent practicable, iron and aluminum as well as steel, cement, and other manufactured products produced in the United States in every contract, subcontract, or purchase order related to this project. Through these sources, we understand that the project will require a phased design process and include approximately 65 sheets at a preferred scale of 1" = 20'.

LANDSCAPE AND IRRIGATION DESIGN PLANS

The design of the landscape for the project will follow a Preliminary Design Development approach starting with a 30% submittal and followed by a 60% phase, before seeking approval to include construction documentation in our scope of services. We anticipate a meeting after each submittal phase to discuss possible redlines and have also included time for coordination with EPIA. Final Preliminary Plans will not be signed and sealed, however will include pertinent notes and details relevant to a 60% plan set. The submittal phases are further described below:

- **30% Design Development Plans**
 - Review Meeting
 - Digital PDF Plans
 - List of Needed Specifications
 - Preliminary Opinion of Probable Cost
- **60% Design Development Plans**
 - Review Meeting (Public Meeting not Included)
 - Digital Copies of Plans
 - Pre-final Specifications
 - Preliminary Opinion of Probable Cost

Landscape and Irrigation Design Fee: \$ 23,900.00 LUMP SUM

This proposal does not include bidding and construction administration phase services however these and other services may be requested and invoiced on a time and materials basis. If this proposal is acceptable, please sign and return an executed original. Should the proposal not be signed and digital files for the project be received, this will constitute acceptance of this proposal.

If you have any questions, please free to contact us at 915-215-9488.

Sincerely,

David A. Parra, RLA, CNU-A
Principal - Landscape Architect



Greenway Studio, LLC
817 Olive Avenue
El Paso, Texas 79901
www.greenway-studio.com

Accepted by: _____ Date: _____

EPIA ADVANCED MANUFACTURING DISTRICT (PHASE 1)

LA FEE SCHEDULE

October 28, 2024



| Task Description | Principal | | Landscape Architect | | Rendering & Graphics Specialist | | Project Manager/Licensed Irrigator | | Landscape/Irrigation Designer | | Administrative Assistant | | Totals |
|---------------------------------------------------------|-----------|-----------------|---------------------|-------------------|---------------------------------|---------------|------------------------------------|-------------------|-------------------------------|--------------------|--------------------------|-----------------|--------------------|
| | Hours | Rate | Hours | Rate | Hours | Rate | Hours | Rate | Hours | Rate | Hours | Rate | |
| | | \$140.00 | | \$135.00 | | \$95.00 | | \$90.00 | | \$85.00 | | \$70.00 | |
| A. Landscape Architectural | | | | | | | | | | | | | |
| 1 Team Data Recollection (Investigation) | | | | | | | | | | | | | |
| Site Visit and Investigation | 0 | \$0.00 | 0 | \$0.00 | 0 | \$0.00 | 0 | \$0.00 | 0 | \$0.00 | 0 | \$0.00 | \$0.00 |
| Design Team Kick Off Meeting | 0 | \$0.00 | 0 | \$0.00 | 0 | \$0.00 | 0 | \$0.00 | 0 | \$0.00 | 0 | \$0.00 | \$0.00 |
| Geotechnical / Soils Test Analyses | 0 | \$0.00 | 0 | \$0.00 | 0 | \$0.00 | 0 | \$0.00 | 0 | \$0.00 | 0 | \$0.00 | \$0.00 |
| General Coordination | 0 | \$0.00 | 0 | \$0.00 | 0 | \$0.00 | 0 | \$0.00 | 0 | \$0.00 | 0 | \$0.00 | \$0.00 |
| LEED Certification Documentation | 0 | \$0.00 | 0 | \$0.00 | 0 | \$0.00 | 0 | \$0.00 | 0 | \$0.00 | 0 | \$0.00 | \$0.00 |
| Subtotal | 0 | \$0.00 | 0 | \$0.00 | 0 | \$0.00 | 0 | \$0.00 | 0 | \$0.00 | 0 | \$0.00 | \$0.00 |
| 2 Schematic Design Phase (NOT USED) | | | | | | | | | | | | | |
| Landscape and Hardscape Concept | 0 | \$0.00 | 0 | \$0.00 | 0 | \$0.00 | 0 | \$0.00 | 0 | \$0.00 | 0 | \$0.00 | \$0.00 |
| Cost Estimate | 0 | \$0.00 | 0 | \$0.00 | 0 | \$0.00 | 0 | \$0.00 | 0 | \$0.00 | 0 | \$0.00 | \$0.00 |
| Plant Palette Selection | 0 | \$0.00 | 0 | \$0.00 | 0 | \$0.00 | 0 | \$0.00 | 0 | \$0.00 | 0 | \$0.00 | \$0.00 |
| Redline Meeting / Comments | 0 | \$0.00 | 0 | \$0.00 | 0 | \$0.00 | 0 | \$0.00 | 0 | \$0.00 | 0 | \$0.00 | \$0.00 |
| Subtotal | 0 | \$0.00 | 0 | \$0.00 | 0 | \$0.00 | 0 | \$0.00 | 0 | \$0.00 | 0 | \$0.00 | \$0.00 |
| 3 Preliminary Design Phase (30%) | | | | | | | | | | | | | |
| Landscape and Hardscape Plans | 40 | \$0.00 | 4 | \$540.00 | 0 | \$0.00 | 4 | \$360.00 | 40 | \$3,480.00 | 0 | \$0.00 | \$4,380.00 |
| Irrigation Plans | 0 | \$0.00 | 0 | \$0.00 | 0 | \$0.00 | 4 | \$360.00 | 18 | \$1,530.00 | 0 | \$0.00 | \$1,890.00 |
| Landscape Demolition Plans | 0 | \$0.00 | 0 | \$0.00 | 0 | \$0.00 | 0 | \$0.00 | 0 | \$0.00 | 0 | \$0.00 | \$0.00 |
| Details (General Construction Details) | 0 | \$0.00 | 3 | \$405.00 | 0 | \$0.00 | 0 | \$0.00 | 4 | \$340.00 | 0 | \$0.00 | \$745.00 |
| Cost Estimate | 0 | \$0.00 | 0 | \$0.00 | 0 | \$0.00 | 0 | \$0.00 | 3 | \$255.00 | 2 | \$140.00 | \$395.00 |
| Specifications | 0 | \$0.00 | 2 | \$270.00 | 0 | \$0.00 | 0 | \$0.00 | 0 | \$0.00 | 3 | \$210.00 | \$480.00 |
| Consultant QA/QC Coordination | 0 | \$0.00 | 12 | \$1,620.00 | 0 | \$0.00 | 4 | \$360.00 | 20 | \$1,700.00 | 0 | \$0.00 | \$3,680.00 |
| Public Outreach / Renderings & Presentation | 0 | \$0.00 | 0 | \$0.00 | 0 | \$0.00 | 0 | \$0.00 | 0 | \$0.00 | 0 | \$0.00 | \$0.00 |
| Redline Meeting / Comments | 2 | \$280.00 | 0 | \$0.00 | 0 | \$0.00 | 2 | \$180.00 | 0 | \$0.00 | 0 | \$0.00 | \$460.00 |
| Subtotal | 2 | \$280.00 | 21 | \$2,835.00 | 0 | \$0.00 | 14 | \$1,260.00 | 85 | \$7,225.00 | 5 | \$350.00 | \$11,950.00 |
| 4 Pre-Final Design Phase (60%) | | | | | | | | | | | | | |
| Landscape and Hardscape Plans | 40 | \$0.00 | 4 | \$540.00 | 0 | \$0.00 | 4 | \$360.00 | 40 | \$3,480.00 | 0 | \$0.00 | \$4,380.00 |
| Irrigation Plans | 0 | \$0.00 | 0 | \$0.00 | 0 | \$0.00 | 4 | \$360.00 | 18 | \$1,530.00 | 0 | \$0.00 | \$1,890.00 |
| Landscape Demolition Plans | 0 | \$0.00 | 0 | \$0.00 | 0 | \$0.00 | 0 | \$0.00 | 0 | \$0.00 | 0 | \$0.00 | \$0.00 |
| Details (Sections, Elevations Etc.) | 0 | \$0.00 | 3 | \$405.00 | 0 | \$0.00 | 0 | \$0.00 | 3 | \$255.00 | 0 | \$0.00 | \$660.00 |
| Cost Estimate | 0 | \$0.00 | 0 | \$0.00 | 0 | \$0.00 | 0 | \$0.00 | 2 | \$170.00 | 2 | \$140.00 | \$310.00 |
| Specifications | 0 | \$0.00 | 2 | \$270.00 | 0 | \$0.00 | 0 | \$0.00 | 0 | \$0.00 | 3 | \$210.00 | \$480.00 |
| Consultant QA/QC Coordination | 0 | \$0.00 | 12 | \$1,620.00 | 0 | \$0.00 | 4 | \$360.00 | 20 | \$1,700.00 | 0 | \$0.00 | \$3,680.00 |
| Public Outreach / Renderings & Presentation | 0 | \$0.00 | 0 | \$0.00 | 0 | \$0.00 | 0 | \$0.00 | 0 | \$0.00 | 0 | \$0.00 | \$0.00 |
| Redline Meeting / Comments | 2 | \$280.00 | 0 | \$0.00 | 0 | \$0.00 | 2 | \$180.00 | 0 | \$0.00 | 0 | \$0.00 | \$460.00 |
| Subtotal | 2 | \$280.00 | 21 | \$2,835.00 | 0 | \$0.00 | 14 | \$1,260.00 | 85 | \$7,225.00 | 5 | \$350.00 | \$11,950.00 |
| 5 Pre-Final Design Phase (90%) (NOT USED) | | | | | | | | | | | | | |
| Landscape and Hardscape Plans | 0 | \$0.00 | 0 | \$0.00 | 0 | \$0.00 | 0 | \$0.00 | 0 | \$0.00 | 0 | \$0.00 | \$0.00 |
| Irrigation Plans | 0 | \$0.00 | 0 | \$0.00 | 0 | \$0.00 | 0 | \$0.00 | 0 | \$0.00 | 0 | \$0.00 | \$0.00 |
| Landscape Demolition Plans | 0 | \$0.00 | 0 | \$0.00 | 0 | \$0.00 | 0 | \$0.00 | 0 | \$0.00 | 0 | \$0.00 | \$0.00 |
| Details (Sections, Elevations Etc.) | 0 | \$0.00 | 0 | \$0.00 | 0 | \$0.00 | 0 | \$0.00 | 0 | \$0.00 | 0 | \$0.00 | \$0.00 |
| Cost Estimate | 0 | \$0.00 | 0 | \$0.00 | 0 | \$0.00 | 0 | \$0.00 | 0 | \$0.00 | 0 | \$0.00 | \$0.00 |
| Specifications | 0 | \$0.00 | 0 | \$0.00 | 0 | \$0.00 | 0 | \$0.00 | 0 | \$0.00 | 0 | \$0.00 | \$0.00 |
| Consultant QA/QC Coordination | 0 | \$0.00 | 0 | \$0.00 | 0 | \$0.00 | 0 | \$0.00 | 0 | \$0.00 | 0 | \$0.00 | \$0.00 |
| Public Outreach / Renderings & Presentation | 0 | \$0.00 | 0 | \$0.00 | 0 | \$0.00 | 0 | \$0.00 | 0 | \$0.00 | 0 | \$0.00 | \$0.00 |
| Redline Meeting / Comments | 0 | \$0.00 | 0 | \$0.00 | 0 | \$0.00 | 0 | \$0.00 | 0 | \$0.00 | 0 | \$0.00 | \$0.00 |
| Subtotal | 0 | \$0.00 | 0 | \$0.00 | 0 | \$0.00 | 0 | \$0.00 | 0 | \$0.00 | 0 | \$0.00 | \$0.00 |
| 6 Final Construction Documents (100%) (NOT USED) | | | | | | | | | | | | | |
| Landscape and Hardscape Plans | 0 | \$0.00 | 0 | \$0.00 | 0 | \$0.00 | 0 | \$0.00 | 0 | \$0.00 | 0 | \$0.00 | \$0.00 |
| Irrigation Plans | 0 | \$0.00 | 0 | \$0.00 | 0 | \$0.00 | 0 | \$0.00 | 0 | \$0.00 | 0 | \$0.00 | \$0.00 |
| Landscape Demolition Plans | 0 | \$0.00 | 0 | \$0.00 | 0 | \$0.00 | 0 | \$0.00 | 0 | \$0.00 | 0 | \$0.00 | \$0.00 |
| Details (Sections, Elevations Etc.) | 0 | \$0.00 | 0 | \$0.00 | 0 | \$0.00 | 0 | \$0.00 | 0 | \$0.00 | 0 | \$0.00 | \$0.00 |
| Cost Estimate | 0 | \$0.00 | 0 | \$0.00 | 0 | \$0.00 | 0 | \$0.00 | 0 | \$0.00 | 0 | \$0.00 | \$0.00 |
| Specifications | 0 | \$0.00 | 0 | \$0.00 | 0 | \$0.00 | 0 | \$0.00 | 0 | \$0.00 | 0 | \$0.00 | \$0.00 |
| Consultant QA/QC Coordination | 0 | \$0.00 | 0 | \$0.00 | 0 | \$0.00 | 0 | \$0.00 | 0 | \$0.00 | 0 | \$0.00 | \$0.00 |
| Renderings & Presentation | 0 | \$0.00 | 0 | \$0.00 | 0 | \$0.00 | 0 | \$0.00 | 0 | \$0.00 | 0 | \$0.00 | \$0.00 |
| Redline Meeting / Comments | 0 | \$0.00 | 0 | \$0.00 | 0 | \$0.00 | 0 | \$0.00 | 0 | \$0.00 | 0 | \$0.00 | \$0.00 |
| Final Phase Subtotal | 0 | \$0.00 | 0 | \$0.00 | 0 | \$0.00 | 0 | \$0.00 | 0 | \$0.00 | 0 | \$0.00 | \$0.00 |
| Landscape Design Phase Subtotal | 4 | \$560.00 | 42 | \$5,670.00 | 0 | \$0.00 | 28 | \$2,520.00 | 170 | \$14,450.00 | 10 | \$700.00 | \$23,900.00 |



October 11, 2024

MIJARES MORA ARCHITECTS, INC.
111 N. Festival Drive
El Paso, Texas 79901

Attn: Jorge Mora, AIA, LEED® AP
Principal

Re: Engineering Design Services – General Civil for 30% and 60% Submittals
26 Acre Advanced Manufacturing District-Phase I
George Perry Boulevard and Global Reach Drive
El Paso, Texas

Dear Mr. Mora:

Quantum Engineering Consultants, Inc. (QEC), is pleased to submit herewith our proposal for Professional Civil Engineering Design services for the new **Advanced Manufacturing District Phase I** located at the southwest corner of George Perry Blvd. and Global Reach Drive, El Paso, Texas (hereinafter called the *Project*).

Based on your email dated September 25, 2024, our site visit and knowledge of the area, our **BASIC SERVICES** will consist of the following:

Item A: GENERAL CIVIL RELATED SERVICES:

1. Meet with Mijares Mora Architects, Inc. (MMA), City of El Paso, Texas Department of Transportation (TxDot), if necessary, and other key stakeholders to obtain additional input on the grading and drainage of the site and associated improvements based on the approved architectural site development plan of the 26 acres prepared by MMA.
2. Research site specific drainage requirements with the City of El Paso, EP Water and/or Texas Department of Transportation (if applicable).
3. Analyze on-site and adjacent roadway/driveway drainage flow patterns, existing drainage structure capacities, existing retention pond capacities, and calculate, as necessary, standard drainage computations to estimate stormwater runoff quantities as per the City of El Paso Drainage Design Manual and requirements. However, our fee does NOT include FEMA analyses, studies, coordination or submittals, or a drainage report (if required by the City of El Paso) of the subject property analyzing existing conditions and proposed improvements.
4. Once the final MMA conceptual site development plan and associated site improvements has been approved by all parties/stakeholders, a set of Preliminary (30%) and Pre-Final (60%) set of design documents will be prepared based on the bridging document for this development. Our fee proposal does NOT include 95% or 100% design submittals. It is our understanding that the City of El Paso will issue an amendment to proceed with these phases after the submittal of the GMP. Our fee includes the design of all driving aisles, driveways, hike/bike trails and facilities, and surface parking lots as shown on the attached exhibit. QEC will assist the project design team with the site development plan by performing vehicle turning modeling throughout phase I driveways, isles, driving lanes, etc. The goal is to make sure that all vehicles, including emergency response vehicles and long wheel-based vehicles, can make the proper turning movements. QEC will prepare a detailed grading and drainage plan of the site to make sure proper drainage is achieved throughout. **QEC has not made any provisions for a Horizontal Control/Dimension Control Plan. MMA shall provide the site development plan in**

AutoCAD format. QEC will provide an additional services proposal for any modifications and/or re-creation of site plan linework or dimension control plan should this be necessary. Preliminary (30%) design shall be reviewed by MMA and City of El Paso. Once the Preliminary (30%) Design of the proposed site improvements has been approved by all parties, Pre-Final (60%) Design Documents will be prepared. The Pre-Final grading and drainage plans will closely follow the existing drainage flow patterns of the area. **SEPARATE EARTHWORK, DEMOLITION OR ROUGH GRADING PACKAGES WILL BE CONSIDERED ADDITIONAL SERVICES.**

5. Prepare a Selective Demolition Plan for each submittal of site civil related items including asphaltic pavement, curbing, sidewalks, flumes, swales, miscellaneous sitework items, etc. This does not include the demolition of buildings or other architectural related features or items.
6. Prepare Standard Details and Typical Sections and refine for each submittal (30% and 60%).
7. Prepare Standard Drainage Details and design the on-site stormwater conveyance systems (surface or subsurface) for the anticipated runoff. This includes the design of new on-site retention/detention impoundments/harvesting areas for stormwater runoff and/or the expansion/modification or relocation of existing stormwater facilities (if necessary) to make sure positive drainage is achieved throughout. QEC will ensure positive drainage in all direction away from new and existing building structures.
8. Our fee proposal includes the design of ADA accessible walks, drives and parking based on the Site Development Plan and Dimension Control Plan prepared by MMA.
9. Our fee includes coordination and meetings with City of El Paso, EP Water, MMA, TxDot (if applicable), and the Design Team to coordinate reviews and obtain the appropriate approvals of the Preliminary and Pre-Final grading and drainage plans.
10. Our fee proposal does **NOT** include the relocation, adjustment, replacement, and/or removal of any irrigation systems and associated appurtenances within the subject area to be disturbed and based on the 30% and 60% Construction Documents prepared by QEC. These services shall be provided by the project's Landscape Architect and Licensed Irrigator (if required).
11. Our fee will **NOT** include the design of site structural retaining walls, vaults or structural mechanical yard slabs/pads. Structural retaining walls and/or pads are to be designed by the appropriate engineering discipline or Project Licensed Structural Engineer.
12. **Site Utility Plans and Associated Details are NOT** included in our Fee Proposal. Additionally, we will not be responsible for the coordination and/or design of the mechanical (including natural gas systems coordination, planning and design) or electrical utilities. Our fee does **NOT** include the relocation of backflow preventers, fire hydrants, vaults, manholes; the design of on-site or off-site water distribution and wastewater collection mains; analysis and design of sewer lift stations or pump station design. These services shall be provided by the appropriate engineering discipline(s). Should these services be required by QEC, it will be billed on an hourly and reimbursable basis, in accordance with *Attachment No. 1* or a lump sum, Not-To-Exceed fee agreed upon by both parties in writing.
13. Prepare a Stormwater Pollution Prevention Plan and associated SWPPP Specifications for each submittal (30% and 60%).
14. Prepare written Technical Specifications for the Civil portion of the Work and refine for each submittal.
15. Perform all engineering work and prepare drawings in accordance with requirements of the City of El Paso, EP Water and/or Texas Department of Transportation.
16. Submit the final civil drawings to MMA, City of El Paso, EP Water, and TxDot (if applicable) for review and approval, and address any Architectural, TxDot, City and/or EP Water comments.
17. Our fee proposal includes performing data collection and calculations to complete the documentation required for submittal of the application for LEED Silver certification. Additionally, we will perform the initial LEED assessment for site civil design components with the Project Team in order to evaluate the project's goals and levels of certification sought.

18. Provide CLIENT with an electronic copy in PDF format and one (1) set of final reproducible documents for the project.
19. Services also include attending meetings and providing coordination with MMA, City of El Paso, EP Water, TxDot (if necessary), utility companies, Design Team and any other entities/parties affected by the proposed improvements. Out of town meetings or trips will be considered additional services and billed on an hourly and reimbursable basis in accordance with *Attachment No. 1*.

REPROGRAPHIC EXPENSES: ENGINEER is responsible for reprographic expenses associated with submittals for securing approvals from governmental agencies and affected utility companies. CLIENT shall pay for all other reprographic expenses.

EXCLUSIONS: Unless specifically listed above, our professional services do NOT include payment of plan checking/processing fees associated with Planning, Grading, Engineering, TDLR or Utility Companies; site civil design documents (other than what is highlighted in the attached exhibit and in Item "A" herein); 95% and 100% construction documents; street or ROW vacations; replatting, platting or rezoning of property; FEMA analyses, coordination, design, or submittals; any structural design for buildings, vaults, pads for MEP equipment, or retaining walls; selective demolition of existing buildings; planning or design of deceleration and acceleration lanes on adjacent roadways; traffic control plans; traffic impact analysis or studies; construction surveying services; environmental engineering services; Registered Accessibility Specialist services; professional surveying services; geotechnical engineering services; pavement/structural slab or foundation drainage recommendations and/or design (by Geotechnical Engineer); design of utility main line extensions; on-site or off-site utility plans, including natural gas systems; MEP decommissioning, planning or design services including natural gas system design or coordination; demolition/decommissioning of utilities; on-site drainage studies or reports, other than what is included in Item "A" for the sizing of the proposed drainage infrastructure and on-site ponding of stormwater; off-site drainage analyses/studies or design; on-site or off-site field aerial photogrammetric and/or topographic surveys; Landscape and Irrigation plans or re-routing plans; services of a full time Resident Project Representative (RPR) during construction; separate Earthwork, Demolition or Rough Grading Packages; bidding or construction phase services; construction management services; and/or any other services not explicitly stated to be provided by the proposal.

PROFESSIONAL FEES: Our fee proposal is a Lump Sum fee and shall not be adjusted based on percentage of construction costs or bid procurement method. We propose to perform the above Scope-of-Services for the following fixed fee amounts:

| | |
|--------------------------------------------------------------------|-------------|
| Item A: General Civil Related Services | |
| Investigation/Data Collection/Preliminary Design Phase (30%) | \$23,955.00 |
| Pre-Final Design Phase (60%)..... | \$58,268.00 |
| LEED Assessment Services | \$6,835.00 |

QEC will NOT be responsible for any registration, plan review or inspection fees associated with ADA reviews by the Design Team's Registered Accessibility Specialist.

ITEMS PROVIDED by CLIENT: We understand that CLIENT is responsible for providing us with the following items:

- 1) An electronic copy of the field topographic, boundary and improvement survey of the subject property, prepared by a Licensed Professional Land Surveyor registered in the State of Texas.

- 2) An electronic copy of the final approved architectural site development plan prepared in AutoCAD format of the proposed new buildings and associated site improvements by the Project Architect/Design Team.
- 3) An electronic copy of the approved landscape architectural site development plan (if applicable).
- 4) A current soils investigation report for the site prepared by a licensed Professional Engineer. This report shall be suitable for Civil design purposes and shall include at minimum: soil borings; soil classifications; earthwork recommendations; subgrade preparation and compaction requirements; and pavement section recommendations. If on-site ponding is required for stormwater management, the soils investigation shall also include percolation test(s) for EACH proposed ponding or harvesting area(s) as required by the City of El Paso. ***These percolation tests shall be performed at 5 feet below the invert elevation of the proposed new retention basins or harvesting areas.***
- 5) Any additional soils investigation as may be required by the City of El Paso or other agencies; construction materials testing services; and/or any filing, permit, or application fees.
- 6) QUANTUM ENGINEERING CONSULTANTS, INC., does not provide environmental design or consulting services. CLIENT is solely responsible for determining the need for and selecting and contracting any specialized consultants as may be required for any environmental studies or remediation efforts in connection with the Project.

note: All drawings provided by CLIENT shall be furnished to us on diskette in a file format compatible with AutoCAD, version 2023.

INDEMNIFICATION: To the extent of available coverage under QEC's insurance coverage, QEC shall indemnify and save harmless (but not defend) Client against any and all loss, liability and damages arising out of any claim, suit or legal proceeding to recover damages for wrongful death, bodily injury, illness or disease, or injury to, or destruction of property to the extent caused by the negligent errors or omissions or willful misconduct of QEC, its subcontractors, agents or employees. Client shall indemnify and save harmless QEC from and against any and all loss, liability and damage arising out of any claim, suit or legal proceeding to recover damages for wrongful death, bodily injury, illness or disease, or injury to, or destruction of property, to the extent caused by or attributable to:

1. The negligent errors or omissions or willful misconduct of Client, its contractors, subcontractors, agents, or employees.
2. Any hazardous substance, condition, element or material, or any combination of the foregoing, produced by Client, or emitted intentionally or unintentionally from the property on which the project is located or from the facilities to be designed, or specifically required by Client to be used or incorporated by QEC into the work to be performed by QEC. QEC shall not be under any duty or obligation to investigate for the existence of such conditions and shall not be responsible for any failure to discover such conditions.
3. Failure of Client to provide information or services required to be provided by Client under the terms of this Agreement or from any inaccuracy, error or omission in such information or services.
4. Any claim asserted by an individual Homeowner or a Homeowner's Association formed for or associated with this project or any portion of this project, except to the extent caused by the negligence of QEC, its subcontractors, agents or employees. Client's obligation to indemnify QEC under this Clause shall include (without limitation) reimbursement to QEC for all reasonable costs incurred in the defense of such claims, including attorney's fees incurred in connection with any appeal of a legal action, and all reasonable settlement costs, unless QEC is found to be negligent with respect to such claim under the dispute resolution procedures agreed to in this Agreement, upon which finding Client shall have no duty to reimburse QEC for any such damages or costs which are attributable to QEC's negligence.

CONFIDENTIALITY: QEC will use its best efforts and will take reasonable precautions to protect and maintain the confidentiality of any information supplied by Client during the course of this Agreement and which is identified in writing by Client as being confidential information except to the extent that disclosure of such information to third parties is necessary in the performance of QEC's services. This clause shall not apply to any information which is in the public domain, or which was acquired by QEC prior to the execution of this Agreement or obtained from third parties under no obligation to Client.

RIGHT TO SUSPEND SERVICES: QEC shall have the right to suspend services on this project if (a) Client fails to make payments when due or otherwise is in breach of this Agreement; or (b) the parties have not executed a written contract for QEC's services and unpaid invoices have been rendered with an aggregate balance exceeding \$2,500.00. If the project is suspended by the Client for more than thirty (30) consecutive days, QEC shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, QEC's compensation shall be equitably adjusted upon mutual agreement to provide for expenses incurred in the interruption and resumption of QEC's services.

AUTHORIZATION TO PROCEED: If QEC is authorized to commence and/or continue providing its services on the project, either verbally or in writing, prior to the full execution of a written contract, such authorization shall be deemed an acceptance of this proposal, and all such services shall be provided and compensated for in accordance with the terms and conditions contained herein as though this proposal were fully executed by the Client.

DOCUMENTS FURNISHED IN ELECTRONIC MEDIA: Drawings and data provided to QEC in digital format must be in a form acceptable to QEC. Drawing files shall be in AutoCAD *.dwg format version 2009 or higher, or a QEC approved alternative. All files must be created with a legal license. As restricted by copyright law, QEC cannot accept any *.dwg or other file generated under an educational AutoCAD software license. Instruments of professional service provided by QEC in electronic media form, once released by QEC, may be subject to inaccuracies, anomalies, and errors due to electronic translation, formatting or interpretation. QEC is not responsible for errors and omissions because of these conditions or for those resulting from conversion, modification, misinterpretation, misuse or by others after electronic media is released by QEC.

ADDITIONAL SERVICES: We may also furnish any ADDITIONAL SERVICES as you may request and authorize in writing. If significant revisions to the Civil Construction Documents are required due to changes to the final Scope of Work by Mijares Mora Architects, Inc., City of El Paso, or others associated with the project, these revisions will be considered ADDITIONAL SERVICES. ALL ADDITIONAL SERVICES will be charged in accordance with *Attachment No. 1*.

REIMBURSABLE EXPENSES: REIMBURSABLE EXPENSES, including the tax on boundary surveys, incurred in connection with ADDITIONAL SERVICES will be charged on the basis of actual cost plus 15-percent.

BILLING: Invoices will be issued monthly for work completed through the date shown on the invoice. Invoices are due and payable upon receipt. Invoices not paid within thirty (30) days of the invoice date, shall accrue interest at a rate of 1-1/2% per month from the due date of the invoice and continue until outstanding balances have been paid. Questionable charges or errors on an invoice shall be brought to the attention of QEC within fourteen (14) days of the invoice date, or it will be presumed that the charges were correct as invoiced. Disputed charges will be reconciled in a timely fashion and a revised invoice will be issued, if necessary. The revised invoice will be due and payable upon receipt. QEC may require a mobilization fee or retainer prior to the commencement of work. The mobilization fee or retainer will be applied to project charges as they are incurred and invoiced. QEC reserves the

right to renegotiate fee schedule rates annually for open-end hourly rate and time and materials contracts that continue for longer than one (1) year. QEC requires payment of invoices for services in accordance with this policy in order to continue the work.

FAILURE TO PAY: Failure of the Client to make payments to QEC in accordance with this Contract shall be considered substantial nonperformance and cause for termination. If the Client fails to make payment to QEC within thirty (30) days of a properly documented invoice, for services properly performed, QEC may, upon fourteen (14) days written notice to the Client, suspend performance of services under this Contract. Unless QEC receives payment in full within fourteen (14) days of the date of the notice, the suspension shall take effect without further notice. In the event of a suspension of services under this section, QEC shall have no liability to the Client for delay or damage caused the Client because of such suspension of services. The CFO will inform all project managers when the client's account is current, at which time work will resume on the project(s). Alternatively, the client may request arrangements for payment on the account and, upon approval of the CFO, authorization to proceed with work on those projects will be issued. **Where engineering services have been performed on private property, a Mechanic's Lien may be placed on the land when any invoice, or portion of an invoice, remains unpaid for 60 days. That lien will be released upon receipt of full payment of outstanding amounts.**

PROGRESS AND PERFORMANCE: The provisions of this Contract and the compensation to QEC have been agreed to in anticipation of continuous and orderly progress through the completion of QEC's services. Time for performance shall be extended to the extent necessary for delays due to circumstances over which QEC has no control. If QEC's services are suspended or delayed, the times of performance shall be extended to the extent such delay or suspension. A delay or suspension shall not terminate this Contract unless QEC elects to terminate in accordance with this Contract. If a delay or suspension extends for a period of greater than one year for reasons beyond the control of QEC, the fees and rates of compensation set forth in this Contract shall be subject to renegotiating.

PERIOD OF OFFER: Any proposal by QEC to provide services must be accepted within sixty (60) days of the proposal. This sixty (60) day period may only be extended by mutual written agreement of both QEC and the Client. QEC shall have the option of canceling a proposal from QEC at any time prior to the original proposal. In the event the Client accepts a proposal from QEC, by executing and delivering either the signed original or copy to QEC, the signed proposal and the attachments expressly incorporated therein by reference shall constitute the entire Agreement between the parties for the Scope of Services to be performed (the "Project"). If the Client requests that QEC begin work, prior to the Client's execution of the proposal, and QEC performs work in accordance with the proposal, the proposal and these terms and conditions shall constitute the Agreement between the Client and QEC even if the Client fails to return an executed proposal to QEC.

SCOPE OF SERVICES: QEC shall only be obligated to perform those services expressly described in this Agreement. Unless expressly provided for herein, QEC has in no event any obligation or responsibility for:

1. The correctness and completeness of any document which was prepared by another entity.
2. The correctness and completeness of any drawing prepared by QEC unless it was properly sealed by a professional on behalf of QEC.
3. Favorable or timely comment or action by any government entity on the submission of any construction documents, land use or feasibility studies, petitions of exceptions of waivers, or other requests or documents of any nature whatsoever.
4. Taking into account off-site circumstances other than those clearly visible and actually known to QEC from on-site work.

5. The actual location (or characteristics) of any portion of a utility which is not entirely visible from the surface.
6. The correctness of any geotechnical services performed by others, whether or not subcontractors to QEC.
7. The accuracy of earthwork estimates and quantity take-off(s), or the balance of earthwork cut and fill.

Should shop drawing review and/or approval be incorporated into the Scope of Services, QEC shall pass upon the shop drawings with reasonable promptness. Checking and/or approval of shop drawings will be general, for conformance with the design concept of the Project and compliance with the information given in the Contract Documents, and will not include quantities, detailed dimensions, nor adjustments of dimensions to actual held or field conditions. Approval shall not be considered as permitting of any departure from contract requirements nor as relieving the Contractor of the responsibility for any error in details, dimensions or otherwise that may exist.

CLIENT'S ORAL DECISIONS: The Client, or any of the Client's directors, officers, partners, members, managers, employees or agents having apparent authority from the Client, may orally: (a) make decisions relating to QEC services of the Agreement; (b) request a change in the Scope of Services by QEC under the Agreement; or (c) request the performance by QEC of additional services under the Agreement; provided, however, that QEC shall have the option to require that the Client submit such decision or request in writing before such decision or request will be deemed to have been effectively made. The Client may from time to time, and at any time, limit the authority of any persons to act orally on the Client's behalf under this Paragraph, by providing advanced written notice to QEC.

OWNERSHIP OF INSTRUMENTS OF SERVICE: All calculations, drawings, reports, plans, specifications, computer files, field data, notes and other documents, prepared by QEC under this Agreement, are instruments of QEC's services for use solely with respect to the Project, and, unless otherwise provided, shall remain all common law, statutory and other rights reserved, including the copyright thereto. The Client shall be permitted to retain copies, including reproducible copies of said instruments of service for information and reference in connection with the Project. QEC's calculations, drawings, reports, plans, specifications, computer files, field data, notes or other documents shall not be used by the Client for other projects or for the completion of this Project by other professionals, unless the Client makes an agreement for such, satisfactory to QEC. Submission or distribution of documents to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication inconsistent with QEC's reserved rights.

FEES AND COMPENSATION: In the event the Client requests QEC to perform services not specifically described in this Agreement, the Client agrees to compensate QEC for such services in accordance with the hourly rates as set forth on Attachment No. 1 of this Agreement, or in any subsequently effective schedule unless a written agreement has been signed by both parties indicating the fee basis of such additional changes. In the event no rate of compensation is set forth on Attachment No. 1, or through written agreement, QEC shall be compensated for such services at QEC's then current hourly rates. Hourly rates are subject to periodic revision at the discretion of QEC.

OPINIONS OF PROBABLE COST: Since QEC has no control over the cost of labor, materials, equipment or services furnished by others, the Contractor(s) methods of determining prices, competitive bidding or market conditions, QEC's opinions of probable construction costs and project cost provided for herein are to be made on the basis of QEC's experience and qualifications and represent QEC's best judgment as experienced and qualified professionals, familiar with the

construction industry. QEC makes no warranty, expressed, or implied, that the bids or the negotiated cost of the work will not vary from QEC's opinion of probable project or construction cost.

RECORD DRAWINGS: QEC's scope of services is limited. To the extent that QEC is observing construction work, we are doing so on a periodic or occasional observation basis and looking for general conformance to the Contract Documents. QEC's scope of service does not include having full-time Inspector's on the site every day observing every detail of the execution of the project, nor do our services include supervising the Contractor's work to assure compliance with the plans and specifications. QEC can only realistically observe whether the Contractor is in general conformance with the Plans and Specifications. Therefore, QEC will ONLY certify that, to the best of our knowledge, information and belief, the project was constructed in general conformance with the design concept of the Contract Documents. QEC will prepare a Permit Closeout Letter that all civil related items were construction in general conformance with the Civil plans and specifications. The Letter will be provided if, and only if, QEC is retained to provide Construction Phase Services to observe and document if improvements are constructed in general conformance with the approved Project Documents (as per the frequency outlined herein).

HAZARDOUS MATERIALS: As used in this Agreement, the term hazardous materials shall mean any substances, including but not limited to, asbestos, toxic or hazardous waste, PCBs, combustible gases and materials, petroleum or radioactive materials (as each of these is defined in applicable federal statutes) or any other substances under any conditions and in such quantities as would pose a substantial danger to persons or property exposed to such substances at or near the Project site. Both parties acknowledge that QEC's Scope of Services does not include any services related to the presence of any hazardous or toxic materials. In the event QEC or any other party encounters any hazardous or toxic materials, or should it become known to QEC that such materials may be present on or about the jobsite or any adjacent areas that may affect the performance of QEC's services, QEC may, at its option and without liability for consequential or any other damages, suspend performance of its services under this Agreement until the Client retains appropriate consultants or contractors to identify and abate or remove the hazardous or toxic materials and warrants that the jobsite is in full compliance with all applicable laws and regulations.

WAIVER OF CLAIMS FOR HAZARDOUS MATERIALS: In consideration of the substantial risks to QEC in rendering its services in connection with the Project due to the presence or suspected presence of hazardous materials at or near the jobsite, the Client agrees to make no claim and hereby waives, to the fullest extent permitted by law, any claim or cause or causes of action of any kind, including but not limited to negligence, breach of contract or warranty, either expressed or implied strict liability or any other causes, against QEC, its officers, directors, partners, employees or subconsultants, which may arise out of or may in any way be connected to the presence of such hazardous materials. The Client acknowledges that QEC is not and shall not be required to be in any way an "arranger", "generator", "operator", or "transporter" of hazardous materials present at or near the Project site, as these terms are defined in applicable Federal or State statutes.

TERMINATION: Either party may terminate the Agreement in the event of a material breach by the other party. Client shall immediately pay QEC for all services rendered and expenses incurred through the termination date, including fees and expenses incurred by QEC as a result of the termination.

PAYMENT OF OTHER PROFESSIONALS: In the event this Agreement includes continuation of work begun by other Architects, Engineers, Planners, Surveyors, or professionals, QEC may suspend QEC services until Client makes arrangements satisfactorily to such other professionals for payment. If satisfactory arrangements have not been made within a time determined by QEC to be reasonable, QEC may at its sole discretion terminate this Agreement.

ASSIGNMENT AND THIRD-PARTY BENEFICIARIES: Neither QEC nor the Client shall transfer, sublet or assign any rights under or interest in this Agreement, including, but not limited to, monies that are due or monies that may be due, without the prior written consent of the other party. Subcontracting to subconsultants normally contemplated by QEC shall not be considered an assignment for the purposes of this Agreement.

DISPUTE RESOLUTION: In an effort to resolve any conflicts that arise during the design or construction of the project or following the completion of the project, the Client and QEC agree that all disputes between them arising out of, or relating to, this Agreement shall be submitted to non-binding mediation, unless the parties mutually agree otherwise.

TEXAS LAW TO APPLY: This contract shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in El Paso County, Texas.

LEGAL CONSTRUCTION: In case any part or provision contained in this contract shall, for any reason, be held to be invalid, illegal, or unenforceable by a court in any respect, such invalidity, illegality, or unenforceability shall not destroy this contract, and this contract shall be construed and enforced as if the offending part or provision were not a part of this agreement.

ENTIRE AGREEMENT: This fee proposal and letter agreement represents the entire understanding between QEC, and CLIENT and may only be modified in writing signed by both parties.

Sincerely,



Robert A. Gonzales, PE, CNU-A
President

RAG/asr

Attachments

Accepted this _____ day of _____, 2024.

client: _____ **MIJARES MORA ARCHITECTS, INC.**

signature: _____

printed: _____

title: _____



2024 HOURLY RATE SCHEDULE

SALARY COSTS

| CLASSIFICATION | RATE |
|----------------------------------------|-----------|
| Expert Witness | \$ 350.00 |
| Principal | \$ 300.00 |
| Engineering Manager | \$ 250.00 |
| Planning Manager | \$ 250.00 |
| Construction Manager | \$ 250.00 |
| Senior Project Manager | \$ 210.00 |
| Project Manager | \$ 185.00 |
| Project Engineer | \$ 175.00 |
| Senior Planner | \$ 175.00 |
| Senior Resident Project Representative | \$ 165.00 |
| Drone Pilot | \$ 165.00 |
| Planner | \$ 155.00 |
| Resident Project Representative | \$ 150.00 |
| CAD Design Specialist | \$ 150.00 |
| Senior CAD/Design Technician | \$ 130.00 |
| CAD/Design Technician | \$ 110.00 |
| Administrative Assistant/ Clerical | \$ 110.00 |

DIRECT COSTS

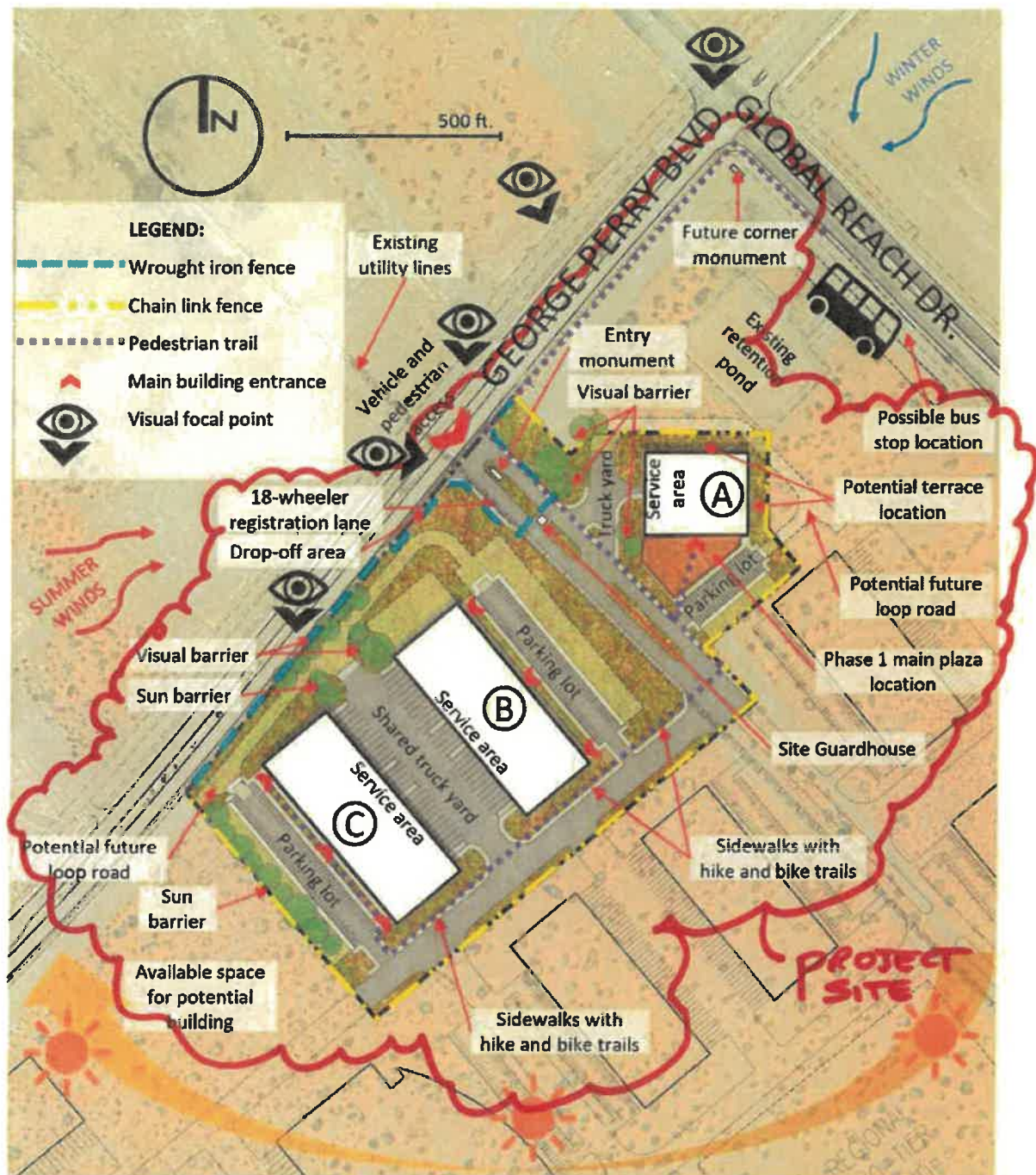
| DESCRIPTION | RATE |
|---------------------------------------------|---------------|
| Subconsultants | (Cost) x 1.35 |
| Reproduction/ Copying | (Cost) x 1.35 |
| Miscellaneous (e.g., FedEx, shipping, etc.) | (Cost) x 1.35 |
| Mileage | \$0.67/mile |
| Photo Copies (Letter - B&W) | \$1.00/each |
| Photo Copies (Letter - Color) | \$1.50/each |
| Photo Copies (Ledger - B&W) | \$2.00/each |
| Photo Copies (Ledger - Color) | \$2.50/each |
| Printing (24x36 - B&W) | \$10.00/each |
| Printing (24x36 - Color) | \$15.00/each |

124 W. Castellano
Drive, Suite 100
El Paso, Texas,
79912
P: 915.532.7272
Quantum@qsbeng.com

CHAPTER 2 – PROJECT NEEDS AND REQUIREMENTS

PHASE 1 SITE

Phase 1 of this project consists of the construction of 3 buildings, Building A, Buildings B, and Building C. It also includes one site guardhouse, and the associated site development required for them to function properly, taking into consideration the planned infrastructure for the future phases. The location of the three buildings was selected due to the existing utilities that are along George Perry Blvd.





SCHEDULE OF FEES

ADVANCED MANUFACTURING DISTRICT
CITY OF EL PASO
QUANTUM ENGINEERING CONSULTANTS, INC.

PREPARED: October 28, 2024

RATE SCHEDULE: (QEC 2024 RATES)

| Principal | Eng. Mgr. | Senior Proj. Manager | Project Manager | Project Engineer | *RPR | Sr. CADD / Design Tech | Jr. CADD / Design Tech | Admin. Asst. |
|-----------|-----------|----------------------|-----------------|------------------|----------|------------------------|------------------------|--------------|
| \$300.00 | \$250.00 | \$210.00 | \$185.00 | \$175.00 | \$165.00 | \$130.00 | \$110.00 | \$110.00 |

PHASE I - 30% CONSTRUCTION DOCUMENTS, DATA COLLECTION AND RESEARCH, PROJECT COORDINATION

| ITEM DESCRIPTION | ESTIMATED MANHOURS BY CLASSIFICATION | | | | | | | | | TOTAL |
|----------------------------------------------------------------------------|--------------------------------------|------------|---------------|-----------------|------------------|----------|------------------------|------------------------|--------------|-------------|
| | Principal | Eng. Mgr. | Proj. Manager | Senior Engineer | Project Engineer | *RPR | Sr. CADD / Design Tech | Jr. CADD / Design Tech | Admin. Asst. | |
| A. Existing Conditions Plan | | | 1.0 | | 1.0 | | | 1.5 | | 3.5 |
| B. Selective Demolition Plan | | | 1.0 | 1.0 | 1.0 | | 2.0 | 4.0 | | 9.0 |
| C. Vehicle Turning Modeling | | 1.0 | | 1.0 | 4.0 | | | 2.0 | | 8.0 |
| D. Grading and Drainage Plan | | 2.0 | 3.0 | 4.0 | 6.0 | | 6.0 | 24.0 | | 45.0 |
| E. Drainage Calculations and Drainage Design Details | | 2.0 | 3.0 | 4.0 | 6.0 | | 4.0 | 21.0 | | 40.0 |
| F. Standard Details and Typical Sections | | | | 2.0 | 3.0 | | | 6.0 | | 11.0 |
| G. Stormwater Pollution Prevention Plan and Associated SW3P Specifications | | | 4.0 | 1.0 | 2.0 | | 2.0 | 6.0 | | 15.0 |
| H. Pre-Final Technical Specifications | | 0.5 | 1.0 | 2.0 | | | | | 2.5 | 6.0 |
| I. Pre-Final Cost Estimate | | | 2.0 | 2.0 | 3.0 | | | 2.0 | | 9.0 |
| J. Project Coordination and Review Meetings and Coordination | 1.0 | 2.0 | | 2.0 | 2.0 | | | | | 7.0 |
| K. LEED Assessment Services | 1.0 | 2.0 | 2.0 | 4.0 | 4.0 | | | 1.0 | | 14.0 |
| SUB-TOTAL HOURS | 2.0 | 9.5 | 17.0 | 23.0 | 32.0 | 0.0 | 14.0 | 67.5 | 2.5 | 167.5 |
| RATE/HOUR | \$300.00 | \$250.00 | \$210.00 | \$185.00 | \$175.00 | \$165.00 | \$130.00 | \$110.00 | \$110.00 | |
| COST | \$600.00 | \$2,375.00 | \$3,570.00 | \$4,255.00 | \$5,600.00 | \$0.00 | \$1,820.00 | \$7,425.00 | \$275.00 | \$25,920.00 |
| % MH BY CLASSIFICATION | 1.10% | 5.67% | 10.15% | 13.73% | 19.10% | 0.00% | 8.36% | 40.30% | 1.49% | 100.00% |

SUBTOTAL PHASE I - 30% CONSTRUCTION DOCUMENTS, DATA COLLECTION AND RESEARCH, PROJECT COORDINATION

\$25,920.00

| DIRECT COSTS | Unit | Quantity | Unit Cost | Cost |
|------------------------------|-------|----------|-----------|---------|
| Auto Mileage @ \$0.66 / mile | MILE | 76 | \$0.66 | \$49.78 |
| Photo Copies | SHEET | 49 | \$0.19 | \$9.31 |
| Reproduction | SHEET | 8 | \$3.25 | \$26.00 |
| SUBTOTAL DIRECT COSTS | | | | \$85.09 |
| TOTAL DIRECT COSTS | | | | \$85.09 |

TOTAL PHASE I- 30% CONSTRUCTION DOCUMENTS, DATA COLLECTION AND RESEARCH, PROJECT COORDINATION

\$26,005.09

PREPARED: October 28, 2024

PHASE II - 60% CONSTRUCTION DOCUMENTS AND PROJECT COORDINATION

| ITEM DESCRIPTION | ESTIMATED MANHOURS BY CLASSIFICATION | | | | | | | | | TOTAL |
|----------------------------------------------------------------------------|--------------------------------------|------------|---------------|-----------------|------------------|----------|------------------------|------------------------|--------------|-------------|
| | Principal | Eng. Mgr. | Proj. Manager | Senior Engineer | Project Engineer | *RPR | Sr. CADD / Design Tech | Jr. CADD / Design Tech | Admin. Asst. | |
| A. Existing Conditions Plan | | 1.0 | 2.0 | 4.0 | 2.0 | | 2.0 | 8.0 | | 19.0 |
| B. Selective Demolition Plan | | | 2.0 | 4.0 | 2.0 | | 2.0 | 8.0 | | 18.0 |
| C. Vehicle Turning Modeling | | 1.0 | 2.0 | 3.0 | 2.0 | | | 2.0 | | 10.0 |
| D. Grading and Drainage Plan | | 3.0 | 8.0 | 10.0 | 12.0 | | 32.0 | 72.0 | | 137.0 |
| E. Drainage Calculations and Drainage Design Details | | 2.0 | 8.0 | 10.0 | 12.0 | | 24.0 | 64.0 | | 120.0 |
| F. Standard Details and Typical Sections | | | 2.0 | 4.0 | 4.0 | | 16.0 | 32.0 | | 58.0 |
| G. Stormwater Pollution Prevention Plan and Associated SW3P Specifications | | | 4.0 | 2.0 | 2.0 | | 6.0 | 16.0 | | 30.0 |
| H. Pre-Final Technical Specifications | | | 1.0 | 2.0 | 2.0 | | | | 3.6 | 6.5 |
| I. Pre-Final Cost Estimate | | | 2.0 | 4.0 | 2.0 | | | 4.0 | | 12.0 |
| J. Project Coordination and Review Meetings and Coordination | 2.0 | 4.0 | 4.0 | 2.0 | 2.0 | | | | | 14.0 |
| K. LEED Assessment Services | 2.0 | 4.0 | | 4.0 | 3.0 | | | 4.0 | | 17.0 |
| SUB-TOTAL HOURS | 4.0 | 15.0 | 35.0 | 47.0 | 45.0 | 0.0 | 82.0 | 210.0 | 3.5 | 441.5 |
| RATE/HOUR | \$300.00 | \$250.00 | \$210.00 | \$185.00 | \$175.00 | \$165.00 | \$130.00 | \$110.00 | \$110.00 | |
| COST | \$1,200.00 | \$3,750.00 | \$7,350.00 | \$8,695.00 | \$7,875.00 | \$0.00 | \$10,660.00 | \$23,100.00 | \$385.00 | \$63,015.00 |
| % MH BY CLASSIFICATION | 0.91% | 3.40% | 7.93% | 10.66% | 10.19% | 0.00% | 18.57% | 47.57% | 0.79% | 100.00% |

PHASE II - 60% CONSTRUCTION DOCUMENTS AND PROJECT COORDINATION

\$63,015.00

| DIRECT COSTS | Unit | Quantity | Unit Cost | Cost |
|------------------------------|-------|----------|-----------|---------|
| OTHER COSTS: | | | | |
| Auto Mileage @ \$0.66 / mile | MILE | 40 | \$0.66 | \$26.40 |
| Photo Copies | SHEET | 27 | \$0.19 | \$5.13 |
| Reproduction | SHEET | 2 | \$3.25 | \$6.50 |
| SUBTOTAL DIRECT COSTS | | | | \$38.03 |
| TOTAL DIRECT COSTS | | | | \$38.03 |

PHASE II - 60% CONSTRUCTION DOCUMENTS AND PROJECT COORDINATION

\$63,053.03

TOTAL CONTRACT

\$89,058.12

Proposal

10/4/2024

Jorge Mora, AIA
Principal
Mijares Mora Architects
111 N Festival
El Paso, TX 79912

ADVANCED MANUFACTURING DISTRICT – PHASE 1 CONSULTING STRUCTURAL ENGINEERING SERVICES

Mr. Mora,

We appreciate the opportunity to offer our structural engineering services for this project. The Phase 1 of the Advanced Manufacturing District described in the bridging documents, consists of one 50,000 sq. ft. Innovation Factory, denominated Building A, two multi-tenant 100,000 sq. ft. buildings, named Buildings B and C, and one site guardhouse. The building construction will consist of metal decked roof over open web steel joist roof framing supported by steel columns on spread footings. The walls will consist of concrete tilt-up wall supported by continuous strip footings. The floor will consist of ground supported concrete slabs.

The breakdown of the proposed fixed fee is as follows:

| Phase | Fee owed per Phase |
|-----------------------------------------|--------------------|
| 30% Construction Documents | \$ 36,956.25 |
| 60% Construction Documents | \$ 36,956.25 |
| 100% Construction Documents | \$ 49,275.50 |
| Bidding and Construction Administration | \$ 41,062.50 |
| Total | \$ 164,250.00 |

Please do not hesitate to contact us if you have any questions regarding our scope of work and proposed fee.

Sincerely,



Javier M. Carlin, P.E.

EXHIBIT B

ADVANCED MANUFACTURING DISTRICT- BUILDINGS A, B AND C
FEE SCHEDULE
STRUCTURAL ENGINEERING SERVICES

MAN-HOUR ESTIMATE

Prepared by: HKN Engineers

Date
10/28/2024

| Task | Scope Description | Principal Engineer | Project Engineer | Staff Engineer | CAD Technician | Clerical | Total |
|------------------------|---------------------------------------------------------------------------------------|--------------------|------------------|----------------|----------------|----------|------------|
| A | PRE-DESIGN/SCOPE REPORT | | | | | | |
| 1. | Design Criteria | | | | | | 0 |
| | a. Dead and Live Loads | | 3 | | | | 3 |
| | b. Wind and Seismic Loads | 2 | 8 | | | | 10 |
| 2. | Coordination with geotechnical | 2 | 6 | | | | 8 |
| 3. | Column layout coordination with site and floor plan | 2 | 3 | | | | 5 |
| 4. | Roof framing system selection and coordination with other systems | 2 | 6 | | | | 8 |
| 5. | Foundation Plan Layout | 1 | 8 | | 40 | | 49 |
| 6. | Framing Plan Layout | 1 | 8 | | 40 | | 49 |
| 7. | Design of Typical Roof Framing for Gravity Loads | 2 | 9 | | | | 11 |
| 8. | Analysis and Design of Roof Diaphragm Components | | 9 | | | | 9 |
| 9. | Analysis and Design of Load Bearing walls Components | 2 | 21 | | | | 23 |
| 10. | Analysis and Design of Columns | | 12 | | | | 12 |
| 11. | Analysis and Design of Foundations Components | 1 | 21 | | | | 22 |
| 12. | Analysis and Design of Slab on Grade | 1 | 6 | | | | 7 |
| 13. | Analysis and Design of Typical Roof Framing connections | 2 | 16 | | | | 18 |
| 14. | Analysis and Design of Columns Connections and Schedules | | 6 | | | | 6 |
| 15. | Typical Roof Framing Details | | 6 | | 32 | | 38 |
| 16. | Typical Foundation Details | | 6 | | 32 | | 38 |
| 17. | Typical Wall Framing Details | | 6 | | 24 | | 30 |
| 18. | EOR Review | 30 | | | | | 30 |
| 19. | Specifications | 3 | | | | | 3 |
| 20. | Project Meetings | 8 | 6 | | 4 | | 18 |
| 21. | Monthly invoices | 1 | 1 | | 1 | | 3 |
| | Subtotals | 60 | 167 | 0 | 173 | 0 | 400 |
| B. | DESIGN PHASE (60%) | | | | | | |
| 1. | Foundation Plan | | 9 | | 24 | | 33 |
| 2. | Overall Framing Plan | | 9 | | 24 | | 33 |
| 3. | Design of roof framing components for mechanical units, openings and other conditions | | 12 | | | | 12 |
| 4. | Analysis and Design of Lateral Resisting System Components | | 12 | | | | 12 |
| 5. | Analysis and Design of Lateral Resisting System Connections | | 18 | | | | 18 |
| 6. | Typical Diaphragm Details | | 6 | | 18 | | 24 |
| 7. | Design Canopies and Terrace framing | 2 | 9 | | | | 11 |
| 8. | Design Terrace foundations | 2 | 9 | | | | 11 |
| 9. | Design Non-Typical Wall connections | 2 | 9 | | | | 11 |
| 10. | Verify Structural Comments from Owner | 4 | 8 | | | | 12 |
| 11. | Analysis and Design of Load Bearing Walls Connections | | 6 | | | | 6 |
| 12. | Wall Elevations | | 12 | | 16 | | 28 |
| 13. | Terrace and Canopies Roof Framing Details | 1 | 4 | | 12 | | 17 |
| 14. | Terrace and Canopies Diaphragm Details | | 3 | | 12 | | 15 |
| 15. | Terrace and Canopies Foundation Details | | 6 | | 12 | | 18 |
| 16. | Free Standing Wall Framing Details | 1 | 6 | | 12 | | 19 |
| 17. | Site Guardhouse Framing Design | | 6 | | | | 6 |
| 18. | Site Guardhouse Foundation Design | 1 | 4 | | | | 5 |
| 19. | Site Guardhouse Foundation Layout | | 2 | | 9 | | 11 |
| 20. | Site Guardhouse Framing Layout | | 2 | | 9 | | 11 |
| 21. | Site Guardhouse Foundation Details | 1 | 3 | | 9 | | 13 |
| 22. | Site Guardhouse Framing Details | 1 | 3 | | 9 | | 13 |
| 23. | EOR Review | 30 | | | | | 30 |
| 24. | Specifications | 6 | | | | | 6 |
| 25. | Project Meetings | 8 | 8 | | 4 | | 20 |
| 26. | Monthly invoices | 2 | 1 | | 1 | | 4 |
| | Subtotals | 61 | 167 | 0 | 171 | 0 | 399 |
| MAN-HOUR TOTALS | | 121 | 337 | 0 | 356 | 0 | 814 |

EXHIBIT A

| ADVANCED MANUFACTURING DISTRICT- BUILDINGS A, B AND C | | | | |
|-------------------------------------------------------|---------------------|----------|-----------|-------------|
| FEE SCHEDULE | | | | |
| STRUCTURAL ENGINEERING SERVICES | | | | |
| PRIME CONSULTANT: | | | | Date |
| HKN Engineers | | | | 28-Oct-24 |
| 1 | DIRECT LABOR | MANHOURS | RATE/HOUR | COST |
| A. DESIGN PHASE (30%) | | | | |
| | PRINCIPAL ENGINEER | 60 | \$150.00 | \$9,000.00 |
| | PROJECT ENGINEER | 167 | \$100.00 | \$16,700.00 |
| | STAFF ENGINEER | 0 | \$80.00 | \$0.00 |
| | CAD TECHNICIAN | 173 | \$65.00 | \$11,245.00 |
| | CLERICAL | 0 | \$40.00 | \$0.00 |
| | Total Hours | 400 | | \$36,945.00 |
| B. DESIGN PHASE (60%) | | | | |
| | PRINCIPAL ENGINEER | 61 | \$150.00 | \$9,150.00 |
| | PROJECT ENGINEER | 167 | \$100.00 | \$16,700.00 |
| | STAFF ENGINEER | 0 | \$80.00 | \$0.00 |
| | CAD TECHNICIAN | 171 | \$65.00 | \$11,115.00 |
| | CLERICAL | 0 | \$40.00 | \$0.00 |
| | Total Hours | 399 | | \$36,965.00 |
| 3 | TOTAL CONTRACT COST | | | \$73,910.00 |



Engineering Fee Proposal for Phase 1 of the Advanced Manufacturing District (Rev2)

Date: 12/04/2024

Prepared for: Mijares Mora Architects, Inc – Attn: Jorge Mora, AIA

Prepared by: Alegro Engineering, LLC - Rolando Legarreta, P.E.

Project Title: Engineering Services for Advanced Manufacturing District - Phase 1 (Revision 2)

1. Project Overview

Phase 1 encompasses the development of approximately 26 acres, featuring:

- One 50,000 sq. ft. Innovation Factory (Building A)
- Two multi-tenant buildings (Buildings B and C), each 100,000 sq. ft.
- A site guardhouse with necessary utilities and roadways

The project aims to establish a self-sufficient advanced manufacturing district, laying the groundwork for future expansion.

Project Goals and Objectives

- Develop a sustainable, efficient mechanical and plumbing infrastructure to support manufacturing operations.
- Ensure compliance with Buy-American preferences by utilizing materials sourced domestically.
- Establish a flexible environment within Building A that accommodates multiple tenants and their varying needs.
- Prepare all necessary construction documents to facilitate smooth execution and compliance with federal guidelines.

2. Project Scope and Deliverables

A. Design Documentation

The engineering fee will be structured based on the phases of design document preparation:

- i. **30% Construction Documents:**
 - Preliminary drawings and specifications for the site layout, building schematics, and utilities.
 - Initial HVAC and plumbing design concepts.
- ii. **60% Construction Documents:**
- iii. Mechanical and plumbing 60% construction documents provide sufficient detail for a construction cost estimate, emphasizing potential issues or concerns. The drawings ensure that mechanical and plumbing systems are detailed enough to keep the project on track and allow for necessary



adjustments before proceeding. Additionally, coordination with local utility companies is essential during this phase to align all project aspects and address any potential conflicts.

iv. **Final Construction Documents (after GMP approval):**

Upon submission of the Guaranteed Maximum Price (GMP) and the conclusion of the 60% submission, the Construction Owner's Engineer (COEP) will issue an amendment to proceed with the completion of the construction documents. Following this, we will submit an additional fee for the completion of the construction documents (CDs), any procurement process, and construction administration (CA). A Separate fee will be provided for the completion and finalization of all construction documents ready for construction.

B. Utilities and System Design

- **Building Utility Connections** including new water service, wastewater, and natural gas service for each building.

C. Mechanical and Plumbing Systems Design

- **HVAC System Design** including the design of heating and cooling plants, centrally located variable air volume systems with demand control ventilation, airside energy recovery devices as outlined in the bridging documents, meeting the outlined performance standards and energy efficiency goals, aiming for LEED Silver or better certification.
 - All three buildings (Buildings A, B, and C) include the design of central heating and cooling plants with variable pumping, and Variable Air Flow Systems with terminal hot water reheat.
 - The guard house include the design of a central heating and cooling system with electric heat.
- **BACnet compatible** Direct Digital Control (DDC) system design.
- **Plumbing and Fire Protection** system implementations as defined in the bridging documents, ensuring efficiency, sustainability, and compliance with necessary codes.
 - **Building A** includes the design of a complete domestic plumbing system (Waste, Vent, Roof Drainage, Water, and Natural Gas) that accommodates future tie-ins for multiple tenants with individual metering. Central compressed air distributed throughout the facility using a looped manifold piping system. Design a Fire Pump sized for Light Hazard occupancy.
 - **Buildings B and C** includes the design of a complete domestic plumbing system (Waste, Vent, Roof Drainage, Water, and Natural Gas) that accommodates future tie-ins for multiple tenants with individual metering. Central compressed air distributed throughout the facility using a looped manifold piping system. Design a Fire Pump sized for Ordinary Hazard occupancy.
 - **Guard House** includes the design of domestic water systems for a single bathroom, and rain drainage as required.



- **Life Cycle Analysis** over a 20-year period evaluating the use of electric heat versus natural gas heating.
- **Evaluate** use of electric source versus natural gas domestic water heating and provide Life Cycle Cost Analysis over a 20-year period.

5. Sustainability Objectives

Our design approach will focus on integrating sustainable practices wherever possible, emphasizing the following:

- Energy-efficient systems (HVAC, plumbing, fire protection).
- Utilization of low-flow fixtures and durable materials.
- Coordination Documents for LEED Version 4 Silver certification compliance including:

WATER EFFICIENCY

- Indoor Water Use Reduction - prerequisite
- Building-Level Water Metering – prerequisite
- Indoor Water Use Reduction
- Optimize Process Water Use
- Water Metering

ENERGY AND ATMOSPHERE

- Minimum Energy Performance - prerequisite
- Building-Level Energy Metering - prerequisite
- Fundamental Refrigerant Management - prerequisite
- Optimize Energy Performance
- Advanced Energy Metering
- Renewable Energy
- Enhanced Refrigerant Management

INDOOR ENVIRONMENTAL QUALITY

- Minimum Indoor Air Quality performance - prerequisite
- Environmental Tobacco Smoke Control - prerequisite
- Enhanced Indoor Air Quality Strategies
- Construction Indoor Air Quality Management Plan
- Indoor Air Quality Assessment
- Thermal Comfort



6. Compensation

We propose to provide the basic mechanical and plumbing design services up to 60% Construction Documents on a lump sum basis for **\$250,000.00**.

The proposed fees for additional services requested by the COEP are as follows:

- Life Cycle Analysis (electric heat versus natural gas heating): \$23,580.00
- Life Cycle Analysis (electric versus natural gas domestic water heating): \$15,550.00
- LEED Documentation and required Energy modeling and other calculations needed for all three buildings: \$178,800.00
- Completion of Construction Documents: To be determined post GMP submission or amendment issuance.

This proposal emphasizes our commitment to delivering high-quality mechanical and plumbing designs that meet the functional needs of the Advanced Manufacturing District Phase 1. We recognize the importance of adhering to federal funding requirements and are dedicated to utilizing domestic materials wherever possible. We look forward to collaborating with your team to bring this project to fruition.

Exceptions

- Not included in our fee are the site utility improvements addressing lift station upgrades and increase waste line capacity to supplement the future Advanced Manufacturing Park.
- 100% Signed and sealed drawings to be issued for regulatory agency or AHJ for permitting and/or construction.

Acceptance

Please review the proposal and confirm acceptance of the proposal and discuss any adjustments needed. We can later schedule a kickoff meeting to outline the project timeline and milestones. We can begin the design process bases on agreed-upon deliverables and timelines.

Please feel free to reach out for any additional information or clarification. We appreciate the opportunity to partner with you on this innovative development project.

Rolando Legarreta, P.E.
915-474-3433
rlegarreta@alegro-engineering.com

Thank you for considering our proposal!

LIFE CYCLE ANALYSIS SERVICES

| | |
|---------------|------------------------|
| Owner: | COEP |
| Project Name: | ADVANCED MANUFACTURING |
| Date: | 10/24/2024 |
| Architect: | MMA |

| Life Cycle Analysis - Electric Heat - VS - Natural Gas Heat | Principal | Senior Mechanical Engineer | Project Engineer/Project Manager | Designer/Graduate Engineer | BIM/CAD Tech | Cost Estimate | Administrative Assistant | Classification |
|-------------------------------------------------------------|-----------|----------------------------|----------------------------------|----------------------------|--------------|---------------|--------------------------|----------------|
| Data Collection | | | | | | | | |
| Local Rates | | 6 | 5.6 | | | | | |
| Model and Analysis | | 10 | | 60 | | | | |
| Cost Analysis | | 10 | | 40 | | | | |
| Report Preparation | 2 | 4 | | 20 | | | 0.07 | |
| Consultation and Review with Owner | 1 | | | | | | | |
| | | | | | | | | |
| | | | | | | | | |
| | \$ 250.00 | \$ 210.00 | \$ 165.00 | \$ 130.00 | \$ 100.00 | \$ 115.00 | \$ 90.00 | Hourly Rates |
| | 3 | 30 | 5.6 | 120 | 0 | 0 | 0.066666667 | Hours |
| | \$ 750.00 | \$ 6,300.00 | \$ 924.00 | \$ 15,600.00 | \$ - | \$ - | \$ 6.00 | \$ 23,580.00 |

| | | | | | | | | | |
|-----------------------------------------------------------------------|-----------|----------------------------|----------------------------------|----------------------------|--------------|---------------|--------------------------|----------------|----------------|
| Life Cycle Analysis - Water Heater Electric - VS - Natural Gas | Principal | Senior Mechanical Engineer | Project Engineer/Project Manager | Designer/Graduate Engineer | BIM/CAD Tech | Cost Estimate | Administrative Assistant | Classification | |
| Model and Analysis | | 8 | | 30 | | | | | |
| Cost Analysis | | 8 | | 20 | | | | | |
| Report Preparation | | 8 | | 20.5 | | | | | |
| Consultation and Review with Owner | 2 | 4 | | | | | | | |
| | | | | | | | | | |
| | | | | | | | | | |
| | | | | | | | | | |
| | | | | | | | | | |
| | | | | | | | | | |
| | | | | | | | | | |
| | \$ 250.00 | \$ 210.00 | \$ 165.00 | \$ 130.00 | \$ 100.00 | \$ 115.00 | \$ 90.00 | Hourly Rates | |
| | 2 | 28 | 0 | 70.53% | 0 | 0 | 0 | Hours | Task Sub-Total |
| | \$ 500.00 | \$ 5,880.00 | \$ - | \$ 9,170.07 | \$ - | \$ - | \$ - | | \$ 15,550.07 |



December 4, 2024

Mr. Jorge Mora, AIA
Mijares Mora Architects
111 North Festival Drive
El Paso, TX 79912

Reference: Advanced Manufacturing District – Phase 1

Dear Mr. Mora:

I am pleased to present Bath's revised proposal for the design of electrical systems for the Advanced Manufacturing District Project. The project consists of facilities on 26 acres approximately and it consists of one 50,000 sq. ft. Innovation Factory to include tenant space, denominated Building A, two multi-tenant 100,000 sq. ft. buildings, named Buildings B and C, shell only, and one site guardhouse, with their required utilities and roadways. Phase 1 will be self-sufficient and functional in its entirety, serving the advanced manufacturing businesses and satisfying their process and security requirements. Phase 1 project is partially federally funded, and specifications will require Buy-American preferences.

The project budget is currently estimated at \$54,500,000.00. Bath's fee shall equitably be adjusted if the project square footage or the actual construction cost increases by greater than 10%.

Bath proposes to perform professional engineering services as follows:

Basic Services

- Perform a visual field survey of existing El Paso Electric Utility lines.
- Attend design build team and owner coordination meetings.
- Coordinate routing of new El Paso Electric utility lines to the new buildings.
- Coordinate site Data/IT/Security conduits and power with IT/Security Consultant.
- Coordinate and design site electrical distribution to each building and guard shack.
- Provide tenant metering rough-in and power and coordinate with BAS system.
- Design one generator and emergency power distribution to include life safety, and option standby systems utilizing an outdoor mounted diesel generator with subbase tank to serve each building.
- Develop site power and lighting photometric calculations in coordination with sustainable requirements.
- Provide power interface to main distribution and conduit rough-in for photo voltaic system to be designed by sustainable consultant or contractors subcontractor.
- Design power, HVAC power, lighting and distribution to meet energy codes and LEED requirements.
- Coordinate daylight harvesting areas with Sustainability consultant for automatically dimming lighting in those areas.
- Design power and lighting distribution for 50,000 sf, Innovation factory per tenant requirements.
- Design general lighting for two, 100,000 sf, multi-tenant shell building spaces.
- Develop fire alarm system layouts and performance specification for networked addressable fire alarm system.
- Provide power for security, card access and other special systems. Design of all special systems and required conduit systems and pathways shall be performed by others.
- Develop electrical specifications.
- Provide LEED power densities and photometric calculations during design and submit to sustainable consultant.
- Submit electrical drawings and specifications in PDF format at 30% and 60% milestones.

4110 Rio Bravo, Suite 102, El Paso, Texas 79902 • (915) 313-7200 • www.bathgroup.com

Exclusions

Services not itemized above as Basic Services are not included in the fee below. We would be pleased to submit proposals for the Additional Services. Additional services include but not limited to:

- Development of drawings and specifications for pre-final and final completion
- Construction administration services
- Changes of partial or completed designs due to change of project scope
- Design of special systems not indicated above

We offer to perform the above basic services for a lump sum fee as follows:

| | |
|------------------|---------------|
| 30% Design Phase | \$ 150,725.00 |
| 60% Design Phase | \$ 150,725.00 |
| Total | \$ 301,450.00 |

We look forward to working with you on this project.

Sincerely,

Bath Engineering Corporation



Javier Garcia, P.E.

Vice President

cc: ES/JLC

| 05199 EPIA Advanced Manufacturing District | | | Wednesday, December 4, 2024 | | | | |
|----------------------------------------------------------------------------------|-------------------|-----------------------------|-----------------------------|-----------------------------|-----------------|----------|----------------------|
| Mijares-Mora Architects, Inc. | | Scope | | | | | |
| Activity Type/ Task | Type | Project Status/ Resource | Hours | Resource Hours/ Units | Billing Rate | Contract | Resource Contract |
| EPIA Advanced Manufacturing District | | Preliminary | 1,964.0 | 1,964.0 | | 301,460 | |
| Electrical Design - Phase 1 | | Work Hold | 1,964.0 | | | 301,460 | |
| 30% Design Phase | | Work Hold | 982.0 | | | 150,725 | |
| Project Management | | Work Hold | 52.0 | 52.0 | | 12,283 | 12,283 |
| Labor | Sr. Engineer P.E. | Jose Luis Castrejon | | 32.0 | 207.69 | | 6,646 |
| Labor | Principal | Javier Garcia | | 20.0 | 281.83 | | 5,637 |
| Attend Owner and design Coordination meetings | | Work Hold | 24.0 | 24.0 | | 4,410 | 4,410 |
| Labor | Sr. Engineer P.E. | Jose Luis Castrejon | | 12.0 | 207.69 | | 2,492 |
| Labor | Engineer III | Enrique Saldivar | | 12.0 | 159.77 | | 1,917 |
| Existing Utility review and coordination | | Work Hold | 12.0 | 12.0 | | 2,109 | 2,109 |
| Labor | Engineer III | Enrique Saldivar | | 8.0 | 159.77 | | 1,278 |
| Labor | Sr. Engineer P.E. | Jose Luis Castrejon | | 4.0 | 207.69 | | 831 |
| Data IT/Security Coordination | | Work Hold | 32.0 | 32.0 | | 4,152 | 4,152 |
| Labor | Engineer III | Enrique Saldivar | | 20.0 | 159.77 | | 3,195 |
| Labor | CAD Technician | Elias S. Torres | | 12.0 | 79.75 | | 957 |
| Site distribution to other buildings and Guard shack electrical | | Work Hold | 18.0 | 18.0 | | 2,843 | 2,843 |
| Labor | Engineer III | Enrique Saldivar | | 8.0 | 159.77 | | 1,278 |
| Labor | CAD Technician | Elias S. Torres | | 4.0 | 79.75 | | 319 |
| Labor | Sr. Engineer P.E. | Jose Luis Castrejon | | 6.0 | 207.69 | | 1,246 |
| Micro grid conduit layout | | Work Hold | | | | | |
| Labor | Sr. Engineer P.E. | Jose Luis Castrejon | | | 207.69 | | |
| Labor | Engineer III | Enrique Saldivar | | | 159.77 | | |
| Labor | CAD Technician | Elias S. Torres | | | 79.75 | | |
| Coordinate tenant metering with BAS | | Work Hold | 16.0 | 16.0 | | 2,940 | 2,940 |
| Labor | Sr. Engineer P.E. | Jose Luis Castrejon | | 8.0 | 207.69 | | 1,662 |
| Labor | Engineer III | Enrique Saldivar | | 8.0 | 159.77 | | 1,278 |
| Emergency generator and distribution design | | Work Hold | 36.0 | 36.0 | | 5,887 | 5,887 |
| Labor | Sr. Engineer P.E. | Jose Luis Castrejon | | 6.0 | 207.69 | | 1,246 |
| Labor | Engineer III | Enrique Saldivar | | 18.0 | 159.77 | | 2,876 |
| Labor | CAD Technician | Elias S. Torres | | 8.0 | 79.75 | | 638 |
| Labor | Principal | Javier Garcia | | 4.0 | 281.83 | | 1,127 |
| Site power and lighting design | | Work Hold | 36.0 | 36.0 | | 4,663 | 4,663 |
| Labor | Engineer III | Enrique Saldivar | | 16.0 | 159.77 | | 2,556 |
| Labor | Sr. Engineer P.E. | Jose Luis Castrejon | | 4.0 | 207.69 | | 831 |
| Labor | CAD Technician | Elias S. Torres | | 16.0 | 79.75 | | 1,276 |
| Design power and rough-in for PV system | | Work Hold | 8.0 | 8.0 | | 1,214 | 1,214 |
| Labor | Engineer III | Enrique Saldivar | | 4.0 | 159.77 | | 639 |
| Labor | Sr. Engineer P.E. | Jose Luis Castrejon | | 2.0 | 207.69 | | 415 |
| Labor | CAD Technician | Elias S. Torres | | 2.0 | 79.75 | | 160 |
| Design Shell power, HVAC power and lighting and distribution (50k; 2 x100k bldg) | | Work Hold | 240.0 | 240.0 | | 34,818 | 34,818 |
| Labor | Engineer III | Enrique Saldivar | | 100.0 | 159.77 | | 15,977 |
| Labor | Sr. Engineer P.E. | Jose Luis Castrejon | | 60.0 | 207.69 | | 12,461 |
| Labor | CAD Technician | Elias S. Torres | | 80.0 | 79.75 | | 6,380 |
| Design Tenant power, HVAC power and lighting and distribution (50k bldg) | | Work Hold | 340.0 | 340.0 | | 49,511 | 49,511 |
| Labor | Engineer III | Enrique Saldivar | | 120.0 | 159.77 | | 19,172 |
| Labor | Sr. Engineer P.E. | Jose Luis Castrejon | | 100.0 | 207.69 | | 20,769 |
| Labor | CAD Technician | Elias S. Torres | | 120.0 | 79.75 | | 9,570 |
| Design Tenant lighting and distribution (2x100k bldgs) | | Work Hold | 76.0 | 76.0 | | 10,157 | 10,157 |
| Labor | Engineer III | Enrique Saldivar | | 32.0 | 159.77 | | 5,113 |
| Labor | Sr. Engineer P.E. | Jose Luis Castrejon | | 12.0 | 207.69 | | 2,492 |
| Labor | CAD Technician | Elias S. Torres | | 32.0 | 79.75 | | 2,552 |
| Lighting and daylighting control design | | Work Hold | 34.0 | 34.0 | | 5,080 | 5,080 |
| Labor | Engineer III | Enrique Saldivar | | 20.0 | 159.77 | | 3,195 |
| Labor | Sr. Engineer P.E. | Jose Luis Castrejon | | 6.0 | 207.69 | | 1,246 |
| Labor | CAD Technician | Elias S. Torres | | 8.0 | 79.75 | | 638 |
| Design Fire Alarm and specification | | Work Hold | 12.0 | 12.0 | | 2,109 | 2,109 |
| Labor | Engineer III | Enrique Saldivar | | 8.0 | 159.77 | | 1,278 |
| Labor | Sr. Engineer P.E. | Jose Luis Castrejon | | 4.0 | 207.69 | | 831 |
| Design power and rough-in for special systems | | Work Hold | 24.0 | 24.0 | | 3,386 | 3,386 |
| Labor | Engineer III | Enrique Saldivar | | 12.0 | 159.77 | | 1,917 |
| Labor | Sr. Engineer P.E. | Jose Luis Castrejon | | 4.0 | 207.69 | | 831 |
| Labor | CAD Technician | Elias S. Torres | | 8.0 | 79.75 | | 638 |
| Develop electrical specifications | | Work Hold | 12.0 | 12.0 | | 2,109 | 2,109 |
| Labor | Engineer III | Enrique Saldivar | | 8.0 | 159.77 | | 1,278 |
| Labor | Sr. Engineer P.E. | Jose Luis Castrejon | | 4.0 | 207.69 | | 831 |
| Calculate LEED lighting densities and calculations | | Work Hold | 10.0 | 10.0 | | 1,694 | 1,694 |
| Labor | Engineer III | Enrique Saldivar | | 8.0 | 159.77 | | 1,278 |
| Labor | Sr. Engineer P.E. | Jose Luis Castrejon | | 2.0 | 207.69 | | 415 |
| Expenses | | Work Hold | | | | 1,361 | |

| | | | | | | |
|----------------------------------------------------------------------------------|---------------------------------------|-------|-------|--------|---------|--------|
| 60% Design phase | Work Hold | 982.0 | | | 150,725 | |
| Project Management | Work Hold | 52.0 | 52.0 | | 12,283 | 12,283 |
| Labor | Sr. Engineer P.E. Jose Luis Castrejon | | 32.0 | 207.69 | | 6,646 |
| Labor | Principal Javier Garcia | | 20.0 | 281.83 | | 5,637 |
| Attend Owner and design Coordination meetings | Work Hold | 24.0 | 24.0 | | 4,410 | 4,410 |
| Labor | Sr. Engineer P.E. Jose Luis Castrejon | | 12.0 | 207.69 | | 2,492 |
| Labor | Engineer III Enrique Saldivar | | 12.0 | 159.77 | | 1,917 |
| Existing Utility review and coordination | Work Hold | 12.0 | 12.0 | | 2,109 | 2,109 |
| Labor | Engineer III Enrique Saldivar | | 8.0 | 159.77 | | 1,278 |
| Labor | Sr. Engineer P.E. Jose Luis Castrejon | | 4.0 | 207.69 | | 831 |
| Data IT/Security Coordination | Work Hold | 32.0 | 32.0 | | 4,152 | 4,152 |
| Labor | Engineer III Enrique Saldivar | | 20.0 | 159.77 | | 3,195 |
| Labor | CAD Technician Elias S. Torres | | 12.0 | 79.75 | | 957 |
| Site distribution to other buildings and Guard shack electrical | Work Hold | 18.0 | 18.0 | | 2,843 | 2,843 |
| Labor | Engineer III Enrique Saldivar | | 8.0 | 159.77 | | 1,278 |
| Labor | CAD Technician Elias S. Torres | | 4.0 | 79.75 | | 319 |
| Labor | Sr. Engineer P.E. Jose Luis Castrejon | | 6.0 | 207.69 | | 1,246 |
| Micro grid conduit layout | Work Hold | | | | | |
| Labor | Sr. Engineer P.E. Jose Luis Castrejon | | | 207.69 | | |
| Labor | Engineer III Enrique Saldivar | | | 159.77 | | |
| Labor | CAD Technician Elias S. Torres | | | 79.75 | | |
| Coordinate tenant metering with BAS | Work Hold | 16.0 | 16.0 | | 2,940 | 2,940 |
| Labor | Sr. Engineer P.E. Jose Luis Castrejon | | 8.0 | 207.69 | | 1,662 |
| Labor | Engineer III Enrique Saldivar | | 8.0 | 159.77 | | 1,278 |
| Emergency generator and distribution design | Work Hold | 36.0 | 36.0 | | 5,887 | 5,887 |
| Labor | Sr. Engineer P.E. Jose Luis Castrejon | | 6.0 | 207.69 | | 1,246 |
| Labor | Engineer III Enrique Saldivar | | 18.0 | 159.77 | | 2,876 |
| Labor | CAD Technician Elias S. Torres | | 8.0 | 79.75 | | 638 |
| Labor | Principal Javier Garcia | | 4.0 | 281.83 | | 1,127 |
| Site power and lighting design | Work Hold | 36.0 | 36.0 | | 4,663 | 4,663 |
| Labor | Engineer III Enrique Saldivar | | 16.0 | 159.77 | | 2,556 |
| Labor | Sr. Engineer P.E. Jose Luis Castrejon | | 4.0 | 207.69 | | 831 |
| Labor | CAD Technician Elias S. Torres | | 16.0 | 79.75 | | 1,276 |
| Design power and rough-in for PV system | Work Hold | 8.0 | 8.0 | | 1,214 | 1,214 |
| Labor | Engineer III Enrique Saldivar | | 4.0 | 159.77 | | 639 |
| Labor | Sr. Engineer P.E. Jose Luis Castrejon | | 2.0 | 207.69 | | 415 |
| Labor | CAD Technician Elias S. Torres | | 2.0 | 79.75 | | 160 |
| Design Shell power, HVAC power and lighting and distribution (50k; 2 x100k bldg) | Work Hold | 240.0 | 240.0 | | 34,818 | 34,818 |
| Labor | Engineer III Enrique Saldivar | | 100.0 | 159.77 | | 15,977 |
| Labor | Sr. Engineer P.E. Jose Luis Castrejon | | 60.0 | 207.69 | | 12,461 |
| Labor | CAD Technician Elias S. Torres | | 80.0 | 79.75 | | 6,380 |
| Design Tenant power, HVAC power and lighting and distribution (50k bldg) | Work Hold | 340.0 | 340.0 | | 49,511 | 49,511 |
| Labor | Engineer III Enrique Saldivar | | 120.0 | 159.77 | | 19,172 |
| Labor | Sr. Engineer P.E. Jose Luis Castrejon | | 100.0 | 207.69 | | 20,769 |
| Labor | CAD Technician Elias S. Torres | | 120.0 | 79.75 | | 9,570 |
| Design Tenant lighting and distribution (2x100k bldgs) | Work Hold | 76.0 | 76.0 | | 10,157 | 10,157 |
| Labor | Engineer III Enrique Saldivar | | 32.0 | 159.77 | | 5,113 |
| Labor | Sr. Engineer P.E. Jose Luis Castrejon | | 12.0 | 207.69 | | 2,492 |
| Labor | CAD Technician Elias S. Torres | | 32.0 | 79.75 | | 2,552 |
| Lighting and daylighting control design | Work Hold | 34.0 | 34.0 | | 5,080 | 5,080 |
| Labor | Engineer III Enrique Saldivar | | 20.0 | 159.77 | | 3,195 |
| Labor | Sr. Engineer P.E. Jose Luis Castrejon | | 6.0 | 207.69 | | 1,246 |
| Labor | CAD Technician Elias S. Torres | | 8.0 | 79.75 | | 638 |
| Design Fire Alarm and specification | Work Hold | 12.0 | 12.0 | | 2,109 | 2,109 |
| Labor | Engineer III Enrique Saldivar | | 8.0 | 159.77 | | 1,278 |
| Labor | Sr. Engineer P.E. Jose Luis Castrejon | | 4.0 | 207.69 | | 831 |
| Design power and rough-in for special systems | Work Hold | 24.0 | 24.0 | | 3,386 | 3,386 |
| Labor | Engineer III Enrique Saldivar | | 12.0 | 159.77 | | 1,917 |
| Labor | Sr. Engineer P.E. Jose Luis Castrejon | | 4.0 | 207.69 | | 831 |
| Labor | CAD Technician Elias S. Torres | | 8.0 | 79.75 | | 638 |
| Develop electrical specifications | Work Hold | 12.0 | 12.0 | | 2,109 | 2,109 |
| Labor | Engineer III Enrique Saldivar | | 8.0 | 159.77 | | 1,278 |
| Labor | Sr. Engineer P.E. Jose Luis Castrejon | | 4.0 | 207.69 | | 831 |
| Calculate LEED lighting densities and calculations | Work Hold | 10.0 | 10.0 | | 1,694 | 1,694 |
| Labor | Engineer III Enrique Saldivar | | 8.0 | 159.77 | | 1,278 |
| Labor | Sr. Engineer P.E. Jose Luis Castrejon | | 2.0 | 207.69 | | 415 |
| Expenses | Work Hold | | | | 1,361 | |

October 1, 2024

Jorge Mora, AIA
Mijares-Mora Architects, Inc.
111 N. Festival Drive
El Paso, TX 79912
jmora@mijaresmora.com

Re: Proposal for Professional Services - ADVANCED MANUFACTURING DISTRICT

Verdacity is pleased to submit this proposal for professional sustainability consulting services.

The project includes one 50,000 SF Innovation Factory, and two 100,000 SF multi-tenant buildings on a 26-acre site located near the airport in El Paso, TX.

The design of the Innovation Factory shall follow LEEDv4 BD+C: New Construction standards, and the two multi-tenant buildings shall follow LEEDv4 BD+C: Core & Shell standards. Two LEED evaluations shall occur, one for each rating system type. The design shall follow LEED Silver guidelines, however third-party certification is not required. This proposal includes pre-construction services only. Refer to the attached Statement of Work.

Compensation for professional services shall be: \$ 66,000.00

A breakdown of our fee is as follows. Refer to the attached Statement of Work for a detailed description.

| | |
|------------------------------|--------------|
| LEED Design Phase Consulting | \$ 30,000.00 |
| Daylight Modeling | \$ 12,000.00 |
| Energy Modeling | \$ 24,000.00 |

Exclusions

Building commissioning; preparation of Owner's Project Requirements or Basis of Design; LEED specifications; material lifecycle impact modeling; preparation of ventilation calculations for compliance with ASHRAE 62.1; preparation of compliance documentation for ASHRAE 55; verification of compliance with ASHRAE 90.1; rainwater calculations for SS Credit Rainwater Management; preparation or documentation of stormwater pollution plan; preparation or documentation of Construction Waste Management plan; preparation or documentation of Indoor Air Quality Plan; submittal reviews or material research; flush out calculations; air quality testing; preparation of LEED online documentation for design or construction phase credits; preparation of innovation credits; LEED registration or certification fees; engagement beyond the 60% construction document phase; preparation of sustainability reports not listed in the Statement of Work; site visits unless noted in Statement of Work.

Compensation Summary

| | | |
|---------------------------------------------|----|-----------|
| Compensation for professional fees shall be | \$ | 66,000.00 |
| Reimbursable fees are estimated to be | \$ | - |

| | | |
|----------------------------------------|-----------|------------------|
| Total Proposed Contract Amount: | \$ | 66,000.00 |
|----------------------------------------|-----------|------------------|

The estimated date of completion for this scope of work is:

February 24, 2025

A contract modification request will be submitted for schedule delays or extensions lasting longer than the estimated date of completion listed above.

This proposal is valid for 30 days.

Thank you for the opportunity to submit this proposal. Should additional information be required, please don't hesitate to call.

Sincerely,



Kris Callori, Owner

October 1, 2024

Attachments: Verdacity Terms & Conditions, Statement of Work

Client Signature

THE TERMS AND CONDITIONS HEREIN, INCLUDING CONTRACT ATTACHMENTS – SCOPE OF SERVICES AND TERMS & CONDITIONS, ARE AGREED UPON BY THE UNDERSIGNED PERSON WHO HEREBY ALSO STATES THAT THEY HAVE THE AUTHORITY AND DO AUTHORIZE THE NOTICE TO PROCEED FOR THE SCOPE OF SERVICES AS STATED ABOVE, AND FURTHER, THAT PAYMENT FOR SUCH SERVICES WILL BE APPROVED AND PAID IN A TIMELY MANNER. PLEASE RETURN AN EXECUTED COPY OF THIS AGREEMENT AS AUTHORIZATION TO PROCEED.

For: **ADVANCED MANUFACTURING DISTRICT**

Professional Fee \$ 66,000.00

Reimbursable Fee \$ -

Total Amount \$ 66,000.00

Signature

Date

Printed Name

POINT OF CONTACT

Please list the person from your firm that will be Verdacity's Primary Point of Contact. This person should have general knowledge of the scope of work listed in this contract, have the authority to direct your consultants on matters related to compliance, and maintain the ability for consistent coordination through completion of the contract.

NAME

EMAIL

LEED Design Phase Consulting

Statement of Work

Task 1 LEED Assessment / Schematic Design (30% Construction Documents)

- Coordinate basic project data, including the LEED project boundary, site and building areas, occupancy, and room classifications.
- Conduct LEED coordination meeting with Project Team.
- In collaboration with project team, develop LEED credit strategy including initial assessment of building systems in relation to LEED credit achievement, phase association and accountability, identification of appropriate evaluation tools and assignment of action items. Upon completion of this phase, provide one preliminary LEED Assessment and Scorecard for the Innovation Facility and one for the multi-tenant building (as a representative example for both multi-tenant buildings).

Task 2 LEED Design Consulting / Design Development (60% Construction Documents)

- Review the 30% construction documents and provide guidance to the Project Team to align with LEED strategies identified during the 30% Construction Document phase.
- Refine site and building calculations to accurately document compliance with LEED strategies that are identified as a priority by the Project Team.
- Provide final LEED Report including Scorecard and Narratives documenting LEED strategies incorporated by the project.

Daylight Modeling

Statement of Work

Task 1 Daylight Modeling for LEED

- Coordinate daylight modeling assumptions with project team, including areas designated by LEED as "Regularly Occupied Spaces".
- Prepare preliminary daylight simulation model. Discuss with project team optimization of daylight design including building orientation, window placement, glazing specifications and fenestration.
- Based upon the drawings and design data, develop project-based daylight model. Provide Daylight Assessment Report, including diagrams and narratives describing strategies for meeting desired goals. Meet with Project Team to review recommendations and arrive at an optimized scenario.
- Based on final drawings and design data, develop final daylight model. Prepare final daylight report.

Task 1 Energy Modeling for LEED

- For each building type, establish energy performance target using ENERGY STAR's Target Finder, and as EUI in kBtu/SF/yr of source energy use.
- Based upon the 30% drawings, prepare a "simple box" energy model that explores energy load reduction strategies.
- Based upon the 60% drawings prepare a project-based energy model demonstrating energy performance of the 60% design.

Terms & Conditions

Definitions

Green Building Certification. LEED, Guiding Principles, Green Globes, Fitwel, WELL or other 3rd party certification system.

3rd Party Review. Green Business Certification Institute, Green Building Initiative, Federal Agency (i.e. DOE, DOI, etc), Center for Active Design, International Well Building Institute or other institution that oversees 3rd party green building certifications.

Billing Information

The project will be billed approximately every four weeks for the percentage of work complete. Invoices will be due within 30 days of receipt unless agreed upon otherwise in writing. Any invoice not paid within 30 days will be charged interest at 1.8% per month on the unpaid balance until paid in full. Note: If payment is not received within fifteen (15) days of the invoice date, we will notify you in writing of our intent to stop work. All work on the project will stop seven (7) days after written notice is sent unless arrangements are made in that time. To continue work, Verdacity will require all current invoices paid in full. Invoices sixty (60) or more days overdue may be sent to a collection agency or attorney. The client will be liable for all attorney and collection fees.

New Mexico Gross Receipts tax will be charged unless a valid non-taxable transaction certificate (NTTC) is issued to Verdacity.

Reimbursable fees include a 10% administrative markup unless noted otherwise.

We require payment in full before we process the final green building certification (if applicable) and any associated project deliverables or reports.

Client must approve work product and has the right to reject nonconforming work. Verdacity will correct work product at no additional cost if deficient from the scope presented in this agreement.

Payment of any invoice by the Client to Verdacity shall be taken to mean that the Client is satisfied with Verdacity's services to the date of payment and is not aware of any deficiencies in those services.

Additional Services

Successful delivery of green building certification requires close coordination between disciplines, including factors outside of Verdacity's control. Where extra coordination is required, an additional services request will be provided on a lump sum or hourly basis. An example of conditions that may affect the project team's ability to complete a green building certification includes:

- Change in Primary Point of Contact listed on the signature page of the contract.
- Change in key members of project team responsible for green building coordination.
- Change in green building certification level.
- Value Engineering or changes made to the project documents by others resulting in additional coordination to maintain desired level of green building certification.
- Quality control review of documentation provided by others (where documentation has not been included in Verdacity's scope but required for green building application submittal or verification) to satisfy 3rd party review criteria.
- Pre-submission review of energy model prepared by others if required to satisfy 3rd party review criteria.
- Review and/or coordination of green building certification criteria post-100% construction documents; coordination and/or collection of green building certification criteria included in Architect's Supplemental Instructions (ASIs).

- Coordination and/or collection of green building documentation not included in construction phase submittal reviews, including material costs, incongruent information, or documentation related to an incorrect version of the rating system. Up to two reviews per submittal are included.
- Additional coordination or preparation of documentation due to lack of responsiveness from project team members.
- Schedule delays or extensions lasting longer than the performance period listed in our contract.
- Project holds or substantial delays between completion of construction documents and notice to proceed for construction.
- Expenses incurred if areas identified for IAQ Testing do not meet pre-testing requirements, failed results, re-testing fees and/or associated travel costs.

Standard of Care

Verdacity shall perform its services consistent with the professional skill and care ordinarily provided by firms practicing in the same or similar locality under the same or similar circumstances (hereinafter the "Standard of Care"). Notwithstanding any clause in this Agreement to the contrary, nothing shall be construed as imposing on Verdacity any greater obligation than to exercise the Standard of Care.

Green Building Certification Disclaimer

Client acknowledges that all services pertaining to submission for green building certification shall be based upon Verdacity and its consultant's professional judgment concerning currently available guidelines. Client acknowledges that green building certification guidelines are in a continual process of refinement and subject to multiple interpretations by the various individuals and entities determining certification and the specific determination of any credit or certification sought cannot fully be forecast and is not guaranteed. Verdacity accordingly makes no representations or warranties regarding any specific outcome with respect to green building certification. Moreover, the Client acknowledges that budget considerations greatly affect the attainability or suitability of green building certification credits. The Client further acknowledges that such budget considerations can result in a Project either failing to attain green building certification or attaining a lesser green building certification level. Subject to the foregoing, Verdacity will use reasonable efforts to assist Client in obtaining desired level of green building certification and will inform Client in a timely manner if in Verdacity's professional judgment, Client's budget, or other decisions are likely to prevent green building certification from being obtained.

Energy, Daylight and Material Lifecycle Impact Modeling Disclaimer

Any data provided by Verdacity, verbal or written, are to be considered opinions of building performance. The Client understands that Verdacity has no control over occupant habits, site or climate conditions, equipment or material performance or characteristics, or the Contractor's method of assembly, and that Verdacity's opinion regarding building performance are made on the basis of Verdacity's professional judgment and experience, datasets provided by others, and the accuracy of software analyses and outputs that are beyond our control. Verdacity makes no warranty, express or implied, that the energy/daylight/material performance of the building will not vary from Verdacity's opinion of performance.

Indoor Air Quality Disclaimer

The Client understands that conditions the day of testing may be affected by conditions outside of our control, such as outdoor air quality, emissions related to equipment provided by others, off gassing from furniture or appliances, off gassing from cleaning chemicals, schedule changes, and the general cleanliness of the spaces designated as testing locations, and that conditions such as these will impact test results. Verdacity relies upon testing equipment and laboratory results provided by others and cannot be responsible for failed tests. Failed tests do not relieve the Client of obligations to pay for testing fees. Verdacity makes no warranty, express or implied, that the air quality within the building will not vary from the laboratory test results. Verdacity is measuring air quality at spot locations, based upon conditions created by others, and at one point in time and cannot be held responsible for any current or future claims related to air quality on site.

Certificate of Merit

The Client shall make no claim for professional negligence, either directly or by way of a cross complaint against Verdacity unless the Client has first provided Verdacity with a written certification executed by an independent consultant currently practicing and licensed in New Mexico. This certification shall: a) contain the name and license number of the certifier; b) specify the acts or omissions that the certifier contends are not in conformance with the standard of care for a consultant performing professional services under similar circumstances; and c) state in detail the basis for the certifier's opinion that such acts or omissions do not conform to the standard of care. This certificate shall be provided to Verdacity not less than thirty (30) calendar days prior to the presentation of any claim or the institution of any arbitration or judicial proceeding. This Certificate of Merit will take precedence over any existing state law in force at the time of the claim or demand for arbitration.

Limitation of Liability

In recognition of the relative risks and benefits of the Project to both the Client and Verdacity, the risks have been allocated such that the Client agrees, to the fullest extent permitted by law, to limit the liability of Verdacity to the Client for any and all claims, losses, costs, damages of any nature whatsoever or claims expenses from any cause or causes, including attorney's fees and costs and expert-witness fees and costs, so that the total aggregate liability of Verdacity to the Client shall not exceed Verdacity's total fee for services rendered on the Project or \$50,000 - whichever is greater. It is intended that this limitation apply to any and all liability or cause of action however alleged or arising, including negligence and professional errors and omissions, strict liability, breach of contract, or breach of warranty, unless otherwise prohibited by law.

Mutual Waiver of Consequential Damages

Verdacity and Client waive all consequential or special damages, including, but not limited to, loss of use, profits, revenue, business opportunity, or production, for claims, disputes, or other matters arising out of or relating to the Contract or the services provided by Verdacity, regardless of whether such claim or dispute is based upon breach of contract, willful misconduct or negligent act or omission of either of them or their employees, agents, subconsultants, or other legal theory, even if the affected party has knowledge of the possibility of such damages. This mutual waiver shall survive termination or completion of this Contract.

Indemnification

Verdacity agrees, to the fullest extent permitted by law, to indemnify and hold harmless the Client, its officers, directors and employees (collectively, Client) against all damages, liabilities or costs, including reasonable attorney's fees and defense costs, to the extent caused by Verdacity's negligent performance or professional services under this Agreement and that of its subconsultants or anyone for whom Verdacity is legally liable. The Client agrees, to the fullest extent permitted by law, to indemnify and hold harmless Verdacity, its officers, directors, employees and subconsultants against all damages, liabilities or costs, including reasonable attorney's fees and defense costs, to the extent caused by the Client's negligent acts in connection with the Project and the acts of its contractors, subcontractors or consultants or anyone for whom the Client is legally liable. Neither the Client nor Verdacity shall be obligated to indemnify the other party in any manner whatsoever for the other party's own negligence or for the negligence of others.

ADVANCED MANUFACTURING DISTRICT

The project includes one 50,000 SF Innovation Factory, and two 100,000 SF multi-tenant buildings on a 26-acre site located near the airport in El Paso, TX.

Verdacity Fee Schedule

| | | |
|-------------------------------------------------|-------------|-------------|
| 30% CD (LEED Assessment) | Subtotal | Phase Total |
| General Design Consulting (IDP, LEED Checklist) | \$10,000.00 | |
| Simple Box Energy Advisement (SEDI) | \$ 2,000.00 | |
| Total Phase 1 SD | | \$12,000.00 |
| 60% CD (LEED Design Consulting) | Subtotal | Phase Total |
| General Design Consulting (LEED Assessment) | \$20,000.00 | |
| Simple Box Energy Modeling & PV sizing | \$22,000.00 | |
| Daylight Modeling | \$12,000.00 | |
| Total Phase 1 DD | | \$54,000.00 |
| Grand Total | | \$66,000.00 |

| Managing Principal | Director | Project Manager | Technical Specialist |
|--------------------|-----------|-----------------|----------------------|
| \$ 225.00 | \$ 150.00 | \$ 125.00 | \$ 100.00 |
| 2 | 3 | 40 | 41 |
| | 8 | | 8 |
| 4 | 6 | 80 | 82 |
| | 88 | | 88 |
| | 80 | | |
| 6 | 185 | 120 | 219 |

Exhibit 2 – Forms of Payment Bond and Performance Bond

PAYMENT BOND

| | | |
|--------------------|---|-----------------------------|
| THE STATE OF TEXAS | § | |
| | § | KNOW ALL BY THESE PRESENTS: |
| COUNTY OF EL PASO | § | |

That we, _____, as Principal herein, and (2) _____, a corporation organized and existing under the laws of the State of Texas and who is authorized and admitted to use surety bonds in the State of Texas, as surety, are held and firmly bound unto the City of El Paso located in El Paso County, Texas, Obligee herein, in the amount of _____ Dollars (\$) for the payment whereof, the said Principal and Surety bind themselves and their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents:

WHEREAS, the Principal has entered into a certain written contract with the Obligee dated the _____ day of _____, 20_____, which contract is hereby referred to herein as “the Contract” and is incorporated herein to the same extent as if copied at length, for the following project: 2024-0272R Advanced Manufacturing District.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the said Principal shall directly or indirectly timely make payment to each and every claimant (as defined in Chapter 2253, Texas Government Code, as amended) supplying labor or materials in the prosecution of the work under the Contract, then this obligation shall be void; otherwise, to remain in full force and effect. *This obligation may be enforced by the Obligee in the event of bankruptcy or default by Principal in payments to suppliers of labor or materials in the prosecution of the work under the Contract, in either of which events the Surety shall make such payments as Principal has failed to pay and as may be required to complete the work under the contract.* The Surety stipulates and agrees that no change, extension of time, alteration, omission, addition or other modification to the terms of the Contract will affect its obligations on this bond, and it hereby waives notice of any such changes, extensions of time, alterations, omissions, additions, or other modifications, to the Contract or to related subcontracts, purchase orders or other obligations, and any notices provided in such regard shall not create as to any party a duty related thereto.

PROVIDED, HOWEVER, that this bond is executed pursuant to Chapter 2253 of the Texas Government Code, as amended, and all rights and liabilities on this bond shall be determined in accordance with the provisions of said statute, to the same extent as if it were

copied at length herein. All notices shall be delivered in writing to the addresses shown below or to addresses provided in the Contract Documents.

IN WITNESS WHEREOF, the duly authorized representatives of the Principal and the Surety have executed this instrument.

SIGNED and SEALED this _____ day of _____, 20____.

The date of bond shall not be prior to date of Contract.

ATTEST:

(Principal) Secretary

(S E A L)

Witness as to Principal

ATTEST:

Secretary

(S E A L)

Witness as to Surety

PRINCIPAL

By: _____

Name: _____

Title: _____

Address: _____

Telephone Number: _____

SURETY

By: _____

Name: _____
Attorney in Fact

Address: _____

Telephone Number: _____

An original copy of Power of Attorney shall be attached to Bond by the Attorney-in-Fact.

PERFORMANCE BOND

| | | |
|--------------------|---|-----------------------------|
| THE STATE OF TEXAS | § | |
| | § | KNOW ALL BY THESE PRESENTS: |
| COUNTY OF EL PASO | § | |

That we, _____, as Principal herein, and _____, a corporation organized and existing under the laws of the State of _____, and who is authorized and admitted to issue surety bonds in the State of Texas, Surety herein, are held and firmly bound unto the City of El Paso, located in El Paso County, Texas, Obligee herein, in the sum of _____ Dollars (\$ _____) for the payment of which sum we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, Principal has entered into a certain written contract with the Obligee dated the ____ day of _____, 20____, herein referred to as “the Contract” and incorporated herein and made a part hereof for all purposes, for the construction of 2024-0272R Advanced Manufacturing District.

NOW, THEREFORE, the condition of this obligation is such, if the said Principal shall faithfully perform the work in accordance with the plans, specifications, and other Contract Documents and shall fully indemnify and hold harmless the Obligee from all costs and damages which Obligee may suffer by reason of Principal’s failure to perform the Work in conformity with the Contract Documents, and reimburse and repay Obligee for all outlay and expense that Obligee may incur in making good such default, then this obligation shall be void; otherwise, to remain in full force and effect. Whenever Contractor shall be declared by Obligee to be in default under the Contract, the Surety shall, upon request of Obligee and within seven (7) calendar days from receipt of Obligee’s notice of Contractor’s default, commence and thereafter complete performance of Contractor’s obligations under the Contract. This Bond covers all contractual obligations of Contractor under the Contract, including, without limitation, the indemnity, warranty and guaranty obligations. The Surety stipulates and agrees that no change, extension of time, alteration, omission, addition or other modification to the terms of any of the Contract will affect its obligations on this bond, and it hereby waives notice of any such changes, extensions of time, alterations, omissions, additions, or other modifications, to the Contract or to related subcontracts, purchase orders or other obligations, and any notices provided in such regard shall not create as to any party a duty related thereto. The penal limit of this bond shall automatically be increased by

the amount of any change order, supplemental agreement or amendment which increases the price of the Contract.

PROVIDED, HOWEVER, that this bond is executed pursuant to Chapter 2253 of the Texas Government Code, as amended, and all rights and liabilities on this bond shall be determined in accordance with the provisions of such statute, to the same extent as if it were copied at length herein. All notices shall be delivered in writing to the addresses shown below or to addresses provided in the Contract Documents.

IN WITNESS WHEREOF, the duly authorized representatives of the Principal and the Surety have executed this instrument.

SIGNED and SEALED this _____ day of _____, 20__.

The date of bond shall not be prior to date of Contract.

ATTEST:

(Principal) Secretary

(S E A L)

Witness as to Principal

ATTEST:

Secretary

(S E A L)

Witness as to Surety

PRINCIPAL

By: _____

Name: _____

Title: _____

Address: _____

Telephone Number: _____

SURETY

By: _____

Name: _____
Attorney in Fact

Address: _____

Telephone Number: _____

An original copy of Power of Attorney shall be attached to Bond by the Attorney-in-Fact.

Exhibit 3 – Insurance Rider

Owner's Insurance Requirements of Contractor

1. Specific Insurance Requirements

The following insurance shall be maintained in effect with limits not less than those set forth below at all times during the term of this Agreement and thereafter as required:

| Insurance | Coverage/Limits | Other Requirements |
|-------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Commercial General Liability (Occurrence Basis) | <p>Amounts of coverage shall be no less than:</p> <ul style="list-style-type: none"> ▪ \$1,000,000 Per Occurrence ▪ \$2,000,000 General Aggregate ▪ \$2,000,000 Products/Completed Operations Aggregate ▪ \$1,000,000 Personal And Advertising Injury ▪ Designated Construction Project(s) General Aggregate Limit | <ul style="list-style-type: none"> ▪ Current ISO edition of CG 00 01 ▪ Additional insured status shall be provided in favor of Owner Parties on a combination of ISO forms CG 20 10 04 13 and CG 20 37 04 13. ▪ This coverage shall be endorsed to provide primary and non-contributing liability coverage. It is the intent of the parties to this Agreement that all insurance coverage required herein shall be primary to and will not seek contribution from any other insurance held by Owner Parties, with Owner Parties' insurance being excess, secondary and non-contributing. ▪ Stop Gap coverage shall be provided if any work is to be performed in a monopolistic workers' compensation state. ▪ The following exclusions/limitations (or their equivalent(s), are prohibited: <ul style="list-style-type: none"> ○ Contractual Liability Limitation CG 21 39 ○ Amendment of Insured Contract Definition CG 24 26 ○ Limitation of Coverage to Designated Premises or Project, CG 21 44 ○ Exclusion-Damage to Work Performed by Subcontractors On Your Behalf, CG 22 94 or CG 22 95 ○ Exclusion-Explosion, Collapse and Underground Property Damage Hazard, CG 21 42 or CG 21 43 ○ Any Classification limitation ○ Any Construction Defect Completed Operations exclusion ○ Any endorsement modifying the Employer's Liability exclusion or deleting the exception to it ○ Any endorsement modifying or deleting Explosion, Collapse or Underground coverage ○ Any Habitational or Residential exclusion applicable to the Work ○ Any "Insured vs. Insured" exclusion except Named Insured vs. Named Insured ○ Any Punitive, Exemplary or Multiplied Damages exclusion ○ Any Subsidence exclusion |

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|------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Business Auto Liability | <p>Amount of coverage shall be no less than:</p> <ul style="list-style-type: none"> ▪ \$1,000,000 Per Accident | <ul style="list-style-type: none"> ▪ Current ISO edition of CA 00 01 ▪ Arising out of any auto (Symbol 1), including owned, hired and nonowned |
| Workers' Compensation and Employer's Liability | <p>Amounts of coverage shall be no less than:</p> <ul style="list-style-type: none"> ▪ Statutory Limits ▪ \$1,000,000 Each Accident and Disease ▪ Alternate Employer endorsement ▪ USL&H must be provided where such exposure exists. | <ul style="list-style-type: none"> ▪ The State in which work is to be performed must be listed under Item 3.A. on the Information Page ▪ Such insurance shall cover liability arising out of the Contractor's employment of workers and anyone for whom the Contractor may be liable for workers' compensation claims. Workers' compensation insurance is required, and no "alternative" forms of insurance shall be permitted. ▪ Where a Professional Employer Organization (PEO) or "leased employees" are utilized, Contractor shall require its leasing company to provide Workers' Compensation insurance for said workers and such policy shall be endorsed to provide an Alternate Employer endorsement in favor of Contractor and Owner. Where Contractor uses leased employees with Workers' Compensation insurance provided by a PEO or employee leasing company, Contractor is strictly prohibited from subletting any of its work without the express written agreement of Owner. |
| Excess Liability (Occurrence Basis) | <p>Amounts of coverage shall be no less than:</p> <ul style="list-style-type: none"> ▪ \$5,000,000 Each Occurrence ▪ \$5,000,000 Annual Aggregate | <ul style="list-style-type: none"> ▪ Such insurance shall be excess over and be no less broad than all coverages described above. ▪ Drop-down coverage shall be provided for reduction and/or exhaustion of underlying aggregate limits and shall include a duty to defend any insured. |
| Professional Liability | <p>Amounts of coverage shall be no less than:</p> <ul style="list-style-type: none"> ▪ \$1,000,000 Each Occurrence ▪ \$2,000,000 Annual Aggregate ▪ If a combined Contractor's Pollution Liability and Professional Liability policy is utilized, the limits shall be \$3,000,000 Each Loss and Aggregate. ▪ Such insurance shall cover all services rendered by the Contractor and its consultants under the Agreement, including but not limited to design or design/build services. ▪ Policies written on a Claims-Made basis shall be maintained for at least two years beyond termination of the Agreement. | <ul style="list-style-type: none"> ▪ Such insurance shall cover all services rendered by the Contractor and its subcontractors under the Agreement. ▪ This insurance is not permitted to include any type of exclusion or limitation of coverage applicable to claims arising from: <ul style="list-style-type: none"> ○ bodily injury or property damage where coverage is provided in behalf of design professionals or design/build contractors ○ habitational or residential operations ○ mold and/or microbial matter and/or fungus and/or biological substance ○ punitive, exemplary or multiplied damages. ▪ Any retroactive date must be effective prior to beginning of services for the Owner. ▪ Policies written on a Claims-Made basis shall have an extended reporting period of at least two years beyond termination of the Agreement. Vendor shall trigger the extended reporting period if identical coverage is not otherwise maintained with the expiring retroactive date. |

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|------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Contractors Pollution Liability | <p>Amounts of coverage shall be no less than:</p> <ul style="list-style-type: none"> ▪ \$1,000,000 Each Loss ▪ \$2,000,000 Annual Aggregate ▪ If a combined Contractor's Pollution Liability and Professional Liability policy is utilized, the limits shall be \$3,000,000 Each Loss and Aggregate. ▪ The policy must provide coverage for: <ul style="list-style-type: none"> ○ the full scope of the named insured's operations (on-going and completed) as described within the scope of work for this Agreement ○ loss arising from pollutants including but not limited to fungus, bacteria, biological substances, mold, microbial matter, asbestos, lead, silica and contaminated drywall ○ third party liability for bodily injury, property damage, clean up expenses, and defense arising from the operations; ○ diminution of value and Natural Resources damages ○ contractual liability ○ claims arising from non-owned disposal sites utilized in the performance of this Agreement. | <ul style="list-style-type: none"> ▪ The policy must insure contractual liability, name Owner Parties as an Additional Insured, and be primary and noncontributory to all coverage available to the Additional Insured. ▪ This insurance is not permitted to include any type of exclusion or limitation of coverage applicable to claims arising from: <ul style="list-style-type: none"> ○ Insured vs. insured actions. However exclusion for claims made between insured within the same economic family are acceptable. ○ impaired property that has not been physically injured ○ materials supplied or handled by the named insured. However, exclusions for the sale and manufacture of products are allowed. Exclusionary language pertaining to materials supplied by the insured shall be reviewed by the certificate holder for approval. ○ property damage to the work performed by the contractor ○ faulty workmanship as it relates to clean up costs ○ punitive, exemplary or multiplied damages ○ work performed by subcontractors ▪ If coverage is provided on a Claims Made basis, coverage will at least be retroactive to the earlier of the date of this Agreement or the commencement of contractor services relation to the Work. ▪ The policy will offer an extended discovery or extended reporting clause of at least three (3) years. ▪ Completed Operations coverage shall be maintained through the purchase of renewal policies to protect the insured and additional insured for at least two (2) years after the property owner accepts the project or this contract is terminated. The purchase of an extended discovery period or an extended reporting period on a Claims Made policy or the purchase of occurrence based Contractors Environmental Insurance will not be sufficient to meet the terms of this provision. |
| Builders Risk | <ul style="list-style-type: none"> ▪ Coverage shall be provided in an amount equal at all times to the full contract value, including change orders, and cost of debris removal for any single occurrence. ▪ Coverage shall be at least as broad as an unmodified ISO Special form, shall be provided on a completed-value basis, and shall be primary to any other insurance coverage | <ul style="list-style-type: none"> ▪ Insureds shall include Owner, General Contractor, all Loss Payees and Mortgagees, and subcontractors of all tiers in the Work as Insureds. ▪ Such insurance shall cover: <ul style="list-style-type: none"> ○ all structure(s) under construction, including retaining walls, paved surfaces and roadways, bridges, glass, foundation(s), footings, |

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| | <p>available to the named insured parties, with that other insurance being excess, secondary and non-contributing.</p> <ul style="list-style-type: none"> ▪ The policy must provide coverage for: <ul style="list-style-type: none"> ○ Agreed Value Included ○ Damage arising from error, omission or deficiency in construction methods, design, specifications, workmanship or materials, including collapse Included ○ Debris removal additional limit \$1,000,000 ○ Earthquake and Earthquake Sprinkler Leakage \$5,000,000 ○ Flood \$5,000,000 ○ Freezing Included ○ Mechanical breakdown including hot & cold testing Included ○ Ordinance or law \$1,000,000 ○ Pollutant clean-up and removal \$ 25,000 ○ Preservation of property Included ○ Theft Included • Deductible shall not exceed <ul style="list-style-type: none"> ○ All Risks of Direct Damage, Per Occurrence, except \$10,000 ○ Named Storm 2% subject to \$50,000 minimum ○ Earthquake and Earthquake Sprinkler Leakage, Per Occurrence \$100,000 ○ Flood, Per Occurrence or excess of NFIP if in Flood Zone A or V \$100,000 | <p>underground pipes and wiring, excavations, grading, backfilling or filling;</p> <ul style="list-style-type: none"> ○ all temporary structures (e.g., fencing, scaffolding, cribbing, false work, forms, site lighting, temporary utilities and buildings) located at the site; ○ all property including materials and supplies on site for installation; ○ all property including materials and supplies at other locations but intended for use at the site; ○ all property including materials and supplies in transit to the site for installation by all means of transportation other than ocean transit; and ○ other Work at the site identified in the Agreement to which this Exhibit is attached. • No protective safeguard warranty shall be permitted. • The termination of coverage provision shall be endorsed to permit occupancy of the covered property being constructed This insurance shall be maintained in effect, unless otherwise provided for the Agreement Documents, until the earliest of: <ul style="list-style-type: none"> ○ the date on which all persons and organizations who are insureds under the policy agree that it shall be terminated; ○ occupancy, in whole or in part; ○ the date on which release of substantial completion is executed; or ○ the date on which the insurable interests of Contractor in the Covered Property has ceased. • A waiver of subrogation provision shall be provided in favor of all insureds. |
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2. General Insurance Requirements

A. Definitions. For purposes of this Agreement:

- i. "ISO" means Insurance Services Office.
- ii. "Contractor" shall include subcontractors of any tier.
- iii. "Owner Parties" means (a) Karnes County ("Owner"), (b) the Project, (c) any lender whose loan is secured by a lien against the Work, (d) their respective shareholders, members, partners, joint venturers, affiliates, subsidiaries, successors and assigns, (e) any directors, officers, employees, or agents of such persons or entities, and (f) others as required by the Construction Documents.

B. Policies.

- i. Contractor shall maintain such General Liability, Excess Liability, Professional and Pollution insurance in identical coverage, form and amount, including required endorsements, for at least two (2) years following Date of Substantial Completion of the Work to be performed under this Agreement. Contractor shall provide written representation to Owner stating Work completion date.
- ii. All policies must:
 - a. Be written through insurance companies authorized to do business in the State in which the work is to be performed and rated no less than A-: VII in the most current edition of A. M. Best's Key Rating Guide at all times Work is to be performed.
 - b. Provide a waiver of subrogation in favor of Owner Parties on all insurance coverage carried by Contractor, whether required herein or not.
 - c. Contain an endorsement providing for thirty (30) days prior written notice of cancellation to Owner.
 - d. Be provided to the Owner Parties in compliance with the requirements herein and shall contain no endorsements that restrict, limit, or exclude coverage required herein in any manner without the prior express written approval of the Owner.
- iii. Failure of any Owner Party to demand such certificate or other evidence of full compliance with these insurance requirements or failure of any Owner Party to identify a deficiency from evidence that is provided shall not be construed as a waiver of the Contractor's obligation to maintain such insurance.
- iv. Contractor shall provide to the Owner a certified copy of all insurance policies required herein within ten (10) days of any such request. Renewal policies, if necessary, shall be delivered to the Owner prior to the expiration of the previous policy.
- v. Commencement of Work without provision of the required certificate of insurance, evidence of insurance and/or required endorsements, or without compliance with any other provision of this Agreement, shall not constitute a waiver by any Owner Party of any rights. The Owner shall have the right, but not the obligation, of prohibiting the Contractor or any subcontractor from performing any Work until such certificate of insurance, evidence of insurance and/or required endorsements are received and approved by the Owner.

C. Limits, Deductibles and Retentions

- i. The limits of liability may be provided by a single policy of insurance or by a combination of primary and excess policies, but in no event shall the total limits of liability available for any one occurrence or accident be less than the amount required herein.
- ii. No deductible or self-insured retention shall exceed \$25,000 without prior written approval of the Owner, except as otherwise specified herein. All deductibles and/or retentions shall be paid by, assumed by, for the account of, and at the Contractor's sole risk. The Contractor shall not be reimbursed for same

D. Forms

- i. If the forms of policies, endorsements, certificates or evidence of insurance required by this Exhibit are superseded or discontinued, Owner will have the right to require other equivalent forms.
- ii. Any policy or endorsement form other than a form specified in this Exhibit must be approved in advance by Owner.

E. Evidence of Insurance. Insurance must be evidenced as follows:

- i. ACORD Form 25 Certificate of Liability Insurance for liability coverages.
- ii. ACORD Form 28 Evidence of Commercial Property Insurance for property coverages.
- iii. Evidence shall be provided to Owner prior to commencing Work and prior to the expiration of any required coverage.
- iv. ACORD Forms specify:
 - a. Owner as certificate holder at Owner's mailing address;
 - b. Insured's name, which must match that on this Agreement;
 - c. Insurance companies producing each coverage and the policy number and policy date of each coverage;
 - d. Producer of the certificate with correct address and phone number and have the signature of the authorized representative of the producer;
 - e. Additional Insured status in favor of Owner Parties;
 - f. Amount of any deductible or self-insured retention in excess of \$25,000;

- g. Designated Construction Project(s) General Aggregate Limit;
- h. Primary and non-contributory status;
- i. Waivers of subrogation; and
- j. All exclusions and limitations added by endorsement to the General Liability coverage. This can be achieved by attachment of the Schedule of Forms and Endorsements page.
- v. Copies of the following shall also be provided:
 - a. General Liability Additional insured endorsement(s);
 - b. General Liability Schedule of Forms and Endorsements page(s); and
 - c. 30 Day Notice of Cancellation endorsement applicable to all required policies.

F. Contractor Insurance Representations to Owner Parties

- i. It is expressly understood and agreed that the insurance coverages required herein (a) represent Owner Parties' minimum requirements and are not to be construed to void or limit the Contractor's indemnity obligations as contained in this Agreement nor represent in any manner a determination of the insurance coverages the Contractor should or should not maintain for its own protection; and (b) are being, or have been, obtained by the Contractor in support of the Contractor's liability and indemnity obligations under this Agreement. Irrespective of the requirements as to insurance to be carried as provided for herein, the insolvency, bankruptcy or failure of any insurance company carrying insurance of the Contractor, or the failure of any insurance company to pay claims accruing, shall not be held to affect, negate or waive any of the provisions of this Agreement.
- ii. Failure to obtain and maintain the required insurance shall constitute a material breach of, and default under, this Agreement. If the Contractor shall fail to remedy such breach within five (5) business days after notice by the Owner, the Contractor will be liable for any and all costs, liabilities, damages and penalties resulting to the Owner Parties from such breach, unless a written waiver of the specific insurance requirement(s) is provided to the Contractor by the Owner. In the event of any failure by the Contractor to comply with the provisions of this Agreement, the Owner may, without in any way compromising or waiving any right or remedy at law or in equity, on notice to the Contractor, purchase such insurance, at the Contractor's expense, provided that the Owner shall have no obligation to do so and if the Owner shall do so, the Contractor shall not be relieved of or excused from the obligation to obtain and maintain such insurance amounts and coverages.
- iii. This Exhibit is an independent contract provision and shall survive the termination or expiration of the Construction Agreement.

G. Insurance Requirements of Contractor's Subcontractors

- i. Insurance similar to that required of the Contractor shall be provided by all subcontractors (or provided by the Contractor on behalf of subcontractors) to cover operations performed under any subcontract agreement. The Contractor shall be held responsible for any modification in these insurance requirements as they apply to subcontractors. The Contractor shall maintain certificates of insurance from all subcontractors containing provisions similar to those listed herein (modified to recognize that the certificate is from subcontractor) enumerating, among other things, the waivers of subrogation, additional insured status, and primary liability as required herein, and make them available to the Owner upon request.
- ii. The Contractor is fully responsible for loss and damage to its property on the site, including tools and equipment, and shall take necessary precautions to prevent damage to or vandalism, theft, burglary, pilferage and unexplained disappearance of property. Any insurance covering the Contractor's or its subcontractor's property shall be the Contractor's and its subcontractor's sole and complete means or recovery for any such loss. To the extent any loss is not covered by said insurance or subject to any deductible or co-insurance, the Contractor shall not be reimbursed for same. Should the Contractor or its subcontractors choose to self insure this risk, it is expressly agreed that the Contractor hereby waives, and shall cause its subcontractors to waive, any claim for damage or loss to said property in favor of the Owner Parties.

H. Use of the Owners Equipment

The Contractor, its agents, employees, subcontractors or suppliers shall use the Owners equipment only with express written permission of the Owners designated representative and in accordance with the Owners terms and condition for such use.

If the Contractor or any of its agents, employees, subcontractors or suppliers utilize any of the Owners equipment for any purpose, including machinery, tools, scaffolding, hoists, lifts or similar items owned, leased or under the control of the Owner, the Contractor shall defend, indemnify and be liable to the Owner Parties for any and all loss or damage which may arise from such use.

I. Release and Waiver

The Contractor hereby releases, and shall cause its subcontractors to release, the Owner Parties from any and all claims or causes of action whatsoever which the Contractor and/or its subcontractors might otherwise now or hereafter possess resulting in or from or in any way connected with any loss covered by insurance, whether required herein or not, or which should have been covered by insurance required herein, including the deductible and/or uninsured portion thereof, maintained and/or required to be maintained by the Contractor and/or its subcontractors pursuant to this Agreement. **THE FOREGOING RELEASE AND WAIVER APPLY EVEN IF THE LOSS OR DAMAGE IS CAUSED IN WHOLE OR IN PART BY THE FAULT OR NEGLIGENCE OR STRICT LIABILITY OF THE OWNER PARTIES.**

Exhibit 4 – Prevailing Wage Rates



NOTICE OF CLARIFICATION PREVAILING WAGE RATES

2024-0272R Advanced Manufacturing District

Effective December 7, 2021, City Council passed a resolution adopting the City of El Paso Prevailing Wage Rates for "Building," and effective February 28, 2017, City Council passed a resolution adopting the City of El Paso Prevailing Wage Rates for "Highway" and "Heavy" construction in accordance with Chapter 2258.022(a)(1) of the Texas Government Code.

This Contract contains multiple sets of wage rates:

- The City of El Paso Prevailing Wage Rates
- Federal Prevailing Wage Rates

Where there are similar job classifications in both the Federal Wage Rates and the City of El Paso Prevailing Hourly Wage Rates, the higher wage of the two within the relevant construction type shall be paid.

The Building wage determination will apply to all buildings including any construction which connects them.

The Heavy/Highway wage decision will apply beyond the five (5) foot perimeters of the building(s) to the parking lot and access ramps that lead away from the buildings.

*****APPRENTICES MAY BE REQUIRED FOR THIS PROJECT*****



CITY OF EL PASO, TEXAS

2020 Building Wages

| CLASSIFICATION | BASE WAGE | BENEFITS | HOURLY PREVAILING WAGE RATE | (8 HOURS) PER DIEM WAGE RATE |
|----------------------------------------------------------------|--------------|----------|-----------------------------------|---------------------------------------|
| Asbestos/Lead Abatement/Mold Remediation | 31.51 | 12.06 | 43.57 | 348.56 |
| Automatic Fire Sprinkler Fitter, Certified | 30.64 | 21.68 | 52.32 | 418.56 |
| Block, Brick, and Stone Mason | 17.97 | 0.00 | 17.97 | 143.76 |
| Carpenters – Acoustical Ceiling Installation | 17.36 | 0.00 | 17.36 | 138.88 |
| Carpenter – Rough | 17.64 | 0.00 | 17.64 | 141.12 |
| Carpenter – All Other Work | 17.40 | 0.00 | 17.40 | 139.20 |
| Caulker / Sealers | 11.29 | 0.00 | 11.29 | 90.32 |
| Cement and Concrete Finishers | 16.30 | 0.00 | 16.30 | 130.40 |
| Commercial Truck Driver | 14.75 | 0.00 | 14.75 | 118.00 |
| Communication/Security Technician | 16.50 | 2.12 | 18.62 | 148.96 |
| Crane and Heavy Equipment Operator | 31.05 | 0.00 | 31.05 | 248.40 |
| Door & Hardware Specialist | 12.00 | 1.35 | 13.35 | 106.80 |
| Drywall and Ceiling Tile Installers | 14.40 | 0.00 | 14.40 | 115.20 |
| Drywall Finishers & Tapers | 15.55 | 0.00 | 15.55 | 124.40 |
| Electrician | 22.70 | 7.32 | 30.02 | 240.16 |
| Elevator Installers and Repairers | 31.35 | 15.10 | 46.45 | 371.60 |
| Fence Erectors – Include with Skilled Labor | 10.00 | 0.00 | 10.00 | 80.00 |
| Floor Layers- Carpet and Resilient | 12.87 | 0.00 | 12.87 | 102.96 |
| Floor Layers- Specialty | 13.00 | 0.00 | 13.00 | 104.00 |
| Floor Layers - Wood | 11.50 | 0.00 | 11.50 | 92.00 |
| Glaziers | 15.86 | 1.00 | 16.86 | 134.88 |
| Hazardous Materials Removal Workers | 10.00 | 0.00 | 10.00 | 80.00 |
| Heating, Air Conditioning and Refrigeration Service Technician | 31.14 | 12.43 | 43.57 | 348.56 |
| Insulation Workers – Mechanical | 31.26 | 11.96 | 43.22 | 345.76 |
| Irrigator – Landscape, Certified | 15.28 | 0.00 | 15.28 | 122.24 |
| Laborer | 13.13 | 0.58 | 13.71 | 109.68 |
| Locksmith | 12.00 | 1.35 | 13.35 | 106.80 |
| Mechanic | 17.00 | 0.00 | 17.00 | 136.00 |
| Painters - Building | 13.86 | 0.00 | 13.86 | 110.88 |
| Paper Hanger | 14.00 | 0.00 | 14.00 | 112.00 |
| Pipe Layer (Utility) | 18.00 | 0.00 | 18.00 | 144.00 |
| Pipe Fitters and Steamfitters | 23.53 | 9.02 | 32.55 | 260.40 |

| CLASSIFICATION | BASE WAGE | BENEFITS | HOURLY PREVAILING WAGE RATE | (8 HOURS) PER DIEM WAGE RATE |
|---------------------------------------------------------------|----------------------|-----------------|--------------------------------------------|-------------------------------------------------|
| Plaster, Stucco, Lather and EIFS Applicator | 16.82 | 0.00 | 16.82 | 134.56 |
| Plumber/ Medical Gas Installer | 31.39 | 10.77 | 42.16 | 337.28 |
| Reinforcing Iron and Rebar Workers | 22.69 | 0.00 | 22.69 | 181.52 |
| Roofers | 16.00 | 0.00 | 16.00 | 128.00 |
| Scaffolding Erector | 13.69 | 0.00 | 13.69 | 109.52 |
| Sheet Metal Workers | 27.16 | 0.00 | 27.16 | 217.28 |
| Structural Iron and Steel Workers / Metal Building Erector | 25.57 | 13.24 | 38.81 | 310.48 |
| Tile Setters | 13.86 | 0.00 | 13.86 | 110.88 |

2020 BUILDING DEFINITIONS

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| 1 | Asbestos/Lead Abatement/Mold Remediation | Assembles work platform and seals off work area, using plastic sheeting and duct tape. Positions mobile decontamination unit or portable showers at entrance of work area. Positions portable air evacuation and filtration system inside work area. Cuts and scrapes asbestos, mold or paint from surfaces, using knife and scraper. Assists in demolition and deconstruction activities of buildings. Shovels asbestos, mold or paint into plastic disposal bags and seals bags, using duct tape. Cleans work area of loose asbestos, mold or paint, using vacuum, broom, and dust pan. Places asbestos, mold or paint in disposal bags and seals bags, using duct tape, loads bags into truck. Cleans and maintains tools, sampling equipment and lab equipment. Responsible for keeping site and grounds clean and neat. Performs daily equipment checks. Picks up necessary supplies and tools from warehouse as directed. Loads and unloads scrap materials into trucks and roll off boxes. Performs work safely in accordance with departmental safety procedures and operates equipment safely. Reports any unsafe work condition or practice to supervisor. Performs other related and non-related duties as assigned. |
| 2 | Automatic Fire Sprinkler Fitter, Certified | Sprinkler Fitters specialize in piping associated with fire sprinkler systems. These types of systems are required to be installed and maintained in accordance with strict guidelines, usually National Fire Protection Association (NFPA) standards, in order to maintain compliance with building and fire codes. Sprinkler Fitters work with a variety of pipe and materials including: plastic, copper, steel, cast iron, and ductile iron. The fire suppression piping may contain: water, air, antifreeze, fire retardant foam, gas, or chemicals for hood systems. Sprinkler systems installed by Sprinkler Fitters can include but not limited to: underground supply, standpipes, fire pumps as well as overhead piping systems. |
| 3 | Block, Brick, and Stone Mason | Lay and bind building materials, such as: brick, structural tile, concrete block, cinder block, glass block, and terra-cotta block, with mortar and other substances to construct, or repair walls, partitions, arches, sewers, and other structures. Classify installers of mortarless segmental concrete masonry wall units. Constructs partitions, fences, walks, fireplaces, chimneys, smokestacks, et cetera using stone, marble, granite, slate. Cutting, grouting, and pointing of materials listed above which is necessary shall be part of this classification. |
| 4 | Carpenters – Acoustical Ceiling Installation | Construct, erect, install or repair acoustical ceiling grid, ceiling tile, and other items laid in acoustical grid. |
| 5 | Carpenter – Rough | Construct, erect, install, or repair structures and fixtures made of wood, such as concrete forms; building frameworks, including partitions, joists, studding, and rafters; wood stairways, window and door frames. May also install cabinets, and siding. Include brattice builders who build doors or brattices (ventilation walls or partitions) in underground passageways to control the proper circulation of air through the passageways. |

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| 6 | Carpenter – All Other Work | Construct, erect, install or repair cabinets and other fixtures or structures requiring a high level of workmanship. Includes Cabinetmakers and Bench Carpenters – cut, shape, and assemble wooden articles or set up and operate a variety of woodworking machines, such as power saws, jointers, and mortisers to surface, cut or shape lumber or to fabricate parts for wood products. Perform related duties such as trim work. |
| 7 | Caulker/Sealers | Applies waterproofing agents or caulk to a variety of structures and materials. |
| 8 | Cement and Concrete Finishers | Smooth and finish surfaces of poured concrete, such as floors, walks, sidewalks, roads, or curbs using a variety of hand and power tools. Align forms for sidewalks, curbs, or gutters; patch voids; use saws to cut expansion joints. Classify installers of mortarless segmental concrete wall units. |
| 9 | Commercial Truck Driver | Drive a truck, van or tractor-trailer combination to transport and deliver goods, or materials in liquid, loose, or packaged form. May be required to unload truck. |
| 10 | Communication/Security Technician | Set-up, re-arrange, or remove switching and dialing equipment used in central offices. Service or repair telephones and other communication equipment on customers' property. May install equipment in new locations or install wiring and telephone jacks in buildings under construction. Install, program, maintain, and repair security and fire alarm wiring and equipment. Ensure that work is in accordance with relevant codes. Exclude "Electricians" who do a broad range of electrical wiring. |
| 11 | Crane and Heavy Equipment Operator | A worker who operates a crane or other types of heavy equipment to hoist and move materials, raise and lower heavy weights and perform other related operations. May be crawler type or rubber-tired. May oil, grease or otherwise service and make necessary adjustments to equipment as needed. Perform other related duties. |
| 12 | Door and Hardware Specialist | Installs or repairs doors, hardware and accessories. Are responsible for the installation of contract commercial hardware and custom architectural grade wood doors, steel doors and frames for all Prevailing Wage jobs. Shall be trained by their employer's, employer's apprenticeship, or in factory training classes in the proper methods and techniques and requirements for the installation of Architectural Grade commercial wood and metal doors, frames and hardware in conformance with all local, state, and federal code. |
| 13 | Drywall and Ceiling Tile Installers | Apply plasterboard, or other wallboard to ceilings, or interior walls of buildings. Apply or mount acoustical tiles or blocks, strips, or sheets of sound-absorbing materials to ceilings and walls of buildings to reduce or reflect sound. Materials may be of decorative quality. Includes metal stud framing. Exclude "Carpet Installers", "Carpenters – Acoustical Ceiling Installation", and "Tile and Marble Setters". |
| 14 | Drywall Finishers and Tapers | Seal joints between plasterboard or other wallboard, including bedding and texturing, to prepare wall surface for painting or papering. |

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| 15 | Electrician | Plan and execute the layout and installation of electrical conduit, switch panels, buss bars, outlet boxes, electrical wires and cables, lighting standards, lighting fixtures, receptacles, switches, and other electrical devices and apparatus necessary for the complete electrical installation. To include the installation of cabling, wire, conduits and end devices for Temperature Control, Building Automation, and Energy Management Systems, et cetera. Includes installation of photovoltaic solar panels. |
| 16 | Elevator Installers and Repairers | Assemble, install, repair, or maintain electric or hydraulic freight or passenger conveyances including but not limited to elevators, escalators, dumbwaiters, moving walks and wheelchair lifts. |
| 17 | Fence Erectors - Include with Skilled Labor | Erect and repair metal and wooden fences and fence gates around highways, industrial establishments, residences, or farms, using hand and power tools. Excludes rock and stone fences. |
| 18 | Floor Layers – Carpet and Resilient | Apply blocks, strips, or sheets of shock-absorbing, sound-deadening, or decorative coverings to floors. Lay and install carpet from rolls, tiles or blocks on floors. Install padding and trim flooring materials. Installs variety of soft floor materials including vinyl and VCT. Exclude wood floors and specialty floors. |
| 19 | Floor Layers - Specialty | Prepares surface, installs and finishes specialty floor material such as manufactured or engineered and laminated wood. |
| 20 | Floor Layers - Wood | Install, scrape and sand wooden floors to smooth surfaces using floor scraper and floor sanding machine, and apply coats of finish to include gymnasium and bowling alleys. |
| 21 | Glaziers | Installs glass in windows skylights, store fronts and display cases, or on surfaces such as: building fronts, interior walls, ceilings and table tops. The installation, setting, cutting, preparing, fabricating, distributing, handling or removal of the following: glass and glass substitutes used in place of glass, pre-glazed windows, retrofit window systems, mirrors, curtain wall systems, window wall systems, cable net systems, canopy systems, structural glazing systems, unitized systems, interior glazing systems, photovoltaic panels and systems, suspended glazing systems, louvers, skylights, entranceway systems including doors and hardware, revolving and automatic door systems, patio doors, store front systems including the installation of all metals, column covers, panels and panel systems, glass hand rail systems, decorative metals as part of the glazing system, and the sealing of all architectural metal and glass systems for weatherproofing and structural reasons, vinyl, molding, rubber, lead, sealants, silicone and all types of mastics in wood, iron, aluminum, sheet metal or vinyl sash, doors, frames, stone wall cases, show cases, book cases, sideboards, partitions and fixtures. Performs other related duties. |

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| 22 | Hazardous Materials Removal Workers | Identify, remove, pack, transport, or dispose of hazardous materials, including asbestos, lead-based paint, waste oil, fuel, transmission fluid, radioactive materials, contaminated soil, mold, et cetera. Specialized training and certification in hazardous materials handling or a confined entry permit are generally required. May operate earth-moving equipment or trucks. |
| 23 | Heating, Air Conditioning and Refrigeration Service Technician | Repair and service heating, central air conditioning, or refrigeration systems, including oil burners, hot-air furnaces, heating stoves, and air handlers. (Installation of systems is performed by sheet metal worker). Includes HVAC mechanic. |
| 24 | Insulation Workers – Mechanical | This work includes the preparation, alteration, application, removal, hauling, erection, assembling, molding, spraying, pouring, mixing, hanging, adjusting, repairing, dismantling, reconditioning, maintenance, finishing, and/or weatherproofing of cold or hot thermal insulations with such materials as may be specified when those materials are to be installed for thermal purposes in voids, or to create voids, or on either piping, fittings, valves, boilers, ducts, flues, tanks, vats and equipment, or on any hot or cold surfaces for the purpose of thermal control or to be installed for sound control purposes mechanical devices, equipment, piping, surfaces related in an integral way to the insulation of such mechanical devices, equipment and piping. This work also includes all labor connected with insulation for; temperature control, personnel protection, safety and/or prevention of condensation. This work also includes all labor connected with hauling, distribution and cleanup of materials on the job premises. All thermal tape, pads, metered fittings (insulation, metal or plastic), batts and lags. |
| 25 | Irrigator- Landscape, Certified | Certified by TCEQ to install watering systems in various sizes and grades of lawn in order to maintain sufficient pressure and to insure even dispersal of water. |
| 26 | Laborer | Performs manual duties in all phases of construction. Demolition (interior and exterior), Flagging and Traffic Control, General Clean-Up, Air and Power Tool Operators (Including chipping guns, jackhammers and tampers), all material handling and clean-up, except refractory, chute/hose operator, raking, shoveling and vibrating, raking, shoveling, luting, ironing, dumping and spreading, trenching, material handling, back filling (*Equipment Operators Incidental to Laborers' scope of work). Landscape or maintain grounds of property using equipment as needed. Workers typically perform a variety of tasks, which may include any combination of the following: sod laying, mowing, trimming, planting, watering, fertilizing, digging, raking, sprinkler repair, and installation of mortarless segmental concrete masonry wall units. Does not ordinarily perform work permitting exercise of independent judgment or without close direction by other workers. |
| 27 | Locksmith | Self-explanatory. |

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| 28 | Mechanic | Maintains and repairs construction tools and equipment. |
| 29 | Painters - Building | Paint walls, equipment, buildings, bridges, and other structural surfaces, using brushes, rollers, and spray guns. May remove old paint to prepare surface prior to painting. May mix colors or oils to obtain desired color or consistency. Exclude "Paperhangers." |
| 30 | Paper Hanger | Measures, cuts, and hangs wallpaper and Fiber Reinforced Paneling. |
| 31 | Pipe Layer (Utility) | Installs concrete, clay, steel, ductile iron, plastic, corrugated pipe and any other type of pipe for storm drainage, water lines, gas lines and sanitary sewer lines. Lays underground communication and electrical ducts. May install and set electrical ground boxes, hand holes, manholes, inlets and other structures. Caulks joints, makes threaded and flanged connections. Installs valves and other accessories. Performs other related duties. |
| 32 | Pipe Fitters and Steamfitters | Assemble, install, alter, and repair pipelines or pipe systems that carry water, steam, air, or other liquids or gases. May install heating and cooling equipment and mechanical control systems. Includes pressurized lines and flow lines for gas, air, and oil found in industrial settings. |
| 33 | Plaster, Stucco, Lather, and EIFS Applicator | Apply interior or exterior plaster, stucco, or similar materials. May also set ornamental plaster. Applies acoustical plaster, interior and exterior plastering of stone imitation or any patented materials when cast. Molds and sets ornamental plaster and trim and runs ornamental plaster cornice and molding. |
| 34 | Plumbers/ Medical Gas Installer | Assemble, install, alter, and repair pipelines or pipe systems that carry water, steam, air, or other liquids or gases. May install heating and cooling equipment and mechanical control systems. Assemble, install, alter, and repair pipelines or pipe systems that carry medical gases or liquids. Specialized training and certification required. |
| 35 | Reinforcing Iron and Rebar Workers | Position and secure steel bars or mesh in concrete forms in order to reinforce concrete. Includes post-tensioning. Use a variety of fasteners, rod-bending machines, blowtorches, and hand tools. |
| 36 | Roofers | Cover roofs of structures with shingles, tile, slate, asphalt, aluminum, wood, metal and related materials. May spray roofs, sidings, and walls with material to bind or seal sections of structures. Includes metal and membrane roofs. |

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|----|-----------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 37 | Sheet Metal Workers | Fabricate, assemble, install, and repair sheet metal products and equipment, such as ducts, seal the system, pressure test and test and balance, control boxes, drain pipes, architectural sheet metal, hangers, brackets, used in the installation of sheet metal, and installs grills, registers, and furnace casings. Work may involve any of the following: setting-up and operating fabricating machines to cut, bend, and straighten sheet metal, operating soldering equipment to join sheet metal parts; inspecting, assembling, and smoothing seams and joints of burred surfaces, including metal flashings, gutters, canopies, soffit's, louvers, skylights and custom metal roofs. Installs warm air furnaces except where necessary piping for gas, or oil is performed under the plumbing and pipefitting classification. Include sheet metal duct installers who install prefabricated sheet metal ducts used for heating, air conditioning, or other purposes. Fire life safety, damper inspection, stairwell pressurization. May install other heating and cooling devices which are in connection with duct systems. |
| 38 | Structural Iron and Steel Workers/Metal Building Erector | Rigging, raise, place, and unite iron or steel, prefabricated metal buildings precast concrete, precast "tilt-up" panels, concrete and steel bridge members, concrete decking, ornamental iron, hand rails, stairs, curtain wall/glass framework, girders, columns, beams, and other structural members to form completed structures or structural frameworks using hand tools, power tools, and hoisting equipment. Erects frame of building, using hoist. Bolts steel frame members together. Attaches wire and insulating materials to framework. Attaches sheet metal panels to framework including standing seam sheets. Installs and trims sheet metal on prefabricated metal buildings, using cutting torch, power saw, and tin snips. Rigging of heavy equipment, assembly and disassembly of cranes. May erect metal storage tanks. Exclude "Reinforcing Iron and Rebar Workers". |
| 39 | Tile Setters | Apply hard tile, terrazzo tile and veneer to walls, floors, and ceilings. Include surface preparation as necessary. |
| 40 | Scaffolding Erector | Erection of a temporary elevated platform (both supported and suspended) and its supporting structure (including points of anchorage) to be used for supporting employees or material or both. |

- **Welder** - Receives rate prescribed for craft performing operation to which welding is incidental.
- **Fork Lift and Man Lift (boom and scissor)** - Receives rate prescribed for craft performing operation to which operation of this equipment is incidental.



CITY OF EL PASO, TEXAS

2016 Paving and Street Construction, Dirt Work, Heavy Construction, Pipeline Work, Highway Wage Rates

| CLASSIFICATION | BASE WAGE PER HOUR | TOTAL FRINGES PER HOUR | HOURLY PREVAILING WAGE RATE | (8 HOURS) PER DIEM WAGE RATE |
|-----------------------------------------------------------------------------|-----------------------------|---------------------------------|-----------------------------------|---------------------------------------|
| Asphalt Distributor Operator | 14.64 | 0.00 | 14.64 | 117.12 |
| Asphalt Paving Machine Operator / Spreader Box Operator | 14.20 | 0.00 | 14.20 | 113.60 |
| Asphalt Raker | 12.99 | 0.00 | 12.99 | 103.92 |
| Backhoe Operator | 15.95 | 0.00 | 15.95 | 127.60 |
| Concrete Finishers (Paving and Structures) | 13.88 | 0.00 | 13.88 | 111.04 |
| Crane Operator, Lattice Boom | 17.50 | 0.00 | 17.50 | 140.00 |
| Crane Operator, Hydraulic | 17.50 | 0.00 | 17.50 | 140.00 |
| Electrician | 23.09 | 0.00 | 23.09 | 184.72 |
| Excavator Operator | 16.10 | 0.00 | 16.10 | 128.80 |
| Form Builder/Setter | 15.02 | 0.00 | 15.02 | 120.16 |
| Form Setter (Paving and Curb) | 12.86 | 0.00 | 12.86 | 102.88 |
| Front End Loader | 14.82 | 0.00 | 14.82 | 118.56 |
| Laborer | 11.89 | 0.00 | 11.89 | 95.12 |
| Laborer (Skilled)(Utility) | 13.65 | 0.00 | 13.65 | 109.20 |
| Mechanic | 17.50 | 0.00 | 17.50 | 140.00 |
| Motor Grader Operator (Fine) | 17.54 | 0.00 | 17.54 | 140.32 |
| Pipe Layer | 12.94 | 0.00 | 12.94 | 103.52 |
| Reinforcing Steel Setter (Structure and Paving)/ Structural Steel Worker | 17.00 | 0.00 | 17.00 | 136.00 |
| Rock Mason | 12.00 | 0.00 | 12.00 | 96.00 |
| Roller Operator | 13.70 | 0.00 | 13.70 | 109.60 |
| Servicer | 14.33 | 0.00 | 14.33 | 114.64 |
| Truck Driver, Single Axle | 13.19 | 0.00 | 13.19 | 105.52 |
| Truck Driver, Tandem Axle | 15.32 | 0.02 | 15.34 | 122.72 |
| Utility Operator Grade 1 | 12.00 | 0.00 | 12.00 | 96.00 |
| Utility Operator Grade 2 | 13.95 | 0.00 | 13.95 | 111.60 |
| Welder, Certified/ Structural Steel Welder | 13.83 | 0.00 | 13.83 | 110.64 |

All persons required to be licensed or certified must meet those qualifications to be paid the associated rate.

2016 HEAVY / HIGHWAY DEFINITIONS

| | | |
|---|-------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 1 | Asphalt Distributor Operator | Drives distributor truck, sets spray bars and operates valves and levers to control distribution of bituminous material for highway surfacing. May oil, grease or otherwise service and make adjustments to equipment as needed. Performs other related duties. |
| 2 | Asphalt Paving Machine Operator/Spreader Box Operator | Operates paving machine that spreads and levels asphaltic concrete on highway. Controls movement of machine, raises and lowers screed, regulates width of screed. Operates spreader box by adjusting hopper and strike-off blade so that gravel, stone or other material may be spread to a specific depth on road surface during seal coat and surface treatment operations. May oil, grease, service and make adjustments to equipment as needed. Performs other related duties. |
| 3 | Asphalt Raker | Distributes asphaltic materials evenly over road surface by hand-raking and brushing material to correct thickness; may control screed to regulate width and depth of materials; directs Laborers (skilled and unskilled) when to add or take away material to fill low spots or to reduce high spots. |
| 4 | Backhoe Operator | Operates a rubber-tired machine mounted with a backhoe bucket on one end and a loader bucket on the other end. Used for excavating ditches and structures, laying pipe and precast concrete structures, carrying material in the loader bucket, and general excavation and backfill. May also be equipped with hydraulic attachments. May oil, grease or otherwise service and make necessary adjustments to equipment as needed. Performs other related duties. |
| 5 | Concrete Finisher (Paving and Structures) | Finishes the exposed surfaces of fresh concrete paving, median barrier and every element of concrete structures. Operates bridge deck finishing machine. Forms and finishes edges and joints. Finishes concrete curbs and gutters. Finishes exposed surface of concrete after forms have been removed by patching imperfections with fresh concrete, rubbing surface with abrasive stone, and directing others in removing excess or defective concrete with power tools. Performs other related duties. |
| 6 | Crane Operator, Lattice Boom | A worker who operates a lattice boom type crane to hoist and move materials, raise and lower heavy weights and perform other related operations. May be crawler type or rubber tired. May include placement of rock riprap, clamshell, dragline, pipe and pile driving operations. May oil, grease or otherwise service and make necessary adjustments to equipment as needed. Performs other related duties. |

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| 7 | Crane Operator, Hydraulic | A worker who operates a hydraulic telescoping boom type crane to hoist and move materials, raise and lower heavy weights and perform other related operations. May be crawler type or rubber-tired. May oil, grease or otherwise service and make necessary adjustments to equipment as needed. Performs other related duties. |
| 8 | Electrician | Plan and execute the layout and installation of electrical conduit, switch panels, buss bars, outlet boxes, electrical wires and cables, lighting standards, lighting fixtures, receptacles, switches, and other electrical devices and apparatus necessary for the complete installation of wiring systems, works on overhead distribution systems and underground distribution systems. Includes installation of photovoltaic solar panels. |
| 9 | Excavator Operator | Operates a crawler or rubber-tired machine mounted with an excavator bucket. Used for excavating ditches and structures, laying pipe and precast concrete structures, loading trucks and placing rock riprap. May also be equipped with various hydraulic attachments. May oil, grease or otherwise service and make necessary adjustments to equipment as needed. Performs other related duties. |
| 10 | Form Builder/Setter | Works from plans to build, assemble, fit together, align, plumb, and set in place forms for molding concrete structures. Forms may be wood, steel, aluminum, fiberglass or any other type of material. Checks forms while concrete is being placed. May install miscellaneous materials integral to concrete structures. May set precast concrete elements. Prepares for slipforming traffic rail and median barrier. May install permanent metal deck forms. May work with power tools. Performs other related duties. Includes guardrail installation. |
| 11 | Form Setter (Paving and Curb) | Fits together, aligns and sets to grade metal and wooden forms for placement for concrete paving and curbs. Works with survey crew to set stringline for paving, curb and gutter and curb. Performs other related duties. |
| 12 | Front End Loader | Operates a rubber-tired, skid steer or crawler type tractor with an attached scoop type bucket on front end. Machine is used to load materials from stockpiles, excavation, charging batch plants, loading and unloading trucks. May be used with attachments in lieu of the bucket. May oil, grease or otherwise service and make necessary adjustments to equipment as needed. Performs other related duties. |
| 13 | Laborer | A general term used on construction work covering many unskilled classifications requiring work of a physical nature. Performs a variety of work ranging from pick and shovel work to cleaning up lumber with hammer, shoveling and placing concrete, uses air tools, under the supervision of qualified personnel. Cleans concrete joints and fills joints with sealing compound from bucket or with hose and nozzle from a central source, applies coating of oil to inside face of forms and strip forms, unloads and transports reinforcing steel, cures newly poured concrete, assists pipelayers, works with dirt crew keeping construction layout stakes out of the way of dirt-moving equipment. May fine grade excavation and ditches, shovels hot asphalt material. May use power tools and other necessary equipment in demolition work under the supervision |

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| | | of qualified personnel. Does not ordinarily perform work permitting exercise of independent judgment or without close direction by other workers. Installs and maintains erosion control. Performs other related duties. |
| 14 | Laborer (Skilled) (Utility) | Performs a variety of manual duties, usually working in a utility capacity by working on multiple projects and tasks where demands require workmen with varied experience and ability to work without close direction. Unloads and transports reinforcing steel. Directs laborers in pouring concrete. Erects trench shoring and bracing. Installs, operates, and maintains watering systems. May assist equipment operators in positioning machines, verifying grades and signaling operators to dumping positions to maintain grades as directed. Uses power tools and air tools. May work as lead man in a labor crew. Is more or less a general utility construction worker. May be a second step in learning a skill. Includes Concrete/Granite Pump Operator, Concrete Saw Operator, Fence Erector, Flagger, and Sign Erector. Performs other related duties. |
| 15 | Mechanic | Assembles, assist set up, adjusts and maintains and repairs all types of construction equipment and trucks. May perform the duties of a welder in repair of equipment. Performs other related duties. |
| 16 | Motor Grader Operator (Fine) | Operates motor grader. Performs many of the same duties of Motor Grader, Rough, but in addition performs finish grade work to bluetops or other close specification control. This work is subject to strict inspection and must conform closely to specifications. May oil, grease or otherwise service and make necessary adjustments to equipment as needed. Performs other related duties. |
| 17 | Pipe Layer | Installs concrete, clay, steel, ductile iron, plastic, corrugated pipe and any other type of pipe for storm drainage, water lines, gas lines and sanitary sewer lines. Lays underground communication and electrical ducts. May install and set electrical ground boxes, hand holes, manholes, inlets and other structures. Caulks joints, makes threaded and flanged connections. Installs valves and other accessories. Performs other related duties. |
| 18 | Reinforcing Steel Setter (Structure and Paving)/ Structural Steel Worker | Works from plans to lay out and install reinforcing steel within forms or in mats of concrete paving. Erects and places reinforcing steel and fabricated structural steel members, such as girders, plates, diaphragms, lateral bracing, and unites them permanently to form a completed structural steel unit, including reinforcing members. Fastens steel members together by welding or bolting. May include dismantling and erecting large units of equipment. Gives direction to reinforcing steel worker apprentice or utility laborers. Performs other related duties. |
| 19 | Rock Mason | Constructs partitions, fences, walls, using rock. Cutting, grouting and pointing of materials listed above which is necessary shall be part of this classification. May also build or repair rock retaining walls, cutting or placing of rock in mortar or other similar material. |

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| 20 | Roller Operator | Operates a self-propelled machine with either steel wheels or pneumatic tires which is used to compact and smooth bituminous and flexible base materials and compact earth fills, subgrade, and all other types of materials. May oil, grease or otherwise service and make necessary adjustments to equipment as needed. Performs other related duties. |
| 21 | Servicer | Drives a truck which carries various fuels, oils, greases and filters. Must have knowledge of and is responsible for the correct oiling and greasing and changing of filters on equipment according to manufacturers' specifications. Uses compressed air grease guns, wrenches and other tools. May make adjustments to clutches, brakes and other mechanical items. Keeps record of service for preventive maintenance records. May require a Commercial Driver's License if driving truck on public highways. Performs other related duties. |
| 22 | Truck Driver, Single Axle | Drives a light capacity truck for transporting loads of construction material. The truck is of single rear axle type, may have various kinds of beds attached such as dump, flat bed, tank, etc. May require CDL license for driving on highway. May service and make necessary adjustments for proper operation of equipment. Performs other related duties. |
| 23 | Truck Driver, Tandem Axle | Drives a tandem axle powered vehicle. Hauls dirt, rock, aggregates or other material. May require CDL license for driving on highway. May service and make necessary adjustments for proper operation of equipment. Performs other related duties. |
| 24 | Utility Operator Grade 1 | Clam, ditching machine, side booms (except those in Grade 2), operator on dredges, cleaning machine, coating machine, blending machine, water-kote machine, equipment welder, track tractor, derrick, dragline, shovel, motor grader rough grade, Crawler tractor, foundation drill operator, crawler and truck mounted, and piledriver. |
| 25 | Utility Operator Grade 2 | Pipe, gin truck or winch truck with poles when used for hoisting, side boom (cradling rock drill), tow tractor, farm tractor road boring machine, fork lift (industrial type), pot fireman (power agitated), straightening machine, boring machine, bombardier (track or tow rig), , hydrostatic testing operator, scraper, stalking machine, plant mix pavement roller operator, plant mix pavement, pneumatic motor operator. Concrete paving curing, float, texturing machine, subgrade trimmer, slip-form machine, milling machine, self-propelled sweeping machine, trenching machine, directional drill, trenching, screening plant, and joint sealer. Off Road Hauler, Pavement Marking Machine Operator Reclaimer/Pulverizer Operator, Slurry Seal or MicroSurfacing Machine Operator. |

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|----|--------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 26 | Welder, Certified/ Structural Steel Welder | Certified by the American Welding Society to perform structural steel welding. Operates welding equipment. Welds structural steel girders and diaphragms. May weld permanent metal deck forms. Cuts, lays-out, fits and welds metals or alloyed metal parts to fabricate or repair equipment. Welds the joints between lengths of pipe for oil, gas or other types of pipelines. May assist in welding of permanent metal deck forms. Performs other related duties. |
|----|--------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|

"General Decision Number: TX20250245 01/03/2025

Superseded General Decision Number: TX20240245

State: Texas

Construction Type: Building

County: El Paso County in Texas.

BUILDING CONSTRUCTION PROJECTS (does not include single family homes or apartments up to and including 4 stories).

Note: Contracts subject to the Davis-Bacon Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658.

Please note that these Executive Orders apply to covered contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but do not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(1).

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|------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| If the contract is entered into on or after January 30 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022: | <ul style="list-style-type: none">• Executive Order 14026 generally applies to the contract.• The contractor must pay all covered workers at least \$17.75 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2025. |
| If the contract was awarded on or between January 1, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022: | <ul style="list-style-type: none">• Executive Order 13658 generally applies to the contract.• The contractor must pay all covered workers at least \$13.30 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on that contract in 2025. |

The applicable Executive Order minimum wage rate will be adjusted annually. If this contract is covered by one of the Executive Orders and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must still submit a conformance request.

Additional information on contractor requirements and worker protections under the Executive Orders is available at <http://www.dol.gov/whd/govcontracts>.

Modification Number Publication Date
0 01/03/2025

BOIL0074-003 07/01/2023

| | Rates | Fringes |
|------------------|----------|---------|
| BOILERMAKER..... | \$ 37.00 | 24.64 |

ELEC0583-001 01/01/2024

| | Rates | Fringes |
|-----------------------------------------------------------------------------------------------------|----------|------------|
| ELECTRICIAN (Excludes Low Voltage Wiring and Installation of Alarms/HVAC Temperature Controls)..... | \$ 25.50 | 5.25%+7.92 |

ENGI0178-005 06/01/2020

| | Rates | Fringes |
|-----------------------------------------------------------------------------------------------|----------|---------|
| POWER EQUIPMENT OPERATOR | | |
| (1) Tower Crane..... | \$ 32.85 | 13.10 |
| (2) Cranes with Pile Driving or Caisson Attachment and Hydraulic Crane 60 tons and above..... | \$ 28.75 | 10.60 |
| (3) Hydraulic cranes 59 Tons and under..... | \$ 32.35 | 13.10 |

IRON0084-011 06/01/2024

| | Rates | Fringes |
|-----------------------------|----------|---------|
| IRONWORKER, ORNAMENTAL..... | \$ 28.26 | 8.13 |

PLUM0412-001 01/02/2024

| | Rates | Fringes |
|-------------------------------------------------|----------|---------|
| PLUMBER (Including HVAC Pipe Installation)..... | \$ 40.74 | 15.35 |

SFTX0669-002 04/01/2024

| | Rates | Fringes |
|-----------------------------------------|----------|---------|
| SPRINKLER FITTER (Fire Sprinklers)..... | \$ 36.15 | 23.88 |

SUTX2014-021 07/21/2014

| | Rates | Fringes |
|-----------------------------------------------------------------------------------------------------------|-------------|---------|
| BRICKLAYER..... | \$ 16.17 ** | 0.00 |
| CARPENTER (Drywall Finishing/Taping Only)..... | \$ 12.81 ** | 0.00 |
| CARPENTER, Excludes Drywall Finishing/Taping, Drywall Hanging, Form Work and Metal Stud Installation..... | \$ 13.51 ** | 3.29 |

| | | |
|-------------------------------------------------------------------------------|-------------|------|
| CEMENT MASON/CONCRETE FINISHER... | \$ 13.02 ** | 0.00 |
| DRYWALL HANGER AND METAL STUD INSTALLER..... | \$ 12.81 ** | 0.00 |
| ELECTRICIAN (Alarm Installation Only)..... | \$ 15.38 ** | 2.92 |
| ELECTRICIAN (HVAC/Temperature Controls Installation Only)..... | \$ 19.09 | 6.45 |
| ELECTRICIAN (Low Voltage Wiring Only)..... | \$ 15.38 ** | 2.92 |
| FENCE ERECTOR..... | \$ 9.93 ** | 1.83 |
| FLOOR LAYER: Carpet..... | \$ 12.81 ** | 0.00 |
| FLOOR LAYER: Vinyl Flooring..... | \$ 12.87 ** | 0.00 |
| FORM WORKER..... | \$ 12.57 ** | 1.03 |
| GLAZIER..... | \$ 15.86 ** | 1.00 |
| INSULATOR - MECHANICAL (Duct, Pipe & Mechanical System Insulation)..... | \$ 16.91 ** | 0.00 |
| IRONWORKER, REINFORCING..... | \$ 15.60 ** | 0.00 |
| IRONWORKER, STRUCTURAL..... | \$ 15.37 ** | 4.34 |
| LABORER: Common or General..... | \$ 9.30 ** | 0.00 |
| LABORER: Driller..... | \$ 14.12 ** | 1.01 |
| LABORER: Mason Tender - Brick... | \$ 12.50 ** | 2.30 |
| LABORER: Mason Tender - Cement/Concrete..... | \$ 10.82 ** | 0.96 |
| LABORER: Pipelayer..... | \$ 11.00 ** | 3.47 |
| LABORER: Roof Tearoff..... | \$ 10.06 ** | 0.00 |
| LABORER: Landscape and Irrigation..... | \$ 10.00 ** | 0.00 |
| OPERATOR: Backhoe/Excavator/Trackhoe..... | \$ 14.43 ** | 0.74 |
| OPERATOR: Bobcat/Skid Steer/Skid Loader..... | \$ 13.93 ** | 0.00 |

| | | |
|-------------------------------------------------------------|-------------|------|
| OPERATOR: Bulldozer..... | \$ 18.29 | 1.31 |
| OPERATOR: Drill..... | \$ 16.22 ** | 0.34 |
| OPERATOR: Forklift..... | \$ 14.83 ** | 0.00 |
| OPERATOR: Grader/Blade..... | \$ 19.50 | 1.05 |
| OPERATOR: Loader..... | \$ 12.87 ** | 0.70 |
| OPERATOR: Mechanic..... | \$ 17.00 ** | 0.00 |
| OPERATOR: Paver (Asphalt, Aggregate, and Concrete)..... | \$ 16.03 ** | 0.00 |
| OPERATOR: Roller..... | \$ 12.70 ** | 0.00 |
| PAINTER (Brush, Roller, and Spray)..... | \$ 12.50 ** | 0.00 |
| PIPEFITTER, Excludes HVAC Pipe Installation..... | \$ 18.15 | 0.98 |
| ROOFER..... | \$ 11.42 ** | 0.00 |
| SHEET METAL WORKER (HVAC Duct Installation Only)..... | \$ 23.56 | 3.60 |
| SHEET METAL WORKER, Excludes HVAC Duct Installation..... | \$ 21.13 | 6.53 |
| TILE FINISHER..... | \$ 11.22 ** | 0.00 |
| TILE SETTER..... | \$ 12.02 ** | 0.00 |
| TRUCK DRIVER: Dump Truck..... | \$ 12.39 ** | 1.18 |
| TRUCK DRIVER: Flatbed Truck..... | \$ 19.65 | 8.57 |
| TRUCK DRIVER: Semi-Trailer Truck..... | \$ 12.50 ** | 0.00 |
| TRUCK DRIVER: Water Truck..... | \$ 12.00 ** | 4.11 |

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

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** Workers in this classification may be entitled to a higher minimum wage under Executive Order 14026 (\$17.75) or 13658 (\$13.30). Please see the Note at the top of the wage determination for more information. Please also note

that the minimum wage requirements of Executive Order 14026 are not currently being enforced as to any contract or subcontract to which the states of Texas, Louisiana, or Mississippi, including their agencies, are a party.

Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at <https://www.dol.gov/agencies/whd/government-contracts>.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (iii)).

The body of each wage determination lists the classifications and wage rates that have been found to be prevailing for the type(s) of construction and geographic area covered by the wage determination. The classifications are listed in alphabetical order under rate identifiers indicating whether the particular rate is a union rate (current union negotiated rate), a survey rate, a weighted union average rate, a state adopted rate, or a supplemental classification rate.

Union Rate Identifiers

A four-letter identifier beginning with characters other than ""SU"", ""UAVG"", ?SA?, or ?SC? denotes that a union rate was prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2024. PLUM is an identifier of the union whose collectively bargained rate prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. The date, 07/01/2024 in the example, is the effective date of the most current negotiated rate.

Union prevailing wage rates are updated to reflect all changes over time that are reported to WHD in the rates in the collective bargaining agreement (CBA) governing the classification.

Union Average Rate Identifiers

The UAVG identifier indicates that no single rate prevailed for those classifications, but that 100% of the data reported for the classifications reflected union rates. EXAMPLE: UAVG-OH-0010 01/01/2024. UAVG indicates that the rate is a weighted union average rate. OH indicates the State of Ohio. The next number, 0010 in the example, is an internal number used in producing the wage determination. The date, 01/01/2024 in the example, indicates the date the wage determination was updated to reflect the most current union average rate.

A UAVG rate will be updated once a year, usually in January, to reflect a weighted average of the current rates in the collective bargaining agreements on which the rate is based.

Survey Rate Identifiers

The ""SU"" identifier indicates that either a single non-union rate prevailed (as defined in 29 CFR 1.2) for this classification in the survey or that the rate was derived by computing a weighted average rate based on all the rates

reported in the survey for that classification. As a weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SUFL2022-007 6/27/2024. SU indicates the rate is a single non-union prevailing rate or a weighted average of survey data for that classification. FL indicates the State of Florida. 2022 is the year of the survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. The date, 6/27/2024 in the example, indicates the survey completion date for the classifications and rates under that identifier.

?SU? wage rates typically remain in effect until a new survey is conducted. However, the Wage and Hour Division (WHD) has the discretion to update such rates under 29 CFR 1.6(c)(1).

State Adopted Rate Identifiers

The ""SA"" identifier indicates that the classifications and prevailing wage rates set by a state (or local) government were adopted under 29 C.F.R 1.3(g)-(h). Example: SAME2023-007 01/03/2024. SA reflects that the rates are state adopted. ME refers to the State of Maine. 2023 is the year during which the state completed the survey on which the listed classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. The date, 01/03/2024 in the example, reflects the date on which the classifications and rates under the ?SA? identifier took effect under state law in the state from which the rates were adopted.

WAGE DETERMINATION APPEALS PROCESS

1) Has there been an initial decision in the matter? This can be:

- a) a survey underlying a wage determination
- b) an existing published wage determination
- c) an initial WHD letter setting forth a position on a wage determination matter
- d) an initial conformance (additional classification and rate) determination

On survey related matters, initial contact, including requests for summaries of surveys, should be directed to the WHD Branch of Wage Surveys. Requests can be submitted via email to davisbaconinfo@dol.gov or by mail to:

Branch of Wage Surveys
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

Regarding any other wage determination matter such as conformance decisions, requests for initial decisions should be directed to the WHD Branch of Construction Wage Determinations. Requests can be submitted via email to BCWD-Office@dol.gov or by mail to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2) If an initial decision has been issued, then any interested party (those affected by the action) that disagrees with the decision can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8

and 29 CFR Part 7). Requests for review and reconsideration can be submitted via email to dba.reconsideration@dol.gov or by mail to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210.

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END OF GENERAL DECISION"

"General Decision Number: TX20250024 01/03/2025

Superseded General Decision Number: TX20240024

State: Texas

Construction Type: Highway

County: El Paso County in Texas.

HIGHWAY CONSTRUCTION PROJECTS (excluding tunnels, building structures in rest area projects & railroad construction; bascule, suspension & spandrel arch bridges designed for commercial navigation, bridges involving marine construction; and other major bridges).

Note: Contracts subject to the Davis-Bacon Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658. Please note that these Executive Orders apply to covered contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but do not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(1).

| | |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| If the contract is entered into on or after January 30 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022: | <ul style="list-style-type: none">• Executive Order 14026 generally applies to the contract.• The contractor must pay all covered workers at least \$17.75 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2025. |
| If the contract was awarded on or between January 1, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022: | <ul style="list-style-type: none">• Executive Order 13658 generally applies to the contract.• The contractor must pay all covered workers at least \$13.30 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on that contract in 2025. |

The applicable Executive Order minimum wage rate will be adjusted annually. If this contract is covered by one of the Executive Orders and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must still submit a conformance request.

Additional information on contractor requirements and worker protections under the Executive Orders is available at <http://www.dol.gov/whd/govcontracts>.

Modification Number Publication Date
0 01/03/2025

SUTX2011-005 08/02/2011

Rates Fringes

CEMENT MASON/CONCRETE
FINISHER (Paving and
Structures).....\$ 12.44 **

ELECTRICIAN.....\$ 20.27

FORM BUILDER/FORM SETTER
(Structures).....\$ 12.26 **

LABORER

Asphalt Raker.....\$ 11.44 **
Laborer, Common.....\$ 10.58 **
Laborer, Utility.....\$ 11.33 **
Pipelayer.....\$ 11.37 **

POWER EQUIPMENT OPERATOR:

Asphalt Distributor.....\$ 13.28 **
Asphalt Paving Machine.....\$ 13.26 **
Excavator, 50,000 lbs or
less.....\$ 13.49 **
Front End Loader Over 3CY..\$ 13.57 **
Front End Loader 3CY or
less.....\$ 13.29 **
Motor Grader Fine Grade....\$ 16.13 **
Scraper.....\$ 11.12 **

Servicer.....\$ 13.44 **

TRUCK DRIVER

Single Axle.....\$ 13.16 **
Single or Tandem Axle Dump..\$ 14.06 **

WELDER.....\$ 13.74 **

WELDERS - Receive rate prescribed for craft performing
operation to which welding is incidental.

=====

** Workers in this classification may be entitled to a higher minimum wage under Executive Order 14026 (\$17.75) or 13658 (\$13.30). Please see the Note at the top of the wage determination for more information. Please also note that the minimum wage requirements of Executive Order 14026 are not currently being enforced as to any contract or subcontract to which the states of Texas, Louisiana, or Mississippi, including their agencies, are a party.

Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at <https://www.dol.gov/agencies/whd/government-contracts>.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (iii)).

The body of each wage determination lists the classifications and wage rates that have been found to be prevailing for the type(s) of construction and geographic area covered by the wage determination. The classifications are listed in alphabetical order under rate identifiers indicating whether the particular rate is a union rate (current union negotiated rate), a survey rate, a weighted union average rate, a state adopted rate, or a supplemental classification rate.

Union Rate Identifiers

A four-letter identifier beginning with characters other than ""SU"", ""UAVG"", ?SA?, or ?SC? denotes that a union rate was prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2024. PLUM is an identifier of the union whose collectively bargained rate prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. The date, 07/01/2024 in the example, is the effective date of the most current negotiated rate.

Union prevailing wage rates are updated to reflect all changes over time that are reported to WHD in the rates in the collective bargaining agreement (CBA) governing the classification.

Union Average Rate Identifiers

The UAVG identifier indicates that no single rate prevailed for those classifications, but that 100% of the data reported for the classifications reflected union rates. EXAMPLE: UAVG-OH-0010 01/01/2024. UAVG indicates that the rate is a weighted union average rate. OH indicates the State of Ohio. The next number, 0010 in the example, is an internal number used in producing the wage determination. The date, 01/01/2024 in the example, indicates the date the wage determination was updated to reflect the most current union average rate.

A UAVG rate will be updated once a year, usually in January, to reflect a weighted average of the current rates in the collective bargaining agreements on which the rate is based.

Survey Rate Identifiers

The ""SU"" identifier indicates that either a single non-union rate prevailed (as defined in 29 CFR 1.2) for this classification in the survey or that the rate was derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As a weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SUFL2022-007 6/27/2024. SU indicates the rate is a single non-union prevailing rate or a weighted average of survey data for that classification. FL indicates the State of Florida. 2022 is the year of the survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. The date, 6/27/2024 in the example, indicates the survey completion date for the classifications and rates under that identifier.

?SU? wage rates typically remain in effect until a new survey is conducted. However, the Wage and Hour Division (WHD) has the discretion to update such rates under 29 CFR 1.6(c)(1).

State Adopted Rate Identifiers

The ""SA"" identifier indicates that the classifications and prevailing wage rates set by a state (or local) government were adopted under 29 C.F.R. 1.3(g)-(h). Example: SAME2023-007 01/03/2024. SA reflects that the rates are state adopted. ME refers to the State of Maine. 2023 is the year during which the state completed the survey on which the listed classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. The date, 01/03/2024 in the example, reflects the date on which the classifications and rates under the ?SA? identifier took effect under state law in the state from which the rates were adopted.

WAGE DETERMINATION APPEALS PROCESS

1) Has there been an initial decision in the matter? This can be:

- a) a survey underlying a wage determination
- b) an existing published wage determination
- c) an initial WHD letter setting forth a position on a wage determination matter
- d) an initial conformance (additional classification and rate) determination

On survey related matters, initial contact, including requests for summaries of surveys, should be directed to the WHD Branch of Wage Surveys. Requests can be submitted via email to davisbaconinfo@dol.gov or by mail to:

Branch of Wage Surveys
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

Regarding any other wage determination matter such as conformance decisions, requests for initial decisions should be directed to the WHD Branch of Construction Wage Determinations. Requests can be submitted via email to BCWD-Office@dol.gov or by mail to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2) If an initial decision has been issued, then any interested party (those affected by the action) that disagrees with the decision can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Requests for review and reconsideration can be submitted via email to dba.reconsideration@dol.gov or by mail to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210.

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END OF GENERAL DECISION"

Exhibit 5– Apprenticeship Program

Apprenticeship Program

City construction contracts require that the construction contractors performing work for the City for such contract shall participate in a United States Department of Labor (“DOL”) certified apprenticeship program when the work required under the contract includes work that must be performed by any of the apprenticeable occupations listed in the City’s apprenticeship program adopted September 24, 2013, as amended, and the work involving such apprenticeable occupation has a value of **fifty thousand dollars** or more. Information relating to the apprenticeship program, use of apprentices and trades shall be submitted prior to the start of the work of the applicable occupations listed below. Prior to the start of the work of the applicable apprenticeable occupations listed below the contractor or the applicable subcontractor through the prime contractor shall provide written certification to the city that it is a sponsor or participant in a DOL approved apprenticeship program.

Apprenticeable Occupations:

| |
|---------------------------------|
| Bricklayer |
| Carpenter |
| Cement mason |
| Drywall applicator |
| Electrician |
| Glazier |
| Operating engineer |
| Painter |
| Pipefitter |
| Plasterer |
| Plumber |
| Roofer |
| Sheet metal worker |
| Structural worker/ironworker |
| Taper |
| Carpenter – Acoustical Ceilings |
| Cabinet Maker |
| HVAC |
| Insulation Worker |
| Electronic Technician |
| Elevator Installer & Repairer |
| Floor Layer |
| Locksmith |
| Tile and Marble Setter |

The Contractor shall comply with the following:

1. Shall hire registered apprentices enrolled in a DOL certified apprenticeship program.
2. Shall not substitute helpers, unregistered apprentices or other substitutes to perform apprentice level work in place of registered apprentices.
3. Shall pay wage rates and benefit package for apprentices as determined by the apprenticeship program/DOL.
4. Shall comply with DOL requirements for the ratio of apprentices to journeymen.

Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Bureau, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Bureau of Apprenticeship & Training or a State Apprenticeship Agency (where appropriate) to be eligible for probation employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor/subcontractor as to the entire work force under the registered program.

The Contractor shall furnish the City's Capital Improvement Department with sufficient information, which demonstrates that apprentices are employed pursuant to and individually registered in a bona fide apprenticeship program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the City wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the City wage determination for the work actually performed. Every apprentice must be paid at not less than the rates specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeyman's hourly rate specified in the City wage determination.

Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Bureau of Apprenticeship Training determines that a different practice prevails for the applicable apprentice classification, fringe benefits shall be paid in accordance with that determination. In the event the Bureau of Apprenticeship & Training, or a state apprenticeship agency recognized by the Bureau, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

The Contractor shall post the prevailing wage rate schedules made part of this contract at each work site in a prominent location readily accessible to the workers through the duration of the project. In addition, the Contractor shall post a notice to be provided by the Capital Improvement Department Director regarding prevailing wage rates and the City of El Paso Apprenticeship Program, in English and Spanish, which shall be posted nearby the prevailing wage rates schedules.

The Contractor shall, in addition to all other information items to be provided to City, certify to City the names of all apprentices on the project; verification of their status as registered apprentices; and documentation as to their proper wage rates; and documentation as the journeyman-to-apprentice ratios for each trade as determined by the apprenticeship program.

No worker shall be discharged by the Contractor or Subcontractor or in any other manner discriminated against because such worker has filed an inquiry or complaint, has instituted or caused to be instituted any legal or equitable proceeding or has testified or is about to testify in any such proceeding under or relating to the apprenticeship program.

The Contractor and every subcontractor shall allow immediate entry, into all areas of the job site, by the Capital Improvement Department Director and his/her agents and representatives displaying and presenting proper identification credentials to the job site superintendent or his/her representative. While on the job site the Capital Improvement Department Director and his/her agents and representatives may inspect for all job site and regulations, including but not limited to those concerning safety, security and fire prevention. The Contractor and each subcontractor shall allow any employee to be interviewed at random, at any time and for any reasonable duration by the Capital Improvement Department Director and his/her agents and representatives to determine compliance with the provisions of this contract regarding the apprenticeship program. *The Contractor and each subcontractor shall allow access to its personnel and apprenticeship books and records, at any time and for any reasonable duration by the Capital Improvement Department Director and his/her agents and representatives to determine compliance with the provisions of this contract regarding the apprenticeship program.*

The City reserves the right to terminate this Contract for cause in the Contractor and/or any subcontractor shall breach any of these provisions regarding the apprenticeship program.

The Contractor shall cause these and any other appropriate provisions regarding the apprenticeship program to be inserted in all subcontractor relative to the work to bind the subcontractor to the same apprenticeship program requirements as are applicable to the Contractor.

**STANDARD GENERAL CONDITIONS OF THE
CONSTRUCTION CONTRACT**

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Definitions and Terminology

1.01 *Defined Terms*

- A. Wherever used in the Bidding Requirements or Contract Documents, a term printed with initial capital letters, including the term's singular and plural forms, will have the meaning indicated in the definitions below. In addition to terms specifically defined, terms with initial capital letters in the Contract Documents include references to identified articles and paragraphs, and the titles of other documents or forms.
1. *Addenda*—Written or graphic instruments issued prior to the opening of Bids which clarify, correct, or change the Bidding Requirements or the proposed Contract Documents.
 2. *Agreement*—The written instrument, executed by Owner and Contractor, that sets forth the Contract Price and Contract Times, identifies the parties and the Engineer, and designates the specific items that are Contract Documents.
 3. *Application for Payment*—The form acceptable to Engineer which is to be used by Contractor during the course of the Work in requesting progress or final payments and which is to be accompanied by such supporting documentation as is required by the Contract Documents.
 4. *Bid*—The offer of a Bidder submitted on the prescribed form setting forth the prices for the Work to be performed.
 5. *Bidder*—An individual or entity that submits a Bid to Owner.
 6. *Bidding Documents*—The Bidding Requirements, the proposed Contract Documents, and all Addenda.
 7. *Bidding Requirements*—The advertisement or invitation to bid, Instructions to Bidders, Bid Bond or other Bid security, if any, the Bid Form, and the Bid with any attachments.
 8. *Change Order*—A document which is signed by Contractor and Owner and authorizes an addition, deletion, or revision in the Work or an adjustment in the Contract Price or the Contract Times, or other revision to the Contract, issued on or after the Effective Date of the Contract.
 9. *Change Proposal*—A written request by Contractor, duly submitted in compliance with the procedural requirements set forth herein, seeking an adjustment in Contract Price or Contract Times, or both.
 10. *Claim*—(a) A demand or assertion by Contractor directly to Owner, duly submitted in compliance with the procedural requirements set forth herein: seeking an adjustment of Contract Price or Contract Times, or both; contesting an initial decision by Engineer concerning the requirements of the Contract Documents or the acceptability of Work under the Contract Documents; contesting Owner's decision regarding a Change Proposal; seeking resolution of a contractual issue that

Owner has declined to address; or seeking other relief with respect to the terms of the Contract. A demand for money or services by a third party is not a Claim.

11. *Constituent of Concern*—Asbestos, petroleum, radioactive materials, polychlorinated biphenyls (PCBs), hazardous waste, and any substance, product, waste, or other material of any nature whatsoever that is or becomes listed, regulated, or addressed pursuant to (a) the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §§9601 et seq. (“CERCLA”); (b) the Hazardous Materials Transportation Act, 49 U.S.C. §§5501 et seq.; (c) the Resource Conservation and Recovery Act, 42 U.S.C. §§6901 et seq. (“RCRA”); (d) the Toxic Substances Control Act, 15 U.S.C. §§2601 et seq.; (e) the Clean Water Act, 33 U.S.C. §§1251 et seq.; (f) the Clean Air Act, 42 U.S.C. §§7401 et seq.; or (g) any other federal, state, or local statute, law, rule, regulation, ordinance, resolution, code, order, or decree regulating, relating to, or imposing liability or standards of conduct concerning, any hazardous, toxic, or dangerous waste, substance, or material.
12. *Construction Documents* - The documents, consisting of Drawings and Specifications, to be prepared or assembled by the Design Consultant consistent with the Basis of Design Documents unless a deviation from the Basis of Design Documents is specifically set forth in a Change Order executed by both the Owner and Design-Builder, as part of the design review process contemplated by these General Conditions of Contract.
13. *Contract*—The entire and integrated written contract between the Owner and Contractor concerning the Work.
14. *Contract Documents*—Those items so designated in the Agreement, and which together comprise the Contract.
15. *Contract Price*—The money that Owner has agreed to pay Contractor for completion of the Work in accordance with the Contract Documents. .
16. *Contract Times*—The number of days or the dates by which Contractor shall: (a) achieve Milestones, if any; (b) achieve Substantial Completion; and (c) complete the Work.
17. *Contractor*—The individual or entity with which Owner has contracted for performance of the Work. If the Work is to be performed using a Design-Build project delivery method, then any reference to the Contractor herein, shall mean the Contractor, Architect or Engineer comprising the Design-Build Team.
18. *Cost of the Work*—See Paragraph 13.01 for definition.
19. *Design-Build Team*— Group comprised of the General Contractor, Architect, Design Engineers/Consultants, and key Subcontractors identified by the Design-Builder.
20. *Design Consultant (if applicable)*- A qualified, licensed design professional who is not an employee of Design-Builder, but is retained by Design-Builder, or employed

or retained by anyone under contract with Design-Builder or Subcontractor, to furnish design services required under the Contract Documents.

21. *Drawings*—The part of the Contract that graphically shows the scope, extent, and character of the Work to be performed by Contractor.
22. *Effective Date of the Contract*—The date, indicated in the Agreement, on which the Contract becomes effective.
23. *Engineer*—The individual or entity named as such in the Agreement. The individual or entity may be an employee of Owner, whether that individual holds the title of City Engineer or is an individual within the City Engineer's department, or may be an independent design consultant retained by Owner for the Project. In any event, the Engineer will serve as Owner's agent during design and construction phases, and provide technical guidance and recommendations, subject to Owner's approval.
24. *Field Order*—A written order approved by Owner and issued by Engineer which requires minor changes in the Work but does not change the Contract Price or the Contract Times.
25. *Final Completion* - The date on which all Work is complete in accordance with the Contract Documents, including but not limited to, any items identified in the punch list prepared in accordance with the General Conditions of Contract and the submission of all documents required by the General Conditions of Contract.
26. *Force Majeure Events* - Those events that are beyond the control of both Contractor and Owner, including the events of war, floods, labor disputes, earthquakes, epidemics, unusually severe weather conditions not reasonably anticipated, and other acts of God, not due to the negligence of the party claiming Force Majeure.
27. *GMP Exhibit* - That exhibit attached to the Agreement, which exhibit will have been agreed upon by Owner and Design- Build prior to the execution of the Agreement. The GMP Exhibit will be referred to as the Design-Build Agreement.
28. *GMP Proposal* - That proposal developed by Contractor in accordance with the Agreement Between Owner and Contractor with an option for a Guaranteed Maximum Price.
29. *Hazardous Environmental Condition*—The presence at the Site of Constituents of Concern in such quantities or circumstances that may present a danger to persons or property exposed thereto. The presence at the Site of materials that are necessary for the execution of the Work, or that are to be incorporated in the Work, and that are controlled and contained pursuant to industry practices, Laws and Regulations, and the requirements of the Contract, does not establish a Hazardous Environmental Condition.
30. *Laws and Regulations; Laws or Regulations*—Any and all applicable laws, statutes, rules, regulations, ordinances, codes, and orders of any and all governmental bodies, agencies, authorities, and courts having jurisdiction.
31. *Milestone*—A principal event in the performance of the Work that the Contract requires Contractor to achieve by an intermediate completion date or by a time prior

to Substantial Completion of all the Work.

32. *Notice of Award*—The written notice by Owner to a Bidder of Owner’s acceptance of the Bid.
33. *Notice to Proceed*—A written notice by Owner to Contractor fixing the date on which the Contract Times will commence to run and on which Contractor shall start to perform the Work.
34. *Owner*—The individual or entity with which Contractor has contracted regarding the Work, and which has agreed to pay Contractor for the performance of the Work, pursuant to the terms of the Contract.
35. *Owner’s Project Criteria* – Criteria developed by or for Owner to describe Owner’s program requirements and objectives for the Project, including use, space, price, time, site and expandability requirements, as well as submittal requirements and other requirements governing Design-Build Teams performance of the Work. Owner’s Project Criteria may include conceptual documents, design criteria, performance requirements, prescriptive specifications, and LEED® or other sustainable design criteria and other Project-specific technical materials and requirements.
36. *Progress Schedule*—A schedule, prepared and maintained by Contractor, describing the sequence and duration of the activities comprising the Contractor’s plan to accomplish the Work within the Contract Times.
37. *Project*—The total undertaking to be accomplished for Owner by engineers, contractors, and others, including planning, study, design, construction, testing, commissioning, and start-up, and of which the Work to be performed under the Contract Documents is a part.
38. *Project Manual*—The written documents prepared for, or made available for, procuring and constructing the Work, including but not limited to the Bidding Documents or other construction procurement documents, geotechnical and existing conditions information, the Agreement, bond forms, General Conditions, Supplementary Conditions, and Specifications. The contents of the Project Manual may be bound in one or more volumes.
39. *Resident Project Representative*—The authorized representative of Owner assigned to assist Owner at the Site. As used herein, the term Resident Project Representative or “RPR” includes any assistants or field staff of Resident Project Representative. Owner’s Resident Project Representative may be the Engineer or Architect if Owner so designates.

40. *Samples*—Physical examples of materials, equipment, or workmanship that are representative of some portion of the Work and that establish the standards by which such portion of the Work will be judged.
41. *Schedule of Submittals*—A schedule, prepared and maintained by Contractor, of required submittals and the time requirements for Engineer’s review and Owner’s approval of the submittals and the performance of related construction activities.
42. *Schedule of Values*—A schedule, prepared and maintained by Contractor, allocating portions of the Contract Price to various portions of the Work and used as the basis for reviewing Contractor’s Applications for Payment.
43. *Shop Drawings*—All drawings, diagrams, illustrations, schedules, and other data or information that are specifically prepared or assembled by or for Contractor and submitted by Contractor to illustrate some portion of the Work. Shop Drawings, whether approved or not, are not Drawings and are not Contract Documents.
44. *Site*—Lands or areas indicated in the Contract Documents as being furnished by Owner upon which the Work is to be performed, including rights-of-way and easements, and such other lands furnished by Owner which are designated for the use of Contractor.
45. *Specifications*—The part of the Contract that consists of written requirements for materials, equipment, systems, standards, and workmanship as applied to the Work, and certain administrative requirements and procedural matters applicable to the Work.
46. *Subcontractor*—An individual or entity having a direct contract with Contractor or with any other Subcontractor for the performance of a part of the Work.
47. *Substantial Completion*—The time at which the Work (or a specified part thereof) has progressed to the point where, in the opinion of Engineer and subject to the Owner’s approval, the Work (or a specified part thereof) is sufficiently complete, in accordance with the Contract Documents, so that the Work (or a specified part thereof) can be utilized for the purposes for which it is intended. The terms “substantially complete” and “substantially completed” as applied to all or part of the Work refer to Substantial Completion thereof.
48. *Supplementary Conditions*—The part of the Contract that amends or supplements these General Conditions.
49. *Supplier*—A manufacturer, fabricator, supplier, distributor, materialman, or vendor having a direct contract with Contractor or with any Subcontractor to furnish materials or equipment to be incorporated in the Work by Contractor or a Subcontractor.
50. *Technical Data*—Those items expressly identified as Technical Data in the Supplementary Conditions, with respect to either (a) subsurface conditions at the Site, or physical conditions relating to existing surface or subsurface structures at

the Site (except Underground Facilities) or (b) Hazardous Environmental Conditions at the Site. If no such express identifications of Technical Data have been made with respect to conditions at the Site, then the data contained in boring logs, recorded measurements of subsurface water levels, laboratory test results, and other factual, objective information regarding conditions at the Site that are set forth in any geotechnical or environmental report prepared for the Project and made available to Contractor are hereby defined as Technical Data with respect to conditions at the Site under Paragraphs 5.03, 5.04, and 5.06.

51. *Underground Facilities*—All underground pipelines, conduits, ducts, cables, wires, manholes, vaults, tanks, tunnels, or other such facilities or attachments, and any encasements containing such facilities, including but not limited to those that convey electricity, gases, steam, liquid petroleum products, telephone or other communications, fiber optic transmissions, cable television, water, wastewater, storm water, other liquids or chemicals, or traffic or other control systems.
52. *Unit Price Work*—Work to be paid for on the basis of unit prices.
53. *Work*—The entire construction or the various separately identifiable parts thereof required to be provided under the Contract Documents. Work includes and is the result of performing or providing all labor, services, and documentation necessary to produce such construction; furnishing, installing, and incorporating all materials and equipment into such construction; and may include related services such as testing, start-up, and commissioning, all as required by the Contract Documents. If the Work is to be performed using a Design-Build project delivery method, then the Work also includes the design services required by the Contract Documents. If the Work is to be performed using a CMAR project delivery method, then the Work also includes the preconstruction services required by the Contract Documents.
54. *Work Change Directive*—A written directive to Contractor issued on or after the Effective Date of the Contract, signed by Owner and recommended by Engineer, ordering an addition, deletion, or revision in the Work.
55. *Design-Build Contingency*- Allocated amount established in the GMP. Design build contractor, can utilize Design build contingency, for both design and construction contingency. Contingency can be utilized during design to assure that the design addresses full scope at project completion. During Construction, contingency can be utilized to clarify design as necessary to provide a fully functioning facility that meets all scope requirements, changes in market conditions, and issues that occur through no fault of the contractor, including supplementing subcontractors and suppliers to assure an on-time completion of the design and full scope. Contingencies shall not be used to correct construction deficiencies, rework, quality control issues or warranty, for internal staffing necessary for contractor controlled delays and shall not be utilized to cover costs of liquidated damages
56. *Owner's contingency*- Allocated amount established in the GMP. Owner's contingency shall be utilized solely at the Owners discretion to address and authorize additional scopes of work not included in the original requirements. Owner's contingency can be utilized to address any differing site conditions identified during construction.

57. *Allowances* shall be included in the GMP per the direction of the City, for the sole purpose to address design and construction activities where scope is not clear and quantifiable at the time of development of the GMP proposal. Allowance shall specify the general scope for that allowance and may be subject to approval by the City. Funds remaining in an allowance upon completion of the specific SOW will transfer to Owner's contingency
58. Remediation plan- guideline that proposes a series of procedures/actions in order to correct deficiencies or defective work, including any proposed schedule revision needed to maintain project schedule completion.
59. Buyout savings- The difference between the cost for portions of work budgeted on the GMP including construction Manager's Fee and the actual cost of work received by Design Builder during bidding when the cost for the portion of work is less than the amount budgeted in the GMP proposal approved by the owner.

1.02 *Terminology*

- A. The words and terms discussed in the following paragraphs are not defined but, when used in the Bidding Requirements or Contract Documents, have the indicated meaning.
- B. *Day*:
 1. The word "day" means a calendar day of 24 hours measured from midnight to the next midnight.
- C. *Defective*:
 1. The word "defective," when modifying the word "Work," refers to Work that is unsatisfactory, faulty, or deficient in that it:
 - a. does not conform to the Contract Documents; or
 - b. does not meet the requirements of any applicable inspection, reference standard, test, or approval referred to in the Contract Documents; or has been damaged prior to Engineer's recommendation of final payment unless responsibility for the protection thereof has been assumed by Owner at Substantial Completion.
- D. *Furnish, Install, Perform, Provide*:
 1. The word "furnish," when used in connection with services, materials, or equipment, shall mean to supply and deliver said services, materials, or equipment to the Site (or some other specified location) ready for use or installation and in usable or operable condition.
 2. The word "install," when used in connection with services, materials, or equipment, shall mean to put into use or place in final position said services, materials, or equipment complete and ready for intended use.
 3. The words "perform" or "provide," when used in connection with services, materials, or equipment, shall mean to furnish and install said services, materials, or equipment complete and ready for intended use.

4. If the Contract Documents establish an obligation of Contractor with respect to specific services, materials, or equipment, but do not expressly use any of the four words “furnish,” “install,” “perform,” or “provide,” then Contractor shall furnish and install said services, materials, or equipment complete and ready for intended use.
- E. Unless stated otherwise in the Contract Documents, words or phrases that have a well-known technical or construction industry or trade meaning are used in the Contract Documents in accordance with such recognized meaning.

ARTICLE 2 – PRELIMINARY MATTERS

2.01 *Delivery of Bonds and Evidence of Insurance*

- A. *Bonds:* When Contractor delivers the executed counterparts of the Agreement to Owner, Contractor shall also deliver to Owner such bonds as Contractor may be required to furnish.
- B. *Evidence of Contractor’s Insurance:* When Contractor delivers the executed counterparts of the Agreement to Owner, Contractor shall also deliver to Owner, with copies to each named insured and additional insured (as identified elsewhere in the Contract), the certificates and other evidence of insurance required to be provided by Contractor in accordance with Article 6.

2.02 *Copies of Documents*

- A. Owner shall furnish to Contractor four copies of the Contract as follows: One fully executed original of the Agreement, two copies of executed Agreement and one copy in electronic portable document format (PDF). Additional printed copies will be furnished upon request at the cost of reproduction.
- B. Owner shall maintain and safeguard at least one original printed record version of the Contract, including Drawings and Specifications signed and sealed by the Architect, engineers and other design professionals.

2.03 *Before Starting Construction*

- A. *Preliminary Schedules:* Within 10 days after the Effective Date of the Contract (or as otherwise specifically required by the Contract Documents), Contractor shall submit for Engineer’s review and - Owner’s approval:
 1. a preliminary Progress Schedule indicating the times (numbers of days or dates) for starting and completing the various stages of the Work, including any Milestones specified in the Contract;
 2. a preliminary Schedule of Submittals; and
 3. a preliminary Schedule of Values for all of the Work which includes quantities and prices of items which when added together equal the Contract Price and subdivides the Work into component parts in sufficient detail to serve as the basis for progress payments during performance of the Work. Such prices will include an appropriate amount of overhead and profit applicable to each item of Work.

2.04 *Preconstruction Conference*

- A. Before any Work at the Site is started, a conference attended by Owner, Contractor, Engineer, and others as appropriate will be held to establish a working understanding among the parties as to the Work and to discuss the schedules referred to in Paragraph 2.03.A, procedures for handling Shop Drawings, Samples, and other submittals, processing Applications for Payment, electronic or digital transmittals, and maintaining required records.
- B. Should the Contractor or Owner wish to establish any Milestones that will be subject to individual schedules and/or completion dates, these Milestones shall be established at this conference and any Change Orders or contract modifications relating to the establishment of Milestones will be presented to the Owner for acceptance and execution by the Parties in accordance with the terms and provisions contained herein.

2.05 *Initial Acceptance of Schedules*

- A. At least 10 days before submission of the first Application for Payment a conference, attended by Contractor, Engineer, Owner, and others as appropriate, will be held to review for acceptability to Owner as provided below the schedules submitted in accordance with Paragraph 2.03.A. Contractor shall have an additional 10 days to make corrections and adjustments and to complete and resubmit the schedules. No progress payment shall be made to Contractor until acceptable schedules are submitted to Engineer and approved by Owner based on Engineer's recommendations.
 - 1. The Progress Schedule will be acceptable to Engineer and Owner if it provides an orderly progression of the Work to completion within the Contract Times. Such acceptance will not impose on Engineer or Owner responsibility for the Progress Schedule, for sequencing, scheduling, or progress of the Work, nor interfere with or relieve Contractor from Contractor's full responsibility therefor.
 - 2. Contractor's Schedule of Submittals will be acceptable to Engineer and Owner if it provides a workable arrangement for reviewing and processing the required submittals.
 - 3. Contractor's Schedule of Values will be acceptable to Engineer and Owner as to form and substance if it provides a reasonable allocation of the Contract Price to the component parts of the Work.

2.06 *Electronic Transmittals*

- A. Except as otherwise stated elsewhere in the Contract, the Owner, Engineer, and Contractor may transmit, and shall accept, Project-related correspondence, text, data, documents, drawings, information, three-dimensional modeling (such as Building Information Models), and graphics, including but not limited to Shop Drawings and other submittals, in electronic media or digital format, either directly, or through access to a secured 3rd party Project website.
- B. When transmitting items in electronic media or digital format, the transmitting party makes no representations as to long term compatibility, usability, or readability of the items resulting from the recipient's use of software application packages, operating

systems, or computer hardware differing from those used in the drafting or transmittal of the items, or from those established in applicable transmittal protocols.

2.07 *Designation of Authorized Representatives*

- A. As part of the Agreement, Design-Builder shall designate, in writing, a specific individual to act as its authorized representative with respect to the services and responsibilities under the Contract. Subject to Owner's approval, such individuals shall have the authority to transmit and receive information, render decisions relative to the Contract, and otherwise act on behalf of each respective party.

ARTICLE 3 – DOCUMENTS: INTENT, REQUIREMENTS, REUSE

3.01 *Intent*

- A. The Contract Documents are complementary; what is required by one is as binding as if required by all.
- B. It is the intent of the Contract Documents to describe a functionally complete project (or part thereof) to be constructed in accordance with the Contract Documents.
- C. Unless otherwise stated in the Contract Documents, if there is a discrepancy between the electronic or digital versions of the Contract Documents (including any printed copies derived from such electronic or digital versions) and the printed record version, the printed record version shall govern.
- D. The Contract supersedes prior negotiations, representations, and agreements, whether written or oral.

3.02 *Reference Standards*

- A. Standards Specifications, Codes, Laws and Regulations
 - 1. Reference in the Contract Documents to standard specifications, manuals, reference standards, or codes of any technical society, organization, or association, or to Laws or Regulations, whether such reference be specific or by implication, shall mean the standard specification, manual, reference standard, code, or Laws or Regulations in effect at the time of opening of Bids (or on the Effective Date of the Contract if there were no Bids), except as may be otherwise specifically stated in the Contract Documents.
 - 2. No provision of any such standard specification, manual, reference standard, or code, or any instruction of a Supplier, shall be effective to change the duties or responsibilities of Owner, Contractor, or Engineer, or any of their subcontractors, consultants, agents, or employees, from those set forth in the part of the Contract Documents prepared by or for Engineer. No such provision or instruction shall be effective to assign to Owner, Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, any duty or authority to supervise or direct the performance of the Work or any duty or authority to undertake responsibility inconsistent with the provisions of the part of the Contract Documents prepared by or for Engineer.

3.03 *Reporting and Resolving Discrepancies*

A. *Reporting Discrepancies:*

1. *Contractor's Verification of Figures and Field Measurements:* Before undertaking each part of the Work, Contractor shall carefully study the Contract Documents, and check and verify pertinent figures and dimensions therein, particularly with respect to applicable field measurements. Contractor shall promptly report in writing to the Owner any errors or omissions within the Contract Documents.
2. *Contractor's Review of Contract Documents:* If, before or during the performance of the Work, Contractor discovers any conflict, error, ambiguity, or discrepancy within the Contract Documents, or between the Contract Documents and (a) any applicable Law or Regulation, (b) actual field conditions, (c) any standard specification, manual, reference standard, or code, or (d) any instruction of any Supplier, then Contractor shall promptly report it to Engineer and Owner in writing. Contractor shall not proceed with the Work affected thereby (except in an emergency as required by Paragraph 7.15) until the conflict, error, ambiguity, or discrepancy is resolved, by a clarification or interpretation by Engineer subject to Owner's approval, or by an amendment or supplement to the Contract Documents issued pursuant to Paragraph 11.01.
3. Should Contractors perform the Work after discovery of such a conflict without reporting the conflict or before receipt of a clarification or interpretation by Engineer, Contractor will be solely liable for any correction or other measures that may be required to overcome the conflict or bring the Work into compliance with the Contract Documents.

B. *Resolving Discrepancies:*

1. Except as may be otherwise specifically stated in the Contract Documents, the provisions of the part of the Contract Documents prepared by or for Engineer shall take precedence in resolving any conflict, error, ambiguity, or discrepancy between such provisions of the Contract Documents and:
 - a. the provisions of any standard specification, manual, reference standard, or code, or the instruction of any Supplier (whether or not specifically incorporated by reference as a Contract Document); or
 - b. the provisions of any Laws or Regulations applicable to the performance of the Work (unless such an interpretation of the provisions of the Contract Documents would result in violation of such Law or Regulation).

3.04 *Requirements of the Contract Documents*

- A. During the performance of the Work and until final payment, Contractor and Owner shall submit to the Engineer all matters in question concerning the requirements of the Contract Documents (sometimes referred to as requests for information or interpretation—RFIs), or relating to the acceptability of the Work under the Contract Documents, as soon as possible after such matters arise. Engineer will be the initial interpreter of the requirements of the Contract Documents, and judge of the acceptability of the Work thereunder. The Engineer will provide a recommendation to Owner who

will ultimately approve or disapprove such Work.

- B. Engineer will, with reasonable promptness and with Owner's prior written approval, render a written clarification, interpretation, or decision on the issue submitted, or initiate an amendment or supplement to the Contract Documents. Engineer's written clarification, interpretation, or decision will be final and binding on Contractor, unless it appeals by submitting a Change Proposal, and on Owner, unless it appeals by filing a Claim.
- C. If a submitted matter in question concerns terms and conditions of the Contract Documents that do not involve (1) the performance or acceptability of the Work under the Contract Documents, (2) the design (as set forth in the Drawings, Specifications, or otherwise), or (3) other engineering or technical matters, then Engineer will promptly give written notice to Owner and Contractor that Engineer is unable to provide a decision or interpretation. If Owner and Contractor are unable to agree on resolution of such a matter in question, either party may pursue resolution as provided in Article 12.

ARTICLE 4 – COMMENCEMENT AND PROGRESS OF THE WORK

4.01 *Commencement of Contract Times; Notice to Proceed*

- A. The Contract Times will commence upon issuance of notice to proceed.

4.02 *Commencement of Performance*

- A. No Work shall be done at the Site prior to such date. Contractor may commence performance upon receipt of the Notice to Proceed and in accordance with any terms and dates contained therein.

4.03 *Reference Points*

- A. Owner shall provide engineering surveys to establish reference points for construction which in Engineer's judgment are necessary to enable Contractor to proceed with the Work. Contractor shall be responsible for laying out the Work, shall protect and preserve the established reference points and property monuments, and shall make no changes or relocations without the prior written approval of Owner. Contractor shall report to Engineer whenever any reference point or property monument is lost or destroyed or requires relocation because of necessary changes in grades or locations, and shall be responsible for the accurate replacement or relocation of such reference points or property monuments by professionally qualified personnel.
- B. Contractor shall note the location of all reference points and controls on a set of red-lined drawings or exhibits to be maintained at all time on the jobsite.

4.04 *Progress Schedule*

- A. Contractor shall adhere to the Progress Schedule established in accordance with Paragraph 2.05 as it may be adjusted from time to time as provided below.
 - 1. Contractor shall submit for Engineer's review and Owner's approval (to the extent indicated in Paragraph 2.05) proposed adjustments in the Progress Schedule that will

not result in changing the Contract Times.

2. Contractor shall provide an updated schedule with each Pay Application for Owner's review. Extensions to the Project Schedule that propose to increase Contract Time must be submitted for the Owner's approval and such approval must be reflected and memorialized in a written Change Order.
 3. The Contractor shall maintain a current Progress Schedule at the Project site. The current Progress Schedule shall be displayed at the site and shall be available for use and reference by the Owner, Engineer, and Contractor. The Contractor shall have weekly meetings with the Owner where the current Progress Schedule is reviewed and evaluated based on work performed in the past week and planned work for the following week. Should the Progress Schedule require an update or amendment as a result of these meetings, the Progress Schedule provided with the subsequent Pay Application shall so indicate.
 4. Proposed adjustments in the Progress Schedule that will change the Contract Times shall be submitted in accordance with the requirements of Article 11.
- B. Contractor shall carry on the Work and adhere to the Progress Schedule during all disputes or disagreements with Owner. No Work shall be delayed or postponed pending resolution of any disputes or disagreements, or during any appeal process, except as permitted by Paragraph 16.04, or as Owner and Contractor may otherwise agree in writing.

4.05 *Delays in Contractor's Progress*

- A. If Owner, Engineer, or anyone for whom Owner is responsible, delays, disrupts, or interferes with the performance or progress of the Work, then Contractor shall be entitled to an equitable adjustment in the Contract Time. Contractor's entitlement to an adjustment of the Contract Times is conditioned on such adjustment being essential to Contractor's ability to complete the Work within the Contract Times.
- B. Contractor shall not be entitled to an adjustment in Contract Price or Contract Times for delay, disruption, or interference caused by or within the control of Contractor. Delay, disruption, and interference attributable to and within the control of a Subcontractor or Supplier shall be deemed to be within the control of Contractor.
- C. If Contractor's performance or progress is delayed, disrupted, or interfered with by unanticipated causes not the fault of and beyond the control of Owner, Contractor, and those for which they are responsible, then Contractor shall be entitled to an equitable adjustment in Contract Times. Contractor's entitlement to an adjustment of the Contract Times is conditioned on such adjustment being essential to Contractor's ability to complete the Work within the Contract Times. Such an adjustment shall be Contractor's sole and exclusive remedy for the delays, disruption, and interference described in this paragraph. Causes of delay, disruption, or interference that may give rise to an adjustment in Contract Times under this paragraph include but are not limited to the following:
1. severe and unavoidable natural catastrophes such as fires, floods, epidemics/pandemics and earthquakes;
 2. abnormal weather conditions;

3. acts or failures to act of utility owners (other than those performing other work at or adjacent to the Site by arrangement with the Owner, as contemplated in Article 8); and
 4. acts of war or terrorism.
- D. Delays, disruption, and interference to the performance or progress of the Work resulting from the existence of a differing subsurface or physical condition, an Underground Facility that was not shown or indicated by the Contract Documents, or not shown or indicated with reasonable accuracy, and those resulting from Hazardous Environmental Conditions, are governed by Article 5.
 - E. Paragraph 8.03 governs delays, disruption, and interference to the performance or progress of the Work resulting from the performance of certain other work at or adjacent to the Site.
 - F. Contractor shall not be entitled to an adjustment in Contract Price or Contract Times for any delay, disruption, or interference if such delay is concurrent with a delay, disruption, or interference caused by or within the control of Contractor.
 - G. Contractor must submit any Change Proposal seeking an adjustment in Contract Times under this paragraph within 30 days of the commencement of the delaying, disrupting, or interfering event.
 - H. Contractor expressly waives any right to an adjustment in Contract Price for any event of delay. Contractor's sole remedy for any delay shall be limited to an adjustment in Contract Time.

ARTICLE 5 – AVAILABILITY OF LANDS; SUBSURFACE AND PHYSICAL CONDITIONS; HAZARDOUS ENVIRONMENTAL CONDITIONS

5.01 *Availability of Lands*

- A. Owner shall furnish the Site. Owner shall notify Contractor of any encumbrances or restrictions not of general application but specifically related to use of the Site with which Contractor must comply in performing the Work.
- B. Upon reasonable written request, Owner shall furnish Contractor with a current statement of record legal title and legal description of the lands upon which permanent improvements are to be made and Owner's interest therein as necessary for giving notice of or filing a mechanic's or construction lien against such lands in accordance with applicable Laws and Regulations.
- C. Contractor shall provide for all additional lands and access thereto that may be required for temporary construction facilities or storage of materials and equipment.

5.02 *Use of Site and Other Areas*

- A. *Limitation on Use of Site and Other Areas:*
 1. Contractor shall confine construction equipment, temporary construction facilities, the storage of materials and equipment, and the operations of workers to the Site, adjacent areas that Contractor has arranged to use through construction easements or otherwise, and other adjacent areas permitted by Laws and Regulations, and shall

not unreasonably encumber the Site and such other adjacent areas with construction equipment or other materials or equipment. Contractor shall assume full responsibility for (a) damage to the Site; (b) damage to any such other adjacent areas used for Contractor's operations; (c) damage to any other adjacent land or areas; and (d) for injuries and losses sustained by the owners or occupants of any such land or areas; provided that such damage or injuries result from the performance of the Work or from other actions or conduct of the Contractor or those for which Contractor is responsible.

2. If a damage or injury claim is made by the owner or occupant of any such land or area because of the performance of the Work, or because of other actions or conduct of the Contractor or those for which Contractor is responsible, Contractor shall (a) take immediate corrective or remedial action as required by Paragraph 7.12, or otherwise; (b) promptly attempt to settle the claim as to all parties through negotiations with such owner or occupant, or otherwise resolve the claim by arbitration or other dispute resolution proceeding, or at law; and (c) TO THE FULLEST EXTENT PERMITTED BY LAWS AND REGULATIONS, INDEMNIFY AND HOLD HARMLESS OWNER, ITS OFFICERS, DIRECTORS, MEMBERS, PARTNERS, EMPLOYEES, AGENTS, CONSULTANTS AND SUBCONTRACTORS FROM AND AGAINST ANY SUCH CLAIM, AND AGAINST ALL COSTS, LOSSES, AND DAMAGES (INCLUDING BUT NOT LIMITED TO ALL FEES AND CHARGES OF ENGINEERS, ARCHITECTS, ATTORNEYS, AND OTHER PROFESSIONALS AND ALL COURT OR ARBITRATION OR OTHER DISPUTE RESOLUTION COSTS) ARISING OUT OF OR RELATING TO ANY CLAIM OR ACTION, LEGAL OR EQUITABLE, BROUGHT BY ANY SUCH OWNER OR OCCUPANT AGAINST OWNER OR ANY OTHER PARTY INDEMNIFIED HEREUNDER TO THE EXTENT CAUSED DIRECTLY OR INDIRECTLY, IN WHOLE OR IN PART BY, OR BASED UPON, CONTRACTOR'S PERFORMANCE OF THE WORK, OR BECAUSE OF OTHER ACTIONS OR CONDUCT OF THE CONTRACTOR OR THOSE FOR WHICH CONTRACTOR IS RESPONSIBLE.

- B. *Removal of Debris During Performance of the Work:* During the progress of the Work the Contractor shall keep the Site and other adjacent areas free from accumulations of waste materials, rubbish, and other debris. Removal and disposal of such waste materials, rubbish, and other debris shall conform to applicable Laws and Regulations. If the Contractor fails to clean up as provided in the Contract Documents, the Owner may do so and Owner shall be entitled to reimbursement from the Contractor.
- C. *Cleaning:* Prior to Substantial Completion of the Work Contractor shall clean the Site and the Work and make it ready for utilization by Owner. At the completion of the Work Contractor shall remove from the Site and adjacent areas all tools, appliances, construction equipment and machinery, and surplus materials and shall restore to original condition all property not designated for alteration by the Contract Documents.
- D. *Loading of Structures:* Contractor shall not load nor permit any part of any structure to be loaded in any manner that will endanger the structure, nor shall Contractor subject any part of the Work or adjacent structures or land to stresses or pressures that will endanger

them.

5.03 *Subsurface and Physical Conditions*

- A. Contractor accepts the responsibility to satisfy itself as to the soil conditions and nature and type of geological formations in and through which this Project will be constructed. Such information as may be obtained from the test borings and accompanying notations shown on the plans and/or documents provided by the Owner is merely for reference only of the Contractor and is not to be construed in any manner as a guarantee by the Owner that such conditions of sub- surface strata are infallible.
- B. Contractor waives any and all rights to make a claim against Owner relating to representations related to geotechnical data provided in the contract documents, plans and specifications. The locations of the test holes, if applicable, are shown in the Geotechnical Report. Logs of these test holes are included in the Geotechnical Report. Test holes information represents subsurface characteristics to the extent indicated and only for the point location of the test hole. Contractor shall make its own interpretation of the character and condition of the materials, which will be encountered. Contractor may, at its own expense, make all additional surveys and investigations as it may deem necessary to determine conditions, which will affect performance of the Work.
- C. *Reports and Drawings:* Owner will identify to the Contractor:
 - 1. any reports known to Owner of explorations and tests of subsurface conditions at or adjacent to the Site;
 - 2. any drawings known to Owner of physical conditions relating to existing surface or subsurface structures at the Site (except Underground Facilities); and
 - 3. Technical Data contained in such reports and drawings.
- D. *Reliance by Contractor on Technical Data Authorized:* Contractor may rely upon the accuracy of the Technical Data expressly identified by Owner with respect to such reports and drawings, but such reports and drawings are not Contract Documents. If no such express identification has been made, then Contractor may rely upon the accuracy of the Technical Data (as defined in Article 1) contained in any geotechnical or environmental report prepared by the Contractor's consultants for the Project. Except for such reliance on Technical Data, Contractor may not rely upon or make any claim against Owner with respect to:
 - 1. the completeness of such reports and drawings for Contractor's purposes, including, but not limited to, any aspects of the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor, and safety precautions and programs incident thereto; or
 - 2. other data, interpretations, opinions, and information contained in such reports or shown or indicated in such drawings; or
 - 3. any Contractor interpretation of or conclusion drawn from any Technical Data or any such other data, interpretations, opinions, or information.
 - 4. It is the responsibility of the Design-Builder to retain all necessary geotechnical survey and environmental Surveys required for the performance of its work.

5.04 *Differing Subsurface or Physical Conditions*

- A. *Notice by Contractor:* If Contractor believes that any subsurface or physical condition that is uncovered or revealed at the Site either:
1. is of such a nature as to establish that any Technical Data on which Contractor is entitled to rely as provided in Paragraph 5.03 is materially inaccurate; or
 2. is of such a nature as to require a change in the Drawings or Specifications; or
 3. differs materially from that shown or indicated in the Contract Documents; or
 4. is of an unusual nature, and differs materially from conditions ordinarily encountered and generally recognized as inherent in work of the character provided for in the Contract Documents; then Contractor shall, promptly after becoming aware thereof and before further disturbing the subsurface or physical conditions or performing any Work in connection therewith (except in an emergency as required by Paragraph 7.15), notify Owner or Owner's representative in writing about such condition and provide action plan to the Owner for review. Contractor shall not further disturb such condition or perform any Work in connection therewith (except with respect to an emergency) until receipt of a written statement permitting Contractor to do so.
- B. *Engineer's Review:* After receipt of written notice as required by the preceding paragraph, Engineer will promptly review the subsurface or physical condition in question; conclude whether the condition falls within any one or more of the differing site condition categories in Paragraph 5.04.A above; obtain any pertinent cost or schedule information from Contractor; prepare recommendations to Owner regarding the Contractor's resumption of Work in connection with the subsurface or physical condition in question and the need for any change in the Drawings or Specifications; and advise Owner in writing of Engineer's findings, conclusions, and recommendations.
- C. *Owner's Statement to Contractor Regarding Site Condition:* After receipt of Engineer's written findings, conclusions, and recommendations, Owner shall issue a written statement to Contractor) regarding the subsurface or physical condition in question, addressing the resumption of Work in connection with such condition, indicating whether any change in the Drawings or Specifications will be made, and adopting or rejecting Engineer's written findings, conclusions, and recommendations, in whole or in part.
- D. *Possible Price and Times Adjustments:*
1. Contractor shall be entitled to an equitable adjustment in Contract Times to the extent that the existence of a differing subsurface or physical condition, or any related delay, disruption, or interference, causes an increase or decrease in Contractor's time required for performance of the Work; subject, however, to the following:
 - a. such condition must fall within any one or more of the categories described in Paragraph 5.04.A;
 - b. Contractor's entitlement to an adjustment of the Contract Times is conditioned on such adjustment being essential to Contractor's ability to complete the Work within the Contract Times.
 2. Contractor shall not be entitled to any adjustment in the Contract Times with respect to a subsurface or physical condition if:
 - a. Contractor knew of the existence of such condition at the time Contractor submitted its Bid or entered into the Agreement with Owner for the Project; or
 - b. the existence of such condition reasonably could have been discovered or revealed as a result of any examination, investigation, exploration, test, or study

- of the Site and contiguous areas expressly required by the Bidding Requirements or Contract Documents to be conducted by or for Contractor prior to Contractor's making such commitment; or
- c. Contractor failed to give the written notice as required by Paragraph 5.04.A.
- 3. If Owner and Contractor agree regarding Contractor's entitlement to and the amount or extent of any adjustment in the Contract Times, then any such adjustment shall be set forth in a Change Order.
- 4. Contractor may submit a Change Proposal regarding its entitlement to or the amount or extent of any adjustment in the Contract Times, no later than 30 days after Owner's issuance of the Owner's written statement to Contractor regarding the subsurface or physical condition in question.

5.05 *Underground Facilities*

- A. *Contractor's Responsibilities:* The information and data shown or indicated in the Contract Documents with respect to existing Underground Facilities at or adjacent to the Site is based on information and data furnished to Owner or Engineer by the owners of such Underground Facilities, including Owner, or by others. Unless it is otherwise expressly provided in the Contract Documents:
 - 1. Owner and Engineer do not warrant or guarantee the accuracy or completeness of any such information or data provided by others; and
 - 2. the cost of all of the following will be included in the Contract Price, and Contractor shall have full responsibility for:
 - a. reviewing and checking all information and data regarding existing Underground Facilities at the Site;
 - b. locating all Underground Facilities shown or indicated in the Contract Documents as being at the Site;
 - c. coordination of the Work with the owners (including Owner) of such Underground Facilities, during construction; and
 - d. the safety and protection of all existing Underground Facilities at the Site, and repairing any damage thereto resulting from the Work.
- B. *Notice by Contractor:* If Contractor believes that an Underground Facility that is uncovered or revealed at the Site was not shown or indicated in the Contract Documents, or was not shown or indicated with reasonable accuracy, then Contractor shall, promptly after becoming aware thereof and before further disturbing conditions affected thereby or performing any Work in connection therewith (except in an emergency as required by Paragraph 7.15), identify the owner of such Underground Facility and give written notice and remediation plan to that owner and to Owner.
- C. *Engineer's Review:* Engineer will promptly review the Underground Facility and conclude whether such Underground Facility was not shown or indicated in the Contract Documents, or was not shown or indicated with reasonable accuracy; obtain any pertinent cost or schedule information from Contractor; prepare recommendations to Owner regarding the Contractor's resumption of Work in connection with the

Underground Facility in question; determine the extent, if any, to which a change is required in the Drawings or Specifications to reflect and document the consequences of the existence or location of the Underground Facility; and advise Owner in writing of Engineer's findings, conclusions, and recommendations. During such time, Contractor shall be responsible for the safety and protection of such Underground Facility.

- D. *Owner's Statement to Contractor Regarding Underground Facility.* After receipt of Engineer's written findings, conclusions, and recommendations, Owner shall issue a written statement to Contractor (with a copy to Engineer) regarding the Underground Facility in question, addressing the resumption of Work in connection with such Underground Facility, indicating whether any change in the Drawings or Specifications will be made, and adopting or rejecting Engineer's written findings, conclusions, and recommendations in whole or in part.
- E. *Possible Times Adjustments:*
 - 1. Contractor shall be entitled to an equitable adjustment in the Contract Times, to the extent that any existing Underground Facility at the Site that was not shown or indicated in the Contract Documents, or was not shown or indicated with reasonable accuracy, or any related delay, disruption, or interference, causes an increase or decrease in Contractor's time required for, performance of the Work; subject, however, to the following:
 - a. Contractor did not know of and could not reasonably have been expected to be aware of or to have anticipated the existence or actual location of the Underground Facility in question;
 - b. Contractor's entitlement to an adjustment of the Contract Times is conditioned on such adjustment being essential to Contractor's ability to complete the Work within the Contract Times; and
 - c. Contractor gave the notice required in Paragraph 5.05.B.
 - 2. If Owner and Contractor agree regarding Contractor's entitlement to and the amount or extent of any adjustment in the Contract Times then any such adjustment shall be set forth in a Change Order.
 - 3. Contractor may submit a Change Proposal regarding its entitlement to or the amount or extent of any adjustment in the Contract Times no later than 30 days after Owner's issuance of the Owner's written statement to Contractor regarding the Underground Facility in question.

5.06 *Hazardous Environmental Conditions at Site*

- A. Contractor shall be responsible for removing or remediating any Hazardous Environmental Condition encountered, uncovered, or revealed at the Site regardless of whether such removal or remediation is expressly identified in the Contract Documents to be within the scope of the Work.
- B. Contractor shall be responsible for controlling, containing, and duly removing all Constituents of Concern brought to the Site by Contractor, Subcontractors, Suppliers, or anyone else for whom Contractor is responsible, and for any associated costs; and for

the costs of removing and remediating any Hazardous Environmental Condition created by the presence of any such Constituents of Concern.

- C. If Contractor encounters, uncovers, or reveals a Hazardous Environmental Condition whose removal or remediation is not expressly identified in the Contract Documents as being within the scope of the Work, or if Contractor or anyone for whom Contractor is responsible creates a Hazardous Environmental Condition, then Contractor shall immediately: (1) secure or otherwise isolate such condition; (2) stop all Work in connection with such condition and in any area affected thereby (except in an emergency as required by Paragraph 7.15); and (3) notify Owner and Engineer (and promptly thereafter confirm such notice in writing). Owner shall promptly consult with Engineer concerning the necessity for Owner to retain a qualified expert to evaluate such condition or take corrective action, if any. Promptly after consulting with Engineer, Owner shall take such actions as are necessary to permit Owner to timely obtain required permits and provide Contractor the written notice required by Paragraph 5.06.F. If Contractor or anyone for whom Contractor is responsible created the Hazardous Environmental Condition in question, then Owner may remove and remediate the Hazardous Environmental Condition, and deduct all costs incurred from the contract balance or if no contract balance, may file a claim for costs.
- D. Contractor shall not resume Work in connection with such Hazardous Environmental Condition or in any affected area until after Owner has obtained any required permits related thereto, and delivered written notice to Contractor either (1) specifying that such condition and any affected area is or has been rendered safe for the resumption of Work, or (2) specifying any special conditions under which such Work may be resumed safely.
- E. If Owner and Contractor cannot agree as to entitlement to or on the amount or extent, if any, of any adjustment in Contract Price or Contract Times, or both, as a result of such Work stoppage or such special conditions under which Work is agreed to be resumed by Contractor, then within 30 days of Owner's written notice regarding the resumption of Work, Contractor may submit a Change Proposal, or Owner may impose a set-off.
- F. If after receipt of such written notice Contractor does not agree to resume such Work based on a reasonable belief it is unsafe, or does not agree to resume such Work under such special conditions, then Owner may order the portion of the Work that is in the area affected by such condition to be deleted from the Work, following the contractual change procedures in Article 11. Owner may have such deleted portion of the Work performed by Owner's own forces or others in accordance with Article 8.
- G. TO THE FULLEST EXTENT PERMITTED BY LAWS AND REGULATIONS, CONTRACTOR SHALL INDEMNIFY AND HOLD HARMLESS OWNER AND ITS OFFICERS, DIRECTORS, MEMBERS, PARTNERS, EMPLOYEES, AGENTS, AND CONSULTANTS FROM AND AGAINST ALL CLAIMS, COSTS, LOSSES, AND DAMAGES (INCLUDING BUT NOT LIMITED TO ALL FEES AND CHARGES OF ENGINEERS, ARCHITECTS, ATTORNEYS, AND OTHER PROFESSIONALS AND ALL COURT OR ARBITRATION OR OTHER DISPUTE RESOLUTION COSTS) ARISING OUT OF OR RELATING TO THE

FAILURE TO CONTROL, CONTAIN, OR REMOVE A CONSTITUENT OF CONCERN BROUGHT TO THE SITE BY CONTRACTOR OR BY ANYONE FOR WHOM CONTRACTOR IS RESPONSIBLE, OR TO A HAZARDOUS ENVIRONMENTAL CONDITION CREATED BY CONTRACTOR OR BY ANYONE FOR WHOM CONTRACTOR IS RESPONSIBLE.

- H. The provisions of Paragraphs 5.03, 5.04, and 5.05 do not apply to the presence of Constituents of Concern or to a Hazardous Environmental Condition uncovered or revealed at the Site.

ARTICLE 6 – BONDS AND INSURANCE

6.01 *Performance, Payment, and Other Bonds*

- A. Contractor shall furnish a performance bond and a payment bond in accordance with chapter 2253 of the Texas Government Code. Contractor shall also furnish such other bonds as are required by other specific provisions of the Contract.
- B. A bond signed by an agent or attorney-in-fact must be accompanied by a certified copy of that individual's authority to bind the surety. The evidence of authority shall show that it is effective on the date the agent or attorney-in-fact signed the accompanying bond.
- C. Contractor shall obtain the required bonds in a form acceptable to Owner. The surety on the bonds must be duly licensed or authorized in the jurisdiction in which the Project is located to issue bonds in the required amounts.
- D. If the surety on a bond furnished by Contractor is declared bankrupt or becomes insolvent, or its right to do business is terminated in Texas, or the surety ceases to meet the requirements above, then Contractor shall promptly notify Owner and Engineer and shall, within 20 days after the event giving rise to such notification, provide bonds from another surety, all of which shall comply with the requirements above.
- E. If Contractor has failed to obtain a required bond, Owner may exclude the Contractor from the Site and exercise Owner's termination rights under Article 16.

6.02 *Insurance—General Provisions*

- A. Owner is self-insured as a municipality of the State of Texas.
- B. Contractor shall provide all insurance with required by Exhibit A to these General Conditions, Owner's Insurance Requirements.

ARTICLE 7 – CONTRACTOR'S RESPONSIBILITIES

7.01 *Supervision and Superintendence*

- A. Contractor shall supervise, inspect, and direct the Work competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the Work in accordance with the Contract Documents. Contractor shall be solely responsible for the means, methods, techniques, sequences, and

procedures of construction, unless the Contract Documents give other specific instructions concerning these matters.

- B. The Contractor shall be responsible for inspection of portions of Work already performed to determine that such portions are in proper condition to receive subsequent Work.
- C. At all times during the progress of the Work, Contractor shall assign a competent resident superintendent who shall not be replaced without written consent of Owner. Such consent shall not be unreasonably withheld.

7.02 *Labor; Working Hours*

- A. Contractor shall provide competent, suitably qualified personnel to survey and lay out the Work and perform construction as required by the Contract Documents. Contractor shall at all times maintain good discipline and order at the Site.
- B. Except as otherwise required for the safety or protection of persons or the Work or property at the Site or adjacent thereto, and except as otherwise stated in the Contract Documents, all Work at the Site shall be performed during regular working hours, Monday through Friday. Contractor will not perform Work on a Saturday, Sunday, or any legal holiday. Contractor may perform Work outside regular working hours or on Saturdays, Sundays, or legal holidays only with Owner's written consent, which will not be unreasonably withheld.
- C. Prevailing Wages must be paid to all laborers on the Project. Contractor shall provide and pay for labor in accordance with the prevailing wage in the locality and shall not pay less than the prevailing wage. The City of El Paso has performed and requires the use of its Wage Rate Determination. Such wage rate determination is available to Contractor and shall be the basis of any bids and payments to labor for the Project. If the Project involves federal funding, the Contractor is required to pay the higher wage as between the El Paso wage rate determination and the rates published by the U.S. Department of Labor pursuant to the Davis-Bacon Act.
- D. Certified payrolls demonstrating compliance with the prevailing wage requirements shall be maintained by the Contractor and all Subcontractors performing the Work. The Contractor is required to submit to the Owner a copy of all certified payrolls for any pay period with each Pay Application. Pursuant to Chapter 2258, Texas Government Codes, the Contractor shall forfeit as a penalty to the City of El Paso sixty dollars (\$60.00) for each laborer, workman or mechanic employed, for each calendar day, or portion thereof such laborer, workman or mechanic is paid less than the said stipulated rates for any work done under this contract, by him, or by any subcontractor under him. Furthermore, failure to provide certified payrolls may be grounds for withholding of funds and default as provided in sections 15.01 and 15.06 herein.

7.03 *Services, Materials, and Equipment*

- A. Unless otherwise specified in the Contract Documents, Contractor shall provide and assume full responsibility for all services, materials, equipment, labor, transportation, construction equipment and machinery, tools, appliances, fuel, power, light, heat, telephone, water, sanitary facilities, temporary facilities, and all other facilities and

incidentals necessary for the performance, testing, start up, and completion of the Work, whether or not such items are specifically called for in the Contract Documents.

- B. All materials and equipment incorporated into the Work shall be of good quality and new, except as otherwise provided in the Contract Documents. All special warranties and guarantees required by the Specifications shall expressly run to the benefit of Owner. If required by Engineer or Owner, Contractor shall furnish satisfactory evidence (including reports of required tests) as to the source, kind, and quality of materials and equipment.
- C. All materials and equipment shall be stored, applied, installed, connected, erected, protected, used, cleaned, and conditioned in accordance with instructions of the applicable Supplier, except as otherwise may be provided in the Contract Documents.

7.04 “Or Equals”

- A. Whenever an item of material or equipment is specified or described in the Contract Documents by using the name of a proprietary item or the name of a particular Supplier, the Contract Price has been based upon Contractor furnishing such item as specified. The specification or description of such an item is intended to establish the type, function, appearance, and quality required. Unless the specification or description contains or is followed by words reading that no like, equivalent, or “or equal” item is permitted, Contractor may request that Engineer recommend the use of other items of material or equipment, or items from other proposed suppliers under the circumstances described below and subject to written approval by Owner.
 - 1. If Engineer in its discretion determines that an item of material or equipment proposed by Contractor is functionally equal to that named and sufficiently similar so that no change in related Work will be required, and provided Owner has authorized such determination, Engineer shall deem it an “or equal” item. For the purposes of this paragraph, a proposed item of material or equipment will be considered functionally equal to an item so named if:
 - a. in the exercise of reasonable judgment Engineer determines that:
 - 1) it is at least equal in materials of construction, quality, durability, appearance, strength, and design characteristics;
 - 2) it will reliably perform at least equally well the function and achieve the results imposed by the design concept of the completed Project as a functioning whole;
 - 3) it has a proven record of performance and availability of responsive service; and
 - 4) it is not objectionable to Owner.
 - b. Contractor certifies that, if approved and incorporated into the Work:
 - 1) there will be no increase in cost to the Owner or increase in Contract Times; and
 - 2) it will conform substantially to the detailed requirements of the item named in the Contract Documents.
- B. *Contractor’s Expense.* Contractor shall provide all data in support of any proposed “or equal” item at Contractor’s expense.

- C. *Engineer's Evaluation and Determination:* Engineer will be allowed a reasonable time to evaluate each "or-equal" request. Engineer may require Contractor to furnish additional data about the proposed "or-equal" item. Engineer will be the judge of acceptability, subject to Owner's approval. No "or-equal" item will be ordered, furnished, installed, or utilized until Engineer's review is complete and Engineer determines that the proposed item is an "or-equal", which will be evidenced by an approved Shop Drawing or other written communication. Engineer will advise Contractor in writing of any negative determination. Use of an unapproved "or-equal" item will render such Work defective and will be subject to Article 14 provisions.
- D. *Effect of Engineer's Determination:* Neither approval nor denial of an "or-equal" request shall result in any change in Contract Price. The Engineer's denial of an "or-equal" request shall be final and binding, and may not be reversed through an appeal under any provision of the Contract Documents.
- E. *Treatment as a Substitution Request:* If Engineer determines that an item of material or equipment proposed by Contractor does not qualify as an "or-equal" item, Contractor may request that Engineer considered the proposed item as a substitute pursuant to Paragraph 7.05.

7.05 *Substitutes*

- A. Unless the specification or description of an item of material or equipment required to be furnished under the Contract Documents contains or is followed by words reading that no substitution is permitted, Contractor may request that Engineer, with Owner's approval, authorize the use of other items of material or equipment under the circumstances described below. To the extent possible such requests shall be made before commencement of related construction at the Site.
 - 1. Contractor shall submit sufficient information as provided below to allow Engineer to determine if the item of material or equipment proposed is functionally equivalent to that named and an acceptable substitute therefor. Engineer will not accept requests for review of proposed substitute items of material or equipment from anyone other than Contractor.
 - 2. The requirements for review by Engineer will be as set forth in Paragraph 7.05.B, as supplemented by the Specifications, and as Engineer may decide is appropriate under the circumstances.
 - 3. Contractor shall make written application to Engineer for review of a proposed substitute item of material or equipment that Contractor seeks to furnish or use. The application:
 - a. shall certify that the proposed substitute item will:
 - 1) perform adequately the functions and achieve the results called for by the general design,
 - 2) be similar in substance to that specified, and
 - 3) be suited to the same use as that specified.
 - b. will state:
 - 1) the extent, if any, to which the use of the proposed substitute item will necessitate a change in Contract Times,
 - 2) whether use of the proposed substitute item in the Work will require a change in any of the Contract Documents (or in the provisions of any other

- direct contract with Owner for other work on the Project) to adapt the design to the proposed substitute item, and
 - 3) whether incorporation or use of the proposed substitute item in connection with the Work is subject to payment of any license fee or royalty.
 - c. will identify:
 - 1) all variations of the proposed substitute item from that specified, and
 - 2) available engineering, sales, maintenance, repair, and replacement services.
 - d. shall contain an itemized estimate of all costs or credits that will result directly or indirectly from use of such substitute item, including but not limited to changes in Contract Price, shared savings, costs of redesign, and claims of other contractors affected by any resulting change.
- B. *Engineer's Evaluation and Determination*: Engineer will be allowed a reasonable time to evaluate each substitute request, and to obtain comments and direction from Owner. Engineer will be the judge of acceptability. Subject to Owner's approval, no substitute will be ordered, furnished, installed, or utilized until Engineer's review is complete and Engineer determines that the proposed item is an acceptable substitute. Engineer's determination will be evidenced by a Field Order or a proposed Change Order accounting for the substitution itself and all related impacts, including changes in Contract Price or Contract Times. Engineer will advise Contractor in writing of any negative determination.
- C. *Special Guarantee*: Owner may require Contractor to furnish at Contractor's expense a special performance guarantee or other surety with respect to any substitute.
- D. *Contractor's Expense*: Contractor shall provide all data in support of any proposed substitute at Contractor's expense.
- E. *Effect of Engineer's Determination*: If Engineer and Owner approve the substitution request, Contractor shall execute the proposed Change Order and proceed with the substitution. The Engineer's denial of a substitution request shall be final and binding, and may not be reversed through an appeal under any provision of the Contract Documents.

7.06 *Concerning Subcontractors, Suppliers, and Others*

- A. Prior to entry into any binding subcontract or purchase order, Contractor shall submit to Owner the identity of the proposed Subcontractor or Supplier (unless Owner has already deemed such proposed Subcontractor or Supplier acceptable, during the bidding process or otherwise). Such proposed Subcontractor or Supplier shall be deemed acceptable to Owner unless Owner raises a substantive, reasonable objection within five days.
- B. No acceptance by Owner of any such Subcontractor, Supplier, or other individual or entity, whether initially or as a replacement, shall constitute a waiver of the right of Owner to the completion of the Work in accordance with the Contract Documents.
- C. On a monthly basis Contractor shall submit to Engineer a complete list of all Subcontractors and Suppliers having a direct contract with Contractor, and of all other Subcontractors and Suppliers known to Contractor at the time of submittal.
- D. Contractor shall be fully responsible to Owner and Engineer for all acts and omissions of the Subcontractors, Suppliers, and other individuals or entities performing or furnishing any of the Work just as Contractor is responsible for Contractor's own acts and omissions.

- E. Contractor shall be solely responsible for scheduling and coordinating the work of Subcontractors, Suppliers, and all other individuals or entities performing or furnishing any of the Work.
- F. Contractor shall restrict all Subcontractors, Suppliers, and such other individuals or entities performing or furnishing any of the Work from communicating with Engineer or Owner, except through Contractor or in case of an emergency, or as otherwise expressly allowed herein.
- G. The divisions and sections of the Specifications and the identifications of any Drawings shall not control Contractor in dividing the Work among Subcontractors or Suppliers or delineating the Work to be performed by any specific trade.
- H. All Work performed for Contractor by a Subcontractor or Supplier shall be pursuant to an appropriate contractual agreement that specifically binds the Subcontractor or Supplier to the applicable terms and conditions of the Contract Documents for the benefit of Owner.
- I. Owner may furnish to any Subcontractor or Supplier, to the extent practicable, information about amounts paid to Contractor on account of Work performed for Contractor by the particular Subcontractor or Supplier.

7.07 *Patent Fees and Royalties*

- A. Contractor shall pay all license fees and royalties and assume all costs incident to the use in the performance of the Work or the incorporation in the Work of any invention, design, process, product, or device which is the subject of patent rights or copyrights held by others. If a particular invention, design, process, product, or device is specified in the Contract Documents for use in the performance of the Work and if, to the actual knowledge of Owner or Engineer, its use is subject to patent rights or copyrights calling for the payment of any license fee or royalty to others, the existence of such rights shall be disclosed by Owner in the Contract Documents. However, if the Contractor has reason to believe that the design, process or product required by the Owner is an infringement of a copyright or a patent, the Contractor shall be responsible for such any loss on account thereof, unless such information is promptly furnished to the Owner. If the Owner receives notice from a patent or copyright owner of an alleged violation of a patent or copyright, attributable to the Contractor, the Owner shall give prompt written notice to the Contractor.
- B. TO THE FULLEST EXTENT PERMITTED BY LAWS AND REGULATIONS, CONTRACTOR SHALL INDEMNIFY AND HOLD HARMLESS OWNER, ITS OFFICERS, DIRECTORS, MEMBERS, PARTNERS, EMPLOYEES, AGENTS, AND CONSULTANTS OF EACH AND ANY OF THEM FROM AND AGAINST ALL CLAIMS, COSTS, LOSSES, AND DAMAGES (INCLUDING BUT NOT LIMITED TO ALL FEES AND CHARGES OF ENGINEERS, ARCHITECTS, ATTORNEYS, AND OTHER PROFESSIONALS AND ALL COURT OR ARBITRATION OR OTHER DISPUTE RESOLUTION COSTS) ARISING OUT OF OR RELATING TO ANY INFRINGEMENT OF PATENT RIGHTS OR COPYRIGHTS INCIDENT TO THE USE IN THE PERFORMANCE OF THE WORK OR RESULTING FROM THE INCORPORATION IN THE WORK OF ANY INVENTION, DESIGN, PROCESS, PRODUCT, OR DEVICE NOT

SPECIFIED IN THE CONTRACT DOCUMENTS.

7.08 *Permits*

- A. Unless otherwise provided in the Contract Documents, Contractor shall obtain and pay for all construction permits, licenses, fees, and inspections by government agencies, necessary for proper execution of the Work and Substantial Completion of the Project.

7.09 *Taxes*

- A. The Owner enjoys tax-exempt status as a municipality. To enjoy the cost-savings benefits of its tax-exempt status, the Owner will provide a Tax Exemption Certificate to the Contractor for use on the Project. The Contractor shall use that certificate to exempt any purchases made for the Work from taxes. All savings for the tax-exempt status will be passed on to the Owner by the Contractor. The Contractor agrees to bind all Subcontractors of any tier to the obligation to present and use the Tax Exemption Certificate and pass all savings to the Owner.

7.10 *Laws and Regulations*

- A. Contractor shall give all notices required by and shall comply with all Laws and Regulations applicable to the performance of the Work. Except where otherwise expressly required by applicable Laws and Regulations, neither Owner nor Engineer shall be responsible for monitoring Contractor's compliance with any Laws or Regulations.
- B. If Contractor performs any Work or takes any other action knowing or having reason to know that it is contrary to Laws or Regulations, Contractor shall bear all resulting costs and losses. However, Contractor has no responsibility or liability for determining whether the Work as described in the Contract Documents complies with applicable Laws or Regulations.

7.11 *Record Documents*

- A. Contractor shall maintain in a safe place at the Site one printed record copy of all Drawings, Specifications, Schedules, O&Ms (Operations and Maintenance manuals), Addenda, Change Orders, Work Change Directives, Field Orders, written interpretations and clarifications, and approved Shop Drawings and submittals. Contractor shall keep such record documents in good order and annotate them to show changes made during construction. These record documents, together with all approved Samples, will be available to Engineer and Owner for reference. Upon completion of the Work, Contractor shall deliver these record documents to Owner. Delivery of a complete set of record documents to Owner is a condition precedent to Final Completion.

7.12 *Safety and Protection*

- A. Contractor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the Work. Contractor shall comply with all Laws and Regulations regarding safety and shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury, or loss to:
 - 1. all persons on the Site or who may be affected by the Work;
 - 2. all the Work and materials and equipment to be incorporated therein, whether in storage on or off the Site; and
 - 3. other property at the Site or adjacent thereto, including trees, shrubs, lawns, walks,

pavements, roadways, structures, other work in progress, utilities, and Underground Facilities not designated for removal, relocation, or replacement in the course of construction.

- B. Contractor shall notify Owner; the owners of adjacent property, Underground Facilities, and other utilities; and other contractors and utility owners performing work at or adjacent to the Site, when prosecution of the Work may affect them, and shall cooperate with them in the protection, removal, relocation, and replacement of their property or work in progress.
- C. Contractor shall comply with the applicable requirements of Owner's safety programs, if any.
- D. Contractor shall inform Owner and Engineer of the specific requirements of Contractor's safety program with which Owner's and Engineer's employees and representatives must comply while at the Site.
- E. All damage, injury, or loss to any property referred to in Paragraph 7.12.A.2 or 7.12.A.3 caused, directly or indirectly, in whole or in part, by Contractor, any Subcontractor, Supplier, or any other individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable, shall be remedied by Contractor at its expense (except damage or loss attributable to the fault of Drawings or Specifications or to the acts or omissions of Owner or Engineer or anyone employed by any of them, or anyone for whose acts any of them may be liable, and not attributable, directly or indirectly, in whole or in part, to the fault or negligence of Contractor or any Subcontractor, Supplier, or other individual or entity directly or indirectly employed by any of them).
- F. Contractor's duties and responsibilities for safety and protection shall continue until such time as all the Work is completed and Engineer has issued a notice to Owner and Contractor in accordance with Paragraph 15.06.B that the Work is acceptable (except as otherwise expressly provided in connection with Substantial Completion).
- G. Contractor's duties and responsibilities for safety and protection shall resume whenever Contractor or any Subcontractor or Supplier returns to the Site to fulfill warranty or correction obligations, or to conduct other tasks arising from the Contract Documents.

7.13 *Safety Representative*

- A. Contractor shall designate a qualified and experienced safety representative at the Site whose duties and responsibilities shall be the prevention of accidents and the maintaining and supervising of safety precautions and programs.

7.14 *Hazard Communication Programs*

- A. Contractor shall be responsible for coordinating any exchange of material safety data sheets or other hazard communication information required to be made available to or exchanged between or among employers at the Site in accordance with Laws or Regulations.

7.15 *Emergencies*

- A. In emergencies affecting the safety or protection of persons or the Work or property at the Site or adjacent thereto, Contractor is obligated to act to prevent threatened damage, injury, or loss. Contractor shall give Owner prompt written notice if Contractor believes that any significant changes in the Work or variations from the Contract Documents have been caused thereby or are required as a result thereof. Upon recommendation provided by Engineer, if Owner determines that a change in the Contract Documents is required because of the action taken by Contractor in response to such an emergency, a Work Change Directive or Change Order will be issued.
- B. In the event there is an accident involving injury to any individual on or near the Work, the Contractor shall notify Owner's Representative within twenty-four (24) hours of the event and shall be responsible for recording the location of the event and the circumstances surrounding the event through photographs, interviewing witnesses, obtaining medical reports and other documentation that describes the event. Copies of such documentation shall be provided to Owner, for the Owner's and Engineer's records, within forty-eight (48) hours of the event. Nothing in this section will relieve Contractor of its obligations and responsibilities with respect to an injury under any state and federal laws and regulations.

7.16 *Shop Drawings, Samples, and Other Submittals*

- A. *Shop Drawing and Sample Submittal Requirements:*
 - 1. Before submitting a Shop Drawing or Sample, Contractor shall have:
 - a. reviewed and coordinated the Shop Drawing or Sample with other Shop Drawings and Samples and with the requirements of the Work and the Contract Documents;
 - b. determined and verified all field measurements, quantities, dimensions, specified performance and design criteria, installation requirements, materials, catalog numbers, and similar information with respect thereto;
 - c. determined and verified the suitability of all materials and equipment offered with respect to the indicated application, fabrication, shipping, handling, storage, assembly, and installation pertaining to the performance of the Work; and
 - d. determined and verified all information relative to Contractor's responsibilities for means, methods, techniques, sequences, and procedures of construction, and safety precautions and programs incident thereto.
 - 2. Each submittal shall bear a stamp or specific written certification that Contractor has satisfied Contractor's obligations under the Contract Documents with respect to Contractor's review of that submittal, and that Contractor approves the submittal.
 - 3. With each submittal, Contractor shall give Engineer specific written notice of any variations that the Shop Drawing or Sample may have from the requirements of the Contract Documents. This notice shall be set forth in a written communication separate from the Shop Drawings or Sample submittal; and, in addition, in the case of Shop Drawings by a specific notation made on each Shop Drawing submitted to Engineer for review and approval of each such variation.

- B. *Submittal Procedures for Shop Drawings and Samples:* Contractor shall submit Shop Drawings and Samples to Engineer for review and Owner's approval in accordance with the accepted Schedule of Submittals. Each submittal will be identified as Engineer may require.
1. *Shop Drawings:*
 - a. Contractor shall submit the number of copies required in the Specifications.
 - b. Data shown on the Shop Drawings will be complete with respect to quantities, dimensions, specified performance and design criteria, materials, and similar data to show Engineer the services, materials, and equipment Contractor proposes to provide and to enable Engineer to review the information for the limited purposes required by Paragraph 7.16.D.
 2. *Samples:*
 - c. Contractor shall submit the number of Samples required in the Specifications.
 - d. Contractor shall clearly identify each Sample as to material, Supplier, pertinent data such as catalog numbers, the use for which intended and other data as Engineer may require to enable Engineer to review the submittal for the limited purposes required by Paragraph 7.16.D.
 3. Where a Shop Drawing or Sample is required by the Contract Documents or the Schedule of Submittals, any related Work performed prior to Engineer's and Owner's review and approval of the pertinent submittal will be at the sole expense and responsibility of Contractor.
- C. *Other Submittals:* Contractor shall submit other submittals to Engineer in accordance with the accepted Schedule of Submittals, and pursuant to the applicable terms of the Specifications.
- D. *Engineer's Review:*
1. Engineer will provide timely review of Shop Drawings and Samples in accordance with the Schedule of Submittals acceptable to Engineer and Owner. Engineer's review and approval will be only to determine if the items covered by the submittals will, after installation or incorporation in the Work, conform to the information given in the Contract Documents and be compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents.
 2. Engineer's and Owner's review and approval of a Shop Drawing or Sample shall not relieve Contractor from responsibility for any variation from the requirements of the Contract Documents unless Contractor has complied with the requirements of Paragraph 7.16.A.3 and Engineer has given written approval of each such variation by specific written notation thereof incorporated in or accompanying the Shop Drawing or Sample. Engineer will document any such approved variation from the requirements of the Contract Documents in a Field Order.
 3. Engineer's review and approval of a Shop Drawing or Sample, or of a variation from the requirements of the Contract Documents, shall not, under any circumstances, change the Contract Times or Contract Price, unless such changes are included in a Change Order.
 4. Neither Engineer's receipt, review, acceptance or approval of a Shop Drawing, Sample, or other submittal shall result in such item becoming a Contract Document.

5. Contractor shall perform the Work in compliance with the requirements and commitments set forth in approved Shop Drawings and Samples, subject to the provisions of Paragraph 7.16.D.4.

E. *Resubmittal Procedures:*

1. Contractor shall make corrections required by Engineer or Owner and shall return the required number of corrected copies of Shop Drawings and submit, as required, new Samples for review and approval. Contractor shall direct specific attention in writing to revisions other than the corrections called for by Engineer on previous submittals.
2. Contractor shall furnish required submittals with sufficient information and accuracy to obtain required approval of an item with no more than three submittals. Engineer will record Engineer's time for reviewing a fourth or subsequent submittal of a Shop Drawings, sample, or other item requiring approval, and Contractor shall be responsible for Engineer's charges to Owner for such time. Owner may impose a set-off against payments due to Contractor to secure reimbursement for such charges.
3. If Contractor requests a change of a previously approved submittal item, Contractor shall be responsible for Engineer's charges to Owner for its review time, and Owner may impose a set-off against payments due to Contractor to secure reimbursement for such charges, unless the need for such change is beyond the control of Contractor.

7.17 *Contractor's General Warranty and Guarantee*

- A. The Contractor warrants to the Owner that materials and equipment furnished under the Contract will be of good quality and new unless the Contract Documents require or permit otherwise. The Contractor further warrants that the Work will conform to the requirements of the Contract Documents and will be free from defects, except for those inherent in the quality of the Work the Contract Documents require or permit. Work, materials, or equipment not conforming to these requirements may be considered defective. The Contractor's warranty excludes remedy for damage or defect caused by abuse, alterations to the Work not executed by the Contractor, improper or insufficient maintenance, improper operation, or normal wear and tear and normal usage. If required by the Owner, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment.
- B. The Contractor warrants and guarantees for one (1) year from Final Completion, or for a longer period if expressly stated in the Contract Documents, the Work. This includes a Warranty and Guarantee against any and all defects. The Contractor must correct any and all defects in material and/or workmanship which may appear during the Warranty and Guarantee period, or any defects that occur within one (1) year of Final Completion even if discovered more than one (1) year after Final Completion, by repairing (or replacing with new items or new materials, if necessary) any such defect at no cost to the Owner, within a reasonable period of time, and to the Owner's satisfaction.
- C. Contractor's warranty and guarantee hereunder excludes defects or damage caused by:
 1. abuse, modification, or improper maintenance or operation by persons other than

Contractor, Subcontractors, Suppliers, or any other individual or entity for whom Contractor is responsible; or

2. normal wear and tear under normal usage.
- D. Contractor's obligation to perform and complete the Work in accordance with the Contract Documents shall be absolute. None of the following will constitute an acceptance of Work that is not in accordance with the Contract Documents or a release of Contractor's obligation to perform the Work in accordance with the Contract Documents:
1. observations by Engineer;
 2. recommendation by Engineer or payment by Owner of any progress or final payment;
 3. the issuance of a certificate of Substantial Completion by Engineer or any payment related thereto by Owner;
 4. use or occupancy of the Work or any part thereof by Owner;
 5. any review and approval of a Shop Drawing or Sample submittal;
 6. the issuance of a notice of acceptability by Engineer;
 7. any inspection, test, or approval by others; or
 8. any correction of defective Work by Owner.
- E. The Design-Builder must furnish all special warranties required by the Design-Build Documents to the Owner no later than Final Completion. The Owner may require additional special warranties in connection with the approval of "Or-Equals" or Substitutions, Allowance items, Work which is defective or nonconforming, or the acceptance of nonconforming Work.
- F. The one-year period for correction of Work shall be extended with respect to portions of Work first performed after Substantial Completion by the period of time between Substantial Completion and the actual completion of that portion of the Work.
- G. The Contractor shall remove from the site portions of the Work that are not in accordance with the requirements of the Contract Documents and are neither corrected by the Contractor nor accepted by the Owner.
- H. The Contractor shall bear the cost of correcting destroyed or damaged construction of the Owner or separate contractors, whether completed or partially completed, caused by the Contractor's correction or removal of Work that is not in accordance with the requirements of the Contract Documents.
- I. Nothing contained in this section shall be construed to establish a period of limitation with respect to other obligations the Contractor has under the Contract Documents. Establishment of the one-year period for correction of Work as described in this Section relates only to the specific obligation of the Contractor to correct the Work, pursuant to the warranties provided, and has no relationship to the time within which the obligation to comply with the Contract Documents may be sought to be enforced, nor to the time within which proceedings may be commenced to establish the Contractor's liability with respect to the Contractor's obligations other than specifically to correct the Work.

7.18 *Indemnification*

- A. TO THE FULLEST EXTENT PERMITTED BY LAW, AND IN ADDITION TO ANY OTHER OBLIGATIONS OF CONTRACTOR UNDER THE CONTRACT OR OTHERWISE, CONTRACTOR SHALL INDEMNIFY, DEFEND, AND HOLD HARMLESS OWNER, ITS OFFICERS, DIRECTORS, MEMBERS, PARTNERS, EMPLOYEES, AGENTS, AND CONSULTANTS FROM AND AGAINST ALL CLAIMS, COSTS, LOSSES, AND DAMAGES (INCLUDING BUT NOT LIMITED TO ALL FEES AND CHARGES OF ENGINEERS, ARCHITECTS, ATTORNEYS, AND OTHER PROFESSIONALS AND ALL COURT OR ARBITRATION OR OTHER DISPUTE RESOLUTION COSTS) ARISING OUT OF OR RELATING TO THE PERFORMANCE OF THE WORK, EVEN WHERE 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), INCLUDING THE LOSS OF USE RESULTING FROM THE NEGLIGENCE OR ALLEGATIONS OF NEGLIGENCE ON THE PART OF THE CITY, ITS OFFICERS, AGENTS, OR EMPLOYEES AND BY ANY NEGLIGENT ACT OR OMISSION OF CONTRACTOR, ANY DESIGN CONSULTANT, ANY SUBCONTRACTOR, ANY SUPPLIER, OR ANY INDIVIDUAL OR ENTITY DIRECTLY OR INDIRECTLY EMPLOYED BY ANY OF THEM TO PERFORM ANY OF THE WORK OR ANYONE FOR WHOSE ACTS ANY OF THEM MAY BE LIABLE.
- B. CONTRACTOR SHALL DEFEND ANY ACTION OR PROCEEDING BROUGHT AGAINST OWNER BASED ON ANY CLAIM THAT THE WORK, OR ANY PART THEREOF, OR THE OPERATION OR USE OF THE WORK OR ANY PART THEREOF, CONSTITUTES INFRINGEMENT OF ANY PATENT (ENFORCEABLE IN THE UNITED STATES), COPYRIGHT, TRADEMARK, TRADE SECRET OR OTHER INTELLECTUAL PROPERTY RIGHT NOW OR HEREFTER ISSUED ("IP RIGHT"). CONTRACTOR SHALL INDEMNIFY AND HOLD HARMLESS OWNER FROM AND AGAINST ALL DAMAGES AND COSTS, INCLUDING BUT NOT LIMITED TO ATTORNEYS' FEES AND EXPENSES AWARDED AGAINST OWNER OR CONTRACTOR IN ANY SUCH ACTION OR PROCEEDING. CONTRACTOR AGREES TO KEEP OWNER INFORMED OF ALL DEVELOPMENTS IN THE DEFENSE OF SUCH ACTIONS.
- C. IF OWNER IS ENJOINED FROM THE OPERATION OR USE OF THE WORK, OR ANY PART THEREOF, AS THE RESULT OF ANY IP RIGHT SUIT, CLAIM, OR PROCEEDING, CONTRACTOR SHALL AT ITS SOLE EXPENSE TAKE REASONABLE STEPS TO PROCURE THE RIGHT TO OPERATE OR USE THE WORK WITH DUE CONSIDERATION OF THE MINIMIZING THE IMPACT ON OWNER'S OPERATIONS AND THE COST THEREOF. IF CONTRACTOR CANNOT SO PROCURE SUCH RIGHT WITHIN A REASONABLE TIME, CONTRACTOR SHALL PROMPTLY, AT CONTRACTOR'S OPTION AND AT CONTRACTOR'S EXPENSE, (I) MODIFY THE WORK SO AS TO AVOID INFRINGEMENT OF ANY SUCH IP RIGHT OR (II) REPLACE SAID WORK WITH WORK THAT DOES NOT INFRINGE OR VIOLATE ANY SUCH IP RIGHT.
- D. PROVIDED THAT OWNER IS NOT IN BREACH OF ITS CONTRACTUAL OBLIGATION TO MAKE PAYMENTS TO CONTRACTOR FOR UNDISPUTED

AMOUNTS, CONTRACTOR SHALL INDEMNIFY, DEFEND AND HOLD HARMLESS OWNER FROM ANY CLAIMS BROUGHT AGAINST OWNER OR AGAINST THE PROJECT AS A RESULT OF THE FAILURE OF CONTRACTOR, OR THOSE FOR WHOSE ACTS IT IS RESPONSIBLE, TO PAY FOR ANY SERVICES, MATERIALS, LABOR, EQUIPMENT, TAXES OR OTHER ITEMS OR OBLIGATIONS FURNISHED OR INCURRED FOR OR IN CONNECTION WITH THE WORK. WITHIN THREE (3) DAYS OF RECEIVING WRITTEN NOTICE FROM OWNER THAT SUCH A CLAIM HAS BEEN FILED, CONTRACTOR SHALL COMMENCE TO TAKE THE STEPS NECESSARY TO DISCHARGE SAID CLAIM, INCLUDING, IF NECESSARY, THE FURNISHING OF A PAYMENT BOND. IF CONTRACTOR FAILS TO DO SO, OWNER WILL HAVE THE RIGHT TO DISCHARGE THE CLAIM AND HOLD CONTRACTOR LIABLE FOR COSTS AND EXPENSES INCURRED, INCLUDING ATTORNEYS' FEES.

7.19 *Delegation of Professional Design Services*

- A. Contractor will be required to provide all professional design services unless such services in accordance with the Agreement, the Contract Documents or unless such services are required to carry out Contractor's responsibilities for construction means, methods, techniques, sequences and procedures. Contractor shall not be required to provide professional services in violation of applicable Laws and Regulations.
- B. If professional design services or certifications by a design professional related to systems, materials, or equipment are specifically required of Contractor by the Contract Documents, Owner and Engineer will specify all performance and design criteria that such services must satisfy. Contractor shall cause such services or certifications to be provided by a properly licensed professional, whose signature and seal shall appear on all drawings, calculations, specifications, certifications, and other submittals prepared by such professional. Shop Drawings and other submittals related to the Work designed or certified by such professional, if prepared by others, shall bear such professional's written approval when submitted to Engineer.
- C. Owner shall be entitled to rely upon the adequacy, accuracy, and completeness of the services, certifications, or approvals performed by such design professionals, provided Owner and Engineer have specified to Contractor all performance and design criteria that such services must satisfy.
- D. Pursuant to this paragraph, Engineer's and Owner's review and approval of design calculations and design drawings will be only for the limited purpose of checking for conformance with performance and design criteria given and the design concept expressed in the Contract Documents. Engineer's and Owner's review and approval of Shop Drawings and other submittals (except design calculations and design drawings) will be only for the purpose stated in Paragraph 7.16.D.1.

7.20 *Contractor's Payment Obligations*

- A. Contractor shall pay each Design Consultant, Subcontractor, and other person or entity providing services or work for the Contractor no later than the time period required by chapter 2251 of the Texas Government Code, and in accordance with its contractual obligations to such parties, all the amounts Contractor has received from Owner on account of their work. Contractor will impose similar requirements on Design

Consultants and Subcontractors to pay those parties with whom they have contracted.

ARTICLE 8 – OTHER WORK AT THE SITE

8.01 *Other Work*

- A. In addition to and apart from the Work under the Contract Documents, the Owner may perform other work at or adjacent to the Site. Such other work may be performed by Owner's employees, or through contracts between the Owner and third parties. Owner may also arrange to have third-party utility owners perform work on their utilities and facilities at or adjacent to the Site.
- B. If Owner performs other work at or adjacent to the Site, then Owner shall give Contractor written notice thereof prior to starting any such other work. If Owner has advance information regarding the start of any utility work at or adjacent to the Site, Owner shall provide such information to Contractor.
- C. Contractor shall afford each other contractor that performs such other work, each utility owner performing other work, and Owner, if Owner is performing other work with Owner's employees, proper and safe access to the Site, and provide a reasonable opportunity for the introduction and storage of materials and equipment and the execution of such other work. Contractor shall do all cutting, fitting, and patching of the Work that may be required to properly connect or otherwise make its several parts come together and properly integrate with such other work. Contractor shall not endanger any work of others by cutting, excavating, or otherwise altering such work; provided, however, that Contractor may cut or alter others' work with the written consent of Engineer and the others whose work will be affected.
- D. If the proper execution or results of any part of Contractor's Work depends upon work performed by others under this Article 8, Contractor shall inspect such other work and promptly report to Engineer and Owner in writing any delays, defects, or deficiencies in such other work that render it unavailable or unsuitable for the proper execution and results of Contractor's Work. Contractor's failure to so report will constitute an acceptance of such other work as fit and proper for integration with Contractor's Work except for latent defects and deficiencies in such other work.

8.02 *Coordination*

- A. If Owner intends to contract with others for the performance of other work at or adjacent to the Site, to perform other work at or adjacent to the Site with Owner's employees, or to arrange to have utility owners perform work at or adjacent to the Site, the Owner must provide written notice to the Contractor of additional work that includes the scope of the work, general location, time-frame, and the identity of the party(ies) performing the work. Additionally, the Owner must provide or have provided to Contractor prior to the start of any such other work:
 - 1. the identity of the individual or entity that will have authority and responsibility on behalf of the Owner to address coordination of the activities among the various contractors;

2. an itemization of the specific matters to be covered by such authority and responsibility; and
 3. the extent of such authority and responsibilities.
- B. Unless otherwise provided in writing, the Contractor shall have responsibility for coordination among other parties at and adjacent to the Project Site. The Contractor shall ensure through such coordination that neither its Work, nor any other parties' work is delayed or impeded because of a lack of such coordination.

8.03 *Legal Relationships*

- A. If, in the course of performing other work at or adjacent to the Site for Owner, the Owner's employees, any other contractor working for Owner, or any utility owner causes damage to the Work or to the property of Contractor or its Subcontractors, or delays, disrupts, interferes with, or increases the scope or cost of the performance of the Work, through actions or inaction, then Contractor shall be entitled to an equitable adjustment in the Contract Times. Contractor must submit any Change Proposal seeking an equitable adjustment in the Contract Times under this paragraph within 30 days of the damaging, delaying, disrupting, or interfering event. Contractor's entitlement to an adjustment of the Contract Times is conditioned on such adjustment being essential to Contractor's ability to complete the Work within the Contract Times and the Contractor performing its obligation pursuant to section 8.02.
- B. Contractor shall take reasonable and customary measures to avoid damaging, delaying, disrupting, or interfering with the work of Owner, any other contractor, or any utility owner performing other work at or adjacent to the Site. If Contractor fails to take such measures and as a result damages, delays, disrupts, or interferes with the work of any such other contractor or utility owner, then Owner may impose a set-off against payments due to Contractor.
- C. If Contractor damages, delays, disrupts, or interferes with the work of any other contractor, or any utility owner performing other work at or adjacent to the Site, through Contractor's failure to take reasonable and customary measures to avoid such impacts, or if any claim arising out of Contractor's actions, inactions, or negligence in performance of the Work at or adjacent to the Site is made by any such other contractor or utility owner against Contractor, Owner, or Engineer, then Contractor shall (1) promptly attempt to settle the claim as to all parties through negotiations with such other contractor or utility owner, or otherwise resolve the claim by arbitration or other dispute resolution proceeding or at law, and (2) INDEMNIFY AND HOLD HARMLESS OWNER, ITS OFFICERS, DIRECTORS, MEMBERS, PARTNERS, EMPLOYEES, AGENTS, AND CONSULTANTS FROM AND AGAINST ANY SUCH CLAIMS, AND AGAINST ALL COSTS, LOSSES, AND DAMAGES (INCLUDING BUT NOT LIMITED TO ALL FEES AND CHARGES OF ENGINEERS, ARCHITECTS, ATTORNEYS, AND OTHER PROFESSIONALS AND ALL COURT OR ARBITRATION OR OTHER DISPUTE RESOLUTION COSTS) ARISING OUT OF OR RELATING TO SUCH DAMAGE, DELAY, DISRUPTION, OR INTERFERENCE.

ARTICLE 9 – OWNER’S RESPONSIBILITIES

9.01 *Communications to Contractor*

- A. For all Project and performance of Work matters, Owner will issue communications to Contractor through Engineer. However, Owner may, at its discretion, issue communications related to the Project directly to Contractor. In all such direct communications, Owner will endeavor to copy Engineer.

9.02 *Replacement of Engineer*

- A. Owner may at its discretion appoint an engineer to replace Engineer. The replacement engineer’s status under the Contract Documents shall be that of the former Engineer.

9.03 *Furnish Data*

- A. Owner shall promptly furnish the data required of Owner under the Contract Documents.

9.04 *Pay When Due*

- A. Owner shall make payments to Contractor when they are due in the manner and within the time limits proscribed by chapter 2251 of the Texas Government Code.

9.05 *Lands and Easements; Reports, Tests, and Drawings*

- A. Owner’s duties with respect to providing lands and easements are set forth in Paragraph 5.01.
- B. Owner’s duties with respect to providing engineering surveys to establish reference points are set forth in Paragraph 4.03.

9.06 *Limitations on Owner’s Responsibilities*

- A. The Owner shall not supervise, direct, or have control or authority over, nor be responsible for, Contractor’s means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work. Owner will not be responsible for Contractor’s failure to perform the Work in accordance with the Contract Documents.

9.07 *Evidence of Financial Arrangements*

- A. Within Thirty (30) days of executing the Agreement, Contractor may request, and Owner shall furnish, reasonable evidence that financial arrangements have been made to satisfy Owner’s obligations under the Contract Documents.

9.08 *Safety Programs*

- A. While at the Site, Owner’s employees and representatives shall comply with the specific applicable requirements of Contractor’s safety programs of which Owner has been informed.
- B. Owner shall furnish copies of any applicable Owner safety programs to Contractor.

ARTICLE 10 – ENGINEER’S STATUS DURING CONSTRUCTION

10.01 *Owner’s Representative*

- A. Engineer will act as the Owner’s representative for Project administration during the construction period. Engineer shall not have the authority to bind the Owner as that authority lies with the Owner’s designated representative, but Engineer may communicate on behalf of Owner in all Project matters.

10.02 *Visits to Site*

- A. Engineer will make visits to the Site at intervals appropriate to the various stages of construction as Engineer deems necessary in order to observe as an experienced and qualified design professional the progress that has been made and the quality of the various aspects of Contractor’s executed Work. Based on information obtained during such visits and observations, Engineer, for the benefit of Owner, will determine, in general, if the Work is proceeding in accordance with the Contract Documents. Engineer’s efforts will be directed toward providing for Owner a greater degree of confidence that the completed Work will conform generally to the Contract Documents. On the basis of such visits and observations, Engineer will keep Owner informed of the progress of the Work and will endeavor to guard Owner against defective Work.
- B. Engineer’s visits and observations are subject to all the limitations on Engineer’s authority and responsibility set forth in Paragraph 10.08. Particularly, but without limitation, during or as a result of Engineer’s visits or observations of Contractor’s Work, Engineer will not supervise, direct, control, or have authority over or be responsible for Contractor’s means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work.

10.03 *Project Representative*

- A. If Owner and Engineer have agreed that Engineer will furnish a Resident Project Representative to represent Engineer at the Site and assist Engineer in observing the progress and quality of the Work, then the authority and responsibilities of any such Resident Project Representative will be as provided in this article 10.

10.04 *Rejecting Defective Work*

- A. Engineer has the authority to reject Work in accordance with Article 14, subject to Owner’s approval.

10.05 *Shop Drawings, Change Orders and Payments*

- A. Engineer’s authority, and limitations thereof, as to Shop Drawings and Samples, are set forth in Paragraph 7.16.
- B. Engineer’s authority, and limitations thereof, as to design calculations and design drawings submitted in response to a delegation of professional design services, if any, are set forth in Paragraph 7.19.

- C. Engineer's authority as to Change Orders is set forth in Article 11.
- D. Engineer's authority as to Applications for Payment is set forth in Article 15.

10.06 *Determinations for Unit Price Work*

- A. Engineer will determine the actual quantities and classifications of Unit Price Work performed by Contractor as set forth in Paragraph 13.03.

10.07 *Decisions on Requirements of Contract Documents and Acceptability of Work*

- A. Subject to Owner's approval, Engineer will render decisions regarding the requirements of the Contract Documents, and judge the acceptability of the Work, pursuant to the specific procedures set forth herein for initial interpretations, Change Proposals, and acceptance of the Work. In rendering such decisions and judgments, Engineer will not show partiality to Owner or Contractor.

10.08 *Limitations on Engineer's Authority and Responsibilities*

- A. Engineer's authority, responsibility and actions as Owner's representative shall not give rise to any liability to Contractor. Contractor expressly waives any claims it has against Engineer for the performance of its responsibilities as Owner's representative.
- B. Engineer will not supervise, direct, control, or have authority over or be responsible for Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto.
- C. Engineer's review of the final Application for Payment and accompanying documentation and all maintenance and operating instructions, schedules, guarantees, bonds, certificates of inspection, tests and approvals, and other documentation required to be delivered by Paragraph 15.06.A will only be to determine generally that their content complies with the requirements of, and in the case of certificates of inspections, tests, and approvals, that the results certified indicate compliance with the Contract Documents.
- D. The limitations upon authority and responsibility set forth in this Paragraph 10.08 shall also apply to the Resident Project Representative, if any.

10.09 *Compliance with Safety Program*

- A. While at the Site, Engineer's employees and representatives will comply with the specific applicable requirements of Owner's and Contractor's safety programs (if any) of which Engineer has been informed.

ARTICLE 11 – AMENDING THE CONTRACT DOCUMENTS; CHANGES IN THE WORK

11.01 *Amending and Supplementing Contract Documents*

- A. The Contract Documents may be amended or supplemented by a Change Order, a Work Change Directive, or a Field Order.

1. *Change Orders:*
 - a. A Change Order shall be used to amend or supplement the Contract Documents when the Parties agree to the amendment, supplement, modification to the scope of work, or change in the Contract Price or the Contract Times.
2. *Work Change Directives:* A Work Change Directive may be issued by the Owner if the Parties cannot agree on a Change Order. A Work Change Directive may also be issued if the Parties expect that the change ordered by a Work Change Directive will be incorporated in a subsequently issued Change Order following negotiations by the parties as to the Work Change Directive's effect, if any, on the Contract Price and Contract Times.
 - b. In the event the Owner has issued a Work Change Directive that the Parties subsequently agree shall be incorporated into a Change Order, the Contractor must submit its Change Proposal seeking an adjustment of the Contract Price or the Contract Times, or both, no later than 30 days after the completion of the Work set out in the Work Change Directive.
 - c. Adjustments to the Contract Price for Work performed pursuant to a Work Change Directive issued by the Owner without agreement of the Parties shall be governed by the provisions in section 11.04.
 - d. Upon receipt of a Change Directive, Contractor shall promptly proceed with the change in the Work involved.
3. *Field Orders:* Owner or Engineer (with Owner's approval) may authorize minor changes in the Work if the changes do not involve an adjustment in the Contract Price or the Contract Times and are compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents. Such changes will be accomplished by a Field Order and will be binding on Owner and also on Contractor, which shall perform the Work involved promptly. If Contractor believes that a Field Order justifies an adjustment in the Contract Price or Contract Times, or both, then before proceeding with the Work at issue, Contractor shall submit a Change Proposal as provided herein. Provided the Design-Build project delivery method is being used, subject to Owner's prior written approval, Contractor may make minor changes in the Work consistent with the intent of the Contract Documents, provided, however that Contractor shall promptly inform Owner and Engineer, in writing, of any such changes and record such changes on the documents maintained by Contractor.

11.02 *Owner-Authorized Changes in the Work*

- A. Without invalidating the Contract and without notice to any surety, Owner may, at any time or from time to time, order additions, deletions, or revisions in the Work. Such changes shall be supported by Engineer's recommendation, to the extent the change involves the design (as set forth in the Drawings, Specifications, or otherwise), or other engineering or technical matters. Such changes may be accomplished by a Change Order, if Owner and Contractor have agreed as to the effect, if any, of the changes on Contract Times or Contract Price; or by a Work Change Directive. Upon receipt of any

such document, Contractor shall promptly proceed with the Work involved; or, in the case of a deletion in the Work, promptly cease construction activities with respect to such deleted Work. Added or revised Work shall be performed under the applicable conditions of the Contract Documents. Nothing in this paragraph shall obligate Contractor to undertake work that Contractor reasonably concludes cannot be performed in a manner consistent with Contractor's safety obligations under the Contract Documents or Laws and Regulations.

11.03 *Unauthorized Changes in the Work*

- A. Contractor shall not be entitled to an increase in the Contract Price or an extension of the Contract Times with respect to any work performed that is not required by the Contract Documents, as amended, modified, or supplemented, except in the case of an emergency as provided in Paragraph 7.15 or in the case of uncovering Work as provided in Paragraph 14.05.

11.04 *Change of Contract Price*

- A. The Contract Price may only be changed by a Change Order or Work Change Directive. Any Change Proposal for an adjustment in the Contract Price shall comply with the provisions of Paragraph 11.06. Any Claim for an adjustment of Contract Price shall comply with the provisions of Article 12.
- B. An adjustment in the Contract Price will be determined as follows:
 - 1. where the Work involved is covered by unit prices contained in the Contract Documents, then by application of such unit prices to the quantities of the items involved (subject to the provisions of Paragraph 13.03); or
 - 2. where the Work involved is not covered by unit prices contained in the Contract Documents, then by a mutually agreed lump sum (which may include an allowance for overhead and profit not necessarily in accordance with Paragraph 11.04.C.2) properly itemized and supported by sufficient substantiating data to permit evaluation by the Owner; or
 - 3. where the Work involved is not covered by unit prices contained in the Contract Documents and the parties do not reach mutual agreement to a lump sum, then on the basis of the Cost of the Work (determined as provided in Paragraph 13.01) plus a Contractor's fee for overhead and profit (determined as provided in Paragraph 11.04.C).
- C. *Contractor's Fee*: When applicable, the Contractor's fee for overhead and profit shall be determined as follows:
 - 1. a mutually acceptable fixed fee; or
 - 2. if a fixed fee is not agreed upon, then a fee based on the following percentages of the various portions of the Cost of the Work:
 - a. for costs incurred under Paragraphs 13.01.B.1 and 13.01.B.2, the Contractor's fee shall be 15 percent;

- b. for costs incurred under Paragraph 13.01.B.3, the Contractor's fee shall be five percent;
- c. where one or more tiers of subcontracts are on the basis of Cost of the Work plus a fee and no fixed fee is agreed upon, the intent of Paragraphs 11.01.C.2.a and 11.01.C.2.b is that the Contractor's fee shall be based on: (1) a fee of 15 percent of the costs incurred under Paragraphs 13.01.A.1 and 13.01.A.2 by the Subcontractor that actually performs the Work, at whatever tier, and (2) with respect to Contractor itself and to any Subcontractors of a tier higher than that of the Subcontractor that actually performs the Work, a fee of five percent of the amount (fee plus underlying costs incurred) attributable to the next lower tier Subcontractor; provided, however, that for any such subcontracted work the maximum total fee to be paid by Owner shall be no greater than 27 percent of the costs incurred by the Subcontractor that actually performs the work;
- d. no fee shall be payable on the basis of costs itemized under Paragraphs 13.01.B.4, 13.01.B.5, and 13.01.C;
- e. the amount of credit to be allowed by Contractor to Owner for any change which results in a net decrease in cost will be the amount of the actual net decrease in cost plus a deduction in Contractor's fee by an amount equal to five percent of such net decrease; and
- f. when both additions and credits are involved in any one change, the adjustment in Contractor's fee shall be computed on the basis of the net change in accordance with Paragraphs 11.04.C.2.a through 11.04.C.2.e, inclusive.

11.05 *Change of Contract Times*

- A. The Contract Times may only be changed by a Change Order or Work Change Directive. Any Change Proposal for an adjustment in the Contract Times shall comply with the provisions of Paragraph 11.06. Any Claim for an adjustment in the Contract Times shall comply with the provisions of Article 12.
- B. An adjustment of the Contract Times shall be subject to the limitations set forth in Paragraph 4.05, concerning delays in Contractor's progress.

11.06 *Change Proposals*

- A. Contractor shall submit a Change Proposal to Engineer and Owner to request an adjustment in the Contract Times or Contract Price; appeal an initial decision by Engineer concerning the requirements of the Contract Documents or relating to the acceptability of the Work under the Contract Documents; contest a set-off against payment due; or seek other relief under the Contract. The Change Proposal shall specify any proposed change in Contract Times or Contract Price, or both, or other proposed relief, and explain the reason for the proposed change, with citations to any governing or applicable provisions of the Contract Documents.
 - 1. *Procedures:* Contractor shall submit each Change Proposal to Engineer and Owner promptly (but in no event later than 30 days) after the start of the event giving rise

thereto, or after such initial decision. The Contractor shall submit supporting data, including the proposed change in Contract Price or Contract Time (if any), to the Engineer and Owner within 15 days after the submittal of the Change Proposal. The supporting data shall be accompanied by a written statement that the supporting data are accurate and complete, and that any requested time or price adjustment is the entire adjustment to which Contractor believes it is entitled as a result of said event. Engineer will advise Owner regarding the Change Proposal, and consider any comments or response from Owner regarding the Change Proposal. Failure by Contractor to comply with this submittal procedure will constitute an express waiver of any Claim for relief.

2. *Engineer's Action:* Engineer will review each Change Proposal with Owner and, within 30 days after receipt of the Contractor's supporting data, either deny the Change Proposal in whole, approve it in whole, or deny it in part and approve it in part. Engineer's action on a Change Proposal will not have the effect of adjusting the Contract Time or Contract Price without express written approval of Owner and a memorialization of Engineer's Action in a Change Order. Such actions shall be in writing, with a copy provided to Owner and Contractor. If Engineer does not take action on the Change Proposal within 30 days, then either Owner or Contractor may at any time thereafter submit a letter to the other party indicating that as a result of Engineer's inaction the Change Proposal is deemed denied, thereby commencing the time for appeal of the denial under Article 12.
 3. *Binding Decision:* Engineer's decision will be final and binding upon Contractor, unless Contractor appeals the decision by filing a Claim under Article 12.
- B. *Resolution of Certain Change Proposals:* If the Change Proposal does not involve the design (as set forth in the Drawings, Specifications, or otherwise), the acceptability of the Work, or other engineering or technical matters, then Engineer will notify the parties that the Engineer is unable to resolve the Change Proposal. For purposes of further resolution of such a Change Proposal, such notice shall be deemed a denial, and Contractor may choose to seek resolution under the terms of Article 12.

11.07 *Execution of Change Orders*

- A. Owner and Contractor shall execute appropriate Change Orders covering:
1. changes in the Contract Price or Contract Times which are agreed to by the parties, including any undisputed sum or amount of time for Work actually performed in accordance with a Work Change Directive;
 2. changes in Contract Price resulting from an Owner set-off, unless Contractor has duly contested such set-off;
 3. changes in the Work which are: (a) ordered by Owner pursuant to Paragraph 11.02, (b) required because of Owner's acceptance of defective Work under Paragraph 14.04 or Owner's correction of defective Work under Paragraph 14.07; and
 4. changes in the Contract Price or Contract Times, or other changes, which embody the substance of any final and binding results under Paragraph 11.06, or Article 12.

11.08 *Notification to Surety*

- A. If the provisions of any bond require notice to be given to a surety of any change affecting the general scope of the Work or the provisions of the Contract Documents (including, but not limited to, Contract Price or Contract Times), the giving of any such notice will be Contractor's responsibility. The amount of each applicable bond will be adjusted to reflect the effect of any such change.

ARTICLE 12 – CLAIMS

12.01 *Claims*

- A. The following disputes between Owner and Contractor shall be submitted to the Claims process set forth in this Article:
 - 1. Appeals by Owner or Contractor of Engineer's decisions regarding Change Proposals;
 - 2. Owner demands for adjustments in the Contract Price or Contract Times, or other relief under the Contract Documents; and
 - 3. Disputes that Engineer has been unable to address because they do not involve the design (as set forth in the Drawings, Specifications, or otherwise), the acceptability of the Work, or other engineering or technical matters.
- B. *Submittal of Claim:* The party submitting a Claim shall deliver written notice directly to the other party to the Contract promptly (but in no event later than 30 days) after the start of the event giving rise to the claim for relief or after the claiming party reasonably should have recognized the event or condition giving rise to the request, whichever is later. In the case of appeals regarding Change Proposals within 30 days of the decision under appeal. The responsibility to substantiate a Claim shall rest with the party making the Claim. Such notice shall include sufficient information to advise the other party of the circumstances giving rise to the claim for relief, the specific contractual adjustment or relief requested and the basis of such request.
- C. *Review and Resolution:* The party receiving a Claim shall review it thoroughly, giving full consideration to its merits. The two parties shall seek to resolve the Claim through the exchange of information and direct negotiations. The parties may extend the time for resolving the Claim by mutual agreement. All actions taken on a Claim shall be stated in writing and submitted to the other party, with a copy to Engineer.
- D. *Mediation:*
 - 1. At any time after initiation of a Claim, Owner and Contractor may mutually agree to mediation of the underlying dispute. The agreement to mediate shall stay the Claim submittal and response process.
 - 2. If Owner and Contractor agree to mediation, the mediation shall occur within 60 days of the agreement to mediate. However, the mediation may be stayed and its scope and schedule may be amended, provided that the mediation occur no later than 60 days following Final Completion. The mediation shall be conducted by a mutually agreeable impartial mediator, or if the parties cannot so agree, a

mediator designated by the American Arbitration Association (“AAA”) pursuant to its Construction Industry Mediation Rules.

3. Owner and Contractor shall each pay one-half of the mediator’s fees and costs.
4. Mediation is a condition precedent to litigation before a court of competent jurisdiction or tribunal.
- E. *Denial of Claim*: If efforts to resolve a Claim are not successful, the party receiving the Claim may deny it by giving written notice of denial to the other party.
- F. *Final and Binding Results*: If the parties reach a mutual agreement regarding a Claim, whether through approval of the Claim, direct negotiations, mediation, or otherwise, that agreement should be memorialized in a Change Order if the Project is ongoing at the time of resolution and the agreement affects the Contract scope, price, or time.
- G. *Duty to Continue Performance*: Unless provided to the contrary in the Contract Documents, Contractor shall continue to perform the Work pending the final resolution of any dispute or disagreement between Contractor and Owner.
- H. The Contractor shall commence all claims and causes of action, whether in contract, tort, breach of warranty or otherwise arising out of or related to the Contract in accordance with the requirements of this article 12, the dispute resolution provisions of article 17 and within the time period specified by applicable law. The Contractor waives all claims and causes of action not commenced in strict accordance with this Article.
- I. *Claims Arising After Final Payment*: If the Contractor intends to make a Claim for an increase in the Contract Price or Contract Time, written notice as provided herein shall be given before proceeding to execute the portion of the Work that relates to the Claim. Prior notice is not required for Claims relating to an emergency endangering life or property. Failure to provide written notice of a Claim in accordance with this Article and other applicable provisions of the Contract Documents constitutes an express waiver by the Contractor of any right of recovery on such Claim.

ARTICLE 13 – COST OF THE WORK; ALLOWANCES; UNIT PRICE WORK

13.01 *Cost of the Work*

- A. *Purposes for Determination of Cost of the Work*: The term Cost of the Work means the sum of all costs necessary for the proper performance of the Work at issue, as further defined below. The provisions of this Paragraph 13.01 are used for two distinct purposes:
 1. To determine Cost of the Work when Cost of the Work is a component of the Contract Price, under cost-plus-fee, time-and-materials, or other cost-based terms; or
 2. To determine the value of a Change Order, Change Proposal, Claim, set-off, or other adjustment in Contract Price. When the value of any such adjustment is determined on the basis of Cost of the Work, Contractor is entitled only to those additional or incremental costs required because of the change in the Work or because of the event giving rise to the adjustment.

- B. *Costs Included:* Except as otherwise may be agreed to in writing by Owner, costs included in the Cost of the Work shall be in amounts no higher than those prevailing in the locality of the Project, shall not include any of the costs itemized in Paragraph 13.01.C, and shall include only the following items:
1. Payroll costs for employees in the employ of Contractor in the direct performance of the Work. Such employees shall include, without limitation, superintendents, foremen, and other personnel employed full time. Payroll costs shall include, but not be limited to, salaries and wages plus the cost of fringe benefits, which shall include social security contributions, unemployment, excise, and payroll taxes, workers' compensation and health and retirement benefits applicable thereto.
 2. Cost of all materials and equipment furnished and incorporated in the Work, including costs of transportation and storage thereof, and Suppliers' field services required in connection therewith. All cash discounts shall accrue to Contractor unless Owner deposits funds with Contractor with which to make payments, in which case the cash discounts shall accrue to Owner, and Contractor shall make provisions so that they may be obtained.
 3. Payments made by Contractor to Subcontractors for Work performed by Subcontractors. If any subcontract provides that the Subcontractor is to be paid on the basis of Cost of the Work plus a fee, the Subcontractor's Cost of the Work and fee shall be determined in the same manner as Contractor's Cost of the Work and fee as provided in this Paragraph 13.01.
 4. Costs of special consultants (including but not limited to engineers, architects, testing laboratories, surveyors, attorneys, and accountants) employed for services specifically related to the Work.
 5. Supplemental costs including the following:
 - a. The proportion of necessary transportation, travel, and subsistence expenses of Contractor's employees incurred in discharge of duties connected with the Work.
 - b. Cost, including transportation and maintenance, of all materials, supplies, equipment, machinery, appliances, office, and temporary facilities at the Site, and hand tools not owned by the workers, which are consumed in the performance of the Work, and cost, less market value, of such items used but not consumed which remain the property of Contractor.
 - c. Rentals of all construction equipment and machinery, and the parts thereof, approved by Owner, and the costs of transportation, loading, unloading, assembly, dismantling, and removal thereof. All such costs shall be in accordance with the terms of said rental agreements. The rental of any such equipment, machinery, or parts shall cease when the use thereof is no longer necessary for the Work.
 - d. The cost of utilities, fuel, and sanitary facilities at the Site.
 - e. The costs of premiums for all bonds and insurance that Contractor is required by the Contract Documents to purchase and maintain.

- C. *Costs Excluded:* The term Cost of the Work shall not include any of the following items:
1. Payroll costs and other compensation of Contractor's employees, agents and other personnel not included in Paragraph 13.01.B, whether at the Site or in Contractor's principal or branch office for general administration of the Work. The payroll costs and other compensation excluded here are to be considered administrative costs covered by the Contractor's fee.
 2. Expenses of Contractor's principal and branch offices other than Contractor's office at the Site.
 3. Any part of Contractor's capital expenses, including interest on Contractor's capital employed for the Work and charges against Contractor for delinquent payments.
 4. Other overhead or general expense costs of any kind and the costs of any item not specifically and expressly included in Paragraph 13.01.B.
- D. *Contractor's Fee:* In the event that additional services are requested by the owner on the basis of cost-plus, Contractor's fee shall be determined as set forth in the Agreement. When the value of any Work covered by a Change Order, Change Proposal, Claim, set-off, or other adjustment in Contract Price is determined on the basis of Cost of the Work, Contractor's fee shall be determined as set forth in Paragraph 11.04.C.
- E. *Documentation:* Whenever the Cost of the Work for any purpose is to be determined pursuant to this Article 13, Contractor will establish and maintain records thereof in accordance with generally accepted accounting practices and submit in a form acceptable to Engineer an itemized cost breakdown together with supporting data.

13.02 *Unit Price Work*

- A. Where the Contract Documents provide that all or part of the Work is to be Unit Price Work, initially the Contract Price will be deemed to include for all Unit Price Work an amount equal to the sum of the unit price for each separately identified item of Unit Price Work times the estimated quantity of each item as indicated in the Agreement.
- B. The estimated quantities of items of Unit Price Work are not guaranteed and are solely for the purpose of comparison of Bids and determining an initial Contract Price. Payments to Contractor for Unit Price Work will be based on actual quantities.
- C. Each unit price will be deemed to include an amount considered by Contractor to be adequate to cover Contractor's overhead and profit for each separately identified item.
- D. Engineer will determine the actual quantities and classifications of Unit Price Work performed by Contractor. Engineer will review with Contractor and Owner the Engineer's preliminary determinations on such matters before rendering a written decision thereon (by recommendation of an Application for Payment or otherwise). Provided the Owner has approved such decision, Engineer's written decision thereon will be final and binding (except as modified by Engineer to reflect changed factual conditions or more accurate data) upon Owner and Contractor, subject to the provisions of the following paragraph.

- E. Within 30 days of Engineer's written decision under the preceding paragraph, Contractor may submit a Change Proposal, or Owner may file a Claim, seeking an adjustment in the Contract Price if:
1. the quantity of any item of Unit Price Work performed by Contractor differs materially and significantly from the estimated quantity of such item indicated in the Agreement;
 2. there is no corresponding adjustment with respect to any other item of Work; and
 3. Contractor believes that it is entitled to an increase in Contract Price as a result of having incurred additional expense or Owner believes that Owner is entitled to a decrease in Contract Price, and the parties are unable to agree as to the amount of any such increase or decrease.

ARTICLE 14 – TESTS AND INSPECTIONS; CORRECTION, REMOVAL OR ACCEPTANCE OF DEFECTIVE WORK

14.01 *Access to Work*

- A. Owner, Engineer, their consultants and other representatives and personnel of Owner, independent testing laboratories, and authorities having jurisdiction will have access to the Site and the Work at reasonable times for their observation, inspection, and testing. Contractor shall provide them proper and safe conditions for such access and advise them of Contractor's safety procedures and programs so that they may comply therewith as applicable.

14.02 *Tests, Inspections, and Approvals*

- A. Contractor shall give Engineer and Owner timely notice of readiness of the Work (or specific parts thereof) for all required inspections and tests, and shall cooperate with inspection and testing personnel to facilitate required inspections and tests.
- B. Owner shall be responsible for providing the services of an independent inspection and testing lab if the Contract Documents and Specifications so require.
- C. Contractor shall be responsible for arranging, obtaining, and coordinating all inspections and tests required:
1. by the Contract Documents, unless the Contract Documents expressly allocate responsibility for a specific inspection or test to Owner;
 2. to attain Owner's and Engineer's acceptance of materials or equipment to be incorporated in the Work;
 3. by manufacturers of equipment furnished under the Contract Documents;
 4. for testing, adjusting, and balancing of mechanical, electrical, and other equipment to be incorporated into the Work; and
 5. for acceptance of materials, mix designs, or equipment submitted for approval prior to Contractor's purchase thereof for incorporation in the Work.

NOTE(S) TO USER: 14.02 Such inspections and tests shall be performed by independent inspectors, testing laboratories, or other qualified individuals or entities acceptable to Owner.

- D. If the Contract Documents require the Work (or part thereof) to be approved by Owner, Engineer, or another designated individual or entity, then Contractor shall assume full responsibility for arranging and obtaining such approvals.
- E. If any Work (or the work of others) that is to be inspected, tested, or approved is covered by Contractor without written concurrence of Engineer, Contractor shall, if requested by Engineer, uncover such Work for observation. Such uncovering shall be at Contractor's expense unless Contractor had given Engineer timely notice of Contractor's intention to cover the same and Engineer had not acted with reasonable promptness in response to such notice.

14.03 *Defective Work*

- A. *Contractor's Obligation:* It is Contractor's obligation to assure that the Work is not defective.
- B. *Engineer's Authority:* Engineer has the authority to determine whether Work is defective, and to reject defective Work, subject to Owner's approval.
- C. *Notice of Defects:* Prompt notice of all defective Work of which Owner or Engineer has actual knowledge will be given to Contractor.
- D. *Correction, or Removal and Replacement:* Promptly after receipt of written notice of defective Work, Contractor shall correct all such defective Work, whether or not fabricated, installed, or completed, or, if Engineer has rejected the defective Work, remove it from the Project and replace it with Work that is not defective.
- E. *Preservation of Warranties:* When correcting defective Work, Contractor shall take no action that would void or otherwise impair Owner's special warranty and guarantee, if any, on said Work.
- F. *Costs and Damages:* Contractor shall pay all claims, costs, losses, and damages arising out of or relating to defective Work, including but not limited to the cost of the inspection, testing, correction, removal, replacement, or reconstruction of such defective Work, and the costs of repair or replacement of work of others resulting from defective Work. Prior to final payment, if Owner and Contractor are unable to agree as to the measure of such claims, costs, losses, and damages resulting from defective Work, then Owner may impose a reasonable set-off against payments due under Article 15.

14.04 *Acceptance of Defective Work*

- A. If, instead of requiring correction or removal and replacement of defective Work, Owner prefers to accept it, Owner may do so. Contractor shall pay all claims, costs, losses, and damages attributable to Owner's evaluation of and determination to accept such defective Work. If any such acceptance occurs prior to final payment, the necessary revisions in the Contract Documents with respect to the Work shall be incorporated in a Change Order. If the parties are unable to agree as to the decrease in the Contract Price, reflecting the diminished value of Work so accepted, then Owner

may impose a reasonable set-off against payments due under Article 15. If the acceptance of defective Work occurs after final payment, Contractor shall pay an appropriate amount to Owner.

14.05 *Uncovering Work*

- A. Subject to Owner's prior written approval, Engineer has the authority to require special inspection or testing of the Work, whether or not the Work is fabricated, installed, or completed.
 - B. If any Work is covered contrary to the written request of Engineer or Owner, then Contractor shall, if requested by Engineer, uncover such Work for Engineer's observation, and then replace the covering, all at Contractor's expense.
 - C. If Engineer considers it necessary or advisable that covered Work be observed by Engineer or inspected or tested by others, then Contractor, upon Owner's approval and Engineer's request, shall uncover, expose, or otherwise make available for observation, inspection, or testing as Engineer may require, that portion of the Work in question, and provide all necessary labor, material, and equipment.
- 6. If it is found that the uncovered Work is defective, Contractor shall be responsible for all claims, costs, losses, and damages arising out of or relating to such uncovering, exposure, observation, inspection, and testing, and of satisfactory replacement or reconstruction (including but not limited to all costs of repair or replacement of work of others); and pending Contractor's full discharge of this responsibility the Owner shall be entitled to impose a reasonable set-off against payments due under Article 15.
 - 7. If the uncovered Work is not found to be defective, Contractor shall be allowed an increase in the Contract Price or an extension of the Contract Times, or both, directly attributable to such uncovering, exposure, observation, inspection, testing, replacement, and reconstruction. If the parties are unable to agree as to the amount or extent thereof, then Contractor may submit a Change Proposal within 30 days of the determination that the Work is not defective.

14.06 *Owner May Stop the Work*

- A. If the Work is defective, or Contractor fails to supply sufficient skilled workers or suitable materials or equipment, or fails to perform the Work in such a way that the completed Work will conform to the Contract Documents, then Owner may order Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated.

14.07 *Owner May Correct Defective Work*

- A. If Contractor fails within a reasonable time after written notice from Engineer or Owner to correct defective Work, or to remove and replace rejected Work as required by the Owner, or if Contractor fails to perform the Work in accordance with the Contract Documents, or if Contractor fails to comply with any other provision of the Contract Documents, then Owner may, after seven days written notice to Contractor, correct or remedy any such deficiency.

- B. In exercising the rights and remedies under this Paragraph 14.07, Owner shall proceed expeditiously. In connection with such corrective or remedial action, Owner may exclude Contractor from all or part of the Site, take possession of all or part of the Work and suspend Contractor's services related thereto, and incorporate in the Work all materials and equipment stored at the Site or for which Owner has paid Contractor but which are stored elsewhere. Contractor shall allow Owner, Owner's representatives, agents and employees, Owner's other contractors, and Engineer and Engineer's consultants access to the Site to enable Owner to exercise the rights and remedies under this paragraph.
- C. All claims, costs, losses, and damages incurred or sustained by Owner in exercising the rights and remedies under this Paragraph 14.07 will be charged against Contractor as set-offs against payments due under Article 15. Such claims, costs, losses and damages will include but not be limited to all costs of repair, or replacement of work of others destroyed or damaged by correction, removal, or replacement of Contractor's defective Work. If no payments are due to the Contractor or insufficient funds remain as part of the Contract Price then unpaid to the Contractor, the Contractor shall be liable to the Owner and shall promptly reimburse the Owner for all costs following written notice of the amount due to the Owner.
- D. Contractor shall not be allowed an extension of the Contract Times because of any delay in the performance of the Work attributable to the exercise by Owner of Owner's rights and remedies under this Paragraph 14.07.

ARTICLE 15 – PAYMENTS TO CONTRACTOR; SET-OFFS; COMPLETION; CORRECTION PERIOD

15.01 *Progress Payments*

- A. *Basis for Progress Payments:* The Schedule of Values established as provided in Article 2 will serve as the basis for progress payments and will be incorporated into a form of Application for Payment acceptable to Engineer and Owner. Progress payments on account of Unit Price Work will be based on the number of units completed during the pay period, as determined under the provisions of Paragraph 13.03. Progress payments for cost-based Work will be based on Cost of the Work completed by Contractor during the pay period.
- B. *Applications for Payments:*
 - 1. At least 25 days before the date established in the Agreement for each progress payment (but not more often than once a month), Contractor shall submit to Engineer and Owner for review an Application for Payment filled out and signed by Contractor covering the Work completed as of the date of the Application and accompanied by such supporting documentation as is required by the Contract Documents. If payment is requested on the basis of materials and equipment not incorporated in the Work but delivered and suitably stored at the Site or at another location agreed to in writing, the Application for Payment shall also be accompanied by a bill of sale, invoice, or other documentation warranting that Owner has received the materials and equipment free and clear of all Liens, and

evidence that the materials and equipment are covered by appropriate property insurance, a warehouse bond, or other arrangements to protect Owner's interest therein, all of which must be satisfactory to Owner.

2. Beginning with the second Application for Payment, each Application shall include an affidavit of Contractor stating that all previous progress payments received on account of the Work have been applied on account to discharge Contractor's legitimate obligations associated with prior Applications for Payment.
3. The amount of retainage with respect to progress payments will be as stipulated in the Agreement.

C. *Review of Applications:*

1. Engineer will, within 10 days after receipt of each Application for Payment, including each resubmittal, either indicate in writing a recommendation of payment and present the Application to Owner, or return the Application to Contractor indicating in writing Engineer's reasons for refusing to recommend payment. In the latter case, Contractor may make the necessary corrections and resubmit the Application.
2. Engineer's recommendation of any payment requested in an Application for Payment will constitute a representation by Engineer to Owner, based on Engineer's observations of the executed Work as an experienced and qualified design professional, and on Engineer's review of the Application for Payment and the accompanying data and schedules, that to the best of Engineer's knowledge, information and belief:
 - a. the Work has progressed to the point indicated;
 - b. the quality of the Work is generally in accordance with the Contract Documents; and
 - c. the conditions precedent to Contractor's being entitled to such payment appear to have been fulfilled in so far as it is Engineer's responsibility to observe the Work.
3. By recommending any such payment Engineer will not thereby be deemed to have represented that:
 - d. inspections made to check the quality or the quantity of the Work as it has been performed have been exhaustive, extended to every aspect of the Work in progress, or involved detailed inspections of the Work beyond the responsibilities specifically assigned to Engineer in the Contract; or
 - e. there may not be other matters or issues between the parties that might entitle Contractor to be paid additionally by Owner or entitle Owner to withhold payment to Contractor.
4. Engineer will recommend reductions in payment (set-offs) necessary in Engineer's opinion to protect Owner from loss because:
 - f. the Work is defective, requiring correction or replacement;

- g. the Contract Price has been reduced by Change Orders;
- h. Owner has been required to correct defective Work in accordance with Paragraph 14.07, or has accepted defective Work pursuant to Paragraph 14.04;
- i. Owner has been required to remove or remediate a Hazardous Environmental Condition for which Contractor is responsible; or
- j. Engineer has actual knowledge of the occurrence of any of the events that would constitute a default by Contractor and therefore justify termination for cause under the Contract Documents.

D. *Reductions in Payment by Owner:*

1. In addition to any reductions in payment (set-offs) recommended by Engineer, Owner is entitled to impose a set-off against payment based on any of the following:
 - a. claims have been made against Owner on account of Contractor's conduct in the performance or furnishing of the Work, or Owner has incurred costs, losses, or damages on account of Contractor's conduct in the performance or furnishing of the Work;
 - b. Contractor has failed to take reasonable and customary measures to avoid damage, delay, disruption, and interference with other work at or adjacent to the Site;
 - c. Contractor has failed to provide and maintain required certified payrolls, bonds or insurance;
 - d. Owner has been required to remove or remediate a Hazardous Environmental Condition for which Contractor is responsible;
 - e. Owner has incurred extra charges or engineering costs related to submittal reviews, evaluations of proposed substitutes, tests and inspections, or return visits to manufacturing or assembly facilities;
 - f. the Work is defective, requiring correction or replacement;
 - g. liquidated damages, if applicable, or other damages resulting from delay have accrued as a result of Contractor's failure to achieve Milestones, Substantial Completion, or final completion of the Work;
 - h. there are other items entitling Owner to a set off against the amount recommended.
2. If Owner imposes any set-off against payment, whether based on its own knowledge or on the written recommendations of Engineer, Owner will give Contractor immediate written notice (with a copy to Engineer) stating the reasons for such action and the specific amount of the reduction, and promptly pay Contractor any amount remaining after deduction of the amount so withheld. Owner shall promptly pay Contractor the amount so withheld, or any adjustment thereto agreed to by Owner and Contractor, if Contractor remedies the reasons for

such action. The reduction imposed shall be binding on Contractor unless it duly submits a Change Proposal contesting the reduction.

15.02 *Contractor's Warranty of Title*

- A. Contractor warrants and guarantees that title to all Work, materials, services, and equipment furnished under the Contract will pass to Owner free and clear of (1) all Liens, claims, security interests, encumbrances, and other title defects, and (2) all patent, licensing, copyright, or royalty obligations, no later than seven days after the time of payment by Owner.

15.03 *Substantial Completion*

- A. When Contractor considers the entire Work ready for its intended use Contractor shall notify Owner and Engineer in writing that the entire Work is substantially complete and request that Engineer issue a certificate of Substantial Completion. Contractor shall at the same time submit to Owner and Engineer an initial draft of punch list items to be completed or corrected before final payment. If the Agreement calls for a Design-Build project delivery method, the Contractor shall issue a certificate of Substantial Completion to the Owner.
- B. Promptly after Contractor's notification, Owner, Contractor, and Engineer shall make an inspection of the Work to determine the status of completion. At that inspection, Owner and Engineer will review, supplement, and edit the initial punch list prepared by Contractor or prepare an additional punch list if Contractor has not yet provided a punch list. If Owner or Engineer does not consider the Work substantially complete, Engineer will notify Contractor in writing giving the reasons therefor.
- C. If Owner and Engineer consider the Work substantially complete, Engineer will deliver to Owner a preliminary certificate of Substantial Completion which shall set forth (i) the date of Substantial Completion, (ii) the remaining items of Work that have to be completed before final payment, (iii) provisions (to the extent not already provided in the Contract Documents) establishing Owner's and Contractor's responsibility for the Project's security, maintenance, utilities and insurance pending final payment and (iv) an acknowledgment that warranties commence to run on the date of Substantial Completion, except as may otherwise be noted in the Certificate of Substantial Completion. Engineer shall attach to the certificate a punch list of items to be completed or corrected before final payment. If Owner and Engineer do not consider the Work substantially complete, the Engineer shall notify Contractor of such, in writing, with a specific explanation of those portions of the Work that are the basis for determining the Work is not substantially complete. If the Agreement calls for a Design- Build project delivery method, the Contractor shall submit a preliminary certificate of Substantial Completion to the Owner.
- D. After Substantial Completion the Contractor shall promptly begin work on the punch list of items to be completed or corrected prior to final payment. In appropriate cases Contractor may submit monthly Applications for Payment for completed punch list items, following the progress payment procedures set forth above.

15.04 *Partial Use or Occupancy*

- A. Prior to Substantial Completion of all the Work, Owner may use or occupy any substantially completed part of the Work which has specifically been identified in the Contract Documents, or which Owner, Engineer, and Contractor agree constitutes a separately functioning and usable part of the Work that can be used by Owner for its intended purpose without significant interference with Contractor's performance of the remainder of the Work, subject to the following conditions:
1. At any time Owner may request in writing that Contractor permit Owner to use or occupy any such part of the Work that Owner believes to be substantially complete. If and when Contractor agrees that such part of the Work is substantially complete, Contractor, Owner, and Engineer will follow the procedures of Paragraph 15.03 for that part of the Work.
 2. At any time Contractor may notify Owner and Engineer in writing that Contractor considers any such part of the Work substantially complete and request Engineer to issue a certificate of Substantial Completion for that part of the Work.
 3. Within a reasonable time after either such request, Owner, Contractor, and Engineer shall make an inspection of that part of the Work to determine its status of completion. If Owner or Engineer does not consider that part of the Work to be substantially complete, Engineer will notify Owner and Contractor in writing giving the reasons therefor. If Owner or Engineer considers that part of the Work to be substantially complete, the provisions of Paragraph 15.03 will apply with respect to certification of Substantial Completion of that part of the Work.
 4. No use or occupancy or separate operation of part of the Work by Owner will relieve Contractor of its insurance obligations under these Contract Documents.
- B. The Owner, at the Owner's sole option, shall have the right to take possession of and use any completed or partially completed portion of the Work regardless of the time for completing the entire Work. The Owner's exercise of such use and possession shall not be construed to mean that the Owner acknowledges that any part of the Work so possessed and used is substantially complete or that it is accepted by Owner, and the Owner's exercise of such use and possession shall not relieve the Contractor of its responsibility to complete all Work in accordance with the Contract Documents.

15.05 *Final Inspection*

- A. Upon written notice from Contractor that the entire Work or an agreed portion thereof is complete, Engineer will promptly make a final inspection with Owner and Contractor and will notify Contractor in writing of all particulars in which this inspection reveals that the Work, or agreed portion thereof, is incomplete or defective. Contractor shall immediately take such measures as are necessary to complete such Work or remedy such deficiencies. In such case, Contractor must bear the cost of any additional Work or services of the Owner until the Work is determined to be finally complete.

15.06 *Final Payment*

A. *Application for Payment:*

1. After Contractor has, in the opinion of Engineer and Owner, satisfactorily completed all corrections identified during the final inspection and has delivered, in accordance with the Contract Documents, all maintenance and operating instructions, schedules, guarantees, bonds, certificates or other evidence of insurance, certificates of inspection, annotated record documents (as provided in Paragraph 7.11), and other documents, Contractor may make application for final payment.
2. The final Application for Payment shall be accompanied (except as previously delivered) by:
 - a. all documentation called for in the Contract Documents;
 - b. consent of the surety, if any, to final payment;
 - c. satisfactory evidence that all title issues have been resolved such that title to all Work, materials, and equipment has passed to Owner free and clear of any Liens or other title defects, or will so pass upon final payment.
 - d. a list of all disputes that Contractor believes are unsettled;
 - e. complete and legally effective releases or waivers (satisfactory to Owner) of all Lien rights or claims arising out of the Work, and of Liens or claims filed in connection with the Work; and
 - f. a general release executed by Contractor waiving, upon receipt of final payment by Contractor, all claims, except those claims previously made in writing to Owner and remaining unsettled at the time of final payment
3. In lieu of the releases or waivers of Liens specified in Paragraph 15.06.A.2 and as approved by Owner, Contractor may furnish receipts or releases in full and an affidavit of Contractor that: (a) the releases and receipts include all labor, services, material, and equipment for which a Lien or claim could be filed; and (b) all payrolls, material and equipment bills, and other indebtedness connected with the Work for which Owner might in any way be responsible, or which might in any way result in claims, have been paid or otherwise satisfied. If any Subcontractor or Supplier fails to furnish such a release or receipt in full, Contractor may furnish a bond or other collateral satisfactory to Owner to indemnify Owner against any Lien or claim, or Owner at its option may issue joint checks payable to Contractor and specified Subcontractors and Suppliers.

B. *Engineer's Review of Application and Acceptance:*

1. If, on the basis of Engineer's observation of the Work during construction and final inspection, and Engineer's review of the final Application for Payment and accompanying documentation as required by the Contract Documents, Engineer is satisfied that the Work has been completed and Contractor's other obligations under the Contract have been fulfilled, Engineer will, within ten days after receipt of the final Application for Payment, indicate in writing Engineer's

recommendation of final payment and present the Application for Payment to Owner for payment. Such recommendation shall account for any set-offs against payment that are necessary to protect Owner from loss for the reasons stated above with respect to progress payments. Otherwise, Engineer will return the Application for Payment to Contractor, indicating in writing the reasons for refusing to recommend final payment, in which case Contractor shall make the necessary corrections and resubmit the Application for Payment.

- C. *Completion of Work*: The Work is complete (subject to surviving obligations) when it is ready for final payment as established by the Engineer's written recommendation of final payment.
- D. *Payment Becomes Due*: Thirty days after the presentation to Owner of the final Application for Payment and accompanying documentation, the amount recommended by Engineer (less any further sum Owner is entitled to set off) will become due and shall be paid by Owner to Contractor.

15.07 *Waiver of Claims*

- A. The making of final payment will not constitute a waiver by Owner of claims or rights against Contractor. Owner expressly reserves claims and rights arising from defective Work appearing after final inspection, from Contractor's failure to comply with the Contract Documents or the terms of any special guarantees specified therein, from outstanding Claims by Owner, or from Contractor's continuing obligations under the Contract Documents.
- B. The acceptance of final payment by Contractor will constitute a waiver by Contractor of all claims and rights against Owner other than those pending matters that have been duly submitted, expressly reserved, or appealed under the provisions of Article 17.

15.08 *Correction Period*

- A. If within one year after the date of Substantial Completion (or such longer period of time as may be prescribed by the terms of any applicable special guarantee required by the Contract Documents, or by any specific provision of the Contract Documents), any Work is in need of repair, adjustment, modification, correction, or found to be defective, or if the repair of any damages to the Site, adjacent areas that Contractor has arranged to use through construction easements or otherwise, and other adjacent areas used by Contractor as permitted by Laws and Regulations, is found to be defective, then Contractor shall promptly, without cost to Owner and in accordance with Owner's written instructions:
 - 1. correct the defective repairs to the Site or such other adjacent areas;
 - 2. correct such defective Work;
 - 3. if the defective Work has been rejected by Owner, remove it from the Project and replace it with Work that is not defective, and
 - 4. satisfactorily correct or repair or remove and replace any damage to other Work, to the work of others, or to other land or areas resulting therefrom.

- B. If Contractor does not promptly comply with the terms of Owner's written instructions, or in an emergency where delay would cause serious risk of loss or damage, Owner may have the defective Work corrected or repaired or may have the rejected Work removed and replaced. Contractor shall pay all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such correction or repair or such removal and replacement (including but not limited to all costs of repair or replacement of work of others).
- C. In special circumstances where a particular item of equipment is placed in continuous service before Substantial Completion of all the Work, the correction period for that item may start to run from an earlier date if so provided in the Specifications.
- D. Where defective Work (and damage to other Work resulting therefrom) has been corrected or removed and replaced under this paragraph, the correction period hereunder with respect to such Work will be extended for an additional period of one year after such correction or removal and replacement has been satisfactorily completed.
- E. Contractor's obligations under this paragraph are in addition to all other obligations and warranties. The provisions of this paragraph shall not be construed as a substitute for, or a waiver of, the provisions of any applicable statute of limitation or repose.

ARTICLE 16 – SUSPENSION OF WORK AND TERMINATION

16.01 *Owner May Suspend Work*

- A. At any time and without cause, Owner may suspend the Work or any portion thereof by written notice to Contractor and Engineer. Such notice will fix the date on which Work will be resumed. Contractor shall resume the Work on the date so fixed. Contractor shall be entitled to an adjustment in the Contract Price or an extension of the Contract Times, or both, directly attributable to any such suspension. Any Change Proposal seeking such adjustments shall be submitted no later than 30 days after the date fixed for resumption of Work.

16.02 *Owner May Terminate for Cause*

- A. The occurrence of any one or more of the following events will constitute a default by Contractor and justify termination for cause:
 - 1. Contractor's persistent failure to perform the Work in accordance with the Contract Documents (including, but not limited to, failure to supply an Architect, Engineer, or sufficient skilled workers or suitable materials or equipment or failure to adhere to the Progress Schedule);
 - 2. Fails to make payment to the Consultants, Contractors, Subcontractors, or Suppliers for services, materials or labor in accordance with their respective agreements with the Contractor;
 - 3. Repeatedly disregards applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of a public authority;

4. Failure of Contractor to perform or otherwise to comply with a material term of the Contract Documents; or
 5. Contractor's repeated disregard of the authority of Owner or Engineer.
- B. If one or more of the events identified in Paragraph 16.02.A occurs, then after giving Contractor and the Contractor's surety, if any, ten (10) days written notice that Owner is considering a declaration that Contractor is in default and termination of the contract, Owner may proceed to:
1. declare Contractor to be in default,
 2. exercise any rights afford to it under the Contract Documents,
 3. give Contractor notice that the Contract is terminated; and/or
 4. enforce the rights available to Owner under any applicable performance bond.
- C. If Owner has terminated the Contract for cause, Owner may exclude Contractor from the Site, take possession of the Work, incorporate in the Work all materials and equipment stored at the Site or for which Owner has paid Contractor but which are stored elsewhere, and complete the Work as Owner may deem expedient. If Owner chooses to complete the Work in accordance with this provision, Owner and Contractor expressly agree that Owner shall be exempt from publicly bidding the completion work pursuant to Sections 252.021 and 252.022 of the Texas Local Government Code.
- D. Owner may not proceed with termination of the Contract under Paragraph 16.02.B if Contractor within the ten (10) day cure period begins to correct its failure to perform and proceeds diligently to cure such failure.
- E. If Owner proceeds to complete the Work and/or correct the default, Contractor shall not be entitled to receive any further payment until the Work is completed. If the unpaid balance of the Contract Price exceeds the cost to complete the Work, including all related claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals) sustained by Owner, such excess will be paid to Contractor. Notwithstanding the preceding sentence, if the Agreement establishes a Guaranteed Maximum Price, Contractor will only be entitled to be paid for Work performed prior to its default. If the cost to complete the Work including such related claims, costs, losses, and damages exceeds such unpaid balance, Contractor shall pay the difference to Owner. Such costs shall include not only the cost of completing the Work, but also losses, damages, costs and expense, including attorneys' fees and expenses, incurred by Owner in connection with the procurement and defense of claims arising from Contractor's default.
- F. Where Contractor's services have been so terminated by Owner, the termination will not affect any rights or remedies of Owner against Contractor then existing or which may thereafter accrue, or any rights or remedies of Owner against Contractor or any surety.

- G. If Owner improperly terminates the Agreement for cause, the termination for cause will be converted to a termination for convenience in accordance with the provisions of Paragraph 16.03 of the Agreement.

16.03 *Owner May Terminate For Convenience*

- A. Upon seven (7) days written notice to Contractor, Owner may, without cause and without prejudice to any other right or remedy of Owner, terminate the Contract. In such case, Contractor shall be paid (subject to the GMP) for:
 - 1. completed and acceptable Work executed in accordance with the Contract Documents prior to the effective date of termination;
 - 2. expenses sustained prior to the effective date of termination in performing services and furnishing labor, materials, or equipment as required by the Contract Documents in connection with uncompleted Work; and
 - 3. demobilization expenses.
- B. Contractor shall not be paid for any economic loss arising out of or resulting from such termination, except for those costs expressly identified above.
- C. Upon receipt of written notice from the Owner of such termination for the Owner's convenience, the Contractor shall:
 - 1. cease operations as directed by the Owner in the notice and, if required by the Owner, participate in an inspection of the Work with the Owner to record the extent of completion thereof, to identify the Work remaining to be completed or corrected, and to determine what temporary facilities, tools, equipment and construction machinery are to remain at the Site pending completion of the Work;
 - 2. take actions necessary, or that the Owner may direct, for the protection and preservation of the Work; and
 - 3. except for Work directed to be performed prior to the effective date of termination stated in the notice, terminate all existing Project agreements, including agreements with the Architect, Consultants, Contractors, and purchase orders, and enter into no further Project agreements and purchase orders.
- D. If Owner terminates the contract for convenience and proceeds to design and construct the Project through its employees, agents or third parties, Owner's rights to use the Work Product shall be as set forth in the Contract Documents.

16.04 *Contractor May Stop Work or Terminate*

- A. If, through no act or fault of Contractor, (1) the Work is suspended for more than 180 consecutive days by Owner or under an order of court or other public authority, or (2) Engineer fails to act on any Application for Payment within 30 days after it is submitted, or (3) Owner fails for 60 days to pay Contractor any sum finally determined to be due, then Contractor may, upon seven days written notice to Owner and Engineer, and provided Owner or Engineer do not remedy such suspension or failure within that time, terminate the contract and recover from Owner payment on the same terms as provided in Paragraph 16.03.

- B. In lieu of terminating the Contract and without prejudice to any other right or remedy, if Engineer has failed to act on an Application for Payment within 30 days after it is submitted, or Owner has failed for 60 days to pay Contractor any sum finally determined to be due, Contractor may, seven (7) days after written notice to Owner and Engineer, stop the Work until payment is made of all such amounts due Contractor. The provisions of this paragraph are not intended to preclude Contractor from submitting a Change Proposal for an adjustment in Contract Price or Contract Times or otherwise for expenses or damage directly attributable to Contractor's stopping the Work as permitted by this paragraph.

ARTICLE 17 – FINAL RESOLUTION OF DISPUTES

17.01 *Methods and Procedures*

- A. *Disputes Subject to Final Resolution:* The following disputed matters are subject to final resolution under the provisions of this Article:
 - 1. A timely appeal of an approval in part and denial in part of a Claim, or of a denial in full; and
 - 2. Disputes between Owner and Contractor concerning the Work or obligations under the Contract Documents, and arising after final payment has been made.
 - 3. Reserved claims of Owner or Contractor under these Control Documents, including Article 12.
- B. *Final Resolution of Disputes:*
 - 1. For any disputes subject to this article, Owner and Contractor shall endeavor to resolve their Claims by mediation. The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction. Mediation is a condition precedent to litigation before a court of competent jurisdiction.
 - 2. For any claim not resolved by mediation, the parties agree to submit such claims to the jurisdiction of the District Court of El Paso County, Texas for final dispute resolution.

ARTICLE 18 – MISCELLANEOUS

18.01 *Giving Notice*

- A. Whenever any provision of the Contract Documents requires the giving of written notice, it will be deemed to have been validly given if:
 - 1. delivered in person, by a commercial courier service or otherwise, to the individual or to a member of the firm or to an officer of the corporation for which it is intended;
 - 2. delivered at or sent by registered or certified mail, postage prepaid, to the last business address known to the sender of the notice; or
 - 3. delivered by electronic means with a corresponding confirmation of delivery or read receipt.

18.02 *Computation of Times*

- A. When any period of time is referred to in the Contract by days, it will be computed to exclude the first and include the last day of such period. If the last day of any such period falls on a Saturday, Sunday or a legal holiday, the computation of time will conclude on the next business day.

18.03 *Cumulative Remedies*

- A. The duties and obligations imposed by these General Conditions and the rights and remedies available hereunder to the parties hereto are in addition to, and are not to be construed in any way as a limitation of, any rights and remedies available to any or all of them which are otherwise imposed or available, by special warranty or guarantee, or by other provisions of the Contract.

18.04 *Limitation of Damages*

- A. The Contractor and Owner waive claims against each other for the following damages arising out of or relating to this Contract. This mutual waiver includes:
 - 1. damages incurred by the Owner for loss of financing, business opportunity and reputation, and for loss of management or employee productivity or of the services of such persons; and
 - 2. damages incurred by the Contractor for principal office expenses including the compensation of personnel stationed there, for losses of financing, bonding capacity, business and reputation, and for loss of profit except anticipated profit arising directly from the Work.
- B. The damages limitation set forth in Paragraph 18.04.A above is not intended to affect the payment of liquidated damages, if applicable, or delay damages which both parties recognize has been established, in part, to reimburse Owner for some damages that might otherwise be deemed to be incidental to the Work.

18.05 *No Waiver*

- A. A party's non-enforcement of any provision shall not constitute a waiver of that provision, nor shall it affect the enforceability of that provision or of the remainder of this Contract.

18.06 *Survival of Obligations*

- A. All representations, indemnifications, warranties, and guarantees made in, required by, or given in accordance with the Contract, as well as all continuing obligations indicated in the Contract, will survive final payment, completion, and acceptance of the Work or termination or completion of the Contract or termination of the services of Contractor.

18.07 *Controlling Law*

- A. This Contract is to be governed by the law of the state of Texas. However, the laws of the state in which Project is located, including applicable federal laws and governmental authorizations and permits issued with respect to the Work pursuant to state or federal law, shall pertain as to the duty of Contractor to construct the Work in compliance with legal requirements.

18.08 *Headings*

- A. Article and paragraph headings are inserted for convenience only and do not constitute parts of these General Conditions, and shall not in any way be construed to limit or alter the meaning of any provision.

18.09 *Prevailing Wage*

- A. Contractor shall provide and pay for labor in accordance with the prevailing wage in the locality and shall not pay less than the prevailing wage.

18.10 *Right to Audit:*

- A. Whenever the Owner enters into any type of contractual arrangement with the Contractor, then the Contractor's "records" shall upon reasonable notice be open to inspection and subject to audit and/or reproduction during normal business working hours. The Owner's representative, or an outside representative engaged by the Owner, may perform such audits. The Contractor shall maintain all records relating to this Agreement for four (4) years from the date of final payment under this Agreement.
- B. The Owner shall have the exclusive right to examine the records of the Contractor. The term "records" as referred to herein shall include any and all information, materials and data of every kind and character, including without limitation records, books, papers, documents, contracts, schedules, commitments, arrangements, notes, daily diaries, reports, drawings, receipts, vouchers and memoranda, and any and all other agreements, sources of information and matters that may, in the Owner's judgment, have any bearing on or pertain to any matters, rights, duties or obligations under or covered by any contract document. Such records shall include (hard copy, as well as computer-readable data if it can be made available), written policies and procedures, time sheets, payroll registers, cancelled checks, personnel file data, correspondence, general ledger entries, and any other record in the Contractor's possession which may have a bearing on matters of interest to the Owner in connection with the Contractor's dealings with the Owner (all of the foregoing are hereinafter referred to as "records"). In addition, the Contractor shall permit interviews of employees as well as agents, representatives, vendors, subcontractors and other third parties paid by the Contractor to the extent necessary to adequately permit evaluation and verification of the following:
 - 1. The Contractor's compliance with contract requirements;
 - 2. The Contractor's compliance with the Owner's business ethics policies; and
 - 3. If necessary, the extent of the Work performed by the Contractor at the time of contract termination.
- C. The Contractor shall require all payees (examples of payees include subcontractors, insurance agents, material suppliers, etc.) to comply with the provisions of this Article

18.10 by securing the requirements hereof in a written agreement between the Contractor and payee. Such requirements include a flow-down right of audit provision in contracts with payees that also apply to subcontractors and sub-subcontractors, material suppliers, etc. The Contractor shall cooperate fully and shall require Related Parties and all of the Contractor's subcontractors to cooperate fully in furnishing or in making available to the Owner from time to time whenever requested, in an expeditious manner, any and all such information, materials, and data.

- D. The Owner's authorized representative or designee shall have reasonable access to the Contractor's facilities, shall be allowed to interview all current or former employees to discuss matters pertinent to the performance of this Agreement, and shall be provided adequate and appropriate work space in order to conduct audits in compliance with this Article 18.10.
- E. If an audit inspection or examination in accordance with this Article 18.10 discloses overpricing or overcharges of any nature by the Contractor to the Owner in excess of one-half of one percent (.5%) of the total contract billings, then the reasonable actual cost of the Owner's audit shall be reimbursed to the Owner by the Contractor. Any adjustments and/or payments, which must be made as a result of any such audit or inspection of the Contractor's invoices and/or records, shall be made within a reasonable amount of time (not to exceed 90 days) from presentation of the Owner's findings to the Contractor.

18.11 *Trust Funds*

- A. This Project is subject to the Texas Trust Fund Statute, chapter 162 of the Texas Property Code, and the Parties acknowledge that the payment obligations contained herein for the Contractor to receive funds from the Owner and then use those funds to pay such Subcontractors, Suppliers, Vendors, Consultants, and the like, are subject to the Trust Fund Statute and the Owner's audit rights outline in this article 18.

18.12 *Severability*

- A. If any provision or any part of a provision of the Contract Documents shall be finally determined to be superseded, invalid, illegal, or otherwise unenforceable pursuant to any applicable Legal Requirements, such determination shall not impair or otherwise affect the validity, legality, or enforceability of the remaining provision or parts of the provision of the Contract Documents, which shall remain in full force and effect as if the unenforceable provision or part were deleted.

18.13 *Amendments*

- A. The Contract Documents may not be changed, altered, or amended in any way except in writing signed by a duly authorized representative of each party.

18.14 *Assignment*

- A. Contractor shall not, without the written consent of the Owner assign, transfer or sublet any portion or part of the Work or the obligations required by the Contract Documents, other than to an affiliate. An assignment to an affiliate shall not relieve the assignor of its obligations under this Agreement.

18.15 *Confidential Information*

- A. Confidential Information is defined as information which is determined by the transmitting party to be of a confidential or proprietary nature and: (a) the transmitting party identifies as either confidential or proprietary; (b) the transmitting party takes steps to maintain the confidential or proprietary nature of the information; and (c) the document is not otherwise available in or considered to be in the public domain. The receiving party agrees to maintain the confidentiality of the Confidential Information and agrees to use the Confidential Information solely in connection with the Project.
- B. A party receiving Confidential Information may disclose the Confidential Information as required by law or court order, including a subpoena or other form of compulsory legal process issued by a court or governmental entity. A party receiving Confidential Information may also disclose the Confidential Information to its employees, consultants or contractors in order to perform services or work solely and exclusively for the Project, provided those employees, consultants and contractors are subject to the restrictions on the disclosure and use of Confidential Information as set forth in this Contract.

18.16 *Public Art Component*

- A. This Project is subject to the Owner's Public Art initiative and, as such, two percent (2%) of the Project budget, through separate funds, are devoted to the commission or acquisition and installation of a public art work. The Contractor expressly acknowledges that the Public Art component is part of the Work. The Contractor agrees to coordinate with the Owner and the artist for installation of the art work at the direction of the artist and the Owner. The cost of such coordination, direction and installation shall be born by Contractor and are part of the Contract Price.

18.17 *Open Records Act/Texas Public Information Act Requests*

- A. The Contractor recognizes that this Project is publicly owned and the Owner is subject to the disclosure requirements of the Texas Public Information Act ("TPIA"). As part of its obligations within the Contract Documents, the Contractor agrees, at no additional cost to the Owner, to cooperate with the Owner for any particular needs or obligations arising out of the Owner's obligations under the TPIA. This acknowledgement and obligation are in addition to and complimentary to the Owner's audit rights in section 18.10.

DISCLOSURE OF CAMPAIGN CONTRIBUTIONS AND DONATIONS FORM

In compliance with [Title 2, Chapter 2.92, Section 2.92.080](#)

Introduction:

Individuals or entities benefiting by a City Council Agenda item must disclose contributions or donations made to current members of Council under the City's Ethics Code. The information on this form is being captured for transparency purposes and will be noted on the relevant City Council Agenda. **Contributions and Donations do NOT disqualify an applicant from doing business with the City.**

Definitions:

- "Contribution" A direct or indirect transfer of money, goods, services, or any other thing of value and includes an agreement made or other obligation incurred, whether legally enforceable or not, to make a transfer. The term includes a loan or extension of credit, other than those expressly excluded by the Texas Election Code, and a guarantee of a loan or extension of credit.
- "Contributor" A person making a contribution, including the contributor's spouse.
- "Donation" Cash and the value of any in-kind contributions or gifts to the council member for use by their office or in their district.
- "Donor" An individual and spouse, a business entity, or an individual who owns a business entity in whole or in part, or is operated by the individual, that is the subject of a council agenda item.
- "Benefiting" Shall include but not be limited to any contract, bid award, franchise, permit, zoning or rezoning, and other award that council will vote on.

Instructions: Please read and complete this form carefully. If you have made campaign contributions or donations to any current City Council member(s) totaling an aggregate of \$500 or more during their campaign(s) or term(s) of City office, you are required to disclose the information as specified below. If you have not made such contributions or donations past the limit specified in the ordinance, you are required to affirm your compliance with the municipal code. Please submit this completed form along with your application or proposal to the relevant city department. Failure to disclose campaign contributions or donations as required by the ordinance may result in a violation of the City's Ethics Code requirements, and sanctions under the Ethics Code 2.92.

Contributor / Donor Information:

| | |
|---------------------|------------------------------------------------------------|
| Full Name | Ashok Kamath |
| Business Name | Jordan Foster Construction, LLC |
| Agenda Item Type | Contract Award: 2024-0272R Advanced Manufacturing District |
| Relevant Department | Aiport |

Disclosure Affirmation: Please check the appropriate box below to indicate whether you have made campaign contributions or donations totaling an aggregate of \$500 or more to any City Council member(s) during their campaign(s) or term(s) of City office specified in Section 2.92.080 of the El Paso Municipal Code.



I have **NOT** made campaign contributions or donations totaling an aggregate of \$500 or more to any City Council member(s) during their campaign(s) or term(s) of City office, as specified in Section 2.92.080 of the El Paso Municipal Code.

OR



I have made campaign contributions or donations totaling an aggregate of \$500 or more to the following City Council member(s) during their campaign(s) or term(s) of City office:

| OFFICE | CURRENT COUNCIL MEMBER NAME | AMOUNT (\$) |
|------------|-----------------------------|-------------|
| Mayor | | |
| District 1 | | |
| District 2 | | |
| District 3 | | |
| District 4 | | |
| District 5 | | |
| District 6 | | |
| District 7 | | |
| District 8 | | |

Declaration: I hereby affirm that the information provided in this disclosure form is true and accurate to the best of my knowledge. I understand that this disclosure is required by Title 2, Chapter 2.92 of the El Paso Municipal Code and is subject to verification by the city authorities. Further, I understand that upon submission of this form, I must disclose any subsequent contributions or donations prior to the relevant council meeting date.

Signature: _____

Date: _____

3/26/2024



CITY OF EL PASO

PreConstruction Services EPIA Advanced Manufacturing District Design-Build Team

Solicitation 2024-0272R
January 22, 2025

Request for Action

- Award of Design-Build Contract to Jordan Foster Construction, LLC
- Award amount: \$2,815,127.16
- Funding sources: \$2,252,101.73 (80%) EDA Federal Grant Award
\$563,025.43 (20%) Airport Enterprise Funds

Project Details

| | |
|------------------------------------|-------------------------------------------------------|
| Location: | El Paso International Airport |
| District(s): | ALL |
| Today's Request for Action: | \$2,815,127.16 |
| Funding Source: | EDA Federal Grant and Airport Enterprise Funds |

Project Scope of Work

Advanced Manufacturing District Project
Preconstruction Services to 60% Design
Development

- Located inside EPIA's Air Operations Area
 - Two 100,000 Sq. Ft. Buildings
 - One 50,000 Sq. Ft. Building
 - Corner of Global Reach Dr. & George Perry Blvd



Procurement Summary

Design-Build Alternative Procurement Method

- Six (6) proposals were received
- Three (3) from local suppliers
- Recommendation
 - The contract be awarded to the Design-Build team offering the best value for the City on the basis of the published selection criteria and on its ranking evaluations in accordance with Texas Local Government Code 2269 Contracting and Delivery Procedures for Construction Projects to Jordan Foster Construction, LLC in the amount of \$2,815,127.16 for pre-construction services.

Today's Award Recommendation Includes

- Pre-Construction Services up to 60% Design Development
- Building Package GMP (Guaranteed Maximum Price) Based on 60% Construction Documents

Next Steps

- Return to City Council to request approval to amend contract to include the construction portion of this project as delineated by the Design-Build methodology.

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 #: 25-70, 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

Environmental Services Department, Nicholas N. Ybarra, (915) 212-6025

AGENDA LANGUAGE:

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

The linkage to the Strategic Plan is subsection: 8.6 Provide long-term, cost effective, sustainable regional solid waste solutions.

Award Summary:

Discussion and action that the Managing Director of the Purchasing & Strategic Sourcing Department be authorized to issue Purchase Order(s) to Epax Systems, Inc., the sole authorized distributor of Bergmann's Waste and Recycling equipment in North America to include all parts for the Mobile Roller Crusher for Environmental Services Department for a one-time purchase for an estimated amount of \$172,370.00. This contract will add this equipment for the Customer Collection Station Operations.

Contract Variance:

Not applicable, new contract.

Department: Environmental Services

Award to: Epax Systems, Inc.

City & State: Panorama City, CA

Item(s): All

Initial Term: One-time

Option Term: NA

Total Contract Time: One-time

Annual Estimated Award: NA

Initial Term Estimated Award: \$172,370.00

Option Term Estimated Award: NA

Total Estimated Award \$172,370.00

Account(s): 334 - 3150 - 34100 - 580290 - P3410 - PESD00250

Funding Source(s): Environmental Services Operating

District(s): All

Non-Competitive Procurement under Local Government General Exemption: Section 252.022 - (7) a

procurement of items that are available from only one source - (A) items that are available from only one source because of patents, copyrights, secret processes, or natural monopolies.

The Purchasing & Strategic Sourcing Department and Environmental Department recommend award as indicated to Epax Systems, Inc., under the exemption listed above.

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

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



DEPARTMENT: Environmental Services
Purchasing & Strategic Sourcing

AGENDA DATE: January 22, 2025

PUBLIC HEARING DATE: NA

CONTACT PERSON Nicholas N. Ybarra, Director **PHONE NUMBER:** (915)212-6025

NAME: K. Nicole Cote, Managing Director **PHONE NUMBER** (915)212-1092

DISTRICT(S) AFFECTED: All

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

SUBGOAL: 8.6 – Provide long-term, cost effective, sustainable regional solid waste solutions

SUBJECT:

Discussion and action that the Managing Director of the Purchasing & Strategic Sourcing Department be authorized to issue Purchase Order(s) to Epax Systems, Inc., the sole authorized distributor of Bergmann's Waste and Recycling equipment in North America to include all parts for the Mobile Roller Crusher for Environmental Services Department for a one-time purchase for an estimated amount of \$172,370.00. This contract will add this equipment for the Customer Collection Station Operations.

BACKGROUND / DISCUSSION:

This contract will allow to purchase the mobile roller crusher to provide better service, increase performance and productivity. The mobile crusher will be dedicated on site and will not require a dedicated driver to operate. This equipment operates similar to a forklift and is able to move containers with the hook system in place and prevents from utilizing a roll-off truck. This will also shorten waiting time for a roll-off truck to move full containers and replace with empty ones. The mobile crusher will improve productivity and minimizing trips to the landfill.

COMMUNITY AND STAKEHOLDER OUTREACH:

NA

SELECTION SUMMARY:

Epax Systems, Inc., the sole authorized distributor of Bergmann's Waste and Recycling equipment in North America. Epax Systems, Inc., is also the sole supplier for parts for this crusher.

CONTRACT VARIANCE:

Not applicable, new contract.

PROTEST

No protest received for this requirement.

PRIOR COUNCIL ACTION:

NA

AMOUNT AND SOURCE OF FUNDING:

Amount: \$172,370.00

Funding Source: 334 – 3150 – 34100 – 580290 – P3410 – PESD00250

Account: Environmental Services Operating

REPORTING OF CONTRIBUTION OR DONATION TO CITY COUNCIL:

Report any contributions or donations to City Council of an accumulated total of \$500 or more. Report the name of the elected official and the amount.

| NAME | AMOUNT (\$) |
|------|-------------|
| NA | NA |
| | |
| | |
| | |

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

DEPARTMENT HEAD:



Nicholas N. Ybarra, Director



K. Nicole Cote, Managing Director

Project Form
Non-Competitive

*****Posting Language Below*****

Please place the following item on the Regular Agenda for the City Council of January 22, 2025.

Strategic Goal 8 - Nurture and Promote a Healthy, Sustainable Community

The linkage to the Strategic Plan is subsection: 8.6 Provide long-term, cost effective, sustainable regional solid waste solutions

Award Summary:

Discussion and action that the Managing Director of the Purchasing & Strategic Sourcing Department be authorized to issue Purchase Order(s) to Epax Systems, Inc., the sole authorized distributor of Bergmann's Waste and Recycling equipment in North America to include all parts for the Mobile Roller Crusher for Environmental Services Department for a one-time purchase for an estimated amount of \$172,370.00. This contract will add this equipment for the Customer Collection Station Operations.

Contract Variance:

Not applicable, new contract.

| | |
|-------------------------------|-------------------------------------------------|
| Department: | Environmental Services |
| Award to: | Epax Systems, Inc. |
| City & State: | Panorama City, CA |
| Item(s): | All |
| Initial Term: | One-time |
| Option Term: | NA |
| Total Contract Time: | One-time |
| Annual Estimated Award: | NA |
| Initial Term Estimated Award: | \$172,370.00 |
| Option Term Estimated Award: | NA |
| Total Estimated Award | \$172,370.00 |
| Account(s): | 334 – 3150 – 34100 – 580290 – P3410 – PESD00250 |
| Funding Source(s): | Environmental Services Operating |
| District(s): | All |

Non-Competitive Procurement under Local Government General Exemption: Section 252.022 - (7) a procurement of items that are available from only one source – (A) items that are available from only one source because of patents, copyrights, secret processes, or natural monopolies.

The Purchasing & Strategic Sourcing Department and Environmental Department recommend award as indicated to Epax Systems, Inc., under the exemption listed above.

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.



PURCHASING & STRATEGIC SOURCING DEPARTMENT

SOLE SOURCE AFFIDAVIT

THIS IS AN OFFICIAL PURCHASING DOCUMENT-RETAIN WITH PURCHASE ORDER FILE

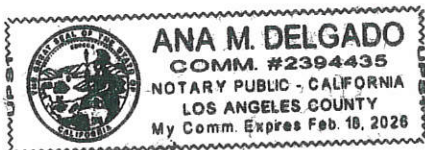
Before me, the undersigned official, on this day, personally appeared _____ a person known to me to be the person whose signature appears below, whom after being duly sworn upon his/her oath deposed and said:

1. My name is Stefan Nielsen. I am over the age of 18, have never been of a convicted crime and am competent to make this affidavit.
2. I am an authorized representative of the following company or firm: Epax Systems, Inc.
3. The above named company or firm is the sole source for the following item(s), product(s) or service(s):
Bergmann's line of waste & recycling equipment including the RoPax Mobile Jumbo.
4. Competition in providing the above named item(s) product(s), service(s) is precluded by the existence of a patent, copyright, secret process or monopoly as stated under Section 252.022, Subchapter A of the Local Governmental Code 7A or as provided for under 7B-F of the same section. Also, attached hereto is a sole source letter, which sets forth the reasons why this Vendor is a sole source provider (dated and signed).
5. There is/are no other like item(s) or product(s) available for purchase that would serve the same purpose or function.
6. **Note: This Vendor understands that by providing false information on this Sole Source Affidavit, it may be considered a non-responsible Vendor on this and future purchases and may result in discontinuation of any/all business with the City of El Paso.**

Signature

Stefan Nielsen

SUBSCRIBED AND SWORN to before me on this 21 day of NOV. 2024



NOTARY PUBLIC

Ana M Delgado

PRINTED NAME

218126

MY COMMISSION EXPIRES

COMPANY NAME: Epax Systems, Inc.
ADDRESS, CITY, STATE & ZIP CODE: 14641 Armenta Street
PHONE: (818) 994-2870 FAX NUMBER: (818) 994-4032
CONTACT NAME AND TITLE: Stefan Nielsen, President & COO
WEB ADDRESS: www.epaxsystems.com EMAIL: stefan@epaxsystems.com
FEDERAL TAX ID NUMBER: 95-4792568 TEXAS SALES TAX NUMBER: _____

Heinz Bergmann OHG, Von-Arenberg-Str. 7, D-49762 Lathen, Germany

Epax systems, Inc.
Att. Stefan Nielsen
14641 Arminta Street

CA 91402 Panorama City

Your contact:

Wolfgang Abrams
sales
wolfgang.abrams@bergmann-online.com
phone: +49 (0) 5933-955-230

Lathen, 11.21.2024

Accreditation Epax

To whom it may concern:

This letter is to confirm that Epax systems, Inc., is the sole authorized distributor of Bergmann's Waste and Recycling equipment in North America.
This applies to all parts and products offered by our company including the Roll-Packer line of equipment that is offered in the United States under the ROPAX Jumbo brand name, see below.

- ROPAX Jumbo Stationary
- ROPAX Jumbo Traversing
- ROPAX Jumbo Mobile

Thank you for your interest in our equipment.

Kind Regards

Heinz Bergmann
owner
Heinz Bergmann OHG - Maschinen für die Abfallwirtschaft (Ems)
Von-Arenberg-Str. 7, D-49762 Lathen
Tel. +49 5933 / 955-0 • Fax +49 5933 / 955-294
www.bergmann-online.com

DISCLOSURE OF CAMPAIGN CONTRIBUTIONS AND DONATIONS FORM

In compliance with [Title 2, Chapter 2.92, Section 2.92.080](#)

Introduction:

Individuals or entities benefiting by a City Council Agenda item must disclose contributions or donations made to current members of Council under the City's Ethics Code. The information on this form is being captured for transparency purposes and will be noted on the relevant City Council Agenda. **Contributions and Donations do NOT disqualify an applicant from doing business with the City.**

Definitions:

- "Contribution" A direct or indirect transfer of money, goods, services, or any other thing of value and includes an agreement made or other obligation incurred, whether legally enforceable or not, to make a transfer. The term includes a loan or extension of credit, other than those expressly excluded by the Texas Election Code, and a guarantee of a loan or extension of credit.
- "Contributor" A person making a contribution, including the contributor's spouse.
- "Donation" Cash and the value of any in-kind contributions or gifts to the council member for use by their office or in their district.
- "Donor" An individual and spouse, a business entity, or an individual who owns a business entity in whole or in part, or is operated by the individual, that is the subject of a council agenda item.
- "Benefiting" Shall include but not be limited to any contract, bid award, franchise, permit, zoning or rezoning, and other award that council will vote on.

Instructions: Please read and complete this form carefully. If you have made campaign contributions or donations to any current City Council member(s) totaling an aggregate of \$500 or more during their campaign(s) or term(s) of City office, you are required to disclose the information as specified below. If you have not made such contributions or donations past the limit specified in the ordinance, you are required to affirm your compliance with the municipal code. Please submit this completed form along with your application or proposal to the relevant city department. Failure to disclose campaign contributions or donations as required by the ordinance may result in a violation of the City's Ethics Code requirements, and sanctions under the Ethics Code 2.92.

Contributor / Donor Information:

| | |
|---------------------|-----------------------------------|
| Full Name | Stefan Nielsen |
| Business Name | Epax systems, Inc. |
| Agenda Item Type | 2025-0237 Mobile Roller Crusher |
| Relevant Department | Environmental Services Department |

Disclosure Affirmation: Please check the appropriate box below to indicate whether you have made campaign contributions or donations totaling an aggregate of \$500 or more to any City Council member(s) during their campaign(s) or term(s) of City office specified in Section 2.92.080 of the El Paso Municipal Code.



I have **NOT** made campaign contributions or donations totaling an aggregate of \$500 or more to any City Council member(s) during their campaign(s) or term(s) of City office, as specified in Section 2.92.080 of the El Paso Municipal Code.

OR



I have made campaign contributions or donations totaling an aggregate of \$500 or more to the following City Council member(s) during their campaign(s) or term(s) of City office:

| OFFICE | CURRENT COUNCIL MEMBER NAME | AMOUNT (\$) |
|------------|-----------------------------|-------------|
| Mayor | | |
| District 1 | | |
| District 2 | | |
| District 3 | | |
| District 4 | | |
| District 5 | | |
| District 6 | | |
| District 7 | | |
| District 8 | | |

Declaration: I hereby affirm that the information provided in this disclosure form is true and accurate to the best of my knowledge. I understand that this disclosure is required by Title 2, Chapter 2.92 of the El Paso Municipal Code and is subject to verification by the city authorities. Further, **I understand that upon submission of this form, I must disclose any subsequent contributions or donations prior to the relevant council meeting date.**

Signature: Stefan Nielsen Digitally signed by Stefan Nielsen
Date: 2024.12.04 11:32:32 -08'00' Date: 12/04/2024



Legislation Text

File #: 25-13, 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

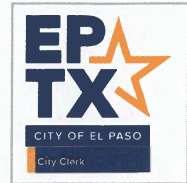
Streets and Maintenance, Jose N. Hernandez, (915) 212-7002

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 12.88 Schedules), Section 12.88.200 (Schedule XVII-Restrictions on Parking in Residential Districts), Subsection Zone O: No Parking Any Time, Tow Away Zone, of the El Paso City Code, to add Item 2: 3720 E. San Antonio Ave. to 3828 E. San Antonio Ave., south side only; to add Item 3: Gateway Blvd. South from E. San Antonio Ave. to Findley Ave., west side only; to add Item 4: 3700 Findley Ave. to 3821 Findley Ave., north side only; to add Item 5: 3808 Findley Ave. to 3816 Findley Ave., south side only; to add Item 6: Alley Between E. San Antonio Ave. and Findley Ave., from Stevens St. to E. San Antonio Ave., both sides; to add Item 7: S. Stevens St. from Findley Ave. to the alley of Findley Ave., east side only; to add Item 8: S. Latta St. from E. San Antonio Ave. to Findley Ave., both sides; the penalty being provided In Chapter 12.88 of the El Paso City Code.

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



903

DEPARTMENT: Streets and Maintenance

AGENDA DATE: 1/7/25

PUBLIC HEARING DATE: 1/21/25

CONTACT PERSON NAME: Jose N Hernandez

PHONE NUMBER: 915-212-7002

DISTRICT(S) AFFECTED: 2

STRATEGIC GOAL: 7 – Enhance and Sustain El Paso's Infrastructure

SUBGOAL: 7.3 – Enhance a regional comprehensive transportation sys

SUBJECT: Amend Title 12 (Vehicles and Traffic), Chapter 12.88 (Schedules), Section 12.88.200 (Schedule XVII – restrictions on Parking in Residential Districts) of the City Code, to add under Subsection O (No Parking, Any

BACKGROUND / DISCUSSION:

On May 23, 2024 Streets and Maintenance attended a public meeting with St. Francis Xavier Neighborhood Association to address traffic and safety concerns. Residents requested Streets and Maintenance establish a Residential Parking District (RPD) due to non-neighborhood residents parking within the neighborhood streets to utilize the port of entrv at Cordova -

COMMUNITY AND STAKEHOLDER OUTREACH:

On May 23, 2024 a public meeting was held by the St. Francis Xavier Neighborhood Association to voice their concerns regarding traffic and parking congestion, and community safety. Since the initial meeting Streets and Maintenance and other Departments, such as EPPD and Code Enforcement have met with the St. Francis Xavier NA to discuss the efforts

PRIOR COUNCIL ACTION:

N/A

AMOUNT AND SOURCE OF FUNDING:

N/A


REPORTING OF CONTRIBUTION OR DONATION TO CITY COUNCIL:

N/A

| NAME | AMOUNT (\$) |
|------|-------------|
| | |
| | |
| | |
| | |

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

DEPARTMENT HEAD:


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

ORDINANCE NO. _____

AN ORDINANCE AMENDING TITLE 12 (VEHICLES AND TRAFFIC), CHAPTER 12.88 (SCHEDULES), SECTION 12.88.200 (SCHEDULE XVII-RESTRICTIONS ON PARKING IN RESIDENTIAL DISTRICTS), SUBSECTION ZONE O: NO PARKING ANY TIME, TOW AWAY ZONE, OF THE EL PASO CITY CODE, to ADD ITEM 2: 3720 E. SAN ANTONIO AVE to 3828 E. SAN ANTONIO AVE., SOUTH SIDE ONLY; to ADD ITEM 3: GATEWAY BLVD SOUTH FROM E. SAN ANTONIO AVE TO FINDLEY AVE, WEST SIDE ONLY; to ADD ITEM 4: 3700 FINDLEY AVE TO 3821 FINDLEY AVE, NORTH SIDE ONLY; to ADD ITEM 5: 3808 FINDLEY AVE TO 3816 FINDLEY AVE, SOUTH SIDE ONLY; to ADD ITEM 6: ALLEY BETWEEN E. SAN ANTONIO AVE. AND FINDLEY AVE., FROM STEVENS ST. TO E. SAN ANTONIO AVE., BOTH SIDES; to ADD ITEM 7: S. STEVENS ST. FROM FINDLEY AVE. TO THE ALLEY OF FINDLEY AVE., EAST SIDE ONLY; to ADD ITEM 8: S. LATTA ST FROM E. SAN ANTONIO AVE. TO FINDLEY AVE., BOTH SIDES; THE PENALTY BEING PROVIDED IN CHAPTER 12.88 OF THE EL PASO CITY CODE.

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

SECTION 1. Amend Title 12 (Vehicles and Traffic), Chapter 12.88 (Schedules), Section 12.88.200 (Schedule XVII-Restrictions on Parking in Residential Districts), Subsection Zone O: No Parking, Any Time, Tow Away Zone, to Add Items:

2. 3720 E. SAN ANTONIO AVE to 3828 E. SAN ANTONIO AVE., SOUTH SIDE ONLY
3. GATEWAY BLVD SOUTH FROM E. SAN ANTONIO AVE TO FINDLEY AVE, WEST SIDE ONLY
4. 3700 FINDLEY AVE TO 3821 FINDLEY AVE, NORTH SIDE ONLY
5. 3808 FINDLEY AVE TO 3816 FINDLEY AVE, SOUTH SIDE ONLY
6. ALLEY BETWEEN E. SAN ANTONIO AVE. AND FINDLEY AVE., FROM STEVENS ST. TO E. SAN ANTONIO AVE., BOTH SIDES
7. S. STEVENS ST. FROM FINDLEY AVE. TO THE ALLEY OF FINDLEY AVE., EAST SIDE ONLY
8. S. LATTA ST FROM E. SAN ANTONIO AVE. TO FINDLEY AVE., BOTH SIDES

SECTION 2. Except as herein amended, Title 12 of the El Paso City Code shall remain in full force and effect.

ADOPTED this _____ day of _____, 2025.

CITY OF EL PASO

Renard U. Johnson, Mayor

ATTEST:

Laura D. Prine, City Clerk

APPROVED AS TO FORM:

Mona M. Heydarian
Assistant City Attorney

APPROVED AS TO CONTENT:

Richard Bristol, Director
Streets and Maintenance Department

This text box is to remind you about the ASL translator service. Do NOT add any info in this space.

REMOVE THIS BOX ONCE THE PRESENTATION IS FINALIZED.

Ordinance Amending Title 12.88.200

Proposed Residential Parking District St. Francis Xavier Neighborhood

Streets and Maintenance Department

CC January 7, 2025

PH January 21, 2025



Streets and Maintenance Department

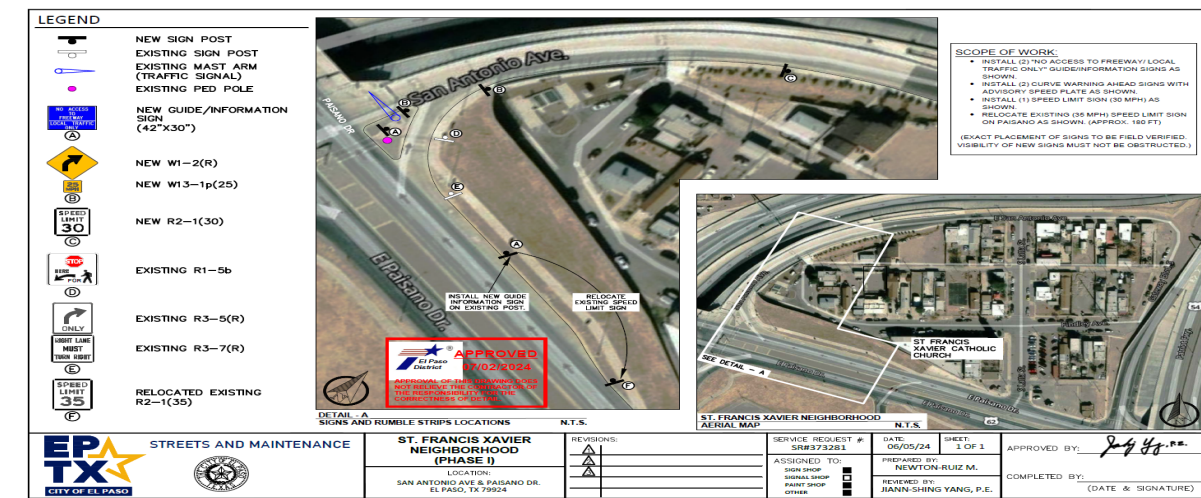
Ordinance Amending Title 12.88.200

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REMOVE THIS BOX ONCE THE PRESENTATION IS FINALIZED.

Traffic Concerns and Actions

- St. Francis Xavier Neighborhood Association requested with city staff a public meeting which was held on May 23, 2024
- Residents identified several traffic concerns to staff;
 - Most traffic issues have been mitigated by installing Signages, Painting Yellow Curbs and NO Parking Signs around outside perimeter of neighborhood
- Residents have requested a **Residential Parking District** to be established
- An RPD application was evaluated and approved; this Agenda item will formally establish a Residential Parking District in this area



Streets and Maintenance Department

Ordinance Amending Title 12.88.200

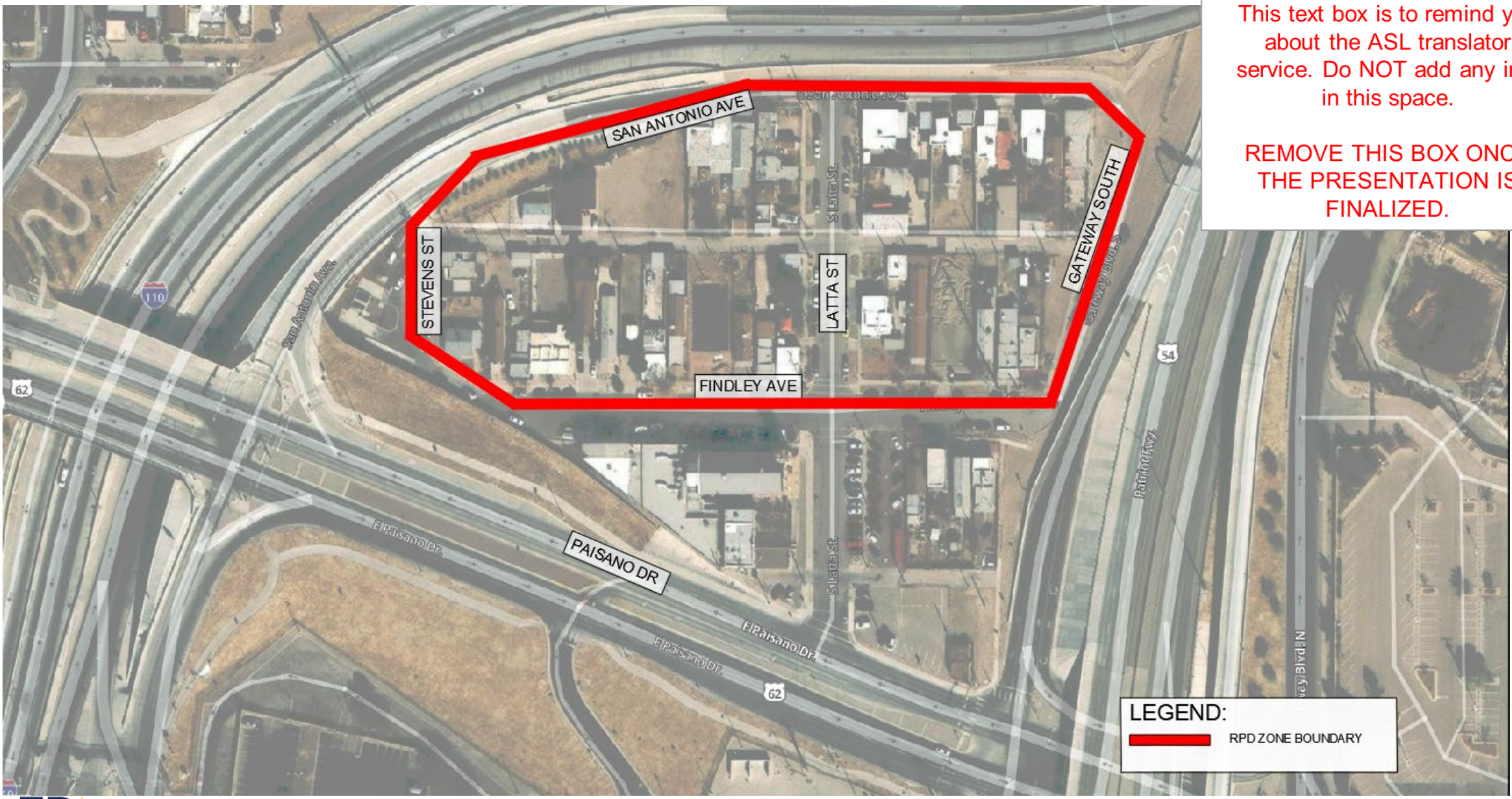
This text box is to remind you about the ASL translator service. Do NOT add any info in this space.

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Purpose of Amendment

- St. Francis Xavier NA requested Residential Parking District (RPD) to be established
- To alleviate parking congestion created by individuals parking in the neighborhood in order to walk across into port of entry of Bridge of the Americas (BOTA)
- Address neighborhood resident's property safety concerns
- Reduce loitering and littering within neighborhood
- RPD's allow residents to park in RPD zone with requested decals
- Condition: No Parking, Any Time, Tow Away Zone





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LEGEND:

— RPD ZONE BOUNDARY

Streets and Maintenance Department

Ordinance Amending Title 12.88.200

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REMOVE THIS BOX ONCE THE PRESENTATION IS FINALIZED.

Residential Parking District (RPD) Criteria:

- Requires City Council Approval
- Requires Citizen Initiated Petition
- \$25 Initial Application Fee
- 75% of Block Signatures for Sign Installation
- Annual Fee of \$10 per Vehicle
- Two Visitors Passes

Streets and Maintenance Department

Ordinance Amending Title 12.88.200

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REMOVE THIS BOX ONCE THE PRESENTATION IS FINALIZED.

Requested Council Action:

AN ORDINANCE AMENDING TITLE 12 (VEHICLES AND TRAFFIC), CHAPTER 12.88 (SCHEDULES), SECTION 12.88.200 (SCHEDULE XVII-RESTRICTIONS ON PARKING IN RESIDENTIAL DISTRICTS)

SECTION 1. Amend Title 12 (Vehicles and Traffic), Chapter 12.88 (Schedules), Section

12.88.200 (Schedule XVII-Restrictions on Parking in Residential Districts), Subsection Zone O

No Parking, Any Time, Tow Away Zone, to Add Items

2. 3720 E. SAN ANTONIO AVE to 3828 E. SAN ANTONIO AVE., SOUTH SIDE ONLY
3. GATEWAY BLVD SOUTH FROM E. SAN ANTONIO AVE TO FINDLEY AVE, WEST SIDE ONLY
4. 3700 FINDLEY AVE TO 3821 FINDLEY AVE, NORTH SIDE ONLY
5. 3808 FINDLEY AVE TO 3816 FINDLEY AVE, SOUTH SIDE ONLY
6. ALLEY BETWEEN E. SAN ANTONIO AVE. AND FINDLEY AVE., FROM STEVENS ST. TO E. SAN ANTONIO AVE., BOTH SIDES
7. S. STEVENS ST. FROM FINDLEY AVE. TO THE ALLEY OF FINDLEY AVE., EAST SIDE ONLY
8. S. LATTA ST FROM E. SAN ANTONIO AVE. TO FINDLEY AVE., BOTH SIDES

6

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REMOVE THIS BOX ONCE THE PRESENTATION IS FINALIZED.

QUESTIONS?

7



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Mission

Deliver exceptional service and support a high quality place for our community



Vision

Develop a vibrant regional economy, safe and beautiful neighborhoods and exceptional recreational, cultural and educational opportunities powered by a high performing government



Values

Integrity, Respect, Excellence, Accountability, People



Misión

Brindar servicios exce
respaldar una vida y u
calidad para nuestra comunidad

This text box is to remind you about the ASL translator service. Do NOT add any info in this space.

REMOVE THIS BOX ONCE
THE PRESENTATION IS
FINALIZED.



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



El Paso, TX

300 N. Campbell
El Paso, TX

Legislation Text

File #: 25-76, 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, Chief Peter Pacillas, (915) 212-4302

AGENDA LANGUAGE:

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

Discussion and action to approve budget transfer to increase FY2025 Confiscated Funds and Appropriations a total of \$460,300 in State and Federal Confiscated Funds.

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



DEPARTMENT: Police

AGENDA DATE: 1/21/25

PUBLIC HEARING DATE:

CONTACT PERSON NAME: Chief Peter Pacillas

PHONE NUMBER: 915-212-4302

DISTRICT(S) AFFECTED: All

STRATEGIC GOAL:

#2-Set the Standard for A Safe & Secure City

SUBGOAL:

Increase public safety operational efficiency

SUBJECT:

Discussion and action to approve budget transfer to increase FY2025 Confiscated Funds and appropriations a total of \$460,300 in State and Federal Confiscated funds.

BACKGROUND / DISCUSSION:

Funds are received through awards made by the Asset Forfeiture Program and must be used to further law enforcement activities. The proposed FY2025 Confiscated Funds Budget allow the Police Department to purchase public safety equipment, provide training to employees and funds substance abuse and prevention programs. The large planned purchases are detailed in the attachment.

COMMUNITY AND STAKEHOLDER OUTREACH:

N/A

PRIOR COUNCIL ACTION:

City Council approved FY24 Confiscated Funds Budget Transfer of \$645,070 on January 30, 2024.

AMOUNT AND SOURCE OF FUNDING:

Funding from State, Federal and Treasury Confiscated Funds
321-21270-2814
321-21270-2812
321-21270-2816

REPORTING OF CONTRIBUTION OR DONATION TO CITY COUNCIL:

N/A

| NAME | AMOUNT (\$) |
|------|-------------|
| | |

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

for **DEPARTMENT HEAD:** AKC H. Talamantes

(If Department Head Summary Form Is Initiated by Purchasing, client department should sign also)



EI PASO POLICE DEPARTMENT

Confiscated Fund FY 2025 Budget Requests

| | | Estimated |
|----------------------|------------------------------------------------------------------------------|---------------|
| Section | Item Description | Cost |
| Department Wide | Travel funds | \$ 106,256.00 |
| Department Wide | Outside Contracts-Audit Fees and GoldBelt Training | \$ 55,000.00 |
| Department Wide | Omnigo Software Inventory System | \$ 30,000.00 |
| Regional Commands | Noise Level Readers 2 per region | \$ 7,800.00 |
| Community Develop | 10% of State Confiscated Funds | \$ 36,500.00 |
| Auxiliary Support | Uline Semi Electric Straddle Stacker 63" Lift | \$ 4,680.00 |
| Auxiliary Support | Hawk Series Gun Safe (2) | \$ 3,310.00 |
| Dignitary Protection | Lease Vehicle for Mayor | \$ 10,830.00 |
| Internal Affairs | 7 - Leased Vehicles (unmarked); (\$4,865/month) | \$ 58,380.00 |
| Motors | 28 Helmet Kits (\$2,378) Includes Installation | \$ 66,584.00 |
| CRCC | Cameras for Patrol Officers (10) | \$ 1,900.00 |
| WSRCC | Workstations for Reporting Officers | \$ 25,000.00 |
| Academy | Milo Tasers and Body Cameras | \$ 10,000.00 |
| Major Crimes-Crimin | Dual 77+445nm/532nm Pistol Grip Investigation laser system | \$ 35,000.00 |
| Financial Crimes | Digital Forensics Storage Synology DS1821+8 Bay Diststation NAS 96TB Storage | \$ 4,260.00 |
| Financial Crimes | Panorama Gamer Desktop PC to allow FCU to process extremely large caseloads. | \$ 4,800.00 |
| | | \$ 460,300.00 |