

**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 Mirador Enterprises, Inc., a Texas Corporation, 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. Mirador Enterprises, Inc. 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

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\*\*\*\*\*REQUIRED AUTHORIZATION\*\*\*\*\*

**DEPARTMENT HEAD:**

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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 Mirador Enterprises, Inc., Contract 2013-123

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 Mirador Enterprises, Inc. 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, Mirador Enterprises, Inc. is a rapidly growing 100% Economically Disadvantage Woman Owned Small Business, Small Disadvantage Business, and Texas State Historically Underutilized Business, established in October 2002. Mirador subcontracts to local contractors approximately 70% of its remodeling and renovations contracts. It employs approximately 30% of local workforce on its remodeling and renovations contracts. Mirador is located at 8201 Lockheed St., Suite 110, El Paso, Texas.

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

Yes. Mirador over the last three years has performed relevant IDIQ Line Item Contracts with USACE Albuquerque District, value \$6M, USACE Ft. Worth, Value \$8M, Directorate of Public Works Ft. Bliss, Value \$4M, and TCPN, Value \$350K. Mirador also has experience with Texas Department of Transportation, Independent School Districts and with the Housing Authority of the City of El Paso.

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?*

Mayor  
John F. Cook

City Council

District 1  
Ann Morgan Lilly

District 2  
Susie Byrd

District 3  
Emma Acosta

District 4  
Carl Robinson

District 5  
Dr. Michel R. Noe

District 6  
Eddie Holquin Jr.

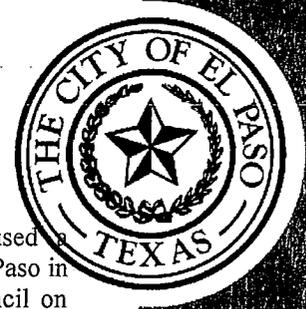
District 7  
Steve Ortega

District 8  
Conney Carlisle Noland

City Manager  
Joyce A. Wilson

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



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 Robinson

*District 5*

Dr. Michel S. Noe

*District 6*

Eddie Holguin Jr.

*District 7*

Steve Ortega

*District 8*

Corney Carlisle Niland

**City Manager**

Joyce A. Wilson

**CONTRACT**  
**FOR**  
**MINOR CONSTRUCTION, REPAIR, REHABILITATION OR ALTERATION**  
**OF**  
**CITY OWNED FACILITIES**  
**MIRADOR ENTERPRISES, INC.**  
**CONTRACTOR**

**JANUARY 22, 2013**

THE STATE OF TEXAS )  
 )  
COUNTY OF EL PASO )

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

**THIS AGREEMENT**, made this \_\_\_\_\_ day of \_\_\_\_\_, 2013, by and between THE CITY OF EL PASO, Texas, hereinafter called "Owner", acting herein through its City Manager, Joyce Wilson and MIRADOR ENTERPRISES, INC., a Texas Corporation, 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**

**Job Order Contract Reference No. 2013-123**

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 (2) 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 Oder, unless such time is extended by the Owner.. The Contractor further agrees to pay, as liquidated damages, the sum of **One Hundred Dollars and No/00 (\$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, 4<sup>th</sup> Floor, El Paso, Texas 79901; phone 915-541-4200, or his 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 amounts shall be for the full amount of this contract.

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.

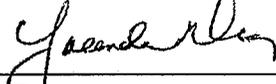
The undersigned declares that the only persons or parties interested in this Contract as principals are those named herein, and that this Contract is made without any collusion with any person, firm or corporation.

**WITNESS THE FOLLOWING SIGNATURES:**

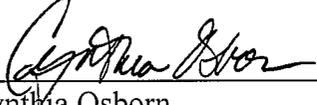
**OWNER:  
CITY OF EL PASO**

\_\_\_\_\_  
Joyce A. Wilson,  
City Manager

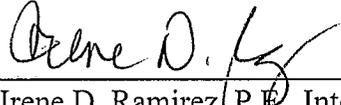
**CONTRACTOR:  
MIRADOR ENTERPRISES, INC.**

  
\_\_\_\_\_  
Yolanda Diaz,  
President, Mirador Enterprises, Inc.  
8201 Lockheed St., Ste 110  
El Paso, TX 79925  
(915) 546-4111

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, Yolanda Diaz, certify that I am the President (title) of the corporation named as Contractor, hereinabove; and that Yolanda Diaz, who signed the foregoing Contract on behalf of the Contractor was then President (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.

Yolanda Diaz, President   
\_\_\_\_\_  
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**

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

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

CONTRACTOR:

City of El Paso, Engineering Department

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

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 date 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**

**ATTACHMENT "D"**  
**CERTIFICATE OF INSURANCE**

**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

\_\_\_\_\_  
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)

\_\_\_\_\_  
Telephone No.

\_\_\_\_\_  
Fax No.

INSERT

POWER OF ATTORNEY

AFTER

PAYMENT BOND

NOTE:

- DO NOT SUBSTITUTE BOND FORM
- BOND MUST BEAR FOUR (4) SIGNATURES: (1) WITNESS, (2) ATTEST, (3) CONTRACTOR AND (4) ATTORNEY-IN-FACT
- DATE ON POWER OF ATTORNEY MUST BE SAME AS DATE ON BOND
- 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. 2013-123**

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**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 No. 1 – Indefinite Delivery for Construction & Design Services			
<b>A. Offeror:</b>	MIRADOR Enterprises, Inc.	<b>B. Project/ Contract Title:</b>	Indefinite Delivery for Construction & Design Services, US Army Engineer District, Albuquerque
<b>C. Contract Specifics:</b>			
<b>1. Description of Effort as:</b>	<input checked="" type="checkbox"/> Prime <input type="checkbox"/> Subcontractor	<b>2. Contract No.:</b>	W912PP-11-D-0018
<b>3. Original Contract \$ Value:</b>	\$ 363,312.00	<b>Current/Final Contract \$ Value:</b>	\$3,616,872.00
<b>4. If amounts in 3 above are different, provide a brief description of the reason:</b>	Primary cause for contract value increase is due to the award of three new Task Orders. Task Order 0001 was awarded for \$363,312.00. The Contract Value of Task Order 0001 increased from \$363,312.00 to \$419,227.00 due to additional Mold Remediation identified outside the SOW. Three new Task Orders, 0002, 0003 and 0004 were awarded in October 1, 2011. Task Order 0002 was awarded for \$849,751.00, Task Order 0003 was awarded for \$396,846.00 and Task Order 0004 for \$1,951,048.00.		
<b>5. Award &amp; Completion Dates:</b>	Contract Award 06/15/11, Base Period and Two Option Periods		
<p>Task Order 0001 NTP was July 18, 2011 with Period of Performance (POP) to February 13, 2012. Task Order 0001 was completed ahead of schedule.</p> <p>Task Order 0002 POP, NTP Oct. 26, 2011 – May 23, 2012, Design Completed, Work in Process, MOD to extend POP September 28, 2012</p> <p>Task Order 0003 POP, NTP Oct. 26, 2011 – Oct. 22, 2012, Design Completed, Work in Process and on schedule</p> <p>Task Order 0004 POP, NTP Nov. 01, 2011 – Jun. 28, 2012, Task Order 0004 completed on time</p>			
<b>D. Provide detailed description of the work performed under the contract and describe why you believe the work is very relevant, relevant, or somewhat-relevant to this solicited contract.</b>			
Very Relevant	X	Relevant	Somewhat-Relevant
<p><b>General Description of Work Performed:</b> The Indefinite Delivery for Construction and Design Services Contract requires performance to a broad range of simultaneous and multi-discipline projects for sustainment, historical restorations, alterations, modernization, renovations, repairs, utility upgrades, design-build, construction and project and construction management services through multiple task orders for various buildings, structures or other real property located in the USACE Albuquerque District. Work completed and actively in process is located at Ft Bliss, Biggs Army Airfield and William Beaumont Army Medical Center, Texas, Sector Intelligence Division for Homeland Security in El Paso, Texas, Dona Ana Range, Oro Grande and McGregor Range Camps, New Mexico and at Kirtland AFB, New Mexico.</p> <p>As the Prime Contractor, MIRADOR provides design-build services, renovation services inclusive of but not limited to: asbestos, lead based paint and mold abatement, selective civil, electrical, mechanical and plumbing demolition, repairing, cleaning and repainting all surfaces, framing, insulation, drywall, texture and painting, door frames, doors and hardware, windows, carpet, VCT flooring, ceramic tile, new refrigerated air HVAC systems, packaged DX type units with gas heat, exhaust systems, plumbing and fixtures, restrooms ADA compliant, lighting, electrical upgrades, transformers, suspended ceilings, re-insulating ceilings, fire sprinkler and fire alarm systems, pre-engineered metal shelters, woven wire security cages, site work, aluminum decks, irrigation systems, chain-link fencing, concrete sidewalks and ramps, sub grade and pavement, base course, repaving and restriping parking lots.</p> <p><b>Quality of Product / Service:</b> This contract demonstrates MIRADOR's capability to successfully manage multiple diverse and complex projects simultaneously. Task Order 0001 included twenty-nine (29) separate multi-discipline projects (includes historical buildings) located throughout the Ft Bliss and Ranges areas, Task Order 0002 is a Design-Build renovation of the Sector Intelligence Division detention cell area, Task Order 0003 is the Design/Build of Building 1047 SCIF located at Kirtland AFB, NM. The requirement falls under Technical Specifications for Construction and Management of Sensitive Compartmented Information Facilities (Tech Spec-for ICD/ICS 705, dated May 5, 2011), and Task Order 0004 includes</p>			

twenty-four (24) separate multi-discipline projects (inclusive of historical buildings) located throughout Ft Bliss and Range areas. MIRADOR has met all of the submittals, safety, quality control and close-out requirements for task orders completed (Task Order 0001 and 0004) and is currently on schedule with all activities on Task Order 0002 and 0003.

**Documentation Quality:** MIRADOR's capabilities illustrate successful negotiations of contracts at competitive, fair and equitable values, the implementation of a wide spectrum of work plans and mobilization efforts over a wide geographical area, the development of solid project controls and budgets, the coordination and management of multiple subcontractors, the successful utilization of key subcontractors in multiple projects (our subcontracting methodology ensures a consistent high level of performance, quality control and safety in our projects) and the implementation of an effective proven successful construction management process.

**Quality Control/Safety Program:** MIRADOR implemented a Quality Control Plan and Safety Plan as per USACOE, OSHA and the EM 385-1-1 Safety Manual. Our Team successfully implemented our Quality Control Three Phase Inspection Methods and Safety Inspections. MIRADOR will implement the same quality control inspection and safety processes in the CONTRACT 13-6901.

**Problems Encountered/Corrective Actions:** Encountered several buildings which required surveying for mold, asbestos and lead and the abatement services. MIRADOR provided rapid response to RFPs for abatement and a new transformer not included in the original SOW. All MODs were completed within the original POP.

**Change and Cost Control Management/Liquidated Damages:** All modifications were for increases and decreases to the original SOW. MIRADOR followed all the USACOE processes for changes. Changes included increases to the SOW for surveys and abatements and a new electrical transformer and decreases to the SOW for the cancellation of two projects. These changes were negotiated and approved as per the contract requirements. Our Project Team participated in various site visits, discussions, clarifications and developed a informative mutual understanding of the project prior to developing a conceptual design and estimate. The contract is not subject to any liquidated damages.

**Management Responsiveness:** This project demonstrates MIRADOR's capabilities to accurately respond to a Task Order of similar nature, size and complexity required by the CONTRACT 13-6901. MIRADOR has experienced personnel that can quickly assess and evaluate a Task Order requirement, develop a detail estimate, construction schedule and work plans to successfully complete a Task Order of this nature.

**Contract Management:** MIRADOR's project and construction management organization on this project provided all the on-site support during the RFP Task Order process and throughout the construction phase. Our El Paso Corporate Office support personnel also provided contractual, purchasing and administrative support to MIRADOR's Albuquerque On-site Project Manager and his staff.

**1. Describe the specific elements of the work performed by your firm:**

MIRADOR performed as the Prime Contractor and provided complete project and construction management for the repair, renovation, remodeling, upgrade, and alteration requirements of the contract. Our Project Management staff (consisting of the Project Manager, Superintendent, QC/Safety Manager and project support personnel) provided complete contract administration, project supervision, coordination, QC/Safety inspections and scheduled of all in-house crews, vendors and subcontractors working on Task Order 0004. MIRADOR's self-performance effort is estimated to be between 20% - 25% for framing/finishes, concrete and site work disciplines.

**E. Point of Contact for Owner/Government Agency:**

<b>1. Contracting Officer and/or Inspector:</b>	Project Manager - Walter Migdal, U S Army Corps of Engineers, 8500 Jefferson NE, Suite A, Kirtland AFB, NM 87109 Contracting Officer - Karen K. Irving, U S Army Corps of Engineers, 8500 Jefferson NE, Suite A, Kirtland AFB, NM 87109		
<b>2. Current Phone No.:</b>	PM: 505-343-6297 KO: 505-342-3391	<b>3. Facsimile Phone No:</b>	N/A
<b>4. Email:</b>	<a href="mailto:Walter.Migdal@usace.army.mil">Walter.Migdal@usace.army.mil</a> <a href="mailto:Karen.K.Irving@usace.army.mil">Karen.K.Irving@usace.army.mil</a>		

Project No. 2 – Renovate B-1542, Chapel 2					
<b>F. Offeror:</b>	MIRADOR Enterprises, Inc.	<b>G. Project/ Contract Title:</b>	Renovate Building 1542, Chapel 2, Ft Bliss, TX		
<b>H. Contract Specifics:</b>					
<b>6. Description of Effort as:</b>	<input checked="" type="checkbox"/> Prime Subcontractor	<b>7. Contract No.:</b>	W911SG-10-C-0001		
<b>8. Original Contract \$ Value:</b>	\$ 1,116,511	<b>Current/Final Contract \$ Value:</b>	\$1,310,503		
<b>9. If amounts in 3 above are different, provide a brief description of the reason:</b>	Primary causes for contract modifications included; unforeseen hidden conditions (asbestos identified behind walls, clay instead of base material underneath asphalt parking lot ), increase to the scope of work not identified in the original scope of work in areas of concrete, carpentry, plumbing, and finishes. MIRADOR completed the project 100% by March 24, 2010.				
<b>10. Award &amp; Completion Dates:</b>	12/24/10 – 03/26/10				
<b>I. Provide detailed description of the work performed under the contract and describe why you believe the work is very relevant, relevant, or somewhat-relevant to this solicited contract.</b>					
Very Relevant	X	Relevant		Somewhat-Relevant	
<p><b>General Description of Work Performed:</b> The Renovate Chapel 2 (Building 1542) Contract was the first stimulus money project awarded at Ft Bliss, Texas and had an extremely accelerated schedule of 90 calendar days. The Contract is very relevant to the requirements of the CONTRACT 13-6901 because the scope of work for this project is identical in size, complexity and similar in nature of typical task orders that will be performed under the CONTRACT 13-6901.</p> <p>As the Prime Contractor, MIRADOR provided complete renovation services inclusive of asbestos and lead based paint abatement, repairing, cleaning and repainting all surfaces, new frames, doors and hardware, replacing damaged windows, relocating existing organ system, removing existing carpet and installing new carpet, removing existing pews and installing new pews, removing convection heaters, space heat furnaces and evaporative coolers and towers and providing a new refrigerated air HVAC system, providing a new Alter ornamental wood system, removing existing plumbing and installing new plumbing and fixtures, making restrooms ADA compliant, providing new sound booth and sound equipment, removing existing lighting and installing new lighting, removing and replacing ceiling with new vaulted ceiling, re-insulating ceiling, installing new fire sprinkler and fire alarm system and removing existing clay sub grade and pavement and installing new base course, repaving and restriping parking lot.</p> <p><b>Quality of Product / Service:</b> This project provided a unique example of MIRADOR’s capabilities to coordinate and facilitate complex logistics. MIRADOR mobilized with accuracy and speed, commenced and completed the work diligently without any loss time incidents. MIRADOR met all of the technical requirements of the contract. Mr. Lopez, Chief, Ft Bliss, Directorate of Public Works (DPW) was quoted saying “You did the impossible”! Chaplin Don Van Alstyne, was quoted saying “MIRADOR is the most professional contractor in Ft Bliss.”</p> <p><b>Documentation Quality:</b> MIRADOR’s capabilities illustrate successful negotiations of contracts at competitive, fair and equitable values, the implementation of a wide spectrum of work plans and mobilization efforts on extremely fast track project, the development of solid project controls and budgets, the coordination and management of multiple subcontractors, the successful utilization of key subcontractors (our subcontracting methodology ensures a consistent high level of performance, quality control and safety in our projects) and the implementation of an effective proven successful construction management process.</p> <p><b>Quality Control/Safety Program:</b> MIRADOR implemented a Quality Control Plan and Safety Plan as per USACOE, OSHA and the EM 385-1-1 Safety Manual. Our Team successfully implemented our Quality Control Three Phase Inspection Methods and Safety Inspections. MIRADOR will implement the same quality control inspection and safety processes in the CONTRACT 13-6901.</p> <p><b>Problems Encountered/Corrective Actions:</b> This contract was not subject to any significant problems. Our project management/design team and their Government counterparts implemented a partnership approach with clear and consistent communications to effectively resolve all construction disparities.</p>					

**Change and Cost Control Management/Liquidated Damages:** Modifications included; unforeseen hidden conditions (asbestos identified behind walls, clay instead of base material underneath asphalt parking lot ), increase to the scope of work not identified in the original scope of work in areas of concrete, carpentry, plumbing, and finishes. MIRADOR's approach to changes is based on developing fair and equitable costs (including adjusting for deleted costs and increased costs) for work outside the original SOW. The contract was not subject to any liquidated damages. Even though the original scope of work was increased by 20% and no extensions were allowed, we met the critical surge staffing requirement demanded by the project. MIRADOR interviewed, selected, hired, subcontracted and placed the entire team into action by Jan. 5, 2010. All of this was placed into action between Dec. 24, 2009 (Award Date) - Jan. 4, 2010 (Notice-to-Proceed Date)

**Management Responsiveness:** This project demonstrates MIRADOR's capability to win in a competitive market, implement urgent mobilization efforts, control costs and meet an extremely compressed 90 calendar day schedule by utilizing our proven construction management process to manage over 80 construction professionals and skill craftsmen. Typical renovation projects of this size, complexity and nature require completion within 180 calendar days.

**Contract Management:** Our leadership team managed over 35 diverse and technically challenging construction renovation discipline/task requirements. The team consisted of a project manager, various superintendents, quality control/safety manager, inspectors, and an estimator. Our Team provided planning, drawing review, oversight, supervision, scheduling, project controls, estimating, negotiations, contract reporting and QC and safety.

**2. Describe the specific elements of the work performed by your firm:**

MIRADOR performed as the Prime Contractor and provided complete project and construction management for the remodeling requirements of the contract. Our Project Management staff (consisting of the Project Manager, Superintendent, QC/Safety Manager and project support personnel) provided complete contract administration, project supervision, coordination, QC/Safety inspections and scheduled of all in-house crews, vendors and subcontractors working on the project. MIRADOR's self-performance effort is estimated to be between 45% - 55% in the finishes area.

**J. Point of Contact for Owner/Government Agency:**

<b>5. Contracting Officer and/or Inspector:</b>	Chief of Construction - Robert Lopez, Directorate of Public Works, Bldg 777, Chaffee Road, Ft Bliss, Texas, 915-820-5139 Contracting Specialist - Tednette White, Directorate of Contracting, Bldg 2021, Club Road, Ft Bliss, Texas		
<b>6. Current Phone No.:</b>	PM: 915-569-8740 KO: 915-568-3905	<b>7. Facsimile Phone No:</b>	N/A
<b>8. Email:</b>	robert.lopez14@us.army.mil		

Project No. 3 – Job Order Contract, Ft Bliss, Texas			
<b>K. Offeror:</b>	MIRADOR Enterprises, Inc.	<b>L. Project/ Contract Title:</b>	Job Order Contract, Ft Bliss, Texas, Southern Region Contracting Center-West, Attn: SFCA-SR-CC-W 2107 17 <sup>th</sup> Street, Bldg. 4197, Suite 15, Ft Sam Houston, TX 78234-5015
<b>M. Contract Specifics:</b>			
<b>11. Description of Effort as:</b>	<input type="checkbox"/> Prime <input checked="" type="checkbox"/> Subcontractor	<b>12. Contract No.:</b>	Prime Contractor's Contract No. W9124J-08-D-0003 Subcontract Task Order No.s 0002, 0003, 0004, 0005, 0007, 0008 and 0012
<b>13. Original Contract \$ Value:</b>	\$1, 896,660.00	<b>Current/Final Contract \$ Value:</b>	\$1, 896,660.00
<b>14. If amounts in 3 above are different, provide a brief description of the</b>	N/A		

<b>reason:</b>					
<b>15. Award &amp; Completion</b>		January 1, 2008 – May 31, 2009			
<b>Dates:</b>		All seven subcontract task orders were awarded at the same time.			
<b>N. Provide detailed description of the work performed under the contract and describe why you believe the work is very relevant, relevant, or somewhat-relevant to this solicited contract.</b>					
<b>Very Relevant</b>	<b>X</b>	<b>Relevant</b>		<b>Somewhat-Relevant</b>	
<p>General Description of Work Performed: The Job Order Contract is an IDIQ Federal Government Contract which requires a broad range of simultaneous and multi-discipline projects for sustainment, restorations, alterations, modernization, renovations, repairs, minor construction, utility upgrades and project and construction management services through multiple task orders for various buildings, structures or other real property located at Ft Bliss, Biggs Army Airfield and William Beaumont Army Medical Center, Texas, Dona Ana Range, Oro Grande and McGregor Range Camps, New Mexico.</p> <p>MIRADOR developed a subcontractor coefficient based on the Fort Bliss Job Order Contract Construction Task Catalog developed by the Gordian Group (i.e., the Unit Price Book) and performed all assigned task order work under this coefficient for TEPA EC LLC as a team partner. Our responsibilities included; attending site task order site visits, developing detailed Unit Price Book line item estimates, developing Non Pre-Price estimates, assisting with negotiations, developing work plans, hazard activity analysis, construction schedules, providing design-build capabilities, setting up submittal registers and submitting material and equipment submittals, providing complete QC and Safety oversight program, and project and construction management of multi-discipline in-house capabilities and subcontractors for task orders. The contract requires compliance to Department of Labor Davis Bacon Wage Determinations and certified payroll specifications for both Texas and New Mexico.</p> <p><b>Quality of Product / Service:</b> This contract demonstrates MIRADOR's capability to successfully manage multiple diverse and complex projects simultaneously. Task Order No. 0002, Install a nine (9) mile wildlife deterrent fence at Biggs Army Airfield. SOW consisted of excavating a 3 ft deep by 6 ft wide area along nine miles of existing chain link fence, installing and binding a new 6 ft chain link fabric to the existing chain link fence and backfill, process and compact backfill to 90% compaction, installing concrete footings under multiple gates and repairing multiple pedestrian and vehicle gates.</p> <p>Task Order No. 0003, Install a 235' x 50' pre-fabricated canopy. SOW consisted of coordinating design requirements to the fabricator "Chief Buildings", excavating, installing forms and steel reinforcement and placing concrete for a 245' x 60' concrete pad with piers to sustain the canopy, erecting the canopy and installing a chain link fence with vehicle gates to secure the perimeter of the canopy.</p> <p>Task Order No. 0004, Install a four (4) mile security chain link fence at the SHORAD Site in Oro Grande, NM. SOW consisted of clearing and grubbing, installing a 8' high chain link fence with three strands of barb wire, fabricating and installing vehicle and pedestrian gates and installing wind screen.</p> <p>Task Order No. 0005, Renovate Motorpool at B-1655. SOW consisted of developing approved shop drawings to elevate existing metal building structure height to adjust for two new 16' x 12' and one 12' x 12' roll up doors with motors, added two new offices and new restroom complete with light gauge metal framing, insulation, texture and paint inside the motorpool, installed new P-Tak units, provided new insulation in exterior walls of motorpool, installed new vehicle concrete ramp and seal coated roof.</p> <p>Task Order No. 0007, Modify and extend Rappel Tower at B-5845. SOW consisted of developing approved shop drawings to extend the top platform area of the rappel tower and add a metal roof, erect and install the extension and roof, install new hand rails, repair rough timber platform and modify grounding and electrical air traffic lighting.</p> <p>Task Order No. 0008, Construct Six (6) Each Detainee Observation Towers. SOW consisted of developing approved shop drawings to fabricate, construct and install six (6) 30' each metal steel observation towers, excavate and install in concrete steel columns legs, enclosed towers with steel sides and metal roof, install metal grate stairs, install rough timber deck and prime and paint.</p> <p>Task Order No. 0012, Renovate Barrack Building 2414. SOW consisted of inventorying on-site furniture, removing and storing furniture, selective demolition of all existing flooring, walls, cabinets, plumbing and suspended ceilings, installing new light gauge metal framing, insulation, drywall, tape &amp; bed, texture, interior and exterior painting, FRP system with corner guards, ceramic and VCT flooring, cove base, suspended ceilings, sealants, metal and wood entry doors and hardware, closet doors and hardware, windows, window screens, complete change out of urinals, toilets, sinks, shower drains, plumbing fixtures, faucets and valves, installation of specialty items such as grab bars, towel bars, soap and towel dispensers, building signs, emergency exit signs, metal partitions, medicine cabinets, shower bars, mini-blinds, window balance sets, vanities, cabinets, counter tops</p>					

and steel stair treads, new HVAC registers, electrical repairs and upgrade and a new fire alarm system for this three (3) story Barrack with hammer head.

**Documentation Quality:** MIRADOR's capabilities illustrate the successful ability to develop line item estimates under a similar Unit Price Book as the CONTRACT 13-6901, the ability to negotiate task orders, the implementation of a wide spectrum of work plans and mobilization efforts over a wide geographical area, the development of solid project controls and budgets, the coordination and management of multiple subcontractors, the successful utilization of key subcontractors in multiple projects (our subcontracting methodology ensures a consistent high level of performance, quality control and safety in our projects) and the implementation of an effective proven successful construction management process.

**Quality Control/Safety Program:** MIRADOR implemented a Quality Control Plan and Safety Plan as per USACOE, OSHA and the EM 385-1-1 Safety Manual. Our Team successful implemented our Quality Control Three Phase Inspection Methods and Safety Inspections. MIRADOR will implement the same quality control inspection and safety processes in the CONTRACT 13-6901.

**Problems Encountered/Corrective Actions:** Our Job Order Contract experience trained us to become very observant to potential obstacles and problems that can arise and to implement processes to raise clarifications and press for resolution before a potential issue becomes critical. We have learned that field verification of every SOW eliminates potential errors and accelerates the construction of Task Orders.

The MIRADOR Team utilizes and will implement risk mitigation techniques/plans to projects to the CONTRACT 13-6901. As potential negative impacts are recognized our team will response with risk mitigation plans to minimize impacts and disruption of client services and insure responsive and professional customer focused structured business processes.

**Change and Cost Control Management/Liquidated Damages:** MIRADOR provided line item estimates for each Task Order on a turnkey basis. No modifications were required or required. Each Task Order was completed within it's budget.

**Management Responsiveness:** This project demonstrates MIRADOR's capabilities to accurately respond to a Task Order of similar nature, size and complexity required by the CONTRACT 13-690. MIRADOR has experienced personnel that can quickly assess and evaluate a Task Order requirement, develop a detail estimate, construction schedule and work plans to successfully complete a Task Order of this nature.

**Contract Management:** MIRADOR's project and construction management organization on this project provided all the on-site support during the RFP Task Order process (site-visits, development of scopes of work, detail line item estimates, Non-Pre Priced line items, construction schedules, daily reports, inspections, day to day construction management and all close-out and warranty requirements.

**3. Describe the specific elements of the work performed by your firm:**

MIRADOR performed as a key Subcontractor and provided complete project and construction management for the repair, renovation, remodeling, upgrade, and alteration requirements of the contract. Our Project Management staff (consisting of the Project Manager, Superintendent, QC/Safety Manager and project support personnel) provided complete contract administration, project supervision, coordination, QC/Safety inspections and scheduled of all in-house crews, vendors and subcontractors. MIRADOR's self-performance effort is estimated to be between 20% - 25% for framing/finishes, concrete and site work disciplines.

**O. Point of Contact for Owner/Government Agency:**

<b>9. Contracting Officer and/or Inspector:</b>	Chief of Construction - Robert Lopez, Directorate of Public Works, Bldg 777, Chaffee Road, Ft Bliss, Texas		
<b>10. Current Phone No.:</b>	PM: 915-569-8740	<b>11. Facsimile Phone No:</b>	N/A
<b>12. Email:</b>	robert.lopez14@us.army.mil		



# **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