

Oscar Leeser
Mayor

Tommy Gonzalez
City Manager



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

AGENDA FOR THE REGULAR COUNCIL MEETING

February 15, 2022
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: 128-850-626#

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

AND

AGENDA REVIEW MEETING
COUNCIL CHAMBERS, CITY HALL
300 N. CAMPBELL AND VIRTUALLY
February 14, 2022
9:00 AM

Teleconference phone number: 1-915-213-4096
Toll free number: 1-833-664-9267
Conference ID: 110-919-349#

Notice is hereby given that an Agenda Review Meeting will be conducted on February 14, 2022 at 9:00 A.M. and a Regular Meeting of the City Council of the City of El Paso will be conducted on February 15, 2022 at 9:00 A.M. Members of the public may view the meeting via the following means:

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

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

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

At the prompt please enter the corresponding Conference ID:

Agenda Review, February 14, 2022 Conference ID: 110-919-349#

Regular Council Meeting, February 15, 2022 Conference ID: 128-850-626#

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:

**<https://www.elpasotexas.gov/city-clerk/meetings/city-council-meetings>
and
http://legacy.elpasotexas.gov/muni_clerk/Sign-Up-Form-Call-To-The-Public.php**

The following members of City Council will be present via video conference:

Representatives Cassandra Hernandez and Cissy Lizarraga

A quorum of City Council must participate in the meeting.

ROLL CALL

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

PLEDGE OF ALLEGIANCE

MAYOR'S PROCLAMATIONS

Career and Technical Education Day

Gilbert Trejo Day

NOTICE TO THE PUBLIC

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

CONSENT AGENDA - APPROVAL OF MINUTES:

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

1. Approval of Minutes of the Regular City Council Meeting of January 19, 2022, and the Agenda Review Meeting of January 31, 2022. [22-215](#)

All Districts

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

CONSENT AGENDA - REQUEST TO EXCUSE ABSENT CITY COUNCIL MEMBERS:

2. **CONSENT AGENDA - REQUEST TO EXCUSE ABSENT CITY COUNCIL MEMBERS:**

CONSENT AGENDA - RESOLUTIONS:

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

3. A Resolution to authorize the City Manager to sign a "First Amendment to Operating Agreement," in substantially the form attached to the Resolution, providing a one-year extension to those airlines having an existing "Operating Agreement" with the City of El Paso, provided that the subject airline is not in default of any of the terms of its Operating Agreement. [22-187](#)

District 3

Airport, Sam Rodriguez, (915) 212-7300

4. A Resolution to authorize the City Manager to sign a "Third Amendment to Operating Agreement," or a "Third Amendment to Airline Operating Agreement and Terminal Building Lease" in substantially the form attached to the Resolution, providing two additional one-year extensions to airlines having either an existing "Operating Agreement" or an existing "Airline Operating Agreement and Terminal Building Lease" with the City of El Paso, provided that the subject airline is not in default of any of the terms of its existing agreement. [22-188](#)

District 3

Airport, Sam Rodriguez, (915) 212-7300

Goal 3: Promote the Visual Image of El Paso

5. A Resolution that the City of El Paso consents to the Paseo Del Este Municipal Utility District No. 6 request to serve and annex certain property located within the Extraterritorial Jurisdiction of the City of El Paso, Texas. **(ETJ)** Subject Property: South of Eastlake Blvd. and West of Darrington Rd. Applicant: Paseo Del Este Municipal Utility District No. 6 and Northtowne Village Joint Venture. [22-168](#)

Extraterritorial Jurisdiction

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

Planning and Inspections, Raul Garcia, (915) 212-1643

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

6. That the City Manager be authorized to sign a Foundation Agreement between the City of El Paso and the El Paso Museum of Art Foundation ("Foundation") regarding the Foundation's financial support of the El Paso Museum of Art ("EPMA") and the responsibilities of each Party to work collaboratively to sustain, enhance and improve the EPMA. [22-182](#)

All Districts

Museums and Cultural Affairs, Ben Fyffe, (915) 212-1766

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

7. A Resolution giving City Council representatives an opportunity to interview the following three recommended Public Service Board candidates prior to voting on the appointment: [22-179](#)
1. Marybeth Stevens
 2. Luis Rosas
 3. Stefanie Block Uribarri

All Districts

City Manager's Office, Karina Brasgalla, (915) 212-1570

City Manager's Office, Elizabeth Triggs, (915) 212-1619

CONSENT AGENDA - BOARD RE-APPOINTMENTS:

Goal 8: Nurture and Promote a Healthy, Sustainable Community

8. Joel Calderon to the Regional Renewable Energy Advisory Council by Representative Alexsandra Annello, District 2. [22-203](#)
Members of the City Council, Representative Alexsandra Annello, (915)-212-0002
9. Joseph Gutierrez to the Regional Renewable Energy Advisory Council by Representative Henry Rivera, District 7. [22-210](#)
Members of the City Council, Representative Henry Rivera, (915) 212-0007
10. Gina Gagen to the Animal Shelter Advisory Committee by Representative Henry Rivera, District 7. [22-209](#)
Members of the City Council, Representative Henry Rivera, (915) 212-0007

CONSENT AGENDA - BOARD APPOINTMENTS:

Goal 3: Promote the Visual Image of El Paso

11. Victor Hurtado to the Historic Landmark Commission by Representative Alexsandra Annello, District 2. [22-199](#)

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

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

12. Deborah Zuloaga to the Greater El Paso Civic, Convention and Tourism Advisory Board by Representative Joe Molinar, District 4. [22-197](#)

Members of the City Council, Representative Joe Molinar, (915) 212-0004

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

13. Joe Gudenrath to the Ad Hoc Charter Advisory Committee by Representative Isabel Salcido, District 5. [22-213](#)

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

CONSENT AGENDA - APPLICATIONS FOR TAX REFUNDS:

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

14. That the tax refunds listed on the attachment posted with this agenda be approved. This action would allow us to comply with state law which requires approval by the legislative body of refunds of tax overpayments greater than \$2,500.00. (See Attachment A) [22-171](#)

All Districts

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

CONSENT AGENDA - NOTICE FOR NOTATION:

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

15. Accept the donation of \$3,087.56 from the County of El Paso for a holiday and community engagement event that was hosted in District 3. [22-206](#)

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

CONSENT AGENDA - NOTICE OF CAMPAIGN CONTRIBUTIONS:

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

16. For notation pursuant to Section 2.92.080 of the City Code, receipt of campaign contribution by Representative Isabel Salcido in the amount of \$2,500.00 from Gayle G. Hunt and Woody L. Hunt. [22-211](#)

CONSENT AGENDA - REQUEST FOR PROPOSAL:

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

17. This linkage to Strategic Plan is subsection 2.7 - Maximize Municipal Court efficiency and enhance customer experience. [22-191](#)

Request that the Director of Purchasing & Strategic Sourcing be authorized to issue a purchase order to Justice Systems, Inc. referencing Contract 2013-211R Municipal Court Software Rebid. This change order is to increase the contract by \$60,475.50 for a total amount not to exceed \$2,677,355.50. The change order will cover the expenses for maintenance and support for the Full Court Enterprise (FCE) operating system for 6 months.

Contract Variance:
No contract variance

Department: Municipal Court
Award to: Justice Systems, Inc.
Albuquerque, NM
Total Estimated Amount: \$60,475.50
Account No.: 111-521080-2535-11030-PMC00010
Funding Source: Municipal Court Restricted Technology Fund
District(s): All

This is a Request for Proposal, services contract.

All Districts

Municipal Courts, Lilia A. Worrell, (915) 212-5822
Purchasing and Strategic Sourcing, Claudia A. Garcia, (915) 212-1218

Goal 8: Nurture and Promote a Healthy, Sustainable Community

18. The linkage to the Strategic Plan is subsection 8.1 Deliver prevention, intervention and mobilization services to promote a healthy, productive and safe community. [22-181](#)

Award Summary:

The award of Solicitation 2021-0885R Electronic Medical Records (EMR) System to CureMD.com, Inc., for a three (3) year initial term estimated amount of \$150,958.00. The award also includes a two (2) year option for an estimated amount of \$84,984.00. The total value of the contract is, including the initial term plus the option for a total of five (5) years, for an estimated amount of \$235,942.00. This contract will provide an EMR system from which care coordination efforts can be maximized, sustainability efforts can be accomplished, and quality improvement efforts can be driven for the care of City of El Paso residents.

Contract Variance:

The difference in cost, based on the comparison from previous contract is as follows: A decrease of \$181,421.60, which represents a 79.36% decrease for the same services.

Department:	Public Health
Award to:	CureMD.com, Inc. New York, NY
Item(s):	All
Initial Term:	Three (3) years
Option to Extend:	Two (2) years
Annual Estimated Amount:	\$ 65,974.00 Year 1 \$ 42,492.00 Years 2 - 5
Initial Term Estimated Amount:	\$150,958.00 (3 years)
Option to Extend Amount:	\$ 84,984.00 (2 years)
Total Estimated Award:	\$235,942.00 (5 years)
Funding Source:	General Funds and Public Health Grants
Accounts:	341-522020-1000-41170 341-522020-2140-41262-G412245
District(s):	All

This is a Request for Proposals (RFP), requirements contract.

The Purchasing & Strategic Sourcing and Public Health Departments recommend award as indicated to CureMD.com, Inc., the highest ranked proposer based on evaluation factors established for this procurement. In accordance with this award the City Manager or designee is authorized to exercise future options if needed.

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

All Districts

Public Health, Angela Mora, (915) 212-6564

Purchasing and Strategic Sourcing, Claudia A. Garcia, (915) 212-1218

REGULAR AGENDA - MEMBERS OF THE CITY COUNCIL

Goal 3: Promote the Visual Image of El Paso

19. Discussion and action to direct the City Manager to create a process to proactively and regularly address illegal dumping and to come back within 75 days to present costs and an implementation strategy.

[22-214](#)

All Districts

Members of the City Council, Representative Aleksandra Annello, (915) 212-0002

Members of the City Council, Representative Joe Molinar, (915) 212-0004

Members of the City Council, Representative Cissy Lizarraga, (915) 212-0008

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

20. Discussion and action on a Resolution to appoint a member to the El Paso Water Utilities Public Service Board of Trustees in the area of expertise of Consumer or Citizen Advocacy as recommended by the El Paso Water Utilities Public Service Board Selection Committee: [22-58](#)

- Ranked 1st Marybeth Stevens
- Ranked 2nd Luis Rosas
- Ranked 3rd Stefani Block Uribarri

[POSTPONED FROM 01-19-2022]

All Districts

Members of the City Council, Mayor Oscar Leeser, (915) 212-0021

REGULAR AGENDA - OPERATIONAL FOCUS UPDATES

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

21. Budget Update. [22-170](#)

All Districts

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

Goal 3: Promote the Visual Image of El Paso

22. Update on the public engagement strategy related to a bond program in alignment with and the implementation of the City's Strategic Plan. [22-173](#)

All Districts

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

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: 128-850-626#

A sign-up form is available on line for those who wish to sign up in advance of the meeting at: http://legacy.elpasotexas.gov/muni_clerk/signup_form.asp

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

- 23.** An Ordinance authorizing the City Manager to sign the Third Amendment to Ordinance No. 019146, the Contract Of Sale between the City Of El Paso and VTRE Development, LLC to extend the deadline by which the buyer must submit building permit plans; amend the property boundaries to a 29.3651 acre parcel of land generally located at the Southeast Corner of Interstate 10 and Paseo Del Norte, legally described as a portion of Lot 1, Block 1, El Paso West, as filed in Book 57, Page 6 of the plat records of El Paso County, Texas; amend the purchase price to \$12,529,215.48; and extend the closing and termination dates. [22-180](#)

District 1

Economic and International Development, Karina Brascalla, (915) 212-1570

Economic and International Development, Elizabeth Triggs, (915) 212-1619

PUBLIC HEARING WILL BE HELD ON MARCH 1, 2022

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

- 24.** An Ordinance amending Title 9 (Health and Safety), Chapter 9.40 (Noise), Section 9.40.020 (Applicability) to clarify the Reasonable Sensibilities Standard; Section 9.40.030 (Sound Level Violations) to clarify the maximum sound level, that sound levels apply to properties producing the noise, and the locations of sound readings; Section 9.40.040 (Vibration) to clarify that Vibration Violations can occur on any affected property; Section 9.40.070 (Penalties) to clarify that the city may seek civil action and penalties of up to \$1,000 per day; Section 9.40.080 (Enforcement) to clarify which departments have authority to enforce; the penalty as provided in Section 9.40.070 of the City Code. [22-176](#)

All Districts

Police, Assistant Chief Peter Pacillas, (915) 212-4308

PUBLIC HEARING WILL BE HELD ON MARCH 1, 2022

Goal 3: Promote the Visual Image of El Paso

25. An Ordinance amending Title 5 (Business License and Permit Regulations), Chapter 5.03 (Amplified Sound Permit), Article I (General Provisions), Section 5.03.020 (A) and Section 5.03.020 (E) (Definitions), Article II (Permit Application Process) Section 5.03.040 (B) (3) (Permit Application Processing), Article III (Denial, Suspension, Revocation, and Appeals) Section 5.03.080 (B) (5) and Section 5.03.090 (A) (2), Article IV (Permit Standards), Section 5.03.110 (A) (Permit Standards), Article VI (Violation; Penalty) Section 5.03.130 (C) Violation and adding Section 5.03.130 (E); The penalty as provided in 5.03.130 of the El Paso City Code.

[22-216](#)

All Districts

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

PUBLIC HEARING WILL BE HELD ON MARCH 1, 2022

REGULAR AGENDA – OTHER BIDS, CONTRACTS, PROCUREMENTS:

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

26. Discussion and action that the City Council approves a deductive change order in the amount of -\$343,430.79 to Arrow Building Corp. for Contract Number 2018-520R New Regional Aquatic Parks: Lost Kingdom & Chapoteo water parks.

[22-175](#)

District 2

Capital Improvement Department, Sam Rodriguez, (915) 212-1845

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

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

[22-183](#)

Award Summary:

Discussion and action on the award of Solicitation 2022-0377 Trowbridge Drive Improvements to J.A.R CONCRETE, INC. DBA J.A.R CONSTRUCTION, INC. for a total estimated award of \$891,196.90. The project consists of street improvements on Trowbridge Drive between Alley East of Pershing Drive and 50 lineal feet from Gateway US-54.

Department: Capital Improvement
Award to: J.A.R CONCRETE, INC. DBA
J.A.R CONSTRUCTION, INC.
El Paso, TX
Item(s): Base Bid I, Base Bid II, and Additive Alternate 1

Initial Term:	395 Consecutive Calendar Days
Base Bid I:	\$526,683.00
Base Bid II:	\$250,684.20
Additive Alternate 1:	\$113,829.70
Total Estimated Award:	\$891,196.90
Funding Source:	Community Development Block Grant & Street Resurfacing
Accounts:	471-2400-71240-580270-G7144CD51 532-2560-32040-522270-P22STYR3ART
District(s):	2

This is a Low Bid procurement, unit price contract.

The Purchasing & Strategic Sourcing and Capital Improvement Departments recommend award as indicated to J.A.R CONCRETE, INC. DBA J.A.R CONSTRUCTION, INC., the lowest responsive and responsible bidder and that Del Mar Contracting, Inc. be deemed non-responsible for failure to provide proper documentation a satisfactory performance record.

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

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

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

District 2

Capital Improvement Department, Sam Rodriguez, (915) 212-0065
Purchasing and Strategic Sourcing, Claudia A. Garcia, (915) 212-1218

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

[22-190](#)

Award Summary:

Discussion and action on the award of Solicitation of 2021-1380 General Cleaning Services - Parks and Recreation Facilities to Ace Government Services, LLC for a three (3) year initial term estimated amount of \$3,166,206.00. The award also includes a two (2) year option for an estimated amount of \$2,110,804.00. The total value of the contract is, including the initial term plus the option for a total of five (5) years, for an estimated amount of \$5,277,010.00. This contract will provide General Cleaning Services for City Park and Recreation facilities.

Contract Variance:

The difference in price, based on comparison to the previous contract is as follows: An increase of \$522,162.60 for the initial term, which represents a 19.75% increase due to an increase in the number of facilities.

Department:	Parks and Recreation
Vendor:	Ace Government Services, LLC
	El Paso, TX
Item(s):	All
Initial Term:	3 years
Option to Extend:	2 years
Annual Estimated Award:	\$1,055,402.00
Initial Term Estimated Award:	\$3,166,206.00 (3 years)
Total Estimated Award:	\$5,277,010.00 (5 years)
Account No.:	451-1000-522060-51230-P5106
Funding Source:	General Fund
District(s):	All

This is a Best Value, services contract.

The Purchasing & Strategic Sourcing and Parks and Recreation Departments recommend award as indicated to Ace Government Services, LLC the bidder offering the best value bid.

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

All Districts

Parks and Recreation, Ben E. Fyffe, (915) 212-1766

Purchasing and Strategic Sourcing, Claudia A. Garcia, (915) 212-1218

REGULAR AGENDA – PUBLIC HEARINGS AND SECOND READING OF ORDINANCES:

Goal 3: Promote the Visual Image of El Paso

29. An Ordinance amending Title 20 (Zoning) Section 20.18.140 (Prohibited Signs) and adding Section 20.18.320 (Mobile Billboards) to allow Mobile Billboards. The penalty being as provided in Section 20.24 of the El Paso City Code. [22-64](#)

All Districts

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

Planning and Inspections, Raul Garcia, (915) 212-1643

30. An Ordinance amending Title 15, (Public Services), Chapter 15.08 (Street Rentals), establishing Section 15.08.160 (Mobile Billboards) of the El Paso City Code to add regulations for Mobile Billboards. The penalty is as provided for in Section 15.08.160 of the El Paso City Code. [22-65](#)

All Districts

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

Planning and Inspections, Raul Garcia, (915) 212-1643

REGULAR AGENDA - OTHER BUSINESS:

Goal 3: Promote the Visual Image of El Paso

31. Discussion and action on a Resolution amending Schedule C for the City of El Paso FY 2022 Budget Resolution adding the annual fee for a Special Privilege Permit for Mobile Billboards. [22-169](#)

All Districts

Planning and Inspections, Philip F. Etiwe, (915) 212-1553
Planning and Inspections, Raul Garcia, (915) 212-1643

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

32. Discussion and action requesting City Council support for the staff recommended project that has been selected to submit for the Rebuilding American Infrastructure with Sustainability and Equity (RAISE) program for the Department of Transportation (DOT) to invest in road, rail, transit and port projects that promise to achieve national objectives. [22-172](#)

All Districts

Economic and International Development, Anne Guayante, (915) 212-1814

33. Discussion and action on a Resolution authorizing the City Manager to enter into an Interlocal Agreement between The University of Texas at El Paso ("University") and City of El Paso ("City") by and through their duly authorized officials, pursuant to the Interlocal Cooperation Act, Article 79.001 et seq., Texas Government Code, for a three (3) year term, whereby the University will, in accordance with the grant it received under the Economic Development Administration's Build to Scale Program provide all program personnel, perform all grant administration, and, via the El Paso Makes consortium, establish and operate an Aerospace and Defense Supply Chain Innovation Network to support growth of El Paso's small and medium aerospace and defense supply chain enterprises; for which the City will pay the University an amount not to exceed \$500,000.00 per year for a maximum compensation not to exceed \$1,500,000.00 over the three year term to serve as a match for the \$1,500,000.00 award granted to the University by the Economic Development Agency's Build to Scale program. [22-186](#)

All Districts

Economic and International Development, Anne Guayante, (915) 212-1814
Economic and International Development, Elizabeth Triggs, (915) 2512-1619

34. Discussion and action on the presentation related to the sale of land by Fort Bliss. [22-192](#)

All Districts

Airport, Sam Rodriguez, (915) 212-7301

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

35. Discussion and action that the City Manager, or designee, be authorized to sign an Agreement for Professional Services by and between the CITY OF EL PASO and COUNTRYMAN & CO. ARCHITECTURE a Texas professional limited liability local company, for a project known as "EL PASO POLICE DEPARTMENT HEADQUARTERS DESIGN-BUILD OWNERS REPRESENTATIVE" for an amount not to exceed TWO MILLION FORTY ONE THOUSAND THREE HUNDRED NINETY EIGHT AND 13/100 DOLLARS (\$2,041,398.13) and that the City Manager, or designee, be authorized to establish the funding sources, make any necessary budget transfers, execute any and all documents necessary for the execution of the Agreement, and to execute any contract amendments that do not impact the funding amount. [22-184](#)

District 4

Capital Improvement Department, Sam Rodriguez, (915) 212-1845

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

36. Discussion and action to approve a Resolution to authorize the City Manager or a designee to enter into contracts and amendments to contracts to carry out the 2022 Public Art Plan. [22-189](#)

All Districts

Museums and Cultural Affairs, Ben Fyffe, (915) 212-1766

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

37. Discussion and action on a Resolution that the City Manager be authorized to sign a two year On-Call Agreement for Professional Services for Geotechnical and Materials Testing Services in support of the Streets and Maintenance Department on a task by task basis by and between the City of El Paso and each of the following five (5) consultants: [22-185](#)

1. CQC Testing and Engineering, LLC
2. Intertek Professional Services Industries, Inc.
3. LOI Engineers
4. Terracon Consultants, Inc.
5. Wood Environment and Infrastructure Solutions, Inc.

Each On Call Agreement will be for an amount not to exceed Five Hundred Thousand and No/00 Dollars (\$500,000.00). In addition, the City Manager is authorized to establish the funding sources and make any necessary budget transfers and execute any and all documents necessary for execution of each On-Call Agreement.

All Districts

Capital Improvement Department, Sam Rodriguez, (915) 212-1845

EXECUTIVE SESSION

The following members of City Council will be present via video conference:

Representatives Cassandra Hernandez and Cissy Lizarraga

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

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

ADJOURN

NOTICE TO THE PUBLIC:

Sign Language interpreters are provided for regular City Council meetings. If you need Spanish Interpreter Services, you must email CityClerk@elpasotexas.gov at least 48 hours in advance of the meeting.

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

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



El Paso, TX

300 N. Campbell
El Paso, TX

Legislation Text

File #: 22-215, 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 Minutes of the Regular City Council Meeting of January 19, 2022, and the Agenda Review Meeting of January 31, 2022.



Legislation Text

File #: 22-187, Version: 1

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

DISTRICT, DEPARTMENT, CONTACT INFORMATION:

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

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

District 3

Airport, Sam Rodriguez, (915) 212-7300

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 sign a "First Amendment to Operating Agreement," in substantially the form attached to the Resolution, providing a one-year extension to those airlines having an existing "Operating Agreement" with the City of El Paso, provided that the subject airline is not in default of any of the terms of its Operating Agreement.

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

DEPARTMENT: Aviation

AGENDA DATE: February 15, 2022

CONTACT PERSON NAME AND PHONE NUMBER: Sam Rodriguez, P.E. (915) 212-7301

DISTRICT(S) AFFECTED: 3

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

SUBJECT:

Resolution to authorize the City Manager to sign a "First Amendment to Operating Agreement," in substantially the form attached hereto, providing a one-year extension to those airlines having an existing "Operating Agreement" with the City of El Paso, provided that the subject airline is not in default of any of the terms of its Operating Agreement.

BACKGROUND / DISCUSSION:

The Department of Aviation is requesting approval of this item to add two additional one-year options to the current Airline Operating Agreement. This additional extension is required as the effects of the COVID-19 pandemic's drastic impact to the aviation industry renders this not the optimal time to enter into a new agreement.

The addition of this extension will allow for the continued operation of passenger and cargo airlines that currently have agreements in place with El Paso International Airport that were executed after August 31, 2017, the termination date of the original term of the agreement effective September 1, 2012. This amendment will allow operation through August 31, 2024. During this time, Department of Aviation management will be working with the airlines to negotiate and execute new agreements with a target start date of September 1, 2024.

PRIOR COUNCIL ACTION:

- October 9, 2012 – Approval of the current Airline Operating Agreement and Terminal Building Lease and a First Amendment to Operating Agreement as to form.

AMOUNT AND SOURCE OF FUNDING:

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

BOARD / COMMISSION ACTION:

N/A

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

DEPARTMENT HEAD:



Sam Rodriguez, P.E.
Chief Operations & Transportation Officer/Director of Aviation

RESOLUTION

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

That the City Manager be authorized to sign a "First Amendment to Operating Agreement," in substantially the form attached hereto, providing a one-year extension to those airlines having an existing "Operating Agreement" with the City of El Paso, provided that the subject airline is not in default of any of the terms of its Operating Agreement.

ADOPTED this ____ day of _____ 2022.

THE CITY OF EL PASO

Oscar Leaser
Mayor

ATTEST:

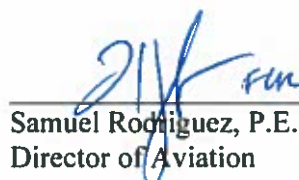
Laura D. Prine
City Clerk

APPROVED AS TO FORM:



Roberta A. Brito
Assistant City Attorney

APPROVED AS TO CONTENT:



Samuel Rodriguez, P.E.
Director of Aviation

STATE OF TEXAS)
)
)
 COUNTY OF EL PASO)

**FIRST AMENDMENT TO
 OPERATING AGREEMENT**

This First Amendment to the Operating Agreement ("**First Amendment**") is by and between the City of El Paso ("**Lessor**") and _____ ("**Lessee**"), a _____. For purposes of this First Amendment, all defined terms appear in boldface print when first defined.

WHEREAS, on _____, ____, the Lessor and Lessee entered into an Operating Agreement ("**Lease**") for that certain property located inside or adjacent to the Terminal Building at the El Paso International Airport at 6701 Convair Road, El Paso, Texas ("**Leased Premises**"), as described in detail in the Lease; and

WHEREAS, the parties are reviewing and negotiating a new Operating Agreement and anticipate requiring a third one-year extension in order to fully negotiate the new agreement without having a lapse in the contractual relationship; and

WHEREAS, on March 27, 2020, the Centers for Disease Control and Prevention issued a Global COVID-19 Pandemic Notice, entitled Level 3, Avoid Nonessential Travel, which involves a virus that has caused worldwide travel restrictions and has resulted in a significant reduction in air travel, which has made entering into a new agreement untimely; and

WHEREAS, the COVID-19 pandemic is still affecting the aviation industry and may affect the industry for many months to come; and

WHEREAS, the parties wish to enter into this First Amendment to add a one-year extension.

NOW, THEREFORE, the parties agree as follows:

Section 1. ARTICLE 2 "TERM", Section 2.02 Extension of the Lease is amended in its entirety to read as follows:

In the event Airline is not in default of any terms of this Agreement, the Term of this Agreement may be extended for three (3) one-year renewal periods, through the mutual written agreement of Airline and the City. To extend the term of this Agreement, the Director shall give written notice to Airline of City's intent to extend the Agreement no less than three (3) months prior to the expiration of the term of the Agreement or any extension. If Airline is not willing to renew for the extension period, Airline will be released from its obligation to extend the Agreement term, provided it gives the Director written notice of its intent within thirty (30) days from the notification of the City's intent to extend the term. During any extension period, the Agreement shall be extended on the

same terms and conditions, except Airline shall pay all rates, charges and provisions as set forth herein and in Title 14 and any applicable City Annual Budget Resolution.

Section 2. Except as amended in this First Amendment the terms of the Lease between the Lessor and Lessee shall remain in full force and effect.

(City Signatures on the Following Page)

IN WITNESS WHEREOF, the Lessor and Lessee have executed this First Amendment as of the date it is signed by the Lessor.

CITY OF EL PASO:

Tomás González, City Manager

Date: _____

APPROVED AS TO FORM:

Assistant City Attorney

APPROVED AS TO CONTENT:



Samuel Rodriguez, P.E.
Director of Aviation

ACKNOWLEDGMENT

STATE OF TEXAS §
 §
COUNTY OF EL PASO §

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

Notary Public, State of _____

My Commission Expires:

(Lessee Signature Page Follows)

LESSEE(S):**ATTEST:****AIRLINE:**_____
Signature_____
Signature

Printed Name: _____

Printed Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

ACKNOWLEDGMENT

STATE OF _____ §

§

COUNTY OF _____ §

This instrument was acknowledged before me on the ____ day of _____, 2022, by
 _____, as _____, of
 _____, on behalf of said entities.

Notary Public, State of _____

My Commission Expires:



Legislation Text

File #: 22-188, Version: 1

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

DISTRICT, DEPARTMENT, CONTACT INFORMATION:

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

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

District 3

Airport, Sam Rodriguez, (915) 212-7300

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 sign a "Third Amendment to Operating Agreement," or a "Third Amendment to Airline Operating Agreement and Terminal Building Lease" in substantially the form attached to the Resolution, providing two additional one-year extensions to airlines having either an existing "Operating Agreement" or an existing "Airline Operating Agreement and Terminal Building Lease" with the City of El Paso, provided that the subject airline is not in default of any of the terms of its existing agreement.

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

DEPARTMENT: Aviation

AGENDA DATE: February 15, 2022

CONTACT PERSON NAME AND PHONE NUMBER: Sam Rodriguez, P.E. (915) 212-7301

DISTRICT(S) AFFECTED: 3

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

SUBJECT:

Resolution to authorize the City Manager to sign a "Third Amendment to Operating Agreement," or a "Third Amendment to Airline Operating Agreement and Terminal Building Lease" in substantially the forms attached hereto, providing two additional one-year extensions to airlines having either an existing "Operating Agreement" or an existing "Airline Operating Agreement and Terminal Building Lease" with the City of El Paso, provided that the subject airline is not in default of any of the terms of its existing agreement.

BACKGROUND / DISCUSSION:

The Department of Aviation is requesting approval of this item to add two additional one-year options to the current Airline Operating Agreement and Terminal Building Lease and the existing First Amendment to Operating Agreement, respectively. This additional extension is required as the effects of the COVID-19 pandemic's drastic impact to the aviation industry renders this not the optimal time to enter into a new agreement.

The addition of this extension will allow for the continued operation of the thirteen passenger and cargo airlines that currently have agreements in place with El Paso International Airport through August 31, 2024. During this time, Department of Aviation management will be working with the airlines to negotiate and execute new agreements with a target start date of September 1, 2024.

PRIOR COUNCIL ACTION:

- June 23, 2020 – Approval as to form of Second Amendment to Airline Operating Agreement and Terminal Building Lease and the Second Amendment to Operating Agreement.
- June 11, 2019 – Approval as to form of First Amendment to Airline Operating Agreement and Terminal Building Lease and the First Amendment to Operating Agreement.
- October 9, 2012 – Approval of the current Airline Operating Agreement and Terminal Building Lease and a First Amendment to Operating Agreement as to form.

AMOUNT AND SOURCE OF FUNDING:

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

BOARD / COMMISSION ACTION:

N/A

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

DEPARTMENT HEAD:



Sam Rodriguez, P.E.
Chief Operations & Transportation Officer/Director of Aviation

RESOLUTION

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

That the City Manager be authorized to sign a "Third Amendment to Operating Agreement," or a "Third Amendment to Airline Operating Agreement and Terminal Building Lease" in substantially the forms attached hereto, providing two additional one-year extensions to airlines having either an existing "Operating Agreement" or an existing "Airline Operating Agreement and Terminal Building Lease" with the City of El Paso, provided that the subject airline is not in default of any of the terms of its existing agreement.

ADOPTED this ____ day of _____ 2022.


THE CITY OF EL PASO

Oscar Leaser
Mayor

ATTEST:


Laura D. Prine
City Clerk

APPROVED AS TO FORM:



Roberta A. Brito
Assistant City Attorney

APPROVED AS TO CONTENT:



Samuel Rodriguez, P.E.
Director of Aviation

STATE OF TEXAS)
)
)
 COUNTY OF EL PASO) **THIRD AMENDMENT TO
 OPERATING AGREEMENT**

This Third Amendment to the Operating Agreement ("**Third Amendment**") is by and between the City of El Paso ("**City**") and _____ ("**Airline**"), a _____. For purposes of this Third Amendment, all defined terms appear in boldface print when first defined.

WHEREAS, on _____, the City and Airline entered into an Operating Agreement ("**Operating Agreement**") for that certain property located inside or adjacent to the Terminal Building at the El Paso International Airport at 6701 Convair Road, El Paso, Texas ("**Leased Premises**"), as described in detail in the Operating Agreement; and

WHEREAS, the initial term of the Operating Agreement was September 1, 2012 through August 31, 2019; and

WHEREAS, on _____, the parties entered into a First Amendment to provide an additional one-year renewal period, expiring August 31, 2020, to allow the parties to negotiate a new Operating Agreement; and

WHEREAS, on March 27, 2020, the Centers for Disease Control and Prevention issued a Global COVID-19 Pandemic Notice, entitled Level 3, Avoid Nonessential Travel, which resulted in a significant reduction in air travel and made entering into a new agreement untimely; and

WHEREAS, on _____, the parties entered into a Second Amendment to provide two additional one-year renewal periods, with expiration dates of August 31, 2021 and August 31, 2022, respectively, to allow time for the parties to review and negotiate a new Operating Agreement; and

WHEREAS, the COVID-19 pandemic is still affecting the aviation industry and may affect the industry for many months to come; and

WHEREAS, the parties wish to enter into this Third Amendment to add two additional one-year renewal periods.

NOW, THEREFORE, the parties agree as follows:

Section 1. ARTICLE 2 - TERM, Section 2.01 of the Operating Agreement is deleted in its entirety and replaced as follows:

SECTION 2.01 TERM

A. This Operating Agreement shall commence on September 1, 2012, (Effective Date) and terminate at midnight on August 31, 2019, unless

canceled sooner or extended as provided herein and subject to the provisions set forth in this Section 2.01.

- B. The parties hereby agree and acknowledge that the Agreement was extended through the following renewal periods:
Renewal Period No. 1 (which expired August 31, 2020);
Renewal Period No. 2 (which expired August 31, 2021);
- C. The parties hereby agree and acknowledge that the parties have extended the Agreement through Renewal Period No. 3, which shall expire on August 31, 2022.
- D. The parties hereby agree and acknowledge that, so long as Airline is not in default of any terms of this Agreement, the Term of this Agreement may be extended for two (2) additional one-year renewal periods upon expiration of Renewal Period No. 3 on August 31, 2022. The two (2) additional renewal periods available after Renewal Period No. 3 shall be referred to as “Renewal Period No. 4” and “Renewal Period No. 5.”
- D. To enter into Renewal Period 4, which would be a term of September 1, 2022 through August 31, 2023, the Director shall give written notice to Airline of City’s intent to extend the Agreement no less than three (3) months prior to the expiration of Renewal Period No. 3. If Airline is unwilling to renew for Renewal Period No. 4, Airline will be released from its obligation to extend the Agreement term, provided it gives the Director written notice of its intent not to renew within thirty (30) days from the notification of the City’s intent to extend the term.
- E. To enter into Renewal Period No.5, which would be a term of September 1, 2023 through August 31, 2024, the Director shall give written notice to Airline of City’s intent to extend the Agreement no less than three (3) months prior to the expiration of Renewal Period No. 4. If Airline is unwilling to renew for Renewal Period No. 5, Airline will be released from its obligation to extend the Agreement term, provided it gives the Director written notice of its intent not to renew within thirty (30) days from the notification of the City’s intent to extend the term.
- F. During any renewal period, the Agreement shall be extended on the same terms and conditions, except as provided herein, and except Airline shall pay all rates, charges and provisions as set forth herein and in Title 14 and any applicable City Annual Budget Resolution.

Section 2. Except as amended in this Third Amendment the terms of the Operating Agreement between the City and the Airline shall remain in full force and effect.

(City Signatures on the following page)

IN WITNESS WHEREOF, the City and Airline have executed this Third Amendment as of the date it is signed by the City.

CITY OF EL PASO:

Tomás González, City Manager

Date: _____

APPROVED AS TO FORM:

Assistant City Attorney

APPROVED AS TO CONTENT:



Samuel Rodríguez, P.E.
Director of Aviation

ACKNOWLEDGMENT

STATE OF TEXAS §
 §
COUNTY OF EL PASO §

This instrument was acknowledged before me on the ____ day of _____, 202__, by Tomás González, as City Manager of the City of El Paso, Texas, on behalf of the City of El Paso, Texas.

Notary Public, State of _____

My Commission Expires:

(Airline Signature Page Follows)

AIRLINE(S):

By: _____

Its: _____

ACKNOWLEDGMENT

STATE OF _____ §

COUNTY OF _____ §

This instrument was acknowledged before me on the ____ day of _____, 202__, by _____, [title: _____], [company: _____], on behalf of said entities.

 Notary Public, State of _____

My Commission Expires:

STATE OF TEXAS)	
)	
)	
COUNTY OF EL PASO)	THIRD AMENDMENT TO AIRLINE OPERATING AGREEMENT AND TERMINAL BUILDING LEASE

This Third Amendment to the Airline Operating Agreement and Terminal Building Lease ("**Third Amendment**") is by and between the City of El Paso ("**Lessor**") and _____ ("**Lessee**"), a _____. For purposes of this Third Amendment, all defined terms appear in boldface print when first defined.

WHEREAS, on _____, _____, the Lessor and Lessee entered into an Airline Operating Agreement and Terminal Building Lease ("**Lease**") for that certain property located inside or adjacent to the Terminal Building at the El Paso International Airport at 6701 Convair Road, El Paso, Texas ("**Leased Premises**"), as described in detail in the Lease; and

WHEREAS, pursuant to Section 2.04 of the Lease, the City timely exercised its two one-year renewal periods to extend the Lease through August 31, 2019; and

WHEREAS, on June 1, 2019, the parties entered into a First Amendment to provide an additional one-year renewal period, expiring August 31, 2020, to allow the parties to negotiate a new Airline Operating Agreement and Terminal Building Lease; and

WHEREAS, on March 27, 2020, the Centers for Disease Control and Prevention issued a Global COVID-19 Pandemic Notice, entitled Level 3, Avoid Nonessential Travel, which resulted in a significant reduction in air travel and made entering into a new agreement untimely; and

WHEREAS, on June 23, 2020, the parties entered into a Second Amendment to provide two additional one-year renewal periods, with expiration dates of August 31, 2021 and August 31, 2022, respectively, to allow time for the parties to review and negotiate a new Airline Operating Agreement and Terminal Building Lease; and

WHEREAS, the COVID-19 pandemic is still affecting the aviation industry and may affect the industry for many months to come; and

WHEREAS, the parties wish to enter into this Third Amendment to add two additional one-year renewal periods.

NOW, THEREFORE, the parties agree as follows:

Section 1. ARTICLE 2 "TERM", Section 2.04 Extension of the Lease is deleted in its entirety and replaced as follows:

- A. The parties hereby agree and acknowledge that the Agreement was extended through the following renewal periods: Renewal Period No. 1 (which expired August 31, 2018); Renewal Period No. 2 (which expired August 31, 2019); Renewal Period No. 3 (which expired August 31, 2020); and Renewal Period No. 4 (which expired August 31, 2021).
- B. The parties hereby agree and acknowledge that the parties have extended the Agreement through Renewal Period No. 5, which expires August 31, 2022.
- C. The parties hereby agree and acknowledge that, so long as Airline is not in default of any terms of this Agreement, the Term of this Agreement may be extended for two (2) additional one-year renewal periods upon expiration of Renewal Period No. 5 on August 31, 2022. The two (2) additional renewal periods available after Renewal Period No. 5 shall be referred to as "Renewal Period No. 6" and "Renewal Period No. 7."
- D. To enter into Renewal Period 6, which would be a Term of August 31, 2022 through August 31, 2023, the Director shall give written notice to Airline of City's intent to extend the Agreement no less than three (3) months prior to the expiration of Renewal Period No. 5. If Airline is unwilling to renew for Renewal Period No. 6, Airline will be released from its obligation to extend the Agreement term, provided it gives the Director written notice of its intent not to renew within thirty (30) days from the notification of the City's intent to extend the term.
- E. To enter into Renewal Period No. 7, which would be a Term of August 31, 2023 through August 31, 2024, the Director shall give written notice to Airline of City's intent to extend the Agreement no less than three (3) months prior to the expiration of Renewal Period No. 6. If Airline is unwilling to renew for Renewal Period No. 7, Airline will be released from its obligation to extend the Agreement term, provided it gives the Director written notice of its intent not to renew within thirty (30) days from the notification of the City's intent to extend the term.
- F. During any renewal period, the Agreement shall be extended on the same terms and conditions, except as provided herein, and except Airline shall pay all rates, charges and provisions as set forth herein and in Title 14 and any applicable City Annual Budget Resolution.

Section 2. Except as amended in this Third Amendment the terms of the Lease between the Lessor and Lessee shall remain in full force and effect.

(City Signatures on the Following Page)

IN WITNESS WHEREOF, the Lessor and Lessee have executed this Second Amendment as of the date it is signed by the Lessor.

CITY OF EL PASO:


Tomás González, City Manager

Date: _____

APPROVED AS TO FORM:

Assistant City Attorney

APPROVED AS TO CONTENT:



Samuel Rodriguez, P.E.
Director of Aviation

ACKNOWLEDGMENT

STATE OF TEXAS §
 §
COUNTY OF EL PASO §

This instrument was acknowledged before me on the ____ day of _____, 202____, by Tomás González, as City Manager of the City of El Paso, Texas, on behalf of the City of El Paso, Texas.

Notary Public, State of _____

My Commission Expires:

(Lessee Signature Page Follows)

LESSEE(S):

By: _____

Its: _____

ACKNOWLEDGMENT

STATE OF _____ §

§

COUNTY OF _____ §

This instrument was acknowledged before me on the ____ day of _____, 202__, by _____, [title: _____], [company: _____], on behalf of said entities.

 Notary Public, State of _____

My Commission Expires:



Legislation Text

File #: 22-168, 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.

Extraterritorial Jurisdiction

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

Planning and Inspections, Raul Garcia, (915) 212-1643

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 consents to the Paseo Del Este Municipal Utility District No. 6 request to serve and annex certain property located within the Extraterritorial Jurisdiction of the City of El Paso, Texas. **(ETJ)** Subject Property: South of Eastlake Blvd. and West of Darrington Rd. Applicant: Paseo Del Este Municipal Utility District No. 6 and Northtowne Village Joint Venture.

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

AGENDA DATE: February 15, 2022

CONTACT PERSON(S) NAME AND PHONE NUMBER: Philip F. Etiwe, (915) 212-1553
Raul Garcia, (915) 212-1643

DISTRICT(S) AFFECTED: N/A – Extraterritorial Jurisdiction (ETJ)

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

SUBGOAL: 3.1 Provide business friendly permitting and inspection processes
3.2 Improve the visual impression of the community

SUBJECT:

A Resolution that the City of El Paso consents to the Paseo Del Este Municipal Utility District No. 6 request to serve and annex certain property located within the Extraterritorial Jurisdiction of the City of El Paso, Texas. (ETJ) Subject Property: South of Eastlake Blvd. and West of Darrington Rd. Applicant: Paseo Del Este Municipal Utility District No. 6 and Northtowne Village Joint Venture

BACKGROUND / DISCUSSION:

The applicants are requesting the City of El Paso's consent to serve and annex property within the City's ETJ in order to provide water and wastewater services. The property is 17.66 acres in size. The City Plan Commission recommended 7-0 to approve the request on December 16, 2021. See attached staff report for additional information.

PRIOR COUNCIL ACTION:

N/A.

AMOUNT AND SOURCE OF FUNDING:

N/A

HAVE ALL AFFECTED DEPARTMENTS BEEN NOTIFIED? X YES ___ NO

PRIMARY DEPARTMENT: Planning & Inspections, Planning Division

SECONDARY DEPARTMENT: N/A

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

DEPARTMENT HEAD:

Philip F. Etiwe
Philip F. Etiwe – Planning and Inspections Director

RESOLUTION

A RESOLUTION THAT THE CITY OF EL PASO CONSENTS TO THE PASEO DEL ESTE MUNICIPAL UTILITY DISTRICT NO. 6 REQUEST TO SERVE AND ANNEX CERTAIN PROPERTY LOCATED WITHIN THE EXTRATERRITORIAL JURISDICTION OF THE CITY OF EL PASO, TEXAS.

WHEREAS, the Paseo Del Este Municipal Utility District No. 6 (“District”) is a Municipal Utility District which exists under the terms and provisions of Article XVI, Section 59 and Article III, Section 52 of the Constitution of Texas, the Code Chapters, and/or the act; and

WHEREAS, the District has received a request from the landowners of the property described in **Exhibit “A”** attached hereto (“Property”) to be annexed and included in the District; and

WHEREAS, the District has submitted a request to the City of El Paso for its consent to annex the Property into the District, see **Exhibit “B”** attached hereto; and

WHEREAS, the Property is located in the Extraterritorial Jurisdiction of the City of El Paso, Texas; and

WHEREAS, El Paso Water Utilities understands the "Property" is within the District Service Area and does not object to the annexation of the Property into the District; and

WHEREAS, pursuant to Chapter 54 of the Texas Water Code and Chapter 42 of the Texas Local Government Code, a resolution authorizing such annexation/inclusion of the Property in the District must be passed by the City Council prior to inclusion of such land in the District; and

WHEREAS, the District’s request was presented to the City Plan Commission for its review and made recommendation in favor of the request; and

WHEREAS, the City Council has determined that it is in the best interest of the citizenry for the City to consent to the annexation and inclusion of the Property into the District.

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

Pursuant to the provisions of Chapter 54 of the Texas Water Code and Chapter 42 of the Texas Local Government Code, the City of El Paso, Texas hereby consents to the inclusion of the Property in the Paseo Del Este Municipal Utility District.

(Signatures on the following page)

APPROVED this _____ day of _____, 2022.

CITY OF EL PASO:

Oscar Leeser, Mayor

ATTEST:

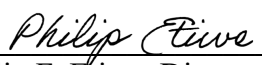
Laura D. Prine,
City Clerk

APPROVED AS TO FORM:



Russell T. Abeln
Assistant City Attorney

APPROVED AS TO CONTENT:



Philip F. Etiwe, Director
Planning and Inspections Department

EXHIBIT "A"

Barragan And Associates Inc.

10950 Pollicano Dr., Building "F", El Paso, Texas 79935 Ph. (915) 891-5709 Fax (915) 891-5708

METES AND BOUNDS DESCRIPTION

Description of a 17.66 Acre Tract of land being all of a 15.49 Acre Tract file in Instrument No. 20200088141, Real Property Records of El Paso County, Texas, all of two (2) 0.03 Acre Tracts file in Instrument No. 20190057616, Real Property Records of El Paso County, Texas, all of a 0.48, a 0.64, and a 0.51 Acre Tracts filed in Instrument No. 20210027034, Real Property Records of El Paso County, Texas, and a portion of the General Land Office Parcel, all situated in the C.D. Stewart Survey No. 317 and W.J. Rand Survey No. 315-½, in El Paso County, Texas, and being more particularly described as follows:

COMMENCING at a found 5/8 inch rebar cap stamped "Landmark:" on the northeast corner of C.D. Stewart Survey No. 317, El Paso County, Texas (Volume 4786, Page 1806); From which, "NOS" monument "Beka" (now obliterated), bears N 55°15'23" W, a distance of 564.64 feet, **THENCE**, S 02°21'59" W, along the common boundary line of C.D. Stewart Survey No. 317 and 318, El Paso County, Texas (also being the McCombs Baseline), a distance of 3252.78 feet to a point on the northerly right-of-way line of Rojas Drive (dedicated in SISO Peyton Estates Elementary Subdivision)(Clerk's File No. 20130036620), and also for the common southerly corner of a 0.48 Acre Tract (Exhibit "A") described in Instrument No. 20210027034, Real Property Records of El Paso County, Texas, and Emerald Heights Unit 2, filed in Instrument No. 20200028407, Plat Records of El Paso County, Texas, said point also being the **POINT OF BEGINNING** of this description;

THENCE, along said northerly right-of-way line of Rojas Drive, also being the southerly line of said 0.48 Acre Tract (Exhibit "A") described in Instrument No. 20210027034 and a 15.49 Acre Tract described in Instrument No. 20200088141, Real Property Records of El Paso County, Texas, the following two (2) calls:

34.82 feet, along an arc of a curve to the left, with a radius of 8659.00 feet, and interior angle of 0°13'49", and a chord which bears, N 77°22'42" W, a distance of 34.82 feet to a point;

THENCE, N 78°26'30" W, a distance of 199.88 feet to a point on the easterly line of Mission Ridge Unit Two, filed in Instrument No. 20130022043, Plat Records of El Paso County, Texas, and for the southwesterly corner of said 15.49 Acre Tract described in Instrument No. 20200088141;

THENCE, N 02°28'17" E, leaving said northerly right-of-way line along the westerly line of said 15.49 Acre Tract described in Instrument No. 20200088141, and along the easterly line of Mission Ridge Unit Two, of a portion of a 1.414 Acre Tract described in Instrument No. 20120010977, of a 3.947 Acre Tract described in Instrument No. 20130036358, of a 10.882 Acre Tract described in Instrument No. 20140063203, of a portion of a 29.923 Acre Tract described in Instrument No. 20140012338, Real Property Records of El Paso County, Texas, and of The View at Mission Ridge, filed in Instrument No. 20170031952, Plat Records of El Paso County, Texas, a distance of, a distance of 3348.14 feet to a point for the common corner of said 15.49 Acre Tract described in Instrument No. 20200088141 and The View at Mission Ridge;

THENCE, along the southerly line of said The View at Mission Ridge, also being the northerly line of said 15.49 Acre Tract described in Instrument No. 20200088141 and of a portion of the General Land Office, for the following two (2) calls:

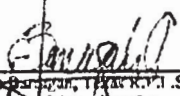
S 86°55'51" E, a distance of 161.42 feet to a point;

S 86°57'02" E, a distance of 64.03 feet to a point for the common corner of said portion of the General Land Office and a 2.38 Acre Tract described in Instrument No. 20140046106, Real Property Records of El Paso County, Texas;

THENCE, S 02°21'59" W, leaving said southerly line of The View at Mission Ridge along the easterly line of said portion of the General Land Office, of a 0.51 Acre Tract (Exhibit "C") described in Instrument No. 20210027034, of a 0.03 Acre Tract (Exhibit "B") described in Instrument No. 20190057616, of a 0.64 Acre Tract (Exhibit "B") described in Instrument No. 20210027034, of a 0.03 Acre Tract (Exhibit "A") described in Instrument No. 20190057616, Real Property Records of El Paso County, Texas, and of said 0.48 Acre Tract (Exhibit "A") described in Instrument No. 20210027034, and along the westerly line of said 2.38 Acre Tract described in Instrument No. 20140046106, of a 7.34 Acre Tract described in Instrument No. 20120063528, of a portion of a 66.5709 Acre Tract described in Volume 4786, Page 1873, Real Property Records of El Paso County, Texas, and of said Emerald Heights Unit 2, a distance of 3383.52 feet to the **POINT OF BEGINNING** of this description and containing in all 17.66 acres more or less.

NOTES:

1. This property may be subject to easements whether of record or not. No Additional Research was performed by B&A Inc. for any reservations, restrictions, building lines, and or easements which may or may not affect this parcel.
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4. A Parcel Plan of even date accompanies this description.


Benito Barragan, Texas R.P.S. 5615
Barragan and Associates Inc.
Texas Surveying License # 10151200
May 3, 2021
Emerald Heights -- E.P.E.Co. and G.L.O. Land



{12136.1/MMCL/06851348.3}

EXHIBIT "B"

REQUEST FOR CONSENT TO
ANNEX PROPERTY LOCATED WITHIN THE EXTRATERRITORIAL JURISDICA-
TION OF THE CITY OF EL PASO, TEXAS TO THE PASEO DEL ESTE MUNICIPAL
UTILITY DISTRICT NO. 6, A SPECIAL PURPOSE DISTRICT
UNDER TEXAS CONSTITUTION

THE STATE OF TEXAS

§

§

COUNTY OF EL PASO

§

TO THE HONORABLE MAYOR AND CITY COUNCIL OF THE CITY OF EL PASO,
TEXAS:

The undersigned (herein the "District") acting pursuant to the provisions of Section 54.016, Texas Water Code, and Section 42.042, Texas Local Government Code, respectfully requests the City Council of the City of El Paso, Texas, for its written consent to the annexation/inclusion of the property described herein into the District and would respectfully show the following:

I.

The District exists under the terms and provisions of Article XVI, Section 59 of the Constitution of Texas and operates pursuant to Chapters 49 and 54, Texas Water Code.

II.

The area within the current boundaries of the District is provided with retail water and sewer services by Paseo del Este Municipal Utility District No. 1 (the "Master District") pursuant to a wholesale water and sewer service contract between the Master District and El Paso Water Utilities.

III.

The property which is now proposed to be included in the District measures approximately 17.66 acres, more or less, situated wholly within El Paso County, Texas and the extraterritorial jurisdiction of the City of el Paso, and is described more particularly on Exhibit A hereto, which is attached hereto and incorporated herein for all purposes (the "Property").

IV.

The general nature of the work will be to provide water and sewer service to the Property at a cost of approximately \$240,000 and shall include the extension of the following: (1) approximately 2,800 linear feet of 8-inch to 12-inch waterlines with services and related appurtenances and (2) approximately 2,200 linear feet of 8-inch gravity wastewater lines with manholes and services.

V.

The El Paso Water Utilities has previously agreed to the provision of water and sewer service to the Property by the Master District and, therefore, El Paso Water Utilities does not object to the annexation/inclusion of the Property into the District (see Exhibit B hereto).

VI.

The owners of the Property have requested that the District provide them service to the Property and authorized the District to respectfully request the City of El Paso's consent to the annexation of the Property into the District.

VII.

WHEREFORE, the District respectfully prays that this request be heard and that your Honorable Body duly pass and approve an ordinance or resolution granting the consent to the annexation/inclusion of the Property to the District.

RESPECTFULLY SUBMITTED, this 20th day of October, 2021.

**PASEO DEL ESTE MUNICIPAL UTILITY
DISTRICT NO. 6**

By: Lorraine Huit

Name: Lorraine Huit

Title: President, Board of Directors

Date: October 14, 2021

ACKNOWLEDGMENT

THE STATE OF TEXAS

§

§

COUNTY OF EL PASO

§

This instrument was acknowledged before me on the 14th day of October, 2021, by Lorraine Huit, President of Board of Directors for Pasco del Este Municipal Utility District No. 6 on behalf of said district.



Notary Public in and for the State of Texas

EXHIBIT A

Barragan And Associates Inc.

10950 Pollicano Dr., Building "F", El Paso, Texas 79935 Ph. (915) 891-5709 Fax (915) 891-5708

METES AND BOUNDS DESCRIPTION

Description of a 17.66 Acre Tract of land being all of a 15.49 Acre Tract file in Instrument No. 20200088141, Real Property Records of El Paso County, Texas, all of two (2) 0.03 Acre Tracts file in Instrument No. 20190057616, Real Property Records of El Paso County, Texas, all of a 0.48, a 0.64, and a 0.51 Acre Tracts filed in Instrument No. 20210027034, Real Property Records of El Paso County, Texas, and a portion of the General Land Office Parcel, all situated in the C.D. Stewart Survey No. 317 and W.J. Rand Survey No. 315-½, in El Paso County, Texas, and being more particularly described as follows:

COMMENCING at a found 5/8 inch rebar cap stamped "Landmark:" on the northeast corner of C.D. Stewart Survey No. 317, El Paso County, Texas (Volume 4786, Page 1806); From which, "NOS" monument "Beka" (now obliterated), bears N 55°15'23" W, a distance of 564.64 feet, **THENCE**, S 02°21'59" W, along the common boundary line of C.D. Stewart Survey No. 317 and 318, El Paso County, Texas (also being the McCombs Baseline), a distance of 3252.78 feet to a point on the northerly right-of-way line of Rojas Drive (dedicated in SISO Peyton Estates Elementary Subdivision)(Clerk's File No. 20130036620), and also for the common southerly corner of a 0.48 Acre Tract (Exhibit "A") described in Instrument No. 20210027034, Real Property Records of El Paso County, Texas, and Emerald Heights Unit 2, filed in Instrument No. 20200028407, Plat Records of El Paso County, Texas, said point also being the **POINT OF BEGINNING** of this description;

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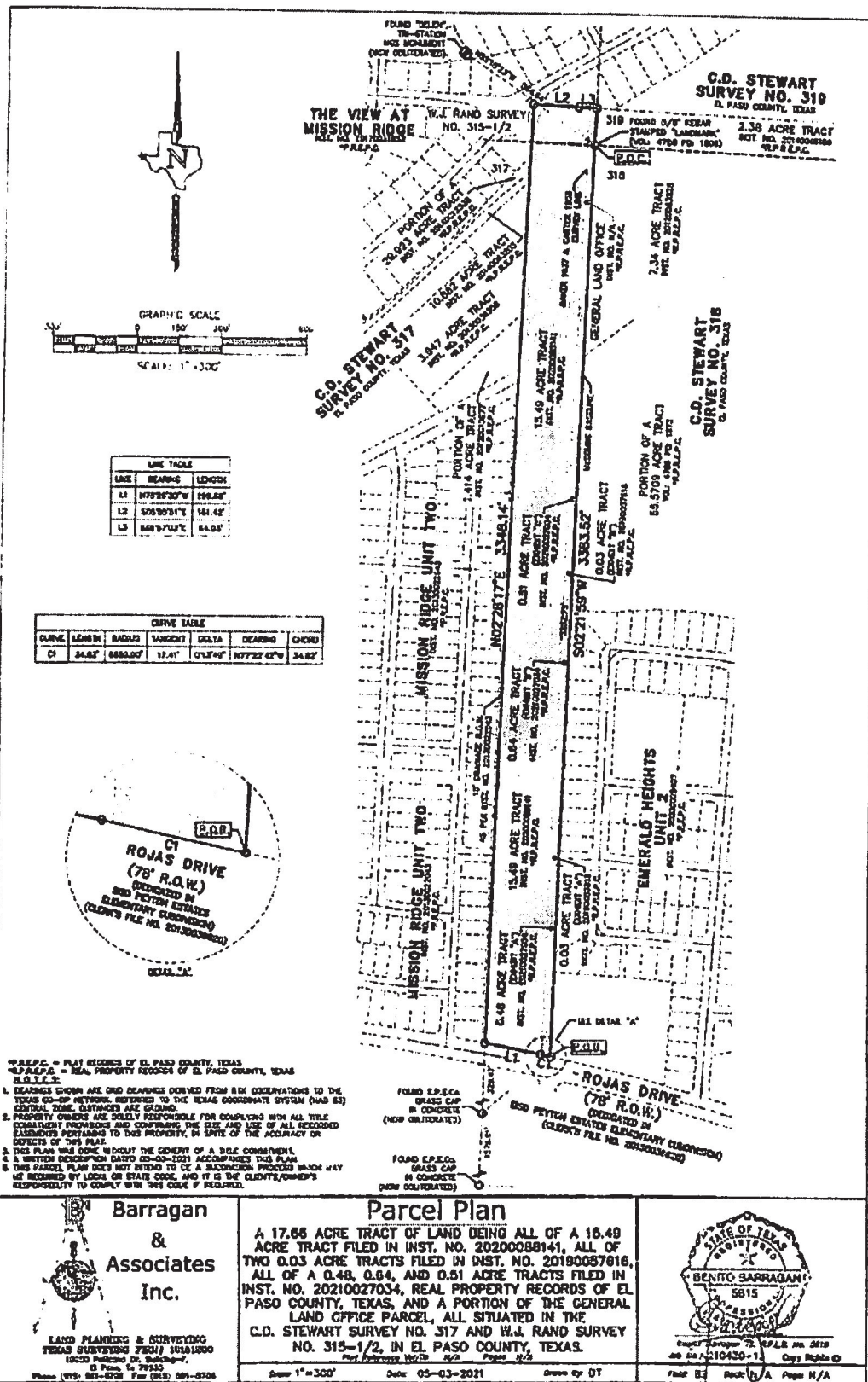
NOTES:

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Benito Barragan, Texas R.P.T. S. 5615
Barragan and Associates Inc.
Texas Surveying License # 10151200
May 3, 2021
Emerald Heights -- E.P.E.Co. and G.L.O. Land



{12136.1/MMCL/06851348.3}



{12136.1/MMCI/06851348.3}

EXHIBIT B



August 27, 2021

Ms. Linda Troncoso, P.E.
President
TRE & Associates, LLC
110 Mesa Park Drive, Suite 200
El Paso, TX 79912

RE: 17.18 Acre Petition for Annexation into Paseo Del Este Municipal Utility District No. 6

Dear Ms. Troncoso:

This letter is in response to your correspondence date June 1, 2021 regarding a petition by Northtowne Village Joint Venture for annexation into Paseo Del Este Municipal Utility District No. 6 (PDEMUD6) and the existing *Paseo del Este Wholesale Potable Water Supply and Wastewater Treatment and Transportation Contract (Agreement)* between El Paso Water (EPWater) and Paseo Del Este Municipal Utility District No. 1 (PDE).

Your letter mentions that the property that is the subject of the Northtowne Village Joint Venture's annexation petition is a 17.18-acre tract legally described as a portion of C.D. Stewart Survey No. 317 and W.J. Rand Survey No. 315-1/2, El Paso County, Texas (Property). In accordance with your letter, EPWater understands that this Property is within the District Service Area of the Agreement between EPWater and PDE.

If the City of El Paso consents to the annexation of the Property into PDEMUD6, EPWater services to PDE in accordance with the Agreement will remain without any changes.

If you have any questions, please do not hesitate to contact me at (915) 594-5595.

Sincerely,

John E. Balliew, P.E.
President/CEO

/ac

cc: Daniel Ortiz, General Counsel
Ms. Adriana Castillo, P.E., El Paso Water
Mr. Ronald J. Freeman, Attorney
Mr. Harrel Davis; Gordon, Davis, Johnson & Shane, P.C.
Mr. Jorge Azcarate, CEA Group



City of El Paso – City Plan Commission Staff Report

Request to serve and annex certain property within the El Paso ETJ (Extraterritorial Jurisdiction)

Section 54.016 of the Texas Water Code stipulates that no land within the extraterritorial jurisdiction of a city, shall be included in a utility district without that city's written consent, by either a resolution or ordinance.

The owners of the subject property, together with the Paseo Del Este Municipal Utility District No. 6, have requested written consent from the City to include the subject property within the boundaries of the Paseo Del Este Municipal Utility District No. 6 in order to begin providing utility services to the property.

The El Paso Water Utility has acknowledged and understands the property is within the District Service Area and does not object to the extension of such services to the property by the Paseo Del Este Municipal Utility District No. 6.

Attachment:

1. Aerial map
2. Metes and Bounds
3. Survey
4. Applicant's request

December 16, 2021



Barragan And Associates Inc.

10950 Pollicano Dr., Building "F", El Paso, Texas 79935 Ph. (915) 891-5709 Fax (915) 891-5708

METES AND BOUNDS DESCRIPTION

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Benito Barragan, T.S. 5615
Barragan And Associates Inc.
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May 3, 2021
Emerald Heights -- E.P.E.Co. and G.L.O. Land



{12136.1/MMCL/06851348.3}

**REQUEST FOR CONSENT TO
ANNEX PROPERTY LOCATED WITHIN THE EXTRATERRITORIAL JURISDICTION
OF THE CITY OF EL PASO, TEXAS TO THE PASEO DEL ESTE MUNICIPAL
UTILITY DISTRICT NO. 6, A SPECIAL PURPOSE DISTRICT
UNDER TEXAS CONSTITUTION**

THE STATE OF TEXAS

§

§

COUNTY OF EL PASO

§

**TO THE HONORABLE MAYOR AND CITY COUNCIL OF THE CITY OF EL PASO,
TEXAS:**

The undersigned (herein the "District") acting pursuant to the provisions of Section 54.016, Texas Water Code, and Section 42.042, Texas Local Government Code, respectfully requests the City Council of the City of El Paso, Texas, for its written consent to the annexation/inclusion of the property described herein into the District and would respectfully show the following:

I.

The District exists under the terms and provisions of Article XVI, Section 59 of the Constitution of Texas and operates pursuant to Chapters 49 and 54, Texas Water Code.

II.

The area within the current boundaries of the District is provided with retail water and sewer services by Paseo del Este Municipal Utility District No. 1 (the "Master District") pursuant to a wholesale water and sewer service contract between the Master District and El Paso Water Utilities.

III.

The property which is now proposed to be included in the District measures approximately 17.66 acres, more or less, situated wholly within El Paso County, Texas and the extraterritorial jurisdiction of the City of El Paso, and is described more particularly on Exhibit A hereto, which is attached hereto and incorporated herein for all purposes (the "Property").

IV.

The general nature of the work will be to provide water and sewer service to the Property at a cost of approximately \$240,000 and shall include the extension of the following: (1) approximately 2,800 linear feet of 8-inch to 12-inch waterlines with services and related appurtenances and (2) approximately 2,200 linear feet of 8-inch gravity wastewater lines with manholes and services.

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The El Paso Water Utilities has previously agreed to the provision of water and sewer service to the Property by the Master District and, therefore, El Paso Water Utilities does not object to the annexation/inclusion of the Property into the District (see Exhibit B hereto).

VI.

The owners of the Property have requested that the District provide them service to the Property and authorized the District to respectfully request the City of El Paso's consent to the annexation of the Property into the District.

VII.

WHEREFORE, the District respectfully prays that this request be heard and that your Honorable Body duly pass and approve an ordinance or resolution granting the consent to the annexation/inclusion of the Property to the District.

RESPECTFULLY SUBMITTED, this 20th day of October, 2021.

PASEO DEL ESTE MUNICIPAL UTILITY
DISTRICT NO. 6

By: Lorraine Huit

Name: Lorraine Huit

Title: President, Board of Directors

Date: October 14, 2021

ACKNOWLEDGMENT

THE STATE OF TEXAS

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COUNTY OF EL PASO

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This instrument was acknowledged before me on the 14th day of October, 2021, by Lorraine Huit, President of Board of Directors for Paseo del Este Municipal Utility District No. 6 on behalf of said district.



Notary Public in and for the State of Texas

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10950 Pollicano Dr., Building "F", El Paso, Texas 79935 Ph. (915) 891-5700 Fax (915) 891-5708

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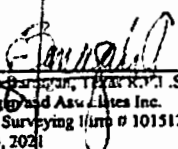
S 86°55'51" E, a distance of 161.42 feet to a point;

S 86°57'02" E, a distance of 64.03 feet to a point for the common corner of said portion of the General Land Office and a 2.38 Acre Tract described in Instrument No. 20140046106, Real Property Records of El Paso County, Texas;

THENCE, S 02°21'59" W, leaving said southerly line of The View at Mission Ridge along the easterly line of said portion of the General Land Office, of a 0.51 Acre Tract (Exhibit "C") described in Instrument No. 20210027034, of a 0.03 Acre Tract (Exhibit "B") described in Instrument No. 20190057616, of a 0.64 Acre Tract (Exhibit "B") described in Instrument No. 20210027034, of a 0.03 Acre Tract (Exhibit "A") described in Instrument No. 20190057616, Real Property Records of El Paso County, Texas, and of said 0.48 Acre Tract (Exhibit "A") described in Instrument No. 20210027034, and along the westerly line of said 2.38 Acre Tract described in Instrument No. 20140046106, of a 7.34 Acre Tract described in Instrument No. 20120063528, of a portion of a 66.5709 Acre Tract described in Volume 4786, Page 1873, Real Property Records of El Paso County, Texas, and of said Emerald Heights Unit 2, a distance of 3383.52 feet to the **POINT OF BEGINNING** of this description and containing in all 17.66 acres more or less.

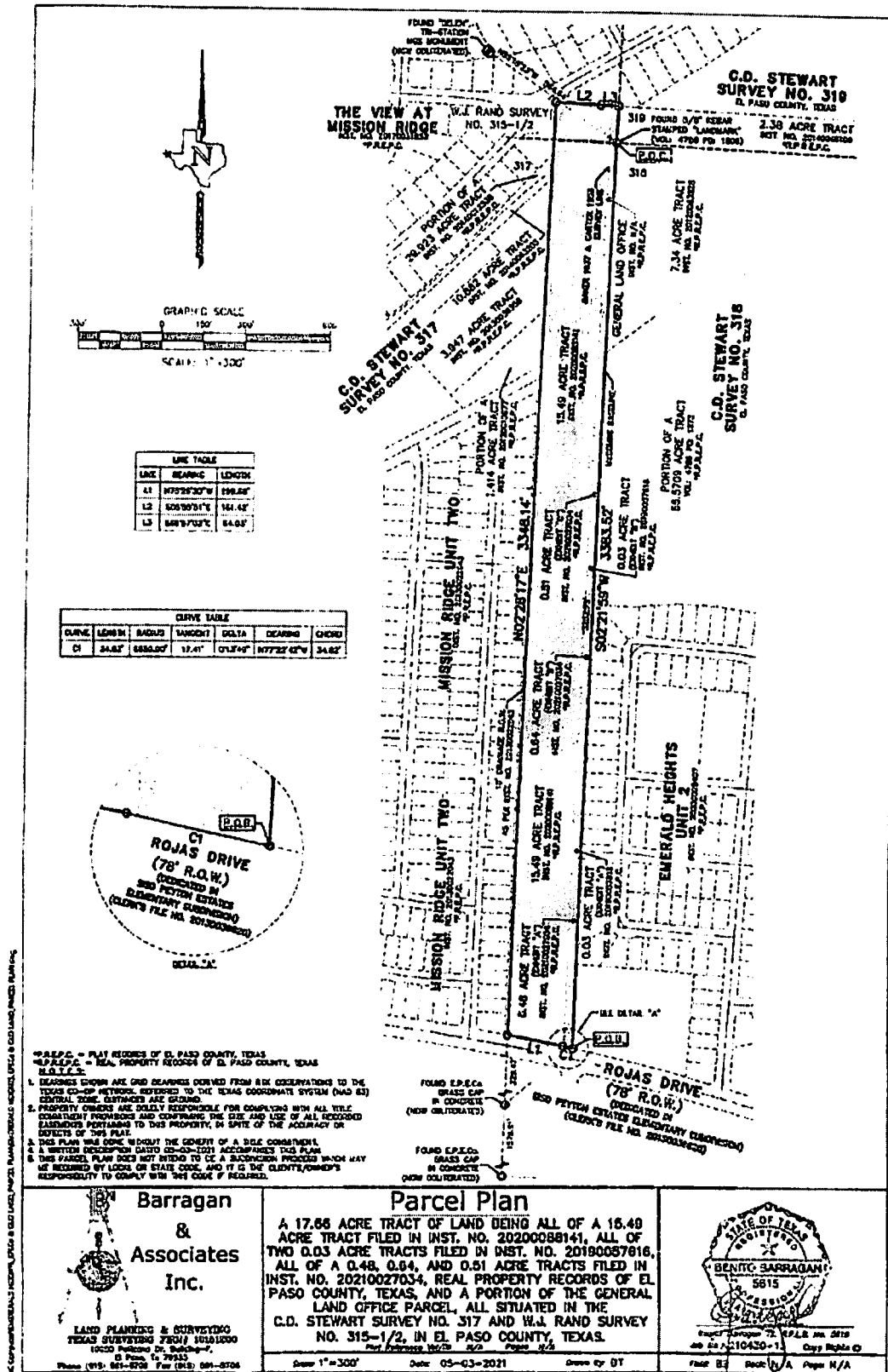
NOTES:

1. This property may be subject to easements whether of record or not. No Additional Research was performed by B&A Inc. for any reservations, restrictions, building lines, and or easements which may or may not affect this parcel.
2. Bearings shown are grid bearings derived from RTK Observations to the Texas CO-OP Network. Referred to the Texas Coordinate System (NAD 83) Central Zone. Distances are ground.
3. This description does not intend to be a subdivision process which may be required by the City of El Paso ordinance, and it is the client's/owner responsibility to comply with this ordinance if it is required.
4. A Parcel Plan of even date accompanies this description.


Benito Barragan, Texas R.P.S. 5615
Barragan and Associates Inc.
Texas Surveying License # 10151200
May 3, 2021
Emerald Heights - E.P.E.Co. and G.L.O. Land



{12136.1/MMCL/06851348.3}



(12136.1/MMC1/06851348.3)

EXHIBIT B



August 27, 2021

Ms. Linda Troncoso, P.E.
President
TRE & Associates, LLC
110 Mesa Park Drive, Suite 200
El Paso, TX 79912

RE: 17.18 Acre Petition for Annexation into Paseo Del Este Municipal Utility District No. 6

Dear Ms. Troncoso:

This letter is in response to your correspondence date June 1, 2021 regarding a petition by Northtowne Village Joint Venture for annexation into Paseo Del Este Municipal Utility District No. 6 (PDEMUD6) and the existing *Paseo del Este Wholesale Potable Water Supply and Wastewater Treatment and Transportation Contract (Agreement)* between El Paso Water (EPWater) and Paseo Del Este Municipal Utility District No. 1 (PDE).

Your letter mentions that the property that is the subject of the Northtowne Village Joint Venture's annexation petition is a 17.18-acre tract legally described as a portion of C.D. Stewart Survey No. 317 and W.J. Rand Survey No. 315-1/2, El Paso County, Texas (Property). In accordance with your letter, EPWater understands that this Property is within the District Service Area of the Agreement between EPWater and PDE.

If the City of El Paso consents to the annexation of the Property into PDEMUD6, EPWater services to PDE in accordance with the Agreement will remain without any changes.

If you have any questions, please do not hesitate to contact me at (915) 594-5595.

Sincerely,

John E. Balliew, P.E.
President/CEO

/ac

cc: Daniel Ortiz, General Counsel
Ms. Adriana Castillo, P.E., El Paso Water
Mr. Ronald J. Freeman, Attorney
Mr. Harrel Davis; Gordon, Davis, Johnson & Shane, P.C.
Mr. Jorge Azcarate, CEA Group



Legislation Text

File #: 22-182, 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

Museums and Cultural Affairs, Ben Fyffe, (915) 212-1766

AGENDA LANGUAGE:

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

That the City Manager be authorized to sign a Foundation Agreement between the City of El Paso and the El Paso Museum of Art Foundation ("Foundation") regarding the Foundation's financial support of the El Paso Museum of Art ("EPMA") and the responsibilities of each Party to work collaboratively to sustain, enhance and improve the EPMA.

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

AGENDA DATE: February 15, 2022 (Consent)

CONTACT PERSON(S) NAME AND PHONE NUMBER: Ben Fyffe, (915) 212-1766

DISTRICT(S) AFFECTED: All

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

SUBJECT:

That the City Manager be authorized to sign a Foundation Agreement between the City of El Paso and the El Paso Museum of Art Foundation ("Foundation") regarding the Foundation's financial support of the El Paso Museum of Art ("EPMA") and the responsibilities of each Party to work collaboratively to sustain, enhance and improve the EPMA.

BACKGROUND / DISCUSSION:

Agreement formalizes a twenty-two year working relationship between the City and the El Paso Museum of Art Foundation (EPMAF), a standalone, 501(c)3 non-profit formed to support the work of the El Paso Museum of Art. The agreement codifies the roles, responsibilities and expectations of each party.

PRIOR COUNCIL ACTION:

Council has previously approved similar agreements with other non-profit support organizations for the El Paso Museum of Archaeology and the El Paso Museum of History.


AMOUNT AND SOURCE OF FUNDING:

Agreement codifies disbursements of funds raised by EPMAF to the City to support Museum programming and exhibitions.

HAVE ALL AFFECTED DEPARTMENTS BEEN NOTIFIED? X YES ___NO

*****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 Foundation Agreement between the City of El Paso and the El Paso Museum of Art Foundation (“Foundation”) regarding the Foundation’s financial support of the El Paso Museum of Art (“EPMA”) and the responsibilities of each Party to work collaboratively to sustain, enhance and improve the EPMA.

Dated this _____ day of _____ 2022.

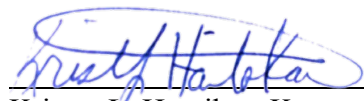
CITY OF EL PASO:

Oscar Leaser, Mayor

ATTEST:

Laura Prine
City Clerk

APPROVED AS TO FORM:



Kristen L. Hamilton-Karam
Senior Assistant City Attorney

APPROVED AS TO CONTENT:



Ben Fyffe, Managing Director
Cultural Affairs and Recreation

FOUNDATION AGREEMENT
EPMA Foundation

THIS FOUNDATION AGREEMENT (this “Agreement”) is entered into on February ___, 2022 (the “Effective Date”) by and between the CITY OF EL PASO, a home rule municipal corporation (the “City”), and EL PASO MUSEUM OF ART FOUNDATION, a Texas non-profit corporation (the “Foundation”).

WHEREAS, the City owns, annually budgets for and operates the El Paso Museum of Art (“EPMA”);

WHEREAS, the Foundation is a tax-exempt organization that was established in 1998 to support EPMA and its exhibitions, programs and outreach through annual disbursements from income generated on its permanent endowment;

WHEREAS, the City and the Foundation wish to work collaboratively and to cooperate with one another now and into the future to improve, enhance, and sustain the role of EPMA as a premier center for local, regional, national, and international art and artists; and

WHEREAS, the City and the Foundation desire to enter into this Agreement to delineate their respective roles and responsibilities with respect to EPMA.

NOW, THEREFORE, the City and the Foundation agree as follows:

1. Term. Unless terminated sooner as provided in this Agreement, the term of this Agreement shall be for a period of 10 years from the Effective Date (the “Term”).
2. Foundation Role. The Foundation agrees to:
 - (a) Fundraise and increase its endowment for the benefit of EPMA;
 - (b) Undertake a strategic planning process to increase awareness of the Foundation and EPMA and to increase giving to the Foundation;
 - (c) Increase donations to EPMA for the purpose of supplementing costs of programs, exhibitions, and events and for acquisition, conservation/preservation, education, and interpretation or exhibitions and emergent opportunities not otherwise included in the EPMA budget; It being understood and agreed, however, that the Museum of Art Foundation, while agreeing to serve as a resource for encouraging and enhancing funding opportunities, will itself not contract for services, goods, or products with respect to, or in furtherance of, the EPMA without consultation with the EPMA;
 - (d) Prepare an annual budget of anticipated contributions (the “Contributions Budget”) to EPMA;

(e) Ensure that any information on the EPMA webpage or media regarding the Foundation is current and correct, and submit requests for changes in writing to the EPMA Director.

(f) Maintain its books and records in accordance with Texas law and prepare financial statements in accordance with Generally Accepted Accounting Principals (GAAP), as applied to the not-for-profit sector. So long as the City and the Foundation are parties to that certain Restricted Funds Management Agreement dated August 25, 2009 (the “Restricted Funds Agreement”), at any time and as often as the City may deem necessary, upon reasonable notice and during regular business hours, the Foundation shall make all of its records available to the City or any authorized representative for inspection, and shall permit the City or any of its authorized representatives to audit, examine, review and make copies;

(g) Allow the City to designate one non-voting member to the Foundation Board. The non-voting member shall be the then-serving Managing Director of the Museums and Cultural Affairs Department for the City (the “MCAD Director”) or a person with expertise in the arts, NGO fundraising, or NGO governance; and

(h) Allow the then-serving Director of EPMA (the “EPMA Director”) to serve as a voting *ex-officio* member of the Foundation Board.

3. City Role. The City (including but not limited to the City acting through EPMA) agrees to:

(a) Acknowledge the Foundation as the premier enterprise that raises funds for acquisition, conservation/preservation and education and interpretation for EPMA;

(b) Subject to applicable laws and policies, collaboratively promote Foundation events and activities that support EPMA;

(c) Allow the Foundation to use EPMA free of rental fees up to five times per calendar year provided that (i) the Foundation coordinates with EPMA for available dates, (ii) the Foundation complies with all venue regulations, including insurance requirements, and (iii) the use is for events that help the Foundation maximize grants and challenge grants from private sources and donors;

(d) Allow the Foundation, subject to availability, to use office space to hold board meetings and donor meetings at One Arts Festival Plaza as approved by the Director;

(e) Coordinate and host semi-annual meetings with all El Paso museums to discuss programs, exhibitions, and events;

(f) Actively engaging (to the extent appropriate within the City's hiring policies and procedures) the Foundation Board (along with other stakeholders) anytime a replacement EPMA Director is to be hired;

(g) Provide the Foundation with any reasonably requested public documentation that satisfies a donor regarding the appropriate use of such donor's bequest or gift in accordance with the Public Information Act;

(h) Grant the Foundation a limited license to use EPMA logo along with its Foundation logo for purposes of continuity and association between the Foundation and EPMA upon approval by EPMA Director and the MCAD Director, subject to City policies and procedures; and

(i) To the extent allowed by law, facilitate processes which enable the most beneficial use of donations to enhance EPMA and its mission in the El Paso region.

4. Joint Role. The Foundation and the City (including but not limited to the City acting through EPMA) agree to conduct regularly scheduled meetings that include the Foundation chair, the MCAD Director, and EPMA Director for the purpose of:

(a) Discussing and understanding EPMA's priorities for exhibitions, programs, and initiatives and for acquisition, conservation/preservation, education, and interpretation or exhibitions and emergent opportunities not otherwise included in EPMA budget;

(b) Discussing and understanding EPMA's priorities for community centered and scholarly programing;

(c) Discussing, understanding, and coordinating (i) fundraising efforts in support of EPMA priorities, (ii) fundraising plans for the upcoming fiscal year, and (iii) the Foundation's fund raising efforts;

(d) Reviewing and discussing the Contributions Budget;

(e) Discussing and understanding the City's plans and directions for operating EPMA and EPMA facilities;

(f) Planning and coordinating EPMA's annual communication plan promoting the importance of EPMA; and

(g) Periodically reviewing and evaluating the effectiveness of the City's and the Foundation's relationship under this Agreement.

5. Termination.

(a) Either party may terminate this Agreement at any time upon a 30 calendar day advance written notice to the other party.

(b) This Agreement will automatically terminate upon the dissolution of the Foundation or EPMA.

(c) Unless the Agreement is terminated sooner as provided above or the parties amend the Agreement in advance, this Agreement will terminate upon the expiration of this Agreement as provided in Section 1 above.

6. Donations. Donations made from the Foundation to EPMA will be in the form of monetary donations to be spent in accordance with donor instructions or, absent such instructions, in accordance with the identified needs and priorities of EPMA. The Foundation acknowledges and agrees that it does not have the authority to bind the City or EPMA to any obligations. Moreover, the Foundation will not contract for services, goods, or products with respect to, or in furtherance of, EPMA without the consent of EPMA. Likewise, the City acknowledges and agrees that it does not have the authority to bind the Foundation to any obligations, nor with the City contract for services, goods, or products with respect to, or in furtherance of, the Foundation without the consent of the Foundation. Non-monetary donations made from the Foundation to EPMA must be approved by EPMA Director or any other person designated by the City Manager. Any non-monetary donations from the Foundation must not impose on, or require from, the City additional responsibilities. The Foundation acknowledges that any donations that impose additional responsibilities on the City or EPMA must be approved by the City through a separate contract in accordance with City policies and procedures. The Foundation acknowledges that the City must follow all applicable state, federal, and local laws regarding the expenditure of any funds received by the City. Notwithstanding anything to the contrary in this Agreement, any funds used or disbursed under the Restricted Funds Agreement shall remain subject to that agreement and this Agreement shall not be construed to amend that agreement in any respect.

7. Principal Representatives of the Parties. In order to make more efficient future communications between the Parties with respect to this Agreement and to best assure maximum coordination and communications between the Parties and the work being performed pursuant to this Agreement, the Parties agree as to the importance of the Parties designating principal representatives. Such principal representatives for the respective Parties are as follows:

(a) For the City and the EPMA:

Museums and Cultural Affairs Department
Attn: Managing Director
400 W. San Antonio, Suite A
El Paso, TX 79901
(915) 212-1783

as such designation may be changed in the future by Notice given by the City (for itself and upon behalf of the EPMA) to the Foundation in accordance with Section 8 below.

(b) For The Museum of Art Foundation:

El Paso Museum of Art Foundation
Attn: Board Chair
1 Arts Festival Plaza
El Paso, Texas 79901

as such designation may be changed in the future by Notice given by the Foundation to the City (for itself and upon behalf of the EPMA) in accordance with Section 8 below.

8. Notices. With respect to any notice required, permitted, or with respect to this Agreement (a “Notice”), such Notice shall be deemed received three (3) days after deposit of such Notice in the United States Certified Mail, return receipt requested, postage pre-paid, addressed to: (i) the City or the EPMA at the address given for the principal representative of the City and the EPMA in Section 7(a) above; or (ii) the Foundation at the address given for the principal representative for the principal representative of the Foundation in Section 7(b) above.

9. Modification of this Agreement. This Agreement may be modified only by written instrument executed by the Parties.

10. Assignment. The parties may not assign any obligations or rights under this Agreement without the express written consent of the other party.

11. Compliance with Laws. The Foundation will comply with the Charitable Solicitations Ordinance of the City of El Paso with regard to its fund-raising activities and meet all applicable state and federal laws and regulations governing charitable solicitations by non-profit organizations.

12. No Joint Enterprise. This Agreement does not create any joint enterprise between the parties.

13. Independent Contractors. The City and the Foundation are independent legal entities. Nothing in this Agreement creates the relationship of employer and employee, principal and agent, or any relationship other than that of independent parties contracting with each other solely for the purpose of carrying out the terms of this Agreement. Neither the City nor the Foundation nor any of their respective agents or employees has control or the right to control the activities of the other party in carrying out the terms of this Agreement. Both parties agree that neither party has, nor will attempt to assert, authority to make commitments for or to bind the other party to any obligation other than the obligations described in this Agreement.

14. Headings. The paragraph or section headings contained in this Agreement are for reference purposes only and do not control the meaning or interpretation of this Agreement.

15. Expenditures. Each party to this Agreement is responsible for the costs associated with such party's exercise of any rights or performance of any duties under this Agreement.

16. Complete Agreement. This Agreement constitutes and expresses the entire agreement between the Parties hereto in reference to the services and agreements herein described.

IN WITNESS THEREOF, the Parties have executed this Agreement as of the Effective Date.

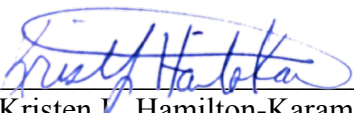
ATTEST:

CITY OF EL PASO:

Laura Prine
City Clerk

Oscar Leaser
Mayor

APPROVED AS TO FORM:



Kristen L. Hamilton-Karam
Senior Assistant City Attorney

APPROVED AS TO CONTENT:



Ben Fyffe, Managing Director
Cultural Affairs and Recreation

EL PASO MUSEUM OF ART FOUNDATION

By: _____
Name: _____
Title: _____



Legislation Text

File #: 22-179, 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, Karina Brasgalla, (915) 212-1570

City Manager's Office, Elizabeth Triggs, (915) 212-1619

AGENDA LANGUAGE:

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

A Resolution giving City Council representatives an opportunity to interview the following three recommended Public Service Board candidates prior to voting on the appointment:

1. Marybeth Stevens
2. Luis Rosas
3. Stefanie Block Uribarri

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

AGENDA DATE: February 15, 2022

CONTACT PERSON(S): Karina Brasgalla, (915) 212-1570, BrasgallaKX@elpasotexas.gov
Elizabeth Triggs, (915) 212-1619, TriggsEK@elpasotexas.gov

DISTRICT(S) AFFECTED: All Districts

STRATEGIC GOAL: Goal 6. Set the standard for sound governance and fiscal management

SUBGOAL: Sub-goal 6.8: Support transparent and inclusive government

SUBJECT:

A Resolution providing City Council representatives the opportunity to interview the three recommended Public Service Board candidates prior to voting on the appointment.

BACKGROUND / DISCUSSION:

On August 11, 2009, City Council adopted a Resolution establishing the El Paso Water Utilities Public Service Board Selection Committee and the process for selection of El Paso Water Utilities Public Service Board Members in accordance with Texas Government Code Section 1502.070. Section 7 of that Resolution allows City Council to specify a reasonable amount of time to allow for interviews of each candidate by each City Council Representative and schedule the voting session to select the member or members to fill each vacancy. On December 1, 2021, the El Paso Water Utilities Public Service Board made a recommendation of the top three (3) candidates for appointment to the Public Service Board, which were then presented to City Council.

PRIOR COUNCIL ACTION:

On January 18, 2021, City Council postponed the vote on a PSB appointment four weeks to allow for time to interview the candidates.

AMOUNT AND SOURCE OF FUNDING:

None

HAVE ALL AFFECTED DEPARTMENTS BEEN NOTIFIED? X YES ___ NO

PRIMARY DEPARTMENT: City Manager's Office

SECONDARY DEPARTMENT: City Attorney's Office

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

DEPARTMENT HEAD:


Elizabeth Triggs, Interim Director, Economic and International
Development

RESOLUTION

WHEREAS, On August 11, 2009 the City of El Paso adopted Ordinance Number 017167 which requires that any vacancy in the membership of the El Paso Water Utilities Public Service Board of Trustees be filled by the City Council; and,

WHEREAS, On August 11, 2009 City Council adopted a Resolution establishing the El Paso Water Utilities Public Service Board Selection Committee (“PSB Selection Committee”) and the process for selection of El Paso Water Utilities Public Service Board Members in accordance with Texas Government Code Section 1502.070; and,

WHEREAS, on December 1, 2021 the El Paso Water Utilities Public Service Board made a recommendation to City Council of the top three (3) candidates for appointment to the Public Service Board; and,

WHEREAS, Section 7 of the Resolution allows City Council to either: specify a reasonable amount of time to allow for interviews of each candidate by each City Council Representative and schedule the voting session to select the member or members to fill each vacancy; or refer the matter to a City Council Legislative Review Committee to conduct interviews and schedule the vote; and,

WHEREAS, on January 18, 2022, El Paso Water Utilities presented a slate of three (3) eligible candidates for a vacancy on the Public Service Board to the El Paso City Council for consideration, and the City Council voted to postpone the item for four (4) weeks; and

WHEREAS, Representatives have an interest in interviewing the recommended candidate prior to voting on the appointment,

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

THAT, each of the City Council Representatives be given the opportunity to interview the following three candidates by February 15, 2022:

1. Marybeth Stevens,
2. Luis Rosas, and
3. Stefanie Block Uribarri.

That the voting session to fill the Public Service Board vacancy be held no later than February 15, 2022.

PASSED AND APPROVED this ____ day of _____, 2022.

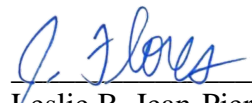
THE CITY OF EL PASO:

Oscar Leeser, Mayor

ATTEST:

Laura D. Prine, City Clerk

APPROVED AS TO FORM:

 (for) _____
Leslie B. Jean-Pierre
Assistant City Attorney



El Paso, TX

300 N. Campbell
El Paso, TX

Legislation Text

File #: 22-203, Version: 1

CITY OF EL PASO, TEXAS LEGISTAR AGENDA ITEM SUMMARY FORM

DISTRICT, DEPARTMENT, CONTACT INFORMATION:

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

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

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

AGENDA LANGUAGE:

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

Joel Calderon to the Regional Renewable Energy Advisory Council by Representative Alexsandra Annello, District 2.

DATE: 2.07.22

TO: City Clerk

FROM: City Representative Aleksandra Anello

ADDRESS: 300 N. Campbell TELEPHONE 915-212-0002

Please place the following item on the (Check one): CONSENT XXX REGULAR _____

Agenda for the Council Meeting of February 15, 2022

Re-Appointment of Joel Calderon to the Regional Renewable Energy Advisory Council by Item should read as follows: City Representative Aleksandra Anello.

BOARD COMMITTEE/COMMISSION APPOINTMENT/REAPPOINTMENT FORM

NAME OF BOARD/COMMITTEE/COMMISSION: Regional Renewable Energy Advisory Council

NOMINATED BY: City Representative Aleksandra Anello DISTRICT: Two

NAME OF APPOINTEE Joel Robert Calderon Jr.
(Please verify correct spelling of name)

E-MAIL ADDRESS: _____

BUSINESS ADDRESS: _____

CITY: El Paso ST: TX ZIP: _____ PHONE: _____

HOME ADDRESS: _____

CITY: El Paso ST: TX ZIP: _____ PHONE: _____

DOES THE PROPOSED APPOINTEE HAVE A RELATIVE WORKING FOR THE CITY? YES: ____ NO X

IF SO, PLEASE PROVIDE HIS OR HER NAME, CITY POSITION AND RELATIONSHIP TO THE PROPOSED APPOINTEE:

LIST ALL REAL ESTATE OWNED BY APPOINTEE IN EL PASO COUNTY (BY ADDRESS): None
HAS APPOINTEE BEEN A MEMBER OF OTHER CITY BOARDS/COMMISSIONS/COMMITTEES? IF SO, PLEASE PROVIDE NAMES AND DATES:

WHO WAS THE LAST PERSON TO HAVE HELD THIS POSITION BEFORE IT BECAME VACANT?

NAME OF INCUMBENT: Joel Calderon

EXPIRATION DATE OF INCUMBENT: 3/3/2022

REASON PERSON IS NO LONGER IN OFFICE (CHECK ONE): TERM EXPIRED: X
RESIGNED _____
REMOVED _____

DATE OF APPOINTMENT: 2/15/22

TERM BEGINS ON : 03/04/22

EXPIRATION DATE OF NEW APPOINTEE: 03/03/24

PLEASE CHECK ONE OF THE FOLLOWING: 1st TERM: X

2nd TERM: _____

UNEXPIRED TERM: _____

Joel R. Calderon Jr.

EDUCATION

Master of Public Administration

December 2022

The University of Texas at Arlington, Arlington, TX
GPA 3.86

Master of Education in Educational Administration

May 2017

The University of Texas at El Paso, El Paso, TX
GPA 3.91

Bachelor of Multidisciplinary Studies

May 2010

The University of Texas at El Paso, El Paso, TX
GPA 3.32

LICENSURE

Texas Professional Educator License

Principal, Early Childhood through 12
Valid from August 1, 2016 - July 31, 2022
Generalist, grades 4 through 8
Valid from August 1, 2016 - July 31, 2022

RELEVANT COURSES

- Financial Management in the Public and Non-Profit Sectors
- Foundations of Urban Research and Analysis
- Public and Non-Profit Organization Theory

LEADERSHIP EXPERIENCE

Ysleta Independent School District, El Paso, Texas

2018 - Present

Campus Testing Coordinator

- Facilitate the coordination of all assessments by training staff on assessment procedures, communicate with all stakeholders to plan logistics, and ensure compliance on state and federal laws on assessments.
- Developed and maintain an accountability system for stakeholders to review student testing accommodations to ensure compliance with the Texas Education Agency and US Department of Education Office of Civil Rights. Testing violations decreased from 50 in year one to zero in year three.
- Collaborate with the Language Proficiency Assessment, LPAC, Coordinator to assist and the identification and support of English Learners in the classroom and assessments according to the Texas Education Agency

Ysleta Independent School District, El Paso, Texas

2017 - 2018

Education Administration Intern

- Began the implementation of project based learning through the coordination of National History Day where a group was awarded “Outstanding Military History” at the Regional National History Day.

- Facilitated and executed a successful fall teacher meet and greet with the cooperation of all campus stakeholders.
- Collaborated with members of the Positive Behavior Intervention School Committee to develop activities to create a positive and safe learning environment that led to a 60% decrease in student discipline referrals.

PROFESSIONAL EXPERIENCE

Ysleta Independent School District, El Paso, Texas

2010 - 2018

Teacher

- Facilitated and organized the planning of lessons that were accessible to all learners through the framework of Universal Lesson Design.
- Facilitated the desegregation of student data and supported teachers with lesson planning to improve instruction and student mastery of the curriculum.
- Facilitated meetings with all campus stakeholders to create a school wide student behavior and academic expectations.
- Implemented a system designed to create an interest in reading. By the end of the school year, most students had grown over a year's growth.

COMMUNITY INVOLVEMENT

El Paso County Democratic Party, El Paso Texas

2021 - Present

Precinct Chair

- Identify, register, inform, and increase voter turn out.
- Organize voters and provide opportunities to be more involved.

The Sunrise Movement; El Paso, Texas

2021 - Present

Organizer

- Organized and performed block walking for a mayoral candidate.
- Collaborated with fellow organizers to compose letters to the editor publish in the El Paso Times that called on city council to secure fiscally and environmentally responsible sources of energy to generate electricity.
- Prepare and deliver onboarding orientation to new Sunrise Movement Members with a focus on public financial management.



El Paso, TX

300 N. Campbell
El Paso, TX

Legislation Text

File #: 22-210, 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 Henry Rivera, (915) 212-0007

AGENDA LANGUAGE:

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

Joseph Gutierrez to the Regional Renewable Energy Advisory Council by Representative Henry Rivera, District 7.

DATE: February 8, 2022

TO: City Clerk

FROM: City Representative Henry Rivera, District 7

ADDRESS: 300 N. Campbell, 2nd floor, El Paso, TX TELEPHONE 915-212-0007

Please place the following item on the (Check one): CONSENT XXX REGULAR _____

Agenda for the Council Meeting of February 15, 2022

Re-Appointment of Joseph Gutierrez to the Regional Renewable Energy Advisory

Council by Item should read as follows: City Representative Henry Rivera, District 7

BOARD COMMITTEE/COMMISSION APPOINTMENT/REAPPOINTMENT FORM

NAME OF BOARD/COMMITTEE/COMMISSION: Regional Renewable Energy Advisory Council

NOMINATED BY: City Representative Henry Rivera DISTRICT: 7

NAME OF APPOINTEE Joseph Gutierrez
(Please verify correct spelling of name)

E-MAIL ADDRESS: _____

BUSINESS ADDRESS: _____

CITY: El Paso ST: TX ZIP: _____ PHONE: _____

HOME ADDRESS: _____

CITY: El Paso ST: TX ZIP: _____ PHONE: _____

DOES THE PROPOSED APPOINTEE HAVE A RELATIVE WORKING FOR THE CITY? YES: ____ NO: X

IF SO, PLEASE PROVIDE HIS OR HER NAME, CITY POSITION AND RELATIONSHIP TO THE PROPOSED APPOINTEE: N/A

HAS APPOINTEE BEEN A MEMBER OF OTHER CITY BOARDS/COMMISSIONS/COMMITTEES? IF SO, PLEASE PROVIDE NAMES AND DATES: N/A

WHO WAS THE LAST PERSON TO HAVE HELD THIS POSITION BEFORE IT BECAME VACANT?

NAME OF INCUMBENT: Joseph Gutierrez

EXPIRATION DATE OF INCUMBENT: 3/3/2022

REASON PERSON IS NO LONGER IN OFFICE (CHECK ONE): TERM EXPIRED: X
RESIGNED _____
REMOVED _____

DATE OF APPOINTMENT: 2/15/2022

TERM BEGINS ON: 2/15/2022

EXPIRATION DATE OF NEW APPOINTEE: 3/3/2024

PLEASE CHECK ONE OF THE FOLLOWING: 1st TERM: X

2nd TERM: _____

UNEXPIRED TERM: _____

Joseph Gutierrez

Education:

University of Texas at El Paso
500 W. University Ave,
El Paso, TX 79968

- Bachelor of Science degree in Computer Science with a minor in Mathematics: June 2019
- Graduating with a Master of Science degree in Software Engineering with a concentration in Cyber Secure Systems: Expected June 2021

El Paso Community College
919 Hunter, El Paso, Texas 79915

- Associate of Arts Degree with Honors: May 2015

Professional Work:

Science Applications International Company (SAIC)

October 2018 - Present

IT Systems Engineer

- Created and maintained database to manage: Bills of Materials, Work Breakdown Structures, Integrated Master Schedules, One Wire diagrams, Power Budgets, Center of Gravity Analysis, Issue/trouble ticket tracking, and other engineering design concepts under both US Army and US Air Force Contracts for the El Paso ACF site.
- Researched and analyzed courses of action based on space, weight, fit, form, function, power, heat, and cost concerns to arrive at the optimal system engineering solutions to ongoing issues and designs.
- Designed and engineered IT network server rack elevation and physical network configurations that conform to NATO TEMPEST Standards for platforms using multiple enclaves, server racks, and network medium (LTE, Fiber, Ethernet, etc.)
- Designed parts and assemblies using Solidworks that were integrated in final platforms.
- Participated in and over saw, hands on integration of network platforms in work area and on customer sites.
- Created, reviewed, and maintained Integrated Master Schedules (IMS) that track progress in several site wide IT network projects and integrations.
- Actively submitted, presented, and justified several Engineering changes to Engineering Review and Change Control Boards.

Internship

- Designed and developed a project Lifecycle Management Database that manages Bill of Materials, Purchase Lists, Budgets, Inventory, Integration Kits, and Bills of Lading.
- Full-stack developed interface for the Lifecycle Management Database mentioned above.
- Wrote executable program to interface with the database and view real time changes
- Assisted in creation of slide decks and engineering concepts for Preliminary and Critical Design Reviews
- Created renders and detailed models of engineering concepts both for preliminary feasibility analysis and informational/promotional material.
- Assisted in managing site wide Integrated Master Schedules for task and work loading of resources and platforms.
- Assisted Chief Operations Officer in managing employee contact lists, leave trackers, facilities inspections checklists, fire safety and evacuation material, and inventory lists for the site.

University of Texas at El Paso SURPASS Research Assistant

May 2017- August 2017

Research Assistant

- Worked with the CR²G (Constraint Research and Reading Group), team working under Dr. Martine Ceberio
- Referenced my background in Mechanical Engineering in conjunction with my knowledge of Computer Science to apply the work the group has done in Robust Optimization to Dynamic Systems which have many applications in engineering, network, modeling, and system analysis

University of Texas at El Paso Office of the Provost and Vice President of Academic Affairs

September 2017- December 2017

Web Developer

- Aided the department in migrating all of the network IT websites to the Cascade Content Management System
- Modernization of the network IT websites to fit the new look and feel of the UTEP web presence.
- Under the Technology Implementation Manager both for IT hardware and software re-imaging of computers, device setup, workstation set up, Ethernet rewiring, etc.

El Paso Archaeological Society Site Redesign

January 2017– February 2017

Web Developer

- Redesigning to modernize, cleaning up, and rebuilding the El Paso Archaeological Society website
- Format code for readability and ease of editing to provide the less “tech savvy” client the ability to maintain the site after initial delivery
- Provided over the shoulder training to the client and site owner\maintainer in Dreamweaver
- Website: www.epas.com

Programming Languages Known:

- | | |
|--------------------------|-----------------------------|
| • Java (Advanced) | • SQL (Advanced) |
| • Python (Advanced) | • C++ (Intermediate) |
| • C# (Advanced) | • PHP (Intermediate) |
| • HTML (Advanced) | • Assembly (Intermediate) |
| • CSS (Advanced) | • Aspect J (Intermediate) |
| • C (Advanced) | • JavaScript (Intermediate) |
| • Linux Shell (Advanced) | • Haskell (Beginner) |

Skills:

- | | |
|---|--|
| • Proficient using Virtual Machines | • Bilingual (English/Spanish) |
| • Experienced in programming microcontrollers | • Excellent problem solving |
| • Git, Emacs, Vi, Visual Studio, VS Code, Eclipse, and Android Studio | • Analytical thinking |
| • SolidWorks, AutoCAD, Inventor, and NX | • Aptitude for leadership |
| • MATLAB and Mathematica | • Works well in team and individual environments |
| • Experience in System Administration | • Mastered organizational skills |
| • Microsoft Office Suite Proficient | • Excels at multitasking |
| | • Experience in coordination of community affairs (several community events) |

Awards:

- | | |
|--|---|
| • National Hispanic Merit Scholar | • Veterans of Foreign Wars 2 nd place in Regional Essay (2015) |
| • The Military Order of the World Wars Patrick Henry Award for Patriotic Achievement | • Dean's List (Fall 2013 & Spring 2014) |
| • AP Scholar | • FBLA 3 rd in Regional Competition (2013) |
| • FBLA 2 nd in State Competition (2013) | • 3 rd Sun County Regional Science Fair (2012) |
| | • 1 st District Science Fair (2012) |

Community Service/ Involvement:

Neighborhood Leadership Academy(2019-Present):

- Actively participating in programs to provide and receive information about services in El Paso
- Helping to organize community events and outreach.

Travis White Neighborhood Association (2016- Present):

- Acting as Vice President, Secretary, and webmaster for the neighborhood association,
- Actively recording minutes of meetings and helping to organize community events and outreach.
- Building, designing, and maintaining the neighborhood association website.

ASME Member (2015-2017):

- Member of the University of Texas at El Paso Chapter of the American Society of Mechanical Engineers.
- Using knowledge of CAD software to help team in designing a superefficient pod car for the Shell Eco-Marathon challenge.

St. Vincent de Paul Member (2014-2018):

- Serving as the diocesan technology advisor helping to create and maintain the diocesan website and create presentations for meetings.
- Actively attending and participating in conference meetings and serving in various community outreach programs.

Department of Defense Clearance: Active since March 2019



El Paso, TX

300 N. Campbell
El Paso, TX

Legislation Text

File #: 22-209, 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 Henry Rivera, (915) 212-0007

AGENDA LANGUAGE:

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

Gina Gagen to the Animal Shelter Advisory Committee by Representative Henry Rivera, District 7.

DATE: February 8, 2022

TO: City Clerk

FROM: City Representative Henry Rivera, District 7

ADDRESS: 300 N. Campbell, 2nd floor, El Paso, TX TELEPHONE 915-212-0007

Please place the following item on the (Check one): CONSENT XXX REGULAR _____

Agenda for the Council Meeting of February 15, 2022

Appointment of Gina Gagen to the Animal Shelter Advisory Committee by City Representative

Item should read as follows: Henry Rivera, District 7

BOARD COMMITTEE/COMMISSION APPOINTMENT/REAPPOINTMENT FORM

NAME OF BOARD/COMMITTEE/COMMISSION: Animal Shelter Advisory Committee

NOMINATED BY: City Representative Henry Rivera DISTRICT: 7

NAME OF APPOINTEE Dr. Gina Gagen

(Please verify correct spelling of name)

E-MAIL ADDRESS: _____

BUSINESS ADDRESS: _____

CITY: El Paso ST: TX ZIP: _____ PHONE: _____

HOME ADDRESS: _____

CITY: El Paso ST: TX ZIP: _____ PHONE: _____

DOES THE PROPOSED APPOINTEE HAVE A RELATIVE WORKING FOR THE CITY? YES: _____ NO X

IF SO, PLEASE PROVIDE HIS OR HER NAME, CITY POSITION AND RELATIONSHIP TO THE PROPOSED APPOINTEE: N/A

HAS APPOINTEE BEEN A MEMBER OF OTHER CITY BOARDS/COMMISSIONS/COMMITTEES? IF SO, PLEASE PROVIDE NAMES AND DATES: N/A

LIST ALL REAL ESTATE OWNED BY APPOINTEE IN EL PASO COUNTY (BY ADDRESS): N/A

WHO WAS THE LAST PERSON TO HAVE HELD THIS POSITION BEFORE IT BECAME VACANT?

NAME OF INCUMBENT: Gina Gagen

EXPIRATION DATE OF INCUMBENT: 8/16/2021

REASON PERSON IS NO LONGER IN OFFICE (CHECK ONE): TERM EXPIRED: X
RESIGNED _____
REMOVED _____

DATE OF APPOINTMENT: 2/15/2022

TERM BEGINS ON: 2/15/2022

EXPIRATION DATE OF NEW APPOINTEE: 6/22/2026

PLEASE CHECK ONE OF THE FOLLOWING: 1st TERM: X

2nd TERM: _____

UNEXPIRED TERM: _____

GINA L. GAGEN, Ed.D., CCE, NCC, LPC-S

Texas LPC-S with over 20 years in the mental health field and 16 years in a correctional environment. Possess a Doctorate in Counseling Psychology, and am a college professor.

EDUCATION

Doctorate of Education in Counseling Psychology, Argosy University/Sarasota.

Masters of Science in Healthcare Administration, Texas Woman's University/Houston.
(Coursework completed)

Masters of Arts in Human Science/Psychology, Our Lady of the Lake University/Houston.

Bachelor of Arts in Psychology, Eastern Illinois University.

Bachelor of Arts in Sociology, Eastern Illinois University.

CERTIFICATIONS

American Correctional Association – Certified Correctional Executive (CCE) #10734906

American Heart Association – BLS/CPR/First Aid for Healthcare Providers

Certified Clinical Trauma Professional (CCTP) – International Association of Trauma Professionals

Certified Forensic Counselor #25321 – National Association of Forensic Counselors

Certified Domestic Violence/Abuse Counselor – Internship with the Houston Area Women's Center (HAWC)

FEMA:

IS-00100.c - Introduction to Incident Command System

IS-00700.b - An Introduction to the National Incident Management Systems

IS-00800.c - National Response Framework, An Introduction

Licensed Professional Counselor / LPC Clinical Supervisor #64538 – Texas State Board of Examiners of Professional Counselors

Licensed Professional Counselor / LPC Clinical Supervisor #0701008251 - Virginia Board of Counseling

Licensed Professional Counselor #00144464– Colorado Department of Regulatory Services

Member of CEA (Correctional Education Association)

Moral Reconciliation Therapy (MRT) Trained (April 2010)

National Board of Certified Counselors - NCC #239107

TEACHING EXPERIENCE

- 01/07 - Present Mohave Community College – Kingman, AZ
- Part-time Adjunct Professor: Introduction to Psychology, Introduction to Sociology, Social Problems in Modern Society, Race and Ethnicity, Sociology of Deviant Behavior, Lifespan/Developmental Psychology, and Psychopharmacology.
- 01/10 - Present Thomas Edison State College – Trenton, NJ
- Part-time Mentor/Online instruction for: Abnormal Psychology, Introduction to Psychology, Developmental Psychology
 - Consultant/Subject Matter Expert/Professor for Forensic Psychology program

WORK EXPERIENCE

- 01/20 – Present Facility Director – Full Time
CoreCivic
El Paso Multi-Use Facility, El Paso, TX
- Responsible for the overall administration of custodial, programs, personnel and business necessary for the operation of the facility.
 - Responsible for the development and implementation of new approaches to departmental administration, plans and directs specific departmental activities.
 - Reviews and evaluates the work of staff to ensure conformance with general guidelines, methods, technologies policies and regulations and laws.
 - Performs supervisory functions, involving hiring and training of staff, counseling and developing employees, conducting performance evaluations, approving leave, and participating in employee, resident, agency, and public grievance procedures.

10/17 – 08/18

Mental Health Manager – Contract/Full Time

CFMG - Otero Detention Center, Alamogordo, NM

Eligible for rehire - returned home to Houston to care for family member with cancer.

- Conducted intakes, evaluations, and /or assessments for inmates referred by Security, Healthcare staff, and other Community sources.
- Updated facility mental health policy and procedure and participated in emergency drills
- Identified mental health symptoms, treatment needs, and made appropriate recommendations to the healthcare unit and security staff regarding the direction or required level of care.
- Provided consultation and trained security/healthcare staff regarding inmate's behavior, safety concerns, trauma informed care, and other mental health concerns.
- Provided suicide intervention and mental health crisis intervention for the entire facility.

08/15 – 3/17

TDCJ Mental Health Manager – Full Time

UTMB - Correctional Managed Care

Marlin, TX

Eligible for rehire

- Responsible for the coordination and delivery of mental health assessments, testing, therapy, and crisis interventions to offenders at 6 TDCJ facilities, and serve as a member of an interdisciplinary management team for decisions affecting the delivery of mental health services.
- Provide clinical supervision of mental health staff and all provided treatment.
- Member of Incident Crisis Response Team.
- Train TDCJ staff on mental health matters.
- Responsible for the implementation, compliance, and successful outcome of all mental health quality management programs.
- Provide telemed mental health services to other TDCJ units.

06/07 – 02/15

Administrator/Deputy Warden - Full Time

Arizona State Prison Complex - Kingman, AZ

- Developed, implemented, monitored and oversaw all programming to include education, substance abuse treatment programs, religious, records, and other related functions for a male inmate population of 3500.
- Member of Emergency Operations and Critical Incident Management Team, based on Homeland Security Exercise and Evaluation Program (HSEEP). Met regularly with local, state and federal agencies on tabletop discussions and drills.

- Responsible for the functioning of the re-entry, education, substance abuse treatment programs, religious, and other related departments.
- Taught academy on mental health subjects, such as offender manipulation, recognizing mental health issues, suicidality, trauma informed care, and various other mental health concerns.
- Supervised a staff of 60+.
- Ensured all activities were in compliance with ACA, CEA, ADOC, PREA, and the AZ Office of Behavioral Health Licensing policy and procedures.

ACTIVITIES

American Correctional Association
 American Psychological Association
 National Association of Forensic Counselors
 Society for Police and Criminal Psychology

American Counseling Association
 Chi Sigma Iota
 Psi Chi - Lifetime Member
 Texas Humane Legislation Network -
 El Paso Chapter President



El Paso, TX

300 N. Campbell
El Paso, TX

Legislation Text

File #: 22-199, Version: 1

CITY OF EL PASO, TEXAS LEGISTAR AGENDA ITEM SUMMARY FORM

DISTRICT, DEPARTMENT, CONTACT INFORMATION:

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

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

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

AGENDA LANGUAGE:

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

Victor Hurtado to the Historic Landmark Commission by Representative Alexsandra Annello, District 2.

DATE: 2.8.22

TO: City Clerk

FROM: City Representative Alessandra Annello

ADDRESS: 300 N. Campbell TELEPHONE 915-212-0002

Please place the following item on the (Check one): CONSENT XXX REGULAR _____

Agenda for the Council Meeting of February 15, 2022

Appointment of Victor Hurtado to the Historic Landmark Commission by City Representative
Item should read as follows: Alessandra Annello.

BOARD COMMITTEE/COMMISSION APPOINTMENT/REAPPOINTMENT FORM

NAME OF BOARD/COMMITTEE/COMMISSION: Historic Landmark Commission

NOMINATED BY: City Representative Alessandra Annello DISTRICT: Two

NAME OF APPOINTEE Victor Hurtado
(Please verify correct spelling of name)

E-MAIL ADDRESS: _____

BUSINESS ADDRESS: _____

CITY: El Paso ST: TX ZIP: _____ PHONE: _____

HOME ADDRESS: _____

CITY: El Paso ST: TX ZIP: _____ PHONE: _____

DOES THE PROPOSED APPOINTEE HAVE A RELATIVE WORKING FOR THE CITY? YES: _____ NO X

IF SO, PLEASE PROVIDE HIS OR HER NAME, CITY POSITION AND RELATIONSHIP TO THE PROPOSED APPOINTEE: N/A

LIST ALL REAL ESTATE OWNED BY APPOINTEE IN EL PASO COUNTY (BY ADDRESS): N/A

HAS APPOINTEE BEEN A MEMBER OF OTHER CITY BOARDS/COMMISSIONS/COMMITTEES? IF SO, PLEASE PROVIDE NAMES AND DATES: N/A

WHO WAS THE LAST PERSON TO HAVE HELD THIS POSITION BEFORE IT BECAME VACANT?

NAME OF INCUMBENT: Vicki Hamilton

EXPIRATION DATE OF INCUMBENT: 1/26/22

REASON PERSON IS NO LONGER IN OFFICE (CHECK ONE): TERM EXPIRED: X
RESIGNED _____
REMOVED _____

DATE OF APPOINTMENT: 02/15/22

TERM BEGINS ON : 02/16/22

EXPIRATION DATE OF NEW APPOINTEE: 02/15/24

PLEASE CHECK ONE OF THE FOLLOWING: 1st TERM: X

2nd TERM: _____

UNEXPIRED TERM: _____

Victor Hurtado

EDUCATION

Bachelor of Arts in Art History

The University of Texas at El Paso (UTEP)

Awarded: May 2018

GPA: 3.85

Honors and Awards

Spring 2014 – Spring 2018

May 2018

April 2018

March 2018

Dean's List

Outstanding Senior in Art History

Benjamin A. Gilman International
Scholarship Recipient

UTEP Top Ten Seniors Award

PUBLICATIONS

Hurtado, Victor (2019). "*Ritratto di un uomo con simboli: Lorenzo Lotto on Vice and Virtue*,"
Pathways: A Journal of Humanistic and Social Inquiry: Vol. 1.

PROJECTS

Trost Interactive Map: <https://trostsociety.org/buildings/>.

RELATED EXPERIENCE

Administrative Assistant I, Upward Bound Program, El Paso, TX. Feb. 2020 – February 2022

- Managed the program's budget using institutional software including Peoplesoft, Miner Mall, and the Project Information Center (PIC) with attention to detail and efficiency.
- Communicated and regularly created partnerships with internal and external stakeholders.
- Supervised hourly student employees and prepared data entry payroll runs via Peoplesoft.
- Maintained a high level of confidentiality involving official institutional records such as Purchase Orders, Requisitions, and Cash Advance request forms.

Intern, El Paso Museum of Art, El Paso, TX.

Nov. 2018—May 2019

- Conducted research on the museum's collections.
- Assisted in surveying public opinion about the galleries to reorganize installations.
- Utilized software such as PastPerfect to manage collections.
- Assisted senior curators in the development of exhibitions.

OTHER EXPERIENCE

Study Abroad Advisor, UTEP

Intern/Social Media Coordinator, The Trost Society

Undergraduate Researcher, COURI

Intern, Texas Historical Commission

El Paso, TX., Feb. 2022—Present

El Paso, TX., Aug. 2016—Present

El Paso, TX., Aug. 2016—May 2017

Austin, TX., Summer 2016



El Paso, TX

300 N. Campbell
El Paso, TX

Legislation Text

File #: 22-197, 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 Joe Molinar, (915) 212-0004

AGENDA LANGUAGE:

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

Deborah Zuloaga to the Greater El Paso Civic, Convention and Tourism Advisory Board by Representative Joe Molinar, District 4.

DATE: 2/7/2022

TO: City Clerk

FROM: City Representative Joe Molinar

ADDRESS: 300 N. Campbell TELEPHONE 915-212-0004

Please place the following item on the (Check one): CONSENT XXX REGULAR _____

Agenda for the Council Meeting of February 15, 2022

Appointment of Deborah Zuloaga to the Greater El Paso Civic, Convention and Tourism

Item should read as follows: Advisory Board by City Representative Joe Molinar.

BOARD COMMITTEE/COMMISSION APPOINTMENT/REAPPOINTMENT FORM

NAME OF BOARD/COMMITTEE/COMMISSION: Greater El Paso Civic, Convention and Tourism Advisory Board

NOMINATED BY: City Representative Joe Molinar DISTRICT: Four

NAME OF APPOINTEE Deborah Zuloaga

(Please verify correct spelling of name)

E-MAIL ADDRESS: _____

BUSINESS ADDRESS: _____

CITY: El Paso ST: TX ZIP: _____ PHONE: _____

HOME ADDRESS: _____

CITY: El Paso ST: TX ZIP: _____ PHONE: _____

DOES THE PROPOSED APPOINTEE HAVE A RELATIVE WORKING FOR THE CITY? YES: _____ NO X

IF SO, PLEASE PROVIDE HIS OR HER NAME, CITY POSITION AND RELATIONSHIP TO THE PROPOSED APPOINTEE:

LIST ALL REAL ESTATE OWNED BY APPOINTEE IN EL PASO COUNTY (BY ADDRESS):

HAS APPOINTEE BEEN A MEMBER OF OTHER CITY BOARDS/COMMISSIONS/COMMITTEES? IF SO, PLEASE PROVIDE NAMES AND DATES:

WHO WAS THE LAST PERSON TO HAVE HELD THIS POSITION BEFORE IT BECAME VACANT?

NAME OF INCUMBENT: Monica Lombraña

EXPIRATION DATE OF INCUMBENT: 6/12/2022

REASON PERSON IS NO LONGER IN OFFICE (CHECK ONE): TERM EXPIRED: _____
RESIGNED X
REMOVED _____

DATE OF APPOINTMENT: 2/15/2022

TERM BEGINS ON : 2/15/2022

EXPIRATION DATE OF NEW APPOINTEE: 6/12/2022

PLEASE CHECK ONE OF THE FOLLOWING: 1st TERM: _____

2nd TERM: _____

UNEXPIRED TERM: X



Deborah A. Zuloaga is a native El Pasoan and graduate of North Texas State University (now University of North Texas). In 2003, Ms. Zuloaga was selected by the Board of Directors of the United Way of El Paso County to serve as the organization's President and Chief Executive Officer.

Ms. Zuloaga previously served as the United Way of El Paso County's Associate Director and Resource Development Director. She was also Executive Director of Girl Scouts of the Rio Grande.

Ms. Zuloaga spent 11 years in Washington, D.C. and her experience included serving as Special Events Coordinator of a Hispanic grassroots presidential campaign effort, VIVA '84; Deputy Associate Director of Presidential Personnel, The White House; and Director, Federal Advisory Committee Office, U.S. Department of Health and Human Services.

Ms. Zuloaga serves on the Texas Prepaid Higher Education Tuition Board and is a member of the Board of Trustees for the Texas Center for Legal Ethics. She is also a member of United Way Worldwide Membership Accountability Committee, City of El Paso Parks and Recreation Advisory Board, and Executive Forum. Ms. Zuloaga is a past Chair of Leadership El Paso and alumni of The Texas Lyceum.

In 2019, El Paso Inc. honored Ms. Zuloaga as one of six Women of Impact and she was the 2021 recipient of Children at Risk's award for Outstanding Child Advocate—West Texas.



El Paso, TX

300 N. Campbell
El Paso, TX

Legislation Text

File #: 22-213, Version: 1

CITY OF EL PASO, TEXAS LEGISTAR AGENDA ITEM SUMMARY FORM

DISTRICT, DEPARTMENT, CONTACT INFORMATION:

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

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

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

AGENDA LANGUAGE:

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

Joe Gudenrath to the Ad Hoc Charter Advisory Committee by Representative Isabel Salcido, District 5.

DATE: February 9, 2022

TO: City Clerk

FROM: City Representative Isabel Salcido

ADDRESS: 300 N. Campbell St. TELEPHONE 915-212-0005

Please place the following item on the (Check one): CONSENT XX REGULAR _____

Agenda for the Council Meeting of February 15, 2022

Item should read as follows: Appointment of Joe Gudenrath to the Ad Hoc Charter Advisory Committee by Representative Isabel Salcido, District 5.

BOARD COMMITTEE/COMMISSION APPOINTMENT/REAPPOINTMENT FORM

NAME OF BOARD/COMMITTEE/COMMISSION: Ad Hoc Charter Advisory Committee

NOMINATED BY: Isabel Salcido DISTRICT: 5

NAME OF APPOINTEE Joe Gudenrath
(Please verify correct spelling of name)

E-MAIL ADDRESS: _____

BUSINESS ADDRESS: _____

CITY: _____ ST: _____ ZIP: _____ PHONE: _____

HOME ADDRESS: _____

CITY: El Paso ST: TX ZIP: _____ PHONE: _____

DOES THE PROPOSED APPOINTEE HAVE A RELATIVE WORKING FOR THE CITY? YES: _____ NO X

IF SO, PLEASE PROVIDE HIS OR HER NAME, CITY POSITION AND RELATIONSHIP TO THE PROPOSED APPOINTEE:
N/A

HAS APPOINTEE BEEN A MEMBER OF OTHER CITY BOARDS/COMMISSIONS/COMMITTEES? IF SO, PLEASE PROVIDE NAMES AND DATES: NO

LIST ALL REAL ESTATE OWNED BY APPOINTEE IN EL PASO COUNTY (BY ADDRESS):

WHO WAS THE LAST PERSON TO HAVE HELD THIS POSITION BEFORE IT BECAME VACANT?

NAME OF INCUMBENT: N/A

EXPIRATION DATE OF INCUMBENT: N/A

REASON PERSON IS NO LONGER IN OFFICE (CHECK ONE): TERM EXPIRED: _____
RESIGNED _____
REMOVED _____

DATE OF APPOINTMENT: 02/15/2022

TERM BEGINS ON : 02/15/2022

EXPIRATION DATE OF NEW APPOINTEE: Commission sunset

PLEASE CHECK ONE OF THE FOLLOWING: 1st TERM: X

2nd TERM: _____

UNEXPIRED TERM: _____

Joe Gudenrath

Work Experience

Executive Director

El Paso Downtown Management District, El Paso, TX 6/2014 – Present

- Responsible for all aspects of the municipal management district including strategic planning, program design and implementation, budget creation and management, grant writing and fundraising, office/employee management, public relations, and administration.
- Supports and facilitates the efforts of a 21-member Board of Directors.
- Oversees a staff of seven FTE, five PTE, and additional seasonal personnel with minimal turnover.
- Engages with community members and builds relationships to fuel organizational and community growth and development.
- Successfully increased revenue and revenue streams, including event revenue, service based revenue, sponsorships, and grants (2020 Brownfields Assessment Grant).
- Responsible for the organization's creation of its Strategic Plan and creation of projects, programs and services to achieve the identified goals and objectives.

Executive Director

Omaha Downtown Improvement District Association, Omaha, NE 5/2009 – 6/2014

- Responsible for all aspects of the non-profit organization including strategic planning, program design and implementation, budget creation and management, grant writing and fundraising, office/employee management, public relations, and administration.
- Established a young and struggling organization into a community, asset, resource and driver of community development and growth.

Chief of Staff/Communications Director/Deputy Communications Director

Office of Mayor Mike Fahey, Omaha, NE 6/2001 – 5/2009

- Provided direct assistance and guidance to the Mayor in a Strong Mayor form of government.
- Led the development and implementation of the Mayor's agenda by working with the various City Departments, the Omaha City Council and the general public.
- Addressed day to day issues as well as long-term projects and issues that impacted local government and overall service delivery including the City's annual budget, capital projects and public safety among others.
- Established, developed and maintained relationships with various levels of government, non-governmental organizations, media, community groups, and individuals.
- Developed professionally throughout my tenure, culminating with directly oversight of 11 City Department Directors and 22 Mayor's Office staff.

Education

Masters of Public Administration, University of Nebraska-Omaha, Omaha, NE

B.A. Political Science, Creighton University, Omaha, NE

Certificate in Economic Development, University of Oklahoma Economic Development Institute
(In Progress – Estimated Completion in 2022)

Community Engagement

El Paso Rotary Club, Vice President of Programming
Progress 321, Member

Recognitions

International Downtown Association Emerging Leader - 2018

Professional References

Contact information will be supplied upon request.

Jamie Gallagher

Secretary and Past President, El Paso Downtown Management District Board of Directors
Sr. Vice President, Franklin Mountain Property Services

Jessica Herrera

Former Director, City of El Paso Economic & International Development Department
Associate, CBRE El Paso

Jon Law

Past President, El Paso Downtown Management District Board of Directors
Chief Strategy Officer, University Medical Center of El Paso

Mike McQueen

Past President (2019-2021), El Paso Downtown Management District Board of Directors
Former Partner & Managing Partner, Kemp Smith Law



Legislation Text

File #: 22-171, Version: 1

CITY OF EL PASO, TEXAS
LEGISTAR AGENDA ITEM SUMMARY FORM

DISTRICT, DEPARTMENT, CONTACT INFORMATION:

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

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

All Districts

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

AGENDA LANGUAGE:

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

That the tax refunds listed on the attachment posted with this agenda be approved. This action would allow us to comply with state law which requires approval by the legislative body of refunds of tax overpayments greater than \$2,500.00. (See Attachment A)

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

AGENDA DATE: February 15, 2022

PUBLIC HEARING DATE: N/A

CONTACT PERSON(S) NAME AND PHONE NUMBER: Maria O. Pasillas, (915) 212-1737

DISTRICT(S) AFFECTED: All

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

SUBGOAL: 6.11 Provide efficient and effective services to taxpayers

SUBJECT:

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

That the tax refunds listed on the attachment posted with this agenda be approved. This action would allow us to comply with state law which requires approval by the legislative body of refunds of tax overpayments greater than \$2,500.00. (See Attachment A)

BACKGROUND / DISCUSSION:

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

Approve property tax overpayment refunds greater than \$2,500.00, per the Texas Property Tax Code, Sec. 31.11 – Refunds of Overpayments or Erroneous Payments.

PRIOR COUNCIL ACTION:

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

Council has considered this previously on a routine basis.

AMOUNT AND SOURCE OF FUNDING:

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

HAVE ALL AFFECTED DEPARTMENTS BEEN NOTIFIED? ☒ YES ☐ NO

PRIMARY DEPARTMENT: Tax Office

SECONDARY DEPARTMENT: N/A

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

DEPARTMENT HEAD:

Maia O. Pasillas

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

TAX REFUNDS
February 15, 2022

1. Global Tel Link, in the amount of \$9,682.79 made an overpayment on December 28, 2021 of 2021 taxes.
(Geo. # 1240-999-1213-7234)
2. Anita Sotelo, in the amount of \$2,804.47 made an overpayment on January 12, 2022 of 2021 taxes.
(Geo. # C741-999-0290-6700)
3. Luis Tavera, in the amount of \$2,718.69 made an overpayment on January 19, 2022 of 2021 taxes.
(Geo. # E222-999-1530-2600)
4. Deborah Peterson, in the amount of \$5,073.44 made an overpayment on January 30, 2022 of 2021 taxes.
(Geo. # P358-999-0020-6500)
5. Gina Marie Ruiz, in the amount of \$3,736.28 made an overpayment on December 23, 2021 of 2021 taxes.
(Geo. # S816-999-0120-6700)
6. Poe Toyota, in the amount of \$12,636.14 made an overpayment on January 11, 2022 of 2021 taxes.
(Geo. # X266-999-S00A-1300)
7. Corelogic, in the amount of \$3,866.36 made an overpayment on December 20, 2021 of 2021 taxes.
(Geo. # V893-999-5490-3500)

Laura D. Prine
City Clerk



Maria O. Pasillas, RTA
Tax Assessor Collector



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 www.elpasotexas.gov/tax-office

TAX OFFICE
RECEIVED

JAN 24 2022

GLOBAL TEL LINK CORP
3120 FAIRVIEW PARK DR STE 300
FALLS CHURCH, VA 22042-4571

Geo No. 1240-999-1213-7234	Prop ID 632136
Legal Description of the Property LEASED MACH IN TDC 34 @ 601 OVERLAND	
MISC FILE NO. 34 AVE	
OWNER: GLOBAL TEL LINK CORP	

2021 OVERAGE AMOUNT \$9,682.79 ✓

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

Dear Taxpayer:

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

APPLICATION FOR PROPERTY TAX REFUND:

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

Step 1. Identify the refund recipient. Show information for whomever will be receiving the refund.	Who should the refund be issued to:			
	Name: Global Tel Link			
	Address: 900 Western America Cir, Ste. 300 ✓			
	City, State, Zip: Mobile, AL 36609			
	Daytime Phone No.: 251-338-8875		E-Mail Address: jgates@gtl.net	
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
		57341	12/28/21	\$9682.79
	TOTAL AMOUNT PAID (sum of the above amounts)			9682.79
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	
	JMC 1/31/22 Julie Gates		Julie Gates 1/18/22 ✓	
TAX OFFICE USE ONLY:	<input checked="" type="checkbox"/> Approved	<input type="checkbox"/> Denied	By: NHL	Date: 1-29-22 ✓

Notes

Go To :

LUZR
ACT80122 v1.90

01/31/2022 11:55:39
ACTEP

DEPOSIT Remittance Detail

Summary Query

Summary

Deposit No.		Account No.		Remit Seq No.		Check No.		Payment Amount		Payment Agreement No.	
T12282100003		124099912137234									
Check/Receipt Images	Deposit No.	Receipt Date	Remit Seq No.	Check No.	Payment Type	Payment Amount	Applied Amount	Transaction Type	Account No.	Payer	
	RC220129	12/28/2021	48749862	57341	CH	\$9,682.79	\$9,682.79	TR	124099912137234	30777475-GLOBAL TEL LI	
	RC220129	12/28/2021	48749862	57341	CH	\$9,682.79	\$9,682.79	TR	124099912137234	GLOBAL TEL LINK CORP	
*	T12282100003	12/28/2021	48749862	57341	CH	\$9,682.79	\$9,682.79	LG	124099912137234	GLOBAL TEL LINK CORP	
*	T12142100004	12/14/2021	48494026	56884	CH	\$9,682.79	\$9,682.79	PA	124099912137234	GLOBAL TEL LINK CORP	
	A12142075	12/14/2020	45258828	442764	CH	\$6,053.99	\$6,053.99	PA	124099912137234	GLOBAL TEL LINK CORP	
	T11181900005	11/18/2019	41927433	27695	CH	\$124.73	\$124.73	PA	124099912137234	GLOBAL TEL LINK CORP	
	A11301875	11/30/2018	39086283	414885	CH	\$121.46	\$121.46	PA	124099912137234	GLOBAL TEL LINK CORP	
	A11211782	11/21/2017	36045118	401774	CH	\$120.10	\$120.10	PA	124099912137234	GLOBAL TEL LINK CORP	
	A03061777	03/06/2017	35023430	392856	CH	\$286.55	\$286.55	PA	124099912137234	GLOBAL TEL LINK CORP	
*	X1125151004	11/25/2015	30019604	74065	CH	\$404.97	\$404.97	PA	124099912137234	GLOBAL TEL LINK CORP	
*	X1110141014	11/10/2014	26873774	53451	CH	\$599.66	\$599.66	PA	124099912137234	GLOBAL TEL LINK CORP	
*	X1120131000	11/20/2013	24146152	34228	CH	\$762.82	\$762.82	PA	124099912137234	GLOBAL TEL LINK CORP	

Applied Total \$28,644.47



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 www.elpasotexas.gov/tax-office

TAX OFFICE
RECEIVED

JAN 25 2022

SOTELO ANITA
8911 MERCURY ST
EL PASO, TX 79904

Geo No. C741-999-0290-6700	Prop ID 321151
Legal Description of the Property 29 COLONIA VERDE LOT 34 5409 PRINCE EDWARD AVE	
OWNER: SOTELO ANITA	

2021 OVERAGE AMOUNT \$2,804.47

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

Dear Taxpayer:

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

APPLICATION FOR PROPERTY TAX REFUND:

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

Step 1. Identify the refund recipient. Show information for whomever will be receiving the refund.	Who should the refund be issued to:			
	Name: Anita Sotelo Address: 8911 Mercury St. City, State, Zip: EL PASO, TEXAS 79904 Daytime Phone No.: 915-541-5618			
Step 2. Provide payment information. Please attach copy of cancelled check, original receipt, online payment confirmation or bank/credit card statement.	E-Mail Address: soteloan@hotmail.com		Payment made by:	
	Check No. 2038		Date Paid 1/12/22	
Step 3. Provide reason for this refund. Please list any accounts and/or years that you intended to pay with this overage.	Amount Paid \$2804.47			
	TOTAL AMOUNT PAID (sum of the above amounts)			
Step 4. Sign the form. Unsigned applications cannot be processed.	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):			
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)		
Anita Sotelo 1/27/22		PRINTED NAME & DATE Anita Sotelo 1/20/2022		
TAX OFFICE USE ONLY: <input checked="" type="checkbox"/> Approved <input type="checkbox"/> Denied By: NH Date: 1-27-22				

Notes

Go To :

LUZR
ACT80122 v1.90

01/27/2022 13:34:14
ACTEP

DEPOSIT Remittance Detail

Summary Query

Summary

Deposit No.		Account No.		Remit Seq No.		Check No.		Payment Amount		Payment Agreement No.	
O011222247		C74199902906700									
Check/Receipt Images	Receipt	Remit	Check	Payment	Payment	Applied	Transaction	Account	Payer		
	Deposit No.	Date	Seq No.	No.	Type	Amount	Type	No.			
	IP011422	01/12/2022	49209885	CC004130692	CR	\$2,804.47	\$2,804.47	PA	C74199902906700	30561069-ANITA SOTELO	
	O011222247	01/12/2022	49280829	2038	CH	\$2,804.47	\$2,804.47	LG	C74199902906700	30592095-SOTELO ANITA	
	RC220127	01/12/2022	49280829	2038	CH	\$2,804.47	\$2,804.47	TR	C74199902906700	SOTELO ANITA	
	RC220127	01/12/2022	49280829	2038	CH	\$2,804.47	\$2,804.47	TR	C74199902906700	30592095-SOTELO ANITA	
	M20800000001	12/15/2020	45278757	201214123540	EF	\$241,485,823.54	\$1,932.30	PA	C74199902906700	800000-CORELOGIC	
	M19800000001	12/16/2019	42270898	191213175283	EF	\$220,479,351.04	\$1,902.17	PA	C74199902906700	800000-CORELOGIC	
	M18A27000001	01/11/2019	39900069	19011142806	EF	\$52,495,880.15	\$1,767.73	PA	C74199902906700	2700-LERETA LLC	
	M17A27000001	01/19/2018	37082684	60161371	CH	\$235,245.05	\$1,801.02	PA	C74199902906700	2700-LERETA LLC	
	M16800000001	12/21/2016	33448420	151219150695	EF	\$213,062,589.29	\$1,850.35	PA	C74199902906700	800000-CORELOGIC	
	M15800000001	12/31/2015	30589755	151231121119	EF	\$199,122,808.45	\$1,820.92	PA	C74199902906700	800000-CORELOGIC	
	M14800000001	12/24/2014	27452431	141224101136	EF	\$200,035,948.32	\$1,823.14	PA	C74199902906700	800000-CORELOGIC	
	M1315000001	11/29/2013	24233577	0006346705	CH	\$29,585,871.84	\$1,789.14	PA	C74199902906700	1500-BAC TAX SERVICE INC	
Applied Total						\$36,464.46					



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 www.elpasotexas.gov/tax-office

TAX OFFICE
RECEIVED
JAN 25 2022

LUIS TAVERA
9808 FUCHSIA CT
EL PASO, TX 79925

Geo No. E222-999-1530-2600	Prop ID 187620
Legal Description of the Property 153 EASTWOOD HEIGHTS #A LOT 6 (9266.25 SQ FT) 9808 FUCHSIA CT 79925	
OWNER: TACERA LUIS (LE) & TAVERA MARIA & I	

2021 OVERAGE AMOUNT \$2,718.69 ✓

1: CITY OF EL PASO, 5: YSLETA ISD, 6: COUNTY OF EL PASO, 7: EL PASO COMMUNITY COLLEGE, 8: UNIVERSITY MEDICAL CENTER OF EL PASO

Dear Taxpayer:

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

APPLICATION FOR PROPERTY TAX REFUND:

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

Step 1. Identify the refund recipient.

Show information for whomever will be receiving the refund.

Who should the refund be issued to:

Name: Luis Tavera

Address: 9808 Fuchisia Ct

City, State, Zip: EL PASO, Texas 79925 ✓

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

Echeck

416 4682

1/19/22

2718.69

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:

☐ I paid this account in error and I am entitled to the refund.

☒ I overpaid this account. Please refund the excess to the address listed in Step 1. ✓

☐ I want this payment applied to next year's taxes.

☐ 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

Luis Tavera

Luis Tavera 1/22/2022 ✓

TAX OFFICE USE ONLY:

☒ Approved

☐ Denied

By: NH

Date: 1-27-22

Notes

Go To :

LUZR
ACT80122 v1.90

01/27/2022 13:34:14
ACTEP

DEPOSIT Remittance Detail

Summary Query

Summary

Deposit No.	Account No.	Remit Seq No.	Check No.	Payment Amount	Payment Agreement No.
EC011922	E22299915302600				

Check/Receipt Images	Deposit No	Receipt Date	Remit Seq No.	Check No	Payment Type	Payment Amount	Applied Amount	Transaction Type	Account No	Payer
	EC011922	01/19/2022	49366190	CC004164682	EC	\$2,718.69	\$2,718.69	LG	E22299915302600	30626799-TAVERA LUIS
	EC011922	01/19/2022	49366182	CC004164617	EC	\$2,718.69	\$2,718.69	PA	E22299915302600	30626791-LUIS TAVERA
	EC01112198	01/09/2021	45896504	CC003392134	EC	\$3,004.73	\$3,004.73	PA	E22299915302600	29115758-LUIS TAVERA
	O010320221	01/03/2020	42747088	1024	CH	\$2,942.96	\$2,942.96	PA	E22299915302600	27885564-TAVERA LUIS &
	EC01221998	01/20/2019	40084158	CC002287374	EC	\$2,917.76	\$2,917.76	PA	E22299915302600	26963529-LUIS TAVERA
	EC01021868	12/29/2017	36686034	CC001804780	EC	\$2,648.71	\$2,648.71	PA	E22299915302600	25931106-LUIS TAVERA
	O010516228	01/05/2017	34151234	833	CH	\$2,586.01	\$2,586.01	PA	E22299915302600	25154337-LUIS TAVERA
	EC01051698	01/04/2016	30713497	CC001160337	EC	\$2,466.88	\$2,466.88	PA	E22299915302600	24247228-LUIS TAVERA
	EC01211568	01/20/2015	28091257	CC000931139	CH	\$2,566.57	\$2,566.57	PA	E22299915302600	23588306-LUIS TAVERA
	EC01061468	01/04/2014	24837344	CC000721574	CH	\$2,512.89	\$2,512.89	PA	E22299915302600	22862097-LUIS TAVERA
	EC01071315	01/03/2013	22201560	CC000565863	CH	\$2,409.78	\$2,409.78	PA	E22299915302600	22212444-LUIS TAVERA
	A12201154	12/20/2011	19409470	387	CH	\$2,444.42	\$2,444.42	PA	E22299915302600	TAVERA LUIS & MARTHA
Applied Total						\$57,677.28				

OP4 2500

CITY TAX
OFFICEFEB 02 2022
N.H.

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

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: Deborah Peterson		Phone: HOME: 9155651194 WORK:		Property ID# (One application per account) 89429 P358-999-0020-6500	
Address (mail refund to): 3111 copper ave el paso tx 79930		Property Address: And/or Legal Description: 3128 stone edge rd el paso tx 79904			
Tax year requested:	Date payment made:	Check No. & Date, if known:		Amount of taxes paid:	Amount of refund requested:
1. 2021	1 30 2021	1 30 2021		5073.44	5073.44
2.					
3.					
TOTAL AMOUNT (sum of the above amounts)				5073.44	5073.44

(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 & to-payee name must appear)

REASON FOR OVERPAYMENT: property 89429 owner kathe woolery was scheduled for quarterly payments and first payment has cleared 1-28 2021 I accidentally paid full tax amt due 5073.44 on 89429 again while paying multiple property taxes on my properties deborah peterson paid 1-30-2021 cleared feb 1 2022

need refund for full over payment of 89429 woolery for 5073.44 that was paid thru deborah peterson checking account in error paid thru first light fed credit union id 7746000749 091000010341016 2 1 2022 5073.44

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

deborah peterson

Requestor signature:

Date: feb 1 2022

deborah peterson

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; (5ec 37.16 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:

2-5-22

Date:

(Placed on City Council Agenda over \$2,500)

- () DISAPPROVED () Returned to sender () See below/attached
- () Required documentation (Tax receipt, Canceled Check, Bank Statement, or Other) not submitted.
- () Record of overpayment not found on this property.
- () Property not found as identified, resubmit after correction.
- () Other: _____

Notes

Go To

LUZR
ACT80122 v1.90

02/05/2022 14:24:42
ACTEP

DEPOSIT Remittance Detail

Summary Query

Summary

Deposit No.		Account No.		Remit Seq No.		Check No.		Payment Amount		Payment Agreement No.	
EC013122		P35899900206500									
Check/Receipt Images	Deposit No.	Receipt Date	Remit Seq No.	Check No.	Payment Type	Payment Amount	Applied Amount	Transaction Type	Account No.	Payer	
	EC013122	01/30/2022	49839365	CC004279493	EC	\$5,073.44	\$5,073.44	PA	P35899900206500	30849441-DEBORAH PET	
	R030222167	01/30/2022	49839365	CC004279493	EC	\$0.00	\$1,268.33	TR	P35899900206500	30849441-DEBORAH PET	
	R030222167	01/30/2022	49839365	CC004279493	EC	\$0.00	\$1,268.33	TR	P35899900206500	30849441-DEBORAH PET	
	R030222167	01/30/2022	49839365	CC004279493	EC	\$0.00	\$1,267.74	TR	P35899900206500	30849441-DEBORAH PET	
	R030222167	01/30/2022	49839365	CC004279493	EC	\$0.00	\$1,268.37	TR	P35899900206500	30849441-DEBORAH PET	
	R030222167	01/30/2022	49839365	CC004279493	EC	\$0.00	\$1,268.37	TR	P35899900206500	30849441-DEBORAH PET	
	R030222167	01/30/2022	49839365	CC004279493	EC	\$0.00	\$1,267.74	TR	P35899900206500	30849441-DEBORAH PET	
	RC220205	01/30/2022	49839365	CC004279493	EC	\$5,073.44	\$5,073.44	TR	P35899900206500	30849441-DEBORAH PET	
	RC220205	01/30/2022	49839365	CC004279493	EC	\$5,073.44	\$5,073.44	TR	P35899900206500	30960911-PETERSON DE	
	EC012822	01/28/2022	49740740	CC004248282	EC	\$1,269.00	\$1,269.00	PA	P35899900206500	30791059-KATHE K WOO	
	EC01292198	01/29/2021	46560688	CC003534981	EC	\$4,792.11	\$4,792.11	PA	P35899900206500	29367390-KATHE WOOLE	
	EC01302098	01/29/2020	43427322	CC002841569	EC	\$4,794.51	\$4,794.51	PA	P35899900206500	28099582-KATHE K WOO	
Applied Total						\$94,266.00					



936-0570831784

TAX OFFICE
RECEIVED

JAN 24 2022

MARIA O. PASILLAS, RTA
CITY OF EL PASO TAX ASSESSOR COLLECTOR
221 N. KANSAS, STE 300
EL PASO, TX 79901

PH: (915) 212-0106 FAX: (915) 212-0107 www.elpasotexas.gov/tax-office

WELLS FARGO HOME MORTGAGE
1 HOME CAMPUS MAC X2302-040
DES MOINES, IA 50328

Geo No. S816-999-0120-6700	Prop ID 153032
Legal Description of the Property 12 SUN VALLEY #2 LOT 34 10300 SHERWOOD DR 19	
OWNER RUIZ GINA M	

2021 OVERAGE AMOUNT \$3,736.28

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

Dear Taxpayer:

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

Address: 10300 SHERWOOD DR

City, State, Zip: EL PASO TX 79924

Daytime Phone No.: 210-812-4155

E-Mail Address: barbara.kincaid@wellsfargo.com

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

Wells Fargo Home Mortgage

9031917593

12/14/2022

\$3736.28

TOTAL AMOUNT PAID (sum of the above amounts)

\$3736.28

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:

I paid this account in error and I am entitled to the refund.

X I overpaid this account. Please refund the excess to the address listed in Step 1.

I want this payment applied to next year's taxes.

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 1/24/2022

Barbara Kincaid, on behalf of Wells Fargo Home Mortgage

TAX OFFICE USE ONLY:

☒ Approved☐ Denied

By:

N.H

Date:

1-27-22

Notes

Go To :

LUZR
ACT80122 v1.90

01/27/2022 13:34:14
ACTEP

DEPOSIT Remittance Detail

Summary Query

Summary

Deposit No. Account No. Remit Seq No. Check No. Payment Amount Payment Agreement No.
M2130000001 S81699901206700

Check/Receipt Images	Deposit No	Receipt Date	Remit Seq No.	Check No.	Payment Type	Payment Amount	Applied Amount	Transaction Type	Account No	Payer
	M2130000001	12/23/2021	48645719	0004622923	CH	\$53,429,979.82	\$3,736.28	LG	S81699901206700	3000-WELLS FARGO HOI
	RC220126	12/23/2021	48645719	0004622923	CH	\$3,736.28	\$3,736.28	TR	S81699901206700	3000-WELLS FARGO HOI
	RC220126	12/23/2021	48645719	0004622923	CH	\$3,736.28	\$3,736.28	TR	S81699901206700	30716474-RUIZ GINA MAF
	RD3879682	11/19/2021	44826866	0000240104	CH	\$270.69	\$270.69	RD	S81699901206700	CONTRERAS GROUP LLC
	RD3693371	02/12/2021	45415859	0000232437	CH	\$3,196.10	\$3,196.10	RD	S81699901206700	28455062-WELLS FARGC
	A12222065	12/22/2020	45415859	9028918271	CH	\$137,749.97	\$3,196.10	LG	S81699901206700	23844107-WELLS FARGC
	R030221767	12/22/2020	45415859	9028918271	CH	\$0.00	\$3,196.10	TR	S81699901206700	28455062-WELLS FARGC
	R030221767	12/22/2020	45415859	9028918271	CH	\$0.00	\$3,196.10	TR	S81699901206700	28455062-WELLS FARGC
	RC210209	12/22/2020	45415859	9028918271	CH	\$3,196.10	\$3,196.10	TR	S81699901206700	28455062-WELLS FARGC
	RC210209	12/22/2020	45415859	9028918271	CH	\$3,196.10	\$3,196.10	TR	S81699901206700	23844107-WELLS FARGC
	A11102065	11/10/2020	44827672	176341	CH	\$362.48	\$362.48	PA	S81699901206700	26410994-INDEPENDENC
	A11102065	11/10/2020	44826866	176339	CH	\$3,196.10	\$3,196.10	PA	S81699901206700	26410994-INDEPENDENC

Applied Total \$35,987.41



MARIA O. PASILLAS, RTA
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PH: (915) 212-0106 FAX: (915) 212-0107 www.elpasotexas.gov/tax-office

TAX OFFICE
RECEIVED
JAN 27 2022

DICK POE FAMILY LTD PARTNERSHI
6501 MONTANA AVE
EL PASO, TX 79925

Geo No. X266-999-S00A-1300	Prop ID 19616
Legal Description of the Property S A & M G RR SURV 266 ABST 8716 TR3-B (5.244S AC) & TR4 (4.6854 AC) OF WH LENOX SUR 432 & 8 TO 11 OF 1 EL PASO WEST #2 RPLA (16.531 AC)	
6150 N DESERT BLVD	
OWNER: DICK POE FAMILY LTD PARTNERSHIP	

2021 OVERAGE AMOUNT \$12,636.14

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

Dear Taxpayer:

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

APPLICATION FOR PROPERTY TAX REFUND:

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

Step 1. Identify the refund recipient. Show information for whomever will be receiving the refund.	Who should the refund be issued to:			
	Name: Poe Toyota			
	Address: 6330 Montana Ave			
	City, State, Zip: El Paso, TX 79925			
	Daytime Phone No.: 915 775 9024		E-Mail Address: paloma@poe-toyota.com	
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
		5606	1/11/22	\$96,877.09
	TOTAL AMOUNT PAID (sum of the above amounts)			\$96,877.09
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	
	[Signature]		Paloma Guardiola 1-24-22	
TAX OFFICE USE ONLY:	<input checked="" type="checkbox"/> Approved	<input type="checkbox"/> Denied	By: N.H.	Date: 1-29-22

Notes

Go To :

LUZR
ACT80122 v1.90

01/29/2022 11:31:13
ACTEP

DEPOSIT Remittance Detail

Summary Query

Summary

Deposit No. Account No. Remit Seq No. Check No. Payment Amount Payment Agreement No.
O011122254 X266999S00A1300

Check/Receipt Images	Deposit No.	Receipt Date	Remit Seq No.	Check No.	Payment Type	Payment Amount	Applied Amount	Transaction Type	Account No.	Payer
	O011122254	01/11/2022	49273922	5606	CH	\$96,877.09	\$84,240.95	PA	X266999S00A1300	30590211-DICK POE FAM
	O011122254	01/11/2022	49273922	5606	CH	\$96,877.09	\$12,636.14	LG	X266999S00A1300	30590211-DICK POE FAM
	RC220129	01/11/2022	49273922	5606	CH	\$12,636.14	\$12,636.14	TR	X266999S00A1300	26389866-POE TOYOTA
	RC220129	01/11/2022	49273922	5606	CH	\$12,636.14	\$12,636.14	TR	X266999S00A1300	30590211-DICK POE FAM
	O011121218	01/11/2021	45977644	219269	CH	\$88,062.46	\$88,062.46	PA	X266999S00A1300	29144891-DICK POE FAM
*	T12021900004	12/02/2019	42077007	13172	CH	\$86,689.11	\$86,689.11	PA	X266999S00A1300	DICK POE FAMILY LTD P
*	T01071900003	01/07/2019	39784961	08149	CH	\$84,427.23	\$84,427.23	PA	X266999S00A1300	DICK POE FAMILY LTD P
*	T02021840004	01/31/2018	37681055	02915	CH	\$83,477.88	\$83,477.88	PA	X266999S00A1300	DICK POE FAMILY LTD P
*	X0131171022	01/31/2017	34557343	01176	CH	\$79,444.80	\$79,444.80	PA	X266999S00A1300	DICK POE FAMILY LTD P
*	X0128161021	01/28/2016	31374095	01113	CH	\$78,181.15	\$78,181.15	PA	X266999S00A1300	DICK POE FAMILY LTD P
	TA150331	01/23/2015	28167212		CH	\$0.00	\$0.00	TA	X266999S00A1300	DICK POE FAMILY LTD P
*	X0123151003	01/23/2015	28167212	01025	CH	\$77,176.21	\$77,176.21	PA	X266999S00A1300	DICK POE FAMILY LTD P

Applied Total \$1,156,408.33

FEB 07 2022



MARIA O. PASILLAS, RTA
CITY OF EL PASO TAX ASSESSOR COLLECTOR
221 N. KANSAS, STE 300
EL PASO, TX 79901

PH: (915) 212-0106 FAX: (915) 212-0107 www.elpasotexas.gov/tax-office

CORELOGIC
PO BOX 9205
COPPELL, TX 75019-9214

OP
+2500

Geo No. V893-999-5490-3500	Prop ID 44821
Legal Description of the Property 549 VISTA DEL SOL #149 LOT 35 (6994.44 SQ FT) 1428 CHATO VILLA DR OWNER: SALCIDO SILVIA M	

2021 OVERAGE AMOUNT \$3,866.36 ✓

1: CITY OF EL PASO, 6: COUNTY OF EL PASO, 7: EL PASO COMMUNITY COLLEGE, 8: UNIVERSITY MEDICAL CENTER OF EL PASO, 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>Cherie Burns</u> CORELOGIC			
	Address: P.O. Box 9205			
	City, State, Zip: Coppel, TX 75019			
Step 2. Provide payment information. Please attach copy of cancelled check, original receipt, online payment confirmation or bank/credit card statement.	Daytime Phone No.: 877-442-2797 X 191201		E-Mail Address: cheburns@corelogic.com	
	Payment made by:	Check No.	Date Paid	Amount Paid
	DMI/CoreLogic	Wire	12/20/2021	\$3,866.36
	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) <u>Cherie Burns</u>		PRINTED NAME & DATE Cherie Burns 2/7/2022	
	TAX OFFICE USE ONLY: <input checked="" type="checkbox"/> Approved <input type="checkbox"/> Denied		By: <u>NH</u> Date: <u>2-7-22</u>	

Notes

Go To:

LUZR
ACT80122 v1.90

02/07/2022 11:01:25
ACTEP

DEPOSIT Remittance Detail

Summary Query

Summary

Deposit No.	Account No.	Remit Seq No.	Check No.	Payment Amount	Payment Agreement No.
R030222367	V89399954903500				

Check/Receipt Images	Deposit No	Receipt Date	Remit Seq No.	Check No.	Payment Type	Payment Amount	Applied Amount	Transaction Type	Account No.	Payer
	M21800000001	12/20/2021	48571144	RG2112172054	EF	\$274,189,766.61	\$3,866.36	PA	V89399954903500	800000-CORELOGIC
	R030222367	12/20/2021	48571144	RG2112172054	EF	\$0.00	\$3,866.36	LG	V89399954903500	800000-CORELOGIC
	R030222367	12/20/2021	48571144	RG2112172054	EF	\$0.00	\$3,866.36	TR	V89399954903500	800000-CORELOGIC
	M20800000001	12/15/2020	45278757	201214123540	EF	\$241,485,823.54	\$3,590.47	PA	V89399954903500	800000-CORELOGIC
	M19800000001	12/16/2019	42270898	191213175283	EF	\$220,479,351.04	\$3,618.24	PA	V89399954903500	800000-CORELOGIC
	M18800000001	12/14/2018	39295991	181213099087	EF	\$198,523,744.87	\$3,486.13	PA	V89399954903500	800000-CORELOGIC
	M17RE1800001	12/18/2017	36356004	171215192214	EF	\$232,569,225.62	\$3,029.41	PA	V89399954903500	800000-CORELOGIC
	M16800000001	12/21/2016	33448420	161219150695	EF	\$213,062,589.29	\$2,952.29	PA	V89399954903500	800000-CORELOGIC
	M15800000001	12/31/2015	30589755	151231121119	EF	\$199,122,808.45	\$2,901.54	PA	V89399954903500	800000-CORELOGIC
	M14800000001	12/24/2014	27452431	141224101136	EF	\$200,035,948.32	\$3,144.41	PA	V89399954903500	800000-CORELOGIC
	M13800000001	12/30/2013	24637732	62075007	CH	\$133,990,884.95	\$3,084.10	PA	V89399954903500	800000-CORELOGIC
	M12800000001	12/17/2012	21840980	122059711	CH	\$137,358,358.38	\$2,985.65	PA	V89399954903500	800000-CORELOGIC

Applied Total \$52,685.91



El Paso, TX

300 N. Campbell
El Paso, TX

Legislation Text

File #: 22-206, Version: 1

CITY OF EL PASO, TEXAS LEGISTAR AGENDA ITEM SUMMARY FORM

DISTRICT, DEPARTMENT, CONTACT INFORMATION:

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

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

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

AGENDA LANGUAGE:

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

Accept the donation of \$3,087.56 from the County of El Paso for a holiday and community engagement event that was hosted in District 3.



El Paso, TX

300 N. Campbell
El Paso, TX

Legislation Text

File #: 22-211, Version: 1

CITY OF EL PASO, TEXAS LEGISTAR AGENDA ITEM SUMMARY FORM

DISTRICT, DEPARTMENT, CONTACT INFORMATION:

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

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

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

AGENDA LANGUAGE:

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

For notation pursuant to Section 2.92.080 of the City Code, receipt of campaign contribution by Representative Isabel Salcido in the amount of \$2,500.00 from Gayle G. Hunt and Woody L. Hunt.



Legislation Text

File #: 22-191, 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, Lilia A. Worrell, (915) 212-5822

Purchasing and Strategic Sourcing, Claudia A. Garcia, (915) 212-1218

AGENDA LANGUAGE:

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

This linkage to Strategic Plan is subsection 2.7 - Maximize Municipal Court efficiency and enhance customer experience.

Request that the Director of Purchasing & Strategic Sourcing be authorized to issue a purchase order to Justice Systems, Inc. referencing Contract 2013-211R Municipal Court Software Rebid. This change order is to increase the contract by \$60,475.50 for a total amount not to exceed \$2,677,355.50. The change order will cover the expenses for maintenance and support for the Full Court Enterprise (FCE) operating system for 6 months.

Contract Variance:

No contract variance

Department:	Municipal Court
Award to:	Justice Systems, Inc. Albuquerque, NM
Total Estimated Amount:	\$60,475.50
Account No.:	111-521080-2535-11030-PMC00010
Funding Source	Municipal Court Restricted Technology Fund
District(s):	All

This is a Request for Proposal, services contract.

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

AGENDA DATE: February 15, 2022

PUBLIC HEARING DATE: N/A

CONTACT PERSON(S) NAME AND PHONE NUMBER:

Lilia Worrell, Director of El Paso Municipal Court, (915) 212-5822

Claudia A. Garcia, Interim Director of Purchasing & Strategic Sourcing, (915) 212-1281

DISTRICT(S) AFFECTED: All

STRATEGIC GOAL: No. 2 – Set the Standard for a Safe and Secure City

SUBGOAL: 2.7 – Maximize Municipal Court efficiency and enhance customer experience.

SUBJECT:

Request that the Director of Purchasing & Strategic Sourcing be authorized to issue a purchase order to Justice Systems, Inc. referencing Contract 2013-211R Municipal Court Software Rebid. This change order is to increase the contract by \$60,475.50 for a total amount not to exceed \$2,677,355.50. The change order will cover the expenses for maintenance and support for the Full Court Enterprise (FCE) operating system for 6 months.

BACKGROUND / DISCUSSION:

The change is to continue maintenance and support for the Full Court Enterprise System from January 7, 2022 to July 6, 2022, on a month to month basis.

SELECTION SUMMARY:

N/A

CONTRACT VARIANCE:

No contract variance

PROTEST

No protest received for this requirement.

PRIOR COUNCIL ACTION:

On October 27, 2020 City Council approved Motion to increase contract by \$85,685.00

On April 5, 2016 City Council approved Resolution authorizing City Manager to sign a full court enterprise amendment 2 to contract 2013-211R for a total additional cost of \$76,805.00.

On May 12, 2015 City Council Approved Resolution Authorizing City Manager to sign a full court enterprise amendment 1 to contract 2013-211R for \$206,415.00.

On March 25, 2014 City Council approved the award of contract 2013-211R to Justice Systems, Inc. for twenty (24) months of implementation and five (5) years, for a total amount of \$2,231,175.00.

AMOUNT AND SOURCE OF FUNDING:

Amount: \$60,475.50

Funding Source: Municipal Court Restricted Technology Fund

Account: 521080-111-2535-11030-P1138-PMC00010

HAVE ALL AFFECTED DEPARTMENTS BEEN NOTIFIED? X YES ___ NO

PRIMARY DEPARTMENT: The Municipal Court
SECONDARY DEPARTMENT: Purchasing & Strategic Sourcing

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

DEPARTMENT HEAD:

Lilia Worrell on behalf of

Lilia Worrell - Director of El Paso Municipal Court

**COUNCIL PROJECT FORM
(CHANGE ORDER)**

*******POSTING LANGUAGE BELOW*******

Please place the following item on the **CONSENT** agenda (under **PURCHASING REQUESTS, ETC.**) for the Council Meeting of **FEBRUARY 15, 2022**.

STRATEGIC GOAL: No 2: Set the Standard for a Safe and Secure City

This linkage to Strategic Plan is subsection 2.7 – Maximize Municipal Court efficiency and enhance customer experience.

Request that the Director of Purchasing & Strategic Sourcing be authorized to issue a purchase order to Justice Systems, Inc. referencing Contract 2013-211R Municipal Court Software Rebid. This change order is to increase the contract by \$60,475.50 for a total amount not to exceed \$2,677,355.50. The change order will cover the expenses for maintenance and support for the Full Court Enterprise (FCE) operating system for 6 months.

Contract Variance:
No contract variance

Department:	Municipal Court
Award to:	Justice Systems, Inc. Albuquerque, NM
Total Estimated Amount:	\$60,475.50
Account No.:	111-521080-2535-11030-PMC00010
Funding Source	Municipal Court Restricted Technology Fund
District(s):	All

This is a Request for Proposal, services contract.

*******ADDITIONAL INFO BELOW*******



Legislation Text

File #: 22-181, 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

Public Health, Angela Mora, (915) 212-6564

Purchasing and Strategic Sourcing, Claudia A. Garcia, (915) 212-1218

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

Award Summary:

The award of Solicitation 2021-0885R Electronic Medical Records (EMR) System to CureMD.com, Inc., for a three (3) year initial term estimated amount of \$150,958.00. The award also includes a two (2) year option for an estimated amount of \$84,984.00. The total value of the contract is, including the initial term plus the option for a total of five (5) years, for an estimated amount of \$235,942.00. This contract will provide an EMR system from which care coordination efforts can be maximized, sustainability efforts can be accomplished, and quality improvement efforts can be driven for the care of City of El Paso residents.

Contract Variance:

The difference in cost, based on the comparison from previous contract is as follows: A decrease of \$181,421.60, which represents a 79.36% decrease for the same services.

Department:	Public Health
Award to:	CureMD.com, Inc. New York, NY
Item(s):	All
Initial Term:	Three (3) years
Option to Extend:	Two (2) years
Annual Estimated Amount:	\$ 65,974.00 Year 1 \$ 42,492.00 Years 2 - 5
Initial Term Estimated Amount:	\$150,958.00 (3 years)
Option to Extend Amount:	\$ 84,984.00 (2 years)
Total Estimated Award:	\$235,942.00 (5 years)
Funding Source:	General Funds and Public Health Grants

Accounts:	341-522020-1000-41170
	341-522020-2140-41262-G412245
District(s):	All

This is a Request for Proposals (RFP), requirements contract.

The Purchasing & Strategic Sourcing and Public Health Departments recommend award as indicated to CureMD.com, Inc., the highest ranked proposer based on evaluation factors established for this procurement. In accordance with this award the City Manager or designee is authorized to exercise future options if needed.

Additionally, it is requested that the City Attorney's Office review and that the City Manager 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**

AGENDA DATE: February 15, 2022

PUBLIC HEARING DATE: Not Applicable

CONTACT PERSON(S) NAME AND PHONE NUMBER:

Angela Mora, Public Health Director, (915) 212-6564

Claudia A. Garcia, Interim Director of Purchasing & Strategic Sourcing, (915) 212-1218

DISTRICT(S) AFFECTED: ALL

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

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

SUBJECT:

The award of solicitation 2021-0885R Electronic Medical Records (EMR) System to CureMD.com, Inc., for a three (3) year initial term estimated amount of \$150,958.00. The award also includes a two (2) year option for an estimated amount of \$84,984.00. The total value of the contract is, including the initial term plus the option for a total of five (5) years, for an estimated amount of \$235,942.00. This contract will provide an EMR system from which care coordination efforts can be maximized, sustainability efforts can be accomplished, and quality improvement efforts can be driven for the care of City of El Paso residents.

BACKGROUND / DISCUSSION:

The selection of CureMD, Inc., will allow the Department of Public Health to continue providing services to all residents. This EMR system built includes electronic medical record, third party billing, clinical application and laboratory modules.

SELECTION SUMMARY:

Solicitation was advertised on April 27, 2021 and May 4, 2021. The solicitation was posted on City website on April 27, 2021. The email (Purmail) notification was sent out on April 29, 2021. There was a total of fifty-four (54) viewers online; eight (8) proposals were received; none being local.

CONTRACT VARIANCE:

The difference in cost, based on the comparison from previous contract is as follows: A decrease of \$181,421.60, which represents a 79.36% decrease for the same services.

PROTEST

No protest received for this requirement.

PRIOR COUNCIL ACTION:

N/A

AMOUNT AND SOURCE OF FUNDING:

Amount: \$150,958.00

Funding Source: General Funds and Public Health Grants

Accounts: 341-522020-1000-41170

341-522020-2140-41262-G412245

HAVE ALL AFFECTED DEPARTMENTS BEEN NOTIFIED? _X_ YES ___ NO

PRIMARY DEPARTMENT: Public Health
SECONDARY DEPARTMENT: Purchasing & Strategic Sourcing

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

DEPARTMENT HEAD:

Angela Mora

Angela Mora, Public Health Director

**COUNCIL PROJECT FORM
(RFP)**

*******POSTING LANGUAGE BELOW*******

Please place the following item on the **CONSENT AGENDA** for the Council Meeting of **February 15, 2022**.

STRATEGIC GOAL 8 – Nurture and Promote a Healthy, Sustainable Community

The linkage to the Strategic Plan is subsection 8.1 Deliver prevention, intervention and mobilization services to promote a healthy, productive and safe community.

Award Summary:

The award of solicitation 2021-0885R Electronic Medical Records (EMR) System to CureMD.com, Inc., for a three (3) year initial term estimated amount of \$150,958.00. The award also includes a two (2) year option for an estimated amount of \$84,984.00. The total value of the contract is, including the initial term plus the option for a total of five (5) years, for an estimated amount of \$235,942.00. This contract will provide an EMR system from which care coordination efforts can be maximized, sustainability efforts can be accomplished, and quality improvement efforts can be driven for the care of City of El Paso residents.

Contract Variance:

The difference in cost, based on the comparison from previous contract is as follows: A decrease of \$181,421.60, which represents a 79.36% decrease for the same services.

Department:	Public Health
Award to:	CureMD.com, Inc. New York, NY
Item(s):	All
Initial Term:	Three (3) years
Option to Extend:	Two (2) years
Annual Estimated Amount:	\$ 65,974.00 Year 1 \$ 42,492.00 Years 2 - 5
Initial Term Estimated Amount:	\$150,958.00 (3 years)
Option to Extend Amount:	\$ 84,984.00 (2 years)
Total Estimated Award:	\$235,942.00 (5 years)
Funding Source:	General Funds and Public Health Grants
Accounts:	341-522020-1000-41170 341-522020-2140-41262-G412245
District(s):	All

This is a Request for Proposals (RFP), requirements contract.

The Purchasing & Strategic Sourcing and Public Health Departments recommend award as indicated to CureMD.com, Inc., the highest ranked proposer based on evaluation factors established for this procurement. In accordance with this award the City Manager or designee is authorized to exercise future options if needed.

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

Committee Scoresheet									
CITY OF EL PASO RFP SCORESHEET									
PROJECT: 2021-0885R Electronic Health Records (EMR) System									
Evaluation of Submittal									
		CureMD.com, Inc	Patagonia Health Inc.	Medicalistics, LLC	Custom Data Processing, Inc.	Netsmart Technologies, Inc.	OCHIN, Inc.	EHR Evolution, Inc.	Aithent, Inc.
	MAX POINTS								
Factor A - Offeror's Fee Proposal									
	30	\$ 234,442.00	\$ 477,140.82	\$ 547,771.18	\$ 396,585.00	\$ 767,432.30	\$ 3,015,234.00	\$ 973,356.00	\$ 2,975,480.00
		30.00	14.74	12.84	17.73	9.16	2.33	7.23	2.36
Factor B - Response and Presentation									
	25	21.75	20.25	14.25	16.75	17.50	15.00	16.25	17.00
Factor C - Technical Demonstration									
	20	19.00	15.50	15.00	10.25	11.00	14.25	12.00	9.50
Factor D – Experience with projects similar in scope and size									
	15	16.00	13.00	11.50	12.00	10.75	9.75	13.00	11.50
Factor E - Response of References									
	10	6.67	3.33	10.00	8.00	6.00	10.00	0.00	2.67
TOTAL SCORE	100	93.42	66.82	63.59	64.73	54.41	51.33	48.48	43.03
Rank		1	2	3	4	5	6	7	8



CITY OF EL PASO
REQUEST FOR PROPOSALS TABULATION FORM



Bid Opening Date: June 9, 2021

Solicitation #: 2021-0885R

Project Name: Electronic Medical Records (EMR) System

Department: Public Health

BIDDER'S NAME:	LOCATION:	AMENDMENT(S) ACKNOWLEDGED:
Aithent, Inc.	New York, NY	No
CureMD.com, Inc	New York, NY	No
Custom Data Processing, Inc.	Romeoville, IL	No
EHR Evolution, Inc.	Clifton, VA	Yes
Medicalistics, LLC	Dallas, TX	No
Netsmart Technologies, Inc.	Overland Park, KS	Yes
OCHIN, Inc.	Portland, OR	Yes
Patagonia Health Inc.	Cary, NC	Yes
RFPs SOLICITED: 10 LOCAL RFPs SOLICITED: 0 RFPs RECEIVED: 8 LOCAL RFPs RECEIVED: 0 NO BIDS: 0		

NOTE: The information contained in this RFP tabulation is for information only and does not constitute actual award/execution of contract.

Approved: /s/

Date: 6/16/2021

2021-0885R Electronic Medical Records (EMR) System

BIDDERS LIST – 2021-0885R Electronic Medical Records (EMR) System

ECLINICALWORKS
2 TECHNOLOGY DR
WESTBOROUGH, MA 01581

NEXTGEN
18111 VON KARMAN AVE.
SUITE 800, IRVINE, CA 92612

CERNER
2800 ROCKCREEK PARKWAY, NORTH
KANSAS CITY, MISSOURI 64117

EPIC
1979 MILKY WAY
VERONA, WI 53593

ATHENA
311 ARSENAL
ST. WATERTOWN, MA 02472

IMAGETREND
20855 KENSINGTON BLVD.
LAKEVILLE, MN 550445

EMEDICAL
2150 LAKE IDA RD, SUITE 6
DELRAY BEACH, FL 33445

CHART LOGIC
1220 E 7800 S, FLOOR 3
SANDY, UT 84094

24 OUR CARE
1602 SOUTH MAIN ST., 2ND FLOOR
TULSA, OK 74419

KAREO
3353 MICHELSON SUITE 400
IRVINE CA 92612

STATE OF TEXAS)
)
COUNTY OF EL PASO)

HIPAA BUSINESS ASSOCIATE AGREEMENT

THIS AGREEMENT is entered into on _____, 2022 by and between the CITY OF EL PASO, TEXAS (“CITY”), as the Covered Entity, and CureMD.com, Inc. (“BUSINESS ASSOCIATE”) by and through their duly authorized officials, in order to comply with 45 C.F.R. §164.502(e) and §164.504(e), governing protected health information (“PHI”) and business associates under the Health Insurance Portability and Accountability Act of 1996 (P.L. 104-191), 42 U.S.C. Section 1320d, et. seq., and regulations promulgated thereunder, as amended from time to time (statute and regulations hereafter collectively referred to as “HIPAA”). Covered Entity and Business Associate may be referred to herein individually as a “Party” or collectively as the “Parties”.

RECITALS

WHEREAS, CITY has engaged BUSINESS ASSOCIATE to perform services through Contract No. 2021-0885R (“Services Agreement”);

WHEREAS, CITY possesses individually identifiable health information that is defined in and protected under HIPAA, and is permitted to use or disclose such information only in accordance with HIPAA;

WHEREAS, BUSINESS ASSOCIATE may receive such information from CITY, or create and receive such information on behalf of CITY, in order to perform certain of the services or provide certain of the goods, or both; and

WHEREAS, CITY wishes to ensure that BUSINESS ASSOCIATE will appropriately safeguard individually identifiable health information;

NOW THEREFORE, CITY and BUSINESS ASSOCIATE agree as follows:

A. HIPAA Terms

1. **Definitions.** The following terms shall have the meaning ascribed to them in this Section. Other capitalized terms shall have the meaning ascribed to them in the context in which they first appear, or as provided in (1)(h) to this Section.
 - a. **Agreement** shall refer to this document.
 - b. **Business Associate** means CureMD.com, Inc.
 - c. **HHS Privacy Regulations** shall mean the Code of Federal Regulations (“C.F.R.”) at Title 45, Sections 160 and 164, in effect, or as amended.
 - d. **Individual** shall mean the person who is the subject of the Information, and has the same meaning as the term “individual” is defined in 45 C.F.R. 164.501.
 - e. **Information** shall mean any “health information” provided and/or made available by the CITY to BUSINESS ASSOCIATE, and has the same meaning as the term “health information” as defined by 45 C.F.R. 160.102.
 - f. **Parties** shall mean the CITY and BUSINESS ASSOCIATE.
 - g. **Secretary** shall mean the Secretary of the Department of Health and Human Services (“HHS”) and any other officer or employee of HHS to whom the authority involved has been delegated.

- h. **Catch-all definition:** The following terms used in this Agreement shall have the same meaning as those terms in the HIPAA Privacy, Security, Breach Notification and Enforcement Rules at 45 C.F.R. Part 160 and 164, in effect, or as amended: breach, data aggregation, designated record set, disclosure, health care operations, protected health information, required by law, subcontractor, and use.
 - i. **Limits on Use and Disclosure Established by Terms of Agreement.** BUSINESS ASSOCIATE hereby agrees that it shall be prohibited from using or disclosing the Information provided or made available by the CITY for any other purpose other than as expressly permitted or required by this Agreement (ref. 45 C.F.R. 164.504(e)(2)(i).)
 - j. **Stated Purposes for which BUSINESS ASSOCIATE May Use or Disclose Information.** The Parties hereby agree that BUSINESS ASSOCIATE shall be permitted to use and/or disclose Information provided or made available from CITY for the following stated purposes:

To perform functions, activities, or services for or on behalf of, Covered Entity as specified in the Services Agreement for the mutual benefit and general welfare of BUSINESS ASSOCIATE and the CITY (ref. 45 C.F.R. 164.504(e)(2)(i); 65 Fed. Reg. 82505.), provided that such use or disclosure would not violate HIPAA, HIPAA Regulations or the HITECH Act as of its effective date if done by Covered Entity or the minimum necessary policies and procedures of the Covered Entity
2. **Use of Information for Management, Administrative and Legal Responsibilities.** BUSINESS ASSOCIATE is permitted to use Information if necessary for the proper management and administration of BUSINESS ASSOCIATE or to carry out legal responsibilities of BUSINESS ASSOCIATE. (ref. 45 C.F.R. 164.504(e)(4)(i)(A-B)).
 3. **Disclosure of Information for Management, Administration and Legal Responsibilities.** BUSINESS ASSOCIATE is permitted to disclose Information received from CITY for the proper management and administration of BUSINESS ASSOCIATE or to carry out legal responsibilities of BUSINESS ASSOCIATE, provided:
 - a. The disclosure is required by law; or
 - b. The BUSINESS ASSOCIATE obtains reasonable assurances from the person to whom the information is disclosed that it will be held confidentially and used or further disclosed only as required by law or for the purposes for which it was disclosed to the person, the person will use appropriate safeguards to prevent use or disclosure of the information, and the person immediately notifies the BUSINESS ASSOCIATE of any instance of which it is aware in which the confidentiality of the information has been breached. (ref. 45 C.F.R. 164.504(e)(4)(ii)).
 4. **Data Aggregation Services.** BUSINESS ASSOCIATE is also permitted to use or disclose Information to provide data aggregation services, as that term is defined by 45 C.F.R. 164.501, relating to the health care operations of CITY. (ref. 45 C.F.R. 164.504(e)(2)(i)(B)).
 5. **Business Associate Obligations:**
 - a. **Limits on Use and Further Disclosure Established by Agreement and Law.** BUSINESS ASSOCIATE hereby agrees that the Information provided or made available by the CITY shall not be further used or disclosed other than as permitted or required by the Agreement or as required by federal law. (ref. 45 C.F.R. 164.504(e)(2)(ii)(A)).
 - b. **Appropriate Safeguards.** BUSINESS ASSOCIATE will establish and maintain appropriate safeguards to prevent any use or disclosure of the Information, other than as provided for by this Agreement. (ref. 45 C.F.R. 164.504(e)(2)(ii)(B)).

- c. **Reports of Improper Use or Disclosure.** BUSINESS ASSOCIATE hereby agrees that it shall report to CITY within two (2) days of discovery any use or disclosure of Information not provided for or allowed by this Agreement. (ref. 45 C.F.R. 164.504(e)(2)(ii)(C)).
- d. **Subcontractors and Agents.** BUSINESS ASSOCIATE hereby agrees that any time Information is provided or made available to any subcontractors or agents, BUSINESS ASSOCIATE must enter into a subcontract with the subcontractor or agent that contains the same terms, conditions and restrictions on the use and disclosure of Information as contained in this Agreement. (ref. 45 C.F.R. 164.504(e)(2)(ii)(D)).
 - (i) **45 C.F.R. 164.502(e)(1)(ii) and 164.308(b)(2).** In accordance with 45 C.F.R. 164.502(e)(1)(ii) and 164.308(b)(2), if applicable, BUSINESS ASSOCIATE agrees to ensure that any subcontractors that create, receive, maintain, or transmit protected health information on behalf of BUSINESS ASSOCIATE agree in writing to the same restrictions and conditions that apply through this Agreement to BUSINESS ASSOCIATE with respect to such Information.
- e. **Right of Access to Information.** BUSINESS ASSOCIATE hereby agrees to make available and provide a right of access to Information by an Individual. This right of access shall conform with and meet all of the requirements of Section 181.102 of the Texas Health and Safety Code, requiring that not later than the 15th business day after the date of the receipt of a written request from a person for the person's electronic health record, BUSINESS ASSOCIATE shall provide the requested record to the person in electronic form unless the person agrees to accept the record in another form, and with any further requirements of 45 C.F.R. 164.524,. (ref. 45 C.F.R. 164.504(e)(2)(ii)(E)).
- f. **Correction of Health Information by Individuals.** BUSINESS ASSOCIATE shall, upon receipt of notice from the CITY, amend or correct protected health information (PHI) in its possession or under its control.
- g. **Amendment and Incorporation of Amendments.** BUSINESS ASSOCIATE agrees to make Information available for amendment and to incorporate any amendments to Information in accordance with 45 C.F.R. 164.504(e)(2)(ii)(F)).
- h. **Provide Accounting.** BUSINESS ASSOCIATE agrees to make Information available as required to provide an accounting of disclosures in accordance with 45 C.F.R. 164.528. (ref. 45 C.F.R. 164.504(e)(2)(ii)(G)).
- i. **Access to Books and Records.** BUSINESS ASSOCIATE hereby agrees to make its internal practices, books, and records relating to the use or disclosure of Information received from, or created or received by BUSINESS ASSOCIATE on behalf of the CITY, available to the Secretary or the Secretary's designee for purposes of determining compliance with the HHS Privacy Regulations. (ref. 45 C.F.R. 164.504(e)(2)(ii)(H)).
- j. **Return or Destruction of Information.** At the termination of this Agreement, BUSINESS ASSOCIATE hereby agrees to adhere to Section B.3. of this Agreement. (ref. 45 C.F.R. 164.504(e)(2)(ii)(I)).
- k. **Mitigation Procedures.** BUSINESS ASSOCIATE agrees to have procedures in place for mitigating, to the maximum extent practicable, any deleterious effect from the use or disclosure of Information in a manner contrary to this Agreement or the HHS Privacy Regulations. (ref. 45 C.F.R. 164.530(f)).
- l. **Sanction Procedures.** BUSINESS ASSOCIATE agrees and understands that it must develop and implement a system of sanctions for any employee, subcontractor or agent who violates this Agreement of the HHS Privacy Regulations. (ref. 45 C.F.R. 164.530(e)(1)).
- m. **Subpart E of 45 C.F.R. Part 164.** To the extent BUSINESS ASSOCIATE is to carry out one or more of

CITY'S obligations under Subpart E of 45 C.F.R. Part 164, BUSINESS ASSOCIATE shall comply with the requirements of Subpart E that apply to CITY in the performance of such obligation(s).

- n. **Prohibition against the Sale of Protected Health Information.** The BUSINESS ASSOCIATE shall comply with the requirements of Texas Health and Safety Code Sec. 181.153, and any amendments of that section.
 - o. **Notice and Authorization Required for Electronic Disclosure of PHI.** The BUSINESS ASSOCIATE shall comply with the requirements of Texas Health and Safety Code Sec. 181.154, and any amendments of that section, regarding the requirement of providing notice to an Individual for whom the BUSINESS ASSOCIATE creates or receives protected health information if the Individual's PHI is subject to electronic disclosure.
 - p. **State Law on Medical Records Privacy.** The BUSINESS ASSOCIATE shall abide by the requirements set forth in Texas Health and Safety Code Section 181.001 et. seq., and any amendments of that chapter.
6. **Obligations of Covered Entity.**
- a. Notice of Privacy Practices: CITY agrees to provide individuals with notice of its privacy practices and obtain acknowledgment of receipt thereof in compliance with 45 C.F.R. § 164.520. In addition, upon request CITY shall promptly provide Business Associate with a copy of its privacy practices in accordance with 45 C.F.R. § 164.520, as well as any modifications thereto.
 - b. Changes In or Revocation of Permission by Individuals: CITY shall promptly notify Business Associate, in writing, of any changes in, or revocation of, an individual's permission to use or disclose PHI, if such changes or revocation affects Business Associate's permitted or required uses and disclosures.
 - c. CITY's Agreements to Restrict Use or Disclosure: In the event CITY agrees to restrict the use and/or disclosure of PHI in accordance with 45 C.F.R. § 164.522, it shall promptly notify Business Associate, in writing, of the nature and extent of said restriction. The CITY shall not agree to restrictions on the use or disclosure of PHI that might adversely affect the Business Associate, its ability to perform under the Services Agreement or increase the costs of such performance. The CITY shall notify the Business Associate of any such restrictions that the CITY may have entered into prior to the execution of this Agreement. If any such restrictions exist prior to the execution of the Agreement, the Business Associate shall recover costs that are associated with such restrictions.
 - d. Permissible Requests by CITY: CITY shall not request Business Associate to use or disclose protected health information in any manner that would not be permissible under HIPAA or other applicable law or regulation governing the privacy of PHI.
 - e. Consents and Authorizations: CITY represents and warrants that any and all consents, authorizations, or other permissions required by HIPAA or other applicable law (including state law) necessary to allow Business Associate to perform the administrative functions, services, or activities on behalf of CITY consistent with this Agreement have been properly secured.
7. **Property Rights.** The Information shall be and remain the property of the CITY. BUSINESS ASSOCIATE agrees that it acquires no title or rights to the Information, including any de-identified Information, as a result of this Agreement.
8. **Modifications.** The CITY and BUSINESS ASSOCIATE agree to modify this Business Associate Agreement, in order to comply with Administrative Simplification requirements of HIPAA, as set forth in Title 45, Parts 160 and 164, (Subparts A and E the "Privacy Rule" and Subparts A and C the "Security Rule") of the Code of Federal Regulations.

9. **Automatic Amendment.** Upon the effective date of any amendment to the regulations promulgated by HHS with respect to PHI, this Business Associate Agreement shall automatically amend such that the obligations imposed on BUSINESS ASSOCIATE as a Business Associate remain in compliance with such regulations.

B. Term and Termination

1. **Term.** The Term of this Agreement shall be effective as of the date of Contract No. 2021-1225R, and shall terminate on the same date Contract No.2021-1225R or on the date covered entity terminates for cause as authorized in paragraph (B.2.) of this Section, whichever is sooner.
2. **Termination for Cause.** Upon the CITY's knowledge of a material breach by BUSINESS ASSOCIATE, the CITY shall:
 - a. Provide an opportunity for BUSINESS ASSOCIATE to cure the breach or end the violation, and terminate if BUSINESS ASSOCIATE does not cure the breach or end the violation within the time specified by the CITY.
 - b. Immediately terminate the Business Associate Agreement if BUSINESS ASSOCIATE has breached a material term of this Business Associate Agreement and cure is not possible.
 - c. Notify the Secretary of HHS if termination is not possible.
3. **Obligations of Business Associate Upon Termination.** Upon termination of this Agreement for any reason, BUSINESS ASSOCIATE, with respect to protected health information received from CITY, or created, maintained, or received by BUSINESS ASSOCIATE on behalf of CITY, shall:
 - a. Retain only that protected health information which is necessary for BUSINESS ASSOCIATE to continue its proper management and administration or to carry out its legal responsibilities;
 - b. Return to CITY, or, if agreed to by CITY, destroy, the remaining protected health information that the BUSINESS ASSOCIATE still maintains in any form and BUSINESS ASSOCIATE shall certify to the CITY that the Information has been destroyed;
 - c. Continue to use appropriate safeguards and comply with Subpart C of 45 CFR Part 164 with respect to electronic protected health information to prevent use or disclosure of the protected health information, other than as provided for in this Section, for as long as BUSINESS ASSOCIATE retains the protected health information;
 - d. Not use or disclose the protected health information retained by BUSINESS ASSOCIATE other than for the purposes for which such protected health information was retained and subject to the same conditions set out at Section 1.e and 1.f above, which applied prior to termination; and
 - e. Return to CITY or, if agreed to by CITY, destroy, the protected health information retained by BUSINESS ASSOCIATE when it is no longer needed by BUSINESS ASSOCIATE for its proper management and administration or to carry out its legal responsibilities.
 - f. Survival. The obligations of BUSINESS ASSOCIATE under this Section shall survive the termination of this Agreement.
4. **Remedies.** If CITY determines that BUSINESS ASSOCIATE has breached or violated a material term of this Agreement, CITY may, at its option, pursue any and all of the following remedies:
 - a. Exercise any of its rights of access and inspection under Section A.7.e. of this Agreement;

- b. Take any other reasonable steps that CITY, in its sole discretion, shall deem necessary to cure such breach or end such violation; and/or
 - c. Terminate this Agreement immediately.
5. **Injunction.** CITY and BUSINESS ASSOCIATE agree that any violation of the provisions of this Agreement may cause irreparable harm to CITY. Accordingly, in addition to any other remedies available to CITY at law, in equity, or under this Agreement, in the event of any violation by BUSINESS ASSOCIATE of any of the provisions of this Agreement, or any explicit threat thereof, CITY shall be entitled to an injunction or other decree of specific performance with respect to such violation or explicit threat thereof, without any bond or other security being required and without the necessity of demonstrating actual damages. The parties' respective rights and obligations under this Section C.4. shall survive termination of the Agreement.
6. **Indemnification.** BUSINESS ASSOCIATE shall indemnify, hold harmless and defend CITY from and against any and all claims, losses, liabilities, costs and other expenses resulting from, or relating to, the negligent acts or omissions of BUSINESS ASSOCIATE in connection with the representations, duties and obligations of BUSINESS ASSOCIATE under this Agreement. The parties' respective rights and obligations under this Section 5 shall survive termination of the Agreement.
- Covered Entity shall, to the fullest extent permitted by law, protect, defend, indemnify and hold harmless Business Associate and its respective employees, directors, and agents from and against any and all losses, costs, claims, penalties, fines, demands, liabilities, legal actions, judgments, and expenses of every kind (including reasonable attorney's fees, including at trial and on appeal) asserted or imposed against the Business Associate arising out of the negligent acts or omissions of Covered Entity or any of its employees, directors, or agents related to the performance or nonperformance of this Addendum

C. Miscellaneous

- 1. **Regulatory References.** A reference in this Agreement to a HIPAA section means the section as in effect or as amended.
- 2. **Amendment.** CITY and BUSINESS ASSOCIATE agree that amendment of this Agreement may be required to ensure that CITY and BUSINESS ASSOCIATE comply with changes in state and federal laws and regulations relating to the privacy, security, and confidentiality of protected health information. CITY may terminate this Agreement upon 60 days written notice in the event that BUSINESS ASSOCIATE does not promptly enter into an amendment that CITY, in its sole discretion, deems sufficient to ensure that CITY will be able to comply with such laws and regulations. This Agreement may not otherwise be amended except by written agreement between the parties and signed by duly authorized representatives of both parties.
- 3. **Interpretation.** Any ambiguity in this Agreement shall be interpreted to permit compliance with HIPAA.
- 4. **Notices.** Any notice or demand required under this Agreement will be in writing; will be personally served or sent by certified mail, return receipt requested, postage prepaid, or by a recognized overnight carrier which provides proof of receipt; and will be sent to the addresses below. Either party may change the address to which notices are sent by sending written notice of such change of address to the other party.

CITY: City of El Paso
Attn: City Manager
P. O. Box 1890
El Paso, Texas 79950-1890

COPY TO: City of El Paso
Purchasing & Strategic Sourcing Department
P.O. Box 1890
El Paso, TX 79950-1890

BUSINESS ASSOCIATE: Cure MD
ATTN: President
120 Broadway, 35th Floor
New York, NY 10271

5. **Non-Waiver.** No failure by any Party to insist upon strict compliance with any term or provision of this Agreement, to exercise any option, to enforce any right, or to seek any remedy upon any default of any other Party shall affect, or constitute a waiver of, any Party's right to insist upon such strict compliance, exercise that option, enforce that right, or seek that remedy with respect to that default or any prior, contemporaneous, or subsequent default. No custom or practice of the Parties at variance with any provision of this Agreement shall affect or constitute a waiver of, any Party's right to demand strict compliance with all provisions of this Agreement.
6. **Headings.** The headings of sections and subsections of this Agreement are for reference only and will not affect in any way the meaning or interpretation of this Agreement.
7. **Governing Law, Jurisdiction.** This Agreement will be governed by and construed in accordance with the laws of the State of Texas, without regard to its principles of conflict of laws, with venue in El Paso County, Texas.
8. **Compliance with Laws.** BUSINESS ASSOCIATE agrees that its obligations pursuant to this Agreement shall be performed in compliance with all applicable federal, state, and/or local rules and regulations. In the event that applicable federal, state or local laws and regulations or applicable accrediting body standards are modified, BUSINESS ASSOCIATE reserves the right to notify CITY in writing of any modifications to the Agreement in order to remain in compliance with such law, rule or regulation.
9. **Severability.** In the event that one or more provision(s) of this Agreement is deemed invalid, unlawful and/or unenforceable, then only that provision will be omitted, and will not affect the validity or enforceability of any other provision; the remaining provisions will be deemed to continue in full force and effect.
10. **No Third Party Beneficiaries.** Nothing express or implied in this Agreement is intended or shall be deemed to confer upon any person other than CITY and BUSINESS ASSOCIATE, and their respective successors and assigns, any rights, obligations, remedies or liabilities.
11. **Entire Agreement; Counterparts.** This Agreement and the Services Agreement constitutes the entire Agreement between CITY and BUSINESS ASSOCIATE regarding the services to be provided hereunder. Any agreements, promises, negotiations, or representations not expressly set forth in this Agreement are of no force or effect. This Agreement may be executed in any number of counterparts, each of which will be deemed to be the original, but all of which shall constitute one and the same document.

(Signatures begin on following page)

STATE OF TEXAS)
)
COUNTY OF EL PASO)

HIPAA BUSINESS ASSOCIATE AGREEMENT

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day of _____, 2022.

CITY OF EL PASO:

Tomás González
City Manager

BUSINESS ASSOCIATES

CureMD

Signature:
Name Printed:
Title:

DocuSigned by:
William Adsit
C81B587250D04ED...
William Adsit

Dir. Business Development

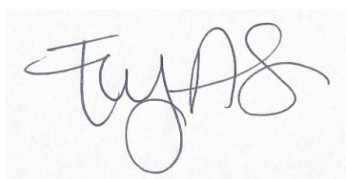
2/3/2022 | 10:10 AM EST

APPROVED AS TO CONTENT:

APPROVED AS TO FORM:

Claudia A. Garcia

Claudia Garcia, Interim Director
Purchasing & Strategic Sourcing Department



Evy A. Sotelo
Assistant City Attorney



Legislation Text

File #: 22-214, 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 Alessandra Annello, (915) 212-0002

Members of the City Council, Representative Joe Molinar, (915) 212-0004

Members of the City Council, Representative Cissy Lizarraga, (915) 212-0008

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 to create a process to proactively and regularly address illegal dumping and to come back within 75 days to present costs and an implementation strategy.

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

DEPARTMENT: MAYOR AND COUNCIL

AGENDA DATE: February 15, 2022

CONTACT PERSON NAME AND PHONE NUMBER:

City Representative Aleksandra Annello, 915-212-0002
City Representative Joe Molinar, 915-212-0004
City Representative Cissy Lizarraga, 915-212-0008

DISTRICT(S) AFFECTED: All

STRATEGIC GOAL: (Goal 8 - Nurture and Promote a Healthy, Sustainable Community)

SUBJECT:

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

Discussion and action to direct the City Manager to create a process to proactively and regularly address illegal dumping and to come back within 75 days to present costs and an implementation strategy.

BACKGROUND / DISCUSSION:

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

Residents have frequently and justifiably complained of situations where illegal dumping occurs in certain areas and will happen more than once. A plan is needed to proactively address illegal dumping and ensure that the burden of clean up does not rest on the resident.

PRIOR COUNCIL ACTION:

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

N/A

AMOUNT AND SOURCE OF FUNDING:

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

N/A

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



Legislation Text

File #: 22-58, 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, Mayor Oscar Leeser, (915) 212-0021

AGENDA LANGUAGE:

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

Discussion and action on a Resolution to appoint a member to the El Paso Water Utilities Public Service Board of Trustees in the area of expertise of Consumer or Citizen Advocacy as recommended by the El Paso Water Utilities Public Service Board Selection Committee:

- Ranked 1st Marybeth Stevens
- Ranked 2nd Luis Rosas
- Ranked 3rd Stefani Block Uribarri

[POSTPONED FROM 01-19-2022]

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

DEPARTMENT: Office of the Mayor

AGENDA DATE: January 19, 2022

CONTACT PERSON NAME/PHONE NUMBER: Mayor Oscar Leeser (915) 212-0021

DISTRICT(S) AFFECTED: All Districts

SUBJECT: Approve the following Resolution

Discussion and action on a Resolution to appoint a member to the El Paso Water Utilities Public Service Board of Trustees in the area of expertise of Consumer or Citizen Advocacy as recommended by the El Paso Water Utilities Public Service Board Selection Committee:

Ranked 1 st	Marybeth Stevens
Ranked 2 nd	Luis Rosas
Ranked 3 rd	Stefani Block Uribarri

BACKGROUND / DISCUSSION:

The second term of the Public Service Board member serving in the area of expertise of Consumer or Citizen Advocacy, Mr. Christopher Antcliff, expires on January 15, 2022. Ms. Antcliff is not eligible to be appointed for another term since board members are limited to two terms.

On December 1, 2021, as required by Ordinance Number 017167, the El Paso Water Utilities Public Service Board Selection Committee (hereinafter "Selection Committee") met and reviewed the applications submitted by qualified applicants. I, as Mayor, serve as the Chairperson of the Selection Committee. The Selection Committee's membership consists of the Public Service Board members and eight persons (1 vacancy) appointed by City Council. The Selection Committee now forwards a slate of three candidates, in order of their ranking, to the City Council for consideration and appointment.

Advertisement for applicants interested in this position were placed in the El Paso, Inc., and on the City of El Paso and El Paso Water's websites.

PRIOR COUNCIL ACTION:

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

Yes. The City Council approved a Resolution on February 16, 2021 appointing Lisa Saenz to fill a vacancy of the El Paso Water Utilities Public Service Board of Trustees in the area of expertise of Financial Management.

AMOUNT AND SOURCE OF FUNDING:

The El Paso Water Utilities Public Service Board budget.

BOARD/COMMISSION ACTION:

On December 1, 2021, the Selection Committee approved a Resolution selecting and ranking the qualified applicants in the area of expertise of Consumer or Citizen Advocacy. The Committee's Resolution is attached.

RESOLUTION

WHEREAS, a vacancy in the El Paso Water Utilities Public Service Board will occur on January 15, 2022 with the expiration of the second term of Christopher Antcliff, in the area of Consumer or Citizen Advocacy; and

WHEREAS, the City of El Paso adopted Ordinance Number 017167 which requires that any vacancy in the membership of the El Paso Water Utilities Public Service Board be filled by the City Council; and

WHEREAS, the City of El Paso by Resolution established the El Paso Water Utilities Public Service Board Selection Committee, to be comprised of the members of the Public Service Board and such additional members as appointed by the City Council to assist City Council in selecting eligible candidates to fill the vacancy; and

WHEREAS, under the Resolution, the El Paso Water Utilities Public Service Board Selection Committee reviews resumes submitted by persons interested in filling the vacant position and submits to the City Council the names and the ranking of three eligible candidates; and

WHEREAS, a quorum of the El Paso Water Utilities Public Service Board Selection Committee met on December 1, 2021 pursuant to the Texas Open Meetings Act and approved the nomination, ranking and recommendation of eligible candidates for consideration and appointment by City Council;

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

THAT, a quorum of the El Paso Water Utilities Public Service Board Selection Committee met on December 1, 2021 pursuant to the Texas Open Meetings Act and approved the nomination, ranking and recommendation to the City Council the following candidates to fill a vacancy on the El Paso Water Utilities Public Service Board in the area of Consumer or Citizen Advocacy:

Ranked 1st Marybeth Stevens

Ranked 2nd Luis Rosas

Ranked 3rd Stefani Block Uribarri

THAT, the El Paso City Council hereby appoints _____ to fill the vacancy on the El Paso Water Utilities Public Service Board in the area of Consumer or Citizen Advocacy. The term of appointment shall commence on February 9, 2022 and shall be for a four (4) year term.

PASSED, APPROVED and ADOPTED this _____ day of January, 2022.


THE CITY OF EL PASO

Oscar Leaser
Mayor

ATTEST:

Laura D. Prine
City Clerk

APPROVED AS TO FORM:



Karla M. Nieman
City Attorney



TO: Tomás González, City Manager, City of El Paso, Texas
FROM: John E. Balliew, President/CEO, El Paso Water Utilities, Public Service Board
DATE: December 9, 2021

**SUBJECT: Request for Placement of Item on the Regular Agenda for City Council Meeting:
January 19, 2022**

Agenda Posting Language:

Discussion and action on a Resolution to appoint a member to the El Paso Water Utilities Public Service Board of Trustees in the area of expertise of Consumer or Citizen Advocacy, as recommended by the El Paso Water Utilities Public Service Board Selection Committee.

(All Districts) El Paso Water Utilities, John E. Balliew, President/CEO, (915) 594-5595

.....
Background:

This agenda item is for City Council to appoint a member to the El Paso Water Utilities Public Service Board of Trustees. The second term of the Public Service Board member serving in the area of expertise of Consumer or Citizen Advocacy, Mr. Christopher Antcliff, expires on January 15, 2022. Mr. Antcliff is not eligible to be appointed for another term since board members are limited to two terms. Attached is a copy of the general qualifications to be considered for the Consumer or Citizen Advocacy category.

On December 1, 2021 as required by Ordinance Number 017167, the El Paso Water Utilities Public Service Board Selection Committee (Selection Committee) met and reviewed the applications submitted by qualified applicants. The Committee's membership consists of the Public Service Board and eight persons (1 vacancy) appointed by City Council. In accordance with Ordinance 017167, the Committee now forwards a slate of three candidates, in order of their ranking, to the City Council for consideration and appointment. Attached is a copy of the Resolution adopted by the Selection Committee at the December 1, 2021 meeting along with the resumes of the applicants.


Action Requested:

That the City Council adopt a Resolution appointing a member to the El Paso Water Utilities Public Service Board of Trustees in the area of expertise of Consumer or Citizen Advocacy, as recommended by the El Paso Water Utilities Public Service Board Selection Committee.

If there are any questions, please contact me at 594-5595 or e-mail Jeballiew@epwater.org. El Paso Water Utilities staff will attend the City Council meeting.

Thank you for your attention to this matter.

Regards,



John E. Balliew, P.E.
CEO/President

Attachments

DHS
City Council Resolution
Selection Committee Resolution
Score/Ranking Sheet
Resumes of top 3 candidates (Redacted)
PSB Areas of Expertise, Education and Experience for Consumer or Citizen Advocacy

CC:	The Honorable Mayor Oscar Leeser (email)	Marcela Navarrete, Vice-President, PSB
	Laura D. Prine, City Clerk (email)	R. Alan Shubert, Vice-President, PSB
	Karla Nieman, City Attorney (email)	Daniel Ortiz, General Counsel, PSB

RESOLUTION

WHEREAS, a vacancy in the El Paso Water Utilities Public Service Board will occur on January 15, 2022 with the expiration of the second term of Christopher Antcliff, who filled the position with expertise in Consumer or Citizen Advocacy; and

WHEREAS, the City of El Paso adopted Ordinance Number 017167 which requires that any vacancy in the membership of the El Paso Water Utilities Public Service Board be filled by the City Council; and

WHEREAS, the City of El Paso by Resolution established the El Paso Water Utilities Public Service Board Selection Committee, to be comprised of the members of the Public Service Board and such additional members as appointed by the City Council to assist City Council in selecting eligible candidates to fill the vacancy; and

WHEREAS, under the Resolution, the El Paso Water Utilities Public Service Board Selection Committee reviews resumes submitted by qualified persons interested in filling the vacant position and submits to the City Council the names and the ranking of the eligible candidates.

NOW THEREFORE, BE IT RESOLVED BY THE EL PASO WATER UTILITIES PUBLIC SERVICE BOARD SELECTION COMMITTEE OF THE CITY OF EL PASO, TEXAS:

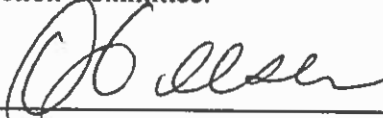
THAT, a quorum of the El Paso Water Utilities Public Service Board Selection Committee met on December 1, 2021 pursuant to the Texas Open Meetings Act and approved the nomination, ranking and recommendation to the City Council of the following candidates to fill a vacancy on the El Paso Water Utilities Public Service Board:

Ranked 1 st	Marybeth Stevens
Ranked 2 nd	Luis Rosas
Ranked 3 rd	Stefanie Block Uribarri

THAT, the Mayor of El Paso, who serves as the Chair of the Committee, forward the recommendation to the El Paso City Council for their consideration for filling the vacancy on the El Paso Water Utilities Public Service Board.

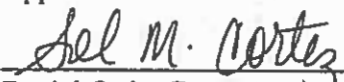
PASSED and APPROVED this 1st day of December, 2021.

El Paso Water Utilities Public Service Board
Selection Committee:



Mayor Oscar Leeser, Chair

Approved As To Form:

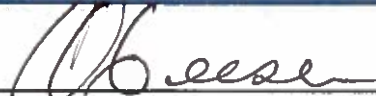


Daniel Ortiz, General Counsel

PSB Selection Committee
Wednesday, December 01, 2021
Consumer/Citizen Advocacy

SCORING OF CANDIDATES


CANDIDATES	NUMBER OF POINTS:	RANK
Marybeth Stevens	30	1
Luis Rosas	28	2
Stefanie Block Uribarri	26	3



Committee Chairman

12/2/2021

Date


 for General Counsel

12/3/2021

Date

EXPERIENCE

Better Business Bureau Paso del Norte

President

November 2016 to present

El Paso, Texas

Lead local team to further the BBB vision and mission of an ethical marketplace based on trust by encouraging best business and consumer practices. While managing the human, financial, and program resources, built a culture based upon open communication, trust, and expectations that supports performance at the highest industry standards. Realigned staff, process improvement, and climate of innovation have created an environment of accountability and success. New strategies for sales and retention have resulted in steady growth in members and revenue. Improved marketing, customer service, and products have resulted in dramatic increases in public awareness and use of BBB services, as well as member value. Regular opinion pieces and radio, television, and public appearances have contributed to the enhanced position of the BBB as a leading business organization and resource.

As a member of the International Association of Better Business Bureaus Board of Directors and Chair of its Governance Committee, identify strengths, weaknesses, and progressive solutions to strengthen the BBB brand as the leading source of trusted information and business resources nationwide.

University of Texas at El Paso, Department of Communication

Lecturer

2016 to Spring 2019

El Paso, Texas

Taught Organizational Communication and Leadership to undergraduate students.

Metropia

Advisor

October 2015 to December 2018

El Paso, Texas

Advised local team regarding launch and implementation of Metropia app for community-based traffic solutions.

MJD & Associates

President

September 2015 to December 2016

El Paso, Texas

Led team of associates providing strategic planning, community relations, fund development, management and organizational consulting services to corporations, foundations, nonprofit organizations, and community leaders.

El Paso Electric

Assistant Vice President, External Affairs and Public Relations

September 2010 to April 2015

El Paso, Texas

External Affairs

Fostered positive relationships with, educated, and influenced key stakeholders, including local, state, and federal entities, on a broad range of issues that ensured an optimal legislative, regulatory, and operational environment. Developed and successfully implemented financial, strategic and tactical plans to further company goals.

Public Relations

Led team to realign focus and mission with strategic corporate objectives and promote a consistent positive corporate image, internally and externally.

Developed, wrote and implemented comprehensive strategic and crisis communication plans.

Proactively and successfully managed media and community relations, including those involving hostile situations.

Strategically managed multi-million dollar budget, including renegotiating numerous service contracts resulting in significant savings.

Developed and launched successful "PowerOn" multi-media campaign and oversaw development and launch of social media for the company.

Community Relations

Strategically refocused, directed, and coordinated \$1.5M corporate philanthropy budget and community development activities, including an employee volunteer program and speakers bureau.

Gained support of US and Mexican businesses for criminal justice reform in Mexico.
Promoted cross-border cooperation between Texas and Mexico law enforcement authorities.

PROTEJA*Consultant*

Translated and wrote quarterly and annual reports, as well as other informational and promotional pieces, regarding efforts to combat trafficking in persons pursuant to USAID requirements in Mexico.

Independent Consultant

January 2002 to June 2005

El Salvador

Developed sustainable business opportunity for women in impoverished rural community.

American Council of Life Insurers

February 1993 to December 2001

Senior Counsel

Washington, D.C.

Directed legislative and regulatory affairs in Texas, Oklahoma, New Mexico, Arkansas, and Alaska for over 600 financial service member companies, including tracking, drafting and providing comment on legislation and regulation; testifying before legislatures and regulatory committees; building coalitions to support industry positions; and analyzing political environments for resource allocation decisions.
Led nationwide efforts to shape policy on a number of industry issues.

EDUCATION

University of Texas at El Paso

Masters of Business Administration

In progress

Catholic University of America, Columbus School of Law

Juris Doctor

1992

Washington, D.C.

University of Texas at Austin

Bachelor of Arts, English Literature

1988

Austin, Texas

PROFESSIONAL MEMBERSHIPS

Maryland Bar Association

District of Columbia Bar

PROFESSIONAL ORGANIZATIONS and COMMUNITY INVOLVEMENT

International Association of Better Business Bureaus, Board of Directors, 2021 – present

Chair, El Paso County Ethics Commission, appointed by County Judge, 2020 – present

UTEP College of Education Advisory Board, 2021 – present

El Paso Chamber, 2019 Board of Directors; 2018 Chair, Foundation; 2016 Chair, Board of Governors

Paso del Norte Trail Advisory Committee, 2019 – present

Executive Forum, El Paso, 2015 - present

Kids Excel, Board of Directors, 2013 – 2021

YWCA, Board of Directors, 2013-2018

Leadership Texas, 2015

U.S. Customs and Border Patrol Citizens Academy, 2015

FOREIGN LANGUAGE

Conversational Spanish

LUIS ROSAS

Vice President

Hub International Insurance Services

PROFILE

Luis Rosas
Vice President
Hub International Insurance Services

CONTACT

EDUCATION

El Paso High School

1985-1990
University of Texas at El Paso
1990-1991
University of Texas at San Antonio
1991-1993
University of Texas at Austin 1993-1995
Bachelor of Arts earned in 1995

WORK EXPERIENCE

Altalanos Muvelodosi Kozpont
Kiskunhalas, Hungary
Primary and Secondary School English Teacher
1996-1998(Head of Language Department)
Worked with Hungarian English teachers on curriculum creation and implemented plans for teaching students from kindergarten through 8th grade.

Socorro Independent School District
Even Start Program English Instructor
1998-2001
Taught parents of underserved children's English skills for parents to help children with their schoolwork and communicate with teachers. In addition to English classes, we worked with them on life skills for their new lives in the United States

Houghton Mifflin Publishing Company/Cengage Learning
2001-2010
Custom Publishing Editor
Worked with Sales Representatives on large university wide textbook adoptions. I worked with representatives in Texas and Southern California. Was named Custom Publishing Editor of the year twice (2006 and 2010) Cengage purchased Houghton Mifflin in 2009.

WebAssign
2010-2011
Sales Manager for Texas, NM, AZ, and California. Responsible for sales activities in states listed above.

JDW/Hub International
2011-Present
Vice President and producer. Risk management and insurance placement for mid-size to large accounts. Work with clients on mitigating claims as well as looking at different strategies to transfer costs of risk.

Board Service
El Paso Symphony Orchestra 2012-2017
El Paso Association of Builders 2013 to present
Ciudad Nueva 2018 to present

To Whom it may concern-

I am very appreciative of the opportunity to apply for a position on the PSB. As a native El Pasoan I know the importance of the work performed by the PSB. I often read about decisions being made by the PSB in the newspaper.

As is shown on my Curriculum Vitae, board work has been very important to me over the last nine (9) years. Serving our community is something JDW and Hub International find very important. That way of thinking has been ingrained in me. I feel serving on the PSB would allow me to be a part of important decisions that impact our lives now but also my children's lives. That is an exciting and weighty responsibility. One that I do not take lightly.

While I would have much to learn about the many facets of the PSB's function, I feel I could be a real asset to the board. Being involved in the business community puts me in touch with many different industries. This will allow me to see things from multiple sides. Given my role in dealing with multiple levels of an organization to get decisions made, I feel I am valuable in helping groups reach a consensus. I also feel that working in a team is something I am very good at. Collaboration is a key part of what we do as insurance brokers.

In closing, serving on the PSB board is something I have wanted to do for some time. If I were to have the honor of being chosen, I feel like I would not only have personal growth but be able to better serve the community I love and belong to. Thank you.

STEFANIE BLOCK URIBARRI



PROFESSIONAL EXPERIENCE

PEARL PROPERTIES

El Paso, TX

Principal, July 2012 – present.

General manager and principal at locally owned real estate investment and management company. Chief executive responsible for all aspects of the organization.

UNESCO, REGIONAL BUREAU OF EDUCATION FOR LATIN AMERICA

Santiago, Chile

Managing Editor, Communications and Publications Department, 2009 – 2012.

Responsible for the Regional Bureau's communications strategy to promote education development in Latin America and the Caribbean (LAC). Supervised the publication of all written materials. Prepared briefings, talking points, op-eds and speeches. Participated in national and international technical meetings and conferences with ministries of education, universities, international organizations and media. Supervised unit budget and staff.

- Made policy recommendations as a member of the UNESCO Working Group on Youth.
- Promoted inclusive youth and higher education policy and practices as panelist at international conferences, including the International Workshop on Public Policy for Inclusive Higher Education (Chile), Vanguardia Iberoamericana (Argentina), and the World Youth Conference (Mexico).
- Designed communications strategy for LAC Ministers of Education (EFA/PRELAC).
- Designed Leonardo Henrichsen Journalism Prize and served as juror (Association of Foreign Correspondents). Edited publication featuring winning articles.
- Developed and coordinated international seminar for World Press Freedom Day.

COLUMBIA UNIVERSITY, GRADUATE SCHOOL OF JOURNALISM

New York, NY

Program Manager, International Programs and Prizes, 2007 – 2009.

Supervised the Lukas Prize Project for non-fiction and the Maria Moors Cabot Prizes, the premiere international award for journalistic coverage of Latin America. Designed, implemented, and coordinated professional development programs for Cabot medalists and NEA Arts Journalism Institute Fellows. Selected international students for admission and scholarships and provided them with cultural education and support services.

- Designed and implemented conferences, internships and other professional development activities with Columbia's School of International and Public Affairs, *New York Times*, *Wall Street Journal*, PBS, Clarín and other national and international news organizations.
- Obtained funding for, planned and organized "Scared Silent: Mexico's Journalists Under Siege," an international conference that allowed journalists from across LAC to attend free of cost, funded by the Knight Foundation

THE COMMITTEE FOR HISPANIC CHILDREN AND FAMILIES (CHCF)

New York, NY

Development Associate, 2005 - 2007.

Wrote grant applications, designed programs and evaluations, organized fundraising events, and cultivated relationships with donors. Tracked program implementation and monitoring.

EDUCATION

COLUMBIA UNIVERSITY, TEACHERS COLLEGE

New York, NY

Master of Arts, International Educational Development, 2009.

NEW YORK UNIVERSITY
Fellowship for Emerging Leaders in Public Service, 2008.

New York, NY

FULBRIGHT PROGRAM
Fulbright Fellow, 2005.

Santiago, Chile

UNIVERSITY OF TEXAS AT AUSTIN, COLLEGE OF LIBERAL ARTS
Bachelor of Arts, 2004. *Magna cum laude*; Phi Beta Kappa Honor Society, Plan II Honors.

Austin, TX

PROFESSIONAL ASSOCIATIONS AND VOLUNTEER ACTIVITIES

EL PASO APARTMENT ASSOCIATION (EPAA)

El Paso, TX

Executive Board Member, 2017 - present.

Member, 2013 - present.

Member of the local affiliate of a state and national trade organization for the apartment industry.

- Recipient of the Independent Rental Owner of the Year Award, El Paso Apartment Association, 2017.
- Chair, Independent Rental Owners Committee, Texas Apartment Association, 2019 – 2020.
- Member of the City of El Paso's Affordable Housing Task Force, 2021

THUNDERBIRD PLAYGROUND, CORONADO HILLS NEIGHBORHOOD ASSOCIATION (CHNA)

Chair, 2016 – present.

El Paso, TX

Initiated a public-private partnership between CHNA and the City of El Paso to install a playground at the Jan Sumrall Memorial Trailhead. Recruited co-chair and board members, implemented fundraising campaign, designed playground, created marketing and outreach materials, and worked with the City to supervise the design and installation of the site.

CITY OF EL PASO

Public Art Commission, 2014 – 2017, selected publicly funded art.

Building and Standards Commission, 2014 – 2018, enforced building codes to ensure the safety of structures.

Affordable Housing Task Force, 2020 – present, designing policies to increase access to affordable housing.

EL PASO OPERA (EPO),

Board Member and President of the BRAVO Alliance, 2012 - 2014.

Provided oversight over the organization. Organized events, fundraisers and outreach activities to support EPO.

SELECTED PUBLICATIONS

Author and editor, *Activity Review 2010*. UNESCO. Santiago, 2011.

Editor, *Chilean Legends for the World* (five-book series for children). Amapola Editores. Santiago, 2010.

Editor, *Factors Associated with the Cognitive Development of Youth in Latin America and the Caribbean: Briefing Document*. UNESCO. Santiago, 2010.

Editor, *Education, Youth and Development: UNESCO in Latin America*. UNESCO. Santiago, 2010.

Assistant editor. *Challenges of the Chilean Education System Based on the Presentations and Conclusions of the Seminar "Perspectives for Education in Chile."* OECD and UNESCO, Santiago, 2010.

Managing editor, *Espacios Educativos: Edición Bicentenario*. UNESCO and MINEDUC. Santiago, 2010.

Author, "Educación Sexual en los Estados Unidos: El enfoque en abstinencia exclusiva" in *Revista Mujer Salud*, pp 33- 39. Red de Mujeres Latinoamericanas y del Caribe (Santiago: Vol. 1/2006).

PSB AREAS OF EXPERTISE, EDUCATION AND EXPERIENCE

Consumer or Citizen Advocacy:

A citizen and consumer working for openness and democratic accountability in government; the rights of the consumer; clean, safe and sustainable water resources; strong health, safety and environmental protections; and affordable water, wastewater, reclaimed water and stormwater services.

Experience and knowledge in supporting the rights of the consumer to obtain safe goods and services at fair prices. Education and training can be from a variety of areas such as law, health, science, education, political science, training in research or public information and community education, and dispute and complaint investigation and resolution.

Degree in law, government administration, public policy or political science, technical and liberal arts degrees, and a minimum of four years experience preferred; community involvement experience that accents demonstrated leadership; no conflicts of interest; abide by a specified code of ethics; and no current political office held.



El Paso, TX

300 N. Campbell
El Paso, TX

Legislation Text

File #: 22-170, 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.

Budget Update.

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

AGENDA DATE: February 15, 2022

PUBLIC HEARING DATE: N/A

CONTACT PERSON NAME AND PHONE NUMBER: K. Nicole Cote, City Manager's Office (915) 212-1092

DISTRICT(S) AFFECTED: All Districts

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

SUBGOAL: N/A

SUBJECT: Budget Update

BACKGROUND / DISCUSSION:

Budget Update

PRIOR COUNCIL ACTION: N/A

AMOUNT AND SOURCE OF FUNDING: N/A

HAVE ALL AFFECTED DEPARTMENTS BEEN NOTIFIED? ☒ YES ☐ NO

PRIMARY DEPARTMENT: City Manager's Office - Office of Management and Budget

SECONDARY DEPARTMENT: All City

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

DEPARTMENT HEAD:



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



Legislation Text

File #: 22-173, 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, Sam Rodriguez, (915) 212-0065

AGENDA LANGUAGE:

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

Update on the public engagement strategy related to a bond program in alignment with and the implementation of the City's Strategic Plan.

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

DEPARTMENT: Capital Improvement Department

AGENDA DATE: February 15, 2022

CONTACT PERSON(S) NAME AND PHONE NUMBER: Sam Rodriguez, P.E., City Engineer, 212-0065

DISTRICT(S) AFFECTED: All Districts

STRATEGIC GOAL: Goal 3 -Promote the Visual Image of the City,
Goal 4- Enhance El Paso's Quality of Life through Recreational, Cultural and Educational Environments
Goal 7-Enhance and Sustain El Paso's Infrastructure Network
Goal 8- Nurture and Promote a Healthy, Sustainable Community

SUBJECT:

Update on the public engagement strategy related to a bond program in alignment with and the implementation of the City's Strategic Plan.

BACKGROUND / DISCUSSION:

On December 2, 2021, Mayor and Council adopted an updated Strategic Plan. As part of this action, five additional strategic goals were included to be part of an overall 30 strategic goals to be implemented by 2030. One of the new strategic goals identified within the Strategic Plan is:

"Develop a bond package focused on addressing identified community priorities and needs aligned with targeted areas of investment."

To implement this goal, a proposed strategy and timeline to accomplish this was brought forth for consideration to City Council on January 4, 2022. The purpose of this presentation is to update Council on the proposed public engagement strategy.

PRIOR COUNCIL ACTION:

Adoption of an updated Strategic Plan, December 2, 2021.

AMOUNT AND SOURCE OF FUNDING:

N/A

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

DEPARTMENT HEAD:

Gvette Hernandez

For Sam Rodriguez, City Engineer

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



Legislation Text

File #: 22-180, Version: 1

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

DISTRICT, DEPARTMENT, CONTACT INFORMATION:

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

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

District 1

Economic and International Development, Karina Bragalla, (915) 212-1570

Economic and International Development, Elizabeth Triggs, (915) 212-1619

AGENDA LANGUAGE:

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

An Ordinance authorizing the City Manager to sign the Third Amendment to Ordinance No. 019146, the Contract Of Sale between the City Of El Paso and VTRE Development, LLC to extend the deadline by which the buyer must submit building permit plans; amend the property boundaries to a 29.3651 acre parcel of land generally located at the Southeast Corner of Interstate 10 and Paseo Del Norte, legally described as a portion of Lot 1, Block 1, El Paso West, as filed in Book 57, Page 6 of the plat records of El Paso County, Texas; amend the purchase price to \$12,529,215.48; and extend the closing and termination dates.

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

AGENDA DATE: February 15, 2022
PUBLIC HEARING DATE: March 1, 2022

CONTACT PERSON(S): Karina Braggalla, (915) 212-1570, braggallakx@elpasotexas.gov
Elizabeth Triggs, (915) 212-1619, triggsek@elpasotexas.gov

DISTRICT(S) AFFECTED: District 1

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

SUBGOAL: 1.1: Stabilize and expand El Paso's tax base

SUBJECT:

An ordinance authorizing the City Manager to sign the Third Amendment to the Contract Of Sale between the City Of El Paso and VTRE Development, LLC to extend the deadline by which the buyer must submit building permit plans; amend the property boundaries to a 29.3651 acre parcel of land generally located at the Southeast Corner of Interstate 10 and Paseo Del Norte, legally described as a portion of Lot 1, Block 1, El Paso West, as filed in Book 57, Page 6 of the plat records of El Paso County, Texas; amend the purchase price to \$12,529,215.48; and extend the closing and termination dates.

BACKGROUND / DISCUSSION:

On March 2, 2021, the City of El Paso and VTRE Development, LLC entered into contract of sale for a 43.594-acre parcel located at the southeastern intersection of Interstate 10 and Paseo Del Norte in El Paso's west side. Under this third amendment to the Contract of Sale, the parties agree to: 1) extend the deadline by which building permits must be submitted from 60 days to 120 days; 2) amend the total acreage as referenced in Attachment A to 29.3651 acres; 3) amend the sale price to \$12,529,215.48 to reflect the revised acreage; and 4) extend the closing and termination dates.

PRIOR COUNCIL ACTION:

On March 2, 2021, by Ordinance No. 019146 City Council approved the original Contract of Sale.

AMOUNT AND SOURCE OF FUNDING:

N/A

HAVE ALL AFFECTED DEPARTMENTS BEEN NOTIFIED? X YES ___ NO

PRIMARY DEPARTMENT: Economic and International Development

SECONDARY DEPARTMENT: Capital Improvements

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

DEPARTMENT HEAD:

Elizabeth Triggs

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

Revised 04/09/2021

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING THE CITY MANAGER TO SIGN THE THIRD AMENDMENT TO THE CONTRACT OF SALE BETWEEN THE CITY OF EL PASO AND VTRE DEVELOPMENT, LLC TO EXTEND THE DEADLINE BY WHICH THE BUYER MUST SUBMIT BUILDING PERMIT PLANS; AMEND THE PROPERTY BOUNDARIES TO A 29.3651 ACRE PARCEL OF LAND GENERALLY LOCATED AT THE SOUTHEAST CORNER OF INTERSTATE 10 AND PASEO DEL NORTE, LEGALLY DESCRIBED AS A PORTION OF LOT 1, BLOCK 1, EL PASO WEST, AS FILED IN BOOK 57, PAGE 6 OF THE PLAT RECORDS OF EL PASO COUNTY, TEXAS; AMEND THE PURCHASE PRICE TO \$12,529,215.48; AND EXTEND THE CLOSING AND TERMINATION DATES.

WHEREAS, Chapter 3(c) of the El Paso City Charter requires conveyances of real property to be exercised through an ordinance;

WHEREAS, Chapter 272 of the Texas Local Government Code allows a municipality to sell real property without notice and bidding requirements provided that the sale not be for less than fair market value as determined by an appraisal, the land is located in a reinvestment zone designated as provided by law and the municipality desires to have it developed under a project plan adopted by the municipality for the zone; and

WHEREAS, the Seller has obtained an appraisal for the Property the subject of this Agreement; and

WHEREAS, the Seller has created Tax Increment Reinvestment Zone No. 10 (TIRZ 10) pursuant to Chapter 311 of the Texas Tax Code; and

WHEREAS, the Property is located within TIRZ 10; and

WHEREAS, the City of El Paso desires to have the Property developed under the project plan adopted by the City of El Paso for TIRZ 10; and

WHEREAS, on March 2, 2021, the City of El Paso entered into a Contract of Sale with VTRE Development, LLC, as amended by that certain First Amendment to Contract of Sale dated June 25, 2021, and as amended by that Second Amendment to Contract of Sale dated December 21, 2021; and

WHEREAS, both parties wish to amend the contract of sale to modify the terms and conditions,

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

ORDINANCE NO. _____

That the City Manager, or designee, be authorized to execute the Third Amendment to Ordinance No. 019146, the Contract of Sale between the City of El Paso and VTRE Development, LLC., extending the deadline by which the Buyer must submit building permits; amending the property boundaries to a 29.3651 acre parcel of land generally located at the Southeast Corner of Interstate 10 and Paseo Del Norte, legally described as a portion of Lot 1, Block 1, El Paso West, as filed in Book 57, Page 6 of the plat records of El Paso County, Texas; amending the purchase price to \$12,529,215.48; and extending the closing and termination dates.

PASSED AND APPROVED this _____ day of _____ 2022.


CITY OF EL PASO

Oscar Leeser
Mayor

ATTEST:

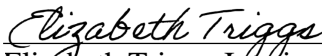
Laura D. Prine
Municipal Clerk

APPROVED AS TO FORM:



Evy Sotelo
Assistant City Attorney

APPROVED AS TO CONTENT



Elizabeth Triggs, Interim Director
Economic & International Development

ORDINANCE NO. _____

THIRD AMENDMENT TO CONTRACT OF SALE

THIS THIRD AMENDMENT TO CONTRACT OF SALE (this “**Amendment**”) is effective as of the ____ day of February, 2022 (the “**Effective Date**”), by and between the **CITY OF EL PASO**, a municipal corporation organized and existing under the laws of the State of Texas (“**Seller**”), and **VTRE DEVELOPMENT, LLC**, a Delaware limited liability company, and/or its assigns (“**Buyer**”). Seller and Buyer are sometimes hereinafter referred to collectively as the “**Parties**”.

RECITALS

A. Buyer and Seller have previously executed and delivered that certain Contract of Sale dated as of March 2, 2021, as amended by that certain First Amendment to Contract of Sale dated June 25, 2021, as amended by that Second Amendment to Contract of Sale dated December 21, 2021 (as amended, the “**Contract**”), which is the subject of Lone Star Title Company of El Paso, Inc., Escrow No. 20104305.

B. Capitalized terms appearing in this Amendment and not otherwise defined herein shall have the meanings attributed to them in the Contract.

C. Seller and Buyer hereby agree to modify and amend the terms and conditions of the Contract as set forth in this Amendment.

AGREEMENT

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto state, confirm and agree as follows:

1. **Defined Terms; Effectiveness.** Capitalized terms used in this Amendment and not defined have the meanings given in the Contract. This Amendment is effective as of the Effective Date, as defined within this Second Amendment.

2. **Section 1 (Building Permits) of the First Amendment is amended to read as follows:**

1. **Building Permits.** It shall be a condition precedent to Buyer’s obligation to proceed to the Closing that Buyer or its tenant shall have obtained a New Commercial Building Permit from Seller allowing Buyer’s tenant’s intended construction upon the Property of a distribution center for a national retailer. Buyer will submit to the City of El Paso’s Planning and Inspections Department an application for review and a complete set of building permit plans within 120 days of the Effective Date. In the event the Buyer does not submit a complete set of building permit plans for review by the Seller within 120 days of the Effective Date, then Buyer will be deemed to have waived this condition precedent to Closing.

3. **Property.** **Attachment “A”** to the Contract is deleted in its entirety and replaced with **Attachment “A”** to this Amendment. As a result of such substitution, the “Property” for purposes of the Contract will mean a 29.3651 acre parcel of land generally located at the southeast

corner of Interstate 10 and Paseo Del Norte, and legally described as a portion of Lot 1, Block 1, El Paso West, as filed in Book 57, page 6 of the Plat Records of El Paso County, Texas.

4. Purchase Price. The Purchase Price shall be \$12,529,215.48 and shall be paid by the Buyer to the Seller at Closing.

5. Section 5 (Termination) of the First Amendment, as amended in the Second Amendment is amended to read as follows:

5. Termination. If any of the conditions precedent set forth in Sections 1, 2 and 3 of the First Amendment to the Contract of Sale dated June 25, 2021 as amended by this Third Amendment, have not been satisfied within 120 calendar days after the Effective Date of this Third Amendment, then the Buyer may, in its sole discretion, either: (a) waive such conditions and proceed to Closing; or (b) terminate the Contract and receive a refund of the Deposit, whereupon the Parties shall have no further obligations under the Contract except any that expressly survive termination. In the event that Buyer has not communicated to Seller of Buyer's election within 135 calendar days after the Effective Date of this Third Amendment, then Buyer will have been deemed to have elected to terminate the Contract and receive a refund of the Deposit.

6. No Further Modifications. Except as specifically modified and amended pursuant to the terms of this Third Amendment, all terms and conditions of the Contract, First Amendment, and Second Amendment shall remain in full force and effect and are hereby affirmed by the Parties.

7. Effect of Amendment. In the event of any inconsistencies between this Third Amendment, Second Amendment, First Amendment, and the Contract, the terms of this Third Amendment shall govern and control. This Third Amendment may only be varied by a document, in writing, of even or subsequent date hereof, executed by the Parties.

8. Counterparts; Recitals. This Third Amendment may be executed in any number of counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument. The recitals hereof are incorporated herein.

9. Facsimile and Electronic Signatures. This Third Amendment may be executed by either or all Parties by facsimile or other electronic signature, and any such facsimile or electronic signature shall be deemed an original signature.

[Signature Pages Attached]

IN WITNESS WHEREOF, Seller and Buyer have executed this Amendment as of the day and year first above written.

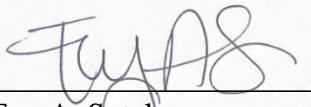
EXECUTED by Seller the ____ day of February, 2022.

SELLER:

CITY OF EL PASO, TEXAS

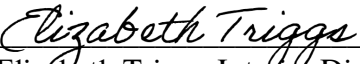
By: _____
Tomas Gonzalez
City Manager

APPROVED AS TO FORM:



Evy A. Sotelo
Assistant City Attorney

APPROVED AS TO CONTENT:



Elizabeth Triggs, Interim Director
Economic & International Development

THE STATE OF TEXAS §
 §
COUNTY OF EL PASO §

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

Notary Public, State of Texas

My commission expires:

EXECUTED by Buyer the ____ day of February, 2022.

BUYER:

VTRE DEVELOPMENT, LLC,
a Delaware limited liability company

By: _____
David M. Harrison
President

THE STATE OF MISSOURI §
 §
COUNTY OF JACKSON §

This instrument was acknowledged before me on this _____ day of February, 2022, by David M. Harrison, as President of the Buyer.

Notary Public, State of Missouri

My commission expires:

ATTACHMENT “A”

PROPERTY DESCRIPTION AND/OR DEPICTION



Legislation Text

File #: 22-176, 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, Assistant Chief Peter Pacillas, (915) 212-4308

AGENDA LANGUAGE:

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

An Ordinance amending Title 9 (Health and Safety), Chapter 9.40 (Noise), Section 9.40.020 (Applicability) to clarify the Reasonable Sensibilities Standard; Section 9.40.030 (Sound Level Violations) to clarify the maximum sound level, that sound levels apply to properties producing the noise, and the locations of sound readings; Section 9.40.040 (Vibration) to clarify that Vibration Violations can occur on any affected property; Section 9.40.070 (Penalties) to clarify that the city may seek civil action and penalties of up to \$1,000 per day; Section 9.40.080 (Enforcement) to clarify which departments have authority to enforce; the penalty as provided in Section 9.40.070 of the City Code.

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

AGENDA DATE: 02/15/22

PUBLIC HEARING DATE: 03/01/2022

CONTACT PERSON(S) NAME AND PHONE NUMBER: Assistant Chief Peter Pacillas, 915-212-4308

DISTRICT(S) AFFECTED: All

STRATEGIC GOAL: 2-Set the Standard for a Safe and Secure City

SUBGOAL: 2.1-Maintain standing as one of the nation's top safest cities.

SUBJECT:

AN ORDINANCE AMENDING TITLE 9 (HEALTH AND SAFETY), CHAPTER 9.40 (NOISE), SECTION 9.40.020 (APPLICABILITY) TO CLARIFY THE REASONABLE SENSIBILITIES STANDARD; SECTION 9.40.030 (SOUND LEVEL VIOLATIONS) TO CLARIFY THE MAXIMUM SOUND LEVEL, THAT SOUND LEVELS APPLY TO PROPERTIES PRODUCING THE NOISE, AND THE LOCATION OF SOUND READINGS; SECTION 9.40.040 (VIBRATION) TO CLARIFY THAT VIBRATION VIOLATIONS CAN OCCUR ON ANY AFFECTED PROPERTY; SECTION 9.40.070 (PENALTIES) TO CLARIFY THAT THE CITY MAY SEEK CIVIL ACTION AND PENALTIES OF UP TO \$1,000 PER DAY; SECTION 9.40.080 (ENFORCEMENT) TO CLARIFY WHICH DEPARTMENTS HAVE AUTHORITY TO ENFORCE; THE PENALTY AS PROVIDED IN SECTION 9.40.070 OF THE CITY CODE.

BACKGROUND / DISCUSSION:

PRIOR COUNCIL ACTION:

City Council passed and approved Ordinance No. 018908 on February 26, 2019, amending Chapter 9.40 of the El Paso City Code relating to noise nuisance.

AMOUNT AND SOURCE OF FUNDING:

N/A

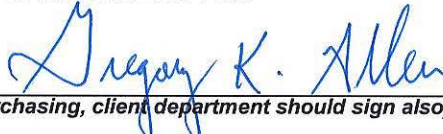
HAVE ALL AFFECTED DEPARTMENTS BEEN NOTIFIED? ☒ YES ☐ NO

PRIMARY DEPARTMENT: Police

SECONDARY DEPARTMENT: City Attorney's Office

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

DEPARTMENT HEAD: Chief Gregory K. Allen



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

ORDINANCE NO. ____

AN ORDINANCE AMENDING TITLE 9 (HEALTH AND SAFETY), CHAPTER 9.40 (NOISE), SECTION 9.40.020 (APPLICABILITY) TO CLARIFY THE REASONABLE SENSIBILITIES STANDARD; SECTION 9.40.030 (SOUND LEVEL VIOLATIONS) TO CLARIFY THE MAXIMUM SOUND LEVEL, THAT SOUND LEVELS APPLY TO PROPERTIES PRODUCING THE NOISE, AND THE LOCATION OF SOUND READINGS; SECTION 9.40.040 (VIBRATION) TO CLARIFY THAT VIBRATION VIOLATIONS CAN OCCUR ON ANY AFFECTED PROPERTY; SECTION 9.40.070 (PENALTIES) TO CLARIFY THAT THE CITY MAY SEEK CIVIL ACTION AND PENALTIES OF UP TO \$1,000 PER DAY; SECTION 9.40.080 (ENFORCEMENT) TO CLARIFY WHICH DEPARTMENTS HAVE AUTHORITY TO ENFORCE; THE PENALTY AS PROVIDED IN SECTION 9.40.070 OF THE CITY CODE.

WHEREAS, the El Paso City Council passed and approved Ordinance No. 018908 on February 26, 2019, amending Chapter 9.40 of the El Paso City Code relating to noise nuisance; and

WHEREAS, the El Paso Police Department has responded to 131 calls for police service regarding noise disturbances from April 2021 to January 2022; and

WHEREAS, the El Paso Police Department and Code Enforcement has taken approximately 2,062 readings from various business establishments from April 2021 to January 2022; and

WHEREAS, approximately 50 of the 2,062 readings, or 2.42% of total readings, resulted in violations of the El Paso City Code; and

WHEREAS, the El Paso City Council wishes to further amend Chapter 9.40 of the El Paso City Code, to clarify the requirements of the Chapter.

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

Section 1. That Title 9 (Health and Safety), Chapter 9.40 (Noise), Section 9.40.020 (Applicability), Subsection B.5. shall be amended as follows:

5. Exterior loudspeakers. Operating or permitting to be operated any loudspeaker or sound-amplifying equipment in a fixed or movable position in or upon any street, alley, sidewalk, park, place, or public or private property for the purpose of commercial advertising, giving instructions, directions, talks, addresses, lectures, or transmitting music to any persons or assemblages of persons in such a manner as to unreasonably disturb or interfere with the sleep, peace, comfort, or repose of a person of reasonable sensibilities.

Section 2. That Title 9 (Health and Safety), Chapter 9.40 (Noise), Section 9.40.030 (Sound level violations), Subsections A. and B. shall be amended and Subsection D. added as follows:

- A. It shall be unlawful for any person to conduct, permit, allow, or produce a sound that is discernable beyond the property lines of the property on which the sound is

ORDINANCE NO. _____

22-1152-1154 | PL#1146122

TITLE 9.40 – Amendment - Noise

being produced that, when measured with a sound level meter using the standardized frequency weighting as specified by the American National Standards Institute, exceeds sixty-five dB(A) between the hours of 10:00 p.m. and 7:00 a.m. daily for the property on which the sound is produced.

- B. The dB(A) levels set forth in this section apply to a property where the sound is being produced. Any sound that when measured at the property where the sound is being produced exceeds the dB(A) level set forth in this section is a violation of this chapter.
- C. Procedure. Sound levels regulated in this chapter shall be measured in accordance with a city-adopted policy.
- D. Reading Locations. The location selected for measuring noise levels shall be at the property line of the property producing the noise.

Section 3. That Title 9 (Health and Safety), Chapter 9.40 (Noise), Section 9.40.040 (Vibration), shall be amended as follows:

It shall be unlawful for any person to create, maintain or cause any ground or airborne vibration which is perceptible without instruments by a person at any point on any affected property, in such a manner as to unreasonably disturb or interfere with the sleep, peace, comfort and repose of a person of reasonable sensibilities, unless such activity is otherwise regulated under other applicable law.

Section 4. That Title 9 (Health and Safety), Chapter 9.40 (Noise), Section 9.40.070 (Penalties), Subsection 9.40.070.C. shall be amended as follows:

- C. In addition to proceeding under authority of subsections A. and B. of this section, the city is entitled to pursue all other criminal and civil remedies to which it is entitled under authority of statutes, including a civil action in accordance with Chapter 54 of the Texas Local Government Code to recover a civil penalty not to exceed \$1,000 for each day or portion of a day during which the violation is committed, continued, or permitted, or other ordinances against a person that remains in violation of this chapter.

Section 5. That Title 9 (Health and Safety), Chapter 9.40 (Noise), Section 9.40.080 (Enforcement), shall be amended as follows:

The director of the planning and inspections department, the director of code enforcement, or the police chief or their designated representatives, shall be responsible for the enforcement of this chapter.

Section 6. Except as herein amended, Title 9 (Health and Safety), Chapter 9.40 (Noise) of the El Paso City Code shall remain in full force and effect.

(Signatures begin on following page)

ORDINANCE NO. _____

22-1152-1154 | PL#1146122

TITLE 9.40 – Amendment - Noise

ADOPTED this ____ day of _____, 2022.

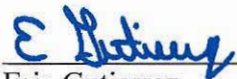
CITY OF EL PASO

Oscar Leaser
Mayor

ATTEST:

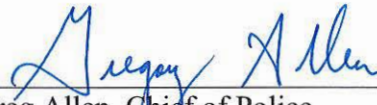
Laura D. Prine
City Clerk

APPROVED AS FORM:



Eric Gutierrez
Assistant City Attorney

APPROVED AS TO CONTENT:



Greg Allen, Chief of Police
El Paso Police Department

ORDINANCE NO. _____
22-1152-1154 | PL#1146122
TITLE 9.40 – Amendment - Noise



Legislation Text

File #: 22-216, Version: 1

CITY OF EL PASO, TEXAS
LEGISTAR AGENDA ITEM SUMMARY FORM

DISTRICT, DEPARTMENT, CONTACT INFORMATION:

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

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

All Districts

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

Planning and Inspections, Tony De La Cruz, (915) 212-1589

AGENDA LANGUAGE:

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

An Ordinance amending Title 5 (Business License and Permit Regulations), Chapter 5.03 (Amplified Sound Permit), Article I (General Provisions), Section 5.03.020 (A) and Section 5.03.020 (E) (Definitions), Article II (Permit Application Process) Section 5.03.040 (B) (3) (Permit Application Processing), Article III (Denial, Suspension, Revocation, and Appeals) Section 5.03.080 (B) (5) and Section 5.03.090 (A) (2), Article IV (Permit Standards), Section 5.03.110 (A) (Permit Standards), Article VI (Violation; Penalty) Section 5.03.130 (C) Violation and adding Section 5.03.130 (E); The penalty as provided in 5.03.130 of the El Paso City Code.

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

AGENDA DATE: February 15, 2022
PUBLIC HEARING DATE: March 1, 2022

CONTACT PERSON(S) NAME AND PHONE NUMBER: Philip F. Etiwe, (915) 212-1553
Tony De La Cruz, (915) 212-1589

DISTRICT(S) AFFECTED: All Districts

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

SUBGOAL: 3.1 Provide business friendly permitting and inspection process
3.2 Set one standard for infrastructure across the city

SUBJECT:

AN ORDINANCE AMENDING TITLE 5 (BUSINESS LICENSE AND PERMIT REGULATIONS), CHAPTER 5.03 (AMPLIFIED SOUND PERMIT), ARTICLE I (GENERAL PROVISIONS), SECTION 5.03.020(A) AND SECTION 5.03.020(E) (DEFINITIONS), ARTICLE II (PERMIT APPLICATION PROCESS) SECTION 5.03.040(B)(3) (PERMIT APPLICATION PROCESSING), ARTICLE III (DENIAL, SUSPENSION, REVOCATION, AND APPEALS) SECTION 5.03.080(B)(5) AND SECTION 5.03.090(A)(2), ARTICLE IV (PERMIT STANDARDS), SECTION 5.03.110(A) (PERMIT STANDARDS), ARTICLE VI (VIOLATION; PENALTY) SECTION 5.03.130(C) VIOLATION AND ADDING SECTION 5.03.130(E); THE PENALTY AS PROVIDED IN 5.03.130 OF THE EL PASO CITY CODE.

BACKGROUND / DISCUSSION:

Council direction to review and update the sound amplification permit ordinance for applicability and enforcement.

PRIOR COUNCIL ACTION:

City Council passed and approved Ordinance No. 018907 on February 26, 2019, amending Chapter 5.03 of the El Paso City Code relating to outdoor sound amplification.

AMOUNT AND SOURCE OF FUNDING:

N/A

HAVE ALL AFFECTED DEPARTMENTS BEEN NOTIFIED? X YES ___ NO

PRIMARY DEPARTMENT: Planning & Inspections, Planning Division

SECONDARY DEPARTMENT: City Attorney's Office

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

DEPARTMENT HEAD:

Philip Etiwe

ORDINANCE NO. _____

AN ORDINANCE AMENDING TITLE 5 (BUSINESS LICENSE AND PERMIT REGULATIONS), CHAPTER 5.03 (AMPLIFIED SOUND PERMIT), ARTICLE I (GENERAL PROVISIONS), SECTION 5.03.020(A) AND SECTION 5.03.020(E) (DEFINITIONS), ARTICLE II (PERMIT APPLICATION PROCESS) SECTION 5.03.040(B)(3) (PERMIT APPLICATION PROCESSING), ARTICLE III (DENIAL, SUSPENSION, REVOCATION, AND APPEALS) SECTION 5.03.080(B)(5) AND SECTION 5.03.090(A)(2), ARTICLE IV (PERMIT STANDARDS), SECTION 5.03.110(A) (PERMIT STANDARDS), ARTICLE VI (VIOLATION; PENALTY) SECTION 5.03.130(C) VIOLATION AND ADDING SECTION 5.03.130(E); THE PENALTY AS PROVIDED IN 5.03.130 OF THE EL PASO CITY CODE.

WHEREAS, City Code Title 5 (business License and Permit Regulations), contains various sections regarding permits for various topics;

WHEREAS, On February 26, 2019 City Council enacted Ordinance 018907 establishing a Sound Amplification Permit; and

WHEREAS, City Council now desires to amend Title 5 of the City Code in order to make revisions to improve the Sound Amplification Permit function and process.

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

Section 1. That Title 5 (Business License and Permit Regulations) Chapter 5.03 (Amplified Sound Permit) Article I (General Provisions) Section 5.03.020(A) and Section 5.03.020(E) (Definitions) be amended and replaced as follows:

5.03.020 (Definitions)

A. “Establishment” means any business entity in the City that utilizes amplification equipment at a non-residential property located within five hundred feet of a residential property as defined in this chapter, measured from the center of the outdoor area closest to the residential property, for the purpose of emitting sound to any outdoor area on the premises between the hours of 10:00 p.m. and 12:00 a.m.

E. “Outdoor Area” means any portion of the establishment premises that is not fully enclosed by permanent, solid walls and a roof, (including open roll-up-style doors, open windows, or open doors) where sound amplification equipment will be utilized for the enjoyment of establishment customers, includes fixed, non-portable structures used in conjunction with sound amplification equipment, including but not limited to stages, decks, risers, and lighting support structures.

Section 2. That Title 5 (Business License and Permit Regulations) Chapter 5.03 (Amplified Sound Permit) Article II (Permit Application Process) Section 5.03.040(B)(3) (Permit Application Processing) be amended and replaced as follows:

5.03.040 (Permit Application Processing)

B. Notification

1. On behalf of the applicant, the City must issue written notice of intent to acquire a permit to any property owner and any neighborhood association within a five hundred foot radius, measured from the center point of the outdoor area of the establishment. Each notification shall provide recipients with pertinent information to inform the city of the recipients' opportunity to provide comment on the application,

3. On behalf of the applicant, the permit official shall notify every abutting residential property owner and any other residential property owner(s) within a three hundred foot radius, measured from the center point of the outdoor area of the establishment, for the purpose of securing a written response from each notified property owner. Each notification shall provide recipients with pertinent information regarding his or her opportunity to contest an application. The written response to an opportunity to contest shall allow a person to submit evidence and specific reasons why the issuance of the permit would be detrimental to the community.

Section 3. That Title 5 (Business License and Permit Regulations) Chapter 5.03 (Amplified Sound Permit) Article III (Denial, Suspension, Revocation, and Appeals) Section 5.03.080(B)(5) (Denial) be amended and replaced as follows:

5.03.080 (Denial)

B. The permit official finds:

5. That more than twenty-five percent of the notified residential property owners within three hundred feet of the outdoor area provide the permit official with a written response contesting the permit;

Section 4. That Title 5 (Business License and Permit Regulations) Chapter 5.03 (Amplified Sound Permit) Article III (Denial, Suspension, Revocation, and Appeals) Section 5.03.090(A)(2) (Suspension and Revocation) be amended and replaced as follows:

2. Except in the case of a compliance plan approved by the permit official, during the time frame covered by the plan, the permit holder is found, after notice to the permit holder and opportunity for hearing, to be in violation of a provision of this chapter or a rule adopted under this chapter, including, but not limited to the issuance of more than two citations resulting from Chapter 9.40 of the City Code, or more than two issued violations of the permit at the establishment;

Section 5. That Title 5 (Business License and Permit Regulations) Chapter 5.03 (Amplified Sound Permit) Article IV (Permit Standards) Section 5.03.110(A) (Permit Standards) be amended and replaced as follows:

5.03.110 (Permit Standards)

A. An establishment under a permit shall be allowed to emit sound up to 65 dB(A), measured by a sound meter at the property boundary.

Section 6. That Title 5 (Business License and Permit Regulations) Chapter 5.03 (Amplified Sound Permit) Article VI (Violations; Penalty) Section 5.03.130(C) (Violation) be amended and replaced as follows:

5.03.130 (Violation)

C. The City may suspend or revoke the permit when more than two violations of Chapter 9.40 have been documented and citations issued to the permit holder at the establishment to either the establishment owner, employee, or individual in control of the establishment at the time of issuing the citation.

Section 7. That Title 5 (Business License and Permit Regulations) Chapter 5.03 (Amplified Sound Permit) Article VI (Violations; Penalty) Section 5.03.130 (Violation) be amended to add Section 5.03.130(E) as follows:

5.03.130(E) (Violation)

E. The city may, in accordance with Chapter 54 of the Texas Local Government Code, bring a civil action against a person violating a provision of this chapter. The civil action may include, but is not limited to, a suit to recover a civil penalty pursuant to Section 54.017 of the Texas Local Government Code not to exceed \$1,000 for each day or portion of a day during which the violation is committed, continued, or permitted.

Except as herein amended, Title 5 of the El Paso City Code shall remain in full force and effect.

ADOPTED this _____ day of _____, 2022.

THE CITY OF EL PASO:

Oscar Leeser, Mayor

ATTEST:

Laura D. Prine, City Clerk

(Signatures Continued on Following Page)

APPROVED AS TO FORM:

Russell Abeln

Russell T. Abeln
Assistant City Attorney

APPROVED AS TO CONTENT

Philip Etiwe

Philip F. Etiwe, Director
Planning & Inspections Department

ORDINANCE NO. _____

AN ORDINANCE AMENDING TITLE 5 (BUSINESS LICENSE AND PERMIT REGULATIONS), CHAPTER 5.03 (AMPLIFIED SOUND PERMIT), ARTICLE I (GENERAL PROVISIONS), SECTION 5.03.020(A) AND SECTION 5.03.020(E) (DEFINITIONS), ARTICLE II (PERMIT APPLICATION PROCESS) SECTION 5.03.040(B)(3) (PERMIT APPLICATION PROCESSING), ARTICLE III (DENIAL, SUSPENSION, REVOCATION, AND APPEALS) SECTION 5.03.080(B)(5) AND SECTION 5.03.090(A)(2), ARTICLE IV (PERMIT STANDARDS), SECTION 5.03.110(A) (PERMIT STANDARDS), ARTICLE VI (VIOLATION; PENALTY) SECTION 5.03.130(C) VIOLATION AND ADDING SECTION 5.03.130(E); THE PENALTY AS PROVIDED IN 5.03.130 OF THE EL PASO CITY CODE.

WHEREAS, City Code Title 5 (business License and Permit Regulations), contains various sections regarding permits for various topics;

WHEREAS, On February 26, 2019 City Council enacted Ordinance 018907 establishing a Sound Amplification Permit; and

WHEREAS, City Council now desires to amend Title 5 of the City Code in order to make revisions to improve the Sound Amplification Permit function and process.

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

Section 1. That Title 5 (Business License and Permit Regulations) Chapter 5.03 (Amplified Sound Permit) Article I (General Provisions) Section 5.03.020(A) and Section 5.03.020(E) (Definitions) be amended and replaced as follows:

5.03.020 (Definitions)

A. “Establishment” means any business entity in the City that utilizes amplification equipment at a non-residential property located within ~~three hundred fifty~~ **five hundred** feet of a residential property as defined in this chapter, measured from the center of the outdoor area closest to the residential property, for the purpose of emitting sound ~~to at~~ any outdoor area on the premises between the hours of 10:00 p.m. and 12:00 a.m.

E. “Outdoor Area” means any portion of the establishment premises that is not fully enclosed by permanent, solid walls and a roof, ~~and is identified in the sound impact plan~~ **(including open roll-up-style doors, open windows, or open doors)** where sound amplification equipment will be utilized for the enjoyment of establishment customers, includes fixed, non-portable structures used in conjunction with sound amplification equipment, including but not limited to stages, decks, risers, and lighting support structures.

Section 2. That Title 5 (Business License and Permit Regulations) Chapter 5.03 (Amplified Sound Permit) Article II (Permit Application Process) Section 5.03.040(B)(3) (Permit Application Processing) be amended and replaced as follows:

5.03.040 (Permit Application Processing)

B. Notification

1. On behalf of the applicant, the City must issue written notice of intent to acquire a permit to any property owner and any neighborhood association within a ~~three hundred fifty~~ **five hundred** foot radius, measured from the center point of the outdoor area of the establishment. Each notification shall provide recipients with pertinent information to inform the city of the recipients' opportunity to provide comment on the application,

3. On behalf of the applicant, the permit official shall notify every abutting residential property owner and any other residential property owner(s) within a ~~one hundred fifty~~ **three hundred** foot radius, measured from the center point of the outdoor area of the establishment, for the purpose of securing a written response from each notified property owner. Each notification shall provide recipients with pertinent information regarding his or her opportunity to contest an application. The written response to an opportunity to contest shall allow a person to submit evidence and specific reasons why the issuance of the permit would be detrimental to the community.

Section 3. That Title 5 (Business License and Permit Regulations) Chapter 5.03 (Amplified Sound Permit) Article III (Denial, Suspension, Revocation, and Appeals) Section 5.03.080(B)(5) (Denial) be amended and replaced as follows:

5.03.080 (Denial)

B. The permit official finds:

5. That more than twenty-five percent of the notified residential property owners within ~~one hundred fifty~~ **three hundred** feet of the outdoor area provide the permit official with a written response contesting the permit;

Section 4. That Title 5 (Business License and Permit Regulations) Chapter 5.03 (Amplified Sound Permit) Article III (Denial, Suspension, Revocation, and Appeals) Section 5.03.090(A)(2) (Suspension and Revocation) be amended and replaced as follows:

2. Except in the case of a compliance plan approved by the permit official, during the time frame covered by the plan, the permit holder is found, after notice to the permit holder and opportunity for hearing, to be in violation of a provision of this chapter or a rule adopted under this chapter, including, but not limited to the issuance of more than ~~ten~~ **two** citations resulting from Chapter 9.40 of the City Code, or more than two issued violations of the permit at the establishment;

Section 5. That Title 5 (Business License and Permit Regulations) Chapter 5.03 (Amplified Sound Permit) Article IV (Permit Standards) Section 5.03.110(A) (Permit Standards) be amended and replaced as follows:

5.03.110 (Permit Standards)

22-1152-1154/RTA

Title 5- Sound Amplification Permit

A. An establishment under a permit shall be allowed to emit sound up to ~~65 70~~ dB(A), measured by a sound meter at the property boundary.

Section 6. That Title 5 (Business License and Permit Regulations) Chapter 5.03 (Amplified Sound Permit) Article VI (Violations; Penalty) Section 5.03.130(C) (Violation) be amended and replaced as follows:

5.03.130 (Violation)

C. The City may suspend or revoke the permit when more than ~~two ten~~ violations of Chapter 9.40 have been documented and citations issued to the permit holder at the establishment to either the establishment owner, employee, or individual in control of the establishment at the time of issuing the citation.

Section 7. That Title 5 (Business License and Permit Regulations) Chapter 5.03 (Amplified Sound Permit) Article VI (Violations; Penalty) Section 5.03.130 (Violation) be amended to add Section 5.03.130(E) as follows:

5.03.130(E) (Violation)

E. ~~The city may, in accordance with Chapter 54 of the Texas Local Government Code, bring a civil action against a person violating a provision of this chapter. The civil action may include, but is not limited to, a suit to recover a civil penalty pursuant to Section 54.017 of the Texas Local Government Code not to exceed \$1,000 for each day or portion of a day during which the violation is committed, continued, or permitted.~~

Except as herein amended, Title 5 of the El Paso City Code shall remain in full force and effect.

ADOPTED this _____ day of _____, 2022.

THE CITY OF EL PASO:

Oscar Leaser, Mayor

ATTEST:

Laura D. Prine, City Clerk

APPROVED AS TO FORM:

Russell T. Abeln
Assistant City Attorney

APPROVED AS TO CONTENT

Philip F. Etiwe, Director
Planning & Inspections Department



Legislation Text

File #: 22-175, Version: 1

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

DISTRICT, DEPARTMENT, CONTACT INFORMATION:

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

District 2

Capital Improvement Department, Sam Rodriguez, (915) 212-1845

AGENDA LANGUAGE:

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

Discussion and action that the City Council approves a deductive change order in the amount of -\$343,430.79 to Arrow Building Corp. for Contract Number 2018-520R New Regional Aquatic Parks: Lost Kingdom & Chapoteo water parks.

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

AGENDA DATE: February 15, 2022

PUBLIC HEARING DATE: Not Applicable

CONTACT PERSON(S) NAME AND PHONE NUMBER:

Sam Rodriguez, Chief Operations and Transportation Officer, Aviation Director and City Engineer, (915) 212-1845

DISTRICT(S) AFFECTED: 2 & 7

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

SUB GOAL: 4.1 - Deliver bond projects impacting quality of life across the city in a timely, efficient manner

SUBJECT:

That the City Council approves a deductive change order in the amount of -\$343,430.79 to Arrow Building Corp. for Contract Number 2018-520R New Regional Aquatic Parks: Lost Kingdom & Chapoteo water parks.

BACKGROUND / DISCUSSION:

In accordance with Texas statute, any increase or decrease to the contract value exceeding \$50,000 requires approval by the governing body. This change order is to reduce the Guaranteed Maximum Price (contract value) by \$343,430.79 returning unused contingency that was incorporated in the GMP. Funds will go to the PCP Balance (savings) account and be available for use on other projects requiring additional funding.

SELECTION SUMMARY:

Construction Manager at Risk Contract was approved on April 3rd, 2018

Guaranteed Maximum Price Amendment was approved on February 5th, 2019

CONTRACT VARIANCE:

N/A

PROTEST

NA

PRIOR COUNCIL ACTION:

N/A

AMOUNT AND SOURCE OF FUNDING:

Amount: -\$343,430.79

Funding Source: Quality of Life

Account: 190 – 4800 – 29010 – 580270 – PCP13PRKC01

HAVE ALL AFFECTED DEPARTMENTS BEEN NOTIFIED? X YES NO

PRIMARY DEPARTMENT: Capital Improvement
SECONDARY DEPARTMENT: Purchasing & Strategic Sourcing

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

DEPARTMENT HEAD: *Jerry DeMuro/for*
Assistant Director Capital Improvement
Sam Rodriguez, Chief Operations and Transportation Officer, Aviation Director and City Engineer

Contract Change Order Coversheet /Checklist
City of El Paso Capital Improvements Department

Project Name: Two Regional Aquatic Parks: Chelsea & Lionel Forti Date Received: _____

Solicitation Number: 2018-520R Contractor: Arrow Building Corp.

Change Order Number: 18 Date CO was Identified: _____

Funding Type: QOL ☒ General Fund ☒ TXDOT ☐ CDBG ☐ FTA ☐ FAA ☐

Contingency: Original Budget: \$ 1,763,417.00 Current Remaining Budget: \$ 343,430.79 PO No.(s): CEP35-1900000225

Identified by: DOR ☐ Contractor ☐ User Dept. ☐ CID ☒ Other: _____

Impacts: Cost ☒ Time* ☒ (Check all that Apply)* Identify Schedule activity impacted, **attach** frag-net justifying time.

No change order shall be approved unless work is ordered in writing by the Owner Designated Rep

If written Order provided prior to formal execution of CO **attach** copy of the written directive, and justification, as why the direction was necessary prior to a formal agreement. Attach concurrence of representative having authority to execute change order(s) for the city of El Paso, Contract Specific by Resolution. If formal RFP was provided to contractor **attach** copy. If E-mail was direction provided to contractor **attach** copy.

Change order Type Check One:

Mandatory ☒ Discretionary ☐
(Mandatory Violates Written code/standard, or will not function for intended purpose) If mandatory **attach** justification, Direction from DOR and /or code/ standards references that the CO corrects, or Documentation from User Department Head explaining why the change is required.

Differing site condition: <input type="checkbox"/>	Engineering Change/Construction Deficiency: <input type="checkbox"/>
User requested change**: <input type="checkbox"/>	Substitution Contractor Initiated: <input type="checkbox"/>
Designer Directive (ASI): <input type="checkbox"/>	Error and Omission: <input type="checkbox"/>
Value Engineering Change: <input type="checkbox"/>	Quantity Adjustment: <input type="checkbox"/>

** Identify Funding source Certificate of Obligation Grant Funded Projects **attach** concurrence of Grant Funded program Director.

Justification:

This Change Order is required to do final adjustments to the GMP Value

*The PM reviewed all applications for payment and all executed change orders to review final balance of the GMP

*Time: Due to Covid 19 pandemic and restrictions impacting the critical path of the project 310 calendar days are to be added to the substantial completion date.

Method Utilized for implementing change

(Reference general conditions 2.5.2) Check all that apply

- .1 Unit Bid Prices Previously Approved ☐ (Attach Copy of supporting documents)
- .2 An Agreed upon Lump Sum ☒ (Attach record of Negotiations, and cost Analysis)
- .3 Actual Cost (Force Account Change) ☐ (Attach Detailed record as per 2.2.5.2.3)

Independent Cost Estimate prepared Yes ☐ No ☒ , Validated, Vendor Quotes, Published Data, Previously agreed Cost, Other (attach documentation of cost analysis).

Contract Change Reference: Reference Plan /Spec change, Describe Change (Attach additional sheets if necessary)

Narrative Description of Change SOW:

Reduction of GMP Per:

ARTICLE 2 - CONSTRUCTION MANAGER'S RESPONSIBILITIES

§ 2.05 Guaranteed Maximum Price Proposal

§ C. If the Owner and Construction Manager agree on a proposal, the Owner and Construction Manager shall execute the Guaranteed Maximum Price Amendment setting forth the terms of their agreement. If the Owner accepts the inclusion of a contingency fund as part of the Guaranteed Maximum Price, the Construction Manager may use the contingency fund to pay for increases to the Cost of the Work. Construction Manager will not have right or entitlement to the contingency fund and use of such funds will be subject to the prior written approval and issuance of a Change Order by the Owner. Any contingency funds remaining at the completion of the Project will be credited from the GMP.

Initial GMP: \$17,981,778.00

Total Change Orders 1 through 17: \$1,202,154.58 With in GMP

Remaining Contingency balance: \$343,430.79

Total GMP Reduction \$343,430.79

Revised GMP: \$17,638,347.21

**Unless specifically note this Change Order addresses all compensation for time and money, including an all direct and indirect cost, associated with the above scope of work.*

Existing Drawing Reference:

Existing Specification Reference:

New Drawings/Specifications Reference:

User Department Concurrence (If required)

Request by Project /Construction Manager:

Recommended for Approval by City Engineer:

N/A

Brad Thompson
Brad R. Thompson, Project Manager

Michael J. Vonasek
Michael J. Vonasek, P.E., Assistant Director Construction

Date:

Date: 1/24/2022

Date: 1/24/2026

GG
1/25/2022

CITY OF EL PASO CONSTRUCTION CHANGE ORDER

CONSTRUCTION CHANGE ORDER NO.: <u>18</u>		DATE: <u>January 20, 2022</u>	<input type="checkbox"/> SCOPE CHANGE
PROJECT: <u>Two Regional Aquatic Parks: Chelsea & Lionel Forti</u>		SOLICITATION NO. <u>2018-520R</u>	<input checked="" type="checkbox"/> CONSTRUCTION CHANGE

Original Contract Amount: \$ <u>17,981,778.00</u> Net Change by previous Change Orders: \$ <u>-</u> Net Change by previous Construction Quantity Notices: \$ <u>-</u> Amount of this Construction Change Order: \$ <u>(343,430.79)</u> New Amended Contract Amount: <u>\$17,638,347.21</u> Change Order Percentage: <u>-2%</u>	Contract Time to Substantial Completion <u>365</u> Total days added due to Change Orders and CQN's <u>7</u> Total days added for this Change Order <u>310</u> New Contract Time to Substantial Completion: <u>682</u> Current Substantial Completion Due Date <u>2/12/2021</u>
---	--

CONTRACTOR NAME: Arrow Building Corp.

Please provide a detailed scope of work of the change order (see back for reason/justification):

Reduction of GMP Per:

ARTICLE 2 - CONSTRUCTION MANAGER'S RESPONSIBILITIES

§ 2.05 Guaranteed Maximum Price Proposal

§ C. If the Owner and Construction Manager agree on a proposal, the Owner and Construction Manager shall execute the Guaranteed Maximum Price Amendment setting forth the terms of their agreement. If the Owner accepts the inclusion of a contingency fund as part of the Guaranteed Maximum Price, the Construction Manager may use the contingency fund to pay for increases to the Cost of the Work. Construction Manager will not have right or entitlement to the contingency fund and use of such funds will be subject to the prior written approval and issuance of a Change Order by the Owner. Any contingency funds remaining at the completion of the Project will be credited from the GMP.

Initial GMP: \$17,981,778.00

Total Change Orders 1 through 17: \$1,202,154.58 With in GMP

Remaining Contingency balance: \$343,430.79

Total GMP Reduction \$343,430.79

Revised GMP: \$17,638,347.21

*Unless specifically note this Change Order addresses all compensation for time and money, including an all direct and indirect cost, associated with the above scope of work.

CONSECUTIVE CALENDAR DAYS ADDED TO COMPLETION TIME: 310 **TOTAL CHANGE ORDER AMOUNT:** \$ (343,430.79)

CONTRACTOR

I, David Diaz, of Arrow Building Corp agree and accept the terms and conditions of this change order.

Signature: 

Date: 01/28/2021

CITY OF EL PASO (OWNER)

I, Sam Rodriguez, P.E. of the City of El Paso hereby authorize and direct the Contractor to proceed with additional work as described in this form.

Signature: Sam Rodriguez, P.E., City Engineer

Date: _____

CITY OF EL PASO CONSTRUCTION CHANGE ORDER- Pg. 2

CONSTRUCTION CHANGE ORDER NO.: 18

DATE: January 20, 2022

☐

SCOPE CHANGE

PROJECT: Two Regional Aquatic Parks: Chelsea & Lionel Forti

SOLICITATION NO. 2018-520R

☐

CONSTRUCTION CHANGE

Project Number*CP13PRKC011, PCP13PRKC04,

PURCHASE ORDER # CEP35-1900000225

Class 0

Department 190

Fund 560, 4690, 4710, 4740, 4800, 474

Account 0

CONTRACTOR NAME: Arrow Building Corp.

PROVIDE REASON/JUSTIFICATION FOR CHANGE ORDER:

This Change Order is required to do final adjustments to the GMP Value

*The PM reviewed all applications for payment and all executed change orders to review final balance of the GMP

*Time: Due to Covid 19 pandemic and restrictions impacting the critical path of the project 310 calendar days are to be added to the substantial completion date.

CONSECUTIVE CALENDAR DAYS ADDED TO COMPLETION TIME: 310

TOTAL CHANGE ORDER AMOUNT: \$ (343,430.79)

Project Manager recommends approval:

Brad Thompson
Brad Thompson, Project Manager

Engineering Division Manager recommends approval:

Gilbert Guerrero
Gilbert Guerrero

1/25/2022

Financing Department approval:
(If Required)

REQUEST FOR PO INCREASE/DECREASE FOR CHANGE ORDER

CONSTRUCTION CHANGE ORDER NO.: 18 DATE: January 20, 2022 ☐ INCREASE
 PROJECT: Two Regional Aquatic Parks: Chelsea & Lionel Forti SOLICITATION NO. 2018-520R ☒ DECREASE

Project Number PCP13PRKC01, PCP13PRKC01
 Class 0
 Department 190
 Fund 4500, 4560, 4690, 4710, 4740, 4
 Account 0

PURCHASE ORDER # CEP35-1900000225

CONTRACTOR NAME: Arrow Building Corp.

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

LINE	ADDED AMOUNT
1	\$ (343,430.79)

TOTAL NET CHANGE TO
PURCHASE ORDER

-343430.79

(should match cost below)

Additional funding/direction:

TOTAL CHANGE ORDER AMOUNT: -\$343,430.79

Project Manager Brad Thompson

Engineering Division Manager recommends approval: Gilbert Guerrero 1/25/2022

Contract Compliance

RESOLUTION

WHEREAS, on September 5, 2017, authorized through resolution the use of construction manager-at risk project delivery method for the Lionel Forti and Chelsea Aquatic Facilities construction project and approved for the Director of the Capital Improvement to issue a solicitation for the Project; and

WHEREAS, the City of El Paso ("City") issued a Request for Proposal as part of the construction manager-at risk project delivery method through Two Regional Aquatic Parks: Chelsea & Lionel Forti 2018-520R; and

WHEREAS, Arrow Building Corp. ("Contractor"), a Texas Corporation, submitted the proposal offering the best value for the City on the basis of the published selection criteria and on the ranking evaluations; and

WHEREAS, the City negotiated a contract with Contractor and desires to award the Two Regional Aquatic Parks: Chelsea & Lionel Forti 2018-520R for construction manager-at risk services to Contractor; and

WHEREAS, the initial contract award will commence the preconstruction services and the parties understand that an amendment to establish the Guaranteed Maximum Price for the project will be subject to City Council approval.

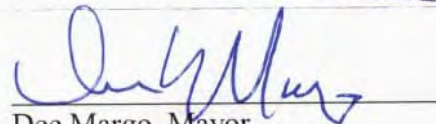
BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF EL PASO:

THAT the City Manager is authorized to execute the construction manager-at risk agreement ("Contract") between the City of El Paso and Arrow Building Corp. ("Contractor"), a Texas Corporation, for the project known as the Two Regional Aquatic Parks: Chelsea & Lionel Forti 2018-520R in an initial amount of Ten Thousand and No/100 Dollars (\$10,000.00) for preconstruction services for the Chelsea aquatic park and Ten Thousand and No/100 Dollars (\$10,000.00) for preconstruction services for the Lionel Forti aquatic center, for a total of Twenty Thousand and No/100 Dollars (\$20,000.00) for preconstruction services, and that the City Engineer is authorized to approve additional preconstruction services administratively, for an additional amount of Twenty Thousand and No/100 Dollars (\$20,000.00), if such services are necessary, for a total not to exceed preconstruction services contract amount not to exceed Forty Thousand and No/100 Dollars (\$40,000.00).


Adopted this 3rd day of April, 2018.

(Signatures begin on the following page)

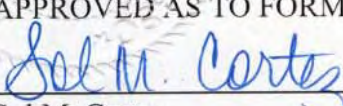
CITY CLERK DEPT.
CITY OF EL PASO: 2018 MAR 23 PM 3:12


Dee Margo, Mayor

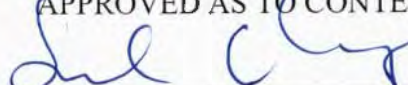
ATTEST:


Laura D. Prine, City Clerk

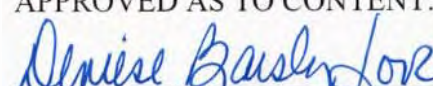

APPROVED AS TO FORM:


Sol M. Cortez
Senior Assistant City Attorney

APPROVED AS TO CONTENT:


Samuel Rodriguez, P.E., City Engineer
Capital Improvement Department

APPROVED AS TO CONTENT:

 
Bruce D. Collins, Director
Purchasing & Strategic Sourcing Dept.

4.1

STANDARD FORM OF AGREEMENT
BETWEEN OWNER AND CONSTRUCTION MANAGER AT-RISK

CITY CLERK DEPT.
2018 MAR 23 PM3:13

This Agreement is made and entered into as of the 3rd day of April, 2018 by and between the:

"Owner"

The City of El Paso
300 N. Campbell
El Paso, Texas 79901
(915) 212-2803

and

Arrow Building Corp.
6095 Surety Drive
El Paso, Texas 79905

for the following Project:

Two New Regional Aquatic Parks: Chelsea & Lionel Forti 2018-520R

The Project Design Professional is:

Parkhill, Smith & Cooper, Inc.
501 W. San Antonio
El Paso, Texas 79901

The Owner and Construction Manager agree as follows:

ARTICLE 1 - GENERAL PROVISIONS

1.01 *Contract Documents*

The Contract Documents are enumerated in the Standard Form of Agreement Between Owner and Construction Manager At-Risk (hereinafter the Agreement) and consist of the Agreement, General Conditions of the Contract, Drawings, Specifications, Addenda issued prior to execution of the Contract, performance and payment bonds, insurance rider, if any, and other documents listed in the Agreement and Modifications issued after execution of the Contract.

A Modification is (1) a written amendment to the Contract signed by both parties, (2) a Change Order, (3) a Construction Change Directive or (4) a written order for a minor change in the Work issued by the Architect. Unless specifically enumerated in the Agreement, the Contract Documents do not include the advertisement or invitation to bid, Request for Qualifications, Request for Proposal, Instructions to Bidders, sample forms, other information furnished by the Owner in anticipation of receiving bids or proposals, the Contractor's bid or proposal, or portions of Addenda relating to bidding requirements.

Upon the Owner's acceptance of the Construction Manager's Guaranteed Maximum Price proposal, the Contract Documents will also include the documents described in Section 2.04 and Section 2.05 and identified in the Guaranteed Maximum Price Amendment and revisions prepared by the Designer and furnished by the Owner. The Agreement, as described in this Section 1.01, represents the entire and integrated agreement between the Parties and supersedes prior negotiations, representations or agreements, either written or oral. If anything in the other Contract Documents, other than a Modification, is inconsistent with this Agreement, this Agreement shall govern.

1.02 *Relationship of the Parties*

The Parties each agree to proceed with the Project on the basis of mutual trust, good faith, and fair dealing. The relationship between the Parties is intended to facilitate each Party's interest in the Project but is not intended in any way to create a fiduciary obligation between them.

- A. The Construction Manager agrees to cooperate with the Owner and Designer and exercise the Construction Manager's skill and judgment in furthering the interests of the Owner. The Construction Manager shall (a) furnish efficient construction administration, management services and supervision; (b) furnish, at all times, an adequate supply of workers and materials; and (c) perform the Work in an expeditious and economical manner consistent with the Contract Documents.
- B. The Construction Manager is an independent contractor and shall not act on behalf of or in the name of the Owner except as may be provided in this Agreement or the Contract Documents and as expressly authorized by the Owner's Representative.

1.03 *Definitions*

Unless otherwise stated in this Section, the Terms used in this Agreement will have the meanings indicated in the General Conditions.

A. *Contract Documents*

The Contract Documents represent the entire and integrated agreement between the Parties and supersede prior negotiations, representations or agreements. The Contract Documents may be amended or modified only by a Modification. The Contract Documents shall not be construed to create a contractual relationship of any kind between any persons or entities other than the Owner and the Construction Manager.

- B. ***Work***
The term “Work” means the preconstruction and construction services and performance items required to fulfill the Construction Manager’s obligations under the Contract Documents, whether completed or partially completed, and includes all labor, materials, equipment and services provided or to be provided by the Construction Manager. The Work may constitute the whole or a part of the Project.
- C. ***Project***
The Project is the cumulative design and construction of the facility or improvements which the Work performed under the Contract Documents may be the whole or a part, and may include design and construction by the Owner, Designer, and by separate consultants and contractors.
- D. ***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 Designer 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.
- E. ***Submittals***
A Submittal is any submission to the Owner for review and approval demonstrating how the Construction Manager proposes to conform to the Contract Documents for those portions of the Work for which the Contract Documents require Submittals. Submittals include, but are not limited to, shop drawings, product data, and samples. Submittals are not Contract Documents unless incorporated into a Modification.
- F. ***Owner***
The Owner is the person or entity identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number. The term “Owner” means the Owner or the Owner’s authorized representative.
- G. ***Construction Manager***
A Construction Manager is a person or entity identified as such in the Agreement and is responsible for performing all or a portion of the construction required in connection with the Work for the Owner. The Construction Manager is referred to throughout the Contract Documents as if singular in number and means a Construction Manager or an authorized representative of the Construction Manager.
- H. ***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. 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.
- I. ***Designer***
The Designer is a person or entity providing design services for the Owner for all or a portion of the Work, and is lawfully licensed to practice engineering in the applicable jurisdiction.

J. *Guaranteed Maximum Price Amendment*

The Guaranteed Maximum Price ("GMP") Amendment is executed when the Construction Drawings and Specifications are ninety-five percent (95%) complete, Construction Manager provides the Owner with a GMP Proposal and Owner accepts such GMP Proposal. Upon agreement to a proposal, the Owner and Construction Manager are required to execute the GMP Amendment, which becomes a part of the Agreement. The GMP 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.

ARTICLE 2 - CONSTRUCTION MANAGER'S RESPONSIBILITIES

- 2.01 The Construction Manager shall perform all preconstruction, procurement, construction, start-up and performance testing services required by the Contract Documents. The Construction Manager shall provide all material, equipment, tools, labor, and supervision and coordination necessary to complete the Work in full accord with and reasonably inferable from the Contract Documents. The Construction Manager shall be responsible for its own construction means, methods, techniques, sequences, and procedures unless the Contract Documents provide other specific instructions or requirements.

The Construction Manager shall permit only fit and skilled persons to perform the Work. The Construction Manager shall enforce safety procedures, discipline, security, and good order among persons performing all aspects of the Work. The Construction Manager shall maintain good order and cleanliness at the site.

2.02 *General Responsibilities*

- A. The Construction Manager shall comply with any applicable licensing requirements in the jurisdiction where the Project is located.
- B. The Construction Manager, with the assistance of the Owner, shall prepare and file documents required to obtain necessary approvals of governmental authorities having jurisdiction over the Project.
- C. The Construction Manager shall designate in writing a representative who is authorized to act on the Construction Manager's behalf with respect to the Project. Such designation may not be changed without written notice to and approval of the Owner, such approval may not be unreasonably withheld.
- D. The Construction Manager shall perform the Work in strict accordance with the Contract Documents. This obligation shall be absolute. The Construction Manager shall not be relieved of the obligation to perform the Work in accordance with the Contract Documents by the activities, tests, inspections or approvals of the Owner.
1. The Construction Manager shall perform the Work in compliance with applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities. If the Construction Manager performs Work contrary to applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities, the Construction Manager shall assume responsibility for such Work and shall bear the costs attributable to correction.

2. Neither the Construction Manager nor any Subcontractor, Consultant, Engineer, Architect or Designer 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 Construction Manager determines that implementation of any instruction received from the Owner, including those from the Designer, would cause a violation of any applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, the Construction Manager shall notify the Owner and the Designer in writing. Upon verification by the Owner that a change to the Construction Documents is required to remedy the violation, the Owner and the Construction Manager shall execute a Modification in accordance with Article 4.
- E. The Construction Manager shall be responsible to the Owner for acts and omissions of the Construction Manager's employees, Consultants, Subcontractors, and their agents and employees, and other persons or entities performing portions of the Work.
- F. If part of the Work requires design, engineering, or other professional services of the Construction Manager or its consultants, or when applicable law requires that services be performed by licensed professionals, the Construction Manager 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.
- G. The Owner and Construction Manager may agree, in consultation with the Engineer, for the Construction Phase to commence prior to completion of the Preconstruction Phase, in which case, both phases will proceed concurrently. The Construction Manager shall identify a representative authorized to act on behalf of the Construction Manager with respect to the Project.
- H. *Prevailing Wage Rates*
Construction Manager and any subcontractor shall pay not less than the general prevailing wage rates contained herein in Exhibit 1, to all laborers, workmen and mechanics employed by them in the execution of this contract in accordance with the General Conditions.
- I. *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 2.

2.03 *Preconstruction Phase*

- A. The Construction Manager shall provide a preliminary evaluation of the Owner's program, schedule and construction budget requirements, each in terms of the other.
- B. The Construction Manager shall schedule and attend regular meetings with the Designer and Owner to discuss such matters as procedures, progress, coordination, and scheduling of the Work. The Construction Manager shall advise the Owner on proposed site use and improvements, selection of materials, and systems and equipment. The Construction Manager shall also provide the Owner with recommendations, consistent with the Project requirements, on constructability; availability of materials and labor; time requirements for procurement, installation and construction; 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.

- C. During the Preconstruction Phase the Construction Manager shall review the Contract Documents to ascertain whether the components of the Project and its systems may be constructed without interference with each other or other elements and components of the Project. In the event conflicts between such systems are discovered, the Construction Manager shall promptly notify the Owner and the Engineer in writing. Failure to so notify will result in a waiver of any claims for additional time or compensation by the Construction Manager to the extent such interference impacts the Project during the construction phase. Further, any claims by the Construction Manager associated with conflicts of the systems addressed in this Section during the construction phase are waived if such conflicts could have been discovered through careful examination of the Contract Documents.
- D. When Owner's Project requirements have been sufficiently identified, the Construction Manager shall prepare and periodically update a Project Schedule for the Engineer's review and the Owner's acceptance. The Construction Manager shall coordinate and integrate into the Project Schedule the services of the Engineer, the Construction Manager, the Owner and any other governmental entities having jurisdiction over the Project. As the design proceeds, the Construction Manager shall update the Project Schedule to indicate proposed activity sequencing and duration, milestones, phases of the Work, issuance of construction documents, preparation and review of submittals, delivery of materials, construction, and substantial and final completion. In preparing the Project Schedule, the Construction Manager should provide notice to the Engineer and the Owner's upon the identification of items that could affect the Project's timely completion.

2.04 Preliminary Cost Estimates

- A. Based on the preliminary design and other design criteria prepared by the Designer, the Construction Manager shall prepare preliminary estimates of the Cost of the Work or the cost of program requirements using area, volume or similar conceptual estimating techniques for the Owner's and Designer's review and Owner's approval. If the Owner or Construction Manager suggests alternative materials and systems, the Construction Manager shall provide cost evaluations of those alternative materials and systems.
- B. At the completion of the Schematic Design, Design Development and Construction Documents, and upon written notice of such phase completion by the Engineer to the Construction Manager and the Owner, the Construction Manager shall prepare and update estimates of the Cost of the Work of increasing detail and refinement and allowing for the further development of the design until such time as the Owner and Construction Manager agree on a Guaranteed Maximum Price for the Work. Such estimates shall be provided for the Owner's and Engineer's review and the Owner's approval. The Construction Manager shall inform the Owner and Engineer when estimates of the Cost of the Work exceed the latest approved Project budget and make recommendations for corrective action to reduce costs and maintain the Project budget.

2.05 Guaranteed Maximum Price Proposal

- A. When the Construction Drawings and Specifications are ninety-five percent (95%) complete, upon receipt of notice from the Engineer so indicating, the Construction Manager shall prepare a Guaranteed Maximum Price proposal for the Owner's review and acceptance. The Guaranteed Maximum Price in the proposal shall be the sum of the Construction Manager's estimate of the Cost of the Work, including contingencies described in the Contract Documents, and the Construction Manager's Fee. The Guaranteed Maximum Price proposal shall be submitted to the

Owner no later than fifteen (15) days after the ninety-five percent (95%) completion notice. The Construction Manager's Guaranteed Maximum Price Proposal shall include the following:

1. A list of the Drawings, Specifications, including all Addenda thereto, and other information, including the Construction Manager's clarifications and assumptions, upon which the Construction Manager's GMP Proposal is based;
 2. The proposed Contract Price, 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, Construction Manager's Fee, and other items that comprise the Contract Price;
 3. The proposed date the Construction Manager shall achieve Substantial Completion;
 4. An enumeration of any qualifications and exclusions, if applicable;
 5. A list of the Construction Manager's key personnel;
 6. The date on which the Construction Manager's Proposal expires (not less than 60 days), before such time that the Construction Manager may revise proposed pricing;
 7. A statement that the proposed Guaranteed Maximum Price is not based in any part on any subcontract or material supply contract which would require the Owner to compensate the Construction Manager on other than a fixed fee basis; and
 8. If Owner requests, Construction Manager shall make available for inspection the documents and information that form the basis of the Guaranteed Maximum Price proposal.
- B. Submission of the Construction Manager's GMP Proposal shall constitute a representation by the Construction Manager that it has visited the site, evaluated the conditions and features of the site, made determinations relevant to construction relating to such evaluations, and become familiar with local conditions under which the Work is to be completed.
- C. If the Owner and Construction Manager agree on a proposal, the Owner and Construction Manager shall execute the Guaranteed Maximum Price Amendment setting forth the terms of their agreement. If the Owner accepts the inclusion of a contingency fund as part of the Guaranteed Maximum Price, the Construction Manager may use the contingency fund to pay for increases to the Cost of the Work. Construction Manager will not have right or entitlement to the contingency fund and use of such funds will be subject to the prior written approval and issuance of a Change Order by the Owner. Any contingency funds remaining at the completion of the Project will be credited from the GMP.
- D. To the extent that the Drawings and Specifications are anticipated to require further development by the Designer, the Construction Manager shall provide in the Guaranteed Maximum Price for such further development consistent with the Contract Documents and reasonably inferable therefrom. Such further development does not include such things as changes in scope, systems, kinds and quality of materials, finishes or equipment, all of which, if required, shall be incorporated by Change Order.

ARTICLE 3 - WORK FOLLOWING EXECUTION OF THE GUARANTEED MAXIMUM PRICE AMENDMENT

3.01 General

Unless otherwise specified herein, all work performed pursuant to this Article shall be governed in accordance with the General Conditions.

3.02 *Construction*

- A. **Commencement.** Except as otherwise permitted in this Section, construction shall not commence prior to execution of the Guaranteed Maximum Price Amendment.
- B. If the Owner and Construction Manager agree in writing, construction may proceed prior to the execution of the Guaranteed Maximum Price Amendment. However, such authorization shall not waive the Owner's right to reject the Construction Manager's GMP Proposal.

3.03 *Concerning Subcontractors, Suppliers, and Others*

- A. The Construction Manager shall develop bidders' interest in the Project and may prequalify bidders. Any prequalification or award of subcontracts must conform with this Article 3, the General Conditions, and chapter 2269 of the Texas Government Code.
- B. All portions of the Work, other than minor work, shall be performed by trade contractors, subcontractors, or self-performed by the Construction Manager. For each major scope of work, the performing contractor shall be selected using competitive bids or competitive sealed proposals pursuant to chapter 2269 of the Texas Government Code. The Construction Manager shall submit the competitive bids or sealed proposal to the Owner for approval prior to advertising the bids or proposals. The Construction Manager shall include specific notices of the following statutory requirements in the information to bidders:
 - 1. The successful bidder's responsibility to provide workers' compensation insurance in accordance with chapter 406 of the Texas Labor Code;
 - 2. The successful bidder's responsibility to pay prevailing wages pursuant to chapter 2258 of the Texas Government Code Chapter 2258; and
 - 3. A notice of the sales tax exemption for the project and the procedure for obtaining any required exemption verification or certificates.
- C. The information required with publication in Section 3.03.B is not exclusive. The Construction Manager may include other information in such notices at its discretion or as may be required by law.
- D. On all portions of the Work for which the Construction Manager does not submit a bid or proposal, the Construction Manager and the Owner shall receive and open all bids or proposals in a manner compliant with chapter 2269 of the Texas Government Code. On any portion of the Work for which the Construction Manager submits a bid or proposal to self-perform, the Owner shall receive and open the bids or proposals, in accordance with chapter 2269 of the Texas Government Code. After opening the bids or proposals, the Owner shall meet with the Construction Manager to evaluate and rank the bidders or offerors. All bids or proposals shall be made public within seven (7) days after the date of final selection.
- E. The Construction Manager shall prepare, for the Owner's and Owner's Engineer's review and the Owner's acceptance, a procurement schedule for items that must be ordered well in advance of construction. The Construction Manager shall expedite and coordinate the ordering and delivery of materials that must be ordered well in advance of construction. If the Owner agrees to procure any items prior to the establishment of the Guaranteed Maximum Price, the Owner shall procure the items on terms and conditions acceptable to the Construction Manager. Upon the establishment of the Guaranteed Maximum Price, the Owner shall assign all contracts for these items to the Construction Manager and the Construction Manager shall thereafter accept responsibility for them.

3.04 *Consultation and Scheduling*

- A. The Construction Manager shall schedule and conduct progress meetings with the Owner, on a weekly basis, to review matters such as procedures, progress in construction, coordination, and scheduling of the Work.
- B. *Progress Reports*
1. The Construction Manager 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 Construction Manager, the Construction Manager shall submit written progress reports to the Owner. The reports shall be generated using the software specified by the Owner. The reports shall show 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 Construction Manager'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 Construction Manager.
 2. In addition, where the Contract Price is the Cost of the Work, the Construction Manager shall include the following additional information in its progress reports:
 - a. Construction Manager's work force report;
 - b. Equipment utilization report; and
 - c. Cost summary, comparing actual costs to updated cost estimates.
 3. The Construction Manager shall perform the Work in general accordance with the most recent schedules submitted to and approved by 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. Construction Manager shall request approval of Owner of any change to the approved schedule. Subcontractors completing the scope of work are also subject to the approved schedules.
 4. The Construction Manager shall exercise reasonable care in preparing schedules and estimates. The Construction Manager, however, does not warrant or guarantee estimates and schedules except as may be included as part of the Guaranteed Maximum Price. The Construction Manager is not required to ascertain that the Drawings and Specifications are in accordance with applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, but the Construction Manager shall promptly report to the Engineer and Owner any nonconformity discovered by or made known

to the Construction Manager as a request for information in such form as the Engineer may require. Any failure by Construction Manager to report known deviations or noncompliance will result in a waiver of any associated claims by the Construction Manager and shall require the Construction Manager to indemnify and hold the Owner harmless for any costs associated with the Construction Manager's failure in this regard.

3.05 *Certifications*

If applicable and upon the Owner's written request, the Construction Manager shall obtain from its Consultants and Subcontractors, and furnish to the Owner, certifications with respect to the documents and services provided by Construction Manager's Consultants and Subcontractors (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 Contract 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 Owner's Engineer shall be entitled to rely upon the accuracy of the representations and statements contained in the certifications.

3.06 *Construction Manager's Submittals*

- A. Prior to submission of any Submittals, the Construction Manager shall prepare a Submittal schedule, and shall submit the schedule for the Owner's and Designer's approval. The Owner's approval shall not unreasonably be delayed or withheld. The Submittal schedule shall (1) be coordinated with the Engineer's schedule provided in this Section, (2) allow the Owner and Designer reasonable time to review Submittals, and (3) be periodically updated to reflect the progress of the Work. If the Construction Manager fails to submit a Submittal schedule, the Construction Manager shall not be entitled to any increase in Contract Price or extension of Contract Time based on the time required for review of Submittals.
- B. By providing Submittals the Construction Manager 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 Contract Documents.
- C. The Construction Manager shall perform no portion of the Work for which the Contract Documents require Submittals until the Owner and Designer's have approved the respective Submittal.
- D. The Work shall be in accordance with approved Submittals. Work done in compliance of an approved Submittal does not relieve the Construction Manager of its responsibility to perform the Work consistent with the requirements of the Contract Documents and the design intent if the Work subject to an approved Submittal fails or is deemed defective by the Owner or Owner's Engineer. The Work may deviate from the Contract Documents only if the Construction Manager has notified the Owner and Owner's Engineer in writing of a deviation from the Contract Documents at the time of the Submittal and a Modification is executed authorizing the identified deviation. The Construction Manager shall not be relieved of responsibility for errors or omissions in Submittals or by the Owner's or Designer's approval of the Submittals.
- E. Any professional design services or certifications to be provided by the Construction Manager, 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 Owner's Engineer shall be entitled to rely upon the adequacy, accuracy and completeness of the services, certifications or approvals performed by such design professionals. All design work product shall be generated using the software specified by Owner.

ARTICLE 4 - CHANGES IN THE WORK

4.01 *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. No change in the Work, whether by way of alteration or addition to the Work, shall be the basis of an addition to the Guaranteed Maximum Price or a change in the Contract Time unless and until such alteration or addition has been authorized by a Change Order executed and issued in accordance with and in strict compliance with the requirements of the Contract Documents. This requirement is of the essence of the Contract Documents. Accordingly, no course of conduct or dealings between the parties, nor express or implied acceptance of alterations or additions to the Work, and no claim that the Owner has been unjustly enriched by any alteration or addition to the Work, whether or not there is in fact any such unjust enrichment, shall be the basis for any claim to an increase in the Guaranteed Maximum Price or change in the Contract Time.

ARTICLE 5 - OWNER'S RESPONSIBILITIES

5.01 *General*

The Owner's responsibilities shall be governed in accordance with the General Conditions.

ARTICLE 6- CONTRACT TIME AND COMPLETION

6.01 *General*

The Construction Manager'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 Contract 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 Project Schedule are of the essence. By executing the Guaranteed Maximum Price Amendment the Construction Manager confirms that the Contract Time is a reasonable period for performing the Work.
- B. The Construction Manager 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 Construction Manager's failure to obtain insurance required under this Contract.
- C. The Construction Manager 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. The date of commencement, as that term is used in the Contract Documents, shall mean the commencement of the Construction Phase which will be evidenced by the Owner's acceptance of the Construction Manager's Guaranteed Maximum Price proposal or the Owner's issuance of a Notice to Proceed, whichever occurs earlier.

- E. The Contract Time shall be measured from the date of commencement.
- F. **Substantial Completion.** The Construction Manager 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 Construction Manager 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 Construction Manager 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 Construction Manager 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.

6.02 *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 6.02 does not preclude recovery of damages for delay by Owner under other provisions of the Contract Documents.
- C. The Construction Manager shall receive no financial compensation for delay or hindrance of the Work. In no event shall the Owner be liable to the Construction Manager 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 Construction Manager'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 Construction Manager.
- D. 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.
- E. 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 Construction Manager'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)

- F. For the duration of the Contract, the Construction Manager 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 Construction Manager'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 Construction Manager, 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.

G. *Liquidated Damages*

The Construction Manager 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 Construction Manager further acknowledges and agrees that, if the Construction Manager fails to substantially, or cause the Substantial 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 Construction Manager agree that, if the Construction Manager shall neglect, fail, or refuse to achieve substantial completion of the Work by the Substantial Completion date, subject to proper extension granted by the Owner, then the Construction Manager agrees to pay the Owner as liquidated damages ("Liquidated Damages"), not as a penalty, for the damages that would be suffered by Owner as a result of delay the sum of:

- TBD and no/00 dollars for each consecutive calendar day after the date of Substantial Completion in which the Work is not completed.

ARTICLE 7 - CONTRACT PRICE

7.01 *General*

Owner shall pay Construction Manager in accordance with the General Conditions a Contract Price equal to Construction Manager'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 7.05 hereof and any adjustments made in accordance with the General Conditions.

7.02 *Construction Manager's Fee*

- A. Construction Manager's Fee shall be TBD% of the Cost of the Work as defined in Section 7.03, and as adjusted in accordance with Section 7.02.B below, and less any applicable discounts, rebates, refunds and other amounts received from the sale of surplus materials and equipment. Such Fee shall not be earned with respect to Construction Manager's in-house personnel. Soft Costs and travelling and lodging expenses and bonding and insurance cost as set forth in

the Proposal of Construction Manager attached hereto. Such Soft Costs include (i) project manager, (ii) accounting personnel and services, (iii) construction supervisor, (iv) travel and out-of-office living expenses, including airfare, lodging, food, ground transportation, (v) administrative or overhead costs and expenses related to insurance and bonding not specifically by the Contract Documents.

- B. Construction Manager'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 Construction Manager shall receive a Fee of TBD % of the additional Costs of the Work incurred for that Change Order, exclusive of Construction Manager's Soft Costs as defined in Section 7.02.A.
 - 2. For deductive Change Orders, including deductive Change Orders arising from both additive and deductive items, Construction Manager shall receive a fee of TBD % on that portion of the Cost of Work that is eliminated by any deductive Change Order.
- C. Amounts due for self-performed work shall include in The Cost of the Work a lump-sum cost for work competitively bid and awarded in accordance with the terms of this Agreement. For such scopes, the Construction Manager may not exceed five percent (5%) overhead and five percent (5%) profit in the lump sum amount.
- D. For any self-performance of minor work that is not subject to competitive bidding, Section 7.03 will control.

7.03 *Cost of the Work*

The term Cost of the Work shall mean costs reasonably incurred by Construction Manager in the proper performance of the Work. The Cost of the Work shall include only the following:

- A. Fees for direct employees of Construction Manager performing the Work at the Site or, with Owner's agreement, at locations off the Site, calculated at the prevailing rates for such personnel.
- B. Fees for Construction Manager'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 prevailing rates for such personnel.
- C. Fees for Construction Manager's personnel stationed at Construction Manager's principal offices, but only to the extent said personnel are identified and compensated in accordance with the prevailing rates for such personnel.
- D. The reasonable portion of the cost of travel, accommodations and meals for Construction Manager's personnel necessarily and directly incurred in connection with the performance of the Work.
- E. Payments properly made by Construction Manager to Subcontractors for performance of portions of the Work, including any insurance and bond premiums incurred by Subcontractors.

- 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 Construction Manager, including the costs of transporting, inspecting, testing, handling, installing, maintaining, dismantling and removing such items. Costs for items not fully consumed by the Construction Manager shall mean fair market value. The actual cost of such excess materials as was originally billed to Owner shall be credited to the Owner as a deduction from the Cost of the Work.
- 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 Construction Manager at the Site, whether rented from Construction Manager or others, and incurred in the performance of the Work. The total rental cost of any Construction Manager-owned item may not exceed the purchase price of any comparable item. Rates of Construction Manager-owned equipment and quantities of equipment shall be subject to the Owner's prior approval.
- K. Premiums for insurance and bonds 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 Construction Manager that effect, no such taxes shall apply. The Construction Manager shall use that certificate to exempt any purchases made for the Work from otherwise applicable taxes. As such, the Construction Manager shall not include in the Guaranteed Maximum Price any sales, consumer, use and similar taxes for the Work provided by the Construction Manager which are exempted because of the Owner's tax exempt status. Subject to the above terms, the Construction Manager shall pay sales, consumer, use and similar taxes that are legally enacted, whether yet effective, at the time the Guaranteed Maximum Price Amendment is executed.
- N. Costs for permits, royalties, licenses, tests and inspections incurred by Construction Manager as a requirement of the Contract Documents.
- O. Deposits which are lost, except to the extent caused by Construction Manager'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 Construction Manager or anyone performing Work on its behalf.
- 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 Construction Manager to provide the payment and performance bonds, warranties and guarantees with respect to the Work as provided herein.
- U. Costs paid or incurred by the Construction Manager as labor burden for payroll taxes, insurance, and customary benefits such as sick leave, medical and health benefits, holidays, vacations and pensions, provided such costs are based on wages and salaries included in the Cost of the Work under Section 7.03, and provided that such costs are directly attributable to work performed on this Project only and provided further that such costs do not exceed Twenty five percent (25%) of such wages and salaries.
- V. Fees of laboratories for tests required by the Contract Documents, except those related to defective or nonconforming Work for which reimbursement is excluded by Section 14.03 of the General Conditions or by other provisions of the Contract Documents, and which do not fall within the scope of Section 7.03.

7.04 Non-Reimbursable Costs The following shall be excluded from the Cost of the Work:

- A. Compensation for Construction Manager's personnel stationed at Construction Manager's principal or branch offices, except as provided for in Sections 7.03.A, 7.03.B and 7.03.C hereof.
- B. Overhead and general expenses, except as provided for in Section 7.03 hereof, or which may be recoverable for changes to the Work.
- C. The cost of Construction Manager'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 Construction Manager, 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.
- F. Costs for services incurred during the Preconstruction Phase.
- G. Construction Manager's fee of __% on all self-performed scopes of work competitively bid and awarded to the Construction Manager.

7.05 The Guaranteed Maximum Price ("GMP")

- A. *GMP Established Upon Execution of this Agreement*
Construction Manager guarantees that the total charge to Owner for completion of all Work shall not exceed the GMP of TBD Dollars (\$_____). Construction Manager 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.

- 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 Cost of Work in accordance with Article 4.
- C. In the event of any "buy out" transactions, agreements by the Construction Manager with a subcontractor for the subcontractor's cost of its portion of the Work, or other savings due to early completion or value engineering after execution of the Guaranteed Maximum Price addendum, then such savings shall be shared with the Owner in the following percentages: 50% to Owner, 50% to Construction Manager up to an amount not exceed \$150,000.00. Said savings shall be memorialized by appropriate change order. Documentation regarding such "buy out" transactions/agreements shall be subject to the Owner's audit and inspection rights set forth in the General Conditions.

ARTICLE 8 - COMPENSATION AND PROGRESS PAYMENTS

8.01 *General*

Payments to Construction Manager are governed in accordance with this Article and the General Conditions.

- A. Construction Manager shall submit to Owner on the twenty fifth (25th) day of each month, beginning with the first month after the Date of Commencement, Construction Manager'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 Construction Manager's Fee under Section 7.02.A hereof is a fixed amount, the amount of Construction Manager's Fee to be included in Construction Manager'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 Construction Manager's Fee.
- D. All payments to Construction Manager exclusive of those made directly by Owner to any vendor to Construction Manager will be made by electronic transfer to Construction Manager's bank account. Construction Manager shall promptly provide Owner with wire transfer instructions for the making of such wire transfers to Construction Manager's bank account.

8.02 *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 Guaranteed Maximum Price Amendment.

8.03 *Interest*

Timeliness and interest due on payments to the Construction Manager are subject to and controlled by Chapter 2251 of the Texas Government Code.

8.04 *Compensation for Work Performed Prior To Execution of Guaranteed Maximum Price Amendment*

- A. For the Construction Manager's performance of Work prior to the execution of the Guaranteed Maximum Price Amendment, the Owner shall compensate the Construction Manager as follows:

- B. Construction Manager shall be compensated an amount of Ten Thousand and No/100 Dollars (\$10,000.00) for the preconstruction services for the Chelsea aquatic park and Ten Thousand and No/100 Dollars (\$10,000.00) for the preconstruction services provided for the Lionel Forti aquatic park, for a total of Twenty Thousand and No/100 dollars (\$20,000.00) for preconstruction services provided prior to execution of the Guaranteed Maximum Price Amendment. However, should this Agreement be terminated prior to the construction phase, Construction Manager shall be **compensated in** accordance with the General Conditions.
- C. Payments to the Construction Manager Prior To Execution of Guaranteed Maximum Price Amendment **are due and payable to Construction Manager subject to the timeliness and interest provisions in the Government Code Chapter 2251.**
- D. If the Owner terminates the Contract after the commencement of the Construction Phase but prior to the execution of the Guaranteed Maximum Price Amendment, the Owner shall pay to the Construction Manager an amount calculated as follows, which amount shall be in addition to any compensation paid to the Construction Manager under Section 8.04.B:
 - 1. Take the Cost of the Work incurred by the Construction Manager to the date of termination;
 - 2. Add the Construction Manager's Fee computed upon the Cost of the Work to the date of termination at the rate stated in Section 7.02; and
 - 3. Subtract the aggregate of previous payments made by the Owner for Construction Phase services.

8.05 *Contract Price and Payment for Work Performed After Execution of Guaranteed Maximum Price Amendment*

- A. For the Construction Manager's performance of the Work after execution of the Guaranteed Maximum Price Amendment, the Owner shall pay to the Construction Manager the Contract Price in current funds as agreed Section 7.02 herein and in the Guaranteed Maximum Price 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 Contract Documents.
- B. Should this Agreement be terminated after execution of the Guaranteed Maximum Price Amendment, Construction Manager shall be compensated in accordance with the terms contained in the General Conditions.

8.06 *Construction Trust Funds*

- A. Construction Manager 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 Construction Manager to pay any consultants and subcontractors that may be due payment pursuant to the schedule of values.

ARTICLE 9 - PAYMENT APPLICATIONS

- 9.01 After execution of the Guaranteed Maximum Price 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.

- 9.02 *Contract Price*
The Contract Price is stated in the Guaranteed Maximum Price Amendment.
- 9.03 *Applications for Payment*
Applications for Payment shall be governed in accordance with the General Conditions.
- 9.04 *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 Construction Manager shall pay each consultant, subcontractor, and other person or entity providing services or work for the Construction Manager no later than the time period required by the General Conditions.
- 9.05 *Failure of Payment*
Failure of payment by Owner within the time limits required by the General Conditions shall entitle the Construction Manager to the remedies contained in Article 16 of the General Conditions.

ARTICLE 10 - FINAL COMPLETION

- 10.01 Final completion shall be governed in accordance with the General Conditions, except as otherwise set forth in this Article.
- A. Timely final completion is an essential condition of this contract. Construction Manager 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 11 - OWNERSHIP OF WORK PRODUCT, COPYRIGHTS AND LICENSES

- 11.01 Ownership of work product, copyrights and licenses, if applicable, shall be governed in accordance with the General Conditions.

ARTICLE 12- CLAIMS AND DISPUTE RESOLUTION

- 12.01 General Claims and dispute resolution will be governed in accordance with the General Conditions.
- 12.02 *Mutual Waiver of Consequential Damages* - Excluding losses covered by insurance required by the Contract Documents, the Owner and Construction Manager 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 Construction Manager 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 13 - BONDS AND INSURANCE

13.01 *Insurance*

Construction Manager and Owner shall procure the insurance coverages set forth in the Insurance Exhibit 3 attached hereto and in accordance with Article 6 of the General Conditions.

13.02 *Bonds and Other Performance Security*

In accordance with Article 6 of the General Conditions and Texas Government Code chapter 2253, Construction Manager shall provide performance bond and labor and material payment bonds.

ARTICLE 14 - MISCELLANEOUS PROVISIONS

14.01 *Governing Law*

The Contract shall be governed by the law of the state of Texas.

14.02 *Venue*

This Agreement is entered into and performed in El Paso County, Texas, and the Construction Manager 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.

14.03 *Successors and Assigns*

The Owner and Construction Manager, respectively, bind themselves, their partners, successors, assigns and legal representatives to the covenants, agreements and obligations contained in the Contract 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.

14.04 *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.

14.05 *Rights and Remedies*

- A. Duties and obligations imposed by the Contract 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 Construction Manager 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.

14.06 *Interpretation*

Unless otherwise stated in the Contract Documents, words which have well-known technical or construction industry meanings are used in the Contract Documents in accordance with such recognized meanings.

This Agreement is entered into as of the day and year written above ("The Date of Execution");
Arrow Building Corp.

CITY CLERK DEPT.
2018 MAR 23 PM3:14

for
OWNER

CONSTRUCTION MANAGER

By: Cary S. Westin
Title: Deputy City Manager

By: David McGlohon
Title: President



Legislation Text

File #: 22-183, Version: 1

CITY OF EL PASO, TEXAS
LEGISTAR AGENDA ITEM SUMMARY FORM

DISTRICT, DEPARTMENT, CONTACT INFORMATION:

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

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

District 2

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

Purchasing and Strategic Sourcing, Claudia A. Garcia, (915) 212-1218

AGENDA LANGUAGE:

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

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

Award Summary:

Discussion and action on the award of Solicitation 2022-0377 Trowbridge Drive Improvements to J.A.R CONCRETE, INC. DBA J.A.R CONSTRUCTION, INC. for a total estimated award of \$891,196.90. The project consists of street improvements on Trowbridge Drive between Alley East of Pershing Drive and 50 lineal feet from Gateway US-54.

Department:	Capital Improvement
Award to:	J.A.R CONCRETE, INC. DBA J.A.R CONSTRUCTION, INC. El Paso, TX
Item(s):	Base Bid I, Base Bid II, and Additive Alternate 1
Initial Term:	395 Consecutive Calendar Days
Base Bid I:	\$526,683.00
Base Bid II:	\$250,684.20
Additive Alternate 1:	\$113,829.70
Total Estimated Award:	\$891,196.90
Funding Source:	Community Development Block Grant & Street Resurfacing
Accounts:	471-2400-71240-580270-G7144CD51 532-2560-32040-522270-P22STYR3ART
District(s):	2

This is a Low Bid procurement, unit price contract.

The Purchasing & Strategic Sourcing and Capital Improvement Departments recommend award as indicated to J.A.R CONCRETE, INC. DBA J.A.R CONSTRUCTION, INC., the lowest responsive and responsible bidder and that Del Mar Contracting, Inc. be deemed non-responsible for failure to provide proper documentation a

satisfactory performance record.

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

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

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

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

AGENDA DATE: February 15, 2022

PUBLIC HEARING DATE: Not Applicable

CONTACT PERSON(S) NAME AND PHONE NUMBER:

Sam Rodriguez, Chief Operations and Transportation Officer, Aviation Director
and City Engineer, (915) 212-1845

Claudia A. Garcia, Interim Director of Purchasing & Strategic Sourcing,
(915) 212-1218

DISTRICT(S) AFFECTED: 2

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

SUBGOAL: 7.2 – Improve competitiveness through infrastructure improvements impacting the
quality of life

SUBJECT:

Discussion and action on the award of solicitation 2022-0377 Trowbridge Drive Improvements to J.A.R
CONCRETE, INC. DBA J.A.R CONSTRUCTION, INC. for a total estimated award of \$891,196.90

BACKGROUND / DISCUSSION:

The project consists of street improvements on Trowbridge Drive between Alley East of Pershing Drive and 50
lineal feet from Gateway US-54. enhancing the outlook of parkways and will include the addition of disability
ramps in order to improve pathways and pedestrian accessibility. The scope of work will include but not limited
to the demolition of existing sidewalk, driveways and appurtenances curb and gutter, milling existing 2" thick
asphalt pavement. Roadway improvements shall consist of new pavement structure consisting of Hot Mix
Asphaltic Concrete (HMAC), striping. Improvements will also include new ADA/TAS compliant sidewalks and
ramps, landscape and irrigation system and installation of traffic signs.

SELECTION SUMMARY:

Solicitation was advertised on December 21, 2021, December 28, 2021. The solicitation was posted on City
website on December 21, 2021. The email (Purmail) notification was sent out on December 23, 2021. There
was a total of Ninety (90) viewers online; Nine (9) bids were received; all from local suppliers.

CONTRACT VARIANCE:

N/A

PROTEST

No protest received for this requirement.

PRIOR COUNCIL ACTION:

N/A

AMOUNT AND SOURCE OF FUNDING:

Amount: \$891,196.90

Funding Source: Community Development Block Grant & Street Resurfacing

Account: 471-2400-71240-580270-G7144CD51

Account: 532-2560-32040-522270-P22STYR3ART

HAVE ALL AFFECTED DEPARTMENTS BEEN NOTIFIED? ☒ YES ☐ NO

PRIMARY DEPARTMENT: Capital Improvement
SECONDARY DEPARTMENT: Purchasing & Strategic Sourcing

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

DEPARTMENT HEAD:

Michael J. Vonasek

Michael J. Vonasek, P.E.

For Sam Rodriguez, Chief Operations and Transportation Officer, Aviation Director and City Engineer
Assistant Director of Construction

**COUNCIL PROJECT FORM
(Low Bid)**

*******POSTING LANGUAGE BELOW*******

Please place the following item on the **REGULAR AGENDA** for the Council Meeting of **FEBRUARY 15, 2022**

STRATEGIC GOAL 7 – Enhance and Sustain El Paso’s Infrastructure Network

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

Award Summary:

Discussion and action on the award of solicitation 2022-0377 Trowbridge Drive Improvements to J.A.R CONCRETE, INC. DBA J.A.R CONSTRUCTION, INC. for a total estimated award of \$891,196.90. The project consists of street improvements on Trowbridge Drive between Alley East of Pershing Drive and 50 lineal feet from Gateway US-54.

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District(s):	2

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The Purchasing & Strategic Sourcing and Capital Improvement Departments recommend award as indicated to J.A.R CONCRETE, INC. DBA J.A.R CONSTRUCTION, INC., the lowest responsive and responsible bidder and that Del Mar Contracting, Inc. be deemed non-responsible for failure to provide proper documentation a satisfactory performance record.

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.

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

Contact person:

Purchasing & Strategic Sourcing, Claudia A. Garcia, (915) 212-1218
Capital Improvement, Sam Rodriguez, (915) 212-0065

2022-0377 Trowbridge Drive Improvements Bid Tab Summary						
	Bidder's Name	Base Bid I Plus Mobilization	Base Bid II Plus Mobilization	Sum Total Base Bid I Plus Base Bid II	Additive Alternate 1	Sum Total Base Bid I Plus Base Bid II Plus Additive Alternate 1
1	Del Mar Contracting, Inc.	\$ 498,393.00	\$ 194,108.00	\$ 692,501.00	\$ 91,197.20	\$ 783,698.20
2	J.A.R Concrete, Inc. dba J.A.R Construction, Inc.	\$ 526,683.00	\$ 250,684.20	\$ 777,367.20	\$ 113,829.70	\$ 891,196.90
4	Allen Concrete, LLC	\$ 567,156.15	\$ 281,205.35	\$ 848,361.50	\$ 136,661.74	\$ 985,023.24
6	Martinez Bros Contractors, LLC	\$ 607,246.29	\$ 286,941.00	\$ 894,187.29	\$ 152,638.86	\$ 1,046,826.15
5	Black Stallion Contractors	\$ 598,181.98	\$ 278,645.60	\$ 876,827.58	\$ 209,630.42	\$ 1,086,458.00
7	Horizone Construction 1, Ltd	\$ 616,409.57	\$ 288,884.26	\$ 905,293.83	\$ 189,118.67	\$ 1,094,412.50
3	HAWK Construction	\$ 494,000.00	\$ 339,000.00	\$ 833,000.00	\$ 423,248.00	\$ 1,256,248.00
8	Spartan Construction of Texas, Inc.	\$ 744,506.53	\$ 394,600.01	\$ 1,139,106.54	\$ 151,084.74	\$ 1,290,191.28
9	AAA General Contractors, LLC	\$ 810,572.30	\$ 374,933.26	\$ 1,185,505.56	\$ 150,075.11	\$ 1,335,580.67



**CITY OF EL PASO
BID TABULATION FORM**



BID TITLE: Trowbridge Drive Improvements								BID NO: 2022-0377	
BID DATE: February 2, 2022								DEPARTMENT: Capital Improvement	
				AAA General Contractors, LLC El Paso, TX Bidder 1 of 9		Allen Concrete, LLC El Paso, TX Bidder 2 of 9		Black Stallion Contractors El Paso, TX Bidder 3 of 9	
Item No.	Approx. Quantity	Unit	Brief Description of Item	Unit Price (In Figures)	Total Amount (Quantity X Unit Price) Do Not Round Only Two Decimals	Unit Price (In Figures)	Total Amount (Quantity X Unit Price) Do Not Round Only Two Decimals	Unit Price (In Figures)	Total Amount (Quantity X Unit Price) Do Not Round Only Two Decimals
UNIT PRICE SCHEDULE: BASE BID									
1	Left Blank Intentionally								
2	1	LS	CONSTRUCTION STAKING PERFORMED BY RPLS	\$ 14,545.22	\$ 14,545.22	\$ 8,500.00	\$ 8,500.00	\$ 9,350.00	\$ 9,350.00
3	1	LS	PRE-CONSTRUCTION AND POST-CONSTRUCTION VIDEO TAPING OF ENTIRE PROJECT SITE AND ALL OTHER PROJECT AREAS	\$ 727.26	\$ 727.26	\$ 2,500.00	\$ 2,500.00	\$ 2,750.00	\$ 2,750.00
4	9	MO	PROVIDE AND MAINTAIN APPROVED TRAFFIC AND PEDESTRIAN CONTROL	\$ 7,272.61	\$ 65,453.49 Contractor's price \$65,453.48	\$ 3,500.00	\$ 31,500.00	\$ 7,150.00	\$ 64,350.00
5	1	LS	IMPLEMENTATION OF SW3P BEST MANAGEMENT PRACTICES	\$ 11,636.17	\$ 11,636.17	\$ 16,000.00	\$ 16,000.00	\$ 9,900.00	\$ 9,900.00
6	1,979	SY	DEMOLITION, REMOVAL, AND DISPOSAL OF EXISTING SIDEWALKS, DRIVEWAYS, ADA RAMPS, PARKWAY MATERIAL INCLUDING TREES AND BOULDERS, MISCELLANEOUS CONCRETE, AND APPURTENANCES	\$ 19.64	\$ 38,867.56 Contractor's price \$38,859.73	\$ 48.76	\$ 96,496.04	\$ 13.20	\$ 26,122.80
7	3,686	LF	DEMOLITION, REMOVAL, AND DISPOSAL OF EXISTING CURB & GUTTER AND HEADER CURB	\$ 7.27	\$ 26,797.22 Contractor's price \$26,806.84	\$ 2.50	\$ 9,215.00	\$ 3.30	\$ 12,163.80
8	3,890	LF	FURNISH AND INSTALL 4-INCH ROLLED CURB	\$ 18.91	\$ 73,559.90 Contractor's price \$73,555.17	\$ 15.50	\$ 60,295.00	\$ 16.50	\$ 64,185.00
9	18	EA	FURNISH AND INSTALL 6-INCH REINFORCED CONCRETE RESIDENTIAL DRIVEWAYS WITH RIGHT OF ENTRY, COMPLETE IN PLACE	\$ 4,943.40	\$ 88,981.20 Contractor's price \$88,981.13	\$ 1,800.00	\$ 32,400.00	\$ 3,630.00	\$ 65,340.00
10	16	EA	FURNISH AND INSTALL 6-INCH REINFORCED CONCRETE RESIDENTIAL DRIVEWAYS, COMPLETE IN PLACE	\$ 4,943.40	\$ 79,094.40 Contractor's price \$79,094.34	\$ 1,500.00	\$ 24,000.00	\$ 3,300.00	\$ 52,800.00



**CITY OF EL PASO
BID TABULATION FORM**



BID TITLE: Trowbridge Drive Improvements									
BID DATE: February 2, 2022									
BID NO: 2022-0377									
DEPARTMENT: Capital Improvement									
				AAA General Contractors, LLC El Paso, TX Bidder 1 of 9		Allen Concrete, LLC El Paso, TX Bidder 2 of 9		Black Stallion Contractors El Paso, TX Bidder 3 of 9	
Item No.	Approx. Quantity	Unit	Brief Description of Item	Unit Price (In Figures)	Total Amount (Quantity X Unit Price) Do Not Round Only Two Decimals	Unit Price (In Figures)	Total Amount (Quantity X Unit Price) Do Not Round Only Two Decimals	Unit Price (In Figures)	Total Amount (Quantity X Unit Price) Do Not Round Only Two Decimals
UNIT PRICE SCHEDULE: BASE BID									
11	2,340	SY	FURNISH AND INSTALL 4-INCH REINFORCED CONCRETE SIDEWALKS	\$ 77.89	\$ 182,262.60 Contractor's price \$182,261.77	\$ 41.00	\$ 95,940.00	\$ 56.10	\$ 131,274.00
12	10	EA	FURNISH AND INSTALL TRAFFIC ISLAND	\$ 10,385.29	\$ 103,852.90 Contractor's Price \$103,852.86	\$ 1,800.00	\$ 18,000.00	\$ 2,750.00	\$ 27,500.00
13	14	EA	FURNISH AND INSTALL RENFORCED ADA RAMPS COMPLETE IN PLACE	\$ 1,745.43	\$ 24,436.02 Contractor's price \$24,435.97	\$ 2,250.00	\$ 31,500.00	\$ 1,100.00	\$ 15,400.00
14	1	EA	FURNISH AND INSTALL FIRE HYDRANT RELOCATION	\$ 14,545.22	\$ 14,545.22	\$ 9,350.00	\$ 9,350.00	\$ 9,350.00	\$ 9,350.00
15	3	EA	FURNISH AND INSTALL TRAFFIC SIGNAGE WITH BREAKAWAY TRINAGULAR BASE, SIGN, POLES, AND FOUNDATION COMPLETE IN PLACE	\$ 509.08	\$ 1,527.24 Contractor's price \$1,527.25	\$ 1,386.00	\$ 4,158.00	\$ 1,045.00	\$ 3,135.00
16	150	SF	FURNISH AND INSTALL 2-4 - INCH TRAIL MIX	\$ 13.09	\$ 1,963.50 Contractor's price \$1,963.60	\$ 6.50	\$ 975.00	\$ 40.70	\$ 6,105.00
17	1	LS	FURNISH AND INSTALL MINOR GRADING	\$ 1,745.43	\$ 1,745.43	\$ 1,500.00	\$ 1,500.00	\$ 4,950.00	\$ 4,950.00
18	16	EA	FURNISH AND INSTALL 5 GALLON SHRUBS	\$ 145.45	\$ 2,327.20 Contractor's price \$2,327.23	\$ 38.00	\$ 608.00	\$ 36.30	\$ 580.80
19	8	EA	FURNISH AND INSTALL 1 GALLON SHRUBS	\$ 145.45	\$ 1,163.60 Contractor's Price \$1,163.62	\$ 25.00	\$ 200.00	\$ 20.90	\$ 167.20
20	1	LS	FURNISH AND INSTALL AUTOMATIC IRRIGATION SYSTEM	\$ 11,636.17	\$ 11,636.17	\$ 65,000.00	\$ 65,000.00	\$ 26,400.00	\$ 26,400.00
21	500	LF	REPAIR AND RESTORE EXISTING WALL/FENCE/MASONRY	\$ 128.40	\$ 64,200.00	\$ 85.00	\$ 42,500.00	\$ 99.00	\$ 49,500.00
Sum Total Base Bid I (Items 1-21)				\$ 809,322.30 Contractor's Price: \$809,318.45		\$ 550,637.04		\$ 581,323.60	
Mobilization (Not to exceed 3% of Base Bid)				\$ 1,250.00		\$ 16,519.11		\$ 16,858.38	
Base Bid I plus Mobilization				\$ 810,572.30 Contractor's Price: \$810,568.45		\$ 567,156.15		\$ 598,181.98	



**CITY OF EL PASO
BID TABULATION FORM**



BID TITLE: Trowbridge Drive Improvements				BID NO: 2022-0377					
BID DATE: February 2, 2022				DEPARTMENT: Capital Improvement					
				AAA General Contractors, LLC El Paso, TX Bidder 1 of 9		Allen Concrete, LLC El Paso, TX Bidder 2 of 9		Black Stallion Contractors El Paso, TX Bidder 3 of 9	
Item No.	Approx. Quantity	Unit	Brief Description of Item	Unit Price (In Figures)	Total Amount (Quantity X Unit Price) Do Not Round Only Two Decimals	Unit Price (In Figures)	Total Amount (Quantity X Unit Price) Do Not Round Only Two Decimals	Unit Price (In Figures)	Total Amount (Quantity X Unit Price) Do Not Round Only Two Decimals
UNIT PRICE SCHEDULE: BASE BID II									
1			Left Blank Intentionally						
2	1	LS	CONSTRUCTION STAKING PERFORMED BY RPLS – BASE BID#2	\$ 14,545.22	\$ 14,545.22	\$ 8,500.00	\$ 8,500.00	\$ 4,950.00	\$ 4,950.00
3	1	LS	PRE-CONSTRUCTION AND POST-CONSTRUCTION VIDEO TAPING OF ENTIRE PROJECT SITE AND ALL OTHER PROJECT AREAS - BASE BID #2	\$ 727.26	\$ 727.26	\$ 2,500.00	\$ 2,500.00	\$ 1,485.00	\$ 1,485.00
4	3	MO	PROVIDE AND MAINTAIN APPROVED TRAFFIC AND PEDESTRIAN CONTROL – BASE BID #2	\$ 7,272.61	\$ 21,817.83	\$ 3,500.00	\$ 10,500.00	\$ 7,150.00	\$ 21,450.00
5	1	LS	IMPLEMENTATION OF SW3P BEST MANAGEMENT PRACTICES – BASE BID #2	\$ 11,636.17	\$ 11,636.17	\$ 16,000.00	\$ 16,000.00	\$ 6,050.00	\$ 6,050.00
6	12,827	SY	MILLING	\$ 2.18	\$ 27,962.86 Contractor's Price: \$27,985.73	\$ 1.20	\$ 15,392.40	\$ 1.65	\$ 21,164.55
7	12,827	SY	FURNISH AND INSTALL 2-INCH HOT MIX ASPHALT CONCRETE (HMAC) TXDOT ITEM 341, TYPE C	\$ 19.64	\$ 251,922.28 Contractor's Price: \$251,871.54	\$ 12.50	\$ 160,337.50	\$ 12.10	\$ 155,206.70
8	1,283	SY	FURNISH AND INSTALL 6-INCH FLEXIBLE BASE	\$ 7.75	\$ 9,943.25	\$ 10.50	\$ 13,471.50	\$ 9.90	\$ 12,701.70
9	1,283	SY	FURNISH AND INSTALL 8-INCH SUBGRADE SCARIFY	\$ 5.24	\$ 6,722.92 Contractor's Price: \$6,718.15	\$ 18.50	\$ 23,735.50	\$ 5.50	\$ 7,056.50
10	12,000	LF	FURNISH AND INSTALL 4-INCH REFLECTORIZED PAVEMENT MARKING (TYPE 1, WHITE)	\$ 1.02	\$ 12,240.00 Contractor's Price: \$12,217.98	\$ 0.85	\$ 10,200.00	\$ 2.20	\$ 26,400.00



**CITY OF EL PASO
BID TABULATION FORM**



BID TITLE: Trowbridge Drive Improvements				BID NO: 2022-0377					
BID DATE: February 2, 2022				DEPARTMENT: Capital Improvement					
				AAA General Contractors, LLC		Allen Concrete, LLC		Black Stallion Contractors	
				El Paso, TX		El Paso, TX		El Paso, TX	
				Bidder 1 of 9		Bidder 2 of 9		Bidder 3 of 9	
Item No.	Approx. Quantity	Unit	Brief Description of Item	Unit Price (In Figures)	Total Amount (Quantity X Unit Price) Do Not Round Only Two Decimals	Unit Price (In Figures)	Total Amount (Quantity X Unit Price) Do Not Round Only Two Decimals	Unit Price (In Figures)	Total Amount (Quantity X Unit Price) Do Not Round Only Two Decimals
UNIT PRICE SCHEDULE: BASE BID II									
11	1,945	LF	FURNISH AND INSTALL 4-INCH REFLECTORIZED PAVEMENT MARKING (TYPE 1, YELLOW)	\$ 1.02	\$ 1,983.90 Contractor's Price: \$1,980.33	\$ 1.20	\$ 2,334.00	\$ 2.20	\$ 4,364.58 Contractor's price: \$4,279.00
12	10	EA	FURNISH AND INSTALL THERMOPLASTIC TRAFFIC FLOW ARROW (TURNING)(100 MILS, WHITE)	\$ 363.63	\$ 3,636.30	\$ 180.00	\$ 1,800.00	\$ 181.50	\$ 1,815.00
13	8	EA	FURNISH AND INSTALL THERMOPLASTIC TRAFFIC FLOW ARROW (100 MILS, WHITE)	\$ 363.63	\$ 2,909.04	\$ 180.00	\$ 1,440.00	\$ 181.50	\$ 1,452.00
14	21	EA	FURNISH AND INSTALL THERMOPLASTIC BIKE SYMBOLS (100 MILS, WHITE)	\$ 363.63	\$ 7,636.23 Contractor's price: \$7,636.24	\$ 324.00	\$ 6,804.00	\$ 319.00	\$ 6,699.00
Sum Total Base Bid II (Items 1-14)				\$ 373,683.26 Contractor's Price: \$373,625.05	\$ 273,014.90	\$ 270,795.03 Contractor's price: \$270,709.45			
Mobilization (Not to exceed 3% of Base Bid)				\$ 1,250.00	\$ 8,190.45	\$ 7,850.57			
Base Bid II plus Mobilization				\$ 374,933.26 Contractor's price: \$374,875.05	\$ 281,205.35	\$ 278,645.60 Contractor's price: \$278,560.02			
Sum Total Base Bid I Plus Base Bid II				\$ 1,185,505.56 Contractor's Price: \$1,185,443.50	\$ 848,361.50	\$ 876,827.58 Contractor's price: \$876,742.01			



**CITY OF EL PASO
BID TABULATION FORM**



BID TITLE: Trowbridge Drive Improvements
BID DATE: February 2, 2022

BID NO: 2022-0377
DEPARTMENT: Capital Improvement

				AAA General Contractors, LLC El Paso, TX Bidder 1 of 9		Allen Concrete, LLC El Paso, TX Bidder 2 of 9		Black Stallion Contractors El Paso, TX Bidder 3 of 9	
Item No.	Approx. Quantity	Unit	Brief Description of Item	Unit Price (In Figures)	Total Amount (Quantity X Unit Price) Do Not Round Only Two Decimals	Unit Price (In Figures)	Total Amount (Quantity X Unit Price) Do Not Round Only Two Decimals	Unit Price (In Figures)	Total Amount (Quantity X Unit Price) Do Not Round Only Two Decimals
UNIT PRICE SCHEDULE: Additive Alternate 1									
36	153	SY	DEMOLITION, REMOVAL, AND DISPOSAL OF EXISTING SIDEWALKS, DRIVEWAYS, ADA RAMPS, PARKWAY MATERIAL INCLUDING TREES AND BOULDERS, MISCELLANEOUS CONCRETE, AND APPURTENANCES	\$ 20.52	\$ 3,139.56 Contractor's Price: \$3,138.92	\$ 38.00	\$ 5,814.00	\$ 13.20	\$ 2,019.60
37	250	LF	DEMOLITION, REMOVAL, AND DISPOSAL OF EXISTING CURB & GUTTER AND HEADER CURB	\$ 20.52	\$ 5,130.00 Contractor's Price: \$5,128.95	\$ 2.50	\$ 625.00	\$ 3.30	\$ 825.00
38	200	LF	FURNISH AND INSTALL 4-INCH ROLLED CURB	\$ 36.93	\$ 7,386.00 Contractor's Price: \$7,385.69	\$ 15.15	\$ 3,030.00	\$ 16.50	\$ 3,300.00
39	2	EA	FURNISH AND INSTALL 6-INCH INFORCED CONCRETE RESIDENTIAL DRIVEWAYS WITH RIGHT OF ENTRY, COMPLETE IN PLACE	\$ 2,051.58	\$ 4,103.16	\$ 1,800.00	\$ 3,600.00	\$ 4,950.00	\$ 9,900.00
40	2	EA	FURNISH AND INSTALL 6-INCH REINFORCED CONCRETE RESIDENTIAL DRIVEWAYS	\$ 2,051.58	\$ 4,103.16	\$ 1,500.00	\$ 3,000.00	\$ 4,400.00	\$ 8,800.00
41	136	SY	FURNISH AND INSTALL 4-INCH EINFORCED CONCRETE SIDEWALKS	\$ 68.39	\$ 9,301.04 Contractor's Price: \$9,300.50	\$ 41.00	\$ 5,576.00	\$ 56.10	\$ 7,629.60
42	2	EA	FURNISH AND INSTALL RENFORCED ADA RAMPS COMPLETE IN PLACE	\$ 5,470.88	\$ 10,941.76 Contractor's Price: \$10,941.77	\$ 2,250.00	\$ 4,500.00	\$ 1,100.00	\$ 2,200.00
43	1	EA	FURNISH AND INSTALL FIRE HYDRANT RELOCATION	\$ 13,677.21	\$ 13,677.21	\$ 9,350.00	\$ 9,350.00	\$ 9,350.00	\$ 9,350.00
44	4	EA	FURNISH AND INSTALL TRAFFIC SIGNAGE WITH BREAKAWAY TRIANGULAR BASE, SIGN, POLES, AND FOUNDATION COMPLETE IN PLACE	\$ 547.09	\$ 2,188.36 Contractor's price: \$2,188.35	\$ 1,386.00	\$ 5,544.00	\$ 1,045.00	\$ 4,180.00
45	50	LF	REPAIR AND RESTORE EXISTING WALL/FENCE/MASONRY	\$ 41.03	\$ 2,051.50 Contractor's price: \$2,051.58	\$ 250.00	\$ 12,500.00	\$ 220.00	\$ 11,000.00
46	971	SY	MILLING	\$ 9.57	\$ 9,292.47 Contractor's Price: \$9,296.40	\$ 1.90	\$ 1,844.90	\$ 7.70	\$ 71,552.02 Contractor's price: \$7,476.70
47	971	SY	FURNISH AND INSTALL 2-INCH HOT MIX ASPHALT CONCRETE (HMAC) TXDOT ITEM 341, TYPE C	\$ 24.82	\$ 24,100.22 Contractor's price: \$24,104.23	\$ 12.50	\$ 12,137.50	\$ 16.50	\$ 16,021.50
48	97.1	SY	FURNISH AND INSTALL 6-INCH FLEXIBLE BASE	\$ 15.04	\$ 1,460.38 Contractor's price: \$1,460.86	\$ 10.50	\$ 1,019.55 Contractor's price: \$10,195.50	\$ 14.30	\$ 1,388.53



**CITY OF EL PASO
BID TABULATION FORM**



BID TITLE: Trowbridge Drive Improvements									
BID DATE: February 2, 2022									
BID NO: 2022-0377									
DEPARTMENT: Capital Improvement									
				AAA General Contractors, LLC El Paso, TX Bidder 1 of 9		Allen Concrete, LLC El Paso, TX Bidder 2 of 9		Black Stallion Contractors El Paso, TX Bidder 3 of 9	
Item No.	Approx. Quantity	Unit	Brief Description of Item	Unit Price (In Figures)	Total Amount (Quantity X Unit Price) Do Not Round Only Two Decimals	Unit Price (In Figures)	Total Amount (Quantity X Unit Price) Do Not Round Only Two Decimals	Unit Price (In Figures)	Total Amount (Quantity X Unit Price) Do Not Round Only Two Decimals
UNIT PRICE SCHEDULE: Additive Alternate 1									
49	97.1	SY	FURNISH AND INSTALL 8-INCH SUBGRADE SCARIFY	\$ 15.04	\$ 1,460.38 Contractor's Price: \$1,460.86	\$ 18.50	\$ 1,796.35 Contractor's price: \$17,963.5	\$ 14.30	\$ 1,388.53
50	525	LF	FURNISH AND INST ALL4-INCH REFLECTORIZED PAVEMENT MARKING (TYPE 1, WHITE)	\$ 2.74	\$ 1,438.50 Contractor's Price: \$1,436.11	\$ 3.60	\$ 1,890.00	\$ 4.62	\$ 2,425.50
51	300	LF	FURNISH AN DINST ALL4-INCH REFLECTORIZED PAVEMENT MARKING (TYPE 1, YELLOW)	\$ 2.74	\$ 822.00 Contractor's price: \$820.63	\$ 4.02	\$ 1,206.00	\$ 4.62	\$ 1,386.00
52	1	EA	FURNISH AND INSTALL THERMOPLASTIC TRAFFIC FLOW ARROW (TURNING)(100 MILS, WHITE)	\$ 341.93	\$ 341.93	\$ 180.00	\$ 180.00	\$ 187.00	\$ 187.00
53	2	EA	FURNISH AND INSTALL THERMOPLASTIC TRAFFIC FLOW ARROW (100 MILS, WHITE)	\$ 341.93	\$ 683.86	\$ 180.00	\$ 360.00	\$ 187.00	\$ 374.00
54	2	EA	FURNISH AND INSTALL THERMOPLASTIC BIKE SYMBOLS (100 MILS, WHITE)	\$ 341.93	\$ 683.86	\$ 324.00	\$ 648.00	\$ 319.00	\$ 638.00
55	1	LS	FURNISHANDINSTALLVIDEOIMAGE VEHICLE DETECTION SYSTEM	\$ 16,412.65	\$ 16,412.65	\$ 19,400.00	\$ 19,400.00	\$ 17,787.00	\$ 17,787.00
56	4	EA	CONSTRUCT, FURNISH, AND INSTALL GROUND BOXES COMPLETE WITH LIDS	\$ 1,641.27	\$ 6,565.08 Contractor's price: \$6,565.06	\$ 1,200.00	\$ 4,800.00	\$ 1,100.00	\$ 4,400.00
57	720	LF	FURNISH AND INSTALL TRAFFIC SIGNAL CABLES	\$ 13.68	\$ 9,849.60 Contractor's price: \$9,847.59	\$ 4.00	\$ 2,880.00	\$ 3.30	\$ 2,376.00
58	360	LF	CONDUIT	\$ 25.55	\$ 9,198.00 Contractor's price: \$9,197.65	\$ 38.00	\$ 13,680.00	\$ 27.50	\$ 9,900.00



**CITY OF EL PASO
BID TABULATION FORM**



BID TITLE: Trowbridge Drive Improvements				BID NO: 2022-0377					
BID DATE: February 2, 2022				DEPARTMENT: Capital Improvement					
				AAA General Contractors, LLC El Paso, TX Bidder 1 of 9		Allen Concrete, LLC El Paso, TX Bidder 2 of 9		Black Stallion Contractors El Paso, TX Bidder 3 of 9	
Item No.	Approx. Quantity	Unit	Brief Description of Item	Unit Price (In Figures)	Total Amount (Quantity X Unit Price) Do Not Round Only Two Decimals	Unit Price (In Figures)	Total Amount (Quantity X Unit Price) Do Not Round Only Two Decimals	Unit Price (In Figures)	Total Amount (Quantity X Unit Price) Do Not Round Only Two Decimals
UNIT PRICE SCHEDULE: Additive Alternate 1									
59	Left Blank Intentionally								
60	1	LS	CONSTRUCTION STAKING PERFORMED BY RPLS – ADDITIVE ALTERNATE #1	\$ 1,367.72	\$ 1,367.72	\$ 6,800.00	\$ 6,800.00	\$ 2,750.00	\$ 2,750.00
61	1	LS	PRE-CONSTRUCTION AND POST-CONSTRUCTION VIDEO TAPING OF NTIRE PROJECT SITE AND ALL OTHER PROJECT AREAS – ADDITIVE ALTERNATE #1	\$ 273.54	\$ 273.54	\$ 2,500.00	\$ 2,500.00	\$ 1,650.00	\$ 1,650.00
62	1	MO	PROVIDE AND MAINTAIN APPROVED TRAFFIC AND PEDESTRIAN CONTROL – ADDITIVE ALTERNATE #1	\$ 2,735.44	\$ 2,735.44	\$ 3,500.00	\$ 3,500.00	\$ 7,150.00	\$ 7,150.00
63	1	LS	IMPLEMENTATION OF SW3P BEST MANAGEMENT PRACTICES – ADDITIVE ALTERNATE #1	\$ 1,367.72	\$ 1,367.72	\$ 4,500.00	\$ 4,500.00	\$ 4,950.00	\$ 4,950.00
Sum Total Additive Alternate 1 (Items 36-63)				\$ 150,075.11 Contractor's price: \$150,075.43		\$ 132,681.30 Contractor's price: \$158,024.40		\$ 205,528.28 Contractor's price: \$ 141,452.96	
Mobilization (Not to exceed 3% of Base Bid)				\$0.00		\$ 3,980.44 Contractor's price: \$4,745.23		\$ 4,102.14	
Additive Alternate 1 plus Mobilization				\$ 150,075.11 Contractor's price: \$150,075.43		\$ 136,661.74 Contractor's price: \$162,765.13		\$ 209,630.42 Contractor's price: \$145,555.10	
Amendments Acknowledged				Yes		Yes		Yes	
Bid Bond				Yes		Yes		Yes	



**CITY OF EL PASO
BID TABULATION FORM**



BID TITLE: Trowbridge Drive Improvements				BID NO: 2022-0377					
BID DATE: February 2, 2022				DEPARTMENT: Capital Improvement					
				Del Mar Contracting, Inc.		HAWK Construction		Horizone Construction 1, Ltd	
				El Paso, TX Bidder 4 of 9		El Paso, TX Bidder 5 of 9		El Paso, TX Bidder 6 of 9	
Item No.	Approx. Quantity	Unit	Brief Description of Item	Unit Price (In Figures)	Total Amount (Quantity X Unit Price) Do Not Round Only Two	Unit Price (In Figures)	Total Amount (Quantity X Unit Price) Do Not Round Only Two	Unit Price (In Figures)	Total Amount (Quantity X Unit Price) Do Not Round Only Two
UNIT PRICE SCHEDULE: BASE BID									
1	Left Blank Intentionally								
2	1	LS	CONSTRUCTION STAKING PERFORMED BY RPLS	\$ 7,500.00	\$ 7,500.00	\$ 4,500.00	\$ 4,500.00	\$ 2,474.25	\$ 2,474.25
3	1	LS	PRE-CONSTRUCTION AND POST-CONSTRUCTION VIDEO TAPING OF ENTIRE PROJECT SITE AND ALL OTHER PROJECT AREAS	\$ 1,500.00	\$ 1,500.00	\$ 1,500.00	\$ 1,500.00	\$ 989.70	\$ 989.70
4	9	MO	PROVIDE AND MAINTAIN APPROVED TRAFFIC AND PEDESTRIAN CONTROL	\$ 4,200.00	\$ 37,800.00	\$ 6,800.00	\$ 61,200.00 Contractor's Price \$6,800.00	\$ 2,270.14	\$ 20,431.26 Contractor's price \$20,431.23
5	1	LS	IMPLEMENTATION OF SW3P BEST MANAGEMENT PRACTICES	\$ 9,800.00	\$ 9,800.00	\$ 9,300.00	\$ 9,300.00	\$ 28,635.97	\$ 28,635.97
6	1,979	SY	DEMOLITION, REMOVAL, AND DISPOSAL OF EXISTING SIDEWALKS, DRIVEWAYS, ADA RAMPS, PARKWAY MATERIAL INCLUDING TREES AND BOULDERS, MISCELLANEOUS CONCRETE, AND APPURTENANCES	\$ 24.00	\$ 47,496.00	\$ 16.95	\$ 33,544.05	\$ 31.09	\$ 61,527.11 Contractor's Price \$61,524.38
7	3,686	LF	DEMOLITION, REMOVAL, AND DISPOSAL OF EXISTING CURB & GUTTER AND HEADER CURB	\$ 6.00	\$ 22,116.00	\$ 3.80	\$ 14,006.80	\$ 3.96	\$ 14,596.56 Contractor's Price \$14,590.29
8	3,890	LF	FURNISH AND INSTALL 4-INCH ROLLED CURB	\$ 23.00	\$ 89,470.00	\$ 21.10	\$ 82,079.00	\$ 20.19	\$ 78,539.10 Contractor's Price \$78,551.47
9	18	EA	FURNISH AND INSTALL 6-INCH REINFORCED CONCRETE RESIDENTIAL DRIVEWAYS WITH RIGHT OF ENTRY, COMPLETE IN PLACE	\$ 1,500.00	\$ 27,000.00	\$ 1,800.00	\$ 32,400.00	\$ 3,120.33	\$ 56,165.94 Contractor's Price \$56,165.86
10	16	EA	FURNISH AND INSTALL 6-INCH REINFORCED CONCRETE RESIDENTIAL DRIVEWAYS, COMPLETE IN PLACE	\$ 1,600.00	\$ 25,600.00	\$ 1,800.00	\$ 28,800.00	\$ 3,505.53	\$ 56,088.48 Contractor's Price \$56,088.45



**CITY OF EL PASO
BID TABULATION FORM**



BID TITLE: Trowbridge Drive Improvements				BID NO: 2022-0377					
BID DATE: February 2, 2022				DEPARTMENT: Capital Improvement					
				Del Mar Contracting, Inc.		HAWK Construction		Horizone Construction 1, Ltd	
				El Paso, TX Bidder 4 of 9		El Paso, TX Bidder 5 of 9		El Paso, TX Bidder 6 of 9	
Item No.	Approx. Quantity	Unit	Brief Description of Item	Unit Price (In Figures)	Total Amount (Quantity X Unit Price) Do Not Round Only Two	Unit Price (In Figures)	Total Amount (Quantity X Unit Price) Do Not Round Only Two	Unit Price (In Figures)	Total Amount (Quantity X Unit Price) Do Not Round Only Two
UNIT PRICE SCHEDULE: BASE BID									
11	2,340	SY	FURNISH AND INSTALL 4-INCH REINFORCED CONCRETE SIDEWALKS	\$ 46.00	\$ 107,640.00	\$ 50.00	\$ 117,000.00	\$ 61.48	\$ 143,863.20 Contractor's Price: \$143,868.42
12	10	EA	FURNISH AND INSTALL TRAFFIC ISLAND	\$ 1,000.00	\$ 10,000.00	\$ 1,850.00	\$ 18,500.00	\$ 302.30	\$ 3,023.00 Contractor's Price \$3,023.02
13	14	EA	FURNISH AND INSTALL RENFORCED ADA RAMPS COMPLETE IN PLACE	\$ 750.00	\$ 10,500.00	\$ 1,500.00	\$ 21,000.00	\$ 4,752.15	\$ 66,530.10
14	1	EA	FURNISH AND INSTALL FIRE HYDRANT RELOCATION	\$ 8,000.00	\$ 8,000.00	\$ 4,000.00	\$ 4,000.00	\$ 18,045.30	\$ 18,045.30
15	3	EA	FURNISH AND INSTALL TRAFFIC SIGNAGE WITH BREAKAWAY TRINAGULAR BASE, SIGN, POLES, AND FOUNDATION COMPLETE IN PLACE	\$ 1,125.00	\$ 3,375.00	\$ 1,800.00	\$ 5,400.00	\$ 1,453.62	\$ 4,360.86
16	150	SF	FURNISH AND INSTALL 2-4 - INCH TRAIL MIX	\$ 12.00	\$ 1,800.00	\$ 54.00	\$ 8,100.00	\$ 45.72	\$ 6,858.00 Contractor's Price \$6,858.61
17	1	LS	FURNISH AND INSTALL MINOR GRADING	\$ 3,500.00	\$ 3,500.00	\$ 6,800.00	\$ 6,800.00	\$ 1,169.08	\$ 1,169.08
18	16	EA	FURNISH AND INSTALL 5 GALLON SHRUBS	\$ 66.00	\$ 1,056.00	\$ 47.25	\$ 756.00	\$ 40.07	\$ 641.12 Contractor's Price: \$641.13
19	8	EA	FURNISH AND INSTALL 1 GALLON SHRUBS	\$ 30.00	\$ 240.00	\$ 27.00	\$ 216.00	\$ 22.84	\$ 182.72 Contractor's Price: \$182.70
20	1	LS	FURNISH AND INSTALL AUTOMATIC IRRIGATION SYSTEM	\$ 50,000.00	\$ 50,000.00	\$ 34,300.00	\$ 34,300.00	\$ 29,014.14	\$ 29,014.14
21	500	LF	REPAIR AND RESTORE EXISTING WALL/FENCE/MASONRY	\$ 40.00	\$ 20,000.00	\$ 11.00	\$ 5,500.00	\$ 10.64	\$ 5,320.00 Contractor's Price \$5,319.91
Sum Total Base Bid I (Items 1-21)				\$ 484,393.00		\$ 488,901.85		\$ 598,455.89	Contractor's Price \$598,464.87
Mobilization (Not to exceed 3% of Base Bid)				\$ 14,000.00		\$ 5,098.15		\$ 17,953.68	Contractor's Price \$17,953.94
Base Bid I plus Mobilization				\$ 498,393.00		\$ 494,000.00		\$ 616,409.57	Contractor's Price \$614,418.81



**CITY OF EL PASO
BID TABULATION FORM**



BID TITLE: Trowbridge Drive Improvements				BID NO: 2022-0377					
BID DATE: February 2, 2022				DEPARTMENT: Capital Improvement					
				Del Mar Contracting, Inc. El Paso, TX Bidder 4 of 9		HAWK Construction El Paso, TX Bidder 5 of 9		Horizone Construction 1, Ltd El Paso, TX Bidder 6 of 9	
Item No.	Approx. Quantity	Unit	Brief Description of Item	Unit Price (In Figures)	Total Amount (Quantity X Unit Price) Do Not Round Only Two	Unit Price (In Figures)	Total Amount (Quantity X Unit Price) Do Not Round Only Two	Unit Price (In Figures)	Total Amount (Quantity X Unit Price) Do Not Round Only Two
UNIT PRICE SCHEDULE: BASE BID II									
1	Left Blank Intentionally								
2	1	LS	CONSTRUCTION STAKING PERFORMED BY RPLS – BASE BID#2	\$ 2,500.00	\$ 2,500.00	\$ 3,900.00	\$ 3,900.00	\$ 2,474.25	\$ 2,474.25
3	1	LS	PRE-CONSTRUCTION AND POST-CONSTRUCTION VIDEO TAPING OF ENTIRE PROJECT SITE AND ALL OTHER PROJECT AREAS - BASE BID #2	\$ 500.00	\$ 500.00	\$ 1,700.00	\$ 1,700.00	\$ 989.70	\$ 989.70
4	3	MO	PROVIDE AND MAINTAIN APPROVED TRAFFIC AND PEDESTRIAN CONTROL – BASE BID #2	\$ 1,500.00	\$ 4,500.00	\$ 6,400.00	\$ 19,200.00	\$ 6,769.32	\$ 20,307.96 Contractor's Price \$20,307.97
5	1	LS	IMPLEMENTATION OF SW3P BEST MANAGEMENT PRACTICES – BASE BID #2	\$ 500.00	\$ 500.00	\$ 9,300.00	\$ 9,300.00	\$ 19,131.77	\$ 19,131.77
6	12,827	SY	MILLING	\$ 1.50	\$ 19,240.50	\$ 2.25	\$ 28,860.75	\$ 1.66	\$ 21,292.82 Contractor's Price \$21,237.51
7	12,827	SY	FURNISH AND INSTALL 2-INCH HOT MIX ASPHALT CONCRETE (HMAC) TXDOT ITEM 341, TYPE C	\$ 9.50	\$ 121,856.50	\$ 17.40	\$ 223,189.80	\$ 12.02	\$ 154,180.54 Contractor's Price \$154,212.29
8	1,283	SY	FURNISH AND INSTALL 6-INCH FLEXIBLE BASE	\$ 10.00	\$ 12,830.00	\$ 11.00	\$ 14,113.00	\$ 9.10	\$ 11,675.30 Contractor's Price \$11,670.67
9	1,283	SY	FURNISH AND INSTALL 8-INCH SUBGRADE SCARIFY	\$ 2.00	\$ 2,566.00	\$ 3.00	\$ 3,849.00	\$ 10.21	\$ 13,099.43 Contractor's Price \$13,094.37
10	12,000	LF	FURNISH AND INSTALL 4-INCH REFLECTORIZED PAVEMENT MARKING (TYPE 1, WHITE)	\$ 1.20	\$ 14,400.00	\$ 1.20	\$ 14,400.00	\$ 1.61	\$ 19,320.00 Contractor's Price \$19,299.11



**CITY OF EL PASO
BID TABULATION FORM**



BID TITLE: Trowbridge Drive Improvements				BID NO: 2022-0377					
BID DATE: February 2, 2022				DEPARTMENT: Capital Improvement					
				Del Mar Contracting, Inc.		HAWK Construction		Horizone Construction 1, Ltd	
				El Paso, TX Bidder 4 of 9		El Paso, TX Bidder 5 of 9		El Paso, TX Bidder 6 of 9	
Item No.	Approx. Quantity	Unit	Brief Description of Item	Unit Price (In Figures)	Total Amount (Quantity X Unit Price) Do Not Round Only Two	Unit Price (In Figures)	Total Amount (Quantity X Unit Price) Do Not Round Only Two	Unit Price (In Figures)	Total Amount (Quantity X Unit Price) Do Not Round Only Two
UNIT PRICE SCHEDULE: BASE BID II									
11	1,945	LF	FURNISH AND INSTALL 4-INCH REFLECTORIZED PAVEMENT MARKING (TYPE 1, YELLOW)	\$ 1.00	\$ 1,945.00	\$ 1.60	\$ 3,112.00	\$ 2.35	\$ 4,570.75 Contractor's Price \$4,571.79
12	10	EA	FURNISH AND INSTALL THERMOPLASTIC TRAFFIC FLOW ARROW (TURNING)(100 MILS, WHITE)	\$ 165.00	\$ 1,650.00	\$ 271.00	\$ 2,710.00	\$ 321.65	\$ 3,216.50 Contractor's Price \$3,216.52
13	8	EA	FURNISH AND INSTALL THERMOPLASTIC TRAFFIC FLOW ARROW (100 MILS, WHITE)	\$ 165.00	\$ 1,320.00	\$ 271.00	\$ 2,168.00	\$ 399.59	\$ 3,196.72
14	21	EA	FURNISH AND INSTALL THERMOPLASTIC BIKE SYMBOLS (100 MILS, WHITE)	\$ 300.00	\$ 6,300.00	\$ 455.00	\$ 9,555.00	\$ 334.02	\$ 7,014.42 Contractor's Price \$7,014.49
Sum Total Base Bid II (Items 1-14)				\$	190,108.00	\$	336,057.55	\$	280,470.16 Contractor's Price \$280,417.16
Mobilization (Not to exceed 3% of Base Bid)				\$	4,000.00	\$	2,942.45	\$	8,414.10 Contractor's Price \$8,412.51
Base Bid II plus Mobilization				\$	194,108.00	\$	339,000.00	\$	288,884.26 Contractor's Price \$288,829.67
Sum Total Base Bid I Plus Base Bid II				\$	692,501.00 Contractor's Price \$678,501.00	\$	833,000.00	\$	905,293.83 Contractors Price: Blank Left Blank



**CITY OF EL PASO
BID TABULATION FORM**



BID TITLE: Trowbridge Drive Improvements				BID NO: 2022-0377					
BID DATE: February 2, 2022				DEPARTMENT: Capital Improvement					
				Del Mar Contracting, Inc. El Paso, TX Bidder 4 of 9		HAWK Construction El Paso, TX Bidder 5 of 9		Horizone Construction 1, Ltd El Paso, TX Bidder 6 of 9	
Item No.	Approx. Quantity	Unit	Brief Description of Item	Unit Price (In Figures)	Total Amount (Quantity X Unit Price) Do Not Round Only Two Decimals	Unit Price (In Figures)	Total Amount (Quantity X Unit Price) Do Not Round Only Two Decimals	Unit Price (In Figures)	Total Amount (Quantity X Unit Price) Do Not Round Only Two Decimals
UNIT PRICE SCHEDULE: Additive Alternate 1									
36	153	SY	DEMOLITION, REMOVAL, AND DISPOSAL OF EXISTING SIDEWALKS, DRIVEWAYS, ADA RAMPS, PARKWAY MATERIAL INCLUDING TREES AND BOULDERS, MISCELLANEOUS CONCRETE, AND APPURTENANCES	\$ 24.00	\$ 3,672.00	\$ 19.00	\$ 2,907.00	\$ 27.87	\$ 4,264.11 Contractor's Price \$4,254.57
37	250	LF	DEMOLITION, REMOVAL, AND DISPOSAL OF EXISTING CURB & GUTTER AND HEADER CURB	\$ 6.00	\$ 1,500.00	\$ 4.25	\$ 1,062.50	\$ 5.93	\$ 1,482.50 Contractor's Price \$1,481.84
38	200	LF	FURNISH AND INSTALL 4-INCH ROLLED CURB	\$ 23.00	\$ 4,600.00	\$ 23.75	\$ 4,750.00	\$ 23.05	\$ 4,610.00 Contractor's Price \$4,610.03
39	2	EA	FURNISH AND INSTALL 6-INCH INFORCED CONCRETE RESIDENTIAL DRIVEWAYS WITH RIGHT OF ENTRY, COMPLETE IN PLACE	\$ 1,500.00	\$ 3,000.00	\$ 2,030.00	\$ 4,060.00	\$ 3,153.11	\$ 6,306.22 Contractor's Price \$6,306.21
40	2	EA	FURNISH AND INSTALL 6-INCH REINFORCED CONCRETE RESIDENTIAL DRIVEWAYS	\$ 1,600.00	\$ 3,200.00	\$ 2,030.00	\$ 4,060.00	\$ 3,582.51	\$ 7,165.02 Contractor's Price \$7,165.03
41	136	SY	FURNISH AND INSTALL 4-INCH EINFORCED CONCRETE SIDEWALKS	\$ 46.00	\$ 6,256.00	\$ 2,000.00	\$ 272,000.00 Contractor's price \$8,000.00	\$ 63.93	\$ 8,694.48 Contractor's Price \$8,694.86
42	2	EA	FURNISH AND INSTALL RENFORCED ADA RAMPS COMPLETE IN PLACE	\$ 750.00	\$ 1,500.00	\$ 1,700.00	\$ 3,400.00	\$ 4,031.53	\$ 8,063.06
43	1	EA	FURNISH AND INSTALL FIRE HYDRANT RELOCATION	\$ 8,000.00	\$ 8,000.00	\$ 4,600.00	\$ 4,600.00	\$ 16,697.26	\$ 16,697.26
44	4	EA	FURNISH AND INSTALL TRAFFIC SIGNAGE WITH BREAKAWAY TRIANGULAR BASE, SIGN, POLES, AND FOUNDATION COMPLETE IN PLACE	\$ 1,125.00	\$ 4,500.00	\$ 2,000.00	\$ 8,000.00	\$ 1,428.88	\$ 5,715.52 Contractor's Price \$5,715.51
45	50	LF	REPAIR AND RESTORE EXISTING WALL/FENCE/MASONRY	\$ 40.00	\$ 2,000.00	\$ 34.00	\$ 1,700.00	\$ 48.17	\$ 2,408.50 Contractor's Price \$2,408.34
46	971	SY	MILLING	\$ 1.50	\$ 1,456.50	\$ 2.50	\$ 2,427.50	\$ 2.70	\$ 3,932.55 Contractor's Price: \$2,618.37
47	971	SY	FURNISH AND INSTALL 2-INCH HOT MIX ASPHALT CONCRETE (HMAC) TXDOT ITEM 341, TYPE C	\$ 9.50	\$ 9,224.50	\$ 18.50	\$ 17,963.50	\$ 12.31	\$ 11,953.01 Contractor's Price \$11,955.55
48	97.1	SY	FURNISH AND INSTALL 6-INCH FLEXIBLE BASE	\$ 10.00	\$ 971.00	\$ 46.80	\$ 4,544.28	\$ 71.27	\$ 6,920.32 Contractor's Price \$6,919.98



**CITY OF EL PASO
BID TABULATION FORM**



BID TITLE: Trowbridge Drive Improvements				BID NO: 2022-0377					
BID DATE: February 2, 2022				DEPARTMENT: Capital Improvement					
				Del Mar Contracting, Inc.		HAWK Construction		Horizone Construction 1, Ltd	
				El Paso, TX Bidder 4 of 9		El Paso, TX Bidder 5 of 9		El Paso, TX Bidder 6 of 9	
Item No.	Approx. Quantity	Unit	Brief Description of Item	Unit Price (In Figures)	Total Amount (Quantity X Unit Price) Do Not Round Only Two Decimals	Unit Price (In Figures)	Total Amount (Quantity X Unit Price) Do Not Round Only Two Decimals	Unit Price (In Figures)	Total Amount (Quantity X Unit Price) Do Not Round Only Two Decimals
UNIT PRICE SCHEDULE: Additive Alternate 1									
49	97.1	SY	FURNISH AND INSTALL 8-INCH SUBGRADE SCARIFY	\$ 2.00	\$ 194.20	\$ 39.00	\$ 3,786.90	\$ 33.55	\$ 3,257.71
									Contractor's Price \$3,257.50
50	525	LF	FURNISH AND INST ALL4-INCH REFLECTORIZED PAVEMENT MARKING (TYPE 1, WHITE)	\$ 3.00	\$ 1,575.00	\$ 5.10	\$ 2,677.50	\$ 4.45	\$ 2,336.25
									Contractor's Price \$2,338.16
51	300	LF	FURNISH AN DINST ALL4-INCH REFLECTORIZED PAVEMENT MARKING (TYPE 1, YELLOW)	\$ 3.25	\$ 975.00	\$ 6.00	\$ 1,800.00	\$ 7.18	\$ 2,154.00
									Contractor's Price \$2,152.59
52	1	EA	FURNISH AND INSTALL THERMOPLASTIC TRAFFIC FLOW ARROW (TURNING)(100 MILS, WHITE)	\$ 165.00	\$ 165.00	\$ 1,350.00	\$ 1,350.00	\$ 321.65	\$ 321.65
53	2	EA	FURNISH AND INSTALL THERMOPLASTIC TRAFFIC FLOW ARROW (100 MILS, WHITE)	\$ 165.00	\$ 330.00	\$ 1,350.00	\$ 2,700.00	\$ 399.59	\$ 799.18
54	2	EA	FURNISH AND INSTALL THERMOPLASTIC BIKE SYMBOLS (100 MILS, WHITE)	\$ 300.00	\$ 600.00	\$ 1,700.00	\$ 3,400.00	\$ 334.02	\$ 668.04
									Contractor's Price \$668.05
55	1	LS	FURNISHANDINSTALLVIDEOIMAGE VEHICLE DETECTION SYSTEM	\$ 18,000.00	\$ 18,000.00	\$ 27,500.00	\$ 27,500.00	\$ 59,644.16	\$ 59,644.16
56	4	EA	CONSTRUCT, FURNISH, AND INSTALL GROUND BOXES COMPLETE WITH LIDS	\$ 1,100.00	\$ 4,400.00	\$ 1,700.00	\$ 6,800.00	\$ 1,428.88	\$ 5,715.52
							Contractor's Price \$3,400.00		Contractor's Price \$5,715.51
57	720	LF	FURNISH AND INSTALL TRAFFIC SIGNAL CABLES	\$ 3.30	\$ 2,376.00	\$ 5.95	\$ 4,284.00	\$ 1.03	\$ 741.60
									Contractor's Price \$743.94
58	360	LF	CONDUIT	\$ 27.50	\$ 9,900.00	\$ 42.40	\$ 15,264.00	\$ 23.84	\$ 8,582.40
									Contractor's Price \$8,583.65



**CITY OF EL PASO
BID TABULATION FORM**



BID TITLE: Trowbridge Drive Improvements
BID DATE: February 2, 2022

BID NO: 2022-0377
DEPARTMENT: Capital Improvement

				Del Mar Contracting, Inc. El Paso, TX Bidder 4 of 9		HAWK Construction El Paso, TX Bidder 5 of 9		Horizone Construction 1, Ltd El Paso, TX Bidder 6 of 9	
Item No.	Approx. Quantity	Unit	Brief Description of Item	Unit Price (In Figures)	Total Amount (Quantity X Unit Price) Do Not Round Only Two Decimals	Unit Price (In Figures)	Total Amount (Quantity X Unit Price) Do Not Round Only Two Decimals	Unit Price (In Figures)	Total Amount (Quantity X Unit Price) Do Not Round Only Two Decimals
UNIT PRICE SCHEDULE: Additive Alternate 1									
59			Left Blank Intentionally						
60	1	LS	CONSTRUCTION STAKING PERFORMED BY RPLS – ADDITIVE ALTERNATE #1	\$ 1.00	\$ 1.00	\$ 5,100.00	\$ 5,100.00	\$ 1,237.12	\$ 1,237.12
61	1	LS	PRE-CONSTRUCTION AND POST-CONSTRUCTION VIDEO TAPING OF NTIRE PROJECT SITE AND ALL OTHER PROJECT AREAS – ADDITIVE ALTERNATE #1	\$ 1.00	\$ 1.00	\$ 1,800.00	\$ 1,800.00	\$ 494.85	\$ 494.85
62	1	MO	PROVIDE AND MAINTAIN APPROVED TRAFFIC AND PEDESTRIAN CONTROL – ADDITIVE ALTERNATE #1	\$ 1,500.00	\$ 1,500.00 Contractor Price \$ 300.00	\$ 8,500.00	\$ 8,500.00	\$ 8,796.15	\$ 8,796.15
63	1	LS	IMPLEMENTATION OF SW3P BEST MANAGEMENT PRACTICES – ADDITIVE ALTERNATE #1	\$ 300.00	\$ 300.00	\$ 4,700.00	\$ 4,700.00	\$ 687.58	\$ 687.58
Sum Total Additive Alternate 1 (Items 36-63)				\$ 90,197.20		\$ 421,137.18 Contractor's price \$156,889.18		\$ 183,648.75 Contractor's Price \$182,330.67	
Mobilization (Not to exceed 3% of Base Bid)				\$ 1,000.00		\$ 2,110.82		\$ 5,469.92	
Additive Alternate 1 plus Mobilization				\$ 91,197.20		\$ 423,248.00 Contractor's price \$159,000.00		\$ 189,118.67 Contractor's Price \$187,800.59	
Amendments Acknowledged				Yes		Yes		Yes	
Bid Bond				Yes		Yes		Yes	



**CITY OF EL PASO
BID TABULATION FORM**



BID TITLE: Trowbridge Drive Improvements
BID DATE: February 2, 2022

BID NO: 2022-0377
DEPARTMENT: Capital Improvement

				J.A.R Concrete, Inc. dba J.A.R Construction, Inc. El Paso, TX Bidder 7 of 9		Martinez Bros Contractors, LLC El Paso, TX Bidder 8 of 9		Spartan Construction of Texas, Inc. El Paso, TX Bidder 9 of 9	
Item No.	Approx. Quantity	Unit	Brief Description of Item	Unit Price (In Figures)	Total Amount (Quantity X Unit Price) Do Not Round Only Two	Unit Price (In Figures)	Total Amount (Quantity X Unit Price) Do Not Round Only Two	Unit Price (In Figures)	Total Amount (Quantity X Unit Price) Do Not Round Only Two
UNIT PRICE SCHEDULE: BASE BID									
1			Left Blank Intentionally						
2	1	LS	CONSTRUCTION STAKING PERFORMED BY RPLS	\$ 35,000.00	\$ 35,000.00	\$ 6,240.00	\$ 6,240.00	\$ 26,112.80	\$ 26,112.80 Contractor's price: \$26,113.00
3	1	LS	PRE-CONSTRUCTION AND POST-CONSTRUCTION VIDEO TAPING OF ENTIRE PROJECT SITE AND ALL OTHER PROJECT AREAS	\$ 1,500.00	\$ 1,500.00	\$ 5,400.00	\$ 5,400.00	\$ 966.00	\$ 966.00
4	9	MO	PROVIDE AND MAINTAIN APPROVED TRAFFIC AND PEDESTRIAN CONTROL	\$ 8,000.00	\$ 72,000.00 Contractor's price: \$8,000	\$ 9,093.60	\$ 81,842.40	\$ 8,694.00	\$ 78,246.00
5	1	LS	IMPLEMENTATION OF SW3P BEST MANAGEMENT PRACTICES	\$ 30,000.00	\$ 30,000.00	\$ 15,600.00	\$ 15,600.00	\$ 27,048.00	\$ 27,048.00
6	1,979	SY	DEMOLITION, REMOVAL, AND DISPOSAL OF EXISTING SIDEWALKS, DRIVEWAYS, ADA RAMPS, PARKWAY MATERIAL INCLUDING TREES AND BOULDERS, MISCELLANEOUS CONCRETE, AND APPURTENANCES	\$ 15.00	\$ 29,685.00	\$ 18.00	\$ 35,622.00	\$ 25.67	\$ 50,800.93 Contractor's Price: \$50,802.00
7	3,686	LF	DEMOLITION, REMOVAL, AND DISPOSAL OF EXISTING CURB & GUTTER AND HEADER CURB	\$ 8.00	\$ 29,488.00	\$ 3.60	\$ 13,269.60	\$ 6.44	\$ 23,737.84 Contractors Price: \$23,738.00
8	3,890	LF	FURNISH AND INSTALL 4-INCH ROLLED CURB	\$ 12.00	\$ 46,680.00	\$ 17.90	\$ 69,631.00	\$ 19.77	\$ 76,905.30 Contractor's Price: \$76,919.00
9	18	EA	FURNISH AND INSTALL 6-INCH REINFORCED CONCRETE RESIDENTIAL DRIVEWAYS WITH RIGHT OF ENTRY, COMPLETE IN PLACE	\$ 2,500.00	\$ 45,000.00	\$ 2,520.00	\$ 45,360.00	\$ 2,833.60	\$ 51,004.80 Contractor's Price: \$51,005.00
10	16	EA	FURNISH AND INSTALL 6-INCH REINFORCED CONCRETE RESIDENTIAL DRIVEWAYS, COMPLETE IN PLACE	\$ 2,200.00	\$ 35,200.00	\$ 2,520.00	\$ 40,320.00	\$ 2,833.60	\$ 45,337.60 Contractor's Price: \$45,338.00



**CITY OF EL PASO
BID TABULATION FORM**



BID TITLE: Trowbridge Drive Improvements									
BID DATE: February 2, 2022									
BID NO: 2022-0377									
DEPARTMENT: Capital Improvement									
				J.A.R Concrete, Inc. dba J.A.R Construction, Inc.		Martinez Bros Contractors, LLC		Spartan Construction of Texas, Inc.	
				El Paso, TX Bidder 7 of 9		El Paso, TX Bidder 8 of 9		El Paso, TX Bidder 9 of 9	
Item No.	Approx. Quantity	Unit	Brief Description of Item	Unit Price (In Figures)	Total Amount (Quantity X Unit Price) Do Not Round Only Two	Unit Price (In Figures)	Total Amount (Quantity X Unit Price) Do Not Round Only Two	Unit Price (In Figures)	Total Amount (Quantity X Unit Price) Do Not Round Only Two
UNIT PRICE SCHEDULE: BASE BID									
11	2,340	SY	FURNISH AND INSTALL 4-INCH REINFORCED CONCRETE SIDEWALKS	\$ 35.00	\$ 81,900.00	\$ 65.00	\$ 152,100.00	\$ 57.96	\$ 135,626.40 Contractor's Price: \$135,626.00
12	10	EA	FURNISH AND INSTALL TRAFFIC ISLAND	\$ 1,750.00	\$ 17,500.00	\$ 2,844.00	\$ 28,440.00	\$ 2,576.00	\$ 25,760.00
13	14	EA	FURNISH AND INSTALL RENFORCED ADA RAMPS COMPLETE IN PLACE	\$ 1,150.00	\$ 16,100.00	\$ 2,040.00	\$ 28,560.00	\$ 2,318.40	\$ 32,457.60 Contractor's Price: \$32,458.00
14	1	EA	FURNISH AND INSTALL FIRE HYDRANT RELOCATION	\$ 8,000.00	\$ 8,000.00	\$ 4,224.00	\$ 4,224.00	\$ 19,320.00	\$ 19,320.00
15	3	EA	FURNISH AND INSTALL TRAFFIC SIGNAGE WITH BREAKAWAY TRINAGULAR BASE, SIGN, POLES, AND FOUNDATION COMPLETE IN PLACE	\$ 950.00	\$ 2,850.00	\$ 1,092.00	\$ 3,276.00	\$ 1,233.60	\$ 3,700.80 Contractor's Price: \$3,671.00
16	150	SF	FURNISH AND INSTALL 2-4 - INCH TRAIL MIX	\$ 10.00	\$ 1,500.00	\$ 13.13	\$ 1,969.50	\$ 10.30	\$ 1,545.00 Contractor's Price: \$1,546.00
17	1	LS	FURNISH AND INSTALL MINOR GRADING	\$ 3,000.00	\$ 3,000.00	\$ 4,200.00	\$ 4,200.00	\$ 45,080.00	\$ 45,080.00
18	16	EA	FURNISH AND INSTALL 5 GALLON SHRUBS	\$ 65.00	\$ 1,040.00	\$ 50.00	\$ 800.00	\$ 96.60	\$ 1,545.60 Contractor's Price: \$1,546.00
19	8	EA	FURNISH AND INSTALL 1 GALLON SHRUBS	\$ 30.00	\$ 240.00	\$ 40.00	\$ 320.00	\$ 64.40	\$ 515.20 Contractor's Price: \$515.00
20	1	LS	FURNISH AND INSTALL AUTOMATIC IRRIGATION SYSTEM	\$ 30,000.00	\$ 30,000.00	\$ 27,785.00	\$ 27,785.00	\$ 54,572.00	\$ 54,572.00
21	500	LF	REPAIR AND RESTORE EXISTING WALL/FENCE/MASONRY	\$ 50.00	\$ 25,000.00	\$ 49.20	\$ 24,600.00	\$ 45.08	\$ 22,540.00
Sum Total Base Bid I (Items 1-21)				\$ 511,683.00		\$ 589,559.50		\$ 722,821.87	
						Contractor's Price: \$589,559.50		Contractor's Price: \$722,807.00	
Mobilization (Not to exceed 3% of Base Bid)				\$ 15,000.00		\$ 17,686.79		\$ 21,684.66	
						Contractor's Price: \$18,000.00		Contractor's Price: \$36,064.00	
Base Bid I plus Mobilization				\$ 526,683.00		\$ 607,246.29		\$ 744,506.53	
						Contractor's Price: \$607,559.50		Contractor's Price: \$758,871.00	



**CITY OF EL PASO
BID TABULATION FORM**



BID TITLE: Trowbridge Drive Improvements								BID NO: 2022-0377	
BID DATE: February 2, 2022								DEPARTMENT: Capital Improvement	
				J.A.R Concrete, Inc. dba J.A.R Construction, Inc. El Paso, TX Bidder 7 of 9		Martinez Bros Contractors, LLC El Paso, TX Bidder 8 of 9		Spartan Construction of Texas, Inc. El Paso, TX Bidder 9 of 9	
Item No.	Approx. Quantity	Unit	Brief Description of Item	Unit Price (In Figures)	Total Amount (Quantity X Unit Price) Do Not Round Only Two	Unit Price (In Figures)	Total Amount (Quantity X Unit Price) Do Not Round Only Two	Unit Price (In Figures)	Total Amount (Quantity X Unit Price) Do Not Round Only Two
UNIT PRICE SCHEDULE: BASE BID II									
1	Left Blank Intentionally								
2	1	LS	CONSTRUCTION STAKING PERFORMED BY RPLS – BASE BID#2	\$ 7,500.00	\$ 7,500.00	\$ 6,240.00	\$ 6,240.00	\$ 41,300.00	\$ 41,300.00
3	1	LS	PRE-CONSTRUCTION AND POST-CONSTRUCTION VIDEO TAPING OF ENTIRE PROJECT SITE AND ALL OTHER PROJECT AREAS - BASE BID #2	\$ 1,500.00	\$ 1,500.00	\$ 5,400.00	\$ 5,400.00	\$ 966.00	\$ 966.00
4	3	MO	PROVIDE AND MAINTAIN APPROVED TRAFFIC AND PEDESTRIAN CONTROL – BASE BID #2	\$ 7,000.00	\$ 21,000.00	\$ 9,093.60	\$ 27,280.80	\$ 4,508.00	\$ 13,524.00
5	1	LS	IMPLEMENTATION OF SW3P BEST MANAGEMENT PRACTICES – BASE BID #2	\$ 6,000.00	\$ 6,000.00	\$ 5,400.00	\$ 5,400.00	\$ 6,440.00	\$ 6,440.00
6	12,827	SY	MILLING	\$ 1.70	\$ 21,805.90	\$ 1.80	\$ 23,088.60	\$ 4.50	\$ 57,721.50 Contractor's Price: \$57,824.00
7	12,827	SY	FURNISH AND INSTALL 2-INCH HOT MIX ASPHALT CONCRETE (HMAC) TXDOT ITEM 341, TYPE C	\$ 10.40	\$ 133,400.80 Contractor's Price: \$133,400.00	\$ 11.50	\$ 147,510.50	\$ 15.77	\$ 202,281.79 Contractor's Price: \$202,384.00
8	1,283	SY	FURNISH AND INSTALL 6-INCH FLEXIBLE BASE	\$ 12.00	\$ 15,396.00	\$ 19.20	\$ 24,633.60	\$ 23.18	\$ 29,739.94 Contractor's Price: \$29,745.00
9	1,283	SY	FURNISH AND INSTALL 8-INCH SUBGRADE SCARIFY	\$ 8.00	\$ 10,264.00	\$ 14.40	\$ 18,475.20	\$ 3.86	\$ 4,952.38 Contractor's Price: \$4,958.00
10	12,000	LF	FURNISH AND INSTALL 4-INCH REFLECTORIZED PAVEMENT MARKING (TYPE 1, WHITE)	\$ 1.00	\$ 12,000.00 Contractor's Price: \$1,200.00	\$ 0.82	\$ 9,840.00	\$ 0.96	\$ 11,520.00 Contractor's Price: \$11,592.00



**CITY OF EL PASO
BID TABULATION FORM**



BID TITLE: Trowbridge Drive Improvements					BID NO: 2022-0377				
BID DATE: February 2, 2022					DEPARTMENT: Capital Improvement				
				J.A.R Concrete, Inc. dba J.A.R Construction, Inc.		Martinez Bros Contractors, LLC		Spartan Construction of Texas, Inc.	
				El Paso, TX Bidder 7 of 9		El Paso, TX Bidder 8 of 9		El Paso, TX Bidder 9 of 9	
Item No.	Approx. Quantity	Unit	Brief Description of Item	Unit Price (In Figures)	Total Amount (Quantity X Unit Price) Do Not Round Only Two	Unit Price (In Figures)	Total Amount (Quantity X Unit Price) Do Not Round Only Two	Unit Price (In Figures)	Total Amount (Quantity X Unit Price) Do Not Round Only Two
UNIT PRICE SCHEDULE: BASE BID II									
11	1,945	LF	FURNISH AND INSTALL 4-INCH REFLECTORIZED PAVEMENT MARKING (TYPE 1, YELLOW)	\$ 1.50	\$ 2,917.50	\$ 0.94	\$ 1,828.30	\$ 1.28	\$ 2,489.60
12	10	EA	FURNISH AND INSTALL THERMOPLASTIC TRAFFIC FLOW ARROW (TURNING)(100 MILS, WHITE)	\$ 200.00	\$ 2,000.00	\$ 180.00	\$ 1,800.00	\$ 225.40	\$ 2,254.00
13	8	EA	FURNISH AND INSTALL THERMOPLASTIC TRAFFIC FLOW ARROW (100 MILS, WHITE)	\$ 200.00	\$ 1,600.00	\$ 180.00	\$ 1,440.00	\$ 225.40	\$ 1,803.20
14	21	EA	FURNISH AND INSTALL THERMOPLASTIC BIKE SYMBOLS (100 MILS, WHITE)	\$ 400.00	\$ 8,400.00	\$ 324.00	\$ 6,804.00	\$ 386.40	\$ 8,114.40
Sum Total Base Bid II (Items 1-14)				\$ 243,784.20		\$ 279,741.00		\$ 383,106.81	
				Contractor's Price: \$232,984.20				Contractor's Price: \$383,410.00	
Mobilization (Not to exceed 3% of Base Bid)				\$ 6,900.00		\$ 7,200.00		\$ 11,493.20	
								Contractor's Price: \$19,320.00	
Base Bid II plus Mobilization				\$ 250,684.20		\$ 286,941.00		\$ 394,600.01	
				Contractor's Price: \$239,884.20				Contractor's Price: \$402,730.00	
Sum Total Base Bid I Plus Base Bid II				\$ 777,367.20		\$ 894,187.29		\$ 1,139,106.54	
				Contractor's Price: \$766,562.20		Contractor's Price: \$894,500.50		Contractor's Price: \$1,161,601.00	



**CITY OF EL PASO
BID TABULATION FORM**



BID TITLE: Trowbridge Drive Improvements
BID DATE: February 2, 2022

BID NO: 2022-0377
DEPARTMENT: Capital Improvement

				J.A.R Concrete, Inc. dba J.A.R Construction, Inc. El Paso, TX Bidder 7 of 9		Martinez Bros Contractors, LLC El Paso, TX Bidder 8 of 9		Spartan Construction of Texas, Inc. El Paso, TX Bidder 9 of 9	
Item No.	Approx. Quantity	Unit	Brief Description of Item	Unit Price (In Figures)	Total Amount (Quantity X Unit Price) Do Not Round Only Two Decimals	Unit Price (In Figures)	Total Amount (Quantity X Unit Price) Do Not Round Only Two Decimals	Unit Price (In Figures)	Total Amount (Quantity X Unit Price) Do Not Round Only Two Decimals
UNIT PRICE SCHEDULE: Additive Alternate 1									
36	153	SY	DEMOLITION, REMOVAL, AND DISPOSAL OF EXISTING SIDEWALKS, DRIVEWAYS, ADA RAMPS, PARKWAY MATERIAL INCLUDING TREES AND BOULDERS, MISCELLANEOUS CONCRETE, AND APPURTENANCES	\$ 12.00	\$ 1,836.00	\$ 18.00	\$ 2,754.00	\$ 34.77	\$ 5,319.81 Contractor's Price: \$5,321.00
37	250	LF	DEMOLITION, REMOVAL, AND DISPOSAL OF EXISTING CURB & GUTTER AND HEADER CURB	\$ 8.00	\$ 2,000.00	\$ 3.00	\$ 750.00	\$ 7.72	\$ 1,930.00 Contractor's Price: \$1,932.00
38	200	LF	FURNISH AND INSTALL 4-INCH ROLLED CURB	\$ 12.00	\$ 2,400.00	\$ 18.00	\$ 3,600.00	\$ 25.76	\$ 5,152.00
39	2	EA	FURNISH AND INSTALL 6-INCH INFORCED CONCRETE RESIDENTIAL DRIVEWAYS WITH RIGHT OF ENTRY, COMPLETE IN PLACE	\$ 2,500.00	\$ 5,000.00	\$ 2,040.00	\$ 4,080.00	\$ 2,833.60	\$ 5,667.20 Contractor's Price: \$5,667.00
40	2	EA	FURNISH AND INSTALL 6-INCH REINFORCED CONCRETE RESIDENTIAL DRIVEWAYS	\$ 2,200.00	\$ 4,400.00	\$ 2,520.00	\$ 5,040.00	\$ 2,833.60	\$ 5,667.20 Contractor's Price: \$5,667.00
41	136	SY	FURNISH AND INSTALL 4-INCH EINFORCED CONCRETE SIDEWALKS	\$ 35.00	\$ 4,760.00	\$ 60.00	\$ 8,160.00	\$ 69.55	\$ 9,458.80 Contractor's Price: \$9,459.00
42	2	EA	FURNISH AND INSTALL REINFORCED ADA RAMPS COMPLETE IN PLACE	\$ 1,150.00	\$ 2,300.00	\$ 1,020.00	\$ 2,040.00	\$ 2,318.40	\$ 4,636.80 Contractor's Price: \$4,637.00
43	1	EA	FURNISH AND INSTALL FIRE HYDRANT RELOCATION	\$ 8,000.00	\$ 8,000.00	\$ 5,400.00	\$ 5,400.00	\$ 19,320.00	\$ 19,320.00
44	4	EA	FURNISH AND INSTALL TRAFFIC SIGNAGE WITH BREAKAWAY TRIANGULAR BASE, SIGN, POLES, AND FOUNDATION COMPLETE IN PLACE	\$ 950.00	\$ 3,800.00	\$ 1,092.00	\$ 4,368.00	\$ 1,223.60	\$ 4,894.40 Contractor's Price: \$4,894.00
45	50	LF	REPAIR AND RESTORE EXISTING WALL/FENCE/MASONRY	\$ 50.00	\$ 2,500.00	\$ 81.60	\$ 4,080.00	\$ 45.08	\$ 2,254.00
46	971	SY	MILLING	\$ 1.70	\$ 1,650.70	\$ 1.80	\$ 1,747.80	\$ 6.44	\$ 6,253.24 Contractor's Price: \$6,253.00
47	971	SY	FURNISH AND INSTALL 2-INCH HOT MIX ASPHALT CONCRETE (HMAC) TXDOT ITEM 341, TYPE C	\$ 16.00	\$ 15,536.00	\$ 11.50	\$ 11,166.50	\$ 18.67	\$ 18,128.57 Contractor's Price: \$18,134.00
48	97.1	SY	FURNISH AND INSTALL 6-INCH FLEXIBLE BASE	\$ 12.00	\$ 1,165.20	\$ 19.20	\$ 1,864.32	\$ 28.33	\$ 2,750.84 Contractor's Price: \$2,751.00



**CITY OF EL PASO
BID TABULATION FORM**



BID TITLE: Trowbridge Drive Improvements									
BID DATE: February 2, 2022									
BID NO: 2022-0377									
DEPARTMENT: Capital Improvement									
				J.A.R Concrete, Inc. dba J.A.R Construction, Inc.		Martinez Bros Contractors, LLC		Spartan Construction of Texas, Inc.	
				El Paso, TX Bidder 7 of 9		El Paso, TX Bidder 8 of 9		El Paso, TX Bidder 9 of 9	
Item No.	Approx. Quantity	Unit	Brief Description of Item	Unit Price (In Figures)	Total Amount (Quantity X Unit Price) Do Not Round Only Two Decimals	Unit Price (In Figures)	Total Amount (Quantity X Unit Price) Do Not Round Only Two Decimals	Unit Price (In Figures)	Total Amount (Quantity X Unit Price) Do Not Round Only Two Decimals
UNIT PRICE SCHEDULE: Additive Alternate 1									
49	97.1	SY	FURNISH AND INSTALL 8-INCH SUBGRADE SCARIFY	\$ 8.00	\$ 776.80	\$ 14.40	\$ 1,398.24	\$ 11.59	\$ 1,125.39 Contractor's Price: \$1,126.00
50	525	LF	FURNISH AND INST ALL4-INCH REFLECTORIZED PAVEMENT MARKING (TYPE 1, WHITE)	\$ 1.00	\$ 525.00	\$ 3.48	\$ 1,827.00	\$ 3.86	\$ 2,026.50 Contractor's Price: \$2,029.00
51	300	LF	FURNISH AN DINST ALL4-INCH REFLECTORIZED PAVEMENT MARKING (TYPE 1, YELLOW)	\$ 1.50	\$ 450.00	\$ 3.65	\$ 1,095.00	\$ 4.50	\$ 1,350.00 Contractor's Price: \$1,352.00
52	1	EA	FURNISH AND INSTALL THERMOPLASTIC TRAFFIC FLOW ARROW (TURNING)(100 MILS, WHITE)	\$ 200.00	\$ 200.00	\$ 180.00	\$ 180.00	\$ 216.38	\$ 216.38 Contractor's Price: \$216.00
53	2	EA	FURNISH AND INSTALL THERMOPLASTIC TRAFFIC FLOW ARROW (100 MILS, WHITE)	\$ 200.00	\$ 400.00	\$ 180.00	\$ 360.00	\$ 216.38	\$ 432.76 Contractor's Price: \$433.00
54	2	EA	FURNISH AND INSTALL THERMOPLASTIC BIKE SYMBOLS (100 MILS, WHITE)	\$ 400.00	\$ 800.00	\$ 324.00	\$ 648.00	\$ 367.08	\$ 734.16 Contractor's Price: \$734.00
55	1	LS	FURNISHANDINSTALLVIDEOIMAGE VEHICLE DETECTION SYSTEM	\$ 16,170.00	\$ 16,170.00	\$ 38,400.00	\$ 38,400.00	\$ 20,826.96	\$ 20,826.96 Contractor's Price: \$20,827.00
56	4	EA	CONSTRUCT, FURNISH, AND INSTALL GROUND BOXES COMPLETE WITH LIDS	\$ 1,000.00	\$ 4,000.00	\$ 2,100.00	\$ 8,400.00	\$ 1,288.00	\$ 5,152.00
57	720	LF	FURNISH AND INSTALL TRAFFIC SIGNAL CABLES	\$ 3.00	\$ 2,160.00	\$ 4.50	\$ 3,240.00	\$ 3.86	\$ 2,779.20 Contractor's Price: \$2,782.00
58	360	LF	CONDUIT	\$ 25.00	\$ 9,000.00	\$ 54.00	\$ 19,440.00	\$ 32.20	\$ 11,592.00



**CITY OF EL PASO
BID TABULATION FORM**



BID TITLE: Trowbridge Drive Improvements				BID NO: 2022-0377					
BID DATE: February 2, 2022				DEPARTMENT: Capital Improvement					
				J.A.R Concrete, Inc. dba J.A.R Construction, Inc. El Paso, TX Bidder 7 of 9		Martinez Bros Contractors, LLC El Paso, TX Bidder 8 of 9		Spartan Construction of Texas, Inc. El Paso, TX Bidder 9 of 9	
Item No.	Approx. Quantity	Unit	Brief Description of Item	Unit Price (In Figures)	Total Amount (Quantity X Unit Price) Do Not Round Only Two	Unit Price (In Figures)	Total Amount (Quantity X Unit Price) Do Not Round Only Two	Unit Price (In Figures)	Total Amount (Quantity X Unit Price) Do Not Round Only Two
UNIT PRICE SCHEDULE: Additive Alternate 1									
59	Left Blank Intentionally								
60	1	LS	CONSTRUCTION STAKING PERFORMED BY RPLS – ADDITIVE ALTERNATE #1	\$ 7,500.00	\$ 7,500.00	\$ 5,400.00	\$ 5,400.00	\$ 3,220.00	\$ 3,220.00
61	1	LS	PRE-CONSTRUCTION AND POST-CONSTRUCTION VIDEO TAPING OF NTIRE PROJECT SITE AND ALL OTHER PROJECT AREAS – ADDITIVE ALTERNATE #1	\$ 1,500.00	\$ 1,500.00	\$ 5,400.00	\$ 5,400.00	\$ 644.00	\$ 644.00
62	1	MO	PROVIDE AND MAINTAIN APPROVED TRAFFIC AND PEDESTRIAN CONTROL – ADDITIVE ALTERNATE #1	\$ 8,000.00	\$ 8,000.00	\$ 3,000.00	\$ 3,000.00	\$ 2,576.00	\$ 2,576.00
63	1	LS	IMPLEMENTATION OF SW3P BEST MANAGEMENT PRACTICES – ADDITIVE ALTERNATE #1	\$ 6,000.00	\$ 6,000.00	\$ 4,800.00	\$ 4,800.00	\$ 2,576.00	\$ 2,576.00
Sum Total Additive Alternate 1 (Items 36-63)				\$ 112,829.70 Contractor's Price: \$38,160.00		\$ 148,638.86		\$ 146,684.21 Contractor's Price: \$146,701.00	
Mobilization (Not to exceed 3% of Base Bid)				\$1,000.00		\$4,000.00		\$ 4,400.53 Contractor's Price: \$12,880.00	
Additive Alternate 1 plus Mobilization				\$ 113,829.70 Contractor's Price: \$39,160.00		\$ 152,638.86		\$ 151,084.74 Contractor's Price: \$159,581.00	
Amendments Acknowledged				Yes		Yes		Yes	
Bid Bond				Yes		Yes		Yes	

2022-0377 Trowbridge Drive Improvements View List		
1	AAA General Contrato	Skertchly, Edgar
2	AAndS Contractors In	Armendariz, Socorro
3	Abescape	Gallegos, Mari
4	Above All Constructi	Crain, Ashley
5	Accent Landscape Con	Counts, Tim
6	ADM Landscaping And	Diaz, Alfredo
7	Allen Concrete, Inc.	Allen, Miguel
8	AMTEK	Rugh, John
9	AREDI Enterprises, L	DIAZ, REBECA
10	Arrow Building	McGlohon, Tyler
11	B.F. Builders Group,	Fraire, Julio
12	Bain Construction	ortiz, jorge
13	BGC	Garcia, Michael
14	BidJudge.com	Bid, Judge
15	Black Stallion Contr	Luna, Hector
16	CEA Group	Concha, David
17	CJ Desert Constructi	Lira, German
18	CMD Endeavors	Brayan, Chavarria
19	Construct connect	Douglas, Matthew
20	ConstructConnect	STINSON, MORGAN
21	Construction Journal	Exton, Pamela
22	Construction Reporte	Wood, Jane
23	CSA Constructors	Oney, Hilary
24	DEL MAR CONTRACTING,	HARRISON, MIKE
25	Deltek	Management, Source
26	Dodge Data	Peggy, Koehn
27	DRS Rock Materials,	Soto, Daniel
28	Dustrol Inc.	Alshouse, Aaron
29	ECM International	Lujan, Rosie
30	El Paso Sanitation S	Soto, Lorena
31	ES And ASSOCIATES	ALWAGFI, RACHAEL
32	FloWar	Flores Warnock, Paula Patricia
33	Fortuna Financial An	Gutierrez, Luis
34	GCC Sun City Materia	Torres, Angelica
35	Global Containers An	Gamez, Alejandra
36	Globe Builders, LLC	Banks, Archie
37	HAWK	Jorge, Ojeda
38	Horizone Const. 1 LT	De Stefano, Luis Rene
39	Huitt-Zollars Inc.	Monarrez, Francisco
40	i- Sourcing Technolo	Balai, Rakesh
41	International Eagle	Leos, Joaquin

2022-0377 Trowbridge Drive Improvements View List		
42	J.D. Abrams L.P.	Kincaid, Kenneth
43	JAR Concrete Inc	Monica, Lombrana
44	JMR Demolition	Flores, Hugo
45	Jobe Materials	Paredes, Raul
46	Jordan Foster Constr	Figueroa, Joseph
47	Keystone GC, LLC.	Guillen, Francisco
48	LOI ENGINEERS	Olague, Bernardino
49	Lomeli and sons Land	Gonzalez, Ruben
50	Martinez Brothers Co	mota, pablo
51	McMillan And Associa	McMillan, Terry
52	Mirador Enterprises	Villanueva, Veronica
53	MoboTrex, Inc.	Lanning, Cody
54	Mr.	Ortiz, Cano
55	NINE DEGREES archite	Cesar, Molina
56	none	Johnson, Terence
57	NURAAMI	Hernandez-Bardan, Alberto
58	Pacific Inc	Doe, John
59	Perikin Enterprises	Silva, Luis
60	PMI Pavement Marking	HESSNEY, STEVE
61	Prime Irrigation And	Ortiz, Lupe
62	Prime Vendor Inc.	Jones, Kim
63	QTO Solutions	Uddin, Nisar
64	RBM Engineeering, In	Morris, Bryan
65	RDZ BUILD	Rodriguez, Manny
66	RGD innovations	Dominguez, Michael
67	SAAB SITE CONTRACTOR	SAAB, EDWARD
68	Santana Contracting	Arenivar, Albert
69	Satarain Constructio	Satarain, Joe
70	sdaf	dsf, sdfa
71	Smartprocure	Bjornsson, Ron
72	SPARTAN CONSTRUCTION	ALLEN, STEVE
73	Straight Edge Contra	Garay, Antoinette
74	Sundt Construction	Smith, Brian
75	The Marvin Group	Coppola, Laine
76	The PlanIt Room	Hernandez, Cecilia
77	Tri-State Electric,	Motta, Alejandro
78	Vitual Builders Exch	Olguin, Jeannette
79	Wayne Enterprises	Austin, Fork
80	West Texas General C	Valdez, Angel
81	Win Supply	Garcia, Mark
82	Xceed Resources	Sanchez, Eddie

2022-0377 Trowbridge Drive Improvements View List		
83	Ztex Construction	Construction, Ztex
84		Martinez, Jessica
85		Banquil, Lovely
86		James, Hardison
87		Watson, Frank
88		MARTINEZ, ALONSO
89		Alfonso, Rodriguez
90		Carrera, Jose



Legislation Text

File #: 22-190, 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

Parks and Recreation, Ben E. Fyffe, (915) 212-1766

Purchasing and Strategic Sourcing, Claudia A. Garcia, (915) 212-1218

AGENDA LANGUAGE:

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

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

Award Summary:

Discussion and action on the award of Solicitation of 2021-1380 General Cleaning Services - Parks and Recreation Facilities to Ace Government Services, LLC for a three (3) year initial term estimated amount of \$3,166,206.00. The award also includes a two (2) year option for an estimated amount of \$2,110,804.00. The total value of the contract is, including the initial term plus the option for a total of five (5) years, for an estimated amount of \$5,277,010.00. This contract will provide General Cleaning Services for City Park and Recreation facilities.

Contract Variance:

The difference in price, based on comparison to the previous contract is as follows: An increase of \$522,162.60 for the initial term, which represents a 19.75% increase due to an increase in the number of facilities.

Department:	Parks and Recreation
Vendor:	Ace Government Services, LLC
	El Paso, TX
Item(s):	All
Initial Term:	3 years
Option to Extend:	2 years
Annual Estimated Award:	\$1,055,402.00
Initial Term Estimated Award:	\$3,166,206.00 (3 years)
Total Estimated Award:	\$5,277,010.00 (5 years)
Account No.:	451-1000-522060-51230-P5106
Funding Source:	General Fund

District(s): All

This is a Best Value, services contract.

The Purchasing & Strategic Sourcing and Parks and Recreation Departments recommend award as indicated to Ace Government Services, LLC the bidder offering the best value bid.

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

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

AGENDA DATE: February 15, 2022
PUBLIC HEARING DATE: Not Applicable

CONTACT PERSON(S) NAME AND PHONE NUMBER:

Benjamin E. Fyffe, Managing Director, Parks and Recreation, (915) 212-1766
Claudia A. Garcia, Interim Director of Purchasing & Strategic Sourcing, (915) 212-1218

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:

Discussion and action on the award of solicitation of 2021-1380 General Cleaning Services – Parks and Recreation Facilities to Ace Government Services, LLC for a three (3) year initial term estimated amount of \$3,166,206.00. The award also includes a two (2) year option for an estimated amount of \$2,110,804.00. The total value of the contract is, including the initial term plus the option for a total of five (5) years, for an estimated amount of \$5,277,010.00. This contract will provide General Cleaning Services for City Park and Recreation facilities.

BACKGROUND / DISCUSSION:

This contract will provide General Cleaning Services at City Parks and recreation sites.

SELECTION SUMMARY:

Solicitation was advertised on August 31, 2021 and September 7, 2021. The solicitation was posted on City website on August 31, 2021. The email (Purmail) notification was sent out on September 2, 2021. There were a total of sixty two (62) viewers online; two (2) bids were received; two (2) from local suppliers. An Inadequate Competition Survey was conducted.

CONTRACT VARIANCE:

The difference in price, based on comparison to the previous contract is as follows: An increase of \$522,162.60 for the initial term, which represents a 19.75% increase due to an increase in the number of facilities.

PROTEST

No protest received for this requirement.

PRIOR COUNCIL ACTION:

N/A

AMOUNT AND SOURCE OF FUNDING:

Amount: \$3,166,206.00

Funding Source: General Fund

Account: 451 – 1000 – 522060 – 51230 – P5106

HAVE ALL AFFECTED DEPARTMENTS BEEN NOTIFIED? X YES NO

PRIMARY DEPARTMENT: Parks and Recreation
SECONDARY DEPARTMENT: Purchasing & Strategic Sourcing

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

DEPARTMENT HEAD:



Ben E. Fyffe – Parks and Recreation Managing Director

**COUNCIL PROJECT FORM
(BEST VALUE)**

*******POSTING LANGUAGE BELOW*******

Please place the following item on the **REGULAR** agenda for the Council Meeting of **February 15, 2022**.

STRATEGIC GOAL: NO. 7 – Enhance and Sustain El Paso's Infrastructure Network

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

Award Summary:

Discussion and action on the award of solicitation of 2021-1380 General Cleaning Services – Parks and Recreation Facilities to Ace Government Services, LLC for a three (3) year initial term estimated amount of \$3,166,206.00. The award also includes a two (2) year option for an estimated amount of \$2,110,804.00. The total value of the contract is, including the initial term plus the option for a total of five (5) years, for an estimated amount of \$5,277,010.00. This contract will provide General Cleaning Services for City Park and Recreation facilities.

Contract Variance:

The difference in price, based on comparison to the previous contract is as follows: An increase of \$522,162.60 for the initial term, which represents a 19.75% increase due to an increase in the number of facilities.

Department:	Parks and Recreation
Vendor:	Ace Government Services, LLC El Paso, TX
Item(s):	All
Initial Term:	3 years
Option to Extend:	2 years
Annual Estimated Award:	\$1,055,402.00
Initial Term Estimated Award:	\$3,166,206.00 (3 years)
Total Estimated Award:	\$5,277,010.00 (5 years)
Account No.:	451-1000-522060-51230-P5106
Funding Source:	General Fund
District(s):	All

This is a Best Value, services contract.

The Purchasing & Strategic Sourcing and Parks and Recreation Departments recommend award as indicated to Ace Government Services, LLC the bidder offering the best value bid.

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

*******ADDITIONAL INFO BELOW*******

CITY OF EL PASO BEST VALUE SCORESHEET

PROJECT: 2021-1380 General Cleaning Services - Parks and Recreation Facilities

Evaluation of Submittal

Ace Government
Services, LLCX Cleaning
Professionals

MAX POINTS

Factor A - Price

30

\$3,166,206.00

\$25,089,880.92

30.00

3.79

Factor B - Experience - Comparable Contracts

25

15.00

0.00

Factor C - References

20

15.00

0.00

Factor D – Employee Medical Benefit Incentives

15

2.00

0.00

Factor E - Work Plan

10

26.67

6.67

TOTAL SCORE

100

88.67

10.45

Rank

1

2



CITY OF EL PASO BID TABULATION FORM



Project Name: General Cleaning - Parks and Recreation Facilities
Bid Opening Date: October 13, 2021

Solicitation #: 2021-1380
Department: Parks & Recreation

GROUP 1			Ace Government Services, LLC El Paso, TX			X Cleaning Professionals, LLC El Paso, TX		
Item	Site Name	(A) Estimated Annual Qty	(B) Unit Cost (see calculation formula in specifications)	(C) Estimated Annual Total (A x B = C)	(D) Estimated 3 Year Total (C x 3 = D)	(B) Unit Cost (see calculation formula in specifications)	(C) Estimated Annual Total (A x B = C)	(D) Estimated 3 Year Total
A	Arlington Shelter	25	\$55.00	\$1,375.00	\$4,125.00	\$156.40	\$3,910.00	\$11,730.00
B	Grandview Community Center	12	\$2,088.00	\$25,056.00	\$75,168.00	\$9,653.52	\$115,842.24	\$347,526.72
B-1	Grandview Community Center - After Party Cleanup	25	\$55.00	\$1,375.00	\$4,125.00	\$1,164.80	\$29,120.00	\$87,360.00
C	Grandview Shelter	15	\$55.00	\$825.00	\$2,475.00	\$119.20	\$1,788.00	\$5,364.00
D	Nations Tobin Sports Center	12	\$3,197.25	\$38,367.00	\$115,101.00	\$23,651.12	\$283,813.44 Bidder's Price \$283,813.49	\$851,440.32 Bidder's Price \$851,440.46
D-1	Nations Tobin Sports Center - After Party Cleanup	15	\$55.00	\$825.00	\$2,475.00	\$2,990.40	\$44,856.00	\$134,568.00
E	Nolan Richardson Recreation Center	12	\$1,252.80	\$15,033.60	\$45,100.80	\$2,896.06	\$34,752.72 Bidder's Price \$34,752.68	\$104,258.16 Bidder's Price \$104,258.02
E-1	Nolan Richardson Recreation Center - After Party Cleanup	18	\$55.00	\$990.00	\$2,970.00	\$1,182.40	\$21,283.20	\$63,849.60
F	Rae Gilmore Recreation Center	12	\$783.00	\$9,396.00	\$28,188.00	\$1,810.04	\$21,720.48	\$65,161.44
F-1	Rae Gilmore Recreation Center - After Party Cleanup	12	\$55.00	\$660.00	\$1,980.00	\$456.00	\$5,472.00	\$16,416.00
G	Sunrise Shelter	11	\$55.00	\$605.00	\$1,815.00	\$150.32	\$1,653.52	\$4,960.56

NOTE: This is a Best Value Procurement. Price and other factors shall be evaluated to determine an awardee.
The information contained in this bid tabulation is for information only and does not constitute actual award/execution of contract.

APPROVED BY: _____

DATE: _____

Reviewed and approved
11/23/2021

2021-1380 General Cleaning Services - Parks Recreational Facilities

1



CITY OF EL PASO BID TABULATION FORM



Project Name: General Cleaning - Parks and Recreation Facilities
Bid Opening Date: October 13, 2021

Solicitation #: 2021-1380
Department: Parks & Recreation

GROUP 1			ACE GOVERNMENT SERVICES LLC EL PASO, TX			X Cleaning Professionals, LLC El Paso, TX		
Item	Site Name	(A) Estimated Annual Qty	(B) Unit Cost (see calculation formula in specifications)	(C) Estimated Annual Total (A x B = C)	(D) Estimated 3 Year Total (C x 3 = D)	(B) Unit Cost (see calculation formula in specifications)	(C) Estimated Annual Total (A x B = C)	(D) Estimated 3 Year Total (C x 3 = D)
H	Veterans Recreation Center	12	\$2,088.00	\$25,056.00	\$75,168.00	\$9,653.52	\$115,842.24	\$347,526.72
H-1	Veterans Recreation Center - After Party Cleanup	12	\$55.00	\$660.00	\$1,980.00	\$1,776.56	\$21,318.72	\$63,956.16
I	Wellington Chew Senior Center	12	\$1,044.00	\$12,528.00	\$37,584.00	\$2,413.38	\$28,960.56	\$86,881.68
I-1	Wellington Chew Senior Center - After Party Cleanup	21	\$55.00	\$1,155.00	\$3,465.00	\$991.68	\$20,825.28	\$62,475.84
Sub - Total (Items A thru I-1)				\$133,906.60	\$401,719.80		\$751,158.40 Bidder's Price \$751,158.41	\$2,253,475.20 Bidder's Price \$2,256,074.42

NOTE: This is a Best Value Procurement. Price and other factors shall be evaluated to determine an awardee.
The information contained in this bid tabulation is for information only and does not constitute actual award/execution of contract.

APPROVED BY: _____

DATE: _____

Reviewed and approved
11/23/2021

2021-1380 General Cleaning Services - Parks Recreational Facilities



**CITY OF EL PASO
BID TABULATION FORM**



Project Name: General Cleaning - Parks and Recreation Facilities
Bid Opening Date: October 13, 2021

Solicitation #: 2021-1380
Department: Parks & Recreation

GROUP 2			ACE GOVERNMENT SERVICES LLC EL PASO, TX			X Cleaning Professionals, LLC El Paso, TX		
Item	Site Name	(A) Estimated Annual Qty	(B) Unit Cost (see calculation formula in specifications)	(C) Estimated Annual Total (A x B = C)	(D) Estimated 3 Year Total (C x 3 = D)	(B) Unit Cost (see calculation formula in specifications)	(C) Estimated Annual Total (A x B = C)	(D) Estimated 3 Year Total (C x 3 = D)
A	Marcos B. Armijo Recreation Center	12	\$2,088.00	\$25,056.00	\$75,168.00	\$19,307.04	\$231,684.48	\$695,053.44
A-1	Marcos B. Armijo Recreation Center – After Party Cleanup	20	\$55.00	\$1,100.00	\$3,300.00	\$2,800.00	\$56,000.00	\$168,000.00
B	Braden Aboud Shelter	61	\$55.00	\$3,355.00	\$10,065.00	\$173.52	\$10,584.72	\$31,754.16
C	Chihuahuaita Recreation Center	12	\$783.00	\$9,396.00	\$28,188.00	\$1,810.04	\$21,720.48	\$65,161.44
C-1	Chihuahuaita Recreation Center – After Party Cleanup	20	\$55.00	\$1,100.00	\$3,300.00	\$230.40	\$4,608.00	\$13,824.00
D	Don Haskins Recreation Center	12	\$2,088.00	\$25,056.00	\$75,168.00	\$19,307.04	\$231,684.48 BIDDER'S PRICE \$4231,668.48	\$695,053.44
D-1	Don Haskins Recreation Center – After Party Cleanup	20	\$55.00	\$1,100.00	\$3,300.00	\$2,800.00	\$56,000.00	\$168,000.00
E	Judge Roger Morris A. Galatzan Recreation Center	12	\$2,088.00	\$25,056.00	\$75,168.00	\$9,653.52	\$115,842.24	\$347,526.72
E-1	Judge Roger Morris A. Galatzan Recreation Center After Party Cleanup	24	\$55.00	\$1,320.00	\$3,960.00	\$1,980.80	\$47,539.20	\$142,617.60
F	Pat O'Rourke Recreation Center	12	\$2,088.00	\$25,056.00	\$75,168.00	\$19,307.04	\$231,684.48	\$695,053.44

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APPROVED BY: _____

DATE: _____

Reviewed and approved
11/23/2021

2021-1380 General Cleaning Services - Parks Recreational Facilities



CITY OF EL PASO BID TABULATION FORM



Project Name: General Cleaning - Parks and Recreation Facilities
Bid Opening Date: October 13, 2021

Solicitation #: 2021-1380
Department: Parks & Recreation

GROUP 2			ACE GOVERNMENT SERVICES LLC EL PASO, TX			X Cleaning Professionals, LLC El Paso, TX		
Item	Site Name	(A) Estimated Annual Qty	(B) Unit Cost (see calculation formula in specifications)	(C) Estimated Annual Total (A x B = C)	(D) Estimated 3 Year Total (C x 3 = D)	(B) Unit Cost (see calculation formula in specifications)	(C) Estimated Annual Total (A x B = C)	(D) Estimated 3 Year Total (C x 3 = D)
F-1	Pat O'Rourke Recreation Center - After Party Cleanup	15	\$55.00	\$825.00	\$2,475.00	\$2,905.20	\$43,578.00	\$130,734.00
G	Polly Harris Senior Center	12	\$1,044.00	\$12,528.00	\$37,584.00	\$2,413.93	\$28,967.16	\$86,901.48
G-1	Polly Harris Senior Center - After Party Cleanup	14	\$55.00	\$770.00	\$2,310.00	\$606.88	\$8,496.32	\$25,488.96
H	San Jacinto Park Public Restrooms	12	\$3,654.00	\$43,848.00	\$131,544.00	\$13,514.93	\$162,179.16	\$486,537.48
H-1	San Jacinto Park Public Restrooms	15	\$144.00	\$2,160.00	\$6,480.00	\$332.88	\$4,993.20	\$14,979.60
I	South El Paso Senior Center	12	\$1,827.00	\$21,924.00	\$65,772.00	\$8,446.83	\$101,361.96	\$304,085.88
I-1	South El Paso Senior Center – After Party Cleanup	22	\$55.00	\$1,210.00	\$3,630.00	\$1,164.80	\$25,625.60	\$76,876.80
J	Westside Natatorium/Leon Cancellare Aquatic Center	40	\$2,936.25	\$117,450.00	\$352,350.00	\$32,580.63	\$1,303,225.20	\$3,909,675.60
Sub - Total Group 2 (ITEMS A thru J)				\$318,310.00	\$954,930.00		\$2,685,774.68 BIDDER'S PRICE \$1,717,857.24	\$8,057,324.04 BIDDER'S PRICE \$5,153,691.77

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DATE: _____

Reviewed and approved
11/23/2021

2021-1380 General Cleaning Services - Parks Recreational Facilities



CITY OF EL PASO BID TABULATION FORM



Project Name: General Cleaning - Parks and Recreation Facilities
 Bid Opening Date: October 13, 2021

Solicitation #: 2021-1380
 Department: Parks & Recreation

GROUP 3			ACE GOVERNMENT SERVICES LLC EL PASO, TX			X Cleaning Professionals, LLC El Paso, TX		
Item	Site Name	(A) Estimated Annual Qty	(B) Unit Cost (see calculation formula in specifications)	(C) Estimated Annual Total (A x B = C)	(D) Estimated 3 Year Total (C x 3 = D)	(B) Unit Cost (see calculation formula in specifications)	(C) Estimated Annual Total (A x B = C)	(D) Estimated 3 Year Total (C x 3 = D)
A	Chalio Acosta Sports Center	12	\$3,654.00	\$43,848.00	\$131,544.00	\$27,029.86	\$324,358.32	\$973,074.96
A-1	Chalio Acosta Sports Center – After Party Cleanup	15	\$55.00	\$825.00	\$2,475.00	\$1,870.40	\$28,056.00	\$84,168.00
B	Chamizal Community Center and Library	12	\$3,523.50	\$42,282.00	\$126,846.00	\$19,548.38	\$234,580.56	\$703,741.68
B-1	Chamizal Community Center and Library – After Party Cleanup	120	\$55.00	\$6,600.00	\$19,800.00 <small>Bidder's Price \$79,00.00</small>	\$2,253.84	\$270,460.80	\$811,382.40
C	Hilos De Plata Senior Center	12	\$1,566.00	\$18,792.00	\$56,376.00	\$7,240.14	\$86,881.68	\$260,645.04
C-1	Hilos De Plata Senior Center – After Party Cleanup	44	\$55.00	\$2,420.00	\$7,260.00	\$1,152.96	\$50,730.24	\$152,190.72
D	Leona Ford Washington Recreation Center	12	\$1,252.80	\$15,033.60	\$45,100.80	\$2,896.06	\$34,752.72	\$104,258.16
D-1	Leona Ford Washington Recreation Center – After Party Cleanup	12	\$55.00	\$660.00	\$1,980.00	\$614.80	\$7,377.60	\$22,132.80
E	Memorial Garden Area	12	\$939.60	\$11,275.20	\$33,825.60	\$2,172.04	\$26,064.48	\$78,193.44
F	Memorial Park Reserve	120	\$55.00	\$6,600.00	\$19,800.00	\$1,600.00	\$192,000.00	\$576,000.00

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APPROVED BY: _____

DATE: _____

[Signature]

Reviewed and approved
 11/23/2021

2021-1380 General Cleaning Services - Parks Recreational Facilities



CITY OF EL PASO BID TABULATION FORM



Project Name: General Cleaning - Parks and Recreation Facilities
Bid Opening Date: October 13, 2021

Solicitation #: 2021-1380
Department: Parks & Recreation

GROUP 3			ACE GOVERNMENT SERVICES LLC EL PASO, TX			X Cleaning Professionals, LLC El Paso, TX		
Item	Site Name	(A) Estimated Annual Qty	(B) Unit Cost (see calculation formula in specifications)	(C) Estimated Annual Total (A x B = C)	(D) Estimated 3 Year Total (C x 3 = D)	(B) Unit Cost (see calculation formula in specifications)	(C) Estimated Annual Total (A x B = C)	(D) Estimated 3 Year Total (C x 3 = D)
G	Memorial Senior Center	12	\$1,044.00	\$12,528.00	\$37,584.00	\$4,826.76	\$57,921.12	\$173,763.36
G-1	Memorial Senior Center – After Party Cleanup	34	\$55.00	\$1,870.00	\$5,610.00	\$960.48	\$32,656.32	\$97,968.96
H	Multipurpose Recreation Center	12	\$2,088.00	\$25,056.00	\$75,168.00	\$19,307.04	\$231,684.48	\$695,053.44
H-1	Multipurpose Recreation Center – After Party Cleanup	120	\$55.00	\$6,600.00	\$19,800.00	\$1,488.80	\$178,656.00	\$535,968.00
I	San Juan Recreation Center	12	\$1,252.80	\$15,033.60	\$45,100.80	\$2,896.06	\$34,752.72	\$104,258.16
I-1	San Juan Recreation Center – After Party Cleanup	24	\$55.00	\$1,320.00	\$3,960.00	\$1,414.72	\$33,953.28	\$101,859.84
J	San Juan Senior Center	12	\$1,044.00	\$12,528.00	\$37,584.00	\$2,413.38	\$28,960.56	\$86,881.68
J-1	San Juan Senior Center – After Party Cleanup	26	\$55.00	\$1,430.00	\$4,290.00	\$726.88	\$18,898.88	\$56,696.64
K	Seville Recreation Center	12	\$1,252.80	\$15,033.60	\$45,100.80	\$2,896.06	\$34,752.72 Bidder's Price \$34,752.87	\$104,258.16 Bidder's Price \$104,258.02
K-1	Seville Recreation Center – After Party Cleanup	20	\$55.00	\$1,100.00	\$3,300.00	\$456.00	\$9,120.00	\$27,360.00
Sub - Total Group 3 (Items A thru K-1)				\$240,835.00	\$722,505.00		\$1,907,498.48 Bidder's Price \$1,916,618.43	\$5,471,833.92 Bidder's Price \$5,749,855.29

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DATE: _____

Reviewed and approved
11/23/2021

2021-1380 General Cleaning Services - Parks Recreational Facilities



CITY OF EL PASO BID TABULATION FORM



Project Name: General Cleaning - Parks and Recreation Facilities
Bid Opening Date: October 13, 2021

Solicitation #: 2021-1380
Department: Parks & Recreation

GROUP 4			ACE GOVERNMENT SERVICES LLC EL PASO, TX			X Cleaning Professionals, LLC El Paso, TX		
Item	Site Name	(A) Estimated Annual Qty	(B) Unit Cost (see calculation formula in specifications)	(C) Estimated Annual Total (A x B = C)	(D) Estimated 3 Year Total (C x 3 = D)	(B) Unit Cost (see calculation formula in specifications)	(C) Estimated Annual Total (A x B = C)	(D) Estimated 3 Year Total (C x 3 = D)
A	The Beast Urban Park	12	\$9,709.20	\$116,510.40	\$349,531.20	\$59,851.82	\$718,221.84 Bidder's Price \$718,221.89	\$2,154,665.52 Bidder's Price \$2,154,665.66
A-1	The Beast Urban Park – After Party Cleanup	200	\$55.00	\$11,000.00	\$33,000.00	\$3,599.52	\$719,904.00	\$2,159,712.00
B	Eastside Senior Center	12	\$1,044.00	\$12,528.00	\$37,584.00	\$4,826.76	\$57,921.12	\$173,763.36
B-1	Eastside Senior Center – After Party Cleanup	34	\$55.00	\$1,870.00	\$5,610.00	\$664.00	\$22,576.00	\$67,728.00
C	Gary Del Palacio Recreation Center	12	\$2,088.00	\$25,056.00	\$75,168.00	\$9,653.52	\$115,842.24	\$347,526.72
C-1	Gary Del Palacio Recreation Center – After Party Cleanup	24	\$55.00	\$1,320.00	\$3,960.00	\$1,955.28	\$46,926.72 Bidder's Price \$3,910.56	\$140,780.16 Bidder's Price \$11731.68
D	Happiness Senior Center	12	\$1,044.00	\$12,528.00	\$37,584.00	\$2,413.38	\$28,960.56	\$86,881.68
D-1	Happiness Senior Center – After Party Cleanup	12	\$55.00	\$660.00	\$1,980.00	\$394.24	\$4,730.88	\$14,192.64
E	Marty Robbins Recreation Center	12	\$2,088.00	\$25,056.00	\$75,168.00	\$4,438.40	\$53,260.80	\$159,782.40
E-1	Marty Robbins Recreation Center – After Party Cleanup	15	\$55.00	\$825.00	\$2,475.00	\$1,716.24	\$25,743.60	\$77,230.80

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APPROVED BY: _____

DATE: _____

Reviewed and approved
11/23/2021

2021-1380 General Cleaning Services - Parks Recreational Facilities



CITY OF EL PASO BID TABULATION FORM



Project Name: General Cleaning - Parks and Recreation Facilities
Bid Opening Date: October 13, 2021

Solicitation #: 2021-1380
Department: Parks & Recreation

GROUP 4			ACE GOVERNMENT SERVICES LLC EL PASO, TX			X Cleaning Professionals, LLC El Paso, TX		
Item	Site Name	(A) Estimated Annual Qty	(B) Unit Cost (see calculation formula in specifications)	(C) Estimated Annual Total (A x B = C)	(D) Estimated 3 Year Total (C x 3 = D)	(B) Unit Cost (see calculation formula in specifications)	(C) Estimated Annual Total (A x B = C)	(D) Estimated 3 Year Total (C x 3 = D)
F	Officer David Ortiz Recreation Center	12	\$2,088.00	\$25,056.00	\$75,168.00	\$19,307.04	\$231,684.48	\$695,053.44
F-1	Officer David Ortiz Recreation Center – After Party Cleanup	24	\$55.00	\$1,320.00	\$3,960.00	\$2,416.00	\$57,984.00	\$173,952.00
G	Pavo Real Recreation Center	12	\$2,088.00	\$25,056.00	\$75,168.00	\$9,653.52	\$115,842.24	\$347,526.72
G-1	Pavo Real Recreation Center – After Party Cleanup	18	\$55.00	\$990.00	\$2,970.00	\$1,735.04	\$31,230.72	\$93,692.16
H	Pavo Real Senior Center	12	\$1,566.00	\$18,792.00	\$56,376.00	\$7,240.14	\$86,881.68	\$260,645.04
H-1	Pavo Real Senior Center – After Party Cleanup	46	\$55.00	\$2,530.00	\$7,590.00	\$671.44	\$30,886.24	\$92,658.72
I	Sylvia Carreon Recreation Center	12	\$2,088.00	\$25,056.00	\$75,168.00	\$9,653.52	\$115,842.24	\$347,526.72
I-1	Sylvia Carreon Recreation Center – After Party Cleanup	120	\$55.00	\$6,600.00	\$19,800.00	\$1,638.24	\$196,588.80	\$589,766.40
J	Thomas Manor Shelter	13	\$55.00	\$715.00	\$2,145.00	\$119.20	\$1,549.60	\$4,648.80
K	Valle Bajo Community Center & Library	12	\$3,523.50	\$42,282.00	\$126,846.00	\$19,548.38	\$234,580.56	\$703,741.68 Bidder's Price \$2,814,966.72

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APPROVED BY: _____

DATE: _____

[Signature]

Reviewed and approved
11/23/2021

2021-1380 General Cleaning Services - Parks Recreational Facilities



CITY OF EL PASO BID TABULATION FORM



Project Name: General Cleaning - Parks and Recreation Facilities
Bid Opening Date: October 13, 2021

Solicitation #: 2021-1380
Department: Parks & Recreation

			ACE GOVERNMENT SERVICES LLC EL PASO, TX			X Cleaning Professionals, LLC El Paso, TX		
Item	Site Name	(A) Estimated Annual Qty	(B) Unit Cost (see calculation formula in specifications)	(C) Estimated Annual Total (A x B = C)	(D) Estimated 3 Year Total (C x 3 = D)	(B) Unit Cost (see calculation formula in specifications)	(C) Estimated Annual Total (A x B = C)	(D) Estimated 3 Year Total (C x 3 = D)
K-1	Valle Bajo Community Center & Library	120	\$55.00	\$6,600.00	\$19,800.00	\$1,710.48	\$205,257.60	\$615,772.80
Sub - Total Group 4 (Items A thru K-1)				\$362,350.40	\$1,087,051.20		\$3,102,415.92 Bidder's Price \$3,059,399.28	\$9,307,247.76 Bidder's Price \$9,178,199.34
Grand Total (Group 1, 2, 3, & 4)				\$1,055,402.00	\$3,166,206.00		\$8,446,847.48 Bidder's Price \$7,445,073.86	\$25,089,880.92 Bidder's Price \$22,335,221.51
<p>OPTION TO EXTEND THE TERM OF THE AGREEMENT THE CITY AT ITS SOLE DISCRETION, MAY EXERCISE ANY OPTION TO EXTEND THE TERM OF THE AGREEMENT, BY GIVING THE CONTRACTOR WRITTEN NOTICE WITHIN THE TIME PERIOD NOTED ON THE SELECTED OPTIONS.</p> <p>THE TERM OF THIS CONTRACT SHALL BE BASED ON ONE OF THE SELECTIONS BELOW AND UNDER THE SAME TERMS AND CONDITIONS. THE CITY MANAGER OR DESIGNEE MAY EXTEND THE OPTION TO EXTEND.</p> <p>BIDDER OFFERS THE CITY THE OPTION OF EXTENDING THE TERM OF THE CONTRACT FOR:</p>								
TWO (2) ADDITIONAL YEARS AT THE SAME UNIT PRICE(S), IF THE OPTION IS EXERCISED PRIOR TO THE EXPIRATION OF THE ORIGINAL TERM OF THE CONTRACT:			<div>X</div>			<div>X</div>		
NO OPTION OFFERED			<div></div>			<div></div>		
PAYMENT TERMS:			Net 30			Net 30		
BIDS SOLICITED: 36 LOCAL BIDS SOLICITED: 30 BIDS RECEIVED: 2 LOCAL BIDS RECEIVED: 2 NO BID: 0								

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DATE: _____

[Signature]

Reviewed and approved
11/23/2021

2021-1380 General Cleaning Services - Parks Recreational Facilities

2021-1380 General Cleaning Services – Parks & Recreation Facilities**Bidders List**

A-ONE JANITORIAL
6303 AIRPORT ROAD
EL PASO, TX 79925

ADEFTO BUILDING & GROUND SVS.
7740 MUSTANG AVENUE
EL PASO, TX 79915

AJ MAINTENANCE SERVICE
8057 BOWEN ROAD
EL PASO, TX 79915-4701

AALCON JANITORIAL SERVICES
2613 WHEELING AVE
EL PASO, TX 79930

THE EAGLE JANITORIAL SERVICES
2919 AURORA AVENUE
EL PASO, TX 79930

ACME-WESTERN JANITORIAL SERVICE
INC.
2124 MONTANA AVE
EL PASO, TX 79903

ASEO INC.
7235 N. LOOP DR.
EL PASO, TX 79915

STAR-CLEAN
8120 ROGERS
EL PASO, TX 79907

DJ'S JANITORIAL SERVICES
P. O. BOX 370305
EL PASO, TX 79937-0305

CCBS BUILDING SERVICE
6940 VILLA HERMOSA DR.
EL PASO, TX 79912

S&R JANITORIAL SERVICE
707 URANIO PL.
EL PASO, TX 79928

C & L JANITORIAL SERVICES
1207 N GRAMA STREET
EL PASO, TX 79903

CLEOLA SWEED
12808 TIERRA AVALA
EL PASO, TX 79938

TEXAS-UBS, INC.
15700 EXPORT PLAZA DR. # G
HOUSTON, TX 77032

CMC & MAINTENANCE, INC.
4 UNION STREET SUITE 24
BANGOR, ME 04401

HB MANAGEMENT GROUP
ATTN: KEVIN STAYART
7100 BROADWAY, SUITE 6-L
DENVER, CO 80221

D & D PROFESSIONAL SERVICES
9908 BERMUDA AVE
EL PASO, TX 79925

MIGHTY CLEAN
11572 BOB MITCHELL DR.
EL PASO, TX 79936

EXECUTIVE MAINTENANCE
ATTN: LUIS HERNANDEZ
4305 LOMA DE ORO
EL PASO, TX 79934

D&A BUILDING SERVICES, INC.
321 GEORGIA AVENUE
LONGWOOD, FL 32750

EXCELLENT JANITORIAL
5004 GRECO COURT
EL PASO, TX 79924-2221

Y & C JANITORIAL SERVICES
3021 E. MISSOURI
EL PASO, TX 79903

G AND L JANITORIAL SERVICE
2036 THUNDER RIDGE DR.
EL PASO, TX 79938
915-855-7702

JO CARES JANITORIAL & MAID
SERVICES
1833 PUEBLO NUEVO CIR.
EL PASO, TX 79936

L & J CLEANING SERVICE
2904 SAN DIEGO
P.O. BOX 3461
EL PASO, TX 79930

PM JANITORIAL SERVICES
10413 VALLE FERTIL
SOCORRO, TX 79927

TRDI INCORPORATED
11450 ROJAS DR STE D12
EL PASO, TX 79936

2021-1380 General Cleaning Services – Parks & Recreation Facilities**Bidders List**

MARTINEZ JANITORIAL SERVICES
3121 TIERRA RIO ROAD
EL PASO, TX 79938-4483

MAHEIR JANITORIAL SERVICES
12156 YVONNE RICHARDSON AVENUE
EL PASO, TX 79936

MODERN ENTERPRISES
10209 SUGARBERRY DR.
EL PASO, TX 79925

P & S JANITORIAL SERVICES
12158 VALLEY QUAIL
EL PASO, TX 79936

KEEPCLEAN MANAGEMENT INC.
494 BRIDGEPORT AVE. SUITE 180
SHELTON, CT 06484

WESTERN JANITORIAL SERVICE INC.
2124 MONTANA
EL PASO, TX 79903

SOTELO JANITORIAL SERVICES
5665 BETHVIEW
EL PASO, TX 79932

SPARKLE PROFESSIONAL JANITORIAL
SERVICE
3901 FLAMINGO
EL PASO, TX 79902

SUN CITY CLEANING
4421 TITANIC AVE
EL PASO, TX 79904



El Paso, TX

300 N. Campbell
El Paso, TX

Legislation Text

File #: 22-64, Version: 1

CITY OF EL PASO, TEXAS LEGISTAR AGENDA ITEM SUMMARY FORM

DISTRICT, DEPARTMENT, CONTACT INFORMATION:

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

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

All Districts

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

Planning and Inspections, Raul Garcia, (915) 212-1643

AGENDA LANGUAGE:

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

An Ordinance amending Title 20 (Zoning) Section 20.18.140 (Prohibited Signs) and adding Section 20.18.320 (Mobile Billboards) to allow Mobile Billboards. The penalty being as provided in Section 20.24 of the El Paso City Code.

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

AGENDA DATE: January 19, 2022
PUBLIC HEARING DATE: February 15, 2022

CONTACT PERSON(S) NAME AND PHONE NUMBER: Philip F. Etiwe, (915) 212-1553
Raul Garcia, (915) 212-1643

DISTRICT(S) AFFECTED: City-wide

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

SUBGOAL: 3.2 Set one standard for infrastructure across the city

SUBJECT:

An Ordinance amending Title 20 (Zoning) Section 20.18.140 (Prohibited Signs) and adding Section 20.18.320 (Mobile Billboards) to allow Mobile Billboards. The penalty being as provided in Section 20.24 of the El Paso City Code.

BACKGROUND / DISCUSSION:

On December 16, 2021 the City Plan Commission recommended 5-0 to deny the proposed amendment.

PRIOR COUNCIL ACTION:

N/A

AMOUNT AND SOURCE OF FUNDING:

N/A

HAVE ALL AFFECTED DEPARTMENTS BEEN NOTIFIED? X YES ___ NO

PRIMARY DEPARTMENT: Planning & Inspections, Planning Division

SECONDARY DEPARTMENT: N/A

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

DEPARTMENT HEAD:

Philip Etiwe

ORDINANCE NO. _____

AN ORDINANCE AMENDING TITLE 20 (ZONING) SECTION 20.18.140 (PROHIBITED SIGNS) AND ADDING SECTION 20.18.320 (MOBILE BILLBOARDS) TO ALLOW MOBILE BILLBOARDS. THE PENALTY BEING AS PROVIDED IN SECTION 20.24 OF THE EL PASO CITY CODE.

WHEREAS, Title 20 (Zoning) of the El Paso City Code, Chapter 20.18 regulates signage; and,

WHEREAS, Chapter 20.18 (Sign Regulations) currently prohibits Mobile Billboards; and,

WHEREAS, Mobile Billboards can be allowed on public Rights-of-Way with appropriate regulations to mitigate the impact on surrounding areas,

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

SECTION 1. That Title 20 (Zoning), Chapter 20.18 (Sign Regulations), Section 20.04.140 (Prohibited Signs), is amended by removing the following section:

I. Mobile Billboards

SECTION 2. That Title 20 (Zoning), Chapter 20.18 (Sign Regulations), Section 20.04.320 (Mobile Billboards) be added:

20.18.320 – Mobile Billboards.

- A. This section shall apply to mobile billboards operated within the corporate limits of the city and no permit shall be issued for a mobile billboard in the city, except as authorized by this Section.
- B. A person shall not operate a Mobile Billboard on the Public Right of Way without obtaining a Special Privilege Permit in accordance with Section 15.08.160 Mobile Billboards. A mobile billboard operator who obtains a Special Privilege Permit shall abide by all requirements prescribed under the applicable standards in Section 15.08.160 Mobile Billboards.

(Signatures Begin on Following Page)

APPROVED this _____ day of _____, 2022.

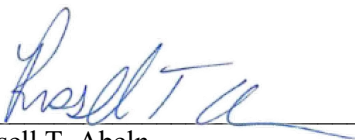
THE CITY OF EL PASO:

Oscar Leaser
Mayor

ATTEST:

Laura D. Prine
City Clerk

APPROVED AS TO FORM:



Russell T. Abeln
Assistant City Attorney

APPROVED AS TO CONTENT:



Philip Etiwe, Director
Planning & Inspections Department



Legislation Text

File #: 22-65, Version: 1

CITY OF EL PASO, TEXAS
LEGISTAR AGENDA ITEM SUMMARY FORM

DISTRICT, DEPARTMENT, CONTACT INFORMATION:

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

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

All Districts

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

Planning and Inspections, Raul Garcia, (915) 212-1643

AGENDA LANGUAGE:

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

An Ordinance amending Title 15, (Public Services), Chapter 15.08 (Street Rentals), establishing Section 15.08.160 (Mobile Billboards) of the El Paso City Code to add regulations for Mobile Billboards. The penalty is as provided for in Section 15.08.160 of the El Paso City Code.

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

AGENDA DATE: January 19, 2022
PUBLIC HEARING DATE: February 15, 2022

CONTACT PERSON(S) NAME AND PHONE NUMBER: Philip F. Etiwe, (915) 212-1553
Raul Garcia, (915) 212-1643

DISTRICT(S) AFFECTED: City-wide

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

SUBGOAL: 3.2 Set one standard for infrastructure across the city

SUBJECT:

An Ordinance amending Title 15, (Public Services), Chapter 15.08 (Street Rentals), establishing Section 15.08.160 (Mobile Billboards) of the El Paso City Code to add regulations for Mobile Billboards. The penalty is as provided for in Section 15.08.160 of the El Paso City Code.

BACKGROUND / DISCUSSION:

On December 16, 2021 the City Plan Commission recommended 5-0 to deny the proposed amendment.

PRIOR COUNCIL ACTION:

N/A

AMOUNT AND SOURCE OF FUNDING:

N/A

HAVE ALL AFFECTED DEPARTMENTS BEEN NOTIFIED? X YES ___ NO

PRIMARY DEPARTMENT: Planning & Inspections, Planning Division

SECONDARY DEPARTMENT: N/A

*****REQUIRED AUTHORIZATION***** **DEPARTMENT**

HEAD:

Philip Etiwe

ORDINANCE NO.

AN ORDINANCE AMENDING TITLE 15 (PUBLIC SERVICES), CHAPTER 15.08 (STREET RENTALS), ESTABLISHING SECTION 15.08.160 (MOBILE BILLBOARDS) OF THE EL PASO CITY CODE TO ADD REGULATIONS FOR MOBILE BILLBOARDS. THE PENALTY IS AS PROVIDED FOR IN SECTION 15.08.160 OF THE EL PASO CITY CODE.

WHEREAS, the public right of way is primary for the passage of persons and goods;
and

WHEREAS, the City has authority to allow for the use of a street for a private purpose provided that use does not interfere with the public use of the street and does not create a dangerous condition on the street; and

WHEREAS, the City finds that it is in the best interest of the public to regulate mobile billboards on city streets in order to ensure that the public use of the street is maintained and no dangerous conditions on the street are created; and

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

SECTION 1. That Title 15 (Public Services), Chapter 15.08 (Street Rentals) is amended, establishing Section 15.08.160 (Mobile Billboards) as follows:

A. Definitions. For purposes of this section, the following terms have the following definitions.

1. "Mobile billboard" means a motor vehicle or trailer, which is used for the display of general advertising for hire.
2. "Director" means the individual designated by the city manager in charge of overseeing the enforcement of this Section.
3. "Applicant" means a natural person as well as any entity or organization authorized to do business in the State of Texas and County of El Paso.
4. "Permit" means a permit issued by the Director under this section.
5. "Public Right-of-Way" means any portion of a street or sidewalk dedicated to the City of El Paso for the use of the public.

6. "Changeable Electronic Variable Message Sign (CEVM)" means a sign which uses electronic technology that is capable of displaying changeable or intermittent images, such as by turning on or off various lighting elements. The term includes any illuminated sign on which such illumination is not kept stationary or constant in intensity and color at all times when such sign is in use, or which changes the visual image more than one time per twenty-four-hour period. The term includes display technology such as LED (light emitting diode) or digital displays which can vary in color or intensity, or any system which is functionally equivalent even if the message is static. The term also includes any display, or device, which changes the "static" message or copy on the sign, in "slide show" fashion, by electronic means.

B. Prohibition. An applicant shall not operate a Mobile Billboard on the Public Right-of-Way without obtaining a Permit under this section of the El Paso City Code. An applicant who obtains a Permit under this Section shall abide by all requirements prescribed under this Section as well as all regulations adopted by the Director under the authority granted to the Director under this Section.

C. Permit. An Applicant who wants to operate a Mobile Billboard on the Public Right-of-Way shall apply for a Permit on an application form as required by the Director. The Director shall issue no more than three Permits to three Applicants that comply with requirements of this Section and any regulations adopted by the Director pursuant to this Section. The Director shall not issue a Permit to an Applicant that does not comply with the requirements of this section or any regulations adopted by the Director pursuant to this section. An Applicant is not eligible to apply for a permit for one year following a revocation of a permit under this Section. Unless terminated earlier as provided under this section, all permits issued under this section expire ***1 year after adoption*** regardless of the date such Permit is issued. No Permit shall be issued to an Applicant owing ad valorem taxes to the City or who has defaulted on an agreement with the City within five years preceding the application for a Permit under this Section. Notwithstanding anything to the contrary, a Permit may only be issued to an Applicant who owns the Mobile Billboard for which the permit is requested. All application forms and documents under this section must be executed by the owner of the Mobile Billboard. Nothing in the section prohibits City Council from amending this Section to change the expiration date of all Permits.

D. Regulations. Mobile Billboards shall comply with the following:

1. Each Applicant who has been issued a Permit shall be limited to no more than 3 Mobile Billboard vehicles operating on city streets at one time.
2. Mobile Billboards shall not contain sound.
3. CEVM Mobile billboards are prohibited.
4. Any illumination shall comply with the City's dark sky ordinance.

5. Mobile Billboards shall operate only on designated arterials, operating on local streets and freeways is prohibited.
6. Mobile Billboards shall be prohibited from operating during the hours between twelve am and eight am.
7. Mobile Billboards shall comply with the following dimensions:
 - i. The Mobile Billboard sign face area shall not exceed 14 feet in height measured from the ground.
 - ii. The Mobile Billboard sign face area shall not exceed 22 feet in length.
 - iii. The Mobile Billboard sign face area shall not exceed 220 square feet in size.
8. The operation of Mobile Billboards shall be prohibited when sustained winds in excess of 35 miles per hour exist within the immediate vicinity of the Mobile Billboard or its proposed route.
9. The issued Permit shall be displayed at all times in an open and conspicuous place on the premises of the permitted Mobile Billboard.

E. A Permit may be denied for failure to comply with this section or the regulations adopted by the Director under this Section. The Director may deny a Permit for up to one year following a Applicant's failure to comply with this Section or the regulations adopted by the Director under this section. A Permit may be denied or revoked upon discovery of any false information submitted by an Applicant under this Section. The Director may remove any Mobile Billboard placed on the Public Right-of-Way in violation of this Section or any regulation adopted by the Director under this Section.

F. Proof of Ownership and Insurance. An Applicant shall submit proof of ownership and insurance for all Mobile Billboards under a Permit and shall comply with all other applicable traffic laws and regulations.

G. Maintenance. Applicants shall ensure every Mobile Billboard is maintained in a condition to be operated safely upon City Public Rights-of-Way. An Applicant shall not perform maintenance on any Mobile Billboard on a Public Right-of-Way.

H. Non-Transferability. Permits issued under this section are not transferable.

I. No Property Rights. A permit does not grant any Applicant an exclusive right to any portion of the right-of-way.

J. Enforcement. The Director, a City Code Enforcement Officer, and/or a City of El Paso Police Officer are authorized to enforce the provisions of this section and the regulations adopted by the

Director under this Section. An Applicant authorized to enforce this section is authorized to remove Mobile Billboards that threaten the public safety or welfare. An Applicant authorized to enforce this Section is also authorized to require an Applicant operating a Mobile Billboard to remove/relocate a Mobile Billboard that threatens the public safety or welfare.

K. Termination. Any Permits issued under this Section may be terminated by City Council as determined by City Council, at its sole and absolute discretion. This provision does not limit the authority of the Director under this Section.

L. Fees and Costs. City council may establish fees related to this Section in the annual budget resolution, including but not limited to fees for the use of the Public Right-of-Way, and fees for impoundment of a Mobile Billboard, as may be permitted by law.

M. Headings. All headings in this Section are for reference purposes only and do not control the meaning of any provision under this section.

N. Penalty. An Applicant who violates a provision under this section may have a Permit denied or revoked.

O. Not Applicable. This section does not apply to the following: an Applicant, or government entity, operating a Mobile Billboard on the Public Right-of-Way pursuant to a valid permit or authorization issued under any other section of the El Paso City Code; or a government entity operating a Mobile Billboard on the Public Right-of-Way pursuant to an interlocal or other similar agreement with the City of El Paso.

APPROVED this _____ day of _____, 2022.

THE CITY OF EL PASO:

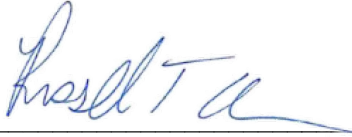
ATTEST:

Oscar Leaser
Mayor

Laura D. Prine
City Clerk

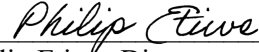
(Signatures continued on Following Page)

APPROVED AS TO FORM:



Russell T. Abeln
Assistant City Attorney

APPROVED AS TO CONTENT:



Philip Etiwe, Director
Planning & Inspections Department



Legislation Text

File #: 22-169, Version: 1

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

DISTRICT, DEPARTMENT, CONTACT INFORMATION:

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

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

All Districts

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

Planning and Inspections, Raul Garcia, (915) 212-1643

AGENDA LANGUAGE:

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

Discussion and action on a Resolution amending Schedule C for the City of El Paso FY 2022 Budget Resolution adding the annual fee for a Special Privilege Permit for Mobile Billboards.

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

AGENDA DATE: February 15, 2022

PUBLIC HEARING DATE: February 15, 2022

CONTACT PERSON(S) NAME AND PHONE NUMBER: Philip F. Etiwe, (915) 212-1553
Raul Garcia, (915) 212-1643

DISTRICT(S) AFFECTED: City-wide

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

SUBGOAL: 3.2 Set one standard for infrastructure across the city

SUBJECT:

Resolution amending Schedule C for the City of El Paso FY 2022 Budget Resolution adding the annual fee for a Special Privilege Permit for Mobile Billboards.

BACKGROUND / DISCUSSION:

On December 16, 2021 the City Plan Commission recommended 5-0 to deny the proposed amendment.

PRIOR COUNCIL ACTION:

N/A

AMOUNT AND SOURCE OF FUNDING:

N/A

HAVE ALL AFFECTED DEPARTMENTS BEEN NOTIFIED? X YES ___ NO

PRIMARY DEPARTMENT: Planning & Inspections, Planning Division

SECONDARY DEPARTMENT: N/A

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

DEPARTMENT HEAD:

Philip Etiwe

RESOLUTION AMENDING SCHEDULE C FOR THE CITY OF EL PASO

FY 2022 BUDGET RESOLUTION

WHEREAS, the City Council adopted the Budget Resolution for FY 2022 on August 24, 2021 (the "Budget Resolution"); and,

WHEREAS, paragraph 50 of the Budget Resolution provides that any revisions or additions to the fees set forth in Schedule C, attached to the Budget Resolution, may be approved by simple resolution of the City Council; and

WHEREAS, the City Council desires to amend Schedule C of the Budget Resolution to establish new fees authorized under the newly approved Section 15.10.160 of the El Paso City Code.

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

That Schedule C, attached to the Budget Resolution, shall be amended as shown in Exhibit A attached to this resolution, effective immediately, to add Line No. 339.5 adding the annual fee for a Special Privilege Permit for Mobile Billboards, pursuant to Section 15.08.160 of the El Paso City Code.

Except as herein modified, the Budget Resolution, Schedule C of the Budget Resolution, and all Budget Resolution schedules remain in full force and effect.

APPROVED this _____ day of _____, 2022.

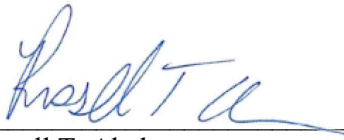
THE CITY OF EL PASO:

Oscar Leeser
Mayor

ATTEST:

Laura D. Prine
City Clerk

APPROVED AS TO FORM:



Russell T. Abeln
Assistant City Attorney

APPROVED AS TO CONTENT:



Philip Etiwe, Director
Planning & Inspections Department

(Attachment on the following page)

Exhibit A

Line No.	Department	Fee Description	Detail	FY2021 Adopted
339.5	Planning & Inspections	Special Privilege – Annual Fee	Mobile Billboards	\$1,500.00 per issued Permit; technology fee does not apply



Legislation Text

File #: 22-172, Version: 1

CITY OF EL PASO, TEXAS
LEGISTAR AGENDA ITEM SUMMARY FORM

DISTRICT, DEPARTMENT, CONTACT INFORMATION:

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

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

All Districts

Economic and International Development, Anne Guayante, (915) 212-1814

AGENDA LANGUAGE:

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

Discussion and action requesting City Council support for the staff recommended project that has been selected to submit for the Rebuilding American Infrastructure with Sustainability and Equity (RAISE) program for the Department of Transportation (DOT) to invest in road, rail, transit and port projects that promise to achieve national objectives.

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

AGENDA DATE: February 15, 2022
PUBLIC HEARING DATE: N/A

CONTACT PERSON(S) NAME AND PHONE NUMBER: Anne Guayante, 915-479-0341
GuayanteAM@elpasotexas.gov,

DISTRICT(S) AFFECTED: All

STRATEGIC GOAL: No. 1: Create an Environment Conducive to Strong, Sustainable Economic Development.

SUBGOAL:

SUBJECT:

Discussion and action requesting City Council support for the staff recommended project that has been selected to submit for the Rebuilding American Infrastructure with Sustainability and Equity (RAISE) program for the Department of Transportation (DOT) to invest in road, rail, transit and port projects that promise to achieve national objectives

BACKGROUND / DISCUSSION:

This item will provide an overview of the proposed project for this grant. This project is anticipated to significantly improve infrastructure and economic development.

On November 15, 2021, President Joseph R. Biden signed the Infrastructure and Jobs Act of 2021 into law and appropriated \$1.5 billion to be awarded by the Department of Transportation for fiscal year 2022 for Local and Regional Project Assistance Program Grants under the National Infrastructure Investments program. As part of the City's commitment to the success of its land ports of entry, the City wishes to apply to the RAISE program to secure funding for pedestrian improvements to the Ysleta Port of Entry.

The proposed project would help provide needed amenities for pedestrians, bicycles and Sun Metro riders who use the Ysleta Port of Entry to travel between El Paso and Ciudad Juarez. It would provide several pedestrian safety improvements and amenities such as shade canopies over existing sidewalks, dedicated drop-off and pick-up zones (including ridesharing zones), improved cross-walks at intersections with enhanced traffic signals for pedestrians, pedestrian-level light fixtures, landscaping improvements, seating areas, enhanced security features, public restrooms, dedicated Sun Metro bus stop, and wayfinding signs.

PRIOR COUNCIL ACTION:

N/A

AMOUNT AND SOURCE OF FUNDING:

\$3 million dollars in required grant matching funds from International Bridges Restricted Fund (P3 program) – Dept. 564 - Fund 3360 - Division 64870.

HAVE ALL AFFECTED DEPARTMENTS BEEN NOTIFIED? ☒ YES ☐ NO

PRIMARY DEPARTMENT: International Bridges Department

SECONDARY DEPARTMENT: Capital Improvements Department

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

DEPARTMENT HEAD:



David Coronado,
Director, International Bridges Department



Legislation Text

File #: 22-186, Version: 1

CITY OF EL PASO, TEXAS
LEGISTAR AGENDA ITEM SUMMARY FORM

DISTRICT, DEPARTMENT, CONTACT INFORMATION:

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

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

All Districts

Economic and International Development, Anne Guayante, (915) 212-1814

Economic and International Development, Elizabeth Triggs, (915) 2512-1619

AGENDA LANGUAGE:

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

Discussion and action on a Resolution authorizing the City Manager to enter into an Interlocal Agreement between The University of Texas at El Paso ("University") and City of El Paso ("City") by and through their duly authorized officials, pursuant to the Interlocal Cooperation Act, Article 79.001 et seq., Texas Government Code, for a three (3) year term, whereby the University will, in accordance with the grant it received under the Economic Development Administration's Build to Scale Program provide all program personnel, perform all grant administration, and, via the El Paso Makes consortium, establish and operate an Aerospace and Defense Supply Chain Innovation Network to support growth of El Paso's small and medium aerospace and defense supply chain enterprises; for which the City will pay the University an amount not to exceed \$500,000.00 per year for a maximum compensation not to exceed \$1,500,000.00 over the three year term to serve as a match for the \$1,500,000.00 award granted to the University by the Economic Development Agency's Build to Scale program.

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

AGENDA DATE: February 15, 2022
PUBLIC HEARING DATE: N/A

CONTACT PERSON(S) NAME AND PHONE NUMBER: Anne Guayante, 915-479-0341
GuayanteAM@elpasotexas.gov,
Elizabeth Triggs, 916-212-1619
TriggsEK@elpasotexas.gov

DISTRICT(S) AFFECTED: All

STRATEGIC GOAL: No. 1: Create an Environment Conducive to Strong, Sustainable Economic Development.

SUBGOAL: N/A

SUBJECT:

A resolution authorizing the City Manager to enter into an Interlocal Agreement between The University of Texas at El Paso ("University") and City of El Paso ("City") by and through their duly authorized officials, pursuant to the Interlocal Cooperation Act, Article 79.001 et seq., Texas Government Code, for a three (3) year term, whereby the University will, in accordance with the grant it received under the Economic Development Administration's Build to Scale Program provide all program personnel, perform all grant administration, and, via the El Paso Makes consortium, establish and operate an Aerospace and Defense Supply Chain Innovation Network to support growth of El Paso's small and medium aerospace and defense supply chain enterprises; for which the City will pay the University an amount not to exceed \$500,000.00 per year for a maximum compensation not to exceed \$1,500,000.00 over the three year term to serve as a match for the \$1,500,000.00 award granted to the University by the Economic Development Agency's Build to Scale program.

BACKGROUND / DISCUSSION:

This agreement pertains to a \$1.5 million Venture Challenge grant recently awarded by the Economic Development Administration to the El Paso Makes consortium, which is led by the University. This grant is intended to facilitate the growth of El Paso's aerospace and defense industry via the establishment of an Aerospace and Defense Supply Chain Network. This network is intended to provide resources and support to approximately seventy (70) local businesses with the aim of developing them to where they can successfully compete for business in aerospace and defense. The provided resources will include annual supplier summits, marketing events to the aerospace and defense industry, and direct support in the form of access to applied research, engineering design services, equipment, software, technology, talent and business services, value chain support, and customer introduction. The Interlocal Agreement requires the City to pay a \$1.5 million match for the \$1.5 million grant award, and requires the University to administer said grant.

PRIOR COUNCIL ACTION:

N/A

AMOUNT AND SOURCE OF FUNDING:

\$1.5 million dollars from 480 – 2313 – 48040 - 522150

HAVE ALL AFFECTED DEPARTMENTS BEEN NOTIFIED? X YES NO

PRIMARY DEPARTMENT: Economic & International Development

SECONDARY DEPARTMENT: N/A

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

DEPARTMENT HEAD:

Elizabeth Triggs

Elizabeth Triggs, Interim Director, Economic and International Development Department

RESOLUTION

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

THAT the City Manager is authorized to enter into an Interlocal Agreement between The University of Texas at El Paso ("University") and City of El Paso ("City") by and through their duly authorized officials, pursuant to the Interlocal Cooperation Act, Article 79.001 *et seq.*, Texas Government Code, for a three (3) year term, whereby the University will, in accordance with the grant it received under the Economic Development Administration's Build to Scale Program provide all program personnel, perform all grant administration, and, via the El Paso Makes consortium, establish and operate an Aerospace and Defense Supply Chain Innovation Network to support growth of El Paso's small and medium aerospace and defense supply chain enterprises; for which the City will pay the University an amount not to exceed \$500,000.00 per year for a maximum compensation not to exceed \$1,500,000.00 over the three year term to serve as a match for the \$1,500,000.00 award granted to the University by the Economic Development Agency's Build to Scale program. A copy of this agreement is attached hereto as Exhibit "A."

ADOPTED this __ day of _____, 2022

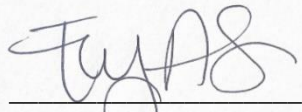
THE CITY OF EL PASO

Oscar Leaser,
Mayor

ATTEST:


Laura D. Prine
City Clerk

APPROVED AS TO FORM:



Evy Sotelo
Assistant City Attorney

APPROVED AS TO CONTENT:



Elizabeth Triggs
Interim Director, Economic and
International Development

STATE OF TEXAS	§	INTERLOCAL AGREEMENT FOR
	§	EL PASO MAKES: AEROSPACE AND
COUNTY OF EL PASO	§	DEFENSE SUPPLY CHAIN INNOVATION
		NETWORK FOR MANUFACTURERS

This Agreement is entered into by and between the **City of El Paso, Texas**, a Texas municipal corporation (“**City**”), and **The University of Texas at El Paso** (“**University**”) Texas State Agency, Texas Public Institution of Higher Education and member institution of The University of Texas System, by and through their duly authorized officials, pursuant to the Interlocal Cooperation Act, Article 79.001 *et seq.*, Texas Government Code.

RECITALS

WHEREAS, the University and the City are local governments as defined in Chapter 791 of the Texas Government Code, and have the authority to enter into this agreement, and have each entered into this agreement in the appropriate manner prescribed by law;

WHEREAS, on 10/05/2021 the parties were informed of an award from EDA Award Number ED21HDQ0240103 (“**Program**”);

WHEREAS, the University and the City specify that each party paying for the performance of said functions of government shall make those payments from current revenues available to the paying party;

WHEREAS, University has available Personnel to effectuate the Program;

WHEREAS, the Parties wish to establish interagency cooperation arising from the City and University desire to participate in the development and completion of the Aerospace and Defense Supply Chain Innovation Network for Manufacturers Program;

WHEREAS, the City and the University believe that the cooperative agreement to create the Aerospace and Defense Supply Chain Innovation Network for Manufacturers, will support rapid growth of our small and medium enterprises. The Innovation Network will enhance the innovation and business capabilities of El Paso’s existing manufacturing sector and connect them to the national aerospace and defense value chain. El Paso Makes led by the University of Texas at El Paso’s Aerospace Center (cSETR) and W.M. Keck Center for 3D Innovation, the El Paso Chamber, and the City of El Paso will leverage the national research preeminence at UTEP to strengthen the competitiveness of El Paso’s manufacturing sector. in effectuating the Program is adequate consideration to support this Interlocal Agreement;

NOW THEREFORE, in consideration of the mutual contributions described herein and the mutual covenants and undertakings of the parties, the receipt and sufficiency is hereby acknowledged, the City and the University agree as follows:

I. OBLIGATIONS OF BOTH THE CITY AND UNIVERSITY

- A. Designated Liaisons. Each party will assign a responsible liaison and point of contact (“POC”) to coordinate, oversee and facilitate the implementation of the Program.

The parties hereby designate the following POC under this Agreement:

For University:
Technical POC:
Dr. Ahsan Choudhuri, Professor
ahsan@utep.edu

For Department:
Anne M. Guayante
Grants & Strategic Initiatives Manager

Administrative POC:
Raul Chavez, Research Administrator
rchavez13@utep.edu

- B. The parties will consult with each other and coordinate with their respective POCs to determine available University Personnel capacity.
- C. City will provide grant matching funds, in an amount not to exceed \$1,500,000, in quarterly installments over a three (3) year period beginning October 1, 2021 and ending September 30, 2024, and all other items necessary for the development and completion of the Aerospace and Defense Supply Chain Innovation Network for Manufacturers effort specified in the Program Agreement.
- D. Subject to receipt of the invoice and substantiating documentation as required under this Agreement and applicable law and regulation, City will reimburse University for the services by University to City in accordance with Exhibit “A” attached hereto and incorporated herein by reference. The parties expressly agree that any change in Personnel or additional Personnel will require the establishment of an individual rate per person assigned and incorporation in Exhibit B of this Agreement through an amendment of the Agreement.
- i) To receive reimbursement, University must submit an invoice to City providing a description of the services performed and expenses incurred.
 - ii) University will submit an invoice on a quarterly basis. University will submit the invoice to the following address:

EDCompliance@elpasotexas.gov
 - iii) After review and approval of the invoice submitted by University, City will remit reimbursement to University at the following address:

The University of Texas at El Paso
Office of Contracts & Grants Accounting Services
Administration Building, Room 200
500 W University
El Paso, Texas 79968-0697

- iv) City agrees to remit reimbursement to University no later than thirty (30) calendar days after City's receipt of the invoice.
- v) In no event shall the total amount paid by City under this Agreement exceed \$500,000.00 per twelve month period, or \$1,500,000.00 over the term of this Agreement.

II. OBLIGATIONS OF UNIVERSITY

- A. During the term of this Agreement, University will furnish City with invoices every three (3) months for expenses to be reimbursed through the matching funds referenced in paragraph I:C of this agreement; fully execute all grant activities; and provide the City with a booth at each of the three (3) annual supplier summits referenced in the Project Narrative on p. 9, Section 5.
- B. The University shall agree to furnish to the City the following:
 - a. The names and contact information of the seventy (70) companies referenced in the Project Narrative beginning on p. 7, Section 3C;
 - b. Information concerning the technical capabilities of said companies referenced in that same section of the Project Narrative;
 - c. Access to the supplier database referenced in p.8, Section 3A of the Project Narrative, and permission to export data from that database.
- C. In exchange for the City providing a total of \$1,500,000.00 between October 1, 2021 and September 30, 2024, the University, at no cost beyond what is detailed herein and in the Program Agreements, is providing all grant activities and reporting for the benefit of the City clientele and the community as a whole.
- D. The University shall be responsible for assigning University Personnel and paying its Personnel salary and benefits in accordance with University policy, rules and regulations.
- E. During the term of this Agreement and their assignment to City, Personnel will remain at all times employees of University. University shall be responsible for the salary and benefits of Personnel as applicable to employees of University, and shall withhold and transmit payroll taxes, provide unemployment insurance, and workers' compensation benefits as well as process unemployment and workers' compensation claims involving Personnel. For no purposes will Personnel be considered an employee of City.
- F. El Paso Makes (a consortium led by the applicant, University of Texas at El Paso's Aerospace Center (cSETR) and W.M. Keck Center for 3D Innovation, and the El Paso Chamber) agrees that:
 - a. By August 2024, seventy (70) local manufacturers will be participating in the Innovation Network;
 - b. By August 2024, the Innovation Network will market and connect to the national aerospace and defense industrial base seventy (70) local manufacturers;

- c. By August 2024, the Innovation Network will host three (3) annual supplier summits and the City will have a booth at each summit;
- d. By August 2024, the Innovation Network will organize twelve (12) trips to market El Paso suppliers to the aerospace and defense industry and the City will be invited to be part of this travel;
- e. By August 2024, the Innovation Network will provide customized services to increase the innovation, business and technical capabilities of seventy (70) local manufacturers;
- f. By August 2024, the Innovation Network will ensure that sixty (60) of our local manufacturers have been quality certified to compete for aerospace and defense business.
- g. By August 2024, the Innovation Network will ensure that sixty (60) of local manufacturers are prepared to successfully compete for DoD and NASA contracts.
- h. By August 2024, the combined annual revenue of manufacturers receiving services and support from the Innovation Network will increase by 10%.
- i. By August 2024, manufacturers receiving services and support from the Innovation Network will collectively add 200 new jobs to the El Paso economy.

III. OTHER COVENANTS AND AGREEMENTS

- A. Transfer of Ownership Interest. This Interlocal Agreement represents an agreement for the City and University to share resources. Neither party shall acquire an interest in the real or personal property of the other.
- B. Retention of Ownership. Upon termination of this Agreement, in accordance with section V, each party will retain ownership of its respective properties, equipment and related supplies, whether or not the property was previously shared, and all Personnel will return to work at University to their regular appointments and assignments.
- C. Responsibility for Third Party Contracts. If either party enters into a license, lease, lease/purchase agreement for services, equipment or software, the signing party shall remain responsible for all payments and interaction with the vendor. No contribution will be required from the non-signing entity unless otherwise agreed.
- D. Insurance. Each entity may insure its own property, and neither party shall be liable for loss or damage to the real or personal property, personal injury, or any other special, indirect and/or consequential damages of any kind of the other arising from this Agreement. UTEP is a self-insured institution.
- E. No Conveyance of Real or Personal Property Interests. Both parties agree this Interlocal Agreement is not intended to form an interest in real property and neither the City nor the University will acquire rights of tenancy in the other's facility for the initial term of this Agreement or during any renewal, extensions or modifications of the term of the Agreement.

- F. Stand Alone Agreement. The terms of this Agreement will be considered separate from any other University/City transaction or agreement. The mutual consideration of the Parties described herein shall be calculated without reference to any other contract. Setoffs against other contractual obligations is neither contemplated by the parties nor permitted.

IV. INITIAL TERM AND RENEWAL

- A. Term and Automatic Renewal. This effective date of this Agreement is the date this Interlocal Agreement is approved by the El Paso City Council (“Effective Date”). The University’s responsibility under this Agreement to assign Personnel and services as established herein will commence on the Effective Date (“Commencement Date”). Thereafter, this Agreement shall be in effect for three (3) years beginning on the Effective Date, unless terminated by either party in writing signed by duly authorized representatives of each of the parties in accordance with the same provisions set in this Agreement.

V. TERMINATION

- A. Termination for Convenience. Either party may terminate this Agreement for any reason by sending a written notice to the non-terminating party at least fifteen (15) calendar days before termination. All parties providing work under this Agreement will halt all work when the termination notice sent by the terminating party is received by the non-terminating party.
- B. Termination by Either Party for Cause. Either party may terminate this Agreement if one party fails to fulfill the obligations set out in this Agreement. Before terminating this Agreement pursuant to this provision, the terminating party will provide written notice of intent to terminating enumerating the failures for which the termination is being sought and provide at least thirty (30) calendar days to the non-terminating party to cure such failure.
- C. Non-Appropriation of Funds. Resources for implementation of this Agreement may come from either party, depending upon budgetary availability. Neither party is obligated to expend any resources in connection with this Agreement unless specifically stated otherwise in the Agreement. No implementation of any portion of the Agreement may be initiated prior to the written assurance of such budgetary availability to the other party hereto. To the extent any external funding is required by a party in order to implement this Agreement and funding for such purposes is not appropriated to that party or is not otherwise available to the corresponding party, said party shall have no further financial obligations upon such determination. Should either party not have funding to carry out any obligations of a particular effort conducted under this Agreement, it shall immediately notify the other party of such fact and of such portions of the Agreement that may be deemed terminated or modified due to lack of funding.

VI. GOVERNMENTAL FUNCTION AND IMMUNITY

- A. Governmental Function. The City and University expressly agree that, in all things relating to this Interlocal Agreement, the parties enter into this Interlocal Agreement for the purpose of performing governmental functions and are performing governmental functions, as defined by the Texas Tort Claims Act. The parties further expressly agree that every act or omission of

each party, which in any way pertains to or arises out of this Agreement, falls within the definition of governmental function.

- B. Immunity. The City and University reserve, and do not waive, their respective rights of governmental and/or sovereign immunity and similar rights and do not waive their rights under the Texas Tort Claims Act. The parties expressly agree that neither party waives, nor shall be deemed hereby to waive, any immunity or defense that would otherwise be available to it against claims arising in the exercise of its powers or functions or pursuant to the Texas Tort Claims Act or other applicable statutes, laws, rules, or regulations.

VII. RISK ALLOCATION – LIMITATION OF LIABILITY

- A. Exclusion of Incidental and Consequential Damages. Independent of, severable from, and to be enforced independently of any other enforceable or unenforceable provision of this Agreement, neither party shall be liable to the other party (nor to any person claiming rights derived from such party's rights) for incidental, consequential, special, punitive, or exemplary damages of any kind - including lost profits, loss of business, and further including, mental anguish, emotional distress and attorney's fees- as a result of breach of any term of this Agreement, regardless of whether the party was advised, had other reason to know, or in fact knew of the possibility thereof, except as expressly provided herein. Neither party hereto shall be liable to the other party or any third party by reason of any inaccuracy, incompleteness, or obsolescence of any information provided or maintained by the other party regardless of whether the party receiving said information from the other party was advised, had other reason to know, or in fact knew thereof.
- B. Intentional Risk Allocation. The City and University each acknowledge that the provisions of this Agreement were negotiated to reflect an informed, voluntary allocation between them of all risks (both known and unknown) associated with the transactions associated with this Agreement. The disclaimers and limitations in this Agreement are intended to limit the circumstances of liability. The remedy limitations, and the limitations of liability, are separately intended to limit the forms of relief available to the parties.
- C. No Indemnification. The City and University expressly agree that, except as provided herein, neither Party shall have the right to seek indemnification or contribution from the other Party for any losses, costs, expenses, or damages directly or indirectly arising, in whole or part, from this Agreement. Each party must handle any claims resulting from their actions in this Agreement. The parties agree that each will be responsible for the acts or omissions of its respective representatives.
- D. Fines and Penalties. Each party shall be solely responsible for fiscal penalties, fines or any other sanctions occasioned as a result of a finding that violations of any applicable local, state or federal regulations, codes or laws occurred as a result of that parties actions, except as may be specifically provided by law.

VIII. GENERAL PROVISIONS

- A. Compliance with Laws. In the performance of their obligations under this Agreement, the

parties shall comply with all applicable federal, state or local laws, ordinances and regulations and declarations.

- B. Governing Law. For purposes of determining the law governing the same, this Agreement is entered into in the city and state of main operations of the Parties hereto, and shall be governed by the laws of the State of Texas. Venue shall be in El Paso, Texas.
- C. Notices. The parties will send all notices required by this Agreement, in writing, to the other entity by certified mail, return receipt requested at the following addresses:

To the City of El Paso:

City of El Paso
Office of the City Manager
P.O. Box 1890
El Paso, TX 79950-1890

With copy to:

City of El Paso
Interim Director, Elizabeth K. Triggs
Economic & International Development
P.O. Box 1890
El Paso, TX 79950-1890

Agency Name:

The University of Texas at El Paso
500 W. University Ave
Admin Building Rm 209
El Paso, TX 79968
Attn. Roberto A. Osegueda, VP for Research

Changes may be made to the above addresses and addressees through timely written notice provided to the other party.

- D. Privileges and Immunities. All privileges and immunities from liability, exemptions from laws, ordinances and rules, pension, relief, disability, worker's compensation, and other benefits which apply to the activities of officers, agents, or employees of the City and the University when performing a function shall apply to such officers, agents, Personnel or employees to the same extent while engaged in the performance of any of their functions and duties under the terms and provisions of this Agreement.
- E. Current Revenues. Pursuant to Section 791.011(d) (3), Texas Government Code, each party paying for the performance of governmental functions or services will make those payments from current revenues available to the paying party.
- F. No Waiver. The failure of either party at any time to require performance by the other party of any provision of this Agreement shall in no way affect the right of such party to require performance of that provision. Any waiver by either party of any breach of any provision of this Agreement shall not be construed as a waiver of any continuing or succeeding breach of such provision, a waiver of the provision itself, or a waiver of any right under this Agreement.

- G. Amendment; Assignability. This Agreement and the obligations hereunder shall not be amended, assigned, transferred or encumbered, in any manner without the written consent of the other party.
- H. Severability. All agreements and covenants contained in this Agreement are severable. Should any term or provision of this Agreement be declared illegal, invalid or unenforceable by a court of competent jurisdiction, the remainder of this Agreement will not be affected; and in lieu of each provision which to be illegal, invalid or unenforceable, there will be added as part of this Agreement, a provision which preserves the intention of the unenforceable provision, but which complies with the law.
- I. Section Headings. The paragraph or section headings contained in this Agreement are for reference purposes only and shall not in any way control the meaning or interpretation of this Agreement.
- J. Representation of Counsel; Mutual Negotiation. Each party has had the opportunity to be represented by counsel of its choice in negotiating this Agreement. This Agreement shall therefore be deemed to have been negotiated and prepared at the joint request, direction, and construction of the parties, at arms' length, with the advice and participation of counsel, and will be interpreted in accordance with its terms without favor to any party.
- K. Independent Contractor Relationship. This Agreement does not create an employee-employer relationship between parties. As such, the City is not subject to the liabilities or obligations the University obtains under the performance of this Agreement.
- L. Auditing Records for the Specific Project. Subject to applicable law and limitations, the parties will allow the reasonable inspection and copying of all records pertaining to the obligations arising from this Agreement.
- M. Force Majeure. There is no breach of contract should either party's obligations within this Agreement be delayed due to an act of God, outbreak of hostilities, riot, civil disturbance, acts of terrorism, the act of any government or authority, fire, explosion, flood, theft, malicious damage, strike, lockout, or any cause or circumstances whatsoever beyond either party's reasonable control. The delayed party must resume performing its obligations in this Agreement after the reason for the delay is resolved, by mutual agreement of the parties.
- N. Third-Party Beneficiaries. There are no third-party beneficiaries to this Agreement.
- O. Provisions Surviving This Agreement. Representations, releases, warranties covenants, indemnities, and confidentiality survive past the execution, performance, and termination of this Agreement.
- P. Representations and Warranties. The persons executing this Agreement on behalf of each of the parties warrant they have sufficient authority to sign on behalf of their respective parties.
- Q. Entire Agreement. This Agreement constitutes the entire agreement between the parties.

(Signatures follow on next page)

IN WITNESS WHEREOF, this Agreement has been executed by the parties named hereinabove as of the dates established below.

CITY OF EL PASO:

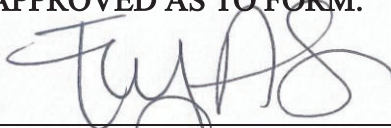
Tomás González
City Manager

Date: _____

ATTEST:

Laura Prine
City Clerk

APPROVED AS TO FORM:



Evy A. Sotelo
Assistant City Attorney

APPROVED AS TO CONTENT:



Elizabeth K. Triggs
Interim Economic Development Director

THE UNIVERSITY OF TEXAS AT EL PASO

Roberto A. Osegueda
Vice President for Research

EXHIBIT A

UNIVERSITY OF TEXAS AT EL PASO BUDGET SUMMARY									
PRINCIPAL INVESTIGATOR: Ahsan Choudhuri									
CO-PRINCIPAL INVESTIGATOR: Ryan B Wicker									
PERIOD: From 10/1/2021 to 9/30/2024									
TITLE: El Paso Makes: Aerospace and Defense Supply Chain Innovation Network for Manufacturers - Cost Share									
AGENCY: CITY OF EL PASO (LOCL)									
		Year 1		Year 2		Year 3		Total	
		Wages	Fringe	Wages	Fringe	Wages	Fringe	Wages	Fringe
A SALARIES AND FRINGE									
a. Senior Personnel									
1. Ahsan Choudhuri		0	0	0	0	0	0	0	0
2. Ryan B Wicker		0	0	0	0	0	0	0	0
SUBTOTAL		0	0	0	0	0	0	0	0
b. Other Professional									
1. Executive Director (Yrs1-3)12.0mos@50.0%		50,123	14,022	51,627	14,281	53,176	14,548	154,926	42,851
2. Engineer (Yrs1-3)12.0mos@50.0%		32,580	11,001	33,557	11,169	34,564	11,343	100,701	33,513
3. Administrator (Yrs1-3)12.0mos@50.0%		25,062	9,706	25,813	9,836	26,588	9,969	77,463	29,511
SUBTOTAL		107,765	34,729	110,997	35,286	114,328	35,860	333,090	105,875
B TOTAL - SALARIES AND FRINGE		107,765	34,729	110,997	35,286	114,328	35,860	333,090	105,875
C TOTAL - COMBINED SALARIES AND FRINGE BENEFITS			142,494		146,283		150,188		438,965
D EQUIPMENT									
TOTAL - EQUIPMENT			0		0		0		0
E TRAVEL									
1. DOMESTIC			9,200		9,200		9,200		27,600
TOTAL - TRAVEL			9,200		9,200		9,200		27,600
F PARTICIPANT SUPPORT COSTS									
TOTAL - PARTICIPANT COST			0		0		0		0
G OTHER DIRECT COSTS									
1. MATERIALS AND SUPPLIES			134,915		134,915		134,915		404,745
SUBCONTRACTS			194,900		169,900		169,900		534,700
NCDMM			112,500		100,000		100,000		312,500
El Paso Chamber			82,400		69,900		69,900		222,200
3. WORKSHOPS/SEMINARS			31,330		31,330		31,330		93,990
TOTAL - OTHER DIRECT COSTS			361,145		336,145		336,145		1,033,435
H TOTAL DIRECT COSTS			512,839		491,628		495,533		1,500,000
I INDIRECT COSTS 0.0% Modified total direct cost			0		0		0		0
J TOTAL ESTIMATED COSTS			512,839		491,628		495,533		1,500,000

All personnel transactions required to fulfill the provisions of this proposal will be made in accord with, and will be governed by, the appropriate University Personnel Policies and Regulations. All salary increases will conform to University policies, subject to the availability of funds. No officer, member, or employee of the University and no other public officials for the governing body of the locality or localities in which the project is situated or being carried out who exercise any functions or responsibilities in the review or approval of the undertaking or carrying out of this project, shall participate in any decision relating to this project which affects his personal interest or have any personal or pecuniary interest, direct or indirect, in this project or the proceeds thereof.

Personnel

For the period beginning on the effective date of this Agreement and ending on September 30, 2024, **Dr. Ahsan Choudhuri** (“Aerospace Center), and **Dr. Ryan Wicker** (W.M. Keck Center for 3D Innovation) will serve as technical advisors.

Director

The Director will be responsible for designing the program of services and resources and working directly with manufacturers to develop a customized program of services for each company. The Director will be responsible for developing a market strategy of El Paso’s supply base to include marketing materials and direct outreach to the DoD, NASA and aerospace and defense buyers. The Director will be responsible for compliance with program requirements and tracking performance metrics to ensure that goals are met.

Engineer

The Mechanical Engineer will work directly with manufacturers to identify and implement advanced manufacturing technologies that would improve their capabilities and competitiveness and provide direct engineering design services and coordinate through UTEP's Aerospace and Keck Center for student interns to provide engineering design services.

Administrator

The Administrator will organize the annual supplier summit and coordinate outreach activities to connect El Paso manufacturers to the DoD, NASA and aerospace and defense buyers. The administrator will also be responsible for the daily operations of the Innovation Network.

Travel

Travel expenses cover 2 marketing trips a year to introduce local manufacturers and our local supply base to the DoD, NASA and aerospace and defense buyers. Marketing trips will include one staff member and one advisor and owners of local manufacturing companies. Participating manufacturers will pay their own expenses. The average costs of each trip would be \$4,600. Costs would include approximately \$1,000 per person for airfare, \$500 for hotel per person, \$300 per diem for food for a four-day trip for one person and \$1,000 for conference fees

Other Direct Costs**Supplies**

Materials for the additive manufacturing equipment is estimated at \$50,000 a year. Office furniture for the initial off set up is estimated at \$5,000 and general office supplies that includes general office supplies such as paper, envelopes and staples is estimated at \$5,000 annually. Printed marketing booklets featuring El Paso's suppliers are estimated to cost \$5,000 annually, and initial marketing displays for conferences is estimated at \$2,000. Aerospace and Defense Quality Certification Consulting Services will be contracted to work with local manufacturers to obtain these certifications. Estimated at \$5,000 per company with 20 companies being served per year for a total cost per year of \$100,000. Our grant compliance staff advised us that since this item will be procured competitively that it should be placed under the Materials and Supplies line item. Our revised budget reflects that change. All cost for certifications will be part of the cost share

Subcontracts

The National Center for Defense Manufacturing and Machining (NCDMM), a member of the El Paso Makes consortium, will be sub awardee to assist local manufacturing businesses in identifying and developing proposals to address DoD opportunities.

The El Paso Chamber, a member of the El Paso Makes consortium, will be a sub awardee for Business Coaching and Business Advisory services.

EXHIBIT B
“BUDGET NARRATIVE”

El Paso Makes: Aerospace and Defense Supply Chain Innovation Network for Manufacturers

Budget Narrative

El Paso Makes requests \$1,500,000 from the EDA through the Venture Challenge Grant to support the creation of the Aerospace and Defense Supply Chain Innovation Network for Manufacturers. The EDA Challenge Grant will be matched by \$1,500,000 from the City of El Paso from 10/01/2021 to 9/30/2024.

A.1.0 Personnel

Principal Investigator & Co- Principal Investigator

Dr. Ahsan Choudhuri (Aerospace Center) and Dr. Ryan Wicker (W.M. Keck Center for 3D Innovation) will serve as Technical Advisors. They will advise on the design of programs and manufacturing resources needed to improve the innovation and technical capabilities of the companies. They will connect frontier technologies being developed at their respective centers for possible commercialization by local manufacturers. They will connect the Innovation Network to their contacts at the DoD, NASA and aerospace and defense companies.

Dr. Ahsan Choudhuri will receive the equivalent of one summer month's salary at 25% effort for the duration of the project and Dr. Ryan Wicker will receive the equivalent of one summer month's salary at 20% effort.

- Year 1: \$10,625
- Year 2: \$10,944
- Year 3: \$11,272

Federal Share: \$32,841

Matching Share: \$0

Director

The Director will be responsible for designing the program of services and resources and working directly with manufacturers to develop a customized program of services for each company. The Director will be responsible for developing a market strategy of El Paso's supply base to include marketing materials and direct outreach to the DoD, NASA and aerospace and defense buyers. The Director will be responsible for compliance with program requirements and tracking performance metrics to ensure that goals are met.

Engineer

The Mechanical Engineer will work directly with manufacturers to identify and implement advanced manufacturing technologies that would improve their capabilities and competitiveness and provide direct engineering design services and coordinate through UTEP's Aerospace and Keck Center for student interns to provide engineering design services.

El Paso Makes: Aerospace and Defense Supply Chain Innovation Network for Manufacturers

Administrator

The Administrator will organize the annual supplier summit and coordinate outreach activities to connect El Paso manufacturers to the DoD, NASA and aerospace and defense buyers. The administrator will also be responsible for the daily operations of the Innovation Network.

- Year 1: \$215,530
- Year 2: \$221,994
- Year 3: \$228,656

Federal Share: \$333,090

Matching Share: \$333,090

Students

A total amount of \$170,493 is requested for salary support of undergraduate students.

Each semester two Graduate and two Undergraduate Student Interns will be assigned to work 20 hours per week for the Innovation Network Student to provide engineering design services to local manufacturers.

- Year 1: \$56,831
- Year 2: \$56,831
- Year 3: \$56,831

Federal Share: \$170,493

Matching Share: \$0.00

A.2.0 Fringe Benefits

Fringe benefits are based on institutional approved rates that are applied to all university faculty and staff. Personnel costs conform to University rates and policies, and all salary costs are budgeted with a 3% increase per year. A total amount of \$131,203 is requested to provide fringe benefits for the duration of the project under federal funds and total of \$105,875 will be cost shared.

	Faculty	Staff	Graduate Student	Undergraduate Student
Premium Monthly Rate	\$898.48	\$898.48	\$254.42	\$0.00
Benefits Rate (%)	\$16.72	\$17.22	\$0.18	\$0.18

- Year 1: \$77,847
- Year 2: \$79,014
- Year 3: \$80,217

Federal Share: \$131,203

Matching Share: \$105,875

El Paso Makes: Aerospace and Defense Supply Chain Innovation Network for Manufacturers

A.3.0 Equipment

To create a design and prototyping lab available for local manufacturers, we will purchase 4 MakerBot 3D Printers for Industrial Use estimated at \$6,000 per printer. The Innovation Network will include 6 design stations with 49" displays and desktops connected to a securely controlled server and storage array. Each design station is estimated to cost \$3,000 and the server and storage array is estimated to cost \$5,000. Total of \$72,000 is being requested.

- Year 1: \$72,000
- Year 2: \$0
- Year 3: \$0

Federal Share: \$72,000

Matching Share: \$0

A.4.0 Travel

Travel expenses cover 3 marketing trips a year to introduce local manufacturers and our local supply base to the DoD, NASA and aerospace and defense buyers. Marketing trips will include one staff member and one advisor and owners of local manufacturing companies. Participating manufacturers will pay their own expenses. The average costs of each trip would be \$4,600. Costs would include approximately \$1,000 per person for airfare, \$500 for hotel per person, \$300 per diem for food for a four-day trip for one person and \$1,000 for conference fees. The City of El Paso's match the other two trip per year of the travel costs.

- Year 1: \$13,800
- Year 2: \$13,800
- Year 3: \$13,800

Federal Share: \$13,800

Matching Share: \$27,600

A.5.0 Other Direct Costs

Supplies

Materials for the additive manufacturing equipment is estimated at \$50,000 a year. Office furniture for the initial off set up is estimated at \$5,000 and general office supplies that includes general office supplies such as paper, envelopes and staples is estimated at \$5,000 annually.

Printed marketing booklets featuring El Paso's suppliers are estimated to cost \$5,000 annually, and initial marketing displays for conferences is estimated at \$2,000.

Aerospace and Defense Quality Certification Consulting Services will be contracted to work with local manufacturers to obtain these certifications. Estimated at \$5,000 per company with 20 companies being served per year for a total cost per year of \$100,000. Our grant compliance staff advised us that since this item will be procured competitively that it should be placed under the Materials and Supplies line item. Our revised budget reflects that change. All cost for certifications will be part of the cost share.

El Paso Makes: Aerospace and Defense Supply Chain Innovation Network for Manufacturers

- Year 1: \$138,781
- Year 2: \$163,755
- Year 3: \$159,467

Federal Share: \$57,257

Matching Share: \$404,745

Subcontracts

The National Center for Defense Manufacturing and Machining (NCDMM), a member of the El Paso Makes consortium, will be sub awardee to assist local manufacturing businesses in identifying and developing proposals to address DoD opportunities. This is estimated at \$150,000 annually.

The El Paso Chamber, a member of the El Paso Makes consortium, will be a sub awardee for Business Coaching and Business Advisory services estimated at \$119,900 per year. Business Coaching services are estimated at \$222/hour for up to 10 participants. This amount would provide approximately 450 hours of coaching services to local manufacturers. Coaching will be customized and could be provided one-on-one or in group settings depending on the need and the topic. Business Advisory Services will be provided by David Jerome, President and CEO of the El Paso Chamber, who will advise on the design of business coaching and other services. Ten percent of his time will be dedicated to the Innovation Network and will come from the City's cash match for a total of \$59,700.

The City of El Paso match \$534,700 for subawards.

- Year 1: \$369,900
- Year 2: \$369,900
- Year 3: \$369,900

Federal Share: \$275,000

Matching Share: \$534,700

Other Costs - Contractual Costs

In reviewing this with our grant compliance staff, they advised that NCDMM and the El Paso Chamber be treated as sub-awardees. Because of this change and the impact on indirect costs, we had an additional \$55,827 that was unallocated. We had not initially budgeted for software under federal funds even though it is critical to our support for manufacturers. We added software to the budget under Other Costs (Contractual Line Item). We will purchase industry-specific software to support manufacturers' growth into aerospace and defense.

- Year 1: \$6,203
- Year 2: \$24,812
- Year 3: \$24,812

Federal Share: \$55,827

Matching Share: \$0.00

El Paso Makes: Aerospace and Defense Supply Chain Innovation Network for Manufacturers

Workshops

Cost for the workshops that will be organize on SBIR and STTR opportunities, and SBIR and STTR writing, project management, and research capacity development. Workshops will be offered and expect participation of the small business representatives of various federal agencies and prime contractors. A total of \$60,000 in federal funds is being requested for this budget category and \$93,990 will be cost shared.

- Year 1: \$51,330
- Year 2: \$51,330
- Year 3: \$51,330

Federal Share: \$60,000

Matching Share: \$93,990

A.6.0 Indirect Costs

The DHHS indirect cost rate for UTEP is 33%. Thus, the total amount of indirect costs requested for the effort is \$298,488.

- Year 1: \$99,992
- Year 2: \$99,248
- Year 3: \$99,248

Federal Share: \$298,488

Matching Share: \$0

Staffing Plan

Name/Title	Annual Salary	Total Amount Charged to Project Year 1	Total Amount Charged to Project Year 2	Total Amount Charged to Project Year 3	Percentage of Dedicated Time	Total Federal Share	Total Non-Federal Share (Matching)
Executive Director	\$100,246	\$50,123	\$51,627	\$53,176	100%	\$154,926	\$154,926
Mechanical Engineer	\$65,700	\$32,580	\$33,557	\$34,564	100%	\$100,701	\$100,701
Administrator	\$50,124	\$25,062	\$25,813	\$26,588	100%	\$77,463	\$77,463
(2) Graduate Student Interns	\$36,717	\$36,717	\$36,717	\$36,717	50% (each)	\$110,151	\$0
(2) Undergraduate Student Interns	\$20,114	\$20,114	\$20,114	\$20,114	50% (each)	\$60,342	\$0
Dr. Ahsan Choudhuri, Technical Advisor	\$249,600	\$5,356	\$5,517	\$5,682	10%	\$16,555	\$0
Dr. Ryan Wicker, Technical Advisor	\$237,096	\$5,269	\$5,427	\$5,590	10%	\$16,286	\$0

El Paso Makes: Aerospace and Defense Supply Chain Innovation Network for Manufacturers

		Federal Funds			
		Year 1	Year 2	Year 3	Total
A	SALARIES AND WAGES - SENIOR PERSONNEL				
	Ahsan Choudhuri (Yrs1-3) 1.0summos@25.0%	\$5,356	\$5,517	\$5,682	\$16,555
	Ryan Wicker (Yrs1-3) 1.0summos@20.0%	\$5,269	\$5,427	\$5,590	\$16,286
	<i>SUBTOTAL</i>	<i>\$10,625</i>	<i>\$10,944</i>	<i>\$11,272</i>	<i>\$32,841</i>
B	OTHER PERSONNEL				
	Executive Director (Yrs1-3) 12.0mos@50.0%	\$50,123	\$51,627	\$53,176	\$154,926
	Engineer (Yrs1-3) 12.0mos@50.0%	\$32,580	\$33,557	\$34,564	\$100,701
	Administrator (Yrs1-3) 12.0mos@50.0%	\$25,062	\$25,813	\$26,588	\$77,463
	Graduate Students (Yrs1-3) 2-12.0mos@50.0%	\$36,717	\$36,717	\$36,717	\$110,151
	Undergraduate Students (Yrs1-3) 2-52.0wks@20.0hrs	\$20,114	\$20,114	\$20,114	\$60,342
	TOTAL - SALARIES AND WAGES	\$175,221	\$178,772	\$182,431	\$536,424
C	FRINGE BENEFITS				
1	FACULTY AND STAFF	\$36,910	\$37,520	\$38,149	\$112,579
2	STUDENTS	\$6,208	\$6,208	\$6,208	\$18,624
	TOTAL FRINGE BENEFITS	\$43,118	\$43,728	\$44,357	\$131,203
D	TOTAL - SALARIES AND WAGES/FRINGE BENEFITS	\$218,339	\$222,500	\$226,788	\$667,627
E	EQUIPMENT				
1	Equipment	\$72,000	\$ -	\$ -	\$72,000
	TOTAL - EQUIPMENT	\$72,000	\$ -	\$ -	\$72,000
F	TRAVEL				
1	DOMESTIC	\$4,600	\$4,600	\$4,600	\$13,800
	TOTAL - TRAVEL	\$4,600	\$4,600	\$4,600	\$13,800
G	OTHER DIRECT COSTS				
1	MATERIALS AND SUPPLIES	\$3,866	\$28,840	\$24,552	\$57,257
2	SUBCONTRACTS	\$75,000	\$100,000	\$100,000	\$275,000
	<i>NCDMM</i>	<i>\$37,500</i>	<i>\$50,000</i>	<i>\$50,000</i>	<i>\$137,500</i>
	<i>El Paso Chamber</i>	<i>\$37,500</i>	<i>\$50,000</i>	<i>\$50,000</i>	<i>\$137,500</i>
3	OTHER COSTS	\$6,203	\$24,812	\$24,812	\$55,827
	<i>Software Expenses</i>	<i>\$6,203</i>	<i>\$24,812</i>	<i>\$24,812</i>	<i>\$55,827</i>
4	WORKSHOPS/SEMINARS	\$20,000	\$20,000	\$20,000	\$60,000
	TOTAL - OTHER DIRECT COSTS	\$105,069	\$173,652	\$169,364	\$448,085
H	TOTAL DIRECT COSTS	\$400,008	\$400,752	\$400,752	\$1,201,512
	INDIRECT COSTS				
I	33.0% Modified total direct cost	\$99,992	\$99,248	\$99,248	\$298,488
J	TOTAL ESTIMATED COSTS	\$500,000	\$500,000	\$500,000	\$1,500,000

El Paso Makes: Aerospace and Defense Supply Chain Innovation Network for Manufacturers

		Match Funds			
		Year 1	Year 2	Year 3	Total
A	SALARIES AND WAGES - SENIOR PERSONNEL				
	Ahsan Choudhuri (Yrs1-3) 1.0summos@25.0%	\$ -	\$ -	\$-	\$-
	Ryan Wicker (Yrs1-3)1.0summos@20.0%	\$ -	\$-	\$ -	\$ -
	<i>SUBTOTAL</i>	\$ -	\$ -	\$ -	\$ -
B	OTHER PERSONNEL				
	Executive Director (Yrs1-3)12.0mos@50.0%	\$50,123	\$51,627	\$53,176	\$154,926
	Engineer (Yrs1-3) 12.0mos@50.0%	\$32,580	\$33,557	\$34,564	\$100,701
	Administrator (Yrs1-3) 12.0mos@50.0%	\$25,062	\$25,813	\$26,588	\$77,463
	Graduate Students (Yrs1-3) 2-12.0mos@50.0%	\$-	\$-	\$ -	\$ -
	Undergraduate Students (Yrs1-3) 2-52.0wks@20.0hrs	\$-	\$-	\$ -	\$ -
	TOTAL - SALARIES AND WAGES	\$107,765	\$110,997	\$114,328	\$333,090
C	FRINGE BENEFITS				
1	FACULTY AND STAFF	\$34,729	\$35,286	\$35,860	\$105,875
2	STUDENTS	\$ -	\$-	\$-	\$ -
	TOTAL FRINGE BENEFITS	\$34,729	\$35,286	\$35,860	\$105,875
D	TOTAL - SALARIES AND WAGES/FRINGE BENEFITS	\$162,394	\$166,183	\$170,088	\$498,665
E	EQUIPMENT				
1	Equipment	\$ -	\$ -	\$ -	\$ -
	TOTAL - EQUIPMENT	\$-	\$ -	\$ -	\$ -
F	TRAVEL				
1	DOMESTIC	\$9,200	\$9,200	\$9,200	\$27,600
	TOTAL - TRAVEL	\$9,200	\$9,200	\$9,200	\$27,600
G	OTHER DIRECT COSTS				
1	MATERIALS AND SUPPLIES	\$134,915	\$134,915	\$134,915	\$404,745
2	SUBCONTRACTS	\$294,900	\$269,900	\$269,900	\$534,700
	<i>NCDMM</i>	<i>\$112,500</i>	<i>\$100,00</i>	<i>\$100,00</i>	<i>\$312,500</i>
	<i>El Paso Chamber</i>	<i>\$82,400</i>	<i>\$69,900</i>	<i>\$69,900</i>	<i>\$222,200</i>
3	WORKSHOPS/SEMINARS	\$31,330	\$31,330	\$31,330	\$93,990
	TOTAL - OTHER DIRECT COSTS	\$341,245	\$316,245	\$316,245	\$973,735
H	TOTAL DIRECT COSTS	\$512,839	\$491,628	\$495,533	\$1,500,000
	INDIRECT COSTS				
I	33.0% Modified total direct cost	\$ -	\$ -	\$-	\$ -
J	TOTAL ESTIMATED COSTS	\$512,839	\$491,628	\$495,533	\$1,500,000

Project Narrative

Project Title: El Paso Makes: Aerospace and Defense Supply Chain Innovation Network for Manufacturers

Section 1: Project Description and Overview

Section 1a: Executive Summary

Funding from the Venture Challenge to El Paso Makes will create the Aerospace and Defense Supply Chain Innovation Network for Manufacturers to support rapid growth of our small and medium enterprises. The Innovation Network will enhance the innovation and business capabilities of El Paso's existing manufacturing sector and connect them to the national aerospace and defense value chain. El Paso Makes led by the University of Texas at El Paso's Aerospace Center (cSETR) and W.M. Keck Center for 3D Innovation, the El Paso Chamber, and the City of El Paso will leverage the national research preeminence at UTEP to strengthen the competitiveness of El Paso's manufacturing sector.

Our local manufacturers primarily sell to the manufacturing hub in northern Mexico in the automotive, appliance and medical industries. These businesses successfully compete against Mexican companies whose labor costs are lower. Our businesses have built a competitive advantage by adopting advanced manufacturing technologies, whilst leveraging El Paso's competitive cost structure and resilient value chain. Our companies are poised for rapid growth in their core and related industries to include aerospace and defense. To accelerate this growth, we will work with them to significantly expand business opportunities.

The Innovation Network for Manufacturers will provide access to applied research, engineering design services, equipment, software, technology, talent and business services, value chain support, customer introduction and other resources, all to ensure that our manufacturers can successfully compete for business in aerospace and defense.

Section 1b: Organizational Mission

El Paso Makes is a consortium led by the applicant, University of Texas at El Paso's Aerospace Center (cSETR) and W.M. Keck Center for 3D Innovation, the City of El Paso, and the El Paso Chamber. The consortium also includes the County of El Paso, Workforce Solutions Borderplex, Western Technical College and the National Center for Defense Manufacturing and Machining (NCDMM)/America Makes. Our mission is to create jobs and business opportunity in aerospace, defense and advanced manufacturing by strengthening the capability of our local supply base using the national research preeminence of UTEP's Aerospace Center and Keck Center. We are aligning UTEP's applied research, technical expertise and talent development with the resources and business expertise of the Chamber to support these local entrepreneurs.

The El Paso Makes consortium has grown in impact and size from a partnership between UTEP's Aerospace Center and Keck Center and the County of El Paso. In 2017, UTEP and the County were granted an EDA i6 Challenge Grant to assist with the development of the Innovation Acceleration Park (tRIAC). This successful partnership grew to include the development an Aerospace and Defense Small Business Accelerator with the City of Horizon, an Aerospace and Defense associate degree with Western Technical College and the inclusion of Aerospace, Defense and Advanced Manufacturing as economic development priorities for the El Paso Chamber, the County of El Paso, the City of El Paso and the City of Horizon. And recently, the El Paso Chamber in partnership with the Aerospace Center and Keck Center has a full-time consultant dedicated to this initiative.

About Aerospace Center (cSETR) at the University of Texas at El Paso: The NASA Aerospace Center (cSETR) was established at The University of Texas at El Paso (UTEP) to promote research, education, and regional economic development in aerospace and energy engineering. The Aerospace Center, supported by the Group 5 and Group 6 National Aeronautics and Space Administration (NASA) Cooperative Agreement, maintains a diverse portfolio of grants and contracts from federal agencies and university partners. The Aerospace Center has more than 26,000 sq-ft excellent facilities and 8,000 acres of Test Range for aerospace and energy R&D and actively conducts a wide range of analytical, experimental and computational research in aerospace and energy engineering with a particular interest in propulsion and fossil energy technologies. The Aerospace Center supports more than 140 faculty, staff, and student researchers.

About the W. M. Keck Center for 3D Innovation (KECK Center) at the University of Texas at El Paso: The W. M. Keck Center for 3D Innovation (Keck Center) is a premier university research enterprise with an emphasis on frontier additive manufacturing processes, materials, and applications. The Keck Center features a 13,000-square-foot, state-of-the-art facility with more than 50 additive manufacturing machines and more than 50 involved faculty, staff, students and researchers with multiple successful national and international collaborations. The Keck Center last year opened a 10,000 sq-ft new research space, commercialization, and training facility in downtown El Paso.

The Keck Center is also the home of the America Makes' first satellite center. America Makes, operated by the National Center for Defense Manufacturing and Machining (NCDMM), was launched in August 2012 and is the nation's first Institute within the National Network for Manufacturing Innovation. America Makes is managed by the Air Force Research Laboratory (AFRL) through the Defense-wide Manufacturing Science and Technology Program — Office of the Secretary of Defense (OSD), Manufacturing and Industrial Base Policy. AFRL on behalf of OSD leads an interagency team composed of the Department of Commerce's National Institute of Standard and Technology, Department of Energy, Department of Education, the National Aeronautics and Space Administration (NASA), and the National Science Foundation.

About the El Paso Chamber: The El Paso Chamber, as a principal convener of regional human capital, institutional officials, and business leaders, is uniquely positioned to connect this vibrant innovation ecosystem to economic development activities in the El Paso region. The Chamber has long established successes with Ft. Bliss, the County and City of El Paso, UTEP, and business leaders and investors in the El Paso community. In partnership with the Aerospace Center and the Keck Center, the El Paso Chamber has hired a full-time Aerospace, Defense and Advanced Manufacturing Consultant. The Chamber is El Paso's largest and oldest business institution and uniquely qualified to coach and advocate for business. To that end, the El Paso Chamber has identified 70 locally-owned suppliers and American-owned medium-sized suppliers with significant operations in El Paso and sent those suppliers a survey to learn more about them and their interest in this initiative. This team is visiting suppliers who range from new start-up companies to established small businesses to assess their current capabilities and their growth potential.

El Paso Makes led by the Aerospace Center, the Keck Center and the El Paso Chamber is best positioned to support an innovation ecosystem for aerospace and defense for El Paso County because of UTEP's national research preeminence in aerospace and additive manufacturing and their experience accelerating small business growth and because of the El Paso Chamber's business expertise and experience convening public and private sector for maximum economic impact.

Section 2: Ecosystem Resources and Assets

Section 2a: Location, Region, and Stakeholders

El Paso Makes will provide services and support to all start up and small and medium manufacturers located in El Paso County, Texas (48141) who want to use innovation and advanced manufacturing technologies to increase their competitiveness and expand their business into the aerospace and defense industry and other markets. El Paso County includes all of Texas Congressional District 16 and a portion of Texas Congressional District 23.

El Paso County, located on the U.S./Mexico Border, is part of the fourth largest manufacturing in the world which includes Juarez, Mexico and Dona Ana County, New Mexico. A significant portion of those manufacturing jobs and investment are in Juarez but El Paso's supplier base is resilient and agile. As the second largest trade region on the U.S./Mexico border, the region is supported by six international ports of entry, an international airport and billions of dollars of recent investment in modernizing highways and roads to support cross border trade and travel.

El Paso is home to the largest bilingual and bi-cultural workforce in the Western Hemisphere. Our workforce is young compared to other communities who are facing the dilemma of an aging workforce. The median age of our workforce is 32.

There are nine institutions of higher learning in the region including The University of Texas at El Paso (UTEP) and the Texas Tech Health Sciences Center at El Paso. In December 2018, UTEP was awarded an R1 designation (top tier doctoral university with very high research activity) by the Carnegie Classification of Institutions of Higher Education. It is one of the only top tier research universities in the country with a majority Latino student population. UTEP is also among the top 10 U.S. universities for helping graduates move from family incomes in the bottom 20% to the top 20%. Because of the research experience and quality of education, the programs in the Aerospace Center and the Keck Center are a significant pipeline for the aerospace and defense industry. Unfortunately, there are too few opportunities available to these graduates to stay and work in El Paso.

El Paso is home to Fort Bliss, a military base recognized as a significant power projection platform and that includes several critical command units including Joint Modernization Command and 32nd Army Air and Missile Defense Command. Also in the region are nearby White Sands Missile Range and Holloman Air Force Base. These Department of Defense assets represent significant and often untapped business opportunity for local manufacturers and defense contractors providing engineering and design services. Other regional business opportunities in aerospace include Blue Origin and Virgin Galactic Headquarters, UP Aerospace, Exos Aerospace and Payload Specialties located at Spaceport America.

Building from these assets and positioning the Aerospace Center and the Keck Center as the innovation engine of this ecosystem, the El Paso Makes' Aerospace and Defense Supply Chain Innovation Network for Manufacturing will target local manufacturers who are challenging the defining status quo of manufacturing today. Over the last few decades, the manufacturing industry has left the United States to cheap labor markets in other parts of the world as a means to remain competitive. El Paso companies have remained resilient and strong, building in America by creating custom-made, quality products that are price competitive because of their adoption of advanced manufacturing technologies and innovation rather than a reliance on low wages. With the right resources, support and access to emerging technologies, these companies could take advantage of business opportunities in aerospace and defense, adding new high paying jobs to the economy.

El Paso Makes has built a county-wide consortium motivated and capable of providing support and resources to assist in the growth of these companies. What has been missing is a central coordinating hub that

is fully staffed and resourced to fully implement a cohesive strategy and program of services and coordinate and leverage action and resources for maximum benefit to El Paso’s manufacturers and to our local economy.

Section 2b: Investment Opportunity for this Region

The University of Texas at El Paso’s Aerospace Center and W.M. Keck Center for 3D Innovation national research preeminence and their deep connections to the aerospace and defense industry that has been built up over the last two decades will serve as the catalyst for building a transformational ecosystem that will increase wages and reverse our brain drain. These Centers combined have provided significant research and educational opportunities for El Paso’s students, but the vast majority of these STEM graduates go to jobs in other communities with more STEM occupations and better paying jobs. El Paso Makes will marshal the research and connections of these Centers to create jobs and business opportunity in aerospace, defense and advanced manufacturing. These Centers have been funded to create a Design Center that can be contracted to provide the research and development backbone that most of our local manufacturers can’t afford to invest in as part of their operations.

Significant investments and partnerships have developed to support this initiative. In 2017, UTEP and the County were granted an EDA i6 Challenge Grant to assist with the development of the Innovation Acceleration Park (tRIAC). This successful partnership grew to include the development an Aerospace and Defense Small Business Accelerator with the City of Horizon, an Aerospace and Defense associate degree with Western Technical College and the inclusion of Aerospace, Defense and Advanced Manufacturing as economic development priorities for the El Paso Chamber, the County of El Paso, the City of El Paso and the City of Horizon. And recently, the El Paso Chamber in partnership with the Aerospace Center and Keck Center has hired full-time consultant dedicated to this initiative. In addition, the County of El Paso, the City of El Paso and Workforce Solutions Borderplex have identified aerospace and defense and advanced manufacturing as industry priorities for incentives, grants and support.

These existing resources and partnerships serve as the foundation for El Paso Makes efforts to accelerate the growth of El Paso’s manufacturing sector. The El Paso Makes’ Aerospace and Defense Supply Chain Innovation Network for Manufacturers will leverage these existing assets and resources through our County-wide partnership and create additional programs and resources to support the growth of a robust aerospace, defense and advanced manufacturing ecosystem.

Section 3: Proposed Solution

Section 3a: Solution Details.

El Paso was home to a strong garment manufacturing base that was wiped out in the 1990s by NAFTA and globalization forces that sought low-cost advantage in countries with significantly lower wages. These lost jobs offered living wages and benefits with a path to the middle class. When these 22,000 jobs were lost, impacted El Pasoans were unable to find employment with similar wages and benefits because of their lack of education and lack of skills needed for remaining industries. El Paso community leaders learned from this economic dislocation to never again bet on low-cost labor as a competitive advantage and worked to rebuild the economy by strengthening public education, by facilitating broad access to secondary education and by diversifying the economy in sectors with higher wages. This economic re-tooling paid off with record low unemployment and an economy where healthcare and trade related jobs helped boost chronically low-income levels.

Some significant weaknesses still exist in our economy and El Paso Makes seeks to tackle these weaknesses head on. El Paso’s wages are still significantly lower compared to other communities of our size.

The University of Texas at El Paso, the Texas Tech Health Sciences Center at El Paso, the El Paso Community College, and our private technical schools have made significant strides in graduating many more El Pasoans with associate and bachelor degrees, particularly in STEM fields, but El Paso's relatively limited number of STEM occupations and our lower wages results in a significant number of these graduates seeking employment with higher wages in other communities. This loss of STEM talent to other communities has thwarted our ability to take advantage of growth in innovation and technology fueled industries.

El Paso Makes seeks to tackle these two challenges head on by investing in a strategy that will create 3,500 new engineering and technologist positions and 12,000 technical positions by 2030 in aerospace, defense and advanced manufacturing. These high paying jobs in STEM occupations will help increase El Paso wages, and the increase in the number of engineering positions available in these industries will provide opportunities in El Paso for UTEP graduates that do not exist in El Paso today.

El Paso Makes will do this by creating the Aerospace and Defense Supply Chain Innovation Network for Manufacturers. The Aerospace and Defense Supply Chain Innovation Network for Manufacturers will enhance the technological, technical and business capabilities of existing manufacturers so that they can successfully compete for aerospace and defense business. The ability of El Paso's manufacturing base to grow and thrive beyond its current markets will depend on its ability to compete through innovation and the use of advanced manufacturing technologies.

The El Paso Makes' Aerospace and Defense Supply Chain Innovation Network for Manufacturers will be a one-stop-shop for these targeted businesses to access these services and support:

Research and Development. Very few of El Paso's manufacturers can afford to invest in research and development and engineering design operations but increasingly manufacturers need to innovate and provide engineering design services to their customers to remain competitive in a rapidly evolving marketplace. El Paso Makes' Innovation Hub will provide research and development and engineering design services through UTEP's Design Center to local manufacturers. These services will support the development of new products and processes or help solve a technical challenge. In addition, the Innovation Hub will help businesses identify opportunities to compete for Small Business Innovation Research (SBIR) and Small Business Technology Transfer (STTR) funding and to prepare competitive proposals for this funding.

Technology, Equipment and Software. Competing through innovation in today's manufacturing environment can be prohibitively expensive because of the high costs of new technology, hardware and software. The Innovation Network space will provide access to hardware, technology and software that our local manufacturers will need to compete successfully for business in aerospace and defense.

Business Development Assistance and Support. Local suppliers have communicated a variety of business challenges that prevent them from competing for business in aerospace and defense. These challenges include lack of knowledge about federal procurement and the business practices and systems necessary to compete for DoD contracts. Many do not have the quality certifications necessary to qualify as a potential supplier for aerospace and defense. In all these areas, the El Paso Chamber will provide coaching and advocacy assistance.

The Innovation Network will contract the National Center for Defense Manufacturing and Machining (NCDMM) to assist local manufacturing businesses in identifying and developing proposals to address Department of Defense (DoD) opportunities. Additionally, NCDMM has established DoD accounting practices and contracting vehicles that can be utilized to rapidly accept DoD contracts, alleviating the need for small, local businesses to establish government-approved accounting systems and a lengthy contracting timeline, which commonly requires up to two years and significant costs.

With Chamber support, the Innovation Network will provide consulting services to local manufacturers to obtain the quality certifications required in aerospace and defense markets, and the Innovation Network will provide business coaching and mentoring.

Talent and Workforce Development Assistance and Support. Housed at the Chamber, the Innovation Network will work with Workforce Solutions Borderplex, UTEP and Western Technical College to create and fund custom training and apprenticeship programs to support workforce needs identified by El Paso suppliers such as the lack of qualified machinists, sheet metal fabricators and plastic injection molding specialists.

The Innovation Hub will coordinate with suppliers to resolve short-term staffing needs by creating a program to pay UTEP and Western Technical College interns. This would allow suppliers to pursue new business opportunities without adding additional employees to payroll that they might not be able to support until those opportunities create sustained growth over time.

Connections and Marketing. Our El Paso suppliers have largely earned their business referrals from existing customers. They have primarily focused their marketing efforts on manufacturers in Mexico. Our local manufacturers are eager to grow their business beyond Mexico, especially into the United States.

El Paso Makes' Innovation Network for Manufacturers will advance El Paso businesses onto new opportunities in the Department of Defense, NASA and aerospace and defense buyers through a searchable web-based platform showcasing the capabilities of El Paso business suppliers, through trade shows and through targeted trips to large aerospace and defense markets.

El Paso Makes' Innovation Hub Network for Manufacturers will host an annual supplier summit to facilitate face-to-face engagement between El Paso suppliers and the Department of Defense, NASA and aerospace and defense buyers. The summit would provide an opportunity for El Paso suppliers to learn directly from the Department of Defense, NASA and aerospace and defense buyers about how to do business with the agencies or businesses. The summit would also provide a format for buyers to meet and learn about each of our El Paso suppliers and the strengths of our supply base.

El Paso Makes will also host a monthly meeting of El Paso suppliers with potential customers to facilitate introductions into the aerospace and defense supply chain.

Section 3b: Achievable Solution

With funding from the EDA and the rich network of public sector and private sector collaborators that we have assembled, the creation of the Aerospace and Defense Supply Chain Innovation Network for Manufacturers as a one-stop resource for manufacturers is achievable and will create significant value for El Paso's economy in the form of high paying STEM occupations and new business opportunity. The Chamber has already been supplying general business coaching and procurement support and can testify to the positive impact of these effort as well as the need for further investment. We have also created some components of this effort already with the EDA funded Innovation Acceleration Park (tRIAC) at the County's Fabens Airport and the Aerospace and Defense associate degree created at Western Technical College in partnership with UTEP. The Aerospace Center and Keck Center have spun off several start-up businesses taking advantage of their frontier technologies. Our effort has lacked the necessary dedicated resources and staffing to fully support our local suppliers to take advantage of growth opportunities in aerospace, defense and advanced manufacturing.

Both the Aerospace Center and Keck Center have deep connections with the aerospace and defense industry and have heard directly from their diversity supply managers what some of the supply chain gaps and needs are. From our visits and engagement with local manufacturers, we have assessed their technical capabilities and strengths and are confident that with the appropriate resources and customized support that

they will be able to successfully compete for business in aerospace and defense and become strategic partners in strengthening the United States industrial base. The program of services and resources that will be available through the Aerospace and Defense Supply Chain Innovation Network for Manufacturers were built from this assessment and from our engagement with local suppliers.

Section 3c: Stakeholder Groups

Through the El Paso Chamber, El Paso Makes **has** identified 70 companies with operations in El Paso who would benefit from the program and resources that will be available via our Aerospace and Defense Supply Chain Innovation Network for Manufacturers. The target participants were selected because they are challenging the status quo in manufacturing that relies primarily on low-cost labor markets to be competitive. We included companies that were locally owned or were medium-sized American companies with substantial manufacturing operations in El Paso. We included manufacturing companies that are currently deploying advanced manufacturing technologies or selling to industries who are rapidly adopting advanced manufacturing technologies to increase their competitiveness. These companies range from additive manufacturing start-ups to small- and medium-sized companies.

The additive manufacturing start-ups spun out of the Keck Center are poised to take advantage of the shifts in design and manufacturing that this technology promises. Our small- and medium-sized manufacturers primarily serve the very large manufacturing base in Mexico, whose strength is in the automotive, appliance and medical industries. Most of their competitors are in Mexico. These suppliers cannot compete with these competitors on price because of the significant wage differential between the two cities so they have built a competitive advantage based on higher productivity afforded by advanced manufacturing technologies. This competitive advantage as well as our high supplier resiliency, provides a strong foundation to grow into other industries to include aerospace and defense.

Reflecting the demographics of El Paso which is 83% Latino, most of the locally owned companies are minority-owned or women-owned businesses. Some are family-owned businesses with generations of family members employed by the business. **All** of the companies that we have engaged with have demonstrated significant technical capabilities and resilience even through the COVID-19 pandemic. These businesses are all eager to grow into new markets and earn new customers.

These 70 companies will be our initial target for El Paso Makes' Innovation Network. As we learn about other companies in their networks, we will reach out to them, make an assessment of their capabilities and interest and offer services and support.

The program, services and resources that will be available through the El Paso Makes Innovation Network were designed to increase business and by doing so create quality jobs in El Paso, Texas.

Section 4: Partnerships

Section 3a: Partnership Ecosystem

El Paso Makes is a consortium led by the applicant, University of Texas at El Paso's Aerospace Center (cSETR) and W.M. Keck Center for 3D Innovation, and the El Paso Chamber. The consortium includes the County of El Paso, the City of El Paso, the City of Horizon, Workforce Solutions Borderplex, Western Technical College and the National Center for Defense Manufacturing and Machining (NCDMM)/America Makes. This group of partners has been working together over the last two years to develop a strategy and the necessary resources to create jobs and business opportunity in aerospace, defense and advanced manufacturing. The partners were

El Paso Makes: Aerospace and Defense Supply Chain Innovation Network for Manufacturers
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convened by the Office of Congresswoman Veronica Escobar initially and now will be regularly connected through the El Paso Chamber's committee on Aerospace, Defense and Advanced Manufacturing.

The University of Texas at El Paso's Aerospace Center (cSETR) and W.M. Keck Center for 3D Innovation, and the El Paso Chamber created a formal partnership in December 2020 contracting a full-time consultant to identify local manufacturers and defense contractors poised for growth into new industries. We surveyed 40 of these companies and have visited 20 of them to assess their current capabilities, to learn more about their goals and what we can do to support their growth and development into aerospace and defense markets. We created a supplier database that will be used to populate our marketing materials and searchable website. We documented the challenges identified by local suppliers and our assessment of their capabilities and what additional steps each would need to take to be ready to compete for new business in aerospace and defense.

UTEP's Aerospace Center will administer and manage grant proceeds for the El Paso Makes' Innovation Network for Manufacturers. The Aerospace Center and the Keck Center will provide technical assistance, research and engineering support to the Innovation Hub through the Design Center. They will also work with our workforce partners to match the industry's talent needs with student interns.

The El Paso Chamber will design the business services program and will be a subrecipient of the Venture Challenge Grant with the responsibility of providing coaching and mentoring support to participating businesses.

In 2017, the County of El Paso and UTEP were granted an EDA i6 Challenge Grant to assist with the development of the Innovation Acceleration Park (tRIAC) at the County's airport in Fabens, Texas. This collaboration continues with a recent request to the EDA for money to construct additional hangars to support this work.

The County and the City of El Paso have identified Aerospace, Defense and Advanced Manufacturing as priority target industries for business expansion and attraction efforts. The County, the City of El Paso and the City of Horizon will work with El Paso Makes to identify direct support for targeted business such as tax incentives or grants that would support their growth in El Paso. The City of El Paso will provide matching funds and has dedicated digital marketing dollars that they have been earmarked to promote El Paso's aerospace, defense and advanced manufacturing ecosystem.

Workforce Solutions Borderplex has identified Aerospace, Defense and Advanced Manufacturing as priority target industries for workforce investment and will work with El Paso Makes to create and fund customized industry training and internship and apprenticeship programs that support industry needs and provide learn and work opportunities for El Pasoans in high demand occupations.

Western Technical College, a private technical school, has partnered with UTEP to create an associate degree in Aerospace and Defense. This degree was designed to allow a student to articulate to UTEP's engineering program. Western Technical College will work with El Paso Makes to create customized training to support industry growth in aerospace and defense and to place interns from their Aerospace and Defense program to support industry needs.

The National Center for Defense Manufacturing and Machining (NCDMM)/America Makes opened a satellite of America Makes at UTEP's Keck Center in 2015. El Paso Makes would contract the National Center for Defense Manufacturing and Machining (NCDMM) to create a presence here in El Paso to assist local manufacturing businesses in identifying and developing proposals to address DoD opportunities. Additionally, NCDMM has established DoD accounting practices and contracting vehicles that can be utilized to rapidly accept DoD contracts, alleviating the need for small, local businesses to establish government-approved accounting systems and a lengthy contracting timeline, which commonly requires up to two years and significant costs.

Section 5: Measurable Goals & Feasibility

El Paso Makes' goal is to create 3,500 new engineering and technologist positions and 12,000 technical positions by 2030 in aerospace, defense and advanced manufacturing. This job creation strategy requires sustained investment in building programs that leverage our robust innovation ecosystem in aerospace, defense and advanced manufacturing to support our local manufacturers.

El Paso Makes has identified 70 local manufacturers who are uniquely poised for robust growth in the aerospace and defense industry. Our goal is to serve these manufacturers through the Innovation Network. Strengthening our local supply base will make El Paso more competitive in attracting aerospace and defense employers to the region.

Program Activities	Metrics
Output	<ul style="list-style-type: none"> By August 2024, 70 local manufacturers will be participating in the Innovation Network. By August 2024, the Innovation Network will market and connect to the national aerospace and defense industrial base 70 local manufacturers. By August 2024, the Innovation Network will host 3 annual supplier summits. By August 2024, the Innovation Network will organize 12 trips to market El Paso suppliers to the aerospace and defense industry. By August 2024, the Innovation Network will provide customized services to increase the innovation, business and technical capabilities of 70 local manufacturers.
Outcome	<ul style="list-style-type: none"> By August 2024, the Innovation Network will ensure that 60 of our local manufacturers have been quality certified to compete for aerospace and defense business. By August 2024, the Innovation Network will ensure that 60 of local manufacturers are prepared to successfully compete for DoD and NASA contracts. By August 2024, the combined annual revenue of manufacturers receiving services and support from the Innovation Network will increase by 10%. By August 2024, manufacturers receiving services and support from the Innovation Network will collectively add 200 new jobs to the El Paso economy.

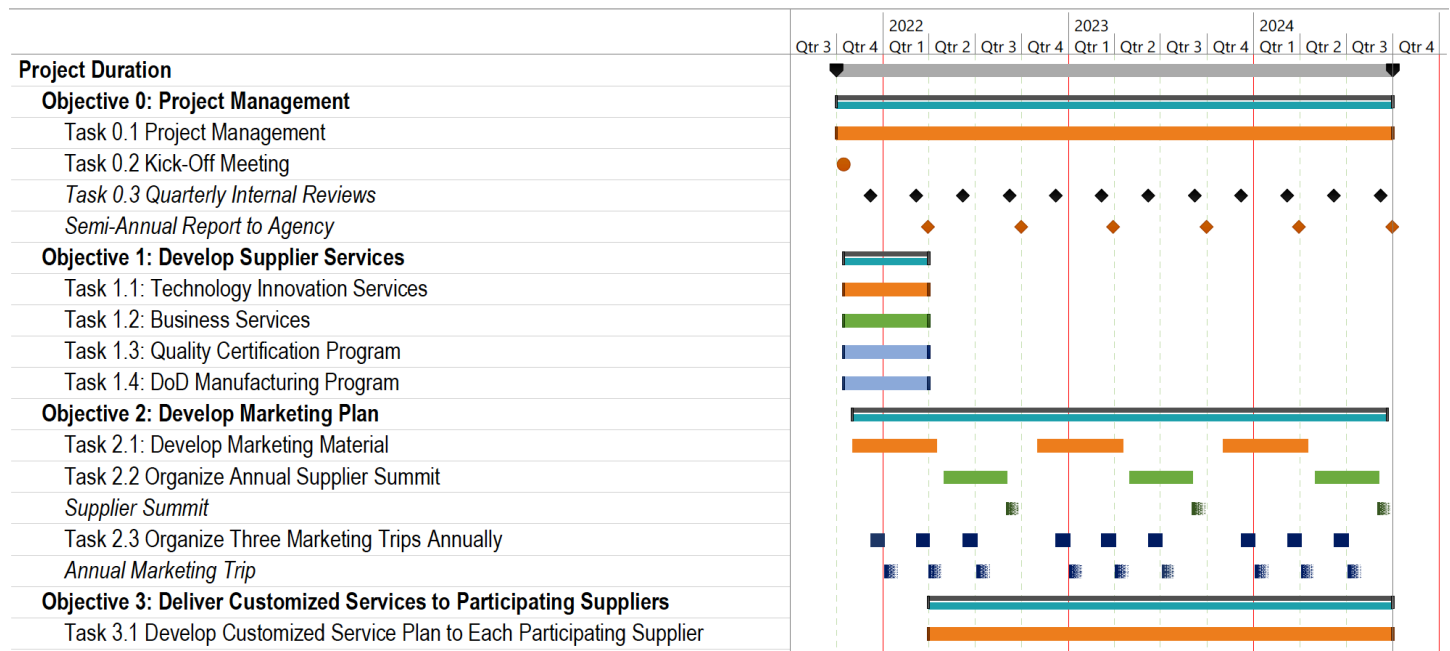
The El Paso Chamber's existing customer management system will be customized by the Innovation Network to develop a profile of all participating companies and their capabilities and needs, to track participation by each company in the Innovation Network's events and services and to track all outcomes to include whether they achieved quality certification to compete for aerospace and defense business, whether they are prepared to successfully compete for DoD and NASA contracts and to track their annual employment and annual revenue.

In addition, the project will use Key Performance Indicators (KPI) assigned to two general categories: i) Stakeholder Engagement and ii) Quantitative Deliverables. The project administration will integrate the KPIs with the project milestones and metrics using Project Management tools to monitor the progress of the project. The project management tool will contain schedules for each task and milestones for those tasks and will be updated monthly. Tasks will be scheduled to take no longer than three months and progress reporting will be done on a 0/50%/100% basis. Each quarter, tasks within the project will be reviewed by team members to ensure an effective project operation. Project Milestones and Key Performance Indicators and a preliminary project Gantt chart are shown below.

El Paso Makes: Aerospace and Defense Supply Chain Innovation Network for Manufacturers
The University of Texas at El Paso, The City of El Paso, and El Paso Chamber

Project Milestone and Key Performance Indicators

No	Milestones	Key Performance Indicator (KPI)
M1	Development of supplier services	KPI M1.1: Development of supplier services KPI M1.2: Development of customized service plans for participants
M2	Innovation and Business Capacity Development	KPI M2.2: Number of Workshops Organized KPI M2.2: Number of Workshop Attendees KPI M2.3: Number Small Businesses receive quality certification KPI M2.4: Number of DoD Bids Submitted and Awarded KPI M2.5: Number of New Jobs KPI M2.6: Value of New Business
M3	Development of marketing plan	KPI M3.1: Number of local suppliers at annual supplier summit KPI M3.2: Number of marketing trips KPI M3.3: Number of new leads for local suppliers as a result of marketing efforts



Section 6: Sustainability

El Paso Makes views these funds as a means to prime the funding pump locally. It is our belief; that success will lead to more success. Proving the concept and setting up the Innovation Network will lead to more business funding as well as other public funding as we rebuild and reimagine our economy. The proposed El Paso Makes will be developed within the paradigm of strong institutional and regional stakeholder cash and in-kind commitments. The City of El Paso has committed to provide \$1,500,000 support for as well as physical infrastructure needed to support this initiative. The City of El Paso and the El Paso Chamber commit to maintain high level of support beyond the initial EDA funding. The El Paso Chamber will also develop an additional \$5 million fund through its foundation within the 3 years of the project. Thus, most program elements of proposed initiative will sustain and grow beyond the EDA funding cycle.



El Paso, TX

300 N. Campbell
El Paso, TX

Legislation Text

File #: 22-192, 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

Airport, Sam Rodriguez, (915) 212-7301

AGENDA LANGUAGE:

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

Discussion and action on the presentation related to the sale of land by Fort Bliss.

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

DEPARTMENT: Aviation

AGENDA DATE: February 15, 2022

CONTACT PERSON/PHONE: Sam Rodriguez – 212-7301

DISTRICT(S) AFFECTED: All

STRATEGIC GOALS: No. 1: Create an Environment Conducive to Strong, Sustainable Economic Development

SUBJECT:

Discussion and action on the presentation related to the sale of land by Fort Bliss.

BACKGROUND / DISCUSSION:

Fort Bliss is selling approximately 1,520 acres of land located east of the El Paso International Airport, north of Montana Avenue, and south of William Beaumont Army Medical Center. This briefing will provide an overview of this action.

PRIOR COUNCIL ACTION:

N/A

AMOUNT AND SOURCE OF FUNDING:

N/A

BOARD / COMMISSION ACTION:

N/A

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

LEGAL: (if required) _____ **FINANCE:** (if required) _____

DEPARTMENT HEAD:


(Example: if RCA is initiated by Purchasing, client department should sign also)
Information copy to appropriate Deputy City Manager



Legislation Text

File #: 22-184, Version: 1

CITY OF EL PASO, TEXAS
LEGISTAR AGENDA ITEM SUMMARY FORM

DISTRICT, DEPARTMENT, CONTACT INFORMATION:

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

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

District 4

Capital Improvement Department, Sam Rodriguez, (915) 212-1845

AGENDA LANGUAGE:

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

Discussion and action that the City Manager, or designee, be authorized to sign an Agreement for Professional Services by and between the CITY OF EL PASO and COUNTRYMAN & CO. ARCHITECTURE a Texas professional limited liability local company, for a project known as "EL PASO POLICE DEPARTMENT HEADQUARTERS DESIGN-BUILD OWNERS REPRESENTATIVE" for an amount not to exceed TWO MILLION FORTY ONE THOUSAND THREE HUNDRED NINETY EIGHT AND 13/100 DOLLARS (\$2,041,398.13) and that the City Manager, or designee, be authorized to establish the funding sources, make any necessary budget transfers, execute any and all documents necessary for the execution of the Agreement, and to execute any contract amendments that do not impact the funding amount.

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

DEPARTMENT: Capital Improvement

AGENDA DATE: February 15, 2022

CONTACT PERSON/PHONE: Sam Rodriguez, P.E., City Engineer, (915) 212-1845

DISTRICT(S) AFFECTED: 4

STRATEGIC GOAL: 2 set the Standard for a safe and secure City
SUBGOAL: 2.3 Increase public safety efficiency

SUBJECT:

That the City Manager, or designee, be authorized to sign an Agreement for Professional Services by and between the CITY OF EL PASO and COUNTRYMAN & CO. ARCHITECTS a Texas professional limited liability local company, for a project known as “**EL PASO POLICE DEPARTMENT HEADQUARTERS DESIGN-BUILD OWNERS REPRESENTATIVE** for an amount not to exceed **TWO MILLION FORTY ONE THOUSAND THREE HUNDRED NINETY EIGHT AND 13/100 DOLLARS (\$2,041,398.13)** and that the City Manager, or designee, be authorized to establish the funding sources, make any necessary budget transfers, execute any and all documents necessary for the execution of the Agreement, and to execute any contract amendments that do not impact the funding amount.

BACKGROUND / DISCUSSION:

The 2019 Public Safety Bond included funding for a new El Paso Police Department Headquarters. The City has elected to deliver the project using the design-build alternative delivery method. Design-build is a method of project delivery in which one entity - the design-build team - works under a single contract with the project owner to provide design and construction services allowing one entity, one contract, one unified flow of work from initial concept through completion. In accordance with Texas statute, owners like the City must procure the services of an Owner's Representative to represent the owner of a building or facility. An Owner's Representative advises the owner to ensure the owner's project needs are met and that the project comes in on time and under budget. Research has shown that an owner representative has a positive impact on balancing project constraints such as time, cost, quality, and scope.

Selection of the owner's representative was based on qualifications in accordance with the City's Architect & Engineering procurement policy. There were eight offerors, with selection being the most qualified for the scope of services anticipated.

PRIOR COUNCIL ACTION:

Ordinance No. 018961 Authorizing an election for the sale of bonds for Public Safety facilities and equipment.

HAVE ALL AFFECTED DEPARTMENTS BEEN NOTIFIED? x YES NO

PRIMARY DEPARTMENT: Capital Improvement Department
SECONDARY DEPARTMENT: El Paso Police Department

AMOUNT AND SOURCE OF FUNDING:


2019 Public Safety Bond
\$90.6M

BOARD / COMMISSION ACTION:

N/A

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

DEPARTMENT HEAD:


Assistant Director Capital Improvement
Sam Rodriguez, P.E., City Engineer

RESOLUTION

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

That the City Manager, or designee, be authorized to sign an Agreement for Professional Services by and between the City Of El Paso, and Countryman & Co. Architecture, a Texas professional limited liability company for a project known as “El Paso Police Department Headquarters Design-Build Owners Representative” for an amount not to exceed Two Million Forty One Thousand Three Hundred Ninety Eight And 13/100 Dollars (\$2,041,398.13).

In addition, the City Manager, or designee, is authorized to establish the funding sources and make any necessary budget transfers and execute any and all documents necessary for execution of the Agreement for Professional Services. In addition, the City Manager, or designee, is authorized to increase the contract amount up to \$50,000.00 and sign any amendments to the agreement.

APPROVED THIS _____ DAY OF _____ 2022.

CITY OF EL PASO:

Oscar Leoser
Mayor

ATTEST:

Laura Prine
City Clerk

APPROVED AS TO FORM:

Leslie B. Jean-Pierre
Assistant City Attorney

APPROVED AS TO CONTENT:

Jerry DeMuro
Assistant Director Capital Improvement

Sam Rodriguez, City Engineer
Capital Improvement Department

CITY OF EL PASO A&E SELECTION SCORESHEET

EVALUATION CRITERIA	SOLICITATION #2021-1449R							
	PROFESSIONAL SERVICES - EPPD HEADQUARTERS DESIGN-BUILD OWNER'S REPRESENTATIVE							
	ABACUS	BROADDUS & ASSOCIATES	COUNTRYMAN & CO.	DEKKER, PERICH, SABATINI	ECM	HUITT ZOLLARS	MNK ARCHITECTS	PARAGON
Rater No 1	62	60	82	70	60	51	74	80
Rater No 2	68	64	62	65	67	60	62	63
Rater No 3	77	30	62	41	75	30	40	54
Rater No 4	37	67.25	50.75	64.5	56.75	51.5	30.75	45.75
Rater No 5	64	65	71	62	66	70	71	62
	308	286.25	327.75	302.5	324.75	262.5	277.75	304.75

THE STATE OF TEXAS)
)
COUNTY OF EL PASO)

**AN AGREEMENT FOR
PROFESSIONAL SERVICES**

This Agreement is made this _____ day of _____, 2022 by and between the **CITY OF EL PASO**, a municipal corporation organized and existing under the laws of the State of Texas, hereinafter referred to as the “**Owner**”, and **Countryman & Co. Architecture**, a Texas professional limited liability company, hereinafter referred to as the “**Consultant**”.

WHEREAS, the Owner intends to engage the Consultant to perform professional services for the project known as “El Paso Police Department Headquarters Design-Build Owners Representative”, hereinafter referred to as the “**Project**”, as further described in **Attachment “A”**; and

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

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

**ARTICLE I.
ATTACHMENTS**

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

Attachment “A”	Scope of Services and Budget
Attachment “B”	Consultant’s Fee Proposal and Hourly Rates
Attachment “C”	Intentionally Deleted
Attachment “D”	Payment and Deliverable Schedules
Attachment “E”	Insurance Certificate

**ARTICLE II.
PROJECT**

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

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

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

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

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

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

ARTICLE III. CONSULTANT FEES AND PROJECT BUDGET

3.1 PAYMENT TO CONSULTANT. The Owner shall pay to the Consultant an amount not to exceed **TWO MILLION FORTY ONE THOUSAND THREE HUNDRED NINETY EIGHT AND 13/100 DOLLARS (\$2,041,398.13)** for all basic services and reimbursables performed pursuant to this Agreement.

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

3.2 CONSULTANT'S SERVICES. The Services to be provided by the Consultant for this Agreement are attached hereto as **Attachment "A"**.

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

3.3.1 Each invoice shall contain a brief summary indicating, at a minimum, the total amount authorized for the Consultant, the current invoiced amount and the amount billed

to date. In addition to the Summary, each invoice shall provide a Progress Report. The Progress Report shall describe, at a minimum, the progress of the Project to date also indicating the percentage of completion of the Project. The established schedule for completion shall not be revised except by written amendment to this Agreement, executed by both parties.

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

3.4 INTENTIONALLY DELETED.

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

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

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

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

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

4.3.1 TERMINATION BY OWNER. It is mutually understood and agreed by the Consultant and Owner that the Owner may terminate this Agreement, in whole or in part for the convenience of the Owner, upon **fourteen (14) consecutive calendar days'** written notice. It is also understood and agreed that upon such notice of termination, the Consultant shall cease the performance of services under this Agreement. Upon such termination, the

Consultant shall provide one final invoice for all services completed and reimbursable expenses incurred prior to the Owner's notice of termination. Owner shall compensate Consultant in accordance with this Agreement; however, the Owner may withhold any payment to the Consultant that is held to be in dispute for the purpose of setoff until such time as the exact amount due the Consultant from the Owner is determined. Nothing contained herein, or elsewhere in this Agreement shall require the Owner to pay for any services that are not in compliance with the terms of this Agreement and its attachments.

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

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

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

ARTICLE V. INSURANCE AND INDEMNIFICATION

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

5.1.1 WORKERS' COMPENSATION INSURANCE. The Consultant shall procure and shall maintain during the life of this Agreement, Workers' Compensation Insurance as

required by applicable Texas law for all of the Consultant's employees to be engaged in work under this Agreement. The Consultant shall provide the following endorsement:

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

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

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

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

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

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

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

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

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

ARTICLE VI. FEDERAL AND STATE PROVISIONS

6.1 COMPLIANCE WITH APPLICABLE LAWS – FEDERAL AND STATE FUNDING REQUIREMENTS. Consultant, at Consultant’s sole expense, agrees that it will operate and perform its responsibilities and covenants under this Agreement in accordance with applicable laws, rules, orders, ordinances, directions, regulations and requirements of federal, state, county and municipal authorities, now in force or which may hereafter be in force, including, but not limited to, those which shall impose any duty upon the Owner or Consultant with respect to the use of federal and state funds and nondiscrimination in the administration of contracts which are funded, in whole or in part, with federal and state funds.

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

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

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

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

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

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

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

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

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

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

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

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

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

- (1) **Compliance with Regulations:** Consultant shall comply with the Regulations relative to nondiscrimination in Federally-assisted programs of the Department of Transportation (hereinafter, “DOT”) Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.
- (2) **Nondiscrimination:** Consultant, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. ADP shall not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.
- (3) **Solicitations for Subcontractors, Including Procurements of Materials and Equipment:** In all solicitations either by competitive bidding or negotiation made by Consultant for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by Consultant of Consultant’s obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.
- (4) **Information and Reports:** Consultant shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts other sources of information, and its facilities as may be determined by Client to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of Consultant is in the exclusive possession of another who fails or refuses to furnish this information Consultant shall so certify to Client, as appropriate, and shall set forth what efforts it has made to obtain the information.
- (5) **Sanctions for Noncompliance:** In the event of Consultant’s noncompliance with the nondiscrimination provisions of this contract, the Client shall impose such contract sanctions as it may determine to be appropriate, including but not limited to:
 - a. Withholding of payments to the Consultant under the contract until the Consultant complies, and / or
 - b. Cancellation, termination or suspension of the contract in whole or in part.
- (6) **Incorporation of Provisions:** Consultant shall include the provisions of paragraphs (1) through (6) in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directive issued pursuant thereto. Consultant shall take such action with respect to any subcontract or procurement as Client may direct as a means of enforcing such provisions including sanctions for non-compliance: Provided, however, that in the event a Consultant becomes involved in,

or is threatened with litigation with a subcontractor or supplier as a result of such direction, the Consultant may request Client to enter into such litigation to protect the interests of Client and in addition, Consultant may request the United States to enter into such litigation to protect the interests of the United States.

ARTICLE VII. GENERAL PROVISIONS

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

7.2 INTENTIONALLY DELETED.

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

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

Specifications or to hold the Consultant responsible for any subsequent use of the Drawings, Specifications and documents. The Consultant shall provide the Owner with copies of the Instruments of Service in both electronic form and in hard copy.

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

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

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

7.6 CONTRACTING INFORMATION

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

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

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

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

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

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

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

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

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

To the Consultant: CONTRYMAN & CO. ARCHITECTURE
Attn: Jennifer Countryman
108 S, Stanton St. Floor 3
El Paso, TX 79901

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

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

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

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

WITNESS THE FOLLOWING SIGNATURES AND/OR SEALS:

CITY OF EL PASO:

Tomás González
City Manager

APPROVED AS TO FORM:

Leslie Jean-Pierre
Assistant City Attorney

APPROVED AS TO CONTENT:

Jerry DeMuro for
Assistant Director Capital Improvement

Samuel Rodriguez, P.E., City Engineer
Capital Improvement Department

ACKNOWLEDGMENT

THE STATE OF TEXAS §
 §
COUNTY OF EL PASO §

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

Notary Public, State of Texas

My commission expires:

(Signatures begin on following page)

CONSULTANT:By: 

Name: Jennifer Countryman

Title: Architect/Owner

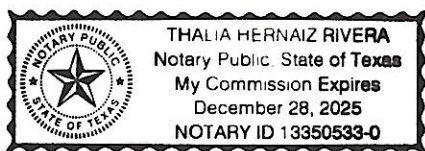
ACKNOWLEDGEMENTTHE STATE OF Texas §

§

COUNTY OF EL PASO §

This instrument was acknowledged before me on this 4 day of February, 2022,
by Jennifer Countryman, on behalf of Consultant.


Notary Public, State of Texas

My commission expires:

**ATTACHMENT “A”
SCOPE OF SERVICES**

**Professional Services -
EL PASO POLICE DEPARTMENT HEADQUARTERS
Design-Build Owner's Representative**

A. PROJECT MANAGEMENT

1. Project Governance at Executive and Project Level
 - a. Designation of Core Leadership Team and End-User Representation Team
 - b. Approval processes and authorities of key stakeholders. Designate who will sign each submittal.
2. Strategic Goals, Priority and Constraint Management
3. Schedule Reports and Management
4. Master Action Item Log Management (Designating Responsibilities, Due Dates, Alerting and Documenting Delays)
5. Progress Reports
6. Project Meetings | Meeting Minutes
7. Owner In-Site Collaboration (Software by D-B Team)
8. Monthly invoices, as per City standards, organized by tasks.

B. DESIGN CRITERIA DEVELOPMENT

1. Data Gathering | Visit of Existing Police Headquarters
2. Surveys | Interviews | Stakeholder Engagement
3. Programming – Building, with adjacency and circulation requirements. *Identification of any unique equipment to be relocated.*
4. Programming – Parking Garage, including needs for Entertainment District
5. Programming – Site, with adjacency and circulation requirements.
6. Room Data Sheets –Includes:
 - a. Interior Finish Requirements
 - b. Furniture and Equipment Requirements
 - c. City and EPPD Specific Security Requirements
7. Sustainability Design Criteria. To include 2 Green Globes, SITES accreditation and renewable energy.

C. BRIDGING DOCUMENT DEVELOPMENT

1. Blocking | Stacking Diagrams and Plan Bubble Diagrams Only.

D. COST CONTROL

Cost Control fees approved for specific planning and design milestones will include separate line items for the following:

- The Parking Garage
- Furniture

- IT cabling and equipment. (exclusive of software.)
- Fueling Stations, Car Wash, Solar Panels or Other Specialty Features within the Construction Budget
- Alternates

E.PROCUREMENT

1. Assist in Developing Procurement Plan | Schedule
 - a. Can potentially include a compensated design competition between the two finalists.
 - b. Advocate for the public advertising of sub-contractor opportunities.
2. Project Meetings | Meeting Minutes | Action Item Log Management
3. Assist in Developing D-B participation procedures.
4. Assist in Developing *Requirements for Procedures, Practices and Expectations*:
 - a. Processes for working together as a team. Time commitments.
 - b. Schedule Management Procedures
 - c. Document Management Procedures
 - d. Design Review Submittal Expectation
 - e. Quality Assurance Measures
 - f. Redline and Design Comment Management Practices | Timeline Cycle
 - g. Rendering and materials for City website and the public - expectations.
 - h. Construction Quality Management Procedures
 - i. Construction Management Procedures
 - j. Schedule Format and Submittal Requirements | Remediation Procedures
 - k. Delay Log Management | Update Weather – Cap on additional Days. Claims for additional payments.
 - l. Prioritized Submittal Log | Contractual Deadlines
5. Assist in Developing Risk Allocation Matrix
6. Assist in Developing Design and Construction Contractual Milestones.
 - a. Includes any partial Certificates of Occupancy.
7. Assist in developing Other Performance Guarantees
8. Assist in Developing Testing Protocols to be included in the GMP.
9. Assistance developing the RFQ.
10. Responding to questions and assisting in drafting addenda.
11. Participate in evaluation of SOQs from D-B offers.
 - a. Includes participation in GMP cost validation.
12. Facilitating and participating in the interviews.
13. Participating and providing recommendations during contract negotiations.

F.OPR DURING DESIGN – LEADING THE PARTNERSHIP

1. Contract Administration | Management
2. Public Outreach: Community Presentations – *Groundbreakings and ribbon cuttings by City.*

3. Schedule Reports and Management
4. Project Meetings | Meeting Minutes | Action Item Log Management
 - a. Includes: Preliminary Meetings with AHJ
5. Review of Design Concept Options, if no design competition was held as part of the D-B selection process.
 - a. Provide a report reviewing options.
6. Design Review Submittal Expectation Setting | Quality Assurance
 - a. Shall also include materials for City website and the public.
7. Design Reviews, to include reviews by consultants. Drawings and Specifications. NOTE: Fee includes 1 review by commissioning team.
NOTE: Fee includes 5 reviews by the rest of the OPR consultant team.
8. Sustainability Reviews, to include reviews by consultants.
9. Gathering | Organizing City's Input Across User Groups
10. Review Comment Management
11. Independent Cost Estimating | Cost Reconciliation | Cost Control | Value Engineering
 - a. Schematic Design
 - b. Design Development
 - c. 50% Construction Document Estimate
 - d. 100% Construction Document Estimate
12. Watch Permitting | Preliminary Meeting with City
14. Watch TDLR
15. FFE Planning and assistance with procurement. Excluded. Shall be by the City.
16. Signage, wayfinding and branded environments. Excluded. *Shall be by the D-B Team.*

G. OPR DURING CONSTRUCTION

1. Contract Administration | Management

1. Public Outreach: Support City's PR Department with groundbreakings, Topping Out and Ribbon Cutting Ceremonies. Excluded.
2. Schedule Review | Recommendations
 - a. Review of the D-B's List of Testing Protocols, Field Observation Requests and Inspection Schedule
 - b. COs for Time and Weather Days Prioritized Submittal Log | Contractual Deadlines
 - c. RFI and ASI Response Times
3. Project Budget Reporting Excluded. By City.
4. Project Meetings | Meeting Minutes | Action Item Log Management
5. Advise the Owner as Project Challenges Arise
6. Review of the D-B's Safety Plan. Excluded.
7. Review of the D-B's Quality Assurance Plan Excluded.
8. Track Sustainability Requirements
9. Advise the Owner as Project Challenges Arise

10. Resident Project Representative (RPR), full time, on-site representation.

2. Construction Administration Processes Oversight:

1. Field Observations and Reports by Design Criteria Development Team.
2. Track Sustainability Requirements
3. Change Order | Contingency Tracking and Management
4. Delay Reporting | COs for Time and Weather Days
5. Pay Application Reviews & Recommendations
6. Project Close Out.
 - a. Includes: Punchlist Management: Architect, consultant team, and Owner's various departments.
 - b. Includes:
7. Warranty Walk-Throughs. Architectural, consultant team, and owner departments.

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

ATTACHMENT "B"

COUNTRYMAN & CO. Architecture

SUMMARY OF FEES AND CONSULTANT PARTICIPATION

Client **City of El Paso | Capital Improvement Department**
 Karla Mota, Project Manager
 218 N. Campbell | Second Floor | El Paso, Texas 79901
 915.240.3246 | motake@elpasotexas.gov

Project Name **EPPD HQ Owner's Project Representative Services**
Project No. **2022-01**

Basic Services		Fee	% Complete	Earned	Previously Paid	Being Invoiced
Owner Project Representative thru December 31, 2025 (4 Years)		\$1,625,390.00	0%	\$0.00	\$0.00	\$0.00
PHASE 1 - Through Issuing of RFQ		\$408,000.00	C&C to bill proportionately with time incurred. Consultants by task completed.			
Owner's Project Representative Services	<i>Countryman & Co.</i>	\$240,000.00				
Design Criteria Development Project Definition Book and Collaboration With Estimator	<i>Roth Sheppard</i>	\$135,000.00				
Blocking Stacking Diagrams and Plan Bubble Diagrams	<i>Roth Sheppard</i>	\$20,000.00				
Advising During RFQ Development, Procurement, and Estimating	<i>Roth Sheppard</i>	\$13,000.00				
PHASE 2 - DB's Design Phase		\$382,590.00	C&C to bill proportionately with time incurred. Consultants by review. Not to exceed 5 reviews.			
	<i>Countryman & Co.</i>	\$240,000.00				
	<i>Roth Sheppard</i>	\$9,650.00				
	<i>SLI Engineering</i>	\$23,000.00				
	<i>HKN Engineers</i>	\$18,540.00				
	<i>AEG, LLC</i>	\$50,000.00				
	<i>DBR, Inc.</i>	\$25,350.00				
	<i>The Dry Land</i>	\$16,050.00				
PHASE 3 - DB's Construction Phase		\$834,800.00	To be billed proportionately with time incurred.			
	<i>Countryman & Co.</i>	\$576,000.00				
	<i>Roth Sheppard</i>	\$56,050.00				
	<i>SLI Engineering</i>	\$26,500.00				
	<i>HKN Engineers</i>	\$55,000.00				
	<i>AEG, LLC</i>	\$80,000.00				
	<i>DBR, Inc.</i>	\$21,750.00				
	<i>The Dry Land</i>	\$19,500.00				
Resident Project Representative During Construction (2 Years)		\$250,000.00	0%	\$0.00	\$0.00	\$0.00
Basic Services SUB-TOTAL		\$1,875,390.00		\$0.00	\$0.00	\$0.00
Additional Services		Fee	% Complete	Earned	Previously Paid	Being Invoiced
Preliminary Assessment Planning Services		\$14,268.13				
Construction Verification Surveying	<i>SLI Engineering</i>	\$9,875.00	0%	\$0.00	\$0.00	\$0.00
Cultural Resource (Clearance) Survey	<i>Hammerstone Environmental</i>	\$2,295.90	0%	\$0.00	\$0.00	\$0.00
Biological Assessment	<i>Hammerstone Environmental</i>	\$1,697.23	0%	\$0.00	\$0.00	\$0.00
Code Review Confirm No Other Requirements	<i>Hammerstone Environmental</i>	\$400.00	0%	\$0.00	\$0.00	\$0.00
Cost Estimating		\$133,740.00				
Programming Phase Estimate, at Conclusion of Bridging Docs	<i>Balis & Co.</i>	\$14,608.00	0%	\$0.00	\$0.00	\$0.00
Schematic Design Phase Estimate	<i>Balis & Co.</i>	\$22,236.00	0%	\$0.00	\$0.00	\$0.00
Design Development Phase Estimate	<i>Balis & Co.</i>	\$31,672.00	0%	\$0.00	\$0.00	\$0.00
50% CDs Phase Estimate	<i>Balis & Co.</i>	\$44,956.00	0%	\$0.00	\$0.00	\$0.00
100% CDs Phase Estimate	<i>Balis & Co.</i>	\$20,268.00	0%	\$0.00	\$0.00	\$0.00
Construction		\$18,000.00	0%	\$0.00	\$0.00	\$0.00
Construction Verification Surveying	<i>SLI Engineering</i>	\$18,000.00	0%	\$0.00	\$0.00	\$0.00
Additional Services SUB-TOTAL		\$166,008.13		\$0.00	\$0.00	\$0.00
TOTAL AUTHORIZED FEE		\$2,041,398.13				

**ATTACHMENT “C”
INTENTIONALLY DELETED**

ATTACHMENT “D” PAYMENT SCHEDULE

For the project known as “**EL PASO POLICE DEPARTMENT HEADQUARTERS DESIGN-BUILD OWNERS REPRESENTATIVE**”, hereinafter referred to as the Project, the Owner will compensate the Consultant an amount not to exceed **\$TWO MILLION FORTY ONE THOUSAND THREE HUNDRED NINETY EIGHT AND 13/100 DOLLARS (\$2,041,398.13)** for all Basic Services and reimbursables noted within the Agreement and its attachments.

PAYMENT SCHEDULE

The compensation for each task described in Attachment “A” shall be made in proportion to the services performed for that task that the compensation made after the approved completion of each task shall bring the fees up to the following total basic compensation:

Summary of Fees	
Basic Services	Fee
Phase 1 Services through issuance of RFQ	\$408,000
Phase 2 Design Phase	\$382,590
Phase 3 Construction Phase	\$834,800
Resident Project Representative During Construction	\$250,000
Basic Services Total	\$1,875,390
Additional Services	Fee
Preliminary Assessment/Planning	\$14,268
Cost Estimating	\$133,740
Construction Verification Surveying	\$18,000
Additional Services Total	\$166,008
Total Basic and Additional Services	\$2,041,398

Payment shall be made on a monthly basis. The Owner shall make payments upon presentation of the Consultant’s detailed Invoice and accompanying Summary and Progress Report and the Owner’s written approval.

**ATTACHMENT “E”
INSURANCE CERTIFICATE**



ATTACHMENT "E"

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

10/01/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER WestStar Insurance 641 North Stanton Street El Paso TX 79901	CONTACT NAME: Eric Swanson PHONE (A/C No. Ext): (915) 747-1038 FAX (A/C No.): (915) 206-6552 E-MAIL ADDRESS: eswanson@weststar-insurance.com
INSURER(S) AFFORDING COVERAGE	
INSURER A: General Ins. Co of America	
INSURER B: Underwriters at Lloyds, London	
INSURER C:	
INSURER D:	
INSURER E:	
INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** Cert ID 4099 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			BWG62552244	01/13/2021	01/13/2022	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 15,000 PERSONAL & ADV INJURY \$ Included GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 Hired/Non Owned \$ 1,000,000
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
B	Professional Liability			PSJ0026901349	01/13/2021	01/13/2022	Each Claim \$ 1,000,000 Aggregate Limit \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Project: El Paso Police Department Headquarters Design-Build Owner's Representative

City of El Paso is an Additional Insured when required by written contract as respects to General Liability.

CERTIFICATE HOLDER

City of El Paso Attention: Capital Improvement Department 218 N. Campbell El Paso TX 79901	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
---	--

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El Paso, TX

300 N. Campbell
El Paso, TX

Legislation Text

File #: 22-189, 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

Museums and Cultural Affairs, Ben Fyffe, (915) 212-1766

AGENDA LANGUAGE:

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

Discussion and action to approve a Resolution to authorize the City Manager or a designee to enter into contracts and amendments to contracts to carry out the 2022 Public Art Plan.

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

AGENDA DATE: February 15, 2022 (for Regular Agenda)

CONTACT PERSON(S) NAME AND PHONE NUMBER: Ben Fyffe, (915) 212-1766

DISTRICT(S) AFFECTED: All

STRATEGIC GOAL:

Goal 3: Promote the Visual Image of El Paso

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

SUBJECT:

Approve a resolution to authorize the City Manager or a designee to enter into contracts and amendments to contracts to carry out the 2022 Public Art Plan

BACKGROUND / DISCUSSION:

By ordinance, MCAD is required to bring to council an annual plan. The plan includes updates on projects in progress and requests for approval on budgets for projects to be initiated in the calendar year.

PRIOR COUNCIL ACTION:

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

AMOUNT AND SOURCE OF FUNDING:

\$500,000 pulled from 2% allocations of 2012 QOL Bonds and Certificates of Obligation from 2018.

HAVE ALL AFFECTED DEPARTMENTS BEEN NOTIFIED? X YES ___ NO

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

DEPARTMENT HEAD:



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

RESOLUTION

WHEREAS, by way of a Resolution on April 12, 2005, City Council adopted the 2014-2024 Public Art Master Plan dated October 28, 2014, as the primary guideline in determining and appropriating expenditures from the public art fund; and

WHEREAS, under the provisions of the City Code Chapter 2.40 (Department of Museums and Cultural Affairs) Section 2.40.70 (Art in Municipal Places) and Section 2.40.80 (Administration of the Public Art Program and Establishment of the Public Art Committee) the City of El Paso provided for art in municipal places, established a means of funding acquisition or commissioning of art for municipal places and established that the Public Art committee and the Museums and Cultural Affairs Advisory Board shall submit an annual Public Art Plan to the City Council; and

WHEREAS, the 2022 Public Art Plan (the “Plan”) attached hereto as Exhibit “A” was approved by the Public Art Committee (“PAC”) and the Museums and Cultural Affairs Advisory Board (“MCAAB”); and

WHEREAS, the City Council may accept or reject any portion of this Plan; and

WHEREAS, the City Council, having taken into consideration the recommendation of the PAC and MCAAB, determines that the Plan is reasonable and appropriately adopted and that said Plan serves the public purpose of enhancing the quality of life of the citizens of El Paso through the development of fine arts and cultural properties and by encouraging the integration of art in the architecture of municipal structures.

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

1. That the 2022 Public Art Plan, attached hereto, be and is hereby officially adopted.
2. That 2022 Plan includes current art projects in progress initiated in 2021 and new projects to be initiated in Fiscal Year 2022 and on, and describes the planned location, proposed budget, timetable, and artist selection process for each project, and contains updates on public art projects in progress.
3. That adoption of the Plan is fully funded through 2010, 2011, 2012, 2013, 2017, 2018, and 2019 Certificates of Obligation; the 2012 Infrastructure and Quality of Life Bonds; and the 2019 Public Safety Bonds.
4. That the City Manager or a designee is authorized to enter into contracts and amendments to contracts to carry out the Amended Plan as described in Exhibit “A”. If an artist identified in the Plan is unable or unwilling to finalize a contract with the City, then the City Manager is authorized to execute a contract and contract amendments with a new artist as selected by the Museum and Cultural Affairs Department approved by the Public Art Committee.

APPROVED this the _____ day of _____, 2022.


CITY OF EL PASO:

Oscar Leoser
Mayor

ATTEST:


Laura D. Prine
City Clerk

APPROVED AS TO FORM:



Karla Muñoz
Assistant City Attorney

APPROVED AS TO CONTENT:



Ben Fyffe, Managing Director
Cultural Affairs & Recreation

(Exhibit “A” on the following page)

Exhibit "A" Public Art Plan 2022									
District	Project	Location	Selection Process	Artist	Appropriated Funds	Additional Allocations	Total Allocations	Timeline	Summary
New Projects									
5	Eastside Sports Complex	14400 Montwood Dr	Invitational Competition	TBD	\$400,000	\$0	\$400,000	TBD	Artist to be commissioned to work with staff and the community to design, fabricate and install a public art project.
8	Paso Del Norte (PDN) Roundabout	EL Paso St & Sixth Ave	Invitational Competition	TBD	\$200,000	\$0	\$200,000	TBD	Artist to be commissioned to work with staff and the community to design, fabricate and install a public art project.
Public Art Projects in Progress									
2	Airport Mural Project	El Paso International Airport	Direct Select	Ricardo Chavarria	\$30,000	\$0	\$30,000	Mar-22	Local artist has been commissioned to work with the community to design install a mural public art project.
2	Alabama Street Mural Replacement	Alabama St. @ Broadus Ave.	Invitational Competition	Jesus "Cimi" Alvarado	\$120,000	\$0	\$120,000	Aug-22	Local artist has been commissioned to work with the community to design install a mural public art project.
8	Arts Festival Plaza Water Wall Improvements	1 Arts Festival Plaza	Invitational Competition	TBD	\$400,000	\$0	\$400,000	TBD	Artist to be commissioned to work with staff and the community to design, fabricate and install a public art project.
3	August 3rd Memorial	7500 W H Burgess Dr.	Direct Select	Albert "Tino" Ortega	\$250,000	\$0	\$250,000	Jul-22	Local artist has commissioned to work with the community to design, fabricate and install a public art project.
8	Children's Museum Umbrella Canopy	201 W. Main St.	Invitational Competition	FUTUREFORMS	\$1,000,000	\$0	\$1,000,000	Jun-22	Artist is currently fabricating the art piece which will be integrated into the project.
8	Country Club Rd. Roundabout	Country Club Rd. and Memory Dr.	Direct Select	Laura Turon	\$175,000	\$0	\$175,000	Jan-22	Local artist is currently fabricating the art piece which will be integrated into the project.
5	Eastside Regional Park Phase 2 Roundabout	13501 Jason Crandall Dr.	Open Competition	Joshua Wiener	\$95,000	\$0	\$95,000	TBD	Artist is collaborating with design team on the integration of artwork that will be installed at project completion.
5	Eastside Regional Park Phase 2 Memorial	13501 Jason Crandall Dr.	Direct Selection	TBD	\$150,000	\$0	\$150,000	TBD	Artist to be commissioned to work with the design consultants, and the community to design, fabricate and install a public art project.
5	Esperanza Moreno Library Renovation	12480 Pebble Hills Blvd.	Invitational Competition	TBD	\$150,000	\$0	\$150,000	TBD	Four local artists/artist teams to be commissioned to work with the design consultants, and the community to design, fabricate and install a public art project.
1	Fire Station 36	1960 N Resler Dr.	Pre-Qualified Artist Pool	Kenn McCall	\$200,000	\$0	\$200,000	2023	Artist is currently fabricating the art piece which will be integrated into the project.
5	Fire station 38	14301 Pebble Hills Blvd.	Pre-Qualified Artist Pool	TBD	\$200,000	\$0	\$200,000	TBD	Artist to be commissioned to work with the design consultants, and the community to design, fabricate and install a public art project.
8	Galatzan Recreation Center	650 Wallenberg Dr.	Open Competition	TBD	\$150,000	\$0	\$150,000	TBD	Artist to be commissioned to work with public art staff and the community to design, fabricate and install a public art project.
3	Geronimo Drive Mural Replacement	Geronimo Dr.	Invitational Competition	Mitsumasa Overstreet	\$160,000	\$0	\$160,000	Aug-22	Local artist has been commissioned to work with the community to design install a mural public art project.
3	Hawkins Blvd. Improvements Viscount Boulevard Roadway Lighting and Median Landscape Sunglow/Lockheed Landscaping	TBD	Invitational Competition	TBD	\$550,000	\$0	\$550,000	TBD	Artist to be commissioned to work with the design consultants, and the community to design, fabricate and install a public art project.

2	Lower Beaumont Project	5005 N Piedras St.	Invitational Competition	TBD	\$150,000	\$0	\$150,000	TBD	Artist to be commissioned to work with design consultants and the community to design, fabricate and install a public art project.
8	Main Library Children's Area	501 N. Oregon St.	Invitational Competition	Chris Winterstein	\$215,000	\$0	\$215,000	Oct-22	Local artist is currently designing the art piece which will be integrated into the project.
8	Men of Company E Memorial at MACC	201 W. Franklin Ave.	Direct Selection	Julio Sanchez	\$615,000	\$0	\$615,000	May-22	Local artist is currently fabricating the art piece which will be integrated into the project.
1,8	Mesa St and I-10 Improvements	I10 @ Mesa St.	Open Competition	TBD	\$500,000	\$0	\$500,000	TBD	Artist to be commissioned to work with staff and the community to design, fabricate and install a public art project.
2,3	Montana and Mescalero Improvements	Montana Ave. @ Mescalero Dr.	Open Competition	TBD	\$300,000	\$0	\$300,000	TBD	Artist to be commissioned to work with staff and the community to design, fabricate and install a public art project.
2,3,5,8	Montana Rapid Transit System	Montana Corridor	Open Competition	George Bates	\$350,000	\$0	\$350,000	Jun-22	Artist is currently installing the art pieces which will be integrated into the project.
6	Pavo Real Recreation Center Improvements	9301 Alameda Ave.	Invitational Competition	Rene Nevarez	\$150,000	\$0	\$150,000	Apr-22	Local artist is currently fabricating the art piece which will be integrated into the project.
4	Police & Fire Department Training Academy	Martin Luther King Jr. & Officer Andrew Barcena Dr.	Pre-Qualified Artist Pool	TBD	\$800,000	\$0	\$800,000	TBD	Artist to be commissioned to work with the design consultants, and the community to design, fabricate and install a public art project.
5	Police Department Eastside Regional Command	14301 Pebble Hills Blvd.	Invitational Competition	Natalie Blake Studios	\$125,000	\$0	\$125,000	2023	Artist is collaborating with design team on the integration of artwork that will be installed at project completion.
5	Police Department Eastside Regional Command	14301 Pebble Hills Blvd.	Invitational Competition	MGA Sculpture	\$275,000	\$0	\$275,000	2023	Artist is collaborating with design team on the integration of artwork that will be installed at project completion.
4	Police Department Headquarters	9700 Gateway N Blvd.	Pre-Qualified Artist Pool	TBD	\$1,250,000	\$0	\$1,250,000	TBD	Artist to be commissioned to work with the design consultants, and the community to design, fabricate and install a public art project.
All	Public Art Master Plan	Citywide	RFQ	TBD	\$100,000	\$0	\$100,000	2024	The Public Art Master Plan will be a 10 year plan that will include a vision for the program, strategies for accomplishing that vision, and implementation recommendations.
4	Railroad Reconstruction	Farah Dr. to Purple Heart Memorial Highway	Open Competition	Douwe Blumberg	\$200,000	\$0	\$200,000	TBD 2025	Artist is currently designing the art piece which will be integrated into the project.
All	Site work for new projects	Citywide	N/A	N/A	\$750,000	\$0	\$750,000	Continuous	Allocation for sitework lighting, foundations, and landscaping for new projects as needed.
All	Site/visitor amenities	Citywide	N/A	N/A	\$400,000	\$0	\$400,000	Continuous	Allocation for site amenities as needed.
8	Sombras y Luz Relocation	510 N Santa Fe St.	Industrial Stainless	TBD	\$400,000	\$0	\$400,000	2021 - 2022	Local art professional is currently working with public art staff to reinstall the public art project.
8	Special Teams Consolidation (Fire Stations 1, 9, 11)	TBD	Pre-Qualified Artist Pool	TBD	\$450,000	\$0	\$450,000	TBD	Artist to be commissioned to work with the design consultants, and the community to design, fabricate and install a public art project.
All	Streetscape Projects	Citywide	Invitational Competition	TBD	\$250,000	\$0	\$250,000	Continuous	Artist to be selected to design streetscape elements on eligible street projects as identified in Public Art Streetscape Aesthetics Plan and the CID Street Infrastructure project list.
Total allocations							\$11,510,000		



Legislation Text

File #: 22-185, 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, Sam Rodriguez, (915) 212-1845

AGENDA LANGUAGE:

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

Discussion and action on a Resolution that the City Manager be authorized to sign a two year On-Call Agreement for Professional Services for Geotechnical and Materials Testing Services in support of the Streets and Maintenance Department on a task by task basis by and between the City of El Paso and each of the following five (5) consultants:

1. CQC Testing and Engineering, LLC
2. Intertek Professional Services Industries, Inc.
3. LOI Engineers
4. Terracon Consultants, Inc.
5. Wood Environment and Infrastructure Solutions, Inc.

Each On Call Agreement will be for an amount not to exceed Five Hundred Thousand and No/00 Dollars (\$500,000.00). In addition, the City Manager is authorized to establish the funding sources and make any necessary budget transfers and execute any and all documents necessary for execution of each On-Call Agreement.

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

AGENDA DATE: February 15, 2022
PUBLIC HEARING DATE: Not Applicable

CONTACT PERSON(S) NAME AND PHONE NUMBER:
Sam Rodriguez, Chief Operations and Transportation Officer, Aviation Director
and City Engineer, (915) 212-1845

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:

A resolution that the City Manager be authorized to sign a two year On-Call Agreement for Professional Services for Geotechnical and Materials Testing Services in support of the Streets and Maintenance Department on a task by task basis by and between the City of El Paso and each of the following five (5) consultants:

1. CQC Testing and Engineering, LLC
2. Intertek Professional Services Industries, Inc.
3. LOI Engineers
4. Terracon Consultants, Inc.
5. Wood Environment and Infrastructure Solutions, Inc.

Each On Call Agreement will be for an amount not to exceed Five Hundred Thousand and No/00 Dollars (\$500,000.00). In addition, the City Manager is authorized to establish the funding sources and make any necessary budget transfers and execute any and all documents necessary for execution of each On-Call Agreement.

BACKGROUND / DISCUSSION:

The on call agreement for professional services to provide Geotechnical and Materials Testing Services assists the Capital Improvement, Streets and Maintenance Department, and user departments to expedite and complete tasks for projects. City Council approved the previous two year on call agreements for Geotechnical and Materials Testing Services for Streets and Maintenance on October 15, 2019, these agreements October 14, 2021. The new agreements will be for a two year term for an amount not to exceed \$500,000.

SELECTION SUMMARY:

See attached

CONTRACT VARIANCE:

N/A

PROTEST

N/A

PRIOR COUNCIL ACTION:

N/A

AMOUNT AND SOURCE OF FUNDING:

Certificates of Obligation
Resurfacing Program

HAVE ALL AFFECTED DEPARTMENTS BEEN NOTIFIED? _X_ YES ___ NO

PRIMARY DEPARTMENT: Capital Improvement Department
SECONDARY DEPARTMENT: Streets and Maintenance Department

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

DEPARTMENT HEAD:

Jerry DeMuro/for

Assistant Director Capital Improvement

Sam Rodriguez, Chief Operations and Transportation Officer,
Aviation Director and City Engineer

RESOLUTION

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

That the City Manager, or designee, be authorized to sign a two year On-Call Agreement for Professional Services to perform Geotechnical and Materials Testing services on a task order basis between the City of El Paso and each of the following five (5) consultants:

1. Wood Environment & Infrastructure Solutions, Inc.
2. CQC Testing and Engineering, LLC.
3. Intertek (PSI) Professional Service Industries, Inc.
4. LOI Engineers
5. Terracon Consultants, Inc.

Each On-Call Agreement will be for an amount not to exceed Five Hundred Thousand and No/00 Dollars (\$500,000.00). In addition, the City Manager, or designee, is authorized to establish the funding sources and make any necessary budget transfers and execute any and all documents necessary for execution of each On-Call Agreement. In addition, the City Manager, or designee, is authorized to increase contract amounts up to \$50,000.00 each and sign any amendments to the agreements.

APPROVED THIS _____ DAY OF _____ 2022.


CITY OF EL PASO:

Oscar Leaser
Mayor

ATTEST:


Laura Prine
City Clerk

APPROVED AS TO FORM:



Leslie B. Jean-Pierre
Assistant City Attorney

APPROVED AS TO CONTENT:



Assitant Director Capital Improvement
Sam Rodriguez, P.E.
Capital Improvement Department

CITY OF EL PASO A/E SELECTION SCORESHEET

Rater	SOLICITATION #2022-0225R ON CALL Geotechnical and Materials Testing Streets and Maintenance					
	ATLAS	TERRACON	LOI	PSI	CQC	WOOD
Rater 1	66	69	77	76	78	76
Rater 2	56	71	69	71	74	79
Rater 3	62	61	61	62	62	62
Rater 4	61	62	62	62	63	63
Rater 5	68	72	69	74	73	75
References	10	5	15	15	10	14
TOTAL SCORE	323	340	353	360	360	369

THE STATE OF TEXAS)
)
COUNTY OF EL PASO)

ON-CALL
AGREEMENT FOR
PROFESSIONAL SERVICES

This Agreement (“**Agreement**”) is made this ____ day of _____, 2022 by and between the **City of El Paso**, a municipal corporation organized and existing under the laws of the State of Texas, hereinafter referred to as the “**Owner**”, and **Wood Environment & Infrastructure Solutions, Inc.**, a Nevada Corporation, hereinafter referred to as the “**Consultant**”.

WHEREAS, the Owner intends to engage the Consultant to perform professional Geotechnical & Materials Testing services on a task order basis through the use of task orders referencing this Agreement, the scope of which is further described in **Attachment “A”**; and

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

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

**ARTICLE I
ATTACHMENTS**

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

Attachment “A”	Scope of Services
Attachment “B”	Consultant’s Fee Proposal and Hourly Rates
Attachment “C”	Intentionally Deleted
Attachment “D”	Payment and Deliverable Schedules
Attachment “E”	Insurance Certificate
Attachment “F”	Federal Aviation Administration contract provisions for Airport Improvement Program Projects

**ARTICLE II
PROJECT**

2.1 The Owner hereby agrees to retain the Consultant and the Consultant agrees to perform on-call professional services on a Task Order basis. Each individual Task Order will identify the Project (“**Project**”) and the total compensation due to each Project. The Task Order for each Project shall include the Scope of Services described in **Attachment “A”**.

2.2 For each Project, the Consultant shall comply with the City of El Paso Capital Improvement Department Construction Document Guidelines in effect on the execution date of this Agreement in the performance of the services requested under this Agreement. Such Guidelines are available in the Capital Improvement Department.

- 2.3** The Consultant shall serve as the Owner's professional representative in those phases of the Project to which this Agreement applies and shall give consultation and advice to the Owner during the performance of services.
- 2.4** The Owner shall provide all available information to the Consultant, as to the Owner's requirements for each task order. The Owner shall also provide to the Consultant, all known information pertinent to the Project site, including previous reports and other data relative to design, such as "as-built" drawings or physical conditions now existing at the Project site. In performing its services, the Consultant will be entitled to rely upon the accuracy of the Owner provided information.
- 2.5** The Owner hereby designates the City Engineer of the City of El Paso as the Owner's representative with respect to the professional services to be provided by the Consultant pursuant to this Agreement. The City Engineer shall have complete authority to transmit instructions, receive information, interpret and define Owner's policies, and decisions with respect to materials, equipment, elements, and systems pertinent to the work covered by this Agreement. City Engineer will render written decisions within a five (5) working days time period.

ARTICLE III CONSULTANT FEES AND PROJECT BUDGET

3.1 PAYMENT TO CONSULTANT. The Owner shall pay to the Consultant an amount not to exceed **FIVE HUNDRED THOUSAND AND NO/00 DOLLARS (\$500,000.00)** for all basic services and reimbursables performed pursuant to this Agreement.

No services are being requested through this Agreement, nor shall any indebtedness accrue through the mere execution of this Agreement.

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

Payments to the Consultant shall be made pursuant to **Attachment "D"**.

3.2 INTENTIONALLY DELETED.

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

3.3.1 Each invoice shall contain a brief summary indicating, at a minimum, the total Project budget, the total amount authorized for the Consultant, the current invoiced amount

and the amount billed to date. In addition to the Summary, each invoice shall provide a Progress Report. The Progress Report shall describe, at a minimum, the progress of the Project to date also indicating the percentage of completion of each phase. The established schedule for completion shall not be revised except by written amendment to this Agreement, executed by both parties.

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

3.4 PROJECT BUDGET. The Consultant acknowledges that the budget and time for each Project will be identified in each Task Order.

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

ARTICLE IV PERIOD OF SERVICE AND TERMINATION

4.1 PERIOD OF SERVICE. The term of this Agreement shall be for a period not to exceed **two (2) years** from the date first shown above. The services called for by each Task Order shall begin upon the issuance of a Notice to Proceed from the City Engineer and shall continue through the completion of the construction of the Project, including any required extensions beyond the contract time for construction of the Project, as may be directed by the Owner.

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

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

4.3.1 TERMINATION BY OWNER. It is mutually understood and agreed by the Consultant and Owner that the Owner may terminate this Agreement, in whole or in part for the convenience of the Owner, upon **fourteen (14) consecutive calendar days** written notice. It is also understood and agreed that upon such notice of termination, the Consultant

shall cease the performance of services under this Agreement. Upon such termination, the Consultant shall provide one final invoice for all services completed and reimbursable expenses incurred prior to the Owner's notice of termination. Owner shall compensate Consultant in accordance with this Agreement; however, the Owner may withhold any payment to the Consultant that is held to be in dispute for the purpose of setoff until such time as the exact amount due the Consultant from the Owner is determined. Nothing contained herein, or elsewhere in this Agreement shall require the Owner to pay for any services that are not in compliance with the terms of this Agreement and its attachments.

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

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

ARTICLE V INSURANCE AND INDEMNIFICATION

5.1 INSURANCE. Consultant shall not commence work under this Agreement until the Consultant has obtained the required insurance and such insurance has been approved by the Owner. The Consultant shall maintain the required insurance throughout the term of this Agreement. Failure to maintain said insurance shall be considered a material breach of this Agreement.

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

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

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

- a) **COMMERCIAL GENERAL LIABILITY**
\$1,000,000.00 Per Occurrence
\$2,000,000.00 General Aggregate
\$2,000,000.00 Products/Completed Operations Aggregate
\$1,000,000.00 Personal and Advertising Injury

Personal Injury or Death & Property Damage

\$1,000,000.00 per occurrence combined single limit for bodily injury and property damage.

General Aggregate

\$1,000,000.00

\$1,000,000.00 per occurrence

- c) **AUTOMOBILE LIABILITY**
Combined Single Limit
\$1,000,000.00 per accident

5.1.3 PROFESSIONAL LIABILITY INSURANCE. The Consultant shall procure and shall maintain, at the Consultant's sole expense, Professional Liability Insurance for the benefit of the Owner to cover the errors and omissions of the Consultant, its principals or officers, agents or employees in the performance of this Agreement with a limit of ONE MILLION AND 00/100 DOLLARS (\$1,000,000.00) on a claims made basis.

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

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

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

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

5.2 INDEMNIFICATION. To the fullest extent permitted by law, Consultant shall indemnify, defend and hold harmless Owner, and Owner's officers, directors, partners, agents consultants, and employees from and against any claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court, arbitration, or other dispute resolution costs) arising out of or relating to the Project, provided that any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), but only to the extent caused by any negligent act or omission of Consultant or Consultant's officers, directors, partners, agents, consultants or employees. This indemnification provision is subject to and limited by the provisions agreed to by Owner and Consultant, as noted below. The Consultant shall not be responsible for any acts of any of the City's Independent Project Managers.

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

5.2.1 CONSULTANT'S LIABILITY LIMITED TO AMOUNT OF INSURANCE REQUIREMENTS. Consultant shall procure and maintain insurance as required by and set forth in the terms and conditions of this Agreement. Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by law, the total liability, in the aggregate, of Consultant and Consultant's officers, directors, partners, employees, agents, and consultants (hereafter referred to collectively as "Consultant"), to Owner and anyone claiming by through, or under Owner for any and all claims, losses, costs, or damages, whatsoever arising out of, resulting from or in any way related to the Project or the Agreement from any cause or causes, including but not limited to the negligence, professional errors or omissions, strict liability or breach of contract, or warranty express or implied of Consultant (hereafter "Owner's Claims"), shall not exceed the total insurance proceeds paid on behalf of or to Consultant by Consultant's insurers in settlement or satisfaction of Owner's Claims under the terms and conditions of Consultant's insurance policies applicable thereto (excluding fees, costs and expenses of investigation, claims adjustment, defense, and appeal). If no such insurance coverage is provided with respect to Owner's Claims, then the total liability, in the aggregate, of Consultant to Owner and anyone claiming by, through, or under Owner for any and all such uninsured Owner's claims shall not exceed \$250,000.00 per person or \$500,000.00 per incident with property damage liability limited to \$100,000.00 per incident.

ARTICLE VI FEDERAL AND STATE PROVISIONS

6.1 COMPLIANCE WITH APPLICABLE LAWS – FEDERAL AND STATE FUNDING REQUIREMENTS. Consultant, at Consultant's sole expense, agrees that it will operate and perform its responsibilities and covenants under this Agreement in accordance with applicable laws, rules, orders, ordinances, directions, regulations and requirements of federal, state, county and municipal authorities, now in force or which may hereafter be in force,

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

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

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

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

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

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

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

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

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

The Consultant will be required to submit the following information: (1) the names and addresses of DBE firms that will participate in the contract; (2) a description of the work that each DBE firm will perform; (3) the dollar amount of the participation of each DBE

firm participating; (4) written documentation of the offeror's commitment to use a DBE subconsultant whose participation it submits to meet the contract goal; (5) written confirmation from the DBE that it is participating in the contract as provided in the commitment made under (4); and (6) if the contract goal is not met, evidence of good faith efforts. The offeror shall submit the information with its proposal as a condition of responsiveness.

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

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

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

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

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

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

ARTICLE VII GENERAL PROVISIONS

7.1 CONTRACT TIME. Consultant understands and agrees to provide all professional services and deliverables requested herein, as expeditiously as is consistent with professional skill and care, and to use its best efforts to complete all phases of this Agreement within the time schedules indicated within **Attachment "D"**. The Consultant shall timely notify the City Engineer of any delay beyond its control and the City Engineer shall extend the time schedule in the event of delays which the City Engineer reasonably determines are beyond the control of the Consultant. The Consultant will perform these services with reasonable diligence and expediency consistent with sound professional practices and consistent with the schedule provided in **Attachment "D"**.

7.2 INTENTIONALLY DELETED.

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

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

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

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

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

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

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

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

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

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

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

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

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

To the Consultant: Wood Environment & Infrastructure Solutions, Inc.
 Jamie Barnes, Principal
 125 Montoya Road
 El Paso, TX 79932

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

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

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

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

WITNESS THE FOLLOWING SIGNATURES AND/OR SEALS:

CITY OF EL PASO:

Tomás González
City Manager

APPROVED AS TO FORM:

Leslie B. Jean-Pierre

Leslie B. Jean-Pierre
Assistant City Attorney

APPROVED AS TO CONTENT:

Jerry DeMuro/for

Assistant Director Capital Improvement

Samuel Rodriguez, P.E., City Engineer
Capital Improvement Department

(Acknowledgment)

THE STATE OF TEXAS §

§

COUNTY OF EL PASO §

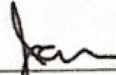
This instrument was acknowledged before me on this ____ day of _____, 2022,
by **Tomás González**, as **City Manager** of the **City of El Paso, Texas**.

Notary Public, State of Texas

My commission expires:

(Signatures continue on following page)

CONSULTANT:
Wood Environment & Infrastructure
Solutions, Inc.



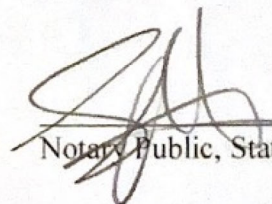
By: Jamie Barnes
Title: Principle

(Acknowledgment)

THE STATE OF TEXAS §
 §
COUNTY OF EL PASO §

This instrument was acknowledged before me on this 7 day of February, 2022,
by Jamie Barnes, as Principal of Wood Environment & Infrastructure Solutions, Inc.



 Sasha Garcia
Notary Public, State of Texas

My commission expires:

02/09/2023

**ATTACHMENT “A”
SCOPE OF SERVICES**

Attachment A

SCOPE OF SERVICES

The firm is to perform all phases of geotechnical and geological investigation, testing, analysis, and design services from conceptual through final design and construction. The anticipated projects under these selections may include roadways, parking lots/structures, quality of life, public safety, and other municipal facilities. Anticipated activities include, but are not limited to:

- Site investigation and characterization
- Installing soil borings and collecting soil and ground water samples
- Locating utilities, underground structures such as manholes, concrete pavement, monuments, railroad tracks, etc. and potholing
- Evaluating site materials
- Installing and monitoring of geotechnical instrumentation
- Forensic evaluation of settlement of existing structures, pavement, and other material failures
- Soil slope stability analyses (i.e., berms, embankments and cut slopes) and development of recommendations for slope construction (i.e., slope angles, protection, anchoring, backfilling material requirements and compaction), slope protection or stabilization methods to mitigate slope erosion and maintenance
- Determining of lateral earth pressure coefficients for below grade and retaining wall structures
- Identifying trench safety considerations for ground vibration and movement monitoring during construction
- Identifying of considerations for construction of structures in areas of shallow groundwater, dewatering, and short and long-term groundwater monitoring
- Reviewing existing geotechnical data and background information
- Developing conceptual design or layout in support of the geotechnical recommendation
- Providing geotechnical recommendations for expansion of existing facilities and new facility construction
- Implementing creative and innovative approaches to address project requirements.
- Geotechnical laboratory testing as appropriate, including but not limited to the following:

Materials Sampling and Testing: Concrete compressive strength ASTM-C39, concrete and asphalt coring, Hot Mix Asphaltic Concrete (HMAC) molding for flow/stability, extraction/gradation, Marshall density /stability and flow, field density ASTM-D6938, base course proctor, SA, PI (w/D-4718 oversize correction) and field density base course ASTM D 6938

Earthwork Sampling and Testing of select fill, backfill, and existing subgrade materials for determination of moisture-density relationship (Proctor) ASTM-D698 or D1557, grain size distribution, #200 Test ASTM-D6913 & D1140, Atterburg Limits (PI) ASTM-D4318 - field density ASTM-D1566, soil corrosivity ASTM STP 741, and ASTM STP1013, field measurement of soil resistivity ASTM G 57-78 and ASTM G 51-84 as appropriate, and trenching, subgrade and base course compaction testing

Other materials testing as requested including but not limited to:

- Roofing moisture, withdrawal resistance of mechanical fasteners, and wind uplift
- Visual, acoustics, radiographic, dye penetrants, magnetic particle (ferrous metal only) weld testing
- Mill thickness, lead for paint materials
- Subgrade and drainage design
- Stability, settlement, and foundation design
- Performing geotechnical construction observation and testing during construction
- Preparing geotechnical reports, design plans, and specifications
- Coordinating with other design disciplines or parties

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



		Unit	Unit Cost (\$/ea)	Description
Item #	Soils - Field and laboratory testing			
1	Sampling (soils)	Each	\$115.00	Includes up to 2 samples to be picked up within the City limits. Size limited to no more than 500 pounds. Hourly rate may apply if multiple samples need to be collected at the same time at City's discretion.
2	Density of Soils by Nuclear Methods - 1 test	Each	\$118.00	Cost is fully loaded and includes travel within City limits, technician time, vehicle, equipment, report, clerical and review time
3	Density of Soils by Nuclear Methods - 2 - 4 tests (same trip as item 2)	Each	\$40.00	Cost is for additional cost for technical time, equipment, report and review time to be completed during the trip for item 2
4	Density of Soils by Nuclear Methods - greater than 5 tests (same trip as item 2)	Each	\$35.00	Cost is for additional cost for technical time, equipment, report and review time to be completed during the trip for item 2
5	Density of Soils by Sand Cone Method - 1 test	Each	\$125.00	Cost is fully loaded and includes travel within City limits, technician time, vehicle, equipment, report, clerical and review time
6	Density of Soils by Sand Cone Method - 2 - 4 tests (same trip as item 5)	Each	\$50.00	Cost is for additional cost for technical time, equipment, report and review time to be completed during the trip for item 5
7	Density of Soils by Sand Cone Method - greater than 5 tests (same trip as item 5)	Each	\$45.00	Cost is for additional cost for technical time, equipment, report and review time to be completed during the trip for item 5
9	Moisture-Density (proctor)	Each	\$280.00	Cost is fully loaded and includes sampling and travel time within City limits, technician time, vehicle, equipment, report, clerical and review time
10	Rock correction for proctor	Each	\$45.00	Requires sieve analysis to document need for rock correction.
11	Particle Size	Each	\$70.00	Cost per test. Sampling time separate.
12	Atterberg Limits Testing	Each	\$70.00	Cost per test. Sampling time separate.
13	Moisture content	Each	\$15.00	Cost per test. Sampling time separate.
14	Specific gravity	Each	\$75.00	Cost per test. Sampling time separate.
15	LA Abrasion	Each	\$275.00	Cost per test. Sampling time separate.
16	Soil Classification - sampling, sieve analysis and Atterberg Limits	Each	\$225.00	Cost is fully loaded and includes sampling and travel time within City limits, technician time, vehicle, equipment, report, clerical and review time
17	Technician	Hour	\$60.00	Hourly rate for standby, collection, services not listed, fully loaded, no minimum allowed.
	Concrete - Field and Laboratory Testing			
18	Concrete Cylinders, sample, 1 slump, 1 air content, cast 4 - 6"x12" cylinders, curing, compressive strength testing and reporting	Each	\$285.00	Cost is fully loaded and includes travel within City limits, technician time, vehicle, equipment, report, clerical and review time. Includes all pick up trips. Concrete beams not included.
19	Grout, sample, slump, curing, compressive strength testing and reporting. 4 prisms for 7 and 28 day	Each	\$285.00	Cost is fully loaded and includes travel within City limits, technician time, vehicle, equipment, report, clerical and review time
20	Mortar, sample, curing, compressive strength testing and reporting. 6- 2" cubes for 7 and 28 day	Each	\$285.00	Cost is fully loaded and includes travel within City limits, technician time, vehicle, equipment, report, clerical and review time
21	Additional air entrainment test	Each	\$25.00	Cost per test, travel time not included. Assumes travel covered by other unit. Includes report, clerical and review time.
22	Additional slump test	Each	\$25.00	Cost per test, travel time not included. Assumes travel covered by other unit. Includes report, clerical and review time.
23	Additional cylinders	Each	\$30.00	Cost per test, travel time not included. Assumes travel covered by other unit. Includes report, clerical and review time.
25	Schmidt hammer	Day	\$65.00	Cost per day for equipment only, technician time separate.
26	Windsor probe	Each	\$120.00	Cost per location tested, assumes 3 probes per location, fully loaded rate.
27	Technician	Hour	\$60.00	Hourly rate for standby, collection, services not listed, fully loaded, no minimum allowed.
	Asphalt - Field and Laboratory Testing			
28	Sampling (asphalt)	Each	\$125.00	Includes up to 1 sample to be picked up within the City limits. Size limited to no more than 500 pounds. Hourly rate may apply if multiple samples need to be collected at the same time at City's discretion.
29	Marshall Value	Each	\$195.00	Cost per test. Includes report sampling time separate. Includes report, clerical and review time.
30	Extraction and Gradation	Each	\$195.00	Cost per test. Includes report sampling time separate. Includes report, clerical and review time.
31	Rice	Each	\$95.00	Cost per test. Includes report sampling time separate. Includes report, clerical and review time.
32	Asphalt Core Density/Thickness	Each	\$80.00	Cost per core, rate fully loaded, includes coring, testing, reporting and travel. Coring machine and generator not included.
33	Density of Bituminous pavement by Nuclear Methods - 1 test	Each	\$118.00	Cost is fully loaded and includes travel within City limits, technician time, vehicle, equipment, report, clerical and review time
34	Density of Bituminous pavement by Nuclear Methods - 2 to 4 tests	Each	\$40.00	Cost is for additional cost for technical time, equipment, report and review time to be completed during the trip for item 33
35	Density of Bituminous pavement by Nuclear Methods - greater than 5 tests	Each	\$35.00	Cost is for additional cost for technical time, equipment, report and review time to be completed during the trip for item 33
38	Technician	Each	\$60.00	Hourly rate for standby, collection, services not listed, fully loaded, no minimum allowed.

	Professional Services			
	Labor Category			
	Principal	Hour	\$205.00	Hourly rates to be used for geotechnical studies, consulting not included in unit rates above and City requested meetings/tasks. Not to be used in conjunction with fully loaded unit rates. All time assumes standard 40 hour work week. The City will not pay for overtime rates unless specifically requested by the City Project Manager.
	Senior Project Manager/Engineer	Hour	\$185.00	
	Project Manager/ Professional	Hour	\$165.00	
	Project Engineer/Specialist	Hour	\$130.00	
	Level 1 Staff Engineer/Geologist/Specialist	Hour	\$115.00	
	Level 2 Staff Engineer/Geologist/Specialist	Hour	\$100.00	
	Level 3 Staff Engineer/Geologist/Specialist	Hour	\$95.00	
	Level 4 Staff Engineer/Geologist/Specialist	Hour	\$90.00	
	Senior Field Professional	Hour	\$85.00	
	GIS/CAD Technician Level 1	Hour	\$90.00	GIS or modeling use only
	GIS/CAD Technician Level 2	Hour	\$75.00	standard for all routine site plans, logs
	Supervising Technician	Hour	\$85.00	for use only at request of City PM
	Field/Lab Technician	Hour	\$60.00	standard for all field testing
	Admin/Clerical 1	Hour	\$70.00	Senior clerical for special projects
	Admin/Clerical 3	Hour	\$60.00	Standard for routine reporting efforts, please note costs cannot be applied to specified testing units
	Welding Inspector	Hour	\$125.00	Standard inspection, does not include equipment. Equipment rates to be agreed to prior to initiation of services on a per project basis.
	Miscellaneous			
	2 WD Vehicle	Day	\$65.00	for services not covered in above rate or otherwise negotiated with the City
	4 WD Vehicle	Day	\$70.00	for services not covered in above rate or otherwise negotiated with the City
	Mileage	Per Mile	\$0.5800	per mile, portal to portal - subject to change to match state rate
	Coring Machine	Day	\$175.00	Cost for coring machine
	Generator	Day	\$175.00	Cost for generator
	Printing, 8 1/2 x 11 B&W	Page	\$0.25	Cost for additional copies or those costs not covered in above fully loaded units.
	Printing, 8 1/2 x 11 Color	Page	\$0.75	Cost for additional copies or those costs not covered in above fully loaded units.
	Printing, oversize	Page	\$8.50	Cost for additional copies or those costs not covered in above fully loaded units.
	UT welding equipment	Day	\$125.00	Cost for UT welding inspection equipment
	Other costs	TBD	TBD	all other costs to be negotiated with City prior to use
	Overtime markup	Percent	25.0%	Only for City PM approved overtime. Must be accompanied by written authorization and backup that OT work was conducted.
	Markup for outside services	Percent	10%	Outside contracted services, cannot be used for testing units listed above.

General notes

- * The City will not allow minimum number of samples/hours for any testing/inspection.
- * All costs per test rates are fully loaded and include testing, equipment, clerical, review and report production. Sampling time included only where specified.
- * Unit costs presented above include all trip charges and reporting
- * If testing outside of the scope of rates detailed above are required, the City will request a quote from the laboratory. Approval prior to testing is required.
- * All other charges must be approved in advance by the City Project Manager.
- * The City reserves the right to use hourly rates for any project needs at City PMs discretion.
- * Specific projects (such as geotechnical projects) will be quoted individually using above rates where practical. The City reserves the right to negotiate any fixed project fee.

**ATTACHMENT “C”
INTENTIONALLY DELETED**

**ATTACHMENT “D”
PAYMENT AND DELIVERABLE SCHEDULES**

PAYMENT SCHEDULE

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

Fixed fee Payment to Consultant

Report Phase	To be determined by Task Order
Preliminary Design Phase	To be determined by Task Order
Pre-Final Design Phase	To be determined by Task Order
Final Design Phase	To be determined by Task Order
Bidding Phase	To be determined by Task Order
Construction Phase	To be determined by Task Order

Time and materials shall be billed to Owner by Consultant pursuant to the schedule provided in the consultant’s proposal found in **Attachment “B”**. The time shown in **Attachment “B”** is an estimate.

Payment for each Phase shall be made on a monthly basis. The Owner shall make payments upon presentation of the Consultant’s detailed Invoice and a Consulting Summary and Progress Report and the Owner’s written approval.

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

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

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

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

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

ATTACHMENT “D”
PAYMENT AND DELIVERABLE SCHEDULES

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

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

DELIVERABLE SCHEDULE

To be determined by Task Order.

ATTACHMENT “E”
Insurance



CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)
01/03/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Aon Risk Services Southwest, Inc. Houston TX Office 5555 San Felipe Suite 1500 Houston TX 77056 USA	CONTACT NAME: PHONE (A/C. No. Ext): (866) 283-7122 FAX (A/C. No.): (800) 363-0105 E-MAIL ADDRESS:														
INSURED JWGUSA Holdings, Inc. and its Subsidiaries and Affiliates 17325 Katy Freeway Houston TX 77084 USA	<table><tr><th>INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr><tr><td>INSURER A: AIG Specialty Insurance Company</td><td>26883</td></tr><tr><td>INSURER B: American International Group UK Ltd</td><td>AA1120187</td></tr><tr><td>INSURER C: Zurich American Ins Co</td><td>16535</td></tr><tr><td>INSURER D: ACE American Insurance Company</td><td>22667</td></tr><tr><td>INSURER E: ACE Fire Underwriters Insurance Co.</td><td>20702</td></tr><tr><td>INSURER F:</td><td></td></tr></table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: AIG Specialty Insurance Company	26883	INSURER B: American International Group UK Ltd	AA1120187	INSURER C: Zurich American Ins Co	16535	INSURER D: ACE American Insurance Company	22667	INSURER E: ACE Fire Underwriters Insurance Co.	20702	INSURER F:	
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INSURER F:															

COVERAGES CERTIFICATE NUMBER: 570091040183 REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	Limits shown as requested												
C	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	Y	Y	GL0484608501	07/01/2021	07/01/2022	<table><tr><td>EACH OCCURRENCE</td><td>\$1,000,000</td></tr><tr><td>DAMAGE TO RENTED PREMISES (Ea occurrence)</td><td>\$500,000</td></tr><tr><td>MED EXP (Any one person)</td><td>\$5,000</td></tr><tr><td>PERSONAL & ADV INJURY</td><td>\$1,000,000</td></tr><tr><td>GENERAL AGGREGATE</td><td>\$2,000,000</td></tr><tr><td>PRODUCTS - COMP/OP AGG</td><td>\$1,000,000</td></tr></table>	EACH OCCURRENCE	\$1,000,000	DAMAGE TO RENTED PREMISES (Ea occurrence)	\$500,000	MED EXP (Any one person)	\$5,000	PERSONAL & ADV INJURY	\$1,000,000	GENERAL AGGREGATE	\$2,000,000	PRODUCTS - COMP/OP AGG	\$1,000,000
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GENERAL AGGREGATE	\$2,000,000																		
PRODUCTS - COMP/OP AGG	\$1,000,000																		
D	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY	Y		ISA H2555047A	07/01/2021	07/01/2022	<table><tr><td>COMBINED SINGLE LIMIT (Ea accident)</td><td>\$1,000,000</td></tr><tr><td>BODILY INJURY (Per person)</td><td></td></tr><tr><td>BODILY INJURY (Per accident)</td><td></td></tr><tr><td>PROPERTY DAMAGE (Per accident)</td><td></td></tr></table>	COMBINED SINGLE LIMIT (Ea accident)	\$1,000,000	BODILY INJURY (Per person)		BODILY INJURY (Per accident)		PROPERTY DAMAGE (Per accident)					
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	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION						<table><tr><td>EACH OCCURRENCE</td><td></td></tr><tr><td>AGGREGATE</td><td></td></tr></table>	EACH OCCURRENCE		AGGREGATE									
EACH OCCURRENCE																			
AGGREGATE																			
D	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	Y	WLRC67807674 Work Comp- AOS SCFC67807716 Work Comp- WI	07/01/2021	07/01/2022	<table><tr><td><input checked="" type="checkbox"/> PER STATUTE</td><td><input type="checkbox"/> OTHER</td></tr><tr><td>E.L. EACH ACCIDENT</td><td>\$1,000,000</td></tr><tr><td>E.L. DISEASE-EA EMPLOYEE</td><td>\$1,000,000</td></tr><tr><td>E.L. DISEASE-POLICY LIMIT</td><td>\$1,000,000</td></tr></table>	<input checked="" type="checkbox"/> PER STATUTE	<input type="checkbox"/> OTHER	E.L. EACH ACCIDENT	\$1,000,000	E.L. DISEASE-EA EMPLOYEE	\$1,000,000	E.L. DISEASE-POLICY LIMIT	\$1,000,000				
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E.L. DISEASE-POLICY LIMIT	\$1,000,000																		
B	Archit&Eng Prof			PSDEF2100726 Claims Made- Prof. Liab. SIR applies per policy terms & conditions	07/01/2021	07/01/2022	<table><tr><td>Aggregate Limit</td><td>\$1,000,000</td></tr><tr><td>Any One Claim</td><td>\$1,000,000</td></tr></table>	Aggregate Limit	\$1,000,000	Any One Claim	\$1,000,000								
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DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
See Attached Addendum for Named Insured Wood Companies. RE: Project Description: Geotechnical and Materials Testing Services - El Paso Street and Maintenance Department, Project # Solicitation 2022-0225R, Project Start Date: Jan-03-2022. Certificate Holder is included as Additional Insured in accordance with the policy provisions of the General Liability and Automobile Liability policies. A waiver of Subrogation is granted in favor of Certificate Holder in accordance with the policy provisions of the General Liability and Workers' Compensation policies.

CERTIFICATE HOLDER

The City of El Paso
Attn: Capital Improvement Department
218 N. Campbell
El Paso TX 79901 USA

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE
Aon Risk Services Southwest, Inc.

Holder Identifier :

570091040183

Certificate No :





ADDITIONAL REMARKS SCHEDULE

Page _ of _

AGENCY Aon Risk Services Southwest, Inc.		NAMED INSURED JWGUSA Holdings, Inc.	
POLICY NUMBER See Certificate Numbe 570091040183			
CARRIER See Certificate Numbe 570091040183	NAIC CODE	EFFECTIVE DATE:	

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: ACORD 25 FORM TITLE: Certificate of Liability Insurance

Additional Named Insured

JWGUSA Holdings, Inc.
 Wood Group USA, Inc.
 Wood Environment & Infrastructure Solutions, Inc.
 AMEC Construction Management, Inc.
 AMEC E&E, P.C.
 AMEC Engineering and Consulting of Michigan, Inc.
 Amec Foster Wheeler Energia, S.L.U.
 Amec Foster Wheeler Industrial Power Company, Inc.
 Amec Foster Wheeler Kamtech, Inc.
 Amec Foster Wheeler Martinez, Inc.
 Amec Foster Wheeler North America Corp
 Amec Foster Wheeler Power Systems, Inc.
 Amec Foster Wheeler USA Corporation
 Amec Foster Wheeler Ventures, Inc.
 AMEC North Carolina, Inc.
 BMA Solutions, Inc.
 C E C Controls Company, Inc.
 Cape Software, Inc.
 Foster Wheeler Intercontinental Corporation
 Ingenious, Inc.
 John Wood Group PLC
 John Wood Group, Inc.
 Kelchner, Inc.
 MACTEC Engineering and Consulting, P.C.
 MACTEC Engineering & Geology, P.C.
 MASA Ventures, Inc.
 Mustang International, Inc.
 Rider Hunt International USA, Inc.
 RWG (Repair & Overhauls) USA, Inc.
 Swaggart Brothers, Inc.
 Wood Design, LLC
 Wood Group Alaska, LLC
 Wood Group Asset Integrity Solutions
 Wood Group PSN, Inc.
 Wood Group UK, Ltd
 Wood Massachusetts, Inc.
 Wood Programs, Inc.

ATTACHMENT “F”

ATTACHMENT “F”

FEDERAL AVIATION ADMINISTRATION (FAA) CONTRACT PROVISIONS

In this Attachment “F”, the term “Contractor” shall refer to the “Consultant”, and the term “Airport Sponsor” shall refer to the “City”.

If there are any conflicts between the terms and conditions of Attachment “F” and Article VI of the Agreement, the terms and conditions of Attachment “F” will prevail.

A. GENERAL REQUIREMENT FOR CONTRACT

1. The contractor (including all subcontractors) are required to insert these contract provisions in each contract and subcontract, and further require that the clauses be included in all subcontracts;
2. The contractor (or subcontractor) is required to incorporate applicable requirements of these contract provisions by reference for work done under any purchase orders, rental agreements and other agreements for supplies or services;
3. The contractor is responsible for compliance with these contract provisions by any subcontractor, lower-tier subcontractor or service provider; and
4. The contractor (or subcontractor) shall not modify the provisions.

Subject to the applicability criteria noted in the specific contract provisions, these contract provisions apply to all work performed on the contract.

B. FAILURE TO COMPLY

Failure to comply with the terms of these contract provisions may be sufficient grounds to:

1. Withhold progress payments or final payment,
2. Terminate the contract,
3. Seek suspension/debarment, or
4. Any other action determined to be appropriate by the Airport Sponsor or the FAA.

C. CONTRACT PROVISIONS

1. ACCESS TO RECORDS AND REPORTS (all AIP-funded projects)

The Contractor must maintain an acceptable cost accounting system. The Contractor agrees to provide the Sponsor, the Federal Aviation Administration, and the Comptroller General of the United States or any of their duly authorized

representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to the specific contract for the purpose of making audit, examination, excerpts and transcriptions. The Contractor agrees to maintain all books, records and reports required under this contract for a period of not less than three years after the final payment is made and all pending matters are closed.

2. **BREACH OF CONTRACT TERMS** (all contracts that exceed the simplified acquisition threshold as fixed at 41 USC 403(11). This threshold is presently set at \$100,000.)

Any violation or breach of terms of this contract on the part of the contractor or its subcontractors may result in the suspension or termination of this contract or such other action that may be necessary to enforce the rights of the parties of this agreement. The duties and obligations imposed by the Contract Documents and the rights and remedies available thereunder are in addition to, and not a limitation of, any duties, obligations, rights and remedies otherwise imposed or available by law.

3. **BUY AMERICAN PREFERENCES** (all AIP-funded projects, if this professional services agreement includes any manufactured product as a deliverable.)

BUY AMERICAN CERTIFICATION

The contractor agrees to comply with 49 USC § 50101, which provides that Federal funds may not be obligated unless all steel and manufactured goods used in AIP-funded projects are produced in the United States, unless the FAA has issued a waiver for the product; the product is listed as an Excepted Article, Material Or Supply in Federal Acquisition Regulation subpart 25.108; or is included in the FAA Nationwide Buy American Waivers Issued list.

A bidder or offeror must submit the appropriate Buy America certification (below) with all bids or offers on AIP funded projects. Bids or offers that are not accompanied by a completed Buy America certification must be rejected as nonresponsive.

Type of Certification is based on Type of Project:

There are two types of Buy American certifications.

- For projects for a facility, the Certificate of Compliance Based on Total Facility (Terminal or Building Project) must be submitted.
- For all other projects, the Certificate of Compliance Based on Equipment and Materials Used on the Project (Non-building construction projects such as runway or roadway construction; or equipment acquisition projects) must be submitted.

Certificate of Buy American Compliance for Total Facility

(Buildings such as Terminal, SRE, ARFF, etc.)

As a matter of bid responsiveness, the bidder or offeror must complete, sign, date, and submit this certification statement with their proposal. The bidder or offeror must indicate how they intend to comply with 49 USC § 50101 by selecting one of the following certification statements. These statements are mutually exclusive. Bidder must select one or the other (i.e. not both) by inserting a checkmark (✓) or the letter "X".

- ☐ Bidder or offeror hereby certifies that it will comply with 49 USC. 50101 by:
- a. Only installing steel and manufactured products produced in the United States; or
 - b. Installing manufactured products for which the FAA has issued a waiver as indicated by inclusion on the current FAA Nationwide Buy American Waivers Issued listing; or
 - c. Installing products listed as an Excepted Article, Material or Supply in Federal Acquisition Regulation Subpart 25.108.

By selecting this certification statement, the bidder or offeror agrees:

1. To provide to the Owner evidence that documents the source and origin of the steel and manufactured product.
 2. To faithfully comply with providing US domestic products
 3. To refrain from seeking a waiver request after establishment of the contract, unless extenuating circumstances emerge that the FAA determines justified.
- ☐ The bidder or offeror hereby certifies it cannot comply with the 100% Buy American Preferences of 49 USC § 50101(a) but may qualify for either a Type 3 or Type 4 waiver under 49 USC § 50101(b). By selecting this certification statement, the apparent bidder or offeror with the apparent low bid agrees:
1. To the submit to the Owner within 15 calendar days of the bid opening, a formal waiver request and required documentation that support the type of waiver being requested.
 2. That failure to submit the required documentation within the specified timeframe is cause for a non-responsive determination may results in rejection of the proposal.
 3. To faithfully comply with providing US domestic products at or above the approved US domestic content percentage as approved by the FAA.

4. To furnish US domestic product for any waiver request that the FAA rejects.
5. To refrain from seeking a waiver request after establishment of the contract, unless extenuating circumstances emerge that the FAA determines justified.

Required Documentation

Type 3 Waiver - The cost of components and subcomponents produced in the United States is more than 60% of the cost of all components and subcomponents of the “facility”. The required documentation for a type 3 waiver is:

- a. Listing of all manufactured products that are not comprised of 100% US domestic content (Excludes products listed on the FAA Nationwide Buy American Waivers Issued listing and products excluded by Federal Acquisition Regulation Subpart 25.108; products of unknown origin must be considered as non-domestic products in their entirety)
- b. Cost of non-domestic components and subcomponents, excluding labor costs associated with final assembly and installation at project location.
- c. Percentage of non-domestic component and subcomponent cost as compared to total “facility” component and subcomponent costs, excluding labor costs associated with final assembly and installation at project location.

Type 4 Waiver – Total cost of project using US domestic source product exceeds the total project cost using non-domestic product by 25%. The required documentation for a type 4 waiver is:

- a. Detailed cost information for total project using US domestic product
- b. Detailed cost information for total project using non-domestic product

False Statements: Per 49 USC § 47126, this certification concerns a matter within the jurisdiction of the Federal Aviation Administration and the making of a false, fictitious or fraudulent certification may render the maker subject to prosecution under Title 18, United States Code.

Date

Signature

Company Name

Title

* * * * *

Certificate of Buy American Compliance for Manufactured Products

(Non-building construction projects, equipment acquisition projects)

As a matter of bid responsiveness, the bidder or offeror must complete, sign, date, and submit this certification statement with their proposal. The bidder or offeror must indicate how they intend to comply with 49 USC § 50101 by selecting one on the following certification statements. These statements are mutually exclusive. Bidder must select one or the other (not both) by inserting a checkmark (✓) or the letter “X”.

- ☐ Bidder or offeror hereby certifies that it will comply with 49 USC § 50101 by:
- a. Only installing steel and manufactured products produced in the United States, or;
 - b. Installing manufactured products for which the FAA has issued a waiver as indicated by inclusion on the current FAA Nationwide Buy American Waivers Issued listing, or;
 - c. Installing products listed as an Excepted Article, Material or Supply in Federal Acquisition Regulation Subpart 25.108.

By selecting this certification statement, the bidder or offeror agrees:

- 1. To provide to the Owner evidence that documents the source and origin of the steel and manufactured product.
 - 2. To faithfully comply with providing US domestic product
 - 3. To furnish US domestic product for any waiver request that the FAA rejects
 - 4. To refrain from seeking a waiver request after establishment of the contract, unless extenuating circumstances emerge that the FAA determines justified.
- ☐ The bidder or offeror hereby certifies it cannot comply with the 100% Buy American Preferences of 49 USC § 50101(a) but may qualify for either a Type 3 or Type 4 waiver under 49 USC § 50101(b). By selecting this certification statement, the apparent bidder or offeror with the apparent low bid agrees:
- 1. To the submit to the Owner within 15 calendar days of the bid opening, a formal waiver request and required documentation that support the type of waiver being requested.
 - 2. That failure to submit the required documentation within the specified timeframe is cause for a non-responsive determination may result in rejection of the proposal.

3. To faithfully comply with providing US domestic products at or above the approved US domestic content percentage as approved by the FAA.
4. To refrain from seeking a waiver request after establishment of the contract, unless extenuating circumstances emerge that the FAA determines justified.

Required Documentation

Type 3 Waiver - The cost of the item components and subcomponents produced in the United States is more than 60% of the cost of all components and subcomponents of the “item”. The required documentation for a type 3 waiver is:

- a. Listing of all product components and subcomponents that are not comprised of 100% US domestic content (Excludes products listed on the FAA Nationwide Buy American Waivers Issued listing and products excluded by Federal Acquisition Regulation Subpart 25.108; products of unknown origin must be considered as non-domestic products in their entirety)
- b. Cost of non-domestic components and subcomponents, excluding labor costs associated with final assembly at place of manufacture.
- c. Percentage of non-domestic component and subcomponent cost as compared to total “item” component and subcomponent costs, excluding labor costs associated with final assembly at place of manufacture.

Type 4 Waiver – Total cost of project using US domestic source product exceeds the total project cost using non-domestic product by 25%. The required documentation for a type 4 of waiver is:

- a. Detailed cost information for total project using US domestic product
- b. Detailed cost information for total project using non-domestic product

False Statements: Per 49 USC § 47126, this certification concerns a matter within the jurisdiction of the Federal Aviation Administration and the making of a false, fictitious or fraudulent certification may render the maker subject to prosecution under Title 18, United States Code.

Date

Signature

Company Name

Title

4. **GENERAL CIVIL RIGHTS PROVISIONS (all contracts)**

The contractor agrees that it will comply with pertinent statutes, Executive Orders and such rules as are promulgated to ensure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or handicap be excluded from participating in any activity conducted with or benefiting from Federal assistance.

This provision binds the contractors from the bid solicitation period through the completion of the contract. This provision is in addition to that required of Title VI of the Civil Rights Act of 1964.

This provision also obligates the tenant/concessionaire/lessee or its transferee for the period during which Federal assistance is extended to the airport through the Airport Improvement Program, except where Federal assistance is to provide, or is in the form of personal property; real property or interest therein; structures or improvements thereon.

In these cases the provision obligates the party or any transferee for the longer of the following periods:

- a. The period during which the property is used by the airport sponsor or any transferee for a purpose for which Federal assistance is extended, or for another purpose involving the provision of similar services or benefits; or
- b. The period during which the airport sponsor or any transferee retains ownership or possession of the property.

5. **CIVIL RIGHTS-TITLE IV COMPLIANCE WITH NONDISCRIMINATION REQUIREMENTS (all AIP funded projects)**

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

1. **Compliance with Regulations:** The contractor (hereinafter includes consultants) will comply with the **Title VI List of Pertinent Nondiscrimination Statutes and Authorities**, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
2. **Non-discrimination:** The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.

3. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor's obligations under this contract and the Acts and the Regulations relative to Non-discrimination on the grounds of race, color, or national origin.
 4. **Information and Reports:** The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the sponsor or the Federal Aviation Administration to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the sponsor or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.
 5. **Sanctions for Noncompliance:** In the event of a contractor's noncompliance with the Non-discrimination provisions of this contract, the sponsor will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:
 - a. Withholding payments to the contractor under the contract until the contractor complies; and/or
 - b. Cancelling, terminating, or suspending a contract, in whole or in part.
 6. **Incorporation of Provisions:** The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with respect to any subcontractor or procurement as the sponsor or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the sponsor to enter into any litigation to protect the interests of the sponsor. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.
6. **CLEAN AIR AND WATER POLLUTION CONTROL** (all contracts that exceed \$100,000)

Contractors and subcontractors agree:

1. That any facility to be used in the performance of the contract or subcontract or to benefit from the contract is not listed on the Environmental Protection Agency (EPA) List of Violating Facilities;
2. To comply with all the requirements of Section 114 of the Clean Air Act, as amended, 42 U.S.C. 1857 et seq. and Section 308 of the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq. relating to inspection, monitoring, entry, reports, and information, as well as all other requirements specified in Section 114 and Section 308 of the Acts, respectively, and all other regulations and guidelines issued thereunder;
3. That, as a condition for the award of this contract, the contractor or subcontractor will notify the awarding official of the receipt of any communication from the EPA indicating that a facility to be used for the performance of or benefit from the contract is under consideration to be listed on the EPA List of Violating Facilities;
4. To include or cause to be included in any construction contract or subcontract which exceeds \$100,000 the aforementioned criteria and requirements.

7. CONTRACT WORKHOURS AND SAFETY STANDARDS ACT REQUIREMENTS (all contracts that exceed \$100,000)

1. Overtime Requirements.

No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic, including watchmen and guards, in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

2. Violation; Liability for Unpaid Wages; Liquidated Damages.

In the event of any violation of the clause set forth in paragraph (1) above, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph 1 above, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in

excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph 1 above.

3. Withholding for Unpaid Wages and Liquidated Damages.

The Federal Aviation Administration or the Sponsor shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any monies payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other Federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph 2 above.

4. Subcontractors.

The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraphs 1 through 4 and also a clause requiring the subcontractor to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs 1 through 4 of this section.

8. **CERTIFICATE REGARDING DEBARMENT AND SUSPENSION (BIDDER OR OFFEROR)** (all contracts that exceed \$25,000)

By submitting a bid/proposal under this solicitation, the bidder or offeror certifies that at the time the bidder or offeror submits its proposal that neither it nor its principals are presently debarred or suspended by any Federal department or agency from participation in this transaction.

9. **DISADVANTAGED BUSINESS ENTERPRISES** (all AIP-funded projects)

Contract Assurance (49 CFR § 26.13) - The contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy, as the recipient deems appropriate.

Prompt Payment (49 CFR §26.29)- The prime contractor agrees to pay each subcontractor under this prime contract for satisfactory performance of its contract no later than thirty (30) days from the receipt of each payment the prime contractor receives from the City. The prime contractor agrees further to return retainage payments to each subcontractor within thirty (30) days after the subcontractor's work is satisfactorily completed. Any delay or postponement of payment from the above referenced time frame

may occur only for good cause following written approval of the City. This clause applies to both DBE and non-DBE subcontractors.

10. FEDERAL FAIR LABOR STANDARDS ACT (FEDERAL MINIMUM WAGE) (all contracts)

All contracts and subcontracts that result from this solicitation incorporate the following provisions by reference, with the same force and effect as if given in full text. The contractor has full responsibility to monitor compliance to the referenced statute or regulation. The contractor must address any claims or disputes that pertain to a referenced requirement directly with the Federal Agency with enforcement responsibilities.

Requirement	Federal Agency with Enforcement Responsibilities
Federal Fair Labor Standards Act (29 USC 201)	U.S. Department of Labor – Wage and Hour Division

11. LOBBYING AND INFLUENCING FEDERAL EMPLOYEES (all AIP-funded projects)

The bidder or offeror certifies by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the bidder or offeror, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to

a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

12. OCCUPATIONAL SAFETY AND HEALTH ACT OF 1970 (all contracts)

All contracts and subcontracts that result from this solicitation incorporate the following provisions by reference, with the same force and effect as if given in full text. The contractor has full responsibility to monitor compliance to the referenced statute or regulation. The contractor must address any claims or disputes that pertain to a referenced requirement directly with the Federal Agency with enforcement responsibilities.

Requirement	Federal Agency with Enforcement Responsibilities
Occupational Safety and Health Act of 1970 (20 CFR Part 1910)	U.S. Department of Labor – Occupational Safety and Health Administration

13. RIGHTS TO INVENTIONS (all AIP-funded projects)

All rights to inventions and materials generated under this contract are subject to requirements and regulations issued by the FAA and the Sponsor of the Federal grant under which this contract is executed.

14. TERMINATION OF CONTRACT (contracts that exceed \$10,000)

1. The Sponsor may, by written notice, terminate this contract in whole or in part at any time, either for the Sponsor's convenience or because of failure to fulfill the contract obligations. Upon receipt of such notice services must be immediately discontinued (unless the notice directs otherwise) and all materials as may have been accumulated in performing this contract, whether completed or in progress, delivered to the Sponsor.
2. If the termination is for the convenience of the Sponsor, an equitable adjustment in the contract price will be made, but no amount will be allowed for anticipated profit on unperformed services.
3. If the termination is due to failure to fulfill the contractor's obligations, the Sponsor may take over the work and prosecute the same to completion by contract or otherwise. In such case, the contractor is liable to the Sponsor for any additional cost occasioned to the Sponsor thereby.
4. If, after notice of termination for failure to fulfill contract obligations, it is determined that the contractor had not so failed, the termination will be deemed

to have been effected for the convenience of the Sponsor. In such event, adjustment in the contract price will be made as provided in paragraph 2 of this clause.

5. The rights and remedies of the sponsor provided in this clause are in addition to any other rights and remedies provided by law or under this contract.

15. TRADE RESTRICTION CLAUSE (all AIP-funded projects)

The contractor or subcontractor, by submission of an offer and/or execution of a contract, certifies that it:

- a. is not owned or controlled by one or more citizens of a foreign country included in the list of countries that discriminate against U.S. firms published by the Office of the United States Trade Representative (USTR);
- b. has not knowingly entered into any contract or subcontract for this project with a person that is a citizen or national of a foreign country on said list, or is owned or controlled directly or indirectly by one or more citizens or nationals of a foreign country on said list;
- c. has not procured any product nor subcontracted for the supply of any product for use on the project that is produced in a foreign country on said list.

Unless the restrictions of this clause are waived by the Secretary of Transportation in accordance with 49 CFR 30.17, no contract shall be awarded to a contractor or subcontractor who is unable to certify to the above. If the contractor knowingly procures or subcontracts for the supply of any product or service of a foreign country on said list for use on the project, the Federal Aviation Administration may direct through the Sponsor cancellation of the contract at no cost to the Government.

Further, the contractor agrees that, if awarded a contract resulting from this solicitation, it will incorporate this provision for certification without modification in each contract and in all lower tier subcontracts. The contractor may rely on the certification of a prospective subcontractor unless it has knowledge that the certification is erroneous.

The contractor shall provide immediate written notice to the sponsor if the contractor learns that its certification or that of a subcontractor was erroneous when submitted or has become erroneous by reason of changed circumstances. The subcontractor agrees to provide written notice to the contractor if at any time it learns that its certification was erroneous by reason of changed circumstances.

This certification is a material representation of fact upon which reliance was placed when making the award. If it is later determined that the contractor or subcontractor knowingly rendered an erroneous certification, the Federal Aviation Administration may

direct through the Sponsor cancellation of the contract or subcontract for default at no cost to the Government.

Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by this provision. The knowledge and information of a contractor is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

This certification concerns a matter within the jurisdiction of an agency of the United States of America and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under Title 18, United States Code, Section 1001.

16. TEXTING WHEN DRIVING (all contracts)

In accordance with Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving" (10/1/2009) and DOT Order 3902.10 "Text Messaging While Driving" (12/30/2009), FAA encourages recipients of Federal grant funds to adopt and enforce safety policies that decrease crashes by distracted drivers, including policies to ban text messaging while driving when performing work related to a grant or sub-grant.

The Contractor must promote policies and initiatives for employees and other work personnel that decrease crashes by distracted drivers, including policies to ban text messaging while driving. The Contractor must include these policies in each third party subcontract involved on this project.

ON-CALL AGREEMENT FOR PROFESSIONAL SERVICES

WHEREAS, the Owner intends to engage the Consultant to perform professional Geotechnical & Materials Testing services on a task order basis through the use of task orders referencing this Agreement, the scope of which is further described in **Attachment “A”**; and

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

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

Attachment “A”	Scope of Services
Attachment “B”	Consultant’s Fee Proposal and Hourly Rates
Attachment “C”	Intentionally Deleted
Attachment “D”	Payment and Deliverable Schedules
Attachment “E”	Insurance Certificate
Attachment “F”	Federal Aviation Administration contract provisions for Airport Improvement Program Projects

2.1 The Owner hereby agrees to retain the Consultant and the Consultant agrees to perform on-call professional services on a Task Order basis. Each individual Task Order will identify the Project (“**Project**”) and the total compensation due to each Project. The Task Order for each Project shall include the Scope of Services described in **Attachment “A”**.

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

- 2.3** The Consultant shall serve as the Owner's professional representative in those phases of the Project to which this Agreement applies and shall give consultation and advice to the Owner during the performance of services.
- 2.4** The Owner shall provide all available information to the Consultant, as to the Owner's requirements for each task order. The Owner shall also provide to the Consultant, all known information pertinent to the Project site, including previous reports and other data relative to design, such as "as-built" drawings or physical conditions now existing at the Project site. In performing its services, the Consultant will be entitled to rely upon the accuracy of the Owner provided information.
- 2.5** The Owner hereby designates the City Engineer of the City of El Paso as the Owner's representative with respect to the professional services to be provided by the Consultant pursuant to this Agreement. The City Engineer shall have complete authority to transmit instructions, receive information, interpret and define Owner's policies, and decisions with respect to materials, equipment, elements, and systems pertinent to the work covered by this Agreement. City Engineer will render written decisions within a five (5) working days time period.

ARTICLE III CONSULTANT FEES AND PROJECT BUDGET

3.1 PAYMENT TO CONSULTANT. The Owner shall pay to the Consultant an amount not to exceed **FIVE HUNDRED THOUSAND AND NO/00 DOLLARS (\$500,000.00)** for all basic services and reimbursables performed pursuant to this Agreement.

No services are being requested through this Agreement, nor shall any indebtedness accrue through the mere execution of this Agreement.

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

Payments to the Consultant shall be made pursuant to **Attachment "D"**.

3.2 INTENTIONALLY DELETED.

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

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

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

3.4 PROJECT BUDGET. The Consultant acknowledges that the budget and time for each Project will be identified in each Task Order.

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

ARTICLE IV PERIOD OF SERVICE AND TERMINATION

4.1 PERIOD OF SERVICE. The term of this Agreement shall be for a period not to exceed **two (2) years** from the date first shown above. The services called for by each Task Order shall begin upon the issuance of a Notice to Proceed from the City Engineer and shall continue through the completion of the construction of the Project, including any required extensions beyond the contract time for construction of the Project, as may be directed by the Owner.

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

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

4.3.1 TERMINATION BY OWNER. It is mutually understood and agreed by the Consultant and Owner that the Owner may terminate this Agreement, in whole or in part

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

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

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

ARTICLE V INSURANCE AND INDEMNIFICATION

5.1 INSURANCE. Consultant shall not commence work under this Agreement until the Consultant has obtained the required insurance and such insurance has been approved by the Owner. The Consultant shall maintain the required insurance throughout the term of this Agreement. Failure to maintain said insurance shall be considered a material breach of this Agreement.

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

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

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

- a) **COMMERCIAL GENERAL LIABILITY**
 - \$1,000,000.00 Per Occurrence
 - \$2,000,000.00 General Aggregate
 - \$2,000,000.00 Products/Completed Operations Aggregate
 - \$1,000,000.00 Personal and Advertising Injury

Personal Injury or Death & Property Damage

\$1,000,000.00 per occurrence combined single limit for bodily injury and property damage.

General Aggregate

\$1,000,000.00

\$1,000,000.00 per occurrence

- c) **AUTOMOBILE LIABILITY**
 - Combined Single Limit**
 - \$1,000,000.00 per accident

5.1.3 PROFESSIONAL LIABILITY INSURANCE. The Consultant shall procure and shall maintain, at the Consultant's sole expense, Professional Liability Insurance for the benefit of the Owner to cover the errors and omissions of the Consultant, its principals or officers, agents or employees in the performance of this Agreement with a limit of ONE MILLION AND 00/100 DOLLARS (\$1,000,000.00) on a claims made basis.

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

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

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

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

5.2 INDEMNIFICATION. To the fullest extent permitted by law, Consultant shall indemnify, defend and hold harmless Owner, and Owner's officers, directors, partners, agents consultants, and employees from and against any claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court, arbitration, or other dispute resolution costs) arising out of or relating to the Project, provided that any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), but only to the extent caused by any negligent act or omission of Consultant or Consultant's officers, directors, partners, agents, consultants or employees. This indemnification provision is subject to and limited by the provisions agreed to by Owner and Consultant, as noted below. The Consultant shall not be responsible for any acts of any of the City's Independent Project Managers.

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

5.2.1 CONSULTANT'S LIABILITY LIMITED TO AMOUNT OF INSURANCE REQUIREMENTS. Consultant shall procure and maintain insurance as required by and set forth in the terms and conditions of this Agreement. Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by law, the total liability, in the aggregate, of Consultant and Consultant's officers, directors, partners, employees, agents, and consultants (hereafter referred to collectively as "Consultant"), to Owner and anyone claiming by through, or under Owner for any and all claims, losses, costs, or damages, whatsoever arising out of, resulting from or in any way related to the Project or the Agreement from any cause or causes, including but not limited to the negligence, professional errors or omissions, strict liability or breach of contract, or warranty express or implied of Consultant (hereafter "Owner's Claims"), shall not exceed the total insurance proceeds paid on behalf of or to Consultant by Consultant's insurers in settlement or satisfaction of Owner's Claims under the terms and conditions of Consultant's insurance policies applicable thereto (excluding fees, costs and expenses of investigation, claims adjustment, defense, and appeal). If no such insurance coverage is provided with respect to Owner's Claims, then the total liability, in the aggregate, of Consultant to Owner and anyone claiming by, through, or under Owner for any and all such uninsured Owner's claims shall not exceed \$250,000.00 per person or \$500,000.00 per incident with property damage liability limited to \$100,000.00 per incident.

ARTICLE VI FEDERAL AND STATE PROVISIONS

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

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

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

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

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

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

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

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

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

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

The Consultant will be required to submit the following information: (1) the names and addresses of DBE firms that will participate in the contract; (2) a description of the work

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

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

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

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

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

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

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

ARTICLE VII GENERAL PROVISIONS

7.1 CONTRACT TIME. Consultant understands and agrees to provide all professional services and deliverables requested herein, as expeditiously as is consistent with professional skill and care, and to use its best efforts to complete all phases of this Agreement within the time schedules indicated within **Attachment "D"**. The Consultant shall timely notify the City Engineer of any delay beyond its control and the City Engineer shall extend the time schedule in the event of delays which the City Engineer reasonably determines are beyond the control of the Consultant. The Consultant will perform these services with reasonable diligence and expediency consistent with sound professional practices and consistent with the schedule provided in **Attachment "D"**.

7.2 INTENTIONALLY DELETED.

7.3 CONSULTANT'S QUALITY OF WORK. The Owner's review of any documents prepared by the Consultant is only general in nature and its option to approve and accept the work in no way relieves the Consultant of responsibility for any specific deficiencies in its professional service. The Consultant's services shall be performed with the professional skill and care ordinarily provided by competent engineers or architects practicing under the same or similar circumstances and professional license and as expeditiously as is prudent considering the ordinary professional skill and care of a competent engineer or architect and the orderly progress of the Project and in accordance with the time periods established in **Attachment "D"** and which shall be adjusted, if necessary, as the project proceeds. This schedule shall include allowances for periods of time required for the Owner's review, for the performance of the Owner's consultants,

and for approval of submissions by authorities having jurisdiction over the project. The identified time limits shall not, except for reasonable cause, be exceeded by the Consultant or Owner.

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

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

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

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

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

7.7 VENUE. For the purpose of determining place of Agreement and the law governing the same, this Agreement is entered into in the City and County of El Paso, the State of Texas, and

shall be governed by the laws of the State of Texas. Venue shall be in the County of El Paso, Texas.

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

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

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

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

To the Owner:	The City of El Paso Attn: City Manager P.O. Box 1890 El Paso, Texas 79950-1890
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With a Copy to:	The City of El Paso Attn: City Engineer P.O. Box 1890 El Paso, Texas 79950-1890
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To the Consultant:	Terracon Consultants, Inc. Ruben Solis Hernandez, Principal 6460 Hiller Street, Suite A El Paso, TX 79925
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Changes may be made to the names and addresses noted herein through timely, written notice to the other party.

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

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

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

not discriminate during the term of this Agreement against a firearm entity or firearm trade association.

WITNESS THE FOLLOWING SIGNATURES AND/OR SEALS:

CITY OF EL PASO:

Tomás González
City Manager

APPROVED AS TO FORM:

Leslie B. Jean-Pierre
Assistant City Attorney

APPROVED AS TO CONTENT:

Jerry DeMuro/for
Assistant Director Capital Improvement
Samuel Rodriguez, P.E., City Engineer
Capital Improvement Department

(Acknowledgment)

THE STATE OF TEXAS §
 §
COUNTY OF EL PASO §

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

Notary Public, State of Texas

My commission expires:

(Signatures continue on following page)

CONSULTANT:
TERRACON CONSULTANTS, INC.

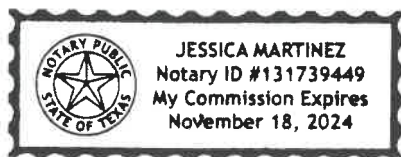


By: Ruben Solis Hernandez
Title: Principal

(Acknowledgment)

THE STATE OF TEXAS §
 §
COUNTY OF EL PASO §

This instrument was acknowledged before me on this 07 day of February, 2022,
by Ruben Solis Hernandez, as Principal of Terracon Consultants, Inc.



Notary Public, State of Texas

My commission expires:

November 18, 2024

**ATTACHMENT “A”
SCOPE OF SERVICES**

Attachment A

SCOPE OF SERVICES

The firm is to perform all phases of geotechnical and geological investigation, testing, analysis, and design services from conceptual through final design and construction. The anticipated projects under these selections may include roadways, parking lots/structures, quality of life, public safety, and other municipal facilities. Anticipated activities include, but are not limited to:

- Site investigation and characterization
- Installing soil borings and collecting soil and ground water samples
- Locating utilities, underground structures such as manholes, concrete pavement, monuments, railroad tracks, etc. and potholing
- Evaluating site materials
- Installing and monitoring of geotechnical instrumentation
- Forensic evaluation of settlement of existing structures, pavement, and other material failures
- Soil slope stability analyses (i.e., berms, embankments and cut slopes) and development of recommendations for slope construction (i.e., slope angles, protection, anchoring, backfilling material requirements and compaction), slope protection or stabilization methods to mitigate slope erosion and maintenance
- Determining of lateral earth pressure coefficients for below grade and retaining wall structures
- Identifying trench safety considerations for ground vibration and movement monitoring during construction
- Identifying of considerations for construction of structures in areas of shallow groundwater, dewatering, and short and long-term groundwater monitoring
- Reviewing existing geotechnical data and background information
- Developing conceptual design or layout in support of the geotechnical recommendation
- Providing geotechnical recommendations for expansion of existing facilities and new facility construction
- Implementing creative and innovative approaches to address project requirements.
- Geotechnical laboratory testing as appropriate, including but not limited to the following:

Materials Sampling and Testing: Concrete compressive strength ASTM-C39, concrete and asphalt coring, Hot Mix Asphaltic Concrete (HMAC) molding for flow/stability, extraction/gradation, Marshall density /stability and flow, field density ASTM-D6938, base course proctor, SA, PI (w/D-4718 oversize correction) and field density base course ASTM D 6938

Earthwork Sampling and Testing of select fill, backfill, and existing subgrade materials for determination of moisture-density relationship (Proctor) ASTM-D698 or D1557, grain size distribution, #200 Test ASTM-D6913 & D1140, Atterburg Limits (PI) ASTM-D4318 - field density ASTM-D1566, soil corrosivity ASTM STP 741, and ASTM STP1013, field measurement of soil resistivity ASTM G 57-78 and ASTM G 51-84 as appropriate, and trenching, subgrade and base course compaction testing

Other materials testing as requested including but not limited to:

- Roofing moisture, withdrawal resistance of mechanical fasteners, and wind uplift
- Visual, acoustics, radiographic, dye penetrants, magnetic particle (ferrous metal only) weld testing
- Mill thickness, lead for paint materials
- Subgrade and drainage design
- Stability, settlement, and foundation design
- Performing geotechnical construction observation and testing during construction
- Preparing geotechnical reports, design plans, and specifications
- Coordinating with other design disciplines or parties

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

ATTACHMENT II - SCHEDULE OF FEES AND SERVICES

I. PERSONNEL

Senior Principal	\$225.00/hour
Principal.....	\$200.00/hour
Senior Project Engineer.....	\$164.00/hour
Senior Project Scientist.....	\$180.00/hour
Regional Compliance Manager.....	\$165.00/hour
Senior Project Manager	\$160.00/hour
Project Engineer.....	\$110.00/hour
Project Manager	\$110.00/hour
Senior Staff Engineer.....	\$140.00/hour
Staff Engineer.....	\$82.00/hour
Staff Scientist.....	\$90.00/hour
Materials Technician V.....	\$70.00/hour*
Materials Technician IV.....	\$65.00/hour*
Materials Technician III.....	\$59.00/hour*
Materials Technician II.....	\$55.00/hour*
Materials Technician I.....	\$48.00/hour*
Drafts Person/Cad Operator	\$90.00/hour*
Clerical/Administrative Staff	\$65.00/hour*

**An overtime premium of 1.5 times the hourly rate will apply for services provided Monday through Friday that are in excess of 8 hours per day and for services provided before 7:00 AM and after 5:00 PM, as well as for services provided on Saturday, Sunday and Terracon recognized Holidays. Monthly technician rates can be provided at the time of project-specific Request for Cost Estimates.*

II. EXPENSES AND SUPPLIES

2WD Truck Trip Charge	\$40.00 each
Additional 2WD truck charge for assignments beyond 50 miles round trip.....	\$0.75/mile
Subcontractors and Subconsultants*.....	Cost + 10%
Miscellaneous charges, including analytical (environmental) laboratory tests *.....	Cost + 10%
Additional technician time for mobilization.....	See Personnel Rates

**Shipping charges, rental equipment, outside labor, public transportation, materials, permit fees or other contracted services*

III. GEOTECHNICAL EXPLORATION (DRILLING)

Project and Site Coordination

General Project and Site Coordination.....	See Personnel Rates
Right-of-Way Permit Request and Processing	See Personnel Rates
Pavement Cut or Excavation Permit Request and Processing	See Personnel Rates
Locate and mark borings in the field.....	\$25.00/boring
Public Utility Check (811) Ticket Request.....	\$16.00/boring
Truck Trip Charge.....	\$40.00/day

Terracon Schedule of Fees and Services

City of El Paso 2022 Solicitation 2022-0225R ■ El Paso, Texas

January 7, 2022



Drilling Crew Mobilization

Mobilization of equipment and personnel (Truck-Mounted Drill Rig).....	\$310.00/day
All-Terrain or Track-mounted Drill.....	\$7.00/mile
4x4 Driller Support Tuck	\$50.00/day

General Drilling Rates

Asphalt Pavement 10-inch Core (to access subgrade).....	\$53.00/bore
Concrete Pavement 10-inch Core (to access subgrade).....	\$79.00/bore
10-inch Square Pavement Sawcut (to access subgrade).....	\$105.00/each
Drilling w/truck-mounted rig with two-person crew.....	\$235.00/hour
Drilling w/track-mounted or ATV rig with two-person crew	\$260.00/hour
Client delay, standby, or non-drilling time (truck-mounted rig	\$260.00/hour
Client delay, standby, or non-drilling time (track-mounted or ATV rig)	\$285.00/hour
Cost of special drilling equipment.....	Cost + 10%
Plugging borehole with lean bentonite-cement grout (max. 8" diameter).....	\$9.00/foot
Plugging borehole with bentonite chips (max. 8" diameter).....	\$11.00/foot
Asphalt pavement patching and cleaning.....	\$53.00/bore
Concrete pavement patching and cleaning.....	\$79.00/bore
Field Logging and Stratification of Boring Logs.....	See Personnel Rates
Pressuremeter, Dutch Cone, Bore Hole Shear Equipment.....	\$1,250.00/day
Additional Pressuremeter Membranes or End Caps.....	\$260.00 each

Auger Drilling

Auger drilling without sampling	\$11.00/foot
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Auger Drilling with soil sampling (using either split-barrel sampler or Shelby tube sampler at 5-foot intervals in soil)

Depth Range (Feet)

0 – 40.....	\$13.00/foot
41 - 60	\$16.00/foot
61 - 80	\$19.00/foot
81 – 100.....	\$21.00/foot

Rotary Drilling and Coring

Drilling and sampling in dense soil, cobbles or rock formations; soil sampling using either split-barrel sampler or Shelby tube sampler at 5-foot intervals in soil.

Depth Range (Feet)

0 - 40	\$32.00/foot
41 - 80	\$37.00/foot
81 - 120	\$42.00/foot

Air or Mud Rotary set up	\$105.00/boring
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Rock coring set up	\$155.00/boring
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NQ rock coring (5-foot maximum runs)

0 - 40 feet	\$53.00/foot
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Below 40 feet	\$63.00/foot
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Wire line rock coring.....	\$79.00/foot
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Note: Environmental projects may have additional surcharges if hazardous site conditions exist.

Terracon Schedule of Fees and Services

City of El Paso 2022 Solicitation 2022-0225R ■ El Paso, Texas

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IV. SOIL TESTING

Construction Phase Soil and Proctor Field Sampling and Testing Combinations **(includes technician time and one trip charge)**

Soil / aggregate sampling	\$165.00 each
Moisture-Density (Proctor) and Classification (Includes sieve analysis and Atterberg Limit tests)	\$365.00 each
Field densities by the nuclear method (up to 4 tests in same trip)	\$244.00 each
Additional nuclear field density in the same trip.....	\$22.00 each
Additional Technician Time.....	See Personnel Rates

Soil Classification and Physical Property Testing (trip charge to be charged separately)

Visual Engineering Classification	\$27.00 each
Moisture Content Determination	\$10.00/test
Sieve Analysis (Washed over #200 sieve)	\$90.00/test
Hydrometer Analysis (includes Sieve analysis, specific gravity and hydrometer).....	\$300.00/test
Atterberg Limits (Plasticity Index: Plastic Limit and 3-point Liquid Limit).....	\$75.00/test
Density Determination (Shelby tube sample)	\$53.00/test
Specific Gravity	\$75.00/test
Shrinkage Limit Determination	\$170.00/test
Sand Equivalent	\$170.00/test
Organic Content (By heating)	\$65.00/test
Soil Suction (ASTM, D-5298).....	\$80.00/test
Porosity	\$145.00/test
Pin Hole Dispersion	\$400.00/test
With Remolding of Sample.....	\$425.00/test

Compaction and Density

Standard Proctor (ASTM D 698)*	\$130.00 each
Standard Proctor with Portland Cement (2 hour Delay)	\$250.00 each
Modified Proctor (ASTM D 1557)*	\$200.00/test
Additional charge for Coarse Aggregate Correction	\$55.00 each
Laboratory CBR.....	\$400.00/test
Field CBR	Quote on Request*
R-Value (ASTM D-2844).....	\$415.00each
Relative Density (ASTM D 4253 & D 4254 wet or dry method)	\$315.00each

Shear Strength

Unconfined Compression	
Undisturbed Soil Sample.....	\$50.00/test
With Stress-Strain Curve	\$90.00 each
Calibrated Hand Penetrometer or Torvane	\$11.00 each
Direct Shear FAST (cohesionless).....	\$230.00/point
Direct Shear SLOW (cohesive)	\$365.00/point
Standard Sample Preparation	\$80.00/sample
Preparation on remolding for difficult samples	\$85.00/hour
Unconfined Compression on Cured Proctor Sample with Fly Ash	\$85.00/test

Terracon Schedule of Fees and Services

City of El Paso 2022 Solicitation 2022-0225R ■ El Paso, Texas

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Triaxial Compression

Unconsolidated Undrained Triaxial (Total per Circle) \$390.00

Consolidated Undrained (CU) Triaxial (Total per Circle) \$535.00*

Consolidated Drained (CD) Triaxial (Total per Circle) Quote on Request*

*Note: Normally requires three circles

Preparation of Remolded Samples \$90.00/circle

Notes: Test rates for 1.4 inch, 1.8 inch and 2.8 inch diameter samples. Rates for other diameter samples available upon request. Consolidated Undrained Test includes pore pressure measurements.

Consolidation and Swelling

Consolidation Test on 2-1/2 inch diameter Specimen

Regular increasing Load Increment to 16 TSF \$560.00/test

Plotted Time Curves \$85.00 each

Each additional Unloaded-Reload Cycle \$140.00/cycle

Swell Test single pressure \$135.00/test

Additional pressures \$60.00 each

Swell Test ASTM D4546-08 Method A \$1,250.00/test

Swell Test ASTM D4546-08 Method B \$285.00/test

Swell Test ASTM D4546-08 Method C \$560.00/test

Permeability

Constant Head Permeability Test (ASTM D2434) \$390.00/test

Falling Head Permeability Test (ASTM D5084) \$305.00/test

Preparation of Remolded Samples \$90.00 each

Chemical Tests

pH \$45.00 each

Electrical Conductivity by Miller box \$200.00 each

Chloride Concentration \$90.00 each

Soluble Sulfate \$80.00 each

Cation Exchange Capacity of Soil \$145.00 each

V. AGGREGATES

Sieve Analysis (ASTM C 136) \$105.00 each

Analysis of Material finer than #200 Sieve (ASTM C 117) \$75.00 each

Specific Gravity (ASTM C 127 or 128) \$72.00 each

Percentage Particles Less Than 1.95 Specific Gravity (AASHTO T 150) Quote On Request

Absorption Analysis (ASTM C 127 or 128) \$72.00 each

Abrasion (ASTM C 131) \$275.00 each

Large Size Aggregate (ASTM C535) \$475.00 each

Specific Gravity and Absorption combined (ASTM C 127 or 128) \$90.00 each

Unit Weight (ASTM C 29) \$90.00 each

Soundness (ASTM C 88) (5 cycles) (fine or coarse) \$400.00 each

Large Size Aggregate \$425.00 each

Organic Impurities - Colorimetric (ASTM C 40) \$60.00 each

Lightweight Particles or Chert Analysis (ASTM C 123)

Fine \$110.00 each

Coarse \$175.00 each

Terracon Schedule of Fees and Services

City of El Paso 2022 Solicitation 2022-0225R ■ El Paso, Texas

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Chert.....	\$175.00 each
Clay Lumps (ASTM C 142)	\$75.00 each
Organic Impurities - Mortar Strength (ASTM C 87)	\$2,000.00 each
Scratch Hardness Test	\$70.00 each
Freeze Thaw (AASHTO T-103)	\$770.00 each
Flat and Elongated Particles	\$270.00 each
Crushed Particle Determination	\$105.00 each
Bulk Impregnated Specific Gravity	\$370.00 each
Solubility	\$90.00 each
Insoluble Residue in Carbonate Aggregates (ASTM D3042)	\$340.00 each

VI. CONCRETE AND MASONRY

Field Sampling and Testing Combinations (includes technician time and one trip charge)

4"x8" Concrete cylinder sampling and testing (set of 5 cylinders, includes 1 slump, 1 air content, curing, & compressive strength testing).....	\$360.00 each
6"x12" Concrete cylinder sampling and testing (set of 4 cylinders, includes 1 slump, 1 air content, curing, & compressive strength testing)	\$360.00 each
Concrete beam sampling and testing (set of 4 beams, includes 1 slump test, 1 air content test, curing, & flexural strength testing).....	\$440.00 each
Additional slump test in same trip	\$20.00 each
Additional air content test in same trip	\$25.00 each
Additional cylinder in same trip	\$20.00 each
Additional beam in same trip	\$75.00 each
Mortar sampling and testing (includes 6 cubes, curing, & compressive strength testing)	\$360.00 each
Additional cube or cylinder samples (within same trip)	\$25.00 each
Grout sampling and testing (includes 1 set of 4 prisms, curing, & compressive strength testing).....	\$360.00 each
Additional grout samples in same trip.....	\$25.00 each

Concrete Property Testing (trip charge to be charged separately)

Initial setting time (ASTM C 403) (already mixed)	\$400.00 minimum
Compressive Strength of 6" x 12" Cylinder (ASTM C 39)	\$25.00 each
Compressive Strength of 4" x 8" Cylinder (ASTM C39)	\$25.00 each
Flexural Strength of Concrete Beam.....	\$75.00 each
Splitting Tensile Test (6" Cylinders)	\$60.00 each
Schmidt Hammer Testing	\$60.00 each
Windsor Probe Testing	\$100.00 each
Floor Flatness Testing.....	\$0.09/square foot
Concrete or Mortar Mix Design or Verification.....	\$1,500.00 each
Laboratory Concrete Trial Batch (with cylinders).....	\$700.00 minimum
Laboratory Concrete Trial Batch (with beams).....	\$1,225.00 minimum
Additional Technician Time.....	See Personnel Rates

Terracon Schedule of Fees and Services

City of El Paso 2022 Solicitation 2022-0225R ■ El Paso, Texas

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Concrete Coring of Hardened Concrete

Concrete coring (2-technician crew)	See Personnel Rates
Core drilling machine	\$78.00/day
Generator	\$69.00/day
Diamond bit wear per inch depth (1" steel = 12" concrete)	
3 to 5 inch diameter core	\$6.00/inch
5 to 7 inch diameter core	\$7.00/inch
Concrete sawing-technician	See Personnel Rates
Saw	\$70.00/day
Blades.....	Cost + 20%
Concrete core, measurement and strength.....	\$63.00/core
Trimming.....	\$29.00/cut

Compressive Strength and Dimensions of Masonry Block Units ASTM C 140 (minimum of 3)

Depending on size and quantity	\$300.00 to \$500.00 each
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Net Area, Absorption, Specific Gravity and Moisture

Content of Masonry Block (ASTM C 140)	\$90.00/block
Lineal Drying Shrinkage of Masonry Block (ASTM C 426)	\$300.00 each
Compressive Strength of Masonry Block Prism (Hollow)	\$150.00 each
Compressive Strength of Masonry Block Prism (filled with grout)	\$230.00 each
Compressive Strength of 3x6 inch Grout Prism	\$25.00 each
Compressive Strength of 2 inch Mortar Cube or 2 inch cylinder.....	\$25.00 each
Laboratory Mortar, Trial Batch (does not include testing cubes).....	\$425.00 each
Mortar Flow Test (ASTM C 270)	\$75.00/test
Mortar Water Retention Test (ASTM C 270)	\$260.00/test
Efflorescence Test.....	\$160.00 each
Each additional concurrently tested material.....	\$100.00 each
Chloride ion content of concrete (submitted sample prepared through #50 sieve, James Meter)	
Less than 5 samples	\$70.00 each
5 or more samples	\$50.00 each
ASTM or AASHTO Titration	
Less than 5 samples	\$90.00 each
5 or more samples	\$95.00 each
Sample Preparation	\$60.00/hour
Rapid chloride permeability of concrete - 4 inch diameter sample, includes sawing to length but no special curing	
1st Sample.....	\$285.00 each
Additional Samples	\$200.00 each
Rapid cure by boiling procedure	\$115.00 each

Terracon Schedule of Fees and Services

City of El Paso 2022 Solicitation 2022-0225R ■ El Paso, Texas

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VII. ASPHALT

In-place nuclear density, up to 4 tests (includes technician time, nuclear gauge, and one trip).....	\$220.00/test
Additional density test (within same trip)	\$25.00/test
Loose asphaltic concrete sampling and testing (includes technician time and one trip charge).....	\$225.00 each
Asphalt cement extraction only (by ignition).....	\$85.00 each
Asphalt cement by ignition (including gradation)	\$175.00 each
Extraction by mechanical means (ASTM D2172) (includes gradation)	\$275.00 each
Theoretical Maximum (Rice) Specific Gravity (ASTM D2041)	\$110.00/test
Marshall Density Specimens (ASTM D6926) (already mixed).....	\$225.00 each
Marshall Stability Flow and Density Specimens (ASTM D6927) (already mixed)...	\$75.00 each
Core Density & Thickness (coring and generator use charged separately).....	\$110.00 each
Additional Technician Time.....	See Personnel Rates
Asphalt Design Mix Review (Marshall Method)	\$400.00/design
Three Point Marshall Curve	
(Including laboratory mixed asphalt with 9 stability, flow and density tests)	\$1,300.00/set
Additional Point	\$365.00/point
Hveem Stability and Density (ASTM D 1560) (already mixed)	
(Set of 3 samples).....	\$285.00/set
SuperPave Molded Density Specimens	
(Set of 2 samples).....	\$365.00/set
Penetration and Specific Gravity	\$90.00 each
Bitumen Softening Point	\$75.00 each
Strength Retention Test.....	\$1,000.00/test
Viscosity of Bituminous Materials (Kinematic).....	\$115.00/test
Absolute Viscosity.....	\$115.00/test
Asphalt Coring.....	See Personnel Rates
Coring Machine Use.....	\$90.00/day
Generator Use.....	\$80.00/day

VIII. STRUCTURAL STEEL AND METALS

AWS Certified Welding Inspector.....	\$125.00/hour
AWS Certified Associate Welding Inspector	\$115.00/hour
Ultrasonic Examination of Welds	\$135.00/hour
Ultrasonic Equipment and Consumables	\$115.00/day
Magnetic Particle or Dye Penetrant Examination	\$135.00/hour
Magnetic Particle or Dye Penetrant Materials	Cost + 20%
AWS or ASME Welder Qualifications	
Pipe	\$170.00 each
Plate	\$135.00 each*
Weld Procedure Qualification	
AWS	\$425.00 each*
ASME	\$450.00 each
Tensile, Yield and Elongation Test.....	\$155.00 each*
* Excluding machining, sample preparation and base metal costs, if required.	

Terracon Schedule of Fees and Services

City of El Paso 2022 Solicitation 2022-0225R ■ El Paso, Texas

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IX. PETROGRAPHIC SERVICES (ROCK, CONCRETE, AGGREGATE)

Concrete

Visual Description, Fracture Logging	\$18.00/linear foot
Air Content, (ASTM C457)	\$650.00 each
Air Void System Parameters Includes (ASTM C-457)	\$700.00 each
Petrographic Examination (ASTM C-856)	\$1,200.00 each
Resistance of Concrete to Rapid Freezing and Thawing (ASTM C666)	\$2,750.00/set of 3

Aggregate

Petrographic Examination (ASTM C-295)

Coarse Aggregate	\$1,325.00 each
Fine Aggregate	\$1,100.00 each

Riprap, Armorstone, Quarry Run, Etc.

Petrographic Examination	\$175.00/hour
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Personnel Services

Petrographer	\$935.00 each
Materials Consultant	\$140.00/hour
Laboratory Technician	\$85.00/hour

X. GEOPHYSICAL, GEOTECHNICAL AND MATERIALS EQUIPMENT RENTAL **(Personnel Time Not Included)**

Floor Flatness Equipment (Dipstick)	\$185.00/day
.....	\$565.00/week
Windsor Probe	\$100.00/day
Windsor Pin	\$145.00/day
Maturity Meter	\$80.00/day
Probes	\$40.00 each
Electrical Resistivity Equipment	\$290.00/day
James R-Meter (for size and location of reinforcing steel)	\$55.00/day
Profometer	\$130.00/day
Ferrosan	\$225.00/day
Instrumentation Equipment - Stress Strain Gauge	quote on request*
Dial Indicators	quote on request*
Vibration Monitoring	See personnel rates*
Vibration Monitoring Equipment	quote on request*

**ATTACHMENT “C”
INTENTIONALLY DELETED**

**ATTACHMENT “D”
PAYMENT AND DELIVERABLE SCHEDULES**

PAYMENT SCHEDULE

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

Fixed fee Payment to Consultant

Report Phase	To be determined by Task Order
Preliminary Design Phase	To be determined by Task Order
Pre-Final Design Phase	To be determined by Task Order
Final Design Phase	To be determined by Task Order
Bidding Phase	To be determined by Task Order
Construction Phase	To be determined by Task Order

Time and materials shall be billed to Owner by Consultant pursuant to the schedule provided in the consultant’s proposal found in **Attachment “B”**. The time shown in **Attachment “B”** is an estimate.

Payment for each Phase shall be made on a monthly basis. The Owner shall make payments upon presentation of the Consultant’s detailed Invoice and a Consulting Summary and Progress Report and the Owner’s written approval.

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

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

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

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

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

ATTACHMENT “D”
PAYMENT AND DELIVERABLE SCHEDULES

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

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

DELIVERABLE SCHEDULE

To be determined by Task Order.

ATTACHMENT "E"

Insurance



CERTIFICATE OF LIABILITY INSURANCE

4/1/2022

DATE (MM/DD/YYYY)
12/17/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Lockton Companies 444 W. 47th Street, Suite 900 Kansas City MO 64112-1906 (816) 960-9000		CONTACT NAME: PHONE (A/C, No, Ext): FAX (A/C, No): E-MAIL: ADDRESS:															
INSURED 1312893 TERRACON CONSULTANTS, INC. 6460 HILLER ST., SUITE A-C EL PASO TX 79925		INSURER(S) AFFORDING COVERAGE <table border="1"> <tr> <th>INSURER</th> <th>NAIC #</th> </tr> <tr> <td>INSURER A: Lexington Insurance Company</td> <td>19437</td> </tr> <tr> <td>INSURER B: Travelers Property Casualty Co of America</td> <td>25674</td> </tr> <tr> <td>INSURER C: The Travelers Indemnity Company</td> <td>25658</td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </table>		INSURER	NAIC #	INSURER A: Lexington Insurance Company	19437	INSURER B: Travelers Property Casualty Co of America	25674	INSURER C: The Travelers Indemnity Company	25658	INSURER D:		INSURER E:		INSURER F:	
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COVERAGES: TERCO01 CERTIFICATE NUMBER: 14397932 REVISION NUMBER: XXXXXXXX

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADOL	INSUR INSD	WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
B	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> CONTRACTUAL LIAB <input checked="" type="checkbox"/> XCU COVERAGE GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:	Y	N		TC2J-GLSA-1118L293	1/1/2022	4/1/2022	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 25,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMFOP AGG \$ 4,000,000
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY	Y	N		TC2J-CAP-131J3858	1/1/2022	4/1/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$				NOT APPLICABLE			EACH OCCURRENCE \$ XXXXXXXX AGGREGATE \$ XXXXXXXX
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/ MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N	N/A	UB-6S387647-22-51R (AOS) UB-6S630271-22-51R(AZ,MA,WI)	1/1/2022	4/1/2022	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	PROFESSIONAL LIABILITY	N	N		26030216	1/1/2022	4/1/2023	\$1,000,000 EACH CLAIM & \$1,000,000 ANNUAL AGGREGATE

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 RE: CURRENT ON-CALL CONTRACT FOR GEOTECHNICAL ENGINEERING AND MATERIALS TESTING SERVICES. CITY OF EL PASO IS AN ADDITIONAL INSURED AS RESPECTS GENERAL LIABILITY AND AUTO LIABILITY, AS REQUIRED BY WRITTEN CONTRACT.

CERTIFICATE HOLDER 14397932 CITY OF EL PASO CAPITAL IMPROVEMENT DEPARTMENT 218 NORTH CAMPBELL STREET 2ND FLOOR EL PASO TX 79901	CANCELLATION See Attachments SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
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ACORD 25 (2016/03)

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ATTACHMENT “F”

ATTACHMENT “F”

FEDERAL AVIATION ADMINISTRATION (FAA) CONTRACT PROVISIONS

In this Attachment “F”, the term “Contractor” shall refer to the “Consultant”, and the term “Airport Sponsor” shall refer to the “City”.

If there are any conflicts between the terms and conditions of Attachment “F” and Article VI of the Agreement, the terms and conditions of Attachment “F” will prevail.

A. GENERAL REQUIREMENT FOR CONTRACT

1. The contractor (including all subcontractors) are required to insert these contract provisions in each contract and subcontract, and further require that the clauses be included in all subcontracts;
2. The contractor (or subcontractor) is required to incorporate applicable requirements of these contract provisions by reference for work done under any purchase orders, rental agreements and other agreements for supplies or services;
3. The contractor is responsible for compliance with these contract provisions by any subcontractor, lower-tier subcontractor or service provider; and
4. The contractor (or subcontractor) shall not modify the provisions.

Subject to the applicability criteria noted in the specific contract provisions, these contract provisions apply to all work performed on the contract.

B. FAILURE TO COMPLY

Failure to comply with the terms of these contract provisions may be sufficient grounds to:

1. Withhold progress payments or final payment,
2. Terminate the contract,
3. Seek suspension/debarment, or
4. Any other action determined to be appropriate by the Airport Sponsor or the FAA.

C. CONTRACT PROVISIONS

1. ACCESS TO RECORDS AND REPORTS (all AIP-funded projects)

The Contractor must maintain an acceptable cost accounting system. The Contractor agrees to provide the Sponsor, the Federal Aviation Administration, and the Comptroller General of the United States or any of their duly authorized

representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to the specific contract for the purpose of making audit, examination, excerpts and transcriptions. The Contractor agrees to maintain all books, records and reports required under this contract for a period of not less than three years after the final payment is made and all pending matters are closed.

2. **BREACH OF CONTRACT TERMS** (all contracts that exceed the simplified acquisition threshold as fixed at 41 USC 403(11). This threshold is presently set at \$100,000.)

Any violation or breach of terms of this contract on the part of the contractor or its subcontractors may result in the suspension or termination of this contract or such other action that may be necessary to enforce the rights of the parties of this agreement. The duties and obligations imposed by the Contract Documents and the rights and remedies available thereunder are in addition to, and not a limitation of, any duties, obligations, rights and remedies otherwise imposed or available by law.

3. **BUY AMERICAN PREFERENCES** (all AIP-funded projects, if this professional services agreement includes any manufactured product as a deliverable.)

BUY AMERICAN CERTIFICATION

The contractor agrees to comply with 49 USC § 50101, which provides that Federal funds may not be obligated unless all steel and manufactured goods used in AIP-funded projects are produced in the United States, unless the FAA has issued a waiver for the product; the product is listed as an Excepted Article, Material Or Supply in Federal Acquisition Regulation subpart 25.108; or is included in the FAA Nationwide Buy American Waivers Issued list.

A bidder or offeror must submit the appropriate Buy America certification (below) with all bids or offers on AIP funded projects. Bids or offers that are not accompanied by a completed Buy America certification must be rejected as nonresponsive.

Type of Certification is based on Type of Project:

There are two types of Buy American certifications.

- For projects for a facility, the Certificate of Compliance Based on Total Facility (Terminal or Building Project) must be submitted.
- For all other projects, the Certificate of Compliance Based on Equipment and Materials Used on the Project (Non-building construction projects such as runway or roadway construction; or equipment acquisition projects) must be submitted.

Certificate of Buy American Compliance for Total Facility

(Buildings such as Terminal, SRE, ARFF, etc.)

As a matter of bid responsiveness, the bidder or offeror must complete, sign, date, and submit this certification statement with their proposal. The bidder or offeror must indicate how they intend to comply with 49 USC § 50101 by selecting one of the following certification statements. These statements are mutually exclusive. Bidder must select one or the other (i.e. not both) by inserting a checkmark (✓) or the letter "X".

- ☐ Bidder or offeror hereby certifies that it will comply with 49 USC. 50101 by:
- a. Only installing steel and manufactured products produced in the United States; or
 - b. Installing manufactured products for which the FAA has issued a waiver as indicated by inclusion on the current FAA Nationwide Buy American Waivers Issued listing; or
 - c. Installing products listed as an Excepted Article, Material or Supply in Federal Acquisition Regulation Subpart 25.108.

By selecting this certification statement, the bidder or offeror agrees:

- 1. To provide to the Owner evidence that documents the source and origin of the steel and manufactured product.
 - 2. To faithfully comply with providing US domestic products
 - 3. To refrain from seeking a waiver request after establishment of the contract, unless extenuating circumstances emerge that the FAA determines justified.
- ☐ The bidder or offeror hereby certifies it cannot comply with the 100% Buy American Preferences of 49 USC § 50101(a) but may qualify for either a Type 3 or Type 4 waiver under 49 USC § 50101(b). By selecting this certification statement, the apparent bidder or offeror with the apparent low bid agrees:
- 1. To the submit to the Owner within 15 calendar days of the bid opening, a formal waiver request and required documentation that support the type of waiver being requested.
 - 2. That failure to submit the required documentation within the specified timeframe is cause for a non-responsive determination may results in rejection of the proposal.
 - 3. To faithfully comply with providing US domestic products at or above the approved US domestic content percentage as approved by the FAA.

4. To furnish US domestic product for any waiver request that the FAA rejects.
5. To refrain from seeking a waiver request after establishment of the contract, unless extenuating circumstances emerge that the FAA determines justified.

Required Documentation

Type 3 Waiver - The cost of components and subcomponents produced in the United States is more than 60% of the cost of all components and subcomponents of the “facility”. The required documentation for a type 3 waiver is:

- a. Listing of all manufactured products that are not comprised of 100% US domestic content (Excludes products listed on the FAA Nationwide Buy American Waivers Issued listing and products excluded by Federal Acquisition Regulation Subpart 25.108; products of unknown origin must be considered as non-domestic products in their entirety)
- b. Cost of non-domestic components and subcomponents, excluding labor costs associated with final assembly and installation at project location.
- c. Percentage of non-domestic component and subcomponent cost as compared to total “facility” component and subcomponent costs, excluding labor costs associated with final assembly and installation at project location.

Type 4 Waiver – Total cost of project using US domestic source product exceeds the total project cost using non-domestic product by 25%. The required documentation for a type 4 waiver is:

- a. Detailed cost information for total project using US domestic product
- b. Detailed cost information for total project using non-domestic product

False Statements: Per 49 USC § 47126, this certification concerns a matter within the jurisdiction of the Federal Aviation Administration and the making of a false, fictitious or fraudulent certification may render the maker subject to prosecution under Title 18, United States Code.

Date

Signature

Company Name

Title

* * * * *

Certificate of Buy American Compliance for Manufactured Products

(Non-building construction projects, equipment acquisition projects)

As a matter of bid responsiveness, the bidder or offeror must complete, sign, date, and submit this certification statement with their proposal. The bidder or offeror must indicate how they intend to comply with 49 USC § 50101 by selecting one on the following certification statements. These statements are mutually exclusive. Bidder must select one or the other (not both) by inserting a checkmark (✓) or the letter “X”.

- ☐ Bidder or offeror hereby certifies that it will comply with 49 USC § 50101 by:
- a. Only installing steel and manufactured products produced in the United States, or;
 - b. Installing manufactured products for which the FAA has issued a waiver as indicated by inclusion on the current FAA Nationwide Buy American Waivers Issued listing, or;
 - c. Installing products listed as an Excepted Article, Material or Supply in Federal Acquisition Regulation Subpart 25.108.

By selecting this certification statement, the bidder or offeror agrees:

- 1. To provide to the Owner evidence that documents the source and origin of the steel and manufactured product.
 - 2. To faithfully comply with providing US domestic product
 - 3. To furnish US domestic product for any waiver request that the FAA rejects
 - 4. To refrain from seeking a waiver request after establishment of the contract, unless extenuating circumstances emerge that the FAA determines justified.
- ☐ The bidder or offeror hereby certifies it cannot comply with the 100% Buy American Preferences of 49 USC § 50101(a) but may qualify for either a Type 3 or Type 4 waiver under 49 USC § 50101(b). By selecting this certification statement, the apparent bidder or offeror with the apparent low bid agrees:
- 1. To the submit to the Owner within 15 calendar days of the bid opening, a formal waiver request and required documentation that support the type of waiver being requested.
 - 2. That failure to submit the required documentation within the specified timeframe is cause for a non-responsive determination may result in rejection of the proposal.

3. To faithfully comply with providing US domestic products at or above the approved US domestic content percentage as approved by the FAA.
4. To refrain from seeking a waiver request after establishment of the contract, unless extenuating circumstances emerge that the FAA determines justified.

Required Documentation

Type 3 Waiver - The cost of the item components and subcomponents produced in the United States is more than 60% of the cost of all components and subcomponents of the “item”. The required documentation for a type 3 waiver is:

- a. Listing of all product components and subcomponents that are not comprised of 100% US domestic content (Excludes products listed on the FAA Nationwide Buy American Waivers Issued listing and products excluded by Federal Acquisition Regulation Subpart 25.108; products of unknown origin must be considered as non-domestic products in their entirety)
- b. Cost of non-domestic components and subcomponents, excluding labor costs associated with final assembly at place of manufacture.
- c. Percentage of non-domestic component and subcomponent cost as compared to total “item” component and subcomponent costs, excluding labor costs associated with final assembly at place of manufacture.

Type 4 Waiver – Total cost of project using US domestic source product exceeds the total project cost using non-domestic product by 25%. The required documentation for a type 4 of waiver is:

- a. Detailed cost information for total project using US domestic product
- b. Detailed cost information for total project using non-domestic product

False Statements: Per 49 USC § 47126, this certification concerns a matter within the jurisdiction of the Federal Aviation Administration and the making of a false, fictitious or fraudulent certification may render the maker subject to prosecution under Title 18, United States Code.

Date

Signature

Company Name

Title

4. **GENERAL CIVIL RIGHTS PROVISIONS (all contracts)**

The contractor agrees that it will comply with pertinent statutes, Executive Orders and such rules as are promulgated to ensure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or handicap be excluded from participating in any activity conducted with or benefiting from Federal assistance.

This provision binds the contractors from the bid solicitation period through the completion of the contract. This provision is in addition to that required of Title VI of the Civil Rights Act of 1964.

This provision also obligates the tenant/concessionaire/lessee or its transferee for the period during which Federal assistance is extended to the airport through the Airport Improvement Program, except where Federal assistance is to provide, or is in the form of personal property; real property or interest therein; structures or improvements thereon.

In these cases the provision obligates the party or any transferee for the longer of the following periods:

- a. The period during which the property is used by the airport sponsor or any transferee for a purpose for which Federal assistance is extended, or for another purpose involving the provision of similar services or benefits; or
- b. The period during which the airport sponsor or any transferee retains ownership or possession of the property.

5. **CIVIL RIGHTS-TITLE IV COMPLIANCE WITH NONDISCRIMINATION REQUIREMENTS (all AIP funded projects)**

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

1. **Compliance with Regulations:** The contractor (hereinafter includes consultants) will comply with the **Title VI List of Pertinent Nondiscrimination Statutes and Authorities**, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
2. **Non-discrimination:** The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.

3. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor's obligations under this contract and the Acts and the Regulations relative to Non-discrimination on the grounds of race, color, or national origin.
 4. **Information and Reports:** The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the sponsor or the Federal Aviation Administration to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the sponsor or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.
 5. **Sanctions for Noncompliance:** In the event of a contractor's noncompliance with the Non-discrimination provisions of this contract, the sponsor will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:
 - a. Withholding payments to the contractor under the contract until the contractor complies; and/or
 - b. Cancelling, terminating, or suspending a contract, in whole or in part.
 6. **Incorporation of Provisions:** The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with respect to any subcontractor or procurement as the sponsor or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the sponsor to enter into any litigation to protect the interests of the sponsor. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.
6. **CLEAN AIR AND WATER POLLUTION CONTROL** (all contracts that exceed \$100,000)

Contractors and subcontractors agree:

1. That any facility to be used in the performance of the contract or subcontract or to benefit from the contract is not listed on the Environmental Protection Agency (EPA) List of Violating Facilities;
2. To comply with all the requirements of Section 114 of the Clean Air Act, as amended, 42 U.S.C. 1857 et seq. and Section 308 of the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq. relating to inspection, monitoring, entry, reports, and information, as well as all other requirements specified in Section 114 and Section 308 of the Acts, respectively, and all other regulations and guidelines issued thereunder;
3. That, as a condition for the award of this contract, the contractor or subcontractor will notify the awarding official of the receipt of any communication from the EPA indicating that a facility to be used for the performance of or benefit from the contract is under consideration to be listed on the EPA List of Violating Facilities;
4. To include or cause to be included in any construction contract or subcontract which exceeds \$100,000 the aforementioned criteria and requirements.

7. CONTRACT WORKHOURS AND SAFETY STANDARDS ACT REQUIREMENTS (all contracts that exceed \$100,000)

1. Overtime Requirements.

No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic, including watchmen and guards, in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

2. Violation; Liability for Unpaid Wages; Liquidated Damages.

In the event of any violation of the clause set forth in paragraph (1) above, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph 1 above, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in

excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph 1 above.

3. Withholding for Unpaid Wages and Liquidated Damages.

The Federal Aviation Administration or the Sponsor shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any monies payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other Federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph 2 above.

4. Subcontractors.

The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraphs 1 through 4 and also a clause requiring the subcontractor to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs 1 through 4 of this section.

8. **CERTIFICATE REGARDING DEBARMENT AND SUSPENSION (BIDDER OR OFFEROR)** (all contracts that exceed \$25,000)

By submitting a bid/proposal under this solicitation, the bidder or offeror certifies that at the time the bidder or offeror submits its proposal that neither it nor its principals are presently debarred or suspended by any Federal department or agency from participation in this transaction.

9. **DISADVANTAGED BUSINESS ENTERPRISES** (all AIP-funded projects)

Contract Assurance (49 CFR § 26.13) - The contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy, as the recipient deems appropriate.

Prompt Payment (49 CFR §26.29)- The prime contractor agrees to pay each subcontractor under this prime contract for satisfactory performance of its contract no later than thirty (30) days from the receipt of each payment the prime contractor receives from the City. The prime contractor agrees further to return retainage payments to each subcontractor within thirty (30) days after the subcontractor's work is satisfactorily completed. Any delay or postponement of payment from the above referenced time frame

may occur only for good cause following written approval of the City. This clause applies to both DBE and non-DBE subcontractors.

10. FEDERAL FAIR LABOR STANDARDS ACT (FEDERAL MINIMUM WAGE) (all contracts)

All contracts and subcontracts that result from this solicitation incorporate the following provisions by reference, with the same force and effect as if given in full text. The contractor has full responsibility to monitor compliance to the referenced statute or regulation. The contractor must address any claims or disputes that pertain to a referenced requirement directly with the Federal Agency with enforcement responsibilities.

Requirement	Federal Agency with Enforcement Responsibilities
Federal Fair Labor Standards Act (29 USC 201)	U.S. Department of Labor – Wage and Hour Division

11. LOBBYING AND INFLUENCING FEDERAL EMPLOYEES (all AIP-funded projects)

The bidder or offeror certifies by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the bidder or offeror, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to

a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

12. OCCUPATIONAL SAFETY AND HEALTH ACT OF 1970 (all contracts)

All contracts and subcontracts that result from this solicitation incorporate the following provisions by reference, with the same force and effect as if given in full text. The contractor has full responsibility to monitor compliance to the referenced statute or regulation. The contractor must address any claims or disputes that pertain to a referenced requirement directly with the Federal Agency with enforcement responsibilities.

Requirement	Federal Agency with Enforcement Responsibilities
Occupational Safety and Health Act of 1970 (20 CFR Part 1910)	U.S. Department of Labor – Occupational Safety and Health Administration

13. RIGHTS TO INVENTIONS (all AIP-funded projects)

All rights to inventions and materials generated under this contract are subject to requirements and regulations issued by the FAA and the Sponsor of the Federal grant under which this contract is executed.

14. TERMINATION OF CONTRACT (contracts that exceed \$10,000)

1. The Sponsor may, by written notice, terminate this contract in whole or in part at any time, either for the Sponsor's convenience or because of failure to fulfill the contract obligations. Upon receipt of such notice services must be immediately discontinued (unless the notice directs otherwise) and all materials as may have been accumulated in performing this contract, whether completed or in progress, delivered to the Sponsor.
2. If the termination is for the convenience of the Sponsor, an equitable adjustment in the contract price will be made, but no amount will be allowed for anticipated profit on unperformed services.
3. If the termination is due to failure to fulfill the contractor's obligations, the Sponsor may take over the work and prosecute the same to completion by contract or otherwise. In such case, the contractor is liable to the Sponsor for any additional cost occasioned to the Sponsor thereby.
4. If, after notice of termination for failure to fulfill contract obligations, it is determined that the contractor had not so failed, the termination will be deemed

to have been effected for the convenience of the Sponsor. In such event, adjustment in the contract price will be made as provided in paragraph 2 of this clause.

5. The rights and remedies of the sponsor provided in this clause are in addition to any other rights and remedies provided by law or under this contract.

15. TRADE RESTRICTION CLAUSE (all AIP-funded projects)

The contractor or subcontractor, by submission of an offer and/or execution of a contract, certifies that it:

- a. is not owned or controlled by one or more citizens of a foreign country included in the list of countries that discriminate against U.S. firms published by the Office of the United States Trade Representative (USTR);
- b. has not knowingly entered into any contract or subcontract for this project with a person that is a citizen or national of a foreign country on said list, or is owned or controlled directly or indirectly by one or more citizens or nationals of a foreign country on said list;
- c. has not procured any product nor subcontracted for the supply of any product for use on the project that is produced in a foreign country on said list.

Unless the restrictions of this clause are waived by the Secretary of Transportation in accordance with 49 CFR 30.17, no contract shall be awarded to a contractor or subcontractor who is unable to certify to the above. If the contractor knowingly procures or subcontracts for the supply of any product or service of a foreign country on said list for use on the project, the Federal Aviation Administration may direct through the Sponsor cancellation of the contract at no cost to the Government.

Further, the contractor agrees that, if awarded a contract resulting from this solicitation, it will incorporate this provision for certification without modification in each contract and in all lower tier subcontracts. The contractor may rely on the certification of a prospective subcontractor unless it has knowledge that the certification is erroneous.

The contractor shall provide immediate written notice to the sponsor if the contractor learns that its certification or that of a subcontractor was erroneous when submitted or has become erroneous by reason of changed circumstances. The subcontractor agrees to provide written notice to the contractor if at any time it learns that its certification was erroneous by reason of changed circumstances.

This certification is a material representation of fact upon which reliance was placed when making the award. If it is later determined that the contractor or subcontractor knowingly rendered an erroneous certification, the Federal Aviation Administration may

direct through the Sponsor cancellation of the contract or subcontract for default at no cost to the Government.

Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by this provision. The knowledge and information of a contractor is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

This certification concerns a matter within the jurisdiction of an agency of the United States of America and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under Title 18, United States Code, Section 1001.

16. TEXTING WHEN DRIVING (all contracts)

In accordance with Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving" (10/1/2009) and DOT Order 3902.10 "Text Messaging While Driving" (12/30/2009), FAA encourages recipients of Federal grant funds to adopt and enforce safety policies that decrease crashes by distracted drivers, including policies to ban text messaging while driving when performing work related to a grant or sub-grant.

The Contractor must promote policies and initiatives for employees and other work personnel that decrease crashes by distracted drivers, including policies to ban text messaging while driving. The Contractor must include these policies in each third party subcontract involved on this project.

THE STATE OF TEXAS)
)
COUNTY OF EL PASO)

ON-CALL
AGREEMENT FOR
PROFESSIONAL SERVICES

This Agreement (“**Agreement**”) is made this ____ **day of** _____, **2022** by and between the **CITY OF EL PASO**, a municipal corporation organized and existing under the laws of the State of Texas, hereinafter referred to as the “**Owner**”, and **LOI ENGINEERS**, a Texas Corporation, hereinafter referred to as the “**Consultant**”.

WHEREAS, the Owner intends to engage the Consultant to perform professional Geotechnical & Materials Testing services on a task order basis through the use of task orders referencing this Agreement, the scope of which is further described in **Attachment “A”**; and

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

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

ARTICLE I
ATTACHMENTS

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

Attachment “A”	Scope of Services
Attachment “B”	Consultant’s Fee Proposal and Hourly Rates
Attachment “C”	Intentionally Deleted
Attachment “D”	Payment and Deliverable Schedules
Attachment “E”	Insurance Certificate
Attachment “F”	Federal Aviation Administration contract provisions for Airport Improvement Program Projects

ARTICLE II
PROJECT

2.1 The Owner hereby agrees to retain the Consultant and the Consultant agrees to perform on-call professional services on a Task Order basis. Each individual Task Order will identify the Project (“**Project**”) and the total compensation due to each Project. The Task Order for each Project shall include the Scope of Services described in **Attachment “A”**.

2.2 For each Project, the Consultant shall comply with the City of El Paso Capital Improvement Department Construction Document Guidelines in effect on the execution date of this Agreement in the performance of the services requested under this Agreement. Such Guidelines are available in the Capital Improvement Department.

- 2.3** The Consultant shall serve as the Owner's professional representative in those phases of the Project to which this Agreement applies and shall give consultation and advice to the Owner during the performance of services.
- 2.4** The Owner shall provide all available information to the Consultant, as to the Owner's requirements for each task order. The Owner shall also provide to the Consultant, all known information pertinent to the Project site, including previous reports and other data relative to design, such as "as-built" drawings or physical conditions now existing at the Project site. In performing its services, the Consultant will be entitled to rely upon the accuracy of the Owner provided information.
- 2.5** The Owner hereby designates the City Engineer of the City of El Paso as the Owner's representative with respect to the professional services to be provided by the Consultant pursuant to this Agreement. The City Engineer shall have complete authority to transmit instructions, receive information, interpret and define Owner's policies, and decisions with respect to materials, equipment, elements, and systems pertinent to the work covered by this Agreement. City Engineer will render written decisions within a five (5) working days time period.

ARTICLE III CONSULTANT FEES AND PROJECT BUDGET

3.1 PAYMENT TO CONSULTANT. The Owner shall pay to the Consultant an amount not to exceed **FIVE HUNDRED THOUSAND AND NO/00 DOLLARS (\$500,000.00)** for all basic services and reimbursables performed pursuant to this Agreement.

No services are being requested through this Agreement, nor shall any indebtedness accrue through the mere execution of this Agreement.

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

Payments to the Consultant shall be made pursuant to **Attachment "D"**.

3.2 INTENTIONALLY DELETED.

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

3.3.1 Each invoice shall contain a brief summary indicating, at a minimum, the total Project budget, the total amount authorized for the Consultant, the current invoiced amount

and the amount billed to date. In addition to the Summary, each invoice shall provide a Progress Report. The Progress Report shall describe, at a minimum, the progress of the Project to date also indicating the percentage of completion of each phase. The established schedule for completion shall not be revised except by written amendment to this Agreement, executed by both parties.

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

3.4 PROJECT BUDGET. The Consultant acknowledges that the budget and time for each Project will be identified in each Task Order.

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

ARTICLE IV PERIOD OF SERVICE AND TERMINATION

4.1 PERIOD OF SERVICE. The term of this Agreement shall be for a period not to exceed **two (2) years** from the date first shown above. The services called for by each Task Order shall begin upon the issuance of a Notice to Proceed from the City Engineer and shall continue through the completion of the construction of the Project, including any required extensions beyond the contract time for construction of the Project, as may be directed by the Owner.

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

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

4.3.1 TERMINATION BY OWNER. It is mutually understood and agreed by the Consultant and Owner that the Owner may terminate this Agreement, in whole or in part for the convenience of the Owner, upon **fourteen (14) consecutive calendar days** written notice. It is also understood and agreed that upon such notice of termination, the Consultant

shall cease the performance of services under this Agreement. Upon such termination, the Consultant shall provide one final invoice for all services completed and reimbursable expenses incurred prior to the Owner's notice of termination. Owner shall compensate Consultant in accordance with this Agreement; however, the Owner may withhold any payment to the Consultant that is held to be in dispute for the purpose of setoff until such time as the exact amount due the Consultant from the Owner is determined. Nothing contained herein, or elsewhere in this Agreement shall require the Owner to pay for any services that are not in compliance with the terms of this Agreement and its attachments.

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

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

ARTICLE V INSURANCE AND INDEMNIFICATION

5.1 INSURANCE. Consultant shall not commence work under this Agreement until the Consultant has obtained the required insurance and such insurance has been approved by the Owner. The Consultant shall maintain the required insurance throughout the term of this Agreement. Failure to maintain said insurance shall be considered a material breach of this Agreement.

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

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

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

- a) **COMMERCIAL GENERAL LIABILITY**
 - \$1,000,000.00 Per Occurrence
 - \$2,000,000.00 General Aggregate
 - \$2,000,000.00 Products/Completed Operations Aggregate
 - \$1,000,000.00 Personal and Advertising Injury

Personal Injury or Death & Property Damage

\$1,000,000.00 per occurrence combined single limit for bodily injury and property damage.

General Aggregate

\$1,000,000.00

\$1,000,000.00 per occurrence

- c) **AUTOMOBILE LIABILITY**
 - Combined Single Limit**
 - \$1,000,000.00 per accident

5.1.3 PROFESSIONAL LIABILITY INSURANCE. The Consultant shall procure and shall maintain, at the Consultant's sole expense, Professional Liability Insurance for the benefit of the Owner to cover the errors and omissions of the Consultant, its principals or officers, agents or employees in the performance of this Agreement with a limit of ONE MILLION AND 00/100 DOLLARS (\$1,000,000.00) on a claims made basis.

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

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

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

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

5.2 INDEMNIFICATION. To the fullest extent permitted by law, Consultant shall indemnify, defend and hold harmless Owner, and Owner’s officers, directors, partners, agents consultants, and employees from and against any claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court, arbitration, or other dispute resolution costs) arising out of or relating to the Project, provided that any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), but only to the extent caused by any negligent act or omission of Consultant or Consultant’s officers, directors, partners, agents, consultants or employees. This indemnification provision is subject to and limited by the provisions agreed to by Owner and Consultant, as noted below. The Consultant shall not be responsible for any acts of any of the City’s Independent Project Managers.

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

5.2.1 CONSULTANT’S LIABILITY LIMITED TO AMOUNT OF INSURANCE REQUIREMENTS. Consultant shall procure and maintain insurance as required by and set forth in the terms and conditions of this Agreement. Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by law, the total liability, in the aggregate, of Consultant and Consultant’s officers, directors, partners, employees, agents, and consultants (hereafter referred to collectively as “Consultant”), to Owner and anyone claiming by through, or under Owner for any and all claims, losses, costs, or damages, whatsoever arising out of, resulting from or in any way related to the Project or the Agreement from any cause or causes, including but not limited to the negligence, professional errors or omissions, strict liability or breach of contract, or warranty express or implied of Consultant (hereafter “Owner’s Claims”), shall not exceed the total insurance proceeds paid on behalf of or to Consultant by Consultant’s insurers in settlement or satisfaction of Owner’s Claims under the terms and conditions of Consultant’s insurance policies applicable thereto (excluding fees, costs and expenses of investigation, claims adjustment, defense, and appeal). If no such insurance coverage is provided with respect to Owner’s Claims, then the total liability, in the aggregate, of Consultant to Owner and anyone claiming by, through, or under Owner for any and all such uninsured Owner’s claims shall not exceed \$250,000.00 per person or \$500,000.00 per incident with property damage liability limited to \$100,000.00 per incident.

ARTICLE VI FEDERAL AND STATE PROVISIONS

6.1 COMPLIANCE WITH APPLICABLE LAWS – FEDERAL AND STATE FUNDING REQUIREMENTS. Consultant, at Consultant’s sole expense, agrees that it will operate and perform its responsibilities and covenants under this Agreement in accordance with applicable laws, rules, orders, ordinances, directions, regulations and requirements of federal, state, county and municipal authorities, now in force or which may hereafter be in force,

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

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

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

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

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

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

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

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

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

The Consultant will be required to submit the following information: (1) the names and addresses of DBE firms that will participate in the contract; (2) a description of the work that each DBE firm will perform; (3) the dollar amount of the participation of each DBE

firm participating; (4) written documentation of the offeror's commitment to use a DBE subconsultant whose participation it submits to meet the contract goal; (5) written confirmation from the DBE that it is participating in the contract as provided in the commitment made under (4); and (6) if the contract goal is not met, evidence of good faith efforts. The offeror shall submit the information with its proposal as a condition of responsiveness.

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

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

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

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

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

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

ARTICLE VII GENERAL PROVISIONS

7.1 CONTRACT TIME. Consultant understands and agrees to provide all professional services and deliverables requested herein, as expeditiously as is consistent with professional skill and care, and to use its best efforts to complete all phases of this Agreement within the time schedules indicated within **Attachment "D"**. The Consultant shall timely notify the City Engineer of any delay beyond its control and the City Engineer shall extend the time schedule in the event of delays which the City Engineer reasonably determines are beyond the control of the Consultant. The Consultant will perform these services with reasonable diligence and expediency consistent with sound professional practices and consistent with the schedule provided in **Attachment "D"**.

7.2 INTENTIONALLY DELETED.

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

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

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

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

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

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

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

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

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

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

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

To the Owner:	The City of El Paso Attn: City Manager P.O. Box 1890 El Paso, Texas 79950-1890
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With a Copy to:	The City of El Paso Attn: City Engineer P.O. Box 1890 El Paso, Texas 79950-1890
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To the Consultant:	LOI Engineers Bernardino Olague, Vice President 2101 E. Missouri Ave., Suite B El Paso, TX 79903
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Changes may be made to the names and addresses noted herein through timely, written notice to the other party.

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

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

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

WITNESS THE FOLLOWING SIGNATURES AND/OR SEALS:

CITY OF EL PASO:

Tomás González
City Manager

APPROVED AS TO FORM:

Leslie B. Jean-Pierre

Leslie B. Jean-Pierre
Assistant City Attorney

APPROVED AS TO CONTENT:

Jerry DeMuro/for
Assistant Director Capital Improvement

Samuel Rodriguez, P.E., City Engineer
Capital Improvement Department

(Acknowledgment)

THE STATE OF TEXAS §
 §
COUNTY OF EL PASO §

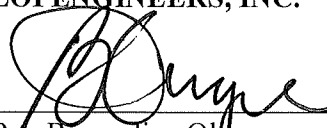
This instrument was acknowledged before me on this ____ day of _____, 2022,
by **Tomás González**, as **City Manager** of the **City of El Paso, Texas**.

Notary Public, State of Texas

My commission expires:

(Signatures continue on following page)

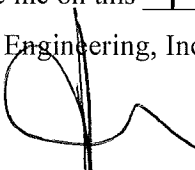
CONSULTANT:
LOI ENGINEERS, INC.


By: Bernardino Olague
Title: Vice President

(Acknowledgment)

THE STATE OF TEXAS §
§
COUNTY OF EL PASO §

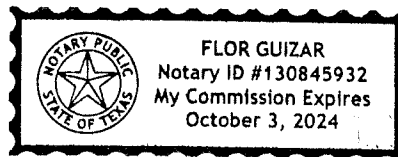
This instrument was acknowledged before me on this 4th day of February, 2022,
by Bernardino Olague, as Vice President of LEC Engineering, Inc., d/b/a LOI ENGINEERS.



Notary Public, State of Texas

My commission expires:

October 3, 2024



**ATTACHMENT “A”
SCOPE OF SERVICES**

Attachment A

SCOPE OF SERVICES

The firm is to perform all phases of geotechnical and geological investigation, testing, analysis, and design services from conceptual through final design and construction. The anticipated projects under these selections may include roadways, parking lots/structures, quality of life, public safety, and other municipal facilities. Anticipated activities include, but are not limited to:

- Site investigation and characterization
- Installing soil borings and collecting soil and ground water samples
- Locating utilities, underground structures such as manholes, concrete pavement, monuments, railroad tracks, etc. and potholing
- Evaluating site materials
- Installing and monitoring of geotechnical instrumentation
- Forensic evaluation of settlement of existing structures, pavement, and other material failures
- Soil slope stability analyses (i.e., berms, embankments and cut slopes) and development of recommendations for slope construction (i.e., slope angles, protection, anchoring, backfilling material requirements and compaction), slope protection or stabilization methods to mitigate slope erosion and maintenance
- Determining of lateral earth pressure coefficients for below grade and retaining wall structures
- Identifying trench safety considerations for ground vibration and movement monitoring during construction
- Identifying of considerations for construction of structures in areas of shallow groundwater, dewatering, and short and long-term groundwater monitoring
- Reviewing existing geotechnical data and background information
- Developing conceptual design or layout in support of the geotechnical recommendation
- Providing geotechnical recommendations for expansion of existing facilities and new facility construction
- Implementing creative and innovative approaches to address project requirements.
- Geotechnical laboratory testing as appropriate, including but not limited to the following:

Materials Sampling and Testing: Concrete compressive strength ASTM-C39, concrete and asphalt coring, Hot Mix Asphaltic Concrete (HMAC) molding for flow/stability, extraction/gradation, Marshall density /stability and flow, field density ASTM-D6938, base course proctor, SA, PI (w/D-4718 oversize correction) and field density base course ASTM D 6938

Earthwork Sampling and Testing of select fill, backfill, and existing subgrade materials for determination of moisture-density relationship (Proctor) ASTM-D698 or D1557, grain size distribution, #200 Test ASTM-D6913 & D1140, Atterburg Limits (PI) ASTM-D4318 - field density ASTM-D1566, soil corrosivity ASTM STP 741, and ASTM STP1013, field measurement of soil resistivity ASTM G 57-78 and ASTM G 51-84 as appropriate, and trenching, subgrade and base course compaction testing

Other materials testing as requested including but not limited to:

- Roofing moisture, withdrawal resistance of mechanical fasteners, and wind uplift
- Visual, acoustics, radiographic, dye penetrants, magnetic particle (ferrous metal only) weld testing
- Mill thickness, lead for paint materials
- Subgrade and drainage design
- Stability, settlement, and foundation design
- Performing geotechnical construction observation and testing during construction
- Preparing geotechnical reports, design plans, and specifications
- Coordinating with other design disciplines or parties

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

EXHIBIT B

CITY OF EL PASO - CAPITAL IMPROVEMENT DEPARTMENT
 Testing Rate Schedule for CID Solicitation No. 2022-0225R
 Construction Observation and Materials Testing Services
 LOI FILE NO. SOQ21-025

**A. Field & Lab Soils Testing****Unit Rate**

Particle Size Analysis (ASTM C-136) (SA)(includes report)	\$60.00 ea.
Compaction Characteristics by Modified Effort (ASTM D-1557)(includes sampling time and sample preparation)(includes SA & AL, and report)	\$395.00 ea.
Field Density and Unit Weight by Nuclear Gauge (minimum of three densities per trip, includes 0.75 hr. tech time on site) (ASTM D-6938)(includes report)	\$65.00 ea.
Liquid Limit and Plastic Limit and Plasticity Index (ASTM D-4318) (AL)(includes report)	\$65.00 ea.

B. Field & Lab Concrete Testing**Unit Rate**

Compressive Strength of Freshly-Mixed Concrete, Includes Slump, Air Content, Concrete and Ambient Temperature, and Molding up to Four Cylinders per Set (1 Hr. on site tech time, pickup/testing)	\$240.00 set
Compressive Strength of Freshly-Mixed Grout, Includes Slump, Concrete and Ambient Temperature, and Molding up to Four Prisms per Set (0.75 Hr. on site tech time, pickup, testing)	\$230.00 /set
Compressive Strength of Freshly-Mixed Mortar, Includes Concrete and Ambient Temperature and Molding up to Three Cubes per Set (0.75 Hr. on site tech time, pickup and testing)	\$225.00 /set

C. Field & Lab Hot-Mix Asphaltic Concrete Testing**Unit Rate**

HMAC Suite - Marshall Unit Weight, Flow and Stability, Quantitative Extraction, Size Analysis of Extracted Aggregate, Rice Test	\$585.00 /suite
Density of HMAC by Nuclear Methods (minimum of three densities per trip, 0.75 hr. on-site tech time)	\$60.00 ea.
Rolling Pattern	\$95.00 /hr.
HMAC Coring, Thickness, Density, and Patching (excludes traffic control)(3 specimens/set)(includes generator)	\$495.00 /set

**ATTACHMENT “C”
INTENTIONALLY DELETED**

**ATTACHMENT “D”
PAYMENT AND DELIVERABLE SCHEDULES**

PAYMENT SCHEDULE

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

Fixed fee Payment to Consultant

Report Phase	To be determined by Task Order
Preliminary Design Phase	To be determined by Task Order
Pre-Final Design Phase	To be determined by Task Order
Final Design Phase	To be determined by Task Order
Bidding Phase	To be determined by Task Order
Construction Phase	To be determined by Task Order

Time and materials shall be billed to Owner by Consultant pursuant to the schedule provided in the consultant’s proposal found in **Attachment “B”**. The time shown in **Attachment “B”** is an estimate.

Payment for each Phase shall be made on a monthly basis. The Owner shall make payments upon presentation of the Consultant’s detailed Invoice and a Consulting Summary and Progress Report and the Owner’s written approval.

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

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

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

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

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

**ATTACHMENT “D”
PAYMENT AND DELIVERABLE SCHEDULES**

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

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

DELIVERABLE SCHEDULE

To be determined by Task Order.

ATTACHMENT “E”
Insurance



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

01/12/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Texas Insurance Group, Inc. P.O. Box 54697 Hurst TX 76054		CONTACT NAME: Debi Krupa PHONE (A/C, No, Ext): (817) 510-1757 E-MAIL ADDRESS: debi@tig.net FAX (A/C, No): (817) 268-3108	
INSURED LEC Engineering Inc. dba LOI Engineers 2101 E. Missouri Ave Ste. B El Paso TX 79903		INSURER(S) AFFORDING COVERAGE INSURER A: Hamilton Insurance DAC INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	

COVERAGES**CERTIFICATE NUMBER:** MASTER 2021**REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y / N If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Professional Liability			EOH1214013	12/17/2021	12/17/2022	Each Claim \$2,000,000 Claim Aggregate \$2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Project :Solicitation 2022-0255R On-call Geotechnical and Materials Testing Services for the Streets and Maintenance Department

Professional Liability aggregate limit is the total insurance available for all covered claims reported within the policy period.

CERTIFICATE HOLDER**CANCELLATION**Capital Improvement – City of El Paso
218 N. Campbell St. Second Flo

El Paso

TX 79901

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Eric McEachern

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ATTACHMENT “F”

ATTACHMENT “F”

FEDERAL AVIATION ADMINISTRATION (FAA) CONTRACT PROVISIONS

In this Attachment “F”, the term “Contractor” shall refer to the “Consultant”, and the term “Airport Sponsor” shall refer to the “City”.

If there are any conflicts between the terms and conditions of Attachment “F” and Article VI of the Agreement, the terms and conditions of Attachment “F” will prevail.

A. GENERAL REQUIREMENT FOR CONTRACT

1. The contractor (including all subcontractors) are required to insert these contract provisions in each contract and subcontract, and further require that the clauses be included in all subcontracts;
2. The contractor (or subcontractor) is required to incorporate applicable requirements of these contract provisions by reference for work done under any purchase orders, rental agreements and other agreements for supplies or services;
3. The contractor is responsible for compliance with these contract provisions by any subcontractor, lower-tier subcontractor or service provider; and
4. The contractor (or subcontractor) shall not modify the provisions.

Subject to the applicability criteria noted in the specific contract provisions, these contract provisions apply to all work performed on the contract.

B. FAILURE TO COMPLY

Failure to comply with the terms of these contract provisions may be sufficient grounds to:

1. Withhold progress payments or final payment,
2. Terminate the contract,
3. Seek suspension/debarment, or
4. Any other action determined to be appropriate by the Airport Sponsor or the FAA.

C. CONTRACT PROVISIONS

1. ACCESS TO RECORDS AND REPORTS (all AIP-funded projects)

The Contractor must maintain an acceptable cost accounting system. The Contractor agrees to provide the Sponsor, the Federal Aviation Administration, and the Comptroller General of the United States or any of their duly authorized

representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to the specific contract for the purpose of making audit, examination, excerpts and transcriptions. The Contractor agrees to maintain all books, records and reports required under this contract for a period of not less than three years after the final payment is made and all pending matters are closed.

2. **BREACH OF CONTRACT TERMS** (all contracts that exceed the simplified acquisition threshold as fixed at 41 USC 403(11). This threshold is presently set at \$100,000.)

Any violation or breach of terms of this contract on the part of the contractor or its subcontractors may result in the suspension or termination of this contract or such other action that may be necessary to enforce the rights of the parties of this agreement. The duties and obligations imposed by the Contract Documents and the rights and remedies available thereunder are in addition to, and not a limitation of, any duties, obligations, rights and remedies otherwise imposed or available by law.

3. **BUY AMERICAN PREFERENCES** (all AIP-funded projects, if this professional services agreement includes any manufactured product as a deliverable.)

BUY AMERICAN CERTIFICATION

The contractor agrees to comply with 49 USC § 50101, which provides that Federal funds may not be obligated unless all steel and manufactured goods used in AIP-funded projects are produced in the United States, unless the FAA has issued a waiver for the product; the product is listed as an Excepted Article, Material Or Supply in Federal Acquisition Regulation subpart 25.108; or is included in the FAA Nationwide Buy American Waivers Issued list.

A bidder or offeror must submit the appropriate Buy America certification (below) with all bids or offers on AIP funded projects. Bids or offers that are not accompanied by a completed Buy America certification must be rejected as nonresponsive.

Type of Certification is based on Type of Project:

There are two types of Buy American certifications.

- For projects for a facility, the Certificate of Compliance Based on Total Facility (Terminal or Building Project) must be submitted.
- For all other projects, the Certificate of Compliance Based on Equipment and Materials Used on the Project (Non-building construction projects such as runway or roadway construction; or equipment acquisition projects) must be submitted.

Certificate of Buy American Compliance for Total Facility

(Buildings such as Terminal, SRE, ARFF, etc.)

As a matter of bid responsiveness, the bidder or offeror must complete, sign, date, and submit this certification statement with their proposal. The bidder or offeror must indicate how they intend to comply with 49 USC § 50101 by selecting one of the following certification statements. These statements are mutually exclusive. Bidder must select one or the other (i.e. not both) by inserting a checkmark (✓) or the letter "X".

- ☐ Bidder or offeror hereby certifies that it will comply with 49 USC. 50101 by:
- a. Only installing steel and manufactured products produced in the United States; or
 - b. Installing manufactured products for which the FAA has issued a waiver as indicated by inclusion on the current FAA Nationwide Buy American Waivers Issued listing; or
 - c. Installing products listed as an Excepted Article, Material or Supply in Federal Acquisition Regulation Subpart 25.108.

By selecting this certification statement, the bidder or offeror agrees:

- 1. To provide to the Owner evidence that documents the source and origin of the steel and manufactured product.
 - 2. To faithfully comply with providing US domestic products
 - 3. To refrain from seeking a waiver request after establishment of the contract, unless extenuating circumstances emerge that the FAA determines justified.
- ☐ The bidder or offeror hereby certifies it cannot comply with the 100% Buy American Preferences of 49 USC § 50101(a) but may qualify for either a Type 3 or Type 4 waiver under 49 USC § 50101(b). By selecting this certification statement, the apparent bidder or offeror with the apparent low bid agrees:
- 1. To the submit to the Owner within 15 calendar days of the bid opening, a formal waiver request and required documentation that support the type of waiver being requested.
 - 2. That failure to submit the required documentation within the specified timeframe is cause for a non-responsive determination may results in rejection of the proposal.
 - 3. To faithfully comply with providing US domestic products at or above the approved US domestic content percentage as approved by the FAA.

4. To furnish US domestic product for any waiver request that the FAA rejects.
5. To refrain from seeking a waiver request after establishment of the contract, unless extenuating circumstances emerge that the FAA determines justified.

Required Documentation

Type 3 Waiver - The cost of components and subcomponents produced in the United States is more than 60% of the cost of all components and subcomponents of the “facility”. The required documentation for a type 3 waiver is:

- a. Listing of all manufactured products that are not comprised of 100% US domestic content (Excludes products listed on the FAA Nationwide Buy American Waivers Issued listing and products excluded by Federal Acquisition Regulation Subpart 25.108; products of unknown origin must be considered as non-domestic products in their entirety)
- b. Cost of non-domestic components and subcomponents, excluding labor costs associated with final assembly and installation at project location.
- c. Percentage of non-domestic component and subcomponent cost as compared to total “facility” component and subcomponent costs, excluding labor costs associated with final assembly and installation at project location.

Type 4 Waiver – Total cost of project using US domestic source product exceeds the total project cost using non-domestic product by 25%. The required documentation for a type 4 waiver is:

- a. Detailed cost information for total project using US domestic product
- b. Detailed cost information for total project using non-domestic product

False Statements: Per 49 USC § 47126, this certification concerns a matter within the jurisdiction of the Federal Aviation Administration and the making of a false, fictitious or fraudulent certification may render the maker subject to prosecution under Title 18, United States Code.

Date

Signature

Company Name

Title

* * * * *

Certificate of Buy American Compliance for Manufactured Products

(Non-building construction projects, equipment acquisition projects)

As a matter of bid responsiveness, the bidder or offeror must complete, sign, date, and submit this certification statement with their proposal. The bidder or offeror must indicate how they intend to comply with 49 USC § 50101 by selecting one on the following certification statements. These statements are mutually exclusive. Bidder must select one or the other (not both) by inserting a checkmark (✓) or the letter “X”.

- ☐ Bidder or offeror hereby certifies that it will comply with 49 USC § 50101 by:
- a. Only installing steel and manufactured products produced in the United States, or;
 - b. Installing manufactured products for which the FAA has issued a waiver as indicated by inclusion on the current FAA Nationwide Buy American Waivers Issued listing, or;
 - c. Installing products listed as an Excepted Article, Material or Supply in Federal Acquisition Regulation Subpart 25.108.

By selecting this certification statement, the bidder or offeror agrees:

- 1. To provide to the Owner evidence that documents the source and origin of the steel and manufactured product.
 - 2. To faithfully comply with providing US domestic product
 - 3. To furnish US domestic product for any waiver request that the FAA rejects
 - 4. To refrain from seeking a waiver request after establishment of the contract, unless extenuating circumstances emerge that the FAA determines justified.
- ☐ The bidder or offeror hereby certifies it cannot comply with the 100% Buy American Preferences of 49 USC § 50101(a) but may qualify for either a Type 3 or Type 4 waiver under 49 USC § 50101(b). By selecting this certification statement, the apparent bidder or offeror with the apparent low bid agrees:
- 1. To the submit to the Owner within 15 calendar days of the bid opening, a formal waiver request and required documentation that support the type of waiver being requested.
 - 2. That failure to submit the required documentation within the specified timeframe is cause for a non-responsive determination may result in rejection of the proposal.

3. To faithfully comply with providing US domestic products at or above the approved US domestic content percentage as approved by the FAA.
4. To refrain from seeking a waiver request after establishment of the contract, unless extenuating circumstances emerge that the FAA determines justified.

Required Documentation

Type 3 Waiver - The cost of the item components and subcomponents produced in the United States is more than 60% of the cost of all components and subcomponents of the “item”. The required documentation for a type 3 waiver is:

- a. Listing of all product components and subcomponents that are not comprised of 100% US domestic content (Excludes products listed on the FAA Nationwide Buy American Waivers Issued listing and products excluded by Federal Acquisition Regulation Subpart 25.108; products of unknown origin must be considered as non-domestic products in their entirety)
- b. Cost of non-domestic components and subcomponents, excluding labor costs associated with final assembly at place of manufacture.
- c. Percentage of non-domestic component and subcomponent cost as compared to total “item” component and subcomponent costs, excluding labor costs associated with final assembly at place of manufacture.

Type 4 Waiver – Total cost of project using US domestic source product exceeds the total project cost using non-domestic product by 25%. The required documentation for a type 4 of waiver is:

- a. Detailed cost information for total project using US domestic product
- b. Detailed cost information for total project using non-domestic product

False Statements: Per 49 USC § 47126, this certification concerns a matter within the jurisdiction of the Federal Aviation Administration and the making of a false, fictitious or fraudulent certification may render the maker subject to prosecution under Title 18, United States Code.

Date

Signature

Company Name

Title

4. **GENERAL CIVIL RIGHTS PROVISIONS (all contracts)**

The contractor agrees that it will comply with pertinent statutes, Executive Orders and such rules as are promulgated to ensure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or handicap be excluded from participating in any activity conducted with or benefiting from Federal assistance.

This provision binds the contractors from the bid solicitation period through the completion of the contract. This provision is in addition to that required of Title VI of the Civil Rights Act of 1964.

This provision also obligates the tenant/concessionaire/lessee or its transferee for the period during which Federal assistance is extended to the airport through the Airport Improvement Program, except where Federal assistance is to provide, or is in the form of personal property; real property or interest therein; structures or improvements thereon.

In these cases the provision obligates the party or any transferee for the longer of the following periods:

- a. The period during which the property is used by the airport sponsor or any transferee for a purpose for which Federal assistance is extended, or for another purpose involving the provision of similar services or benefits; or
- b. The period during which the airport sponsor or any transferee retains ownership or possession of the property.

5. **CIVIL RIGHTS-TITLE IV COMPLIANCE WITH NONDISCRIMINATION REQUIREMENTS (all AIP funded projects)**

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

1. **Compliance with Regulations:** The contractor (hereinafter includes consultants) will comply with the **Title VI List of Pertinent Nondiscrimination Statutes and Authorities**, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
2. **Non-discrimination:** The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.

3. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor's obligations under this contract and the Acts and the Regulations relative to Non-discrimination on the grounds of race, color, or national origin.
 4. **Information and Reports:** The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the sponsor or the Federal Aviation Administration to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the sponsor or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.
 5. **Sanctions for Noncompliance:** In the event of a contractor's noncompliance with the Non-discrimination provisions of this contract, the sponsor will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:
 - a. Withholding payments to the contractor under the contract until the contractor complies; and/or
 - b. Cancelling, terminating, or suspending a contract, in whole or in part.
 6. **Incorporation of Provisions:** The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with respect to any subcontractor or procurement as the sponsor or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the sponsor to enter into any litigation to protect the interests of the sponsor. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.
6. **CLEAN AIR AND WATER POLLUTION CONTROL** (all contracts that exceed \$100,000)

Contractors and subcontractors agree:

1. That any facility to be used in the performance of the contract or subcontract or to benefit from the contract is not listed on the Environmental Protection Agency (EPA) List of Violating Facilities;
2. To comply with all the requirements of Section 114 of the Clean Air Act, as amended, 42 U.S.C. 1857 et seq. and Section 308 of the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq. relating to inspection, monitoring, entry, reports, and information, as well as all other requirements specified in Section 114 and Section 308 of the Acts, respectively, and all other regulations and guidelines issued thereunder;
3. That, as a condition for the award of this contract, the contractor or subcontractor will notify the awarding official of the receipt of any communication from the EPA indicating that a facility to be used for the performance of or benefit from the contract is under consideration to be listed on the EPA List of Violating Facilities;
4. To include or cause to be included in any construction contract or subcontract which exceeds \$100,000 the aforementioned criteria and requirements.

7. CONTRACT WORKHOURS AND SAFETY STANDARDS ACT REQUIREMENTS (all contracts that exceed \$100,000)

1. Overtime Requirements.

No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic, including watchmen and guards, in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

2. Violation; Liability for Unpaid Wages; Liquidated Damages.

In the event of any violation of the clause set forth in paragraph (1) above, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph 1 above, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in

excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph 1 above.

3. Withholding for Unpaid Wages and Liquidated Damages.

The Federal Aviation Administration or the Sponsor shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any monies payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other Federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph 2 above.

4. Subcontractors.

The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraphs 1 through 4 and also a clause requiring the subcontractor to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs 1 through 4 of this section.

8. **CERTIFICATE REGARDING DEBARMENT AND SUSPENSION (BIDDER OR OFFEROR)** (all contracts that exceed \$25,000)

By submitting a bid/proposal under this solicitation, the bidder or offeror certifies that at the time the bidder or offeror submits its proposal that neither it nor its principals are presently debarred or suspended by any Federal department or agency from participation in this transaction.

9. **DISADVANTAGED BUSINESS ENTERPRISES** (all AIP-funded projects)

Contract Assurance (49 CFR § 26.13) - The contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy, as the recipient deems appropriate.

Prompt Payment (49 CFR §26.29)- The prime contractor agrees to pay each subcontractor under this prime contract for satisfactory performance of its contract no later than thirty (30) days from the receipt of each payment the prime contractor receives from the City. The prime contractor agrees further to return retainage payments to each subcontractor within thirty (30) days after the subcontractor's work is satisfactorily completed. Any delay or postponement of payment from the above referenced time frame

may occur only for good cause following written approval of the City. This clause applies to both DBE and non-DBE subcontractors.

10. FEDERAL FAIR LABOR STANDARDS ACT (FEDERAL MINIMUM WAGE) (all contracts)

All contracts and subcontracts that result from this solicitation incorporate the following provisions by reference, with the same force and effect as if given in full text. The contractor has full responsibility to monitor compliance to the referenced statute or regulation. The contractor must address any claims or disputes that pertain to a referenced requirement directly with the Federal Agency with enforcement responsibilities.

Requirement	Federal Agency with Enforcement Responsibilities
Federal Fair Labor Standards Act (29 USC 201)	U.S. Department of Labor – Wage and Hour Division

11. LOBBYING AND INFLUENCING FEDERAL EMPLOYEES (all AIP-funded projects)

The bidder or offeror certifies by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the bidder or offeror, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to

a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

12. OCCUPATIONAL SAFETY AND HEALTH ACT OF 1970 (all contracts)

All contracts and subcontracts that result from this solicitation incorporate the following provisions by reference, with the same force and effect as if given in full text. The contractor has full responsibility to monitor compliance to the referenced statute or regulation. The contractor must address any claims or disputes that pertain to a referenced requirement directly with the Federal Agency with enforcement responsibilities.

Requirement	Federal Agency with Enforcement Responsibilities
Occupational Safety and Health Act of 1970 (20 CFR Part 1910)	U.S. Department of Labor – Occupational Safety and Health Administration

13. RIGHTS TO INVENTIONS (all AIP-funded projects)

All rights to inventions and materials generated under this contract are subject to requirements and regulations issued by the FAA and the Sponsor of the Federal grant under which this contract is executed.

14. TERMINATION OF CONTRACT (contracts that exceed \$10,000)

1. The Sponsor may, by written notice, terminate this contract in whole or in part at any time, either for the Sponsor's convenience or because of failure to fulfill the contract obligations. Upon receipt of such notice services must be immediately discontinued (unless the notice directs otherwise) and all materials as may have been accumulated in performing this contract, whether completed or in progress, delivered to the Sponsor.
2. If the termination is for the convenience of the Sponsor, an equitable adjustment in the contract price will be made, but no amount will be allowed for anticipated profit on unperformed services.
3. If the termination is due to failure to fulfill the contractor's obligations, the Sponsor may take over the work and prosecute the same to completion by contract or otherwise. In such case, the contractor is liable to the Sponsor for any additional cost occasioned to the Sponsor thereby.
4. If, after notice of termination for failure to fulfill contract obligations, it is determined that the contractor had not so failed, the termination will be deemed

to have been effected for the convenience of the Sponsor. In such event, adjustment in the contract price will be made as provided in paragraph 2 of this clause.

5. The rights and remedies of the sponsor provided in this clause are in addition to any other rights and remedies provided by law or under this contract.

15. TRADE RESTRICTION CLAUSE (all AIP-funded projects)

The contractor or subcontractor, by submission of an offer and/or execution of a contract, certifies that it:

- a. is not owned or controlled by one or more citizens of a foreign country included in the list of countries that discriminate against U.S. firms published by the Office of the United States Trade Representative (USTR);
- b. has not knowingly entered into any contract or subcontract for this project with a person that is a citizen or national of a foreign country on said list, or is owned or controlled directly or indirectly by one or more citizens or nationals of a foreign country on said list;
- c. has not procured any product nor subcontracted for the supply of any product for use on the project that is produced in a foreign country on said list.

Unless the restrictions of this clause are waived by the Secretary of Transportation in accordance with 49 CFR 30.17, no contract shall be awarded to a contractor or subcontractor who is unable to certify to the above. If the contractor knowingly procures or subcontracts for the supply of any product or service of a foreign country on said list for use on the project, the Federal Aviation Administration may direct through the Sponsor cancellation of the contract at no cost to the Government.

Further, the contractor agrees that, if awarded a contract resulting from this solicitation, it will incorporate this provision for certification without modification in each contract and in all lower tier subcontracts. The contractor may rely on the certification of a prospective subcontractor unless it has knowledge that the certification is erroneous.

The contractor shall provide immediate written notice to the sponsor if the contractor learns that its certification or that of a subcontractor was erroneous when submitted or has become erroneous by reason of changed circumstances. The subcontractor agrees to provide written notice to the contractor if at any time it learns that its certification was erroneous by reason of changed circumstances.

This certification is a material representation of fact upon which reliance was placed when making the award. If it is later determined that the contractor or subcontractor knowingly rendered an erroneous certification, the Federal Aviation Administration may

direct through the Sponsor cancellation of the contract or subcontract for default at no cost to the Government.

Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by this provision. The knowledge and information of a contractor is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

This certification concerns a matter within the jurisdiction of an agency of the United States of America and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under Title 18, United States Code, Section 1001.

16. TEXTING WHEN DRIVING (all contracts)

In accordance with Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving" (10/1/2009) and DOT Order 3902.10 "Text Messaging While Driving" (12/30/2009), FAA encourages recipients of Federal grant funds to adopt and enforce safety policies that decrease crashes by distracted drivers, including policies to ban text messaging while driving when performing work related to a grant or sub-grant.

The Contractor must promote policies and initiatives for employees and other work personnel that decrease crashes by distracted drivers, including policies to ban text messaging while driving. The Contractor must include these policies in each third party subcontract involved on this project.

THE STATE OF TEXAS)
)
COUNTY OF EL PASO)

**ON-CALL
AGREEMENT FOR
PROFESSIONAL SERVICES**

This Agreement (“**Agreement**”) is made this ____ day of _____, 2022 by and between the **CITY OF EL PASO**, a municipal corporation organized and existing under the laws of the State of Texas, hereinafter referred to as the “**Owner**”, and **CQC TESTING AND ENGINEERING, LLC**, a Texas limited liability company, hereinafter referred to as the “**Consultant**”.

WHEREAS, the Owner intends to engage the Consultant to perform professional Geotechnical & Materials Testing services on a task order basis through the use of task orders referencing this Agreement, the scope of which is further described in **Attachment “A”**; and

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

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

**ARTICLE I
ATTACHMENTS**

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

Attachment “A”	Scope of Services
Attachment “B”	Consultant’s Fee Proposal and Hourly Rates
Attachment “C”	Intentionally Deleted
Attachment “D”	Payment and Deliverable Schedules
Attachment “E”	Insurance Certificate
Attachment “F”	Federal Aviation Administration contract provisions for Airport Improvement Program Projects

**ARTICLE II
PROJECT**

2.1 The Owner hereby agrees to retain the Consultant and the Consultant agrees to perform on-call professional services on a Task Order basis. Each individual Task Order will identify the Project (“**Project**”) and the total compensation due to each Project. The Task Order for each Project shall include the Scope of Services described in **Attachment “A”**.

2.2 For each Project, the Consultant shall comply with the City of El Paso Capital Improvement Department Construction Document Guidelines in effect on the execution date of this

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

- 2.3 The Consultant shall serve as the Owner's professional representative in those phases of the Project to which this Agreement applies and shall give consultation and advice to the Owner during the performance of services.
- 2.4 The Owner shall provide all available information to the Consultant, as to the Owner's requirements for each task order. The Owner shall also provide to the Consultant, all known information pertinent to the Project site, including previous reports and other data relative to design, such as "as-built" drawings or physical conditions now existing at the Project site. In performing its services, the Consultant will be entitled to rely upon the accuracy of the Owner provided information.
- 2.5 The Owner hereby designates the City Engineer of the City of El Paso as the Owner's representative with respect to the professional services to be provided by the Consultant pursuant to this Agreement. The City Engineer shall have complete authority to transmit instructions, receive information, interpret and define Owner's policies, and decisions with respect to materials, equipment, elements, and systems pertinent to the work covered by this Agreement. City Engineer will render written decisions within a five (5) working days time period.

ARTICLE III CONSULTANT FEES AND PROJECT BUDGET

3.1 PAYMENT TO CONSULTANT. The Owner shall pay to the Consultant an amount not to exceed **FIVE HUNDRED THOUSAND AND NO/00 DOLLARS (\$500,000.00)** for all basic services and reimbursables performed pursuant to this Agreement.

No services are being requested through this Agreement, nor shall any indebtedness accrue through the mere execution of this Agreement.

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

Payments to the Consultant shall be made pursuant to **Attachment "D"**.

3.2 INTENTIONALLY DELETED.

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

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

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

3.4 PROJECT BUDGET. The Consultant acknowledges that the budget and time for each Project will be identified in each Task Order.

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

ARTICLE IV PERIOD OF SERVICE AND TERMINATION

4.1 PERIOD OF SERVICE. The term of this Agreement shall be for a period not to exceed **two (2) years** from the date first shown above. The services called for by each Task Order shall begin upon the issuance of a Notice to Proceed from the City Engineer and shall continue through the completion of the construction of the Project, including any required extensions beyond the contract time for construction of the Project, as may be directed by the Owner.

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

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

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

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

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

ARTICLE V INSURANCE AND INDEMNIFICATION

5.1 INSURANCE. Consultant shall not commence work under this Agreement until the Consultant has obtained the required insurance and such insurance has been approved by the Owner. The Consultant shall maintain the required insurance throughout the term of this Agreement. Failure to maintain said insurance shall be considered a material breach of this Agreement.

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

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

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

a) **COMMERCIAL GENERAL LIABILITY**

\$1,000,000.00 Per Occurrence

\$2,000,000.00 General Aggregate

\$2,000,000.00 Products/Completed Operations Aggregate

\$1,000,000.00 Personal and Advertising Injury

Personal Injury or Death & Property Damage

\$1,000,000.00 per occurrence combined single limit for bodily injury and property damage.

General Aggregate

\$1,000,000.00

\$1,000,000.00 per occurrence

c) **AUTOMOBILE LIABILITY**

Combined Single Limit

\$1,000,000.00 per accident

5.1.3 PROFESSIONAL LIABILITY INSURANCE. The Consultant shall procure and shall maintain, at the Consultant’s sole expense, Professional Liability Insurance for the benefit of the Owner to cover the errors and omissions of the Consultant, its principals or officers, agents or employees in the performance of this Agreement with a limit of ONE MILLION AND 00/100 DOLLARS (\$1,000,000.00) on a claims made basis.

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

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

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

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

5.2 INDEMNIFICATION. To the fullest extent permitted by law, Consultant shall indemnify, defend and hold harmless Owner, and Owner’s officers, directors, partners, agents consultants, and employees from and against any claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court, arbitration, or other dispute resolution costs) arising out of or relating to the Project, provided that any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), but only to the extent caused by any negligent act or omission of Consultant or Consultant’s officers, directors, partners, agents, consultants or employees. This indemnification provision is subject to and limited by the provisions agreed to by Owner and Consultant, as noted below. The Consultant shall not be responsible for any acts of any of the City’s Independent Project Managers.

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

5.2.1 CONSULTANT’S LIABILITY LIMITED TO AMOUNT OF INSURANCE REQUIREMENTS. Consultant shall procure and maintain insurance as required by and set forth in the terms and conditions of this Agreement. Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by law, the total liability, in the aggregate, of Consultant and Consultant’s officers, directors, partners, employees, agents, and consultants (hereafter referred to collectively as “Consultant”), to Owner and anyone claiming by through, or under Owner for any and all claims, losses, costs, or damages, whatsoever arising out of, resulting from or in any way related to the Project or the Agreement from any cause or causes, including but not limited to the negligence, professional errors or omissions, strict liability or breach of contract, or warranty express or implied of Consultant (hereafter “Owner’s Claims”), shall not exceed the total insurance proceeds paid on behalf of or to Consultant by Consultant’s insurers in settlement or satisfaction of Owner’s Claims under the terms and conditions of Consultant’s insurance policies applicable thereto (excluding fees, costs and expenses of investigation, claims adjustment, defense, and appeal). If no such insurance coverage is provided with respect to Owner’s Claims, then the total liability, in the aggregate, of Consultant to Owner and anyone claiming by, through, or under Owner for any and all such uninsured Owner’s claims shall not exceed \$250,000.00 per person or \$500,000.00 per incident with property damage liability limited to \$100,000.00 per incident.

ARTICLE VI FEDERAL AND STATE PROVISIONS

6.1 COMPLIANCE WITH APPLICABLE LAWS – FEDERAL AND STATE FUNDING REQUIREMENTS.

Consultant, at Consultant's sole expense, agrees that it will operate and perform its responsibilities and covenants under this Agreement in accordance with applicable laws, rules, orders, ordinances, directions, regulations and requirements of federal, state, county and municipal authorities, now in force or which may hereafter be in force, including, but not limited to, those which shall impose any duty upon the Owner or Consultant with respect to the use of federal and state funds and nondiscrimination in the administration of contracts which are funded, in whole or in part, with federal and state funds.

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

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

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

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

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

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

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

6.1.2 DBE GOOD FAITH EFFORTS. The requirements of 49 CFR Part 26, regulations of the U.S. DOT, applies to this contract. It is the policy of the Owner to practice nondiscrimination based on race, color, sex or national origin in the award of performance of this contract. All firms qualifying under this solicitation are encouraged to submit proposals. Award of this contract will be conditioned upon satisfying the requirements of this proposal. These requirements apply to all offerors, including those

who qualify as a DBE. A DBE contract goal will be identified pursuant to the federal funding requirements for an individual task order established for this contract. The offeror shall make good faith efforts, as defined in Appendix A, 40 CFR Part 26, to meet the contract goal for DBE participation in the performance of this Agreement.

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

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

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

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

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

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

materials or leases of equipment, each potential subcontractor or supplier shall be notified by Consultant of Consultant's obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.

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

ARTICLE VII GENERAL PROVISIONS

7.1 CONTRACT TIME. Consultant understands and agrees to provide all professional services and deliverables requested herein, as expeditiously as is consistent with professional skill and care, and to use its best efforts to complete all phases of this Agreement within the time schedules indicated within **Attachment "D"**. The Consultant shall timely notify the City Engineer of any delay beyond its control and the City Engineer shall extend the time schedule in the event of delays which the City Engineer reasonably determines are beyond the control of the Consultant. The Consultant will perform these services with reasonable diligence and expediency consistent with sound professional practices and consistent with the schedule provided in **Attachment "D"**.

7.2 INTENTIONALLY DELETED.

7.3 CONSULTANT'S QUALITY OF WORK. The Owner's review of any documents prepared by the Consultant is only general in nature and its option to approve and accept the work in no way relieves the Consultant of responsibility for any specific deficiencies in its professional service. The Consultant's services shall be performed with the professional skill and care ordinarily provided by competent engineers or architects practicing under the same or similar

circumstances and professional license and as expeditiously as is prudent considering the ordinary professional skill and care of a competent engineer or architect and the orderly progress of the Project and in accordance with the time periods established in **Attachment "D"** and which shall be adjusted, if necessary, as the project proceeds. This schedule shall include allowances for periods of time required for the Owner's review, for the performance of the Owner's consultants, and for approval of submissions by authorities having jurisdiction over the project. The identified time limits shall not, except for reasonable cause, be exceeded by the Consultant or Owner.

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

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

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

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

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

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

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

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

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

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

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

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

To the Consultant: CQC Testing and Engineering, LLC
 Jaime Rojas, President/Principal
 4606 Titanic Ave.
 El Paso, TX 79904

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

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

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

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

WITNESS THE FOLLOWING SIGNATURES AND/OR SEALS:

CITY OF EL PASO:

Tomás González
City Manager

APPROVED AS TO FORM:

Leslie B. Jean-Pierre

Leslie B. Jean-Pierre
Assistant City Attorney

APPROVED AS TO CONTENT:

Jerry DeMuro/for

Assistant Director Capital Improvement
Samuel Rodriguez, P.E., City Engineer
Capital Improvement Department

(Acknowledgment)

THE STATE OF TEXAS §
 §
COUNTY OF EL PASO §

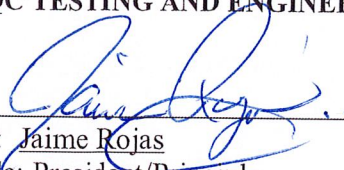
This instrument was acknowledged before me on this _____ day of _____, 2022,
by **Tomás González**, as **City Manager** of the **City of El Paso**, Texas.

Notary Public, State of Texas

My commission expires:

(Signatures continue on following page)

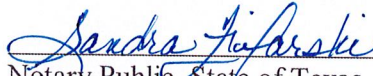
CONSULTANT:
CQC TESTING AND ENGINEERING, LLC.


By: Jaime Rojas
Title: President/Principle

(Acknowledgment)

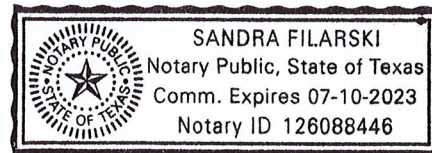
THE STATE OF TEXAS §
 §
COUNTY OF EL PASO §

This instrument was acknowledged before me on this 7th day of Feb., 2022,
by Jaime Rojas, as President/Principal of CQC Testing and Engineering, LLC.


Notary Public, State of Texas

My commission expires:

07/10/2023



ATTACHMENT "A"
SCOPE OF SERVICES

Attachment A

SCOPE OF SERVICES

The firm is to perform all phases of geotechnical and geological investigation, testing, analysis, and design services from conceptual through final design and construction. The anticipated projects under these selections may include roadways, parking lots/structures, quality of life, public safety, and other municipal facilities. Anticipated activities include, but are not limited to:

- Site investigation and characterization
- Installing soil borings and collecting soil and ground water samples
- Locating utilities, underground structures such as manholes, concrete pavement, monuments, railroad tracks, etc. and potholing
- Evaluating site materials
- Installing and monitoring of geotechnical instrumentation
- Forensic evaluation of settlement of existing structures, pavement, and other material failures
- Soil slope stability analyses (i.e., berms, embankments and cut slopes) and development of recommendations for slope construction (i.e., slope angles, protection, anchoring, backfilling material requirements and compaction), slope protection or stabilization methods to mitigate slope erosion and maintenance
- Determining of lateral earth pressure coefficients for below grade and retaining wall structures
- Identifying trench safety considerations for ground vibration and movement monitoring during construction
- Identifying of considerations for construction of structures in areas of shallow groundwater, dewatering, and short and long-term groundwater monitoring
- Reviewing existing geotechnical data and background information
- Developing conceptual design or layout in support of the geotechnical recommendation
- Providing geotechnical recommendations for expansion of existing facilities and new facility construction
- Implementing creative and innovative approaches to address project requirements.
- Geotechnical laboratory testing as appropriate, including but not limited to the following:

Materials Sampling and Testing: Concrete compressive strength ASTM-C39, concrete and asphalt coring, Hot Mix Asphaltic Concrete (HMAC) molding for flow/stability, extraction/gradation, Marshall density /stability and flow, field density ASTM-D6938, base course proctor, SA, PI (w/D-4718 oversize correction) and field density base course ASTM D 6938

Earthwork Sampling and Testing of select fill, backfill, and existing subgrade materials for determination of moisture-density relationship (Proctor) ASTM-D698 or D1557, grain size distribution, #200 Test ASTM-D6913 & D1140, Atterburg Limits (PI) ASTM-D4318 - field density ASTM-D1566, soil corrosivity ASTM STP 741, and ASTM STP1013, field measurement of soil resistivity ASTM G 57-78 and ASTM G 51-84 as appropriate, and trenching, subgrade and base course compaction testing

Other materials testing as requested including but not limited to:

- Roofing moisture, withdrawal resistance of mechanical fasteners, and wind uplift
- Visual, acoustics, radiographic, dye penetrants, magnetic particle (ferrous metal only) weld testing
- Mill thickness, lead for paint materials
- Subgrade and drainage design
- Stability, settlement, and foundation design
- Performing geotechnical construction observation and testing during construction
- Preparing geotechnical reports, design plans, and specifications
- Coordinating with other design disciplines or parties

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



"EXHIBIT B"

**CQC Testing and Engineering, L.L.C.
Solicitation #2022-0225R Geotechnical and Materials Testing Services for
El Paso Streets and Maintenance Department
General Unit Rate Fee Schedule**

A. PROFESSIONAL SERVICES

Unit Rates*

1. Principal Engineer	\$110.00 /hr.
2. Senior Geotechnical Project Engineer	\$95.00 /hr.
3. Project Engineering Manager	\$90.00 /hr.
4. Project Engineer	\$88.00 /hr.
5. Project Engineer, EIT	\$68.00 /hr.
6. Senior Geologist, P.G.	\$115.00 /hr.
7. Geologist	\$70.00 /hr.
8. Laboratory and Field Manager	\$75.00 /hr.
9. Senior Technician	\$75.00 /hr.
10. Field and Laboratory Technician - Level I	\$45.00 /hr.
11. Field and Laboratory Technician - Level II	\$50.00 /hr.
12. Field and Laboratory Technician - Level III	\$60.00 /hr.
13. Field and Laboratory Technician - Level IV	\$65.00 /hr.
14. Field and Laboratory Technician - Level V	\$75.00 /hr.
15. Project RPR Inspector	\$85 - 110.00 /hr.
16. Certified Erected Steel Field Welds Observation Inspector-CWI	\$90- 110.00 /hr.
17. Certified Welds Observation Inspector-CWI, Level II, UT	\$100 - \$135.00 /hr.
18. Drafting Technician	\$40.00 /hr.
19. Sr. Administrative Assistant	\$50.50 /hr.
20. Clerical	\$40.00 /hr.
21. Sub-Consultant Services (As Requested for Special Tasks)**	At Cost plus 10%

** - (i.e., GPR Scanning, Roofing, Welds, Paint & Primer, Mechanical, Electrical, Surveying Services and Other Special Tasks)

* Note: (1) - Contract rates beyond two years shall include a 4.2% escalation rate increase, as approved by City of El Paso

(2) - General Administrative and Overhead Rate: 1.975%

(3) - Contract rates were established with a base labor rate multiplier of 2.20

• Profit Rate - 10%

(4) - OT charges beyond normal working hours and holidays shall be billed at 1.25% times the normal rates, if approved.

(5) - Outside Services and reimbursables will be billed at Cost + 10%

(6) - Professional Services Labor Rates shall be applied when unit rates for testing do not apply and only if approved by Client.

B. GEOTECHNICAL DRILLING AND FIELD EVALUATION SERVICES

Unit Rates

1. Standard Auger Drilling Rig Soil Borings with S.S. Sampling	\$14.50 - 17.00 /ft.
2. Auger Drilling Rig Soil Borings with Sampling from Auger Flights	\$10.00 - 12.50 /ft.
3. Drilling with All Terrain Track Drill Rig	\$18.50 - 35.00 /ft.
4. Air Rotary or Mud Rotary Drilling	\$35.00 - 55.00 /ft.
5. NW Rock Coring and Sampling	\$75.00 - \$85.00 /ft.
6. Split Spoon Testing and/or Texas Cone Penetrometer Testing	\$16.50 /ea.
7. Shelby Tube Sample	\$35.00 /ea.
8. DCP Tests	\$100.00 /ea.
9. Hand Auger Borings, per hr.	\$110.00 /hr.
10. Concrete or HMAC Coring, ea.	\$196.00 /ea.
11. Concrete or HMAC Patch, ea.	\$25.00 /ea.
12. Generator Charge, per day	\$90.00 /day

"EXHIBIT B"

CQC Testing and Engineering, L.L.C.

**Solicitation #2022-0225R Geotechnical and Materials Testing Services for
El Paso Streets and Maintenance Department
General Unit Rate Fee Schedule**

	<u>Unit Rates</u>
13. DCP and Hand Auger Charge, per day	\$190.00 /day
14. Installation of Monitoring Wells or Piezometer Wells	At Cost +10%
15. Local Auger Drill Rig and Crew Mob., within city limits	\$350.00 - \$600.00 /ea.
16. Out of Town Track Drilling Rig Mob.	At Cost +10%
17. Out of Town Per Diem, per person	\$36.00 - \$55.00 /day
18. Material Supply Costs and Equipment Rental, if required	At Cost +10%
19. Support Vehicle, within city limits	75.00 /day
20. Vehicle Mileage (Indicated rate or current approved City of El Paso rate)	\$0.56 /mile
21. Borehole Grouting, up to 10 feet from bgs.	\$6.00 /foot
22. Misc. Drilling Costs (Drilling Fluids Disposal, Borehole Abandoning, Sample Boxes, Full Boring Depth Grouting, Lodging).	At Cost +10%
23. Traffic Control Costs	At Cost +10%

C. LABORATORY and FIELD CONSTRUCTION MATERIALS TESTING SERVICES

SOIL SAMPLING AND TESTING

Unit Rates

1. Vehicle Trip Charge, within city limits, does not include tech travel time.	\$50.00 - \$85.00 /trip
2. Moisture/Density Relationship (Methods: ASTM D698/1557) including Lab Soil Sample Preparation, Molding, M-D Curve, Reporting 1/2 hr. of on site tech time for sampling and reporting	\$275.00 /ea.
3. TXDOT - M/D Relationship (Methods: TEX 113-E/ 114-E) including Lab Soil Sample Preparation, Molding, M-D Curve, Reporting 1/2 hr. of on site tech time for sampling and reporting	\$295.00 /ea.
4. Atterberg Limits Test - Plasticity Index, only test if required	\$55.00 /ea.
5. Soil Sieve Analysis, only test if required	\$85.00 /ea.
6. Hydrometer Analysis of Fine Soils	\$185.00 /ea.
7. TXDOT Linear Bar Shrinkage Test, TEX 107 E	\$85.00 /ea.
8. TXDOT Wet Ball Mill Test, TEX 107 E	\$240.00 /ea.
9. Soil Moisture Content Test, Method: ASTM D2216	\$13.00 /ea.
10. Field Density Tests - 3 min. per trip (Method: Nuclear Density Gage); includes 1 hr. of on-site tech-time for testing, reporting, Stand by time shall be applied at the applicable rate after 1 hour.	\$34.00 /ea.
11. Sand Cone In-Place Density Test, 3 min. per trip	\$60.00 /ea.
12. Laboratory Soil California Bearing Ratio Test, 2 pt.	\$350.00 /ea.
13. Soil Consolidation Test, Method: ASTM D2434	\$550.00 /ea.
14. One Dimensional Swell Test, Method ASTM D4546	\$185.00 /ea.
15. Permeability Test, Flexible Wall (Triaxial), Method: ASTM D5084.	\$550.00 /ea.
16. Laboratory Soil pH and Electrical Resistivity Test	\$120.00 /ea.
17. Soil Unconfined Compressive Strength Test	\$85.00 /ea.
18. Soil Direct Shear Test, 3 points	\$550.00 /ea.
19. Bar Linear Shrinkage of Soils, TEX 107-E	\$60.00 /ea.
20. Sand Equivalent Test, TEX 203-F	\$85.00 /ea.
21. Specific Gravity of Soils and/or Rock Corrections	\$84.00 /ea.
22. TXDOT Triaxial Compression Test, TEX 117 E	\$1,650.00 /ea.

CONCRETE SAMPLING AND TESTING

Unit Rates

23. Vehicle Trip Charge, within city limits, does not include tech travel time.	\$50.00 - \$85.00 /trip
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"EXHIBIT B"

CQC Testing and Engineering, L.L.C.

**Solicitation #2022-0225R Geotechnical and Materials Testing Services for
El Paso Streets and Maintenance Department
General Unit Rate Fee Schedule**

24. Concrete Compressive Strength Testing: 5 concrete cylinders per set (Includes: 1 hr. tech-time, slump, temperature, pick-up, reporting, additional tech stand by time applied after 1 hour).	\$260.00 /set
25. Air Content and Additional Slump Tests, (does not include additional tech-time, stand-by time, if required).	\$22.00 /ea.
26. Additional Cylinder Samples	\$22.00 /ea.
27. Unit Weight and Yield Tests	\$60.00 /ea.
28. Concrete Mix Designs	As Requested
29. Concrete Beams Flexural Strength Tests (Beams) 4 min. per trip (Includes: 1 hr. tech-time, slump, temperature, pick-up, reporting, additional tech stand by time applied after 1 hour).	\$65.00 /ea.
30. Floor Flatness / Levelness Testing	\$1,200.00 /day
31. Floor Flatness Equipment Rental	\$500.00 /day

ASPHALTIC-CONCRETE MATERIALS SAMPLING AND TESTING

Unit Rates

1. Vehicle Trip Charge, within city limits, does not include tech travel time.	\$50.00 - \$85.00 /trip
2. Asphaltic-Concrete (AC) Extraction, Gradation, Bitumen Content, Marshall Stability & Flow Lab Testing and reporting.	\$310.00 /ea.
3. Superpave Gyratory Compacted AC Samples	\$48.00 /ea.
4. AC Maximum Theoretical Specific Gravity Lab Test (Rice)	\$97.00 /ea.
5. AC Material Sample Pick-Up, Up to 1 hour of on site tech time	\$75.00 /hr.
6. AC Mat Surface Density Tests - 3 min. per trip (Nuclear Density Gage); includes 1 hr. of on-site tech-time for testing, reporting, Stand by time shall be applied at the applicable rate after 1 hour.	\$34.00 /ea.
7. Coring of Asphaltic Concrete, Determine Thickness & Density 3 cores minimum per trip and reporting.	\$90.00 /ea.
8. Senior Technician time for Material Supplier Plant Observation and Evaluation of Supplied HMA Materials (Rolling Patterns)	\$68.00 /hr.
9. Indirect Tensile Strength of HMA Samples, 3 minimum, 1 hour of tech lab time and reporting.	\$63.00 /ea.
10. Hamburg Wheel-Tracking Test, TEX 242-F	\$650.00 /ea.

MORTAR AND GROUT SAMPLING AND TESTING

Unit Rates

1. Vehicle Trip Charge, within city limits, does not include tech travel time.	\$50.00 - \$85.00 /trip
2. Grout Prisms Compressive Strength Testing: 4 prisms per set (Includes: 1 hr. tech-time, slump, temperature, pick-up charge, reporting, additional tech stand by time applied after 1 hour).	\$260.00 /set

"EXHIBIT B"

**CQC Testing and Engineering, L.L.C.
Solicitation #2022-0225R Geotechnical and Materials Testing Services for
El Paso Streets and Maintenance Department
General Unit Rate Fee Schedule**

	<u>Unit Rates</u>
3. Mortar Cubes Compressive Strength Testing: <u>3</u> cubes per set (Includes: 1 hr. tech-time, temperature, pick-up charge, reporting, additional tech stand by time applied after 1 hour).	\$250.00 /set
4. Compressive Strength of Masonry Units, per block	\$85.00 /ea.
5. Absorption of Masonry Units, per block	\$53.00 /ea.
6. Mortar / Grout Mix Designs	As Requested

AGGREGATES SAMPLING AND TESTING

	<u>Unit Rates</u>
1. Vehicle Trip Charge, within city limits, does not include tech travel time.	\$50.00 - \$85.00 /trip
2. Gradation	\$85.00 /ea.
3. Soundness, 5 cycles - Sodium or Magnesium	\$230.00 /ea.
4. LA Abrasion	\$275.00 /ea.
5. Degradation of Coarse Aggregates by Micro-Deval Abrasion	\$275.00 /ea.
6. Specific Gravity and Absorption	\$90.00 /ea.
7. Clay Lumps/Friable Particles and/Organic Impurities	\$65.00 /ea.
8. Flat/Elongated Particles	\$65.00 /ea.
9. Fractured Face Count	\$65.00 /ea.
10. Determining Chloride and Sulfate Content in Soils	\$95.00 /ea.

D. OTHER TECHNICAL PROFESSIONAL SERVICES

	<u>Unit Rates</u>
1. "Call-Out" Basis - Site Steel Welding Observations - Certified Technician (CWI) Steel and Weld Observations, min. 4 hours per trip (Does not include equipment/rental such as scissor lifts or NDT Testing, if required).	\$90- 110.00 /hr.
2. "Call-Out" Basis - Ultrasonic Testing - Certified Technician Steel and Weld Observations, min. 8 hours per trip (Does not include equipment/rental such as scissor lifts).	\$100 - \$135.00 /hr.
3. Soil Percolation Tests (does not include pipe costs, drilling or soil classification). Max. depth 10 feet.	\$500.00 /ea.
4. Seismic Refraction and Ground Penetrating Radar Evaluations	At Cost + 10%
5. Deep Foundation Drilling and Placement Observation and Inspections.	\$85.00 /hr.
6. Pier or Auger Cast Pile Load Test Observations and Evaluation	\$85.00 /hr.
7. Grout Flow Testing	\$22.00 /ea.
8. Placement Observation and Testing of Engineering Fill Materials	\$60.00 /hr.

E. OTHER INDIRECT COSTS

1. Other Costs (Special Lab Testing, Shipping, Rental or Equipment Insurance, etc.)	At Cost +10%
2. Project Administration Fee: Includes; Clerical Time, Report Reproduction and Mailing Costs, <u>4.5%</u> of earned fee shall be applied to each invoice.	<u>4.5%</u> Applied to Each Issued Invoice

Charges will be assessed only for actual tests performed and services rendered. This proposal does not include services conducted on Sundays, Saturdays or holidays or not within regular working hours (7:00 am to 5:00 pm) from Monday through Friday. Our services on Sundays, Saturdays or holidays, or not within working hours will be invoiced at 1.25 times the unit rates presented within this fee schedule.

**ATTACHMENT “C”
INTENTIONALLY DELETED**

ATTACHMENT "D"
PAYMENT AND DELIVERABLE SCHEDULES

PAYMENT SCHEDULE

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

Fixed fee Payment to Consultant

Report Phase	To be determined by Task Order
Preliminary Design Phase	To be determined by Task Order
Pre-Final Design Phase	To be determined by Task Order
Final Design Phase	To be determined by Task Order
Bidding Phase	To be determined by Task Order
Construction Phase	To be determined by Task Order

Time and materials shall be billed to Owner by Consultant pursuant to the schedule provided in the consultant's proposal found in **Attachment "B"**. The time shown in **Attachment "B"** is an estimate.

Payment for each Phase shall be made on a monthly basis. The Owner shall make payments upon presentation of the Consultant's detailed Invoice and a Consulting Summary and Progress Report and the Owner's written approval.

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

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

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

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

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

**ATTACHMENT “D”
PAYMENT AND DELIVERABLE SCHEDULES**

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

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

DELIVERABLE SCHEDULE

To be determined by Task Order.

ATTACHMENT “E”
Insurance



CQCTEST-01

MMAHONEY

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

1/6/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER License # 4682 Hub International Insurance Services 601 N. Mesa, Suite 1550 El Paso, TX 79901		CONTACT NAME: Megan Mahoney PHONE (A/C, No, Ext): (915) 206-6045 FAX (A/C, No): (866) 399-3972 E-MAIL ADDRESS: megan.mahoney@hubinternational.com		
INSURED CQC Testing and Engineering, LLC 4606 Titanic El Paso, TX 79904		INSURER(S) AFFORDING COVERAGE		NAIC #
		INSURER A : Charter Oak Fire Insurance Company		25615
		INSURER B : The Travelers Indemnity Company		25658
		INSURER C : Travelers Property Casualty Company of America		25674
		INSURER D : Admiral Insurance Company		24856
		INSURER E : Capitol Specialty Insurance Corporation		10328
		INSURER F :		

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY			680-1J918282	6/10/2021	6/10/2022	EACH OCCURRENCE \$ 2,000,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR		DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000				
			MED EXP (Any one person) \$ 5,000				
			PERSONAL & ADV INJURY \$ 2,000,000				
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE \$ 4,000,000
	<input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC						PRODUCTS - COMP/OP AGG \$ 4,000,000
	OTHER:						\$
B	AUTOMOBILE LIABILITY			BA-8R454046-21-47-G	6/10/2021	6/10/2022	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS		BODILY INJURY (Per person) \$				
	<input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY		BODILY INJURY (Per accident) \$				
			PROPERTY DAMAGE (Per accident) \$				
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR			CUP-7K239149	6/10/2021	6/10/2022	EACH OCCURRENCE \$ 10,000,000
	<input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE		AGGREGATE \$ 10,000,000				
	<input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000		\$				
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			UB-6K08380A	6/10/2021	6/10/2022	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	<input type="checkbox"/> Y / <input type="checkbox"/> N	E.L. EACH ACCIDENT \$ 1,000,000				
	If yes, describe under DESCRIPTION OF OPERATIONS below	N / A	E.L. DISEASE - EA EMPLOYEE \$ 1,000,000				
			E.L. DISEASE - POLICY LIMIT \$ 1,000,000				
D	Errors & Omissions			EO000044657-04	6/10/2021	6/10/2022	Each Limit 2,000,000
E	Pollution			EV20181742-04	6/10/2021	6/10/2022	See Below

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

The General Liability and Automobile policies Includes a blanket automatic additional insured endorsement or policy terms that provide additional insured status to the Certificate Holder and organization named in a contract or agreement, with a waiver of subrogation.

The General Liability, Automobile and Workers Compensation policies includes a blanket notice of cancellation to certificate holders endorsement, providing for 30 days' advance notice if the policy is canceled by the company other than for nonpayment of premium, 10 days' notice after the policy is canceled for nonpayment of premium. Notice is sent to certificate holders with mailing addresses on file with the agent or the company.

SEE ATTACHED ACORD 101

CERTIFICATE HOLDER

CANCELLATION

City of El Paso 811 Texas Avenue El Paso, TX 79901	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE

ACORD 25 (2016/03)

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ATTACHMENT “F”

ATTACHMENT "F"

FEDERAL AVIATION ADMINISTRATION (FAA) CONTRACT PROVISIONS

In this Attachment "F", the term "Contractor" shall refer to the "Consultant", and the term "Airport Sponsor" shall refer to the "City".

If there are any conflicts between the terms and conditions of Attachment "F" and Article VI of the Agreement, the terms and conditions of Attachment "F" will prevail.

A. GENERAL REQUIREMENT FOR CONTRACT

1. The contractor (including all subcontractors) are required to insert these contract provisions in each contract and subcontract, and further require that the clauses be included in all subcontracts;
2. The contractor (or subcontractor) is required to incorporate applicable requirements of these contract provisions by reference for work done under any purchase orders, rental agreements and other agreements for supplies or services;
3. The contractor is responsible for compliance with these contract provisions by any subcontractor, lower-tier subcontractor or service provider; and
4. The contractor (or subcontractor) shall not modify the provisions.

Subject to the applicability criteria noted in the specific contract provisions, these contract provisions apply to all work performed on the contract.

B. FAILURE TO COMPLY

Failure to comply with the terms of these contract provisions may be sufficient grounds to:

1. Withhold progress payments or final payment,
2. Terminate the contract,
3. Seek suspension/debarment, or
4. Any other action determined to be appropriate by the Airport Sponsor or the FAA.

C. CONTRACT PROVISIONS

1. ACCESS TO RECORDS AND REPORTS (all AIP-funded projects)

The Contractor must maintain an acceptable cost accounting system. The Contractor agrees to provide the Sponsor, the Federal Aviation Administration, and the Comptroller General of the United States or any of their duly authorized

representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to the specific contract for the purpose of making audit, examination, excerpts and transcriptions. The Contractor agrees to maintain all books, records and reports required under this contract for a period of not less than three years after the final payment is made and all pending matters are closed.

2. **BREACH OF CONTRACT TERMS** (all contracts that exceed the simplified acquisition threshold as fixed at 41 USC 403(11). This threshold is presently set at \$100,000.)

Any violation or breach of terms of this contract on the part of the contractor or its subcontractors may result in the suspension or termination of this contract or such other action that may be necessary to enforce the rights of the parties of this agreement. The duties and obligations imposed by the Contract Documents and the rights and remedies available thereunder are in addition to, and not a limitation of, any duties, obligations, rights and remedies otherwise imposed or available by law.

3. **BUY AMERICAN PREFERENCES** (all AIP-funded projects, if this professional services agreement includes any manufactured product as a deliverable.)

BUY AMERICAN CERTIFICATION

The contractor agrees to comply with 49 USC § 50101, which provides that Federal funds may not be obligated unless all steel and manufactured goods used in AIP-funded projects are produced in the United States, unless the FAA has issued a waiver for the product; the product is listed as an Excepted Article, Material Or Supply in Federal Acquisition Regulation subpart 25.108; or is included in the FAA Nationwide Buy American Waivers Issued list.

A bidder or offeror must submit the appropriate Buy America certification (below) with all bids or offers on AIP funded projects. Bids or offers that are not accompanied by a completed Buy America certification must be rejected as nonresponsive.

Type of Certification is based on Type of Project:

There are two types of Buy American certifications.

- For projects for a facility, the Certificate of Compliance Based on Total Facility (Terminal or Building Project) must be submitted.
- For all other projects, the Certificate of Compliance Based on Equipment and Materials Used on the Project (Non-building construction projects such as runway or roadway construction; or equipment acquisition projects) must be submitted.

Certificate of Buy American Compliance for Total Facility

(Buildings such as Terminal, SRE, ARFF, etc.)

As a matter of bid responsiveness, the bidder or offeror must complete, sign, date, and submit this certification statement with their proposal. The bidder or offeror must indicate how they intend to comply with 49 USC § 50101 by selecting one of the following certification statements. These statements are mutually exclusive. Bidder must select one or the other (i.e. not both) by inserting a checkmark (✓) or the letter "X".

- ☐ Bidder or offeror hereby certifies that it will comply with 49 USC. 50101 by:
- a. Only installing steel and manufactured products produced in the United States; or
 - b. Installing manufactured products for which the FAA has issued a waiver as indicated by inclusion on the current FAA Nationwide Buy American Waivers Issued listing; or
 - c. Installing products listed as an Excepted Article, Material or Supply in Federal Acquisition Regulation Subpart 25.108.

By selecting this certification statement, the bidder or offeror agrees:

1. To provide to the Owner evidence that documents the source and origin of the steel and manufactured product.
 2. To faithfully comply with providing US domestic products
 3. To refrain from seeking a waiver request after establishment of the contract, unless extenuating circumstances emerge that the FAA determines justified.
- ☐ The bidder or offeror hereby certifies it cannot comply with the 100% Buy American Preferences of 49 USC § 50101(a) but may qualify for either a Type 3 or Type 4 waiver under 49 USC § 50101(b). By selecting this certification statement, the apparent bidder or offeror with the apparent low bid agrees:
1. To the submit to the Owner within 15 calendar days of the bid opening, a formal waiver request and required documentation that support the type of waiver being requested.
 2. That failure to submit the required documentation within the specified timeframe is cause for a non-responsive determination may results in rejection of the proposal.
 3. To faithfully comply with providing US domestic products at or above the approved US domestic content percentage as approved by the FAA.

4. To furnish US domestic product for any waiver request that the FAA rejects.
5. To refrain from seeking a waiver request after establishment of the contract, unless extenuating circumstances emerge that the FAA determines justified.

Required Documentation

Type 3 Waiver - The cost of components and subcomponents produced in the United States is more than 60% of the cost of all components and subcomponents of the "facility". The required documentation for a type 3 waiver is:

- a. Listing of all manufactured products that are not comprised of 100% US domestic content (Excludes products listed on the FAA Nationwide Buy American Waivers Issued listing and products excluded by Federal Acquisition Regulation Subpart 25.108; products of unknown origin must be considered as non-domestic products in their entirety)
- b. Cost of non-domestic components and subcomponents, excluding labor costs associated with final assembly and installation at project location.
- c. Percentage of non-domestic component and subcomponent cost as compared to total "facility" component and subcomponent costs, excluding labor costs associated with final assembly and installation at project location.

Type 4 Waiver – Total cost of project using US domestic source product exceeds the total project cost using non-domestic product by 25%. The required documentation for a type 4 of waiver is:

- a. Detailed cost information for total project using US domestic product
- b. Detailed cost information for total project using non-domestic product

False Statements: Per 49 USC § 47126, this certification concerns a matter within the jurisdiction of the Federal Aviation Administration and the making of a false, fictitious or fraudulent certification may render the maker subject to prosecution under Title 18, United States Code.

Date

Signature

Company Name

Title

* * * * *

Certificate of Buy American Compliance for Manufactured Products

(Non-building construction projects, equipment acquisition projects)

As a matter of bid responsiveness, the bidder or offeror must complete, sign, date, and submit this certification statement with their proposal. The bidder or offeror must indicate how they intend to comply with 49 USC § 50101 by selecting one on the following certification statements. These statements are mutually exclusive. Bidder must select one or the other (not both) by inserting a checkmark (✓) or the letter "X".

- ☐ Bidder or offeror hereby certifies that it will comply with 49 USC § 50101 by:
- a. Only installing steel and manufactured products produced in the United States, or;
 - b. Installing manufactured products for which the FAA has issued a waiver as indicated by inclusion on the current FAA Nationwide Buy American Waivers Issued listing, or;
 - c. Installing products listed as an Excepted Article, Material or Supply in Federal Acquisition Regulation Subpart 25.108.

By selecting this certification statement, the bidder or offeror agrees:

1. To provide to the Owner evidence that documents the source and origin of the steel and manufactured product.
 2. To faithfully comply with providing US domestic product
 3. To furnish US domestic product for any waiver request that the FAA rejects
 4. To refrain from seeking a waiver request after establishment of the contract, unless extenuating circumstances emerge that the FAA determines justified.
- ☐ The bidder or offeror hereby certifies it cannot comply with the 100% Buy American Preferences of 49 USC § 50101(a) but may qualify for either a Type 3 or Type 4 waiver under 49 USC § 50101(b). By selecting this certification statement, the apparent bidder or offeror with the apparent low bid agrees:
1. To the submit to the Owner within 15 calendar days of the bid opening, a formal waiver request and required documentation that support the type of waiver being requested.
 2. That failure to submit the required documentation within the specified timeframe is cause for a non-responsive determination may result in rejection of the proposal.

3. To faithfully comply with providing US domestic products at or above the approved US domestic content percentage as approved by the FAA.
4. To refrain from seeking a waiver request after establishment of the contract, unless extenuating circumstances emerge that the FAA determines justified.

Required Documentation

Type 3 Waiver - The cost of the item components and subcomponents produced in the United States is more than 60% of the cost of all components and subcomponents of the "item". The required documentation for a type 3 waiver is:

- a. Listing of all product components and subcomponents that are not comprised of 100% US domestic content (Excludes products listed on the FAA Nationwide Buy American Waivers Issued listing and products excluded by Federal Acquisition Regulation Subpart 25.108; products of unknown origin must be considered as non-domestic products in their entirety)
- b. Cost of non-domestic components and subcomponents, excluding labor costs associated with final assembly at place of manufacture.
- c. Percentage of non-domestic component and subcomponent cost as compared to total "item" component and subcomponent costs, excluding labor costs associated with final assembly at place of manufacture.

Type 4 Waiver – Total cost of project using US domestic source product exceeds the total project cost using non-domestic product by 25%. The required documentation for a type 4 waiver is:

- a. Detailed cost information for total project using US domestic product
- b. Detailed cost information for total project using non-domestic product

False Statements: Per 49 USC § 47126, this certification concerns a matter within the jurisdiction of the Federal Aviation Administration and the making of a false, fictitious or fraudulent certification may render the maker subject to prosecution under Title 18, United States Code.

Date

Signature

Company Name

Title

4. **GENERAL CIVIL RIGHTS PROVISIONS (all contracts)**

The contractor agrees that it will comply with pertinent statutes, Executive Orders and such rules as are promulgated to ensure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or handicap be excluded from participating in any activity conducted with or benefiting from Federal assistance.

This provision binds the contractors from the bid solicitation period through the completion of the contract. This provision is in addition to that required of Title VI of the Civil Rights Act of 1964.

This provision also obligates the tenant/concessionaire/lessee or its transferee for the period during which Federal assistance is extended to the airport through the Airport Improvement Program, except where Federal assistance is to provide, or is in the form of personal property; real property or interest therein; structures or improvements thereon.

In these cases the provision obligates the party or any transferee for the longer of the following periods:

- a. The period during which the property is used by the airport sponsor or any transferee for a purpose for which Federal assistance is extended, or for another purpose involving the provision of similar services or benefits; or
- b. The period during which the airport sponsor or any transferee retains ownership or possession of the property.

5. **CIVIL RIGHTS-TITLE IV COMPLIANCE WITH NONDISCRIMINATION REQUIREMENTS (all AIP funded projects)**

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

1. **Compliance with Regulations:** The contractor (hereinafter includes consultants) will comply with the **Title VI List of Pertinent Nondiscrimination Statutes and Authorities**, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
2. **Non-discrimination:** The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.

3. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor's obligations under this contract and the Acts and the Regulations relative to Non-discrimination on the grounds of race, color, or national origin.
4. **Information and Reports:** The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the sponsor or the Federal Aviation Administration to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the sponsor or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of a contractor's noncompliance with the Non-discrimination provisions of this contract, the sponsor will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:
 - a. Withholding payments to the contractor under the contract until the contractor complies; and/or
 - b. Cancelling, terminating, or suspending a contract, in whole or in part.
6. **Incorporation of Provisions:** The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with respect to any subcontractor or procurement as the sponsor or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the sponsor to enter into any litigation to protect the interests of the sponsor. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

6. **CLEAN AIR AND WATER POLLUTION CONTROL** (all contracts that exceed \$100,000)

Contractors and subcontractors agree:

1. That any facility to be used in the performance of the contract or subcontract or to benefit from the contract is not listed on the Environmental Protection Agency (EPA) List of Violating Facilities;
2. To comply with all the requirements of Section 114 of the Clean Air Act, as amended, 42 U.S.C. 1857 et seq. and Section 308 of the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq. relating to inspection, monitoring, entry, reports, and information, as well as all other requirements specified in Section 114 and Section 308 of the Acts, respectively, and all other regulations and guidelines issued thereunder;
3. That, as a condition for the award of this contract, the contractor or subcontractor will notify the awarding official of the receipt of any communication from the EPA indicating that a facility to be used for the performance of or benefit from the contract is under consideration to be listed on the EPA List of Violating Facilities;
4. To include or cause to be included in any construction contract or subcontract which exceeds \$100,000 the aforementioned criteria and requirements.

7. **CONTRACT WORKHOURS AND SAFETY STANDARDS ACT REQUIREMENTS (all contracts that exceed \$100,000)**

1. Overtime Requirements.

No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic, including watchmen and guards, in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

2. Violation; Liability for Unpaid Wages; Liquidated Damages.

In the event of any violation of the clause set forth in paragraph (1) above, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph 1 above, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in

excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph 1 above.

3. Withholding for Unpaid Wages and Liquidated Damages.

The Federal Aviation Administration or the Sponsor shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any monies payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other Federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph 2 above.

4. Subcontractors.

The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraphs 1 through 4 and also a clause requiring the subcontractor to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs 1 through 4 of this section.

8. **CERTIFICATE REGARDING DEBARMENT AND SUSPENSION (BIDDER OR OFFEROR)** (all contracts that exceed \$25,000)

By submitting a bid/proposal under this solicitation, the bidder or offeror certifies that at the time the bidder or offeror submits its proposal that neither it nor its principals are presently debarred or suspended by any Federal department or agency from participation in this transaction.

9. **DISADVANTAGED BUSINESS ENTERPRISES** (all AIP-funded projects)

Contract Assurance (49 CFR § 26.13) - The contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy, as the recipient deems appropriate.

Prompt Payment (49 CFR §26.29)- The prime contractor agrees to pay each subcontractor under this prime contract for satisfactory performance of its contract no later than thirty (30) days from the receipt of each payment the prime contractor receives from the City. The prime contractor agrees further to return retainage payments to each subcontractor within thirty (30) days after the subcontractor's work is satisfactorily completed. Any delay or postponement of payment from the above referenced time frame

may occur only for good cause following written approval of the City. This clause applies to both DBE and non-DBE subcontractors.

10. FEDERAL FAIR LABOR STANDARDS ACT (FEDERAL MINIMUM WAGE) (all contracts)

All contracts and subcontracts that result from this solicitation incorporate the following provisions by reference, with the same force and effect as if given in full text. The contractor has full responsibility to monitor compliance to the referenced statute or regulation. The contractor must address any claims or disputes that pertain to a referenced requirement directly with the Federal Agency with enforcement responsibilities.

Requirement	Federal Agency with Enforcement Responsibilities
Federal Fair Labor Standards Act (29 USC 201)	U.S. Department of Labor – Wage and Hour Division

11. LOBBYING AND INFLUENCING FEDERAL EMPLOYEES (all AIP-funded projects)

The bidder or offeror certifies by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the bidder or offeror, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to

a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

12. OCCUPATIONAL SAFETY AND HEALTH ACT OF 1970 (all contracts)

All contracts and subcontracts that result from this solicitation incorporate the following provisions by reference, with the same force and effect as if given in full text. The contractor has full responsibility to monitor compliance to the referenced statute or regulation. The contractor must address any claims or disputes that pertain to a referenced requirement directly with the Federal Agency with enforcement responsibilities.

Requirement	Federal Agency with Enforcement Responsibilities
Occupational Safety and Health Act of 1970 (20 CFR Part 1910)	U.S. Department of Labor – Occupational Safety and Health Administration

13. RIGHTS TO INVENTIONS (all AIP-funded projects)

All rights to inventions and materials generated under this contract are subject to requirements and regulations issued by the FAA and the Sponsor of the Federal grant under which this contract is executed.

14. TERMINATION OF CONTRACT (contracts that exceed \$10,000)

1. The Sponsor may, by written notice, terminate this contract in whole or in part at any time, either for the Sponsor's convenience or because of failure to fulfill the contract obligations. Upon receipt of such notice services must be immediately discontinued (unless the notice directs otherwise) and all materials as may have been accumulated in performing this contract, whether completed or in progress, delivered to the Sponsor.
2. If the termination is for the convenience of the Sponsor, an equitable adjustment in the contract price will be made, but no amount will be allowed for anticipated profit on unperformed services.
3. If the termination is due to failure to fulfill the contractor's obligations, the Sponsor may take over the work and prosecute the same to completion by contract or otherwise. In such case, the contractor is liable to the Sponsor for any additional cost occasioned to the Sponsor thereby.
4. If, after notice of termination for failure to fulfill contract obligations, it is determined that the contractor had not so failed, the termination will be deemed

to have been effected for the convenience of the Sponsor. In such event, adjustment in the contract price will be made as provided in paragraph 2 of this clause.

5. The rights and remedies of the sponsor provided in this clause are in addition to any other rights and remedies provided by law or under this contract.

15. TRADE RESTRICTION CLAUSE (all AIP-funded projects)

The contractor or subcontractor, by submission of an offer and/or execution of a contract, certifies that it:

- a. is not owned or controlled by one or more citizens of a foreign country included in the list of countries that discriminate against U.S. firms published by the Office of the United States Trade Representative (USTR);
- b. has not knowingly entered into any contract or subcontract for this project with a person that is a citizen or national of a foreign country on said list, or is owned or controlled directly or indirectly by one or more citizens or nationals of a foreign country on said list;
- c. has not procured any product nor subcontracted for the supply of any product for use on the project that is produced in a foreign country on said list.

Unless the restrictions of this clause are waived by the Secretary of Transportation in accordance with 49 CFR 30.17, no contract shall be awarded to a contractor or subcontractor who is unable to certify to the above. If the contractor knowingly procures or subcontracts for the supply of any product or service of a foreign country on said list for use on the project, the Federal Aviation Administration may direct through the Sponsor cancellation of the contract at no cost to the Government.

Further, the contractor agrees that, if awarded a contract resulting from this solicitation, it will incorporate this provision for certification without modification in each contract and in all lower tier subcontracts. The contractor may rely on the certification of a prospective subcontractor unless it has knowledge that the certification is erroneous.

The contractor shall provide immediate written notice to the sponsor if the contractor learns that its certification or that of a subcontractor was erroneous when submitted or has become erroneous by reason of changed circumstances. The subcontractor agrees to provide written notice to the contractor if at any time it learns that its certification was erroneous by reason of changed circumstances.

This certification is a material representation of fact upon which reliance was placed when making the award. If it is later determined that the contractor or subcontractor knowingly rendered an erroneous certification, the Federal Aviation Administration may

direct through the Sponsor cancellation of the contract or subcontract for default at no cost to the Government.

Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by this provision. The knowledge and information of a contractor is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

This certification concerns a matter within the jurisdiction of an agency of the United States of America and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under Title 18, United States Code, Section 1001.

16. TEXTING WHEN DRIVING (all contracts)

In accordance with Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving" (10/1/2009) and DOT Order 3902.10 "Text Messaging While Driving" (12/30/2009), FAA encourages recipients of Federal grant funds to adopt and enforce safety policies that decrease crashes by distracted drivers, including policies to ban text messaging while driving when performing work related to a grant or sub-grant.

The Contractor must promote policies and initiatives for employees and other work personnel that decrease crashes by distracted drivers, including policies to ban text messaging while driving. The Contractor must include these policies in each third party subcontract involved on this project.

THE STATE OF TEXAS)
)
COUNTY OF EL PASO)

ON-CALL
AGREEMENT FOR
PROFESSIONAL SERVICES

This Agreement (“**Agreement**”) is made this ____ day of _____, 2022 by and between the **CITY OF EL PASO**, a municipal corporation organized and existing under the laws of the State of Texas, hereinafter referred to as the “**Owner**”, and **Intertek-Professional Service Industries, Inc.**, a Delaware, USA, Foreign For-Profit Corporation, hereinafter referred to as the “**Consultant**”.

WHEREAS, the Owner intends to engage the Consultant to perform professional Geotechnical & Materials Testing services on a task order basis through the use of task orders referencing this Agreement, the scope of which is further described in **Attachment “A”**; and

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

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

**ARTICLE I
ATTACHMENTS**

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

Attachment “A”	Scope of Services
Attachment “B”	Consultant’s Fee Proposal and Hourly Rates
Attachment “C”	Intentionally Deleted
Attachment “D”	Payment and Deliverable Schedules
Attachment “E”	Insurance Certificate
Attachment “F”	Federal Aviation Administration contract provisions for Airport Improvement Program Projects

**ARTICLE II
PROJECT**

2.1 The Owner hereby agrees to retain the Consultant and the Consultant agrees to perform on-call professional services on a Task Order basis. Each individual Task Order will identify the Project (“**Project**”) and the total compensation due to each Project. The Task Order for each Project shall include the Scope of Services described in **Attachment “A”**.

2.2 For each Project, the Consultant shall comply with the City of El Paso Capital Improvement Department Construction Document Guidelines in effect on the execution date of this

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

- 2.3** The Consultant shall serve as the Owner's professional representative in those phases of the Project to which this Agreement applies and shall give consultation and advice to the Owner during the performance of services.
- 2.4** The Owner shall provide all available information to the Consultant, as to the Owner's requirements for each task order. The Owner shall also provide to the Consultant, all known information pertinent to the Project site, including previous reports and other data relative to design, such as "as-built" drawings or physical conditions now existing at the Project site. In performing its services, the Consultant will be entitled to rely upon the accuracy of the Owner provided information.
- 2.5** The Owner hereby designates the City Engineer of the City of El Paso as the Owner's representative with respect to the professional services to be provided by the Consultant pursuant to this Agreement. The City Engineer shall have complete authority to transmit instructions, receive information, interpret and define Owner's policies, and decisions with respect to materials, equipment, elements, and systems pertinent to the work covered by this Agreement. City Engineer will render written decisions within a five (5) working days time period.

ARTICLE III CONSULTANT FEES AND PROJECT BUDGET

3.1 PAYMENT TO CONSULTANT. The Owner shall pay to the Consultant an amount not to exceed **FIVE HUNDRED THOUSAND AND NO/00 DOLLARS (\$500,000.00)** for all basic services and reimbursables performed pursuant to this Agreement.

No services are being requested through this Agreement, nor shall any indebtedness accrue through the mere execution of this Agreement.

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

Payments to the Consultant shall be made pursuant to **Attachment "D"**.

3.2 INTENTIONALLY DELETED.

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

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

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

3.4 PROJECT BUDGET. The Consultant acknowledges that the budget and time for each Project will be identified in each Task Order.

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

ARTICLE IV PERIOD OF SERVICE AND TERMINATION

4.1 PERIOD OF SERVICE. The term of this Agreement shall be for a period not to exceed **two (2) years** from the date first shown above. The services called for by each Task Order shall begin upon the issuance of a Notice to Proceed from the City Engineer and shall continue through the completion of the construction of the Project, including any required extensions beyond the contract time for construction of the Project, as may be directed by the Owner.

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

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

4.3.1 TERMINATION BY OWNER. It is mutually understood and agreed by the Consultant and Owner that the Owner may terminate this Agreement, in whole or in part

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

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

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

ARTICLE V INSURANCE AND INDEMNIFICATION

5.1 INSURANCE. Consultant shall not commence work under this Agreement until the Consultant has obtained the required insurance and such insurance has been approved by the Owner. The Consultant shall maintain the required insurance throughout the term of this Agreement. Failure to maintain said insurance shall be considered a material breach of this Agreement.

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

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

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

- a) **COMMERCIAL GENERAL LIABILITY**
 - \$1,000,000.00 Per Occurrence
 - \$2,000,000.00 General Aggregate
 - \$2,000,000.00 Products/Completed Operations Aggregate
 - \$1,000,000.00 Personal and Advertising Injury

Personal Injury or Death & Property Damage

\$1,000,000.00 per occurrence combined single limit for bodily injury and property damage.

General Aggregate

\$1,000,000.00

\$1,000,000.00 per occurrence

- c) **AUTOMOBILE LIABILITY**
 - Combined Single Limit**
 - \$1,000,000.00 per accident

5.1.3 PROFESSIONAL LIABILITY INSURANCE. The Consultant shall procure and shall maintain, at the Consultant's sole expense, Professional Liability Insurance for the benefit of the Owner to cover the errors and omissions of the Consultant, its principals or officers, agents or employees in the performance of this Agreement with a limit of ONE MILLION AND 00/100 DOLLARS (\$1,000,000.00) on a claims made basis.

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

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

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

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

5.2 INDEMNIFICATION. To the fullest extent permitted by law, Consultant shall indemnify, defend and hold harmless Owner, and Owner's officers, directors, partners, agents consultants, and employees from and against any claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court, arbitration, or other dispute resolution costs) arising out of or relating to the Project, provided that any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), but only to the extent caused by any negligent act or omission of Consultant or Consultant's officers, directors, partners, agents, consultants or employees. This indemnification provision is subject to and limited by the provisions agreed to by Owner and Consultant, as noted below. The Consultant shall not be responsible for any acts of any of the City's Independent Project Managers.

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

5.2.1 CONSULTANT'S LIABILITY LIMITED TO AMOUNT OF INSURANCE REQUIREMENTS. Consultant shall procure and maintain insurance as required by and set forth in the terms and conditions of this Agreement. Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by law, the total liability, in the aggregate, of Consultant and Consultant's officers, directors, partners, employees, agents, and consultants (hereafter referred to collectively as "Consultant"), to Owner and anyone claiming by through, or under Owner for any and all claims, losses, costs, or damages, whatsoever arising out of, resulting from or in any way related to the Project or the Agreement from any cause or causes, including but not limited to the negligence, professional errors or omissions, strict liability or breach of contract, or warranty express or implied of Consultant (hereafter "Owner's Claims"), shall not exceed the total insurance proceeds paid on behalf of or to Consultant by Consultant's insurers in settlement or satisfaction of Owner's Claims under the terms and conditions of Consultant's insurance policies applicable thereto (excluding fees, costs and expenses of investigation, claims adjustment, defense, and appeal). If no such insurance coverage is provided with respect to Owner's Claims, then the total liability, in the aggregate, of Consultant to Owner and anyone claiming by, through, or under Owner for any and all such uninsured Owner's claims shall not exceed \$250,000.00 per person or \$500,000.00 per incident with property damage liability limited to \$100,000.00 per incident.

ARTICLE VI FEDERAL AND STATE PROVISIONS

6.1 COMPLIANCE WITH APPLICABLE LAWS – FEDERAL AND STATE FUNDING REQUIREMENTS. Consultant, at Consultant's sole expense, agrees that it will operate and perform its responsibilities and covenants under this Agreement in accordance with applicable laws, rules, orders, ordinances, directions, regulations and requirements of federal, state, county and municipal authorities, now in force or which may hereafter be in force,

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

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

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

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

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

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

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

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

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

The Consultant will be required to submit the following information: (1) the names and addresses of DBE firms that will participate in the contract; (2) a description of the work that each DBE firm will perform; (3) the dollar amount of the participation of each DBE

firm participating; (4) written documentation of the offeror's commitment to use a DBE subconsultant whose participation it submits to meet the contract goal; (5) written confirmation from the DBE that it is participating in the contract as provided in the commitment made under (4); and (6) if the contract goal is not met, evidence of good faith efforts. The offeror shall submit the information with its proposal as a condition of responsiveness.

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

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

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

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

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

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

ARTICLE VII GENERAL PROVISIONS

7.1 CONTRACT TIME. Consultant understands and agrees to provide all professional services and deliverables requested herein, as expeditiously as is consistent with professional skill and care, and to use its best efforts to complete all phases of this Agreement within the time schedules indicated within **Attachment "D"**. The Consultant shall timely notify the City Engineer of any delay beyond its control and the City Engineer shall extend the time schedule in the event of delays which the City Engineer reasonably determines are beyond the control of the Consultant. The Consultant will perform these services with reasonable diligence and expediency consistent with sound professional practices and consistent with the schedule provided in **Attachment "D"**.

7.2 INTENTIONALLY DELETED.

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

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

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

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

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

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

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

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

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

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

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

To the Owner:	The City of El Paso Attn: City Manager P.O. Box 1890 El Paso, Texas 79950-1890
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With a Copy to:	The City of El Paso Attn: City Engineer P.O. Box 1890 El Paso, Texas 79950-1890
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To the Consultant:	Intertek-Professional Services Industry, Inc. Ruben Barrientos Jr., Branch Manager 5044 Doiphan Dr., Building D El Paso, TX 79932
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Changes may be made to the names and addresses noted herein through timely, written notice to the other party.

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

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

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

WITNESS THE FOLLOWING SIGNATURES AND/OR SEALS:

CITY OF EL PASO:

Tomás González
City Manager

APPROVED AS TO FORM:

Leslie B. Jean-Pierre

Leslie B. Jean-Pierre
Assistant City Attorney

APPROVED AS TO CONTENT:

Gerry DeMuro for

Assistant Director Capital Improvement

Samuel Rodriguez, P.E., City Engineer
Capital Improvement Department

(Acknowledgment)

THE STATE OF TEXAS §

§

COUNTY OF EL PASO §

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

Notary Public, State of Texas

My commission expires:

(Signatures continue on following page)

CONSULTANT:
**INTERTEK-PROFESSIONAL
 SERVICE INDUSTRIES, INC.**

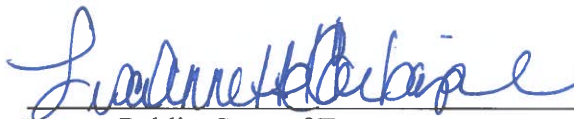


By: Ruben Barrientos, Jr.
 Title: Branch Manager

(Acknowledgment)

THE STATE OF TEXAS §
 §
 COUNTY OF EL PASO §

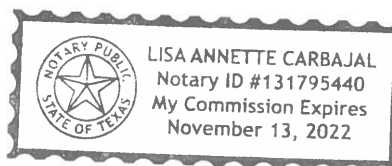
This instrument was acknowledged before me on this 4th day of February, 2022,
 by Ruben Barrientos, Jr., as Branch Manager of Intertek-Professional Service Industries, Inc.



Notary Public, State of Texas

My commission expires:

November 13, 2022



**ATTACHMENT “A”
SCOPE OF SERVICES**

Attachment A

SCOPE OF SERVICES

The firm is to perform all phases of geotechnical and geological investigation, testing, analysis, and design services from conceptual through final design and construction. The anticipated projects under these selections may include roadways, parking lots/structures, quality of life, public safety, and other municipal facilities. Anticipated activities include, but are not limited to:

- Site investigation and characterization
- Installing soil borings and collecting soil and ground water samples
- Locating utilities, underground structures such as manholes, concrete pavement, monuments, railroad tracks, etc. and potholing
- Evaluating site materials
- Installing and monitoring of geotechnical instrumentation
- Forensic evaluation of settlement of existing structures, pavement, and other material failures
- Soil slope stability analyses (i.e., berms, embankments and cut slopes) and development of recommendations for slope construction (i.e., slope angles, protection, anchoring, backfilling material requirements and compaction), slope protection or stabilization methods to mitigate slope erosion and maintenance
- Determining of lateral earth pressure coefficients for below grade and retaining wall structures
- Identifying trench safety considerations for ground vibration and movement monitoring during construction
- Identifying of considerations for construction of structures in areas of shallow groundwater, dewatering, and short and long-term groundwater monitoring
- Reviewing existing geotechnical data and background information
- Developing conceptual design or layout in support of the geotechnical recommendation
- Providing geotechnical recommendations for expansion of existing facilities and new facility construction
- Implementing creative and innovative approaches to address project requirements.
- Geotechnical laboratory testing as appropriate, including but not limited to the following:

Materials Sampling and Testing: Concrete compressive strength ASTM-C39, concrete and asphalt coring, Hot Mix Asphaltic Concrete (HMAC) molding for flow/stability, extraction/gradation, Marshall density /stability and flow, field density ASTM-D6938, base course proctor, SA, PI (w/D-4718 oversize correction) and field density base course ASTM D 6938

Earthwork Sampling and Testing of select fill, backfill, and existing subgrade materials for determination of moisture-density relationship (Proctor) ASTM-D698 or D1557, grain size distribution, #200 Test ASTM-D6913 & D1140, Atterburg Limits (PI) ASTM-D4318 - field density ASTM-D1566, soil corrosivity ASTM STP 741, and ASTM STP1013, field measurement of soil resistivity ASTM G 57-78 and ASTM G 51-84 as appropriate, and trenching, subgrade and base course compaction testing

Other materials testing as requested including but not limited to:

- Roofing moisture, withdrawal resistance of mechanical fasteners, and wind uplift
- Visual, acoustics, radiographic, dye penetrants, magnetic particle (ferrous metal only) weld testing
- Mill thickness, lead for paint materials
- Subgrade and drainage design
- Stability, settlement, and foundation design
- Performing geotechnical construction observation and testing during construction
- Preparing geotechnical reports, design plans, and specifications
- Coordinating with other design disciplines or parties

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



		Unit	Unit Cost (\$/ea)	Description
Item #	Soils - Field and Laboratory testing			
1	Engineering Technician (Sample Pick Up)	Hour	\$65.00	Hourly rate, does not include Trip, Admin/Clerical or Project Manager Time
2	Engineering Technician (Sample Pick Up) Overtime	Hour	\$97.50	Hourly rate, does not include Trip, Admin/Clerical or Project Manager Time
3	Engineering Technician (In-Place Density Testing)	Hour	\$65.00	Hourly rate to include nuclear gauge equipment, unlimited number of tests while onsite. Does not include Trip, Admin/Clerical or Project Manager Time
4	Engineering Technician (In-Place Density Testing) Overtime	Hour	\$97.50	Hourly rate to include nuclear gauge equipment, unlimited number of tests while onsite. Does not include Trip, Admin/Clerical or Project Manager Time
5	Density of Soils by Sand Cone Method - 2 test	Each	\$85.00	Cost per test. Sampling time separate.
6	Moisture-Density Curve (proctor) ASTM D698/D1557	Each	\$280.00	Cost per test. Sampling time separate.
7	Rock correction for proctor	Each	\$70.00	Requires sieve analysis to document need for rock correction.
8	Particle Size	Each	\$155.00	Cost per test. Sampling time separate.
9	Atterberg Limits Testing	Each	\$120.00	Cost per test. Sampling time separate.
10	Moisture content	Each	\$37.00	Cost per test. Sampling time separate.
11	Specific gravity	Each	\$136.00	Cost per test. Sampling time separate.
12	LA Abrasion	Each	\$435.00	Cost per test. Sampling time separate.
13	Soil Classification - Sieve analysis and Atterberg Limits	Each	\$275.00	Cost per test. Sampling time separate.
	Concrete - Field and Laboratory Testing			
14	Engineering Technician (Specimen Recovery)	Hour	\$65.00	Hourly rate. Does not include Specimens, Trip, Clerical or Project Manager Time
15	Engineering Technician (Specimen Recovery) Overtime	Hour	\$97.50	Hourly rate. Does not include Specimens, Trip, Clerical or Project Manager Time
16	Engineering Technician (Concrete Sampling and Testing)	Hour	\$65.00	Hourly rate. Does not include Specimens, Trip, Clerical or Project Manager Time
17	Engineering Technician (Concrete Sampling and Testing) Overtime	Hour	\$97.50	Hourly rate to include concrete testing equipment. Does not include Specimens, Trip, Clerical or Project Manager Time
18	Concrete Cylinders (Cured and/or Testing in Compression)	Per Specimen	\$26.00	Each set cast requires a minimum of 5 specimens. Rate includes air entrainment, slump and temperature. Does not include Admin/Clerical or Project Manager Time.
19	Grout Prisms (Cured and/or Testing in Compression)	Per Specimen	\$26.00	Each set cast requires a minimum of 6 specimens. Rate includes air entrainment, slump and temperature. Does not include Admin/Clerical or Project Manager Time.
20	Mortar Cubes (Cured and/or Testing in Compression)	Per Specimen	\$26.00	Each set cast requires a minimum of 6 specimens. Rate includes air entrainment, slump and temperature. Does not include Admin/Clerical or Project Manager Time.
21	Concrete Cores (Tested in Compression)	Per Specimen	\$35.00	Cost per test, travel time, equipment or sampling not included. Does not include Admin/Clerical or Project Manager Time.
22	Concrete Beams (Cured and/or Testing in Compression)	Per Specimen	\$75.00	Each set cast requires a minimum of 2 specimens. Rate includes air entrainment, slump and temperature. Does not include Admin/Clerical or Project Manager Time.
23	Concrete Mix Design	Per Design	\$6,300.00	Cost is fully loaded and includes sampling and travel time within City limits, technician time, vehicle, equipment, report, clerical and review time
24	Schmidt hammer	Day	\$190.00	Cost per day for equipment only, technician time separate.
25	Windsor probe	Each	\$866.00	Cost per location tested, assumes 3 probes per location, fully loaded rate.

	Asphalt - Field and Laboratory Testing			
26	Engineering Technician (Asphalt Testing and Sampling)	Hour	\$65.00	Hourly rate to include nuclear gauge equipment, unlimited number of density tests while onsite. Does not include Trip, Clerical or Project Manager Time
27	Engineering Technician (Asphalt Testing and Sampling) Overtime	Hour	\$97.50	Hourly rate to include nuclear gauge equipment, unlimited number of density tests while onsite. Does not include Trip, Clerical or Project Manager Time
28	Marshall Value	Each	\$252.00	Cost per test. Does not include Clerical or Project Manager Time
29	Extraction and Gradation	Each	\$247.00	Cost per test. Does not include Clerical or Project Manager Time
30	Rice	Each	\$152.00	Cost per test. Does not include Clerical or Project Manager Time
31	Asphalt Core (Voids/Density/Thickness)	Per Core	\$75.00	Cost per core, Does not include coring crew, machine, generator, reporting and travel.
32	Coring Crew	Hour	\$130.00	2-Man Crew for Operating Machine
33	Asphalt Coring Machine	Per Day	\$250.00	Includes vehicle, drill bit and generator
	Geotechnical Drilling and Field Services			
34	Mobilization of Drill Rig	Per Trip	\$500.00	Rate for project with City of El Paso Limits
35	Drill Crew Mobilization	Hour	\$130.00	Hourly Rate for Travel for 2-Man Crew
36	Auger Drilling and Sampling (0-50)	Per Foot	\$20.00	Includes SPT Test
37	Auger Drilling and Sampling (50-100)	Per Foot	\$25.00	Includes SPT Test
38	Rock Coring (0-50)	Per Foot	\$52.00	Does not include air compressor
39	Rock Coring (50-100)	Per Foot	\$78.00	Does not include air compressor
40	Down the Hole Hammer Drilling (0-50)	Per Foot	\$40.00	Does not include air compressor
41	Down the Hole Hammer Drilling (50-100)	Per Foot	\$60.00	Does not include air compressor
42	Private Utility Locate	Day	\$2,000.00	If needed for soil test borings
43	Pavement Coring with Drill Rig (up to 10" Dia)	Each	\$175.00	Using drill rig for soil borings performed in asphalt and concrete areas
44	Grouting of Soil Test Borings with Flowable fill or Portland Cemen	Per Foot	\$10.00	If backfill of borings with soil cuttings not permitted
45	Air Compressor	Day	\$450.00	Equipment Needed for Rock Coring
	Professional Services			
	Labor Category			
46	Principal	Hour	\$222.47	Hourly rates to be used for report review, scheduling, geotechnical studies and city requested meetings/tasks.
47	Senior Registered Professional Engineer	Hour	\$192.39	
48	Registered Professional Engineer	Hour	\$154.50	
49	Project Manager	Hour	\$154.50	
50	Engineer in Training (EIT)	Hour	\$117.42	
51	Graduate Engineer	Hour	\$106.29	
52	Level 4 Staff Engineer/Geologist/Specialist	Hour	\$143.37	
53	Special Inspector (Reinforcing Steel and Post Tension)	Hour	\$96.40	
54	Admin/Clerical	Hour	\$71.69	Standard for routine reporting efforts
55	Welding Inspector	Hour	\$150.00	Standard inspection, does not include equipment. Equipment rates to be agreed to prior to initiation of services on a per project basis.

	Miscellaneous			
56	Trip Charge	Per Trip	\$45.00	Includes vehicle within city limits for asphalt, soil and concrete sampling or recovery.
57	2 WD Vehicle	Day	\$87.45	for services not covered in above rate or otherwise negotiated with the City
58	4 WD Vehicle	Day	\$99.11	for services not covered in above rate or otherwise negotiated with the City
59	Printing, 8 1/2 x 11 B&W	Page	\$0.10	Cost for additional copies or those costs not covered in above fully loaded units.
60	Printing, 8 1/2 x 11 Color	Page	\$0.25	Cost for additional copies or those costs not covered in above fully loaded units.
61	Other costs	TBD	Cost+ 10%	all other costs to be negotiated with City prior to use
62	Overtime markup	Percent	50.0%	Only for City PM approved overtime. Must be accompanied by written authorization and backup that OT work was conducted.
63	Markup for outside services not included in this contract	Percent	10.0%	Outside contracted services, cannot be used for testing units listed above.

PSI General notes

1. Unit prices/rates are in effect for the duration of this contract
2. Services not included may be quoted upon request
3. Testing is conducted in general accordance with ASTM procedure and project specifications
4. All hourly testing will be on a portal to portal basis from 5044 Doniphan Dr., El Paso, TX, 79932.
5. The minimum billing increment for time is the full hour
6. A minimum charge of 3 hours applies to field testing and observation services, and sample pick up
7. Scheduling or cancellation of field testing and observation services is required no less than the working day prior to the date the services are to be performed. Services cancelled without advance and/or inadequate notice will be assessed a minimum 2-hour charge
8. Overtime rates will be applicable for services performed before 7:00am and after 5:00pm, over 8 hours per day Monday through Friday and for all hours worked on Saturdays, Sundays and holidays unless prior arrangements have been made and are agreed upon by the client and PSI Project Manager. The overtime rate will be 1.5 times the applicable unit rate. Services performed on Sundays and Holidays will be invoiced at 2 times the applicable hourly rate. Surcharges for laboratory services during overtime hours or for expedited results may apply (these surcharges will be 1.5 times the applicable unit rate). The minimum billing increment for overtime is the full hour.
9. Admin/Clerical to input and draft reports will be billed at a minimum of 0.3 hours per report issued.
10. Project Manager to schedule and supervise personnel and evaluate and review reports will be billed at a minimum of 0.3 hours per report issued.
11. Invoices will be billed monthly. Invoices will be mailed on or about the third business day after the month to which services were rendered.
12. Concrete test cylinder sizes will be in accordance with ASTM C31 and ACI 318.

**ATTACHMENT “C”
INTENTIONALLY DELETED**

**ATTACHMENT “D”
PAYMENT AND DELIVERABLE SCHEDULES**

PAYMENT SCHEDULE

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

Fixed fee Payment to Consultant

Report Phase	To be determined by Task Order
Preliminary Design Phase	To be determined by Task Order
Pre-Final Design Phase	To be determined by Task Order
Final Design Phase	To be determined by Task Order
Bidding Phase	To be determined by Task Order
Construction Phase	To be determined by Task Order

Time and materials shall be billed to Owner by Consultant pursuant to the schedule provided in the consultant’s proposal found in **Attachment “B”**. The time shown in **Attachment “B”** is an estimate.

Payment for each Phase shall be made on a monthly basis. The Owner shall make payments upon presentation of the Consultant’s detailed Invoice and a Consulting Summary and Progress Report and the Owner’s written approval.

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

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

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

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

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

**ATTACHMENT “D”
PAYMENT AND DELIVERABLE SCHEDULES**

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

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

DELIVERABLE SCHEDULE

To be determined by Task Order.

ATTACHMENT “E”
Insurance



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
01/06/2022

541

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Marsh USA Inc. 701 Market Street, Suite 1100 St. Louis, MO 63101	CONTACT NAME: Marsh U.S. Operations PHONE (A/C, No. Ext): 866-966-4664 FAX (A/C, No): 212-948-0811 E-MAIL ADDRESS: StLouis.CertRequest@Marsh.Com
CN102792561-PSI-Prof-21-22	INSURER(S) AFFORDING COVERAGE INSURER A: Zurich American Insurance Company INSURER B: N/A INSURER C: Steadfast Insurance Company INSURER D: INSURER E: INSURER F:
INSURED Professional Service Industries, Inc. 5044 Doniphan Drive Building D El Paso, TX 79932	NAIC # 16535 N/A 26387

COVERAGES**CERTIFICATE NUMBER:**

CH-010000103-01

REVISION NUMBER: 1

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:		GLO541569308	10/01/2021	10/01/2022	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 20,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY		BAP 7296414-01	10/01/2021	10/01/2022	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$ <input type="checkbox"/>					EACH OCCURRENCE \$ AGGREGATE \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input checked="" type="checkbox"/> N N/A	WC 7296412-01 (AOS) WC 7296413-01 (WI)	10/01/2021 10/01/2021	10/01/2022 10/01/2022	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	Professional Liability		EOC0206920-06	09/30/2021	09/30/2022	Each Claim/Aggregate: \$ 1,000,000 SIR: \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

RE: Solicitation #2022-0225R Geotechnical & Materials Testing Services for the El Paso Streets and Maintenance Department

City of El Paso is included as additional insured (except as respects all coverage afforded by the Workers' Compensation and Professional Liability policies) as required by written contract.

CERTIFICATE HOLDER**CANCELLATION**City of El Paso
218 N. Campbell
El Paso, TX 79901

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Marsh USA Inc.

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ATTACHMENT “F”

ATTACHMENT “F”

FEDERAL AVIATION ADMINISTRATION (FAA) CONTRACT PROVISIONS

In this Attachment “F”, the term “Contractor” shall refer to the “Consultant”, and the term “Airport Sponsor” shall refer to the “City”.

If there are any conflicts between the terms and conditions of Attachment “F” and Article VI of the Agreement, the terms and conditions of Attachment “F” will prevail.

A. GENERAL REQUIREMENT FOR CONTRACT

1. The contractor (including all subcontractors) are required to insert these contract provisions in each contract and subcontract, and further require that the clauses be included in all subcontracts;
2. The contractor (or subcontractor) is required to incorporate applicable requirements of these contract provisions by reference for work done under any purchase orders, rental agreements and other agreements for supplies or services;
3. The contractor is responsible for compliance with these contract provisions by any subcontractor, lower-tier subcontractor or service provider; and
4. The contractor (or subcontractor) shall not modify the provisions.

Subject to the applicability criteria noted in the specific contract provisions, these contract provisions apply to all work performed on the contract.

B. FAILURE TO COMPLY

Failure to comply with the terms of these contract provisions may be sufficient grounds to:

1. Withhold progress payments or final payment,
2. Terminate the contract,
3. Seek suspension/debarment, or
4. Any other action determined to be appropriate by the Airport Sponsor or the FAA.

C. CONTRACT PROVISIONS

1. ACCESS TO RECORDS AND REPORTS (all AIP-funded projects)

The Contractor must maintain an acceptable cost accounting system. The Contractor agrees to provide the Sponsor, the Federal Aviation Administration, and the Comptroller General of the United States or any of their duly authorized

representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to the specific contract for the purpose of making audit, examination, excerpts and transcriptions. The Contractor agrees to maintain all books, records and reports required under this contract for a period of not less than three years after the final payment is made and all pending matters are closed.

2. **BREACH OF CONTRACT TERMS** (all contracts that exceed the simplified acquisition threshold as fixed at 41 USC 403(11). This threshold is presently set at \$100,000.)

Any violation or breach of terms of this contract on the part of the contractor or its subcontractors may result in the suspension or termination of this contract or such other action that may be necessary to enforce the rights of the parties of this agreement. The duties and obligations imposed by the Contract Documents and the rights and remedies available thereunder are in addition to, and not a limitation of, any duties, obligations, rights and remedies otherwise imposed or available by law.

3. **BUY AMERICAN PREFERENCES** (all AIP-funded projects, if this professional services agreement includes any manufactured product as a deliverable.)

BUY AMERICAN CERTIFICATION

The contractor agrees to comply with 49 USC § 50101, which provides that Federal funds may not be obligated unless all steel and manufactured goods used in AIP-funded projects are produced in the United States, unless the FAA has issued a waiver for the product; the product is listed as an Excepted Article, Material Or Supply in Federal Acquisition Regulation subpart 25.108; or is included in the FAA Nationwide Buy American Waivers Issued list.

A bidder or offeror must submit the appropriate Buy America certification (below) with all bids or offers on AIP funded projects. Bids or offers that are not accompanied by a completed Buy America certification must be rejected as nonresponsive.

Type of Certification is based on Type of Project:

There are two types of Buy American certifications.

- For projects for a facility, the Certificate of Compliance Based on Total Facility (Terminal or Building Project) must be submitted.
- For all other projects, the Certificate of Compliance Based on Equipment and Materials Used on the Project (Non-building construction projects such as runway or roadway construction; or equipment acquisition projects) must be submitted.

Certificate of Buy American Compliance for Total Facility

(Buildings such as Terminal, SRE, ARFF, etc.)

As a matter of bid responsiveness, the bidder or offeror must complete, sign, date, and submit this certification statement with their proposal. The bidder or offeror must indicate how they intend to comply with 49 USC § 50101 by selecting one of the following certification statements. These statements are mutually exclusive. Bidder must select one or the other (i.e. not both) by inserting a checkmark (✓) or the letter "X".

☒ Bidder or offeror hereby certifies that it will comply with 49 USC. 50101 by:

- a. Only installing steel and manufactured products produced in the United States; or
- b. Installing manufactured products for which the FAA has issued a waiver as indicated by inclusion on the current FAA Nationwide Buy American Waivers Issued listing; or
- c. Installing products listed as an Excepted Article, Material or Supply in Federal Acquisition Regulation Subpart 25.108.

By selecting this certification statement, the bidder or offeror agrees:

1. To provide to the Owner evidence that documents the source and origin of the steel and manufactured product.
 2. To faithfully comply with providing US domestic products
 3. To refrain from seeking a waiver request after establishment of the contract, unless extenuating circumstances emerge that the FAA determines justified.
- ☐ The bidder or offeror hereby certifies it cannot comply with the 100% Buy American Preferences of 49 USC § 50101(a) but may qualify for either a Type 3 or Type 4 waiver under 49 USC § 50101(b). By selecting this certification statement, the apparent bidder or offeror with the apparent low bid agrees:
1. To the submit to the Owner within 15 calendar days of the bid opening, a formal waiver request and required documentation that support the type of waiver being requested.
 2. That failure to submit the required documentation within the specified timeframe is cause for a non-responsive determination may results in rejection of the proposal.
 3. To faithfully comply with providing US domestic products at or above the approved US domestic content percentage as approved by the FAA.

4. To furnish US domestic product for any waiver request that the FAA rejects.
5. To refrain from seeking a waiver request after establishment of the contract, unless extenuating circumstances emerge that the FAA determines justified.

Required Documentation

Type 3 Waiver - The cost of components and subcomponents produced in the United States is more than 60% of the cost of all components and subcomponents of the "facility". The required documentation for a type 3 waiver is:

- a. Listing of all manufactured products that are not comprised of 100% US domestic content (Excludes products listed on the FAA Nationwide Buy American Waivers Issued listing and products excluded by Federal Acquisition Regulation Subpart 25.108; products of unknown origin must be considered as non-domestic products in their entirety)
- b. Cost of non-domestic components and subcomponents, excluding labor costs associated with final assembly and installation at project location.
- c. Percentage of non-domestic component and subcomponent cost as compared to total "facility" component and subcomponent costs, excluding labor costs associated with final assembly and installation at project location.

Type 4 Waiver – Total cost of project using US domestic source product exceeds the total project cost using non-domestic product by 25%. The required documentation for a type 4 of waiver is:

- a. Detailed cost information for total project using US domestic product
- b. Detailed cost information for total project using non-domestic product

False Statements: Per 49 USC § 47126, this certification concerns a matter within the jurisdiction of the Federal Aviation Administration and the making of a false, fictitious or fraudulent certification may render the maker subject to prosecution under Title 18, United States Code.

2/7/2022

Date



Signature

Professional Service Industries, Inc.

Company Name

Branch Manager

Title

* * * * *

Certificate of Buy American Compliance for Manufactured Products

(Non-building construction projects, equipment acquisition projects)

As a matter of bid responsiveness, the bidder or offeror must complete, sign, date, and submit this certification statement with their proposal. The bidder or offeror must indicate how they intend to comply with 49 USC § 50101 by selecting one on the following certification statements. These statements are mutually exclusive. Bidder must select one or the other (not both) by inserting a checkmark (✓) or the letter "X".

☒ Bidder or offeror hereby certifies that it will comply with 49 USC § 50101 by:

- a. Only installing steel and manufactured products produced in the United States, or;
- b. Installing manufactured products for which the FAA has issued a waiver as indicated by inclusion on the current FAA Nationwide Buy American Waivers Issued listing, or;
- c. Installing products listed as an Excepted Article, Material or Supply in Federal Acquisition Regulation Subpart 25.108.

By selecting this certification statement, the bidder or offeror agrees:

1. To provide to the Owner evidence that documents the source and origin of the steel and manufactured product.
2. To faithfully comply with providing US domestic product
3. To furnish US domestic product for any waiver request that the FAA rejects
4. To refrain from seeking a waiver request after establishment of the contract, unless extenuating circumstances emerge that the FAA determines justified.

☐ The bidder or offeror hereby certifies it cannot comply with the 100% Buy American Preferences of 49 USC § 50101(a) but may qualify for either a Type 3 or Type 4 waiver under 49 USC § 50101(b). By selecting this certification statement, the apparent bidder or offeror with the apparent low bid agrees:

1. To the submit to the Owner within 15 calendar days of the bid opening, a formal waiver request and required documentation that support the type of waiver being requested.
2. That failure to submit the required documentation within the specified timeframe is cause for a non-responsive determination may result in rejection of the proposal.

3. To faithfully comply with providing US domestic products at or above the approved US domestic content percentage as approved by the FAA.
4. To refrain from seeking a waiver request after establishment of the contract, unless extenuating circumstances emerge that the FAA determines justified.

Required Documentation

Type 3 Waiver - The cost of the item components and subcomponents produced in the United States is more than 60% of the cost of all components and subcomponents of the "item". The required documentation for a type 3 waiver is:

- a. Listing of all product components and subcomponents that are not comprised of 100% US domestic content (Excludes products listed on the FAA Nationwide Buy American Waivers Issued listing and products excluded by Federal Acquisition Regulation Subpart 25.108; products of unknown origin must be considered as non-domestic products in their entirety)
- b. Cost of non-domestic components and subcomponents, excluding labor costs associated with final assembly at place of manufacture.
- c. Percentage of non-domestic component and subcomponent cost as compared to total "item" component and subcomponent costs, excluding labor costs associated with final assembly at place of manufacture.

Type 4 Waiver – Total cost of project using US domestic source product exceeds the total project cost using non-domestic product by 25%. The required documentation for a type 4 of waiver is:

- a. Detailed cost information for total project using US domestic product
- b. Detailed cost information for total project using non-domestic product

False Statements: Per 49 USC § 47126, this certification concerns a matter within the jurisdiction of the Federal Aviation Administration and the making of a false, fictitious or fraudulent certification may render the maker subject to prosecution under Title 18, United States Code.

2/7/2022

Date


Signature

Professional Service Industries, Inc.

Company Name

Branch Manager

Title

4. **GENERAL CIVIL RIGHTS PROVISIONS (all contracts)**

The contractor agrees that it will comply with pertinent statutes, Executive Orders and such rules as are promulgated to ensure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or handicap be excluded from participating in any activity conducted with or benefiting from Federal assistance.

This provision binds the contractors from the bid solicitation period through the completion of the contract. This provision is in addition to that required of Title VI of the Civil Rights Act of 1964.

This provision also obligates the tenant/concessionaire/lessee or its transferee for the period during which Federal assistance is extended to the airport through the Airport Improvement Program, except where Federal assistance is to provide, or is in the form of personal property; real property or interest therein; structures or improvements thereon.

In these cases the provision obligates the party or any transferee for the longer of the following periods:

- a. The period during which the property is used by the airport sponsor or any transferee for a purpose for which Federal assistance is extended, or for another purpose involving the provision of similar services or benefits; or
- b. The period during which the airport sponsor or any transferee retains ownership or possession of the property.

5. **CIVIL RIGHTS-TITLE IV COMPLIANCE WITH NONDISCRIMINATION REQUIREMENTS (all AIP funded projects)**

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

1. **Compliance with Regulations:** The contractor (hereinafter includes consultants) will comply with the **Title VI List of Pertinent Nondiscrimination Statutes and Authorities**, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
2. **Non-discrimination:** The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.

3. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor's obligations under this contract and the Acts and the Regulations relative to Non-discrimination on the grounds of race, color, or national origin.
 4. **Information and Reports:** The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the sponsor or the Federal Aviation Administration to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the sponsor or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.
 5. **Sanctions for Noncompliance:** In the event of a contractor's noncompliance with the Non-discrimination provisions of this contract, the sponsor will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:
 - a. Withholding payments to the contractor under the contract until the contractor complies; and/or
 - b. Cancelling, terminating, or suspending a contract, in whole or in part.
 6. **Incorporation of Provisions:** The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with respect to any subcontractor or procurement as the sponsor or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the sponsor to enter into any litigation to protect the interests of the sponsor. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.
6. **CLEAN AIR AND WATER POLLUTION CONTROL** (all contracts that exceed \$100,000)

Contractors and subcontractors agree:

1. That any facility to be used in the performance of the contract or subcontract or to benefit from the contract is not listed on the Environmental Protection Agency (EPA) List of Violating Facilities;
2. To comply with all the requirements of Section 114 of the Clean Air Act, as amended, 42 U.S.C. 1857 et seq. and Section 308 of the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq. relating to inspection, monitoring, entry, reports, and information, as well as all other requirements specified in Section 114 and Section 308 of the Acts, respectively, and all other regulations and guidelines issued thereunder;
3. That, as a condition for the award of this contract, the contractor or subcontractor will notify the awarding official of the receipt of any communication from the EPA indicating that a facility to be used for the performance of or benefit from the contract is under consideration to be listed on the EPA List of Violating Facilities;
4. To include or cause to be included in any construction contract or subcontract which exceeds \$100,000 the aforementioned criteria and requirements.

7. CONTRACT WORKHOURS AND SAFETY STANDARDS ACT REQUIREMENTS (all contracts that exceed \$100,000)

1. Overtime Requirements.

No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic, including watchmen and guards, in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

2. Violation; Liability for Unpaid Wages; Liquidated Damages.

In the event of any violation of the clause set forth in paragraph (1) above, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph 1 above, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in

excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph 1 above.

3. Withholding for Unpaid Wages and Liquidated Damages.

The Federal Aviation Administration or the Sponsor shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any monies payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other Federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph 2 above.

4. Subcontractors.

The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraphs 1 through 4 and also a clause requiring the subcontractor to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs 1 through 4 of this section.

8. **CERTIFICATE REGARDING DEBARMENT AND SUSPENSION (BIDDER OR OFFEROR)** (all contracts that exceed \$25,000)

By submitting a bid/proposal under this solicitation, the bidder or offeror certifies that at the time the bidder or offeror submits its proposal that neither it nor its principals are presently debarred or suspended by any Federal department or agency from participation in this transaction.

9. **DISADVANTAGED BUSINESS ENTERPRISES** (all AIP-funded projects)

Contract Assurance (49 CFR § 26.13) - The contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy, as the recipient deems appropriate.

Prompt Payment (49 CFR §26.29)- The prime contractor agrees to pay each subcontractor under this prime contract for satisfactory performance of its contract no later than thirty (30) days from the receipt of each payment the prime contractor receives from the City. The prime contractor agrees further to return retainage payments to each subcontractor within thirty (30) days after the subcontractor's work is satisfactorily completed. Any delay or postponement of payment from the above referenced time frame

may occur only for good cause following written approval of the City. This clause applies to both DBE and non-DBE subcontractors.

10. FEDERAL FAIR LABOR STANDARDS ACT (FEDERAL MINIMUM WAGE) (all contracts)

All contracts and subcontracts that result from this solicitation incorporate the following provisions by reference, with the same force and effect as if given in full text. The contractor has full responsibility to monitor compliance to the referenced statute or regulation. The contractor must address any claims or disputes that pertain to a referenced requirement directly with the Federal Agency with enforcement responsibilities.

Requirement	Federal Agency with Enforcement Responsibilities
Federal Fair Labor Standards Act (29 USC 201)	U.S. Department of Labor – Wage and Hour Division

11. LOBBYING AND INFLUENCING FEDERAL EMPLOYEES (all AIP-funded projects)

The bidder or offeror certifies by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the bidder or offeror, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to

a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

12. OCCUPATIONAL SAFETY AND HEALTH ACT OF 1970 (all contracts)

All contracts and subcontracts that result from this solicitation incorporate the following provisions by reference, with the same force and effect as if given in full text. The contractor has full responsibility to monitor compliance to the referenced statute or regulation. The contractor must address any claims or disputes that pertain to a referenced requirement directly with the Federal Agency with enforcement responsibilities.

Requirement	Federal Agency with Enforcement Responsibilities
Occupational Safety and Health Act of 1970 (20 CFR Part 1910)	U.S. Department of Labor – Occupational Safety and Health Administration

13. RIGHTS TO INVENTIONS (all AIP-funded projects)

All rights to inventions and materials generated under this contract are subject to requirements and regulations issued by the FAA and the Sponsor of the Federal grant under which this contract is executed.

14. TERMINATION OF CONTRACT (contracts that exceed \$10,000)

1. The Sponsor may, by written notice, terminate this contract in whole or in part at any time, either for the Sponsor's convenience or because of failure to fulfill the contract obligations. Upon receipt of such notice services must be immediately discontinued (unless the notice directs otherwise) and all materials as may have been accumulated in performing this contract, whether completed or in progress, delivered to the Sponsor.
2. If the termination is for the convenience of the Sponsor, an equitable adjustment in the contract price will be made, but no amount will be allowed for anticipated profit on unperformed services.
3. If the termination is due to failure to fulfill the contractor's obligations, the Sponsor may take over the work and prosecute the same to completion by contract or otherwise. In such case, the contractor is liable to the Sponsor for any additional cost occasioned to the Sponsor thereby.
4. If, after notice of termination for failure to fulfill contract obligations, it is determined that the contractor had not so failed, the termination will be deemed

to have been effected for the convenience of the Sponsor. In such event, adjustment in the contract price will be made as provided in paragraph 2 of this clause.

5. The rights and remedies of the sponsor provided in this clause are in addition to any other rights and remedies provided by law or under this contract.

15. TRADE RESTRICTION CLAUSE (all AIP-funded projects)

The contractor or subcontractor, by submission of an offer and/or execution of a contract, certifies that it:

- a. is not owned or controlled by one or more citizens of a foreign country included in the list of countries that discriminate against U.S. firms published by the Office of the United States Trade Representative (USTR);
- b. has not knowingly entered into any contract or subcontract for this project with a person that is a citizen or national of a foreign country on said list, or is owned or controlled directly or indirectly by one or more citizens or nationals of a foreign country on said list;
- c. has not procured any product nor subcontracted for the supply of any product for use on the project that is produced in a foreign country on said list.

Unless the restrictions of this clause are waived by the Secretary of Transportation in accordance with 49 CFR 30.17, no contract shall be awarded to a contractor or subcontractor who is unable to certify to the above. If the contractor knowingly procures or subcontracts for the supply of any product or service of a foreign country on said list for use on the project, the Federal Aviation Administration may direct through the Sponsor cancellation of the contract at no cost to the Government.

Further, the contractor agrees that, if awarded a contract resulting from this solicitation, it will incorporate this provision for certification without modification in each contract and in all lower tier subcontracts. The contractor may rely on the certification of a prospective subcontractor unless it has knowledge that the certification is erroneous.

The contractor shall provide immediate written notice to the sponsor if the contractor learns that its certification or that of a subcontractor was erroneous when submitted or has become erroneous by reason of changed circumstances. The subcontractor agrees to provide written notice to the contractor if at any time it learns that its certification was erroneous by reason of changed circumstances.

This certification is a material representation of fact upon which reliance was placed when making the award. If it is later determined that the contractor or subcontractor knowingly rendered an erroneous certification, the Federal Aviation Administration may

direct through the Sponsor cancellation of the contract or subcontract for default at no cost to the Government.

Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by this provision. The knowledge and information of a contractor is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

This certification concerns a matter within the jurisdiction of an agency of the United States of America and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under Title 18, United States Code, Section 1001.

16. TEXTING WHEN DRIVING (all contracts)

In accordance with Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving" (10/1/2009) and DOT Order 3902.10 "Text Messaging While Driving" (12/30/2009), FAA encourages recipients of Federal grant funds to adopt and enforce safety policies that decrease crashes by distracted drivers, including policies to ban text messaging while driving when performing work related to a grant or sub-grant.

The Contractor must promote policies and initiatives for employees and other work personnel that decrease crashes by distracted drivers, including policies to ban text messaging while driving. The Contractor must include these policies in each third party subcontract involved on this project.