

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

DEPARTMENT: Engineering and Construction Management

AGENDA DATE: January 22, 2013

CONTACT PERSON NAME AND PHONE NUMBER: Irene D. Ramirez, P.E., Interim City Engineer (X4428)

DISTRICT(S) AFFECTED: All

SUBJECT:

That the City Council authorizes the City Manager to enter into a Job Order Contract for City Owned Facilities with Vistacon Ventures, LLC, a Texas Limited Liability Company, in the amount not to exceed one million five hundred thousand and no/100 dollars (\$1,500,000.00) over a two year period. This is a "job order contract" as allowed pursuant to Texas Government Code Section 2267. Vistacon Ventures, LLC competitively bid for job order contracting services and was selected by the Education Service Center Region 19. The Contractor is entitled to perform only the work issued by individual project work orders.

BACKGROUND / DISCUSSION:

This contract will be used as a job order contract for city owned facilities. The contract will enable City staff to respond quickly to needs and repairs on city facilities.

PRIOR COUNCIL ACTION:

On March 4, 2008, City Council approved a resolution whereby the City of El Paso agreed to participate in the ESC-Region 19 Cooperative Purchasing Program.

AMOUNT AND SOURCE OF FUNDING:

Maximum amount of \$1,500,000.00. Various funding sources from capital projects will fund work orders.

BOARD / COMMISSION ACTION:

N/A

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

DEPARTMENT HEAD:



Dedicated to Outstanding Customer Service for a Better Community

SERVICE SOLUTIONS SUCCESS

ENGINEERING AND CONSTRUCTION
MANAGEMENT DEPARTMENT



January 14, 2013

To: Bruce D. Collins, Purchasing Manager

From: Irene D. Ramirez, P.E., Interim City Engineer

Signature: Irene D. Ramirez

Re: Job Order Contract for City Owned Facilities with Vistacon Ventures, LLC, Contract 2013-124

The Engineering and Construction Management Department recommends utilizing ESC Region 19 contract number 13-6901, for a Job Order Contract for City Owned Facilities with Vistacon Ventures, LLC in the amount not to exceed one million five hundred thousand and no/100 dollars (\$1,500,000.00) over a two year period.

The following are the factors used to evaluate the use of this procurement program as the best approach:

1. *Is there an urgent need for the product/service? In other words, is time of the essence?*

Yes. The contract will enable City staff to respond quickly to needs and repairs on city facilities

2. *Does the purchase through the Program promote the standardization of equipment?*

N/A

3. *Does the purchase through the Program support local business? If not, is there a comparable product/service available locally?*

Yes, Vistacon Ventures, LLC was established May 10, 2011, located at 1161 Kessler Drive, El Paso, Vistacon Ventures LLC key contact individuals are located in El Paso.

4. *Do the available vendors have prior work experience and/or familiarity with the City?*

Yes. Vistacon Ventures worked on a Job Order Contract at Ft. Bliss, Texas under the realm of Vistacon, Inc. Vistacon Ventures local projects include apartment/fire repair, retail build out, retail centers, home improvements, health care facility, roof replacement and re-roofing. Total local projects valued \$6.2 million.

5. *Is the pricing reasonable as compared to other similar products/work performed for the City of El Paso in the past or as quoted from other companies?*

Price reasonableness has been established because the cooperative purchasing agency used a competitive bidding process in the awarding of the contract. The participation by the City of El Paso in the ESC-Region 19 Cooperative Purchasing Program was approved by Mayor and City Council on May 4, 2008.

Mayor
John F. Cook

City Council

District 1
Ann Morgan Lilly

District 2
Susie Byrd

District 3
Emma Acosta

District 4
Carl L. Robinson

District 5
Dr. Michel R. Noe

District 6
Eddie Holguin Jr.

District 7
Steve Ortega

District 8
Corney Carlisle Noland

City Manager
Joyce A. Wilson

CONTRACT
FOR
MINOR CONSTRUCTION, REPAIR, REHABILITATION OR ALTERATION
OF
CITY OWNED FACILITIES
VISTACON VENTURES, LLC

JANUARY 22, 2013

THE STATE OF TEXAS)
)
COUNTY OF EL PASO)

**CONTRACT FOR MINOR CONSTRUCTION
REPAIR, REHABILITATION OR ALTERATION
OF CITY OWNED FACILITIES**

THIS AGREEMENT, made this ____ day of _____, 2013 and between THE CITY OF EL PASO, County of El Paso, Texas, hereinafter called "Owner", acting herein through its City Manager, Joyce Wilson and VISTACON VENTURES, LLC., a Texas Limited Liability Company, of EL PASO, County of El Paso and STATE OF TEXAS, hereinafter called "Contractor".

WITNESSETH: That for and in consideration of the payments and agreements hereinafter mentioned, to be made and performed by the Owner, the Contractor hereby agrees with the Owner to commence and complete the construction described as follows:

**MINOR CONSTRUCTION, REPAIR, REHABILITATION OR ALTERATION OF
CITY-OWNED FACILITIES
Contract Reference No. 2013-124**

hereinafter called the "Project", for a sum not to exceed **One Million Five Hundred Thousand Dollars and No/00 (\$1,500,000.00)**, for work in connection therewith, under the terms as stated in the contract documents; and at Contractor(s) own proper cost and expense to furnish all the materials, supplies, machinery, equipment, tools, superintendence, labor, insurance and other accessories and services necessary to complete the said Project, as set forth in this Contract and all Work Orders, in accordance with the conditions stated in the General Conditions, Supplemental General Conditions and Special Conditions of the Contract, the individual Work Orders (as show in **Attachment "A"**) issued pursuant to this Contract, which include all maps, plats, blueprints and other drawings and printed or written explanatory matter thereof, the specifications and contract documents thereof as furnished by the City Engineer or his designated representative, and as enumerated in Paragraph 1.5 of the General Conditions, all of which are made a part hereof and collectively evidence and constitute the Contract.

This contract shall have a term of two years from the date last entered below.

The Contractor hereby agrees to commence work under this Contract on a date to be specified in each written Work Order from the Owner or Owner's Designated Representative, and to substantially complete the work within the period designated in the individual Work Order and to achieve Final Completion on or

before the date specified in each individual Work Order, unless such time is extended by the Owner.. The Contractor further agrees to pay, as liquidated damages, the sum of ONE HUNDRED DOLLARS (\$100.00) for each work day thereafter, as hereinafter provided in Paragraph 6.8 of the General Conditions.

The Contractor shall perform all work for the unit prices which shall be calculated as set forth in **Attachment B**, attached hereto, including all applicable taxes, insurance, bonding premiums, licenses, permits and fees and profit. Costs for Payment and Performance Bonds required of the Contractor are included in the Contractor's coefficient multiplier.

Contractor shall provide a one-year warranty for the work of each Work Order pursuant to Section 5.15 of the General Conditions. The one-year shall begin on the date of final acceptance of the work in the Work Order by the Owner.

The Owner's designated representative for this Contract that is responsible for issuing Work Orders pursuant to this Contract and to whom notice shall be given whenever notice is required by this Contract is: Irene D. Ramirez, Interim City Engineer, Engineering and Construction Management Department, City of El Paso, 2 Civic Center Plaza, 4th Floor, El Paso, Texas 79901; phone 915-541-4200, or her designated representative. The Contractor shall not accept work orders under this Contract from any other person.

The exact scope of the Work will be set forth in each Work Order. The Scope of Work may include, but is not limited to, any of the items set forth in **Attachment C** attached hereto.

Contractor shall not pay less than the prevailing wage rates. The Owner shall notify which wage rate is applicable to each Work Order.

Certificates of insurance showing insurance coverage in the amounts indicated in **Attachment D** attached hereto, shall be kept current during the term of this contract.

Contractor shall be required to provide Payment and Performance Bonds in accordance with Chapter 2253 of the Texas Government Code using the forms in **Attachment E** attached hereto. Bond amount may be

for the full amount of this contract or for the amount of work orders, provided that the amount of the bonds shall always be sufficient to equal or exceed the combined total of all work orders issued.

This Contract shall include the Contract, General Conditions, Supplemental General Conditions, Special Conditions, The Contract Forms attached hereto and any agreed upon amendments. Once signed, if the Contractor's proposal varies or is unclear in any way from the Contract, the City at its sole discretion, will decide which provisions apply.

This Contract shall be construed and interpreted in accordance with the laws of the State of Texas, The El Paso City Charter and any ordinance of the City of El Paso and this Contract shall be enforceable in El Paso County, Texas and exclusive venue shall lie in El Paso County, Texas.

The undersigned declares that the only persons or parties interested in this Contract as principals are those named herein, and that this Contract is made without any collusion with any person, from or corporation.

WITNESS THE FOLLOWING SIGNATURES:

**OWNER:
CITY OF EL PASO**

Joyce A. Wilson,
City Manager

**CONTRACTOR:
VISTACON VENTURES, LLC**



Basilio A. Silva, Jr., P.E.,
President, Vistacon Ventures, LLC
1161 Kessler
El Paso, TX 79907
(915) 592-0321

APPROVED AS TO FORM:



Cynthia Osborn
Assistant City Attorney

APPROVED AS TO CONTENT:



Irene D. Ramirez, P.E.
Interim City Engineer

If the Contractor be a corporation, the following certificate should be executed:

I, _____, certify that I am the _____ (title) of the corporation named as Contractor, hereinabove; and that _____, who signed the foregoing Contract on behalf of the Contractor was then _____ (title) of said corporation; that said Contract was duly signed for and in behalf of said corporation by authority of its governing body, and is within the scope of its corporate powers.

CORPORATE (title) SIGNATURE AND CORPORATE SEAL



ATTACHMENT A
CITY OF EL PASO
WORK ORDER FORM

WORK ORDER NO. _____

Contract No.

Date:

Date work shall begin: _____

Number of consecutive calendar days to substantially complete the work: _____

Number of consecutive calendar days to finally complete the work: _____

Work Order Site/Address: _____

Work Order (Brief Title/Description): _____

Applicable wage rate – see attached

Federal Forms apply to this Work Order: Yes _____ No _____

Lump Sum Fixed Cost: \$ _____ (if quantities are only estimated, place “not applicable” on this line).

Detail description of work in this Work Order

Most Current R.S. Means Book (Provide name of book below) Page and description	Unit Price	Number of Units	Multiplied by coefficient	Total
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____

When fully executed, this document is your AUTHORIZATION TO PROCEED with the work detailed above.

CONTRACTOR:

City of El Paso, Engineering Department

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

Attachment "B"

Pricing

This Contract is a variable term, indefinite delivery, indefinite quantity contract for construction services on an on call basis through negotiated line item delivery orders (Work Orders) to include minor construction, repair, rehabilitation or alteration of city owned facilities. Price is based upon the Coefficient applied to the El Paso, Texas Cost Index and the line items applicable current edition data book of R.S. Means.

Each Work Order may be a fixed price, lump-sum contract based substantially on contractual unit pricing applied to estimated quantities or may be a unit price order based on the quantities and line times delivered (Texas Government Code Section 2267.404).

DEFINITIONS

CITY COST INDEX: Defined pricing indices published by R.S. Means (see R.S. Means) as local modifiers to the national cost data.

COEFFICIENT: is the Contractors' coefficient multiplier that is applied to the local city cost index and the unit price book R.S. Means. It will include all of the direct costs in doing the work to complete any task/work order. It will include all overhead items such as office, safety, equipment, vehicles and fuel, computers, printers, programs, insurance maintenance, final site clean up and all contingencies and program project management and administration.

JOB ORDER/WORK ORDER: A line item estimate taken from a Work Order using the coefficient and R.S. Means which once agreed to by the City becomes a lump sum fixed price contract and a notice to proceed for the stated scope attached to the purchase order.

UNIT PRICE BOOK (UPB): The current addition of the applicable cost data book published by R.S. Means. The published quarterly updates of such cost data book will also be allowed. All applicable national, state, and local laws, codes, standards and regulations shall be followed.

ATTACHMENT "C"
SCOPE OF WORK

CITY OF EL PASO
CONTRACT FOR MINOR CONSTRUCTION, REPAIR, REHABILITATION OR
ALTERATION OF CITY OWNED FACILITIES

The Contractor will provide, furnish and install all the labor, materials, necessary tools, expendable equipment, and all utility and transportation services, and to complete in a workmanlike manner all the work required for the minor construction and repair, including, but not limited to, repair, rehabilitation and alteration of Owner's facilities, as listed below:

Construct, replace, repair, install, remove, abate, and/or demolish items as covered in any or all of the following categories:

- I. Structural Systems
 - A. Foundations
 - B. Grading & Drainage
 - C. Roof Covering Materials
 - D. Roof Structure and Attic
 - E. Walls (interior & exterior)
 - F. Ceilings and Floors
 - G. Doors (Interiors & Exterior)
 - H. Windows
 - I. Stairways (Interior & Exterior)
 - J. Fireplace/Chimney
 - K. Porches, Balconies, Decks and Carports

- II. Electrical Systems
 - A. Overhead service
 - B. Underground service
 - C. Main Service
 - D. Service Entrance and Panels
 - E. Branch Circuits, Connected Devices, and Fixtures
 - F. Receptacle outlets
 - G. Lighting

- III. Heating, Ventilation and Air Conditioning Systems
 - A. Heating Equipment
 - B. Cooling Equipment
 - C. Duct System, Chases, Vents, and Grilles
 - D. Ceiling Fans
 - E. Window Fans

- IV. Plumbing System
 - A. Water Supply System and Fixtures

- B. Sewer System and Fixtures
 - C. Drains, Wastes, Vents
 - D. Water Heating Equipment
 - E. Sinks
 - F. Showers and tubs
- V. Appliances
- A. Dishwasher
 - B. Food Waste Disposer
 - C. Range Exhaust Vent
 - D. Ranges, Cooktops, Ovens
 - E. Microwave Oven
 - F. Trash Compactor
 - G. Mechanical Exhaust Vents and Bathroom Heaters
 - H. Garage Door Operator(s)
 - I. Door Bell and Chimes
 - J. Dryer Vents
 - K. Refrigerator
- VI. Security
- A. Locks on doors/gates
 - B. Security bars on windows/doors
 - C. Security systems
- VII. Hazardous Material including Lead Paint
- A. Interior surfaces
 - B. Exterior surfaces
 - C. Soil
- VIII. Energy Efficiency
- A. Doors
 - B. Windows
 - C. Fixed joints
 - D. Appliances
 - E. Insulation (Interior & Exterior)
- IX. Optional Systems
- A. Lawn and Garden Sprinkler Systems
 - B. Swimming Pools, Spas, Hot Tubs and Equipment
 - C. Outbuildings
 - D. Outdoor Cooking Equipment
 - E. Gas Supply Systems
 - F. Private Water Wells
 - G. Private Sewage Disposal (Septic) Systems
 - H. Whole House Vacuum Systems
 - I. Other Built In Appliances

- X. Demolition
 - A. Main structure
 - B. Outbuildings
 - C. Swimming Pool
 - D. Water Well
 - E. Septic System

- XI. Other
 - A. Cabinets
 - B. Garage Doors
 - C. Basements
 - D. Attic
 - E. Railings
 - F. Tie Downs
 - G. Smoke Detectors
 - H. Accessibility
 - I. Infestation
 - J. Termites
 - K. Elevators
 - L. Mailboxes

- XII. General Fire Protection Safety
 - A. Means of Egress
 - B. Fire Resistance Rating
 - C. Fire Protection System

PLEASE NOTE MANDATORY REQUIREMENTS ON BUILDING STRUCTURE PROJECTS OF SECTION 5.24A OF THE GENERAL CONTRACT CONDITIONS, APPRENTICES.

Prior to commencing of any work order project the Contractor shall submit to the City of El Paso Responsible City Department and obtain approval of, the Sequence of Construction, Schedule of Work, and the approval of the City's Traffic Engineering Division of Traffic Control Plans (if necessary).

END SCOPE OF WORK



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.
BLANKET ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS -
WITH PRODUCTS-COMPLETED OPERATIONS COVERAGE

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE (OPTIONAL)

Name of Additional Insured Persons Or Organizations
(As required by "written contract" per Paragraph A. below.)

Locations of Covered Operations
(As per the "written contract," provided the location is within the "coverage territory" of this Coverage Part.)

A. Section II - Who Is An Insured is amended to include as an additional insured:

1. Any person or organization whom you are required by "written contract" to add as an additional insured on this Coverage Part; and
2. The particular person or organization, if any, scheduled above.

B. The insurance provided to the additional insured is limited as follows:

1. The person or organization is an additional insured only with respect to liability for "bodily injury," "property damage," or "personal and advertising injury" caused in whole or in part by:
 - a. Your acts or omissions; or
 - b. The acts or omissions of those acting on your behalf

in the performance of your ongoing operations specified in the "written contract"; or

- c. "Your work" that is specified in the "written contract" but only for "bodily injury" or "property damage" included in the "products-completed operations hazard," and only if:
 - (1) The "written contract" requires you to provide the additional insured such coverage; and
 - (2) This Coverage Part provides such coverage.

2. We will not provide the additional insured any broader coverage or any higher limit of insurance than the least that is:

- a. Required by the "written contract";
- b. Described in B.1. above; or
- c. Afforded to you under this policy.

3. This insurance is excess of all other insurance available to the additional insured whether on a primary, excess, contingent or any other basis. But if required by the "written contract," this insurance will be primary and non-contributory relative to insurance on which the additional insured is a Named Insured.

4. The insurance provided to the additional insured does not apply to "bodily injury," "property damage," or "personal and advertising injury arising out of:

- a. The rendering of, or the failure to render, any professional architectural, engineering, or surveying services, including:
 - (1) The preparing, approving, or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; and
 - (2) Supervisory, inspection, architectural or engineering activities; or

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- b. Any premises or work for which the additional insured is specifically listed as an additional insured on another endorsement attached to this Coverage Part.

C. SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS is amended as follows:

- 1. The **Duties In The Event of Occurrence, Offense, Claim or Suit** condition is amended to add the following additional conditions applicable to the additional insured:

An additional insured under this endorsement will as soon as practicable:

- (1) Give us written notice of an "occurrence" or an offense which may result in a claim or "suit" under this insurance, and of any claim or "suit" that does result;
- (2) Except as provided in Paragraph B.3 of this endorsement, agree to make available any other insurance the additional insured has for a loss we cover under this Coverage Part;
- (3) Send us copies of all legal papers received, and otherwise cooperate with us in the investigation, defense, or settlement of the claim or "suit"; and
- (4) Tender the defense and Indemnity of any claim or "suit" to any other insurer or self insurer whose policy or program applies to a loss we cover under this Coverage Part. But if the "written contract" requires this insurance to be primary and non-contributory, this provision (4) does not apply to insurance on which the additional insured is a Named Insured.

We have no duty to defend or indemnify an additional insured under this endorsement until we receive from the additional insured written notice of a claim or "suit."

- 2. With respect only to the insurance provided by this endorsement, the first sentence of Paragraph 4.a. of the Other Insurance Condition is deleted and replaced with the following:

4. Other Insurance

a. Primary Insurance

This insurance is primary and non-contributory except when rendered excess by endorsement G-140331-C, or when Paragraph b. below applies.

- D. Only for the purpose of the insurance provided by this endorsement, **SECTION V – DEFINITIONS** is amended to add the following definition:

"Written contract" means a written contract or written agreement that requires you to make a person or organization an additional insured on this Coverage Part, provided the contract or agreement:

- 1. Is currently in effect or becomes effective during the term of this policy; and
- 2. Was executed prior to:
 - a. The "bodily injury" or "property damage"; or
 - b. The offense that caused the "personal and advertising injury"

for which the additional insured seeks coverage under this Coverage Part.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Name Of Person Or Organization:

ANY PERSON OR ORGANIZATION ON WHOSE
BEHALF YOU ARE REQUIRED TO OBTAIN THIS
WAIVER OF OUR RIGHT FROM RECOVERY FROM
UNDER A WRITTEN CONTRACT OR AGREEMENT.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The following is added to Paragraph 8. Transfer Of
Rights Of Recovery Against Others To Us of
Section IV - Conditions:

We waive any right of recovery we may have against
the person or organization shown in the Schedule
above because of payments we make for injury or
damage arising out of your ongoing operations or "your
work" done under a contract with that person or
organization and included in the "products-completed
operations hazard." This waiver applies only to the
person or organization shown in the Schedule above.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.
DESIGNATED INSURED

This endorsement modifies insurance provided under the following:

- BUSINESS AUTO COVERAGE FORM
- GARAGE COVERAGE FORM
- MOTOR CARRIER COVERAGE FORM
- TRUCKERS COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by this endorsement.

This endorsement identifies person(s) or organization(s) who are "insureds" under the Who Is An Insured Provision of the Coverage Form. This endorsement does not alter coverage provided in the Coverage Form.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Endorsement Effective:	Countersigned By:
Named Insured:	(Authorized Representative)

SCHEDULE

<p>Name of Person(s) or Organization(s): ANY PERSON OR ORGANIZATION WHERE YOU ARE REQUIRED TO ADD AS AN ADDITIONAL INSURED TO THIS POLICY UNDER A WRITTEN CONTRACT OR AGREEMENT</p>
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(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to the endorsement.)

Each person or organization shown in the Schedule is an "insured" for Liability Coverage, but only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured Provision contained in Section II of the Coverage Form.

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POLICY NUMBER: 2094390741

COMMERCIAL AUTO
CA 04 44 03 10

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US (WAIVER OF SUBROGATION)

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
BUSINESS AUTO PHYSICAL DAMAGE COVERAGE FORM
GARAGE COVERAGE FORM
MOTOR CARRIER COVERAGE FORM
TRUCKERS COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Named Insured: Vistacon Ventures, LLC

Endorsement Effective Date: 05/31/2013

SCHEDULE

Name(s) Of Person(s) Or Organization(s):

ANY PERSON OR ORGANIZATION FOR WHOM
OR WHICH YOU ARE REQUIRED BY WRITTEN
CONTRACT OR AGREEMENT TO OBTAIN THIS
WAIVER FROM US. YOU MUST AGREE TO THAT
REQUIREMENT PRIOR TO LOSS

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The Transfer Of Rights Of Recovery Against Others To Us Condition does not apply to the person(s) or organization(s) shown in the Schedule, but only to the extent that subrogation is waived prior to the "accident" or the "loss" under a contract with that person or organization.

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TEXAS WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

This endorsement applies only to the insurance provided by the policy because Texas is shown in Item 3.A. of the Information Page.

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule, but this waiver applies only with respect to bodily injury arising out of the operations described in the Schedule where you are required by a written contract to obtain this waiver from us.

This endorsement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

The premium for this endorsement is shown in the Schedule.

Schedule

- 1. () Specific Waiver

Name of person or organization

- (X) Blanket Waiver

Any person or organization for whom the Named Insured has agreed by written contract to furnish this waiver.

- 2. Operations: ALL TEXAS LOCATIONS AND OPERATIONS

- 3. Premium

The premium charge for this endorsement shall be 2 percent of the premium developed on payroll in connection with work performed for the above person(s) or organization(s) arising out of the operations described.

- 4. Advance Premium SEE SCHED

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective
Insured Vistacon Ventures, LLC

Policy No. WC294390738

Endorsement No.

Premium \$

Insurance Company Transportation Insurance Co.

Counterigned by _____

ATTACHMENT "E"
BOND FORMS

PERFORMANCE BOND
(Value of this Bond must be 100% of Contract amount)

KNOW ALL MEN BY THESE PRESENTS:

THAT _____, hereinafter called the "Principal", as Principal and _____, a Corporation organized and existing under the laws of the State of _____ with its principal office in the City of _____, hereinafter called the "Surety", as Surety, are held and firmly bound unto THE CITY OF EL PASO, TEXAS, hereinafter called the "Obligee", in the amount of _____ Dollars and _____ Cents (\$ _____), for the payment whereof, the said Principal and Surety bind themselves and their heirs, administrators, executors, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has entered into a certain written Contract with the Obligee, dated the _____ day of _____, 20____ to construct _____, Contract No. _____, which Contract is hereby referred to and made a part hereof as fully and to the same extent as if copied at length herein.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH that, if the said Principal shall faithfully perform the work in accordance with the plans, specifications and contract documents, then this obligation shall be void; otherwise, to remain in full force and effect.

PROVIDED, HOWEVER, that this Bond is executed pursuant to the provisions of Chapter 2253, Texas Government Code, as amended, and all liabilities on this Bond shall be determined in accordance with the provisions of said Chapter to the same extent as if it were copied at length herein. The Surety hereby waives notice of any change, including changes of time, to the construction contract, related subcontracts and purchase orders, which is made in accordance with Section 252.048, Texas Local Government Code.

IN WITNESS, WHEREOF, the said Principal and Surety have signed and sealed this instrument this _____ day of _____, 20____.

WITNESS: _____

ATTEST: _____

Principal - Company Name

Address

City, State, Zip Code

Telephone No.

Surety - Company Name

Address

City, State, Zip Code

Telephone No.

Signed By (Principal Agent) (Seal)

Principal Agent's Name (Printed or Typed)

Fax No.

Signed By (Surety Agent) (Seal)

Surety Agent's Name (Printed or Typed)

Fax No.

INSERT

POWER OF ATTORNEY

AFTER

PERFORMANCE BOND

NOTE:

- **DO NOT SUBSTITUTE BOND FORM**
- **BOND MUST BEAR FOUR (4) SIGNATURES: (1) WITNESS, (2) ATTEST, (3) CONTRACTOR AND (4) ATTORNEY-IN-FACT**
- **DATE ON POWER OF ATTORNEY MUST BE SAME AS DATE ON BOND**
- **SEPARATE POWER OF ATTORNEY FORMS MUST BE PROVIDED FOR EACH BOND (PERFORMANCE & PAYMENT BOND)**
- **AGENT RESIDENT DESIGNATION MUST CONTAIN SURETY'S SEAL, ASSIGNMENT BY SURETY AGENT, AND ACKNOWLEDGMENT OF SUCH ASSIGNMENT BY AGENT RESIDENT.**

PAYMENT BOND
(Value of this Bond must be 100% of Contract amount)

KNOW ALL MEN BY THESE PRESENTS:

THAT _____, hereinafter called the "Principal", as Principal and _____, a Corporation organized and existing under the laws of the State of _____ with its principal office in the City of _____, hereinafter called the "Surety", as Surety, are held and firmly bound unto THE CITY OF EL PASO, TEXAS, hereinafter called the "Obligee", in the amount of _____ Dollars and ____ Cents (\$ _____), for the payment whereof, the said Principal and Surety bind themselves and their heirs, administrators, executors, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has entered into a certain written Contract with the Obligee, dated the ____ day of ____, 20____, to construct _____, Contract No. _____, which Contract is hereby referred to and made a part hereof as fully and to the same extent as if copied at length herein.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH that, if the said Principal shall pay all claimants supplying labor and materials to him, or a subcontractor in the prosecution of the work provided for in said Contract, then this obligation shall be void; otherwise, to remain in full force and effect.

PROVIDED, HOWEVER, that this Bond is executed pursuant to the provisions of Chapter 2253, Texas Government Code, as amended, and all liabilities on this Bond shall be determined in accordance with the provisions of said Chapter to the same extent as if it were copied at length herein.

IN WITNESS, WHEREOF, the said Principal and Surety have signed and sealed this instrument this ____ day of _____, 20____.

WITNESS: _____

ATTEST: _____

Principal - Company Name

Address

City, State, Zip Code

Telephone No.

Surety - Company Name

Address

City, State, Zip Code

Telephone No.

Signed By (Principal Agent) (Seal)

Principal Agent's Name (Printed or Typed)

Fax No.

Signed By (Surety Agent) (Seal)

Surety Agent's Name (Printed or Typed)

Fax No.

INSERT

POWER OF ATTORNEY

AFTER

PAYMENT BOND

NOTE:

- DO NOT SUBSTITUTE BOND FORM
- BOND MUST BEAR FOUR (4) SIGNATURES: (1) WITNESS, (2) ATTEST, (3) CONTRACTOR AND (4) ATTORNEY-IN-FACT
- DATE ON POWER OF ATTORNEY MUST BE SAME AS DATE ON BOND
- A SEPARATE POWER OF ATTORNEY FORM MUST BE PROVIDED FOR EACH BOND (PERFORMANCE & PAYMENT BOND)
- AGENT RESIDENT DESIGNATION MUST CONTAIN SURETY'S SEAL, ASSIGNMENT BY SURETY AGENT, AND ACKNOWLEDGMENT OF SUCH ASSIGNMENT BY AGENT RESIDENT.

AGENT RESIDENT DESIGNATION

**Contract For Minor Construction Repair, Rehabilitation or Alteration of City
Owned Facilities
Contract No. 2013-124**

SURETY INFORMATION

_____, as Surety on the Performance and Payment Bonds for this contract, hereby appoints the following resident agent who resides within the County of El Paso and to whom any requisite notices may be delivered and on whom service of process may be had in matters arising out of suretyship, pursuant to Article 7.19-1 of the Texas Insurance Code and Chapter 2253, Texas Government Code.

Assigned By:

_____(Seal)
Surety Agent

Surety Agent's Signature

Date

AGENT INFORMATION

Agent Resident: _____

Business Address: _____

Telephone & Fax Nos. _____

Acknowledged By:

Agent Resident's Name (Printed or Typed)

Agent Resident's Signature

Project Listing for Vistacon Ventures, LLC

Project and Location	Type of Facility	Dollar Value	Contracting Agent	Completion Date/ % Complete
HIGH VISTA APARTMENTS 5041 ALABAMA EL PASO, TX 79903	APARTMENT\ FIRE REPAIR	\$207,015	INTEGRITY ASSET MANAGEMENT MARY CARBAJAL	Jan-12
ATM ENTERTAINMENT 6800 GATEWAY EAST EL PASO, TX 79925	RETAIL BUILD OUT	\$72,000	ATM ENTERTAINMENT GEORGE REYNOSO	Mar-12
SHELL BUILDING 1476 Fabens St Fabens, Tx 79838	RETAIL CENTER	\$ 162,450.00	ACQUIN L.P. MEYER MARCUS	Jun-12
FRANKLIN CROSSING RETAIL CENTER 655 E. REDD RD EL PASO, TX 79912	RETAIL CENTER	\$ 1,338,352.97	RIVER OAKS PROPERTIES, LTD DON MENDOZA	Oct-12
HOME IMPROVEMENTS 405 INDIAN BLUFF EL PASO, TX 79912	HOME IMPROVEMENT	\$ 70,329.43	MR. PHILIP MARTINEZ MR. MARTINEZ	May-12
POST ACUTE GOOD SAMARITAN SOCIETY 7304 GOOD SAMARITAN CT EL PASO, TX 79912	HEALTH CARE FACILITY	\$ 1,615,107.25	THE EVANGELIST LUTHERAN	75%
3 POINT SHOT INVESTMENTS, LLC 421 SPLENDID SUN LANE EL PASO, TX 79912	RENTAL PROPERTY RENOVATION	\$ 74,135.00	3 POINT SHOT INVESTMENTS, LLC RICK MORENO	Jun-12
RUBEN ORTIZ 513 CROWN POINT EL PASO, TX 79912	HOME REMODEL	\$ 95,361.00	RUBEN ORTIZ	Jul-12

Project and Location	Type of Facility	Dollar Value	Contracting Agent	Completion Date/ % Complete
CANUTILLO PROFESSIONAL BUSINESS PARK 6601 SOUTH DESERT BLVD EL PASO, TX 79932	RETAIL CENTER	\$ 2,425,030.00	MIMCO, INC CHARLIE GOMEZ	55%
TCPN-REG 19 DISTRIBUTION CENTER	RE-ROOFING/ NEW AC'S	\$ 240,545	REG-19 HEAD START DR. BLANCA ENRIQUEZ	Nov-12
DAVID SUBLASKY HEAD START CAFETERIA	HVAC REPLACEMENT CAFETERIA RENOV	\$ 95,858		Nov-12
LBJ ROOF REPLACEMENT	ROOF REPLACEMENT	\$ 68,007		Oct-12
HEAD START REMCON CTR	ROOF REPLACEMENT	\$ 22,462		Oct-12



JOB ORDER CONTRACTS FOR CITY OWNED FACILITIES

(CONTRACT 2013-123 and 2013-124)

January 22, 2013



Background

- Job Order Contracts (J.O.C.'s) procurement method authorized by State Law
- Allows local governments to contract with general contractors for minor repair, construction, and maintenance of existing facilities
- Must operate under a Cooperative Purchasing Program
- COEP utilizes Region 19 Cooperative Purchasing Program.
- Award contracts to Mirador Enterprises, Inc. and Vistacon, Inc.
- Approved by City Council on March 4, 2008
- Consistent with Texas standards and maximizes available community resources



Benefits

- Selected contractor has local office and utilize local subcontractors for various job tasks requested under the contract
- More expedient bidding process and is utilized on an as needed basis only
- Cost savings from bidding this type of work
- Specific work tasks can be ordered under fixed prices set in the contract (based on RS Means); as opposed to bidding each work task separately under traditional methods
- Contract is performance based



Proposed Projects Using Job Order Contracts

Esperanza Acosta Moreno Library

Blackie Chesher Park Ball field Fence

Fire Station No. 8 Bay Door Expansion

Fire Station No. 24 Driveway Improvements

Fire Station No. 33 Driveway Improvements

Fire Station No. 17 Kitchen Rehab

Police Headquarters Restroom Renovations

Police Headquarters Basement and Men's Locker room remodel

Lionel Forti Pool Roof Recoating



Use of Local Workforce and Subcontractors

- **Mirador Enterprises, Inc. subcontracts to local contractors 70% of its remodeling and renovation contracts. Mirador Enterprises employs its own local workforce for approximately 30% of its remodeling and renovations contracts.**
- **Vistacon, Inc. is a local contractor that typically uses employees from the local workforce and self-performs the following trades: concrete, block, finish carpentry, finishes, demolition and installation of specialty and miscellaneous items.**



Recommendation

- The requested contracts to Mirador Enterprises, Inc. and Vistacon, Inc. provides the City of El Paso:
 - ❖ Necessary capacity to address emergency and non-emergency repairs/alteration as needed
 - ❖ Two year time period
 - ❖ Contracts' value not to exceed \$1,500,000 each
- Upon Council approval of requested contract, selected contractors are only entitled to perform work issued by an individual work order by Engineering & Construction Management Department
- All individual work orders to be issued will support existing projects/programs authorized by Council



QUESTIONS/COMMENTS