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

DEPARTMENT: ENGINEERING & CONSTRUCTION MANAGEMENT

AGENDA DATE: MARCH 27, 2012

CONTACT PERSON/PHONE: R. ALAN SHUBERT. P.E., CITY ENGINEER, ENGINEERING & CONSTRUCTION MANAGEMENT (915) 541-4423
BRUCE D. COLLINS – PURCHASING MANAGER (915) 541-4313

DISTRICT (S) AFFECTED: ALL

SUBJECT:

That the City Manager be authorized to sign a three year Agreement for Third Party Plan Review and Inspection Services by and between the City of El Paso and Bureau Veritas North America Inc., Code Compliance Inspections, PC, ECM International, Inc., Institute for Building Technology and Safety, and Michelle's Ventures DBA Vision Consultants, Inc.

Vendor		Items	Estimated Annual Total	Estimated Initial Term (3 years
Bureau Veritas North America Inc.	Plano, Texas	All	$1,221,000.00	$3,663,000.00
Code Compliance Inspections, PC	El Paso, TX	Pt 1 – Item #2 PT2- Item #1 and #4	$675,600.00	$2,026,800.00
ECM International, Inc.	El Paso, TX	All	$780,000.00	$2,340,000.00
Institute for Building Technology and Safety	Ashburn, VA	All	$1,480,000.00	$4,440,000.00
Michelle's Ventures DBA Vision Consultants, Inc	El Paso, Tx	All	$1,362,000.00	$4,086,000.00
TOTAL			**$5,518,600.00**	**$16,555,800.00**

BACKGROUND / DISCUSSION:

The City Engineer has determined that the use of Third-party residential plan review and inspection services allows the City to better provide a timely response to the needs of Developers/Builders during the planning and construction of residential housing units. The funding source for these services will come from an incremental increase in the cost of each residential construction permit being managed by a Third-party service provider. The additional cost will range from approximately $450.00 to $650.00 per residential permit for new homes. The city will collect the fee and then pay the Third-party inspection firm for completing each phase of the projects from plan review through construction. Therefore, this service will be paid for by the Developer/Builders at permit issuance. The City will absorb the administrative work and or costs required to review invoices and make timely payments to the Third-party firms. Quality assurance will be accomplished through an on-going audit process by the Chief Building Inspector.

The Engineering & Construction Management is recommending the award of the above bids. The five vendors named above were all that submitted offers and capable of providing the required services. The bid process provided a means for the City to determine the actual cost of such services and the City is planning to enter into agreements with all five (5) firms. The offerors have submitted the data required to evaluate the capability of all firms and all were determined to be qualified; therefore, providing the Best Value to the City. The City provided the 2,000 permit figure for the purpose of comparing offerors and guarantees no set number of inspections.

Five companies submitted offers to become the City's contract for Third Party Residential Building Inspection and Plan Review Services. These companies were evaluated by an evaluation committee comprised of members from the Engineering and Construction Management Department. A member of the Purchasing Division oversaw the solicitation process.

SELECTION SUMMARY:

Solicitation was advertised on 12/13/2011 and 12/20/2011. The postcards were mailed out on 12/13/2011. The solicitation was posted on City website on 12/13/2011. The email (Purmail) notification was sent out on 12/13/2011. Total of four bidders with three local vendors were solicited. Five responses were received with three being local vendors.

PRIOR COUNCIL ACTION:

Council awarded Contract No. 2011-143 Permit-Based Third Party Residential Building Inspectors) on May 24, 2011.

AMOUNT AND SOURCE OF FUNDING:

Department:	Engineering & Construction Management
Amount:	Between $2,700,000.00 and $3,900,000.00 from permit revenue
Funds Available:	Accounts 404152 & 404157
Funds Sources:	Permit revenues are sourced to the General Fund; Restricted Fund will be the pass-through for the Third-party Service Providers

BOARD / COMMISSION ACTION:
Enter appropriate comments or N/A

N/A

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

DEPARTMENT HEAD: _____
Name Signature Date

COUNCIL PROJECT FORM
(RESOLUTION)

POSTING LANGUAGE BELOW

Please place the following item on the **REGULAR** agenda under **RESOLUTIONS** for the Council Meeting of **MARCH 27, 2012**.

That the City Manager be authorized to sign a three year agreement for Third Party Plan Review and Inspection Services by and between the City of El Paso and ECM International, Inc., for a total contract amount not to exceed $2,340,000.00.

Department: Engineering and Construction Management
Districts(s): ALL

ADDITIONAL INFO BELOW

RESOLUTION

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

That the City Manager be authorized to sign a three year Agreement for Third Party Plan Review and Inspection Services by and between the CITY OF EL PASO and ECM INTERNATIONAL, INC. a Texas Corporation, for a total contract amount not to exceed TWO MILLION THREE HUNDRED FORTY THOUSAND AND NO/00 DOLLARS ($2,340.000.00).

ADOPTED THIS _____ DAY OF _____ 2012.

CITY OF EL PASO:

_____
John F. Cook, Mayor

ATTEST:

_____
Richarda Duffy Momsen, City Clerk

APPROVED AS TO FORM:

_____
Cynthia Osborn
Assistant City Attorney

APPROVED AS TO CONTENT

_____
R. Alan Shubert, P.E.
City Engineer

Matter # 12-1004-153 PL# 104426
Resolution/Third Party Plan Review and Inspection
ECM International, Inc.
COSB

CITY CLERK DEPT.

2012 MAR 19 AM 11:14

10 E

STATE OF TEXAS	)	**THIRD PARTY PLAN REVIEW AND INSPECTION SERVICES AGREEMENT**
	)	
COUNTY OF EL PASO	)	

THIS Third Party Plan Review and Inspection Services Agreement (the "Agreement") is executed effective for all purposes as of this 27th day of March, 2012 by and between the CITY OF EL PASO, a home rule municipal corporation of the State of Texas, (the "City") and ECM INTERNATIONAL, INC., a Texas Corporation, (the "Third Party Service Provider").

IN CONSIDERATION of the mutual promises set forth in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. Scope of Services. The Third Party Service Provider agrees to provide plan review and building inspection services for residential projects. The plan review and inspection services to be conducted are limited to those services delineated in Section 12 below and may include plan review and/or inspections related to the City's own municipal projects and/or plan review and inspection of private sector projects for which the building official determines that third party services would be appropriate. Plan review and inspections shall be for the purpose of determining if applicable zoning and building codes adopted by the City have been met as to building construction.

1.1 Plan review and inspection services shall be conducted in accordance with City policies and procedures, all applicable City codes and Exhibit A - Building Permit & Inspections Processes attached to the City's Request For Qualifications, Third Party Residential Building Inspection and Plan Review Services, Solicitation No. 2012-~~130R~~ 103R ("Solicitation No. 2012-~~130R~~ 103R"). Solicitation No. 2012-130R is incorporated by reference as if fully set forth herein. CSO CSO

1.2 Any reference in this Agreement to Third Party Service Providers shall apply equally to individuals and companies engaged in such services. Any reference in this Agreement to Third Party Service Providers shall also apply equally to individuals and companies engaged in plumbing inspections services as well as building inspection services.

2. Non-exclusive Agreement. This Agreement is non-exclusive. The City shall be entitled to enter into plan review and inspection services agreements with other properly selected individuals or businesses that qualify to provide plan review and inspection services.

3. Pre-requisite to Agreement. The City shall comply with applicable state procurement laws as a prerequisite to entering into this Agreement. The Third Party Service Providers shall comply with applicable state and local license, certification and other qualification requirements as a prerequisite to entering into this Agreement.

4. Requirements of Third Party Service Provider. In addition to the prerequisite qualifications required prior to entering into this Agreement, the Third Party Service Provider also agrees to comply with the following requirements:

4.1 The Third Party Service Provider, including each individual inspector employed by the Third Party Service Provider and performing plan review and inspection services for the City, shall at all times during the performance of this Agreement maintain the licenses, certifications and other standards required by the El Paso City Code and the State of Texas, as amended, to conduct plan review and inspections.

4.2 The Third Party Service Provider shall not be owned, operated or controlled by an owner, builder or trade person regulated under the construction codes and laws of the State of Texas and/or the City.

4.3 The Third Party Service Provider shall remain impartial in its plan reviews and inspections and determination of zoning and building code compliance.

4.4 The Third Party Service Provider shall not charge fees for plan review or inspections or accept any compensation or anything of value other than the payment required pursuant to the terms of this Agreement, including but not limited to compensation or anything of value from any person or entity that seeks plan review or applies for a building permit, any owner, contractor, developer or builder or from a person or entity with an interest in the plans being reviewed or the construction work being inspected by the Third Party Service Provider.

4.5 The Third Party Service Provider shall have the financial resources to act independently.

4.6 The Third Party Service Provider shall not participate in the preparation of plans being reviewed or construction or sale of structures being inspected by the Third Party Service Provider or its employees.

5. Discretion to Assign Inspection. The Building Official shall make plan review and building inspection assignments. If the City has entered into agreements with multiple Third Party Service Providers for plan review or inspection, the Building Official shall make the plan review or inspection assignments on a rotating basis except that a builder or owner of plans to be reviewed or a structure to be inspected may request the assignment of a specific Third Party Service Provider that has entered into an agreement with the City for the performance of such reviews and inspections. Upon payment of the applicable fee for the requested Third Party Service Provider, every effort shall be made by the City to honor the builder or owner's request for a specific Third Party Service Provider. However, it is understood that the Building Official has sole discretion regarding the assignment of Third Party Service Providers and may assign any qualified and properly selected Third Party Service Provider to any plan review or building inspection.

5.1 Selection of Individual Inspectors. When the Third Party Service Provider is a company with multiple inspectors who are qualified, as described in this Agreement, the assignment by the

Building Official shall be to the business entity entering into this Agreement. Such business entity shall select the individual inspector who shall perform the plan review or building inspection services. Designation of the individual inspector shall be made prior to scheduling plan review or inspections with the builder. The Third Party Service Provider shall not coordinate the selection of individual Third Party Service Providers with the builder or any other person or entity that has an interest in the plans to be reviewed or the construction to be inspected or allow such person or entity to designate or provide approval of the person who shall be the reviewer or inspector.

6. Coordination with Builder. Upon accepting an inspection assignment from the Building Official, the Third Party Service Provider may coordinate a plan review or inspection schedule with the builder without further approval of the Building Official.

7. Right to Decline an Assignment. The Third Party Service Provider may decline an assignment from the Building Official if the qualified plan reviewers or inspectors employed by the Third Party Service Provider are unavailable or the workload for such Third Party Service Provider is of a quantity that quality plan review or inspection services could not be provided. This Agreement shall not be terminated on the basis that the Third Party Service Provider declined assignments under this Agreement.

8. Review, Audit and Liability. The City reserves the right to send a representative to accompany the Third Party Service Provider during plan review or to the inspection site to observe the plan review and inspection methods and code interpretation by the Third Party Service Provider. Such representative shall not supervise the Third Party Service Provider. However, the City's Building Official shall have the authority to stop any work in progress that does not meet the applicable zoning and building codes and the interpretation of such codes by the City. The presence of a City representative, as described in this paragraph, as well as any order to stop work by the City, does not relieve the Third Party Service Provider of any liability for corrective measures that the City may have missed and that should have been performed or taken that would have prevented any malfunction and or damages to property or personal injuries. The City may perform audits of the plan review or daily inspections of any Third Party Service Provider as set forth in Title 18.02 of the El Paso City Code, as amended.

8.1 Records Review. Third Party Service Provider's records subject to review shall include but not be limited to records which, in the City's discretion, are connected with the Third Party Service Provider's work for the City and shall be open to inspection and subject to review and/or reproduction by the City's agent or its authorized representative to the extent necessary to adequately permit evaluation and verification of the Third Party Service Provider's compliance with Agreement requirements and to evaluate and verify all costs associated with the Project. Third Party Service Provider agrees to provide the City with extracts of data files in computer readable format upon request by the City. Records review as described herein may require inspection and photocopying of selected documents from time to time at reasonable times and places. Third Party Service Provider shall be required to keep such books and records available for such purposes **for at least two (2) years** after the performance under this Agreement ceases. Nothing in this provision shall affect the time for bringing a cause of action nor the applicable statute of limitations.

8.2 Daily Records. The Third Party Service Provider shall account to the Building Official for all plan reviews and daily inspections conducted or stop work orders issued by the Third Party Service Provider at a site. The Third Party Service Provider shall keep records in accordance with the requirements of Solicitation No. 2012-130R 1038-12 for all plan reviews and inspections conducted which detail the results of each plan review and inspection. Such records shall contain, but not be limited to, the building permit number, date of issuance, the address of the project, and the type of construction inspection conducted, and a list of non-complying items that require corrections. Plan review and inspection results shall be entered daily into the Engineering and Construction Management Department's electronic building permit system by the Third Party Service Provider.

9. Warranties. Third Party Service Provider Warrants that:

9.1 All licenses and certifications required by the City's Codes and the laws of the State of Texas to perform the work required in this Agreement, are current and that the Third Party Service Provider, including each individual plan reviewer and inspector employed by the Third Party Service Provider and performing plan review or building inspection services for the City, is qualified to perform the work.

9.2 Third Party Service Provider shall perform the plan review or inspection services required in this Agreement expeditiously in accordance with sound and generally accepted inspection principals and standards and in a professional and workmanlike manner.

9.3 The Third Party Service Provider shall not in any fashion discriminate in the performance of this Agreement against any person because of race, color, religion, national origin, sex, age, disability, political belief, sexual orientation or affiliation.

10. Term. The term of this Agreement is for three (3) years from the date this Agreement is approved by the City Council for the City of El Paso, with one (1) option to extend for one (1) additional year.

11. Renewal of Agreement. The City, at its sole discretion, has the right to exercise the option to extend the Agreement for one (1) additional one (1) year period, subject to the City and the Third Party Service Provider negotiating fees and other terms that are mutually acceptable to the parties and provided that the option to extend is exercised prior to the expiration of the initial three (3) year term.

12. Compensation. The City shall pay the Third Party Service Provider for each plan review and inspection conducted, at the rates set forth below, NOT TO EXCEED SEVEN HUNDRED EIGHTY THOUSAND AND NO/00 DOLLARS ($780,000.00) per year for all services performed pursuant to this Agreement and a three year contract amount NOT TO EXCEED TWO MILLION THREE HUNDRED FORTY THOUSAND AND NO/00 DOLLARS ($2,340,000.00).

PART I - DIRECT SERVICES TO THE CITY

ITEM	ANNUAL ESTIMATED QUANTITY	DESCRIPTION	UNIT PRICE	EXTENDED TOTAL PRICE
1.	300 EA	Complete Plan Review	$160	$48,000
2.	300 EA	Building Inspections	$320	$96,000
		ESTIMATED ANNUAL TOTAL		$144,000

PART II - INDIRECT SERVICES TO THE CITY

ITEM	ANNUAL ESTIMATED QUANTITY	DESCRIPTION	UNIT PRICE	EXTENDED TOTAL PRICE
1.	1,200 EA	Limited Plan Review	$80	$96,000
2.	1,200 EA	Zoning Review	$40	$48,000
3.	1,200 EA	Land Development Review	$40	$48,000
4.	1,200 EA	Building Inspections	$320	$384,000
		ESTIMATED ANNUAL TOTAL		$576,000

PART III - SUPPLEMENTAL SERVICES

ITEM	ANNUAL ESTIMATED QUANTITY	DESCRIPTION	UNIT PRICE	EXTENDED TOTAL PRICE
1.	200 EA	Swimming Pool Inspections	$180	$36,000
2.	200 EA	Solar Polar Inspections	$120	$24,000
3.		Other Services (list below) Roof Energy Inspection Sheathing Inspection Sheetrock Fire Sprinklers	 $80 $80 $80 $80 $80	
		ESTIMATED ANNUAL TOTAL		$60,000

ESTIMATED ANNUAL TOTAL **$780,000.00**
ESTIMATED INITIAL TERM (3 YEARS) **$2,340,000.00**

Third Party Service Provider plan review and inspection services shall be limited to those services delineated above.

It is understood and agreed that the City shall not be liable for any costs that exceed the amount of this Agreement without the prior written approval of the City Manager and compliance with applicable competitive bidding laws. Said approval must be obtained prior to the Third Party Service Provider commencing the services that will result in the cost overrun.

The parties acknowledge and agree that the awarding of this Agreement is dependent upon the availability of funding. In the event that funds do not become available, the Agreement may be terminated, with a 30-day written notice to Third Party Service Provider by the City. In such an event, the City shall incur no penalty or charge.

13. Invoices. The Third Party Service Provider shall submit a monthly invoice to the Building Official for each month in which a plan review or inspection is completed. Invoices shall not be submitted more frequently than once per month. Plan review shall be deemed completed when the

plans have been approved by all departments or agencies necessary for full approval. Inspections shall be deemed completed when (1) a certificate of occupancy is issued by the City for the structure inspected, or (2) no certificate of occupancy is issued and the building permit expires and is not renewed.

All invoices shall be made in writing and shall specify the project or structure that was the subject to plan review or building inspection, building permit number, date of issuance of the building permit, the address of the project, and the type of construction inspection conducted, a list of non-complying items that require corrections, the days inspections were made and the name of the person performing the inspection. Invoices shall be delivered to Engineering and Construction Management at the following address:

Engineering and Construction Management Department
2 Civic Center Plaza, 5th Floor
El Paso, TX 79901
Attn: Maria Chavez

14. Time of Payment. The City shall pay undisputed portions of each invoice through issuance of purchase orders within thirty (30) days of receipt of the invoice based on progress for all services and satisfactorily performed. Upon dispute, however, the City may withhold payment to the Third Party Service Provider until such time as the exact amount of the disputed invoice due the Third Party Service Provider is determined by the City. The City shall provide notice of the disputed portions of invoices to Third Party Service Provider within fifteen (15) days of receipt of the invoice.

15. Claim Limitation. Third Party Service Provider agrees that at no time will the Third Party Service Provider make a claim against the City for more than the rate provided under the terms of this Agreement.

16. Costs Not Enumerated. Except as specifically set forth in this Agreement and its attachments, all costs related to the completion of the services requested herein shall be borne by the Third Party Service Provider and not passed on to the City unless a written amendment is executed by both parties.

17. Termination by City. It is mutually understood and agreed by the Third Party Service Provider and the City that the City may terminate this Agreement for the convenience of the City and without cause, upon fourteen (14) consecutive calendar days written notice. It is also understood and agreed that upon such notice of termination, the Third Party Service Provider shall cease all work and labor under this Agreement. Upon such termination, the Third Party Service Provider shall provide a final invoice for all work completed prior to the City's notice of termination. The City shall compensate the Third Party Service Provider in accordance with this Agreement; however, the City may withhold any payment to the Third Party Service Provider for the purpose of set off until such time as the exact amount of damages due the City from the Third Party Service Provider is determined. Nothing contained herein, or elsewhere in this Agreement,

shall require the City to pay for any work which is unsatisfactory, incomplete or not in compliance with the terms of this Agreement and its attachments.

18. Termination for Cause by Either Party. It is further understood and agreed by the Third Party Service Provider and the City that either party may terminate this Agreement for cause. Such a termination may be made for failure of one party to substantially fulfill its contractual obligations, pursuant to this Agreement, and through no fault of the other party. No such termination shall be made, unless the other party being terminated is granted: a) written notice of intent to terminate after fourteen (14) consecutive calendar days, enumerating the failures for which the termination is being sought; b) a minimum of seven (7) consecutive calendar days to cure such failures; and c) an opportunity for consultation with the terminating party prior to such termination.

However, the City retains the right to immediately terminate this Agreement for default if the Third Party Service Provider fails to maintain its licenses, certifications and other standards required to be a qualified Third Party Service Provider pursuant to City Code and the laws of the State of Texas or violates any local, state or federal laws. In the event of termination by the City pursuant to this subsection, the City may withhold payments to the Third Party Service Provider for the purpose of set off until such time as the exact amount of damages due the City from the Third Party Service Provider is determined.

19. No Release. Termination by either party shall not be construed as a release of any claims that the terminating party may be lawfully entitled to assert against the terminated party.

20. Insurance. The Third Party Service Providers shall not commence work under this Agreement until the Third Party Service Provider has obtained sufficient insurance as required herein, and such insurance has been approved by the City. The Third Party Service Provider shall maintain the required insurance throughout the term of this Agreement. Failure to maintain said insurance shall be considered a material breach of this Agreement.

20.1 Workers' Compensation Insurance. The Third Party Service Provider shall procure and maintain during the life of this Agreement Workers' Compensation Insurance as required by applicable Texas law for all of the Third Party Service Provider's employees to be engaged under this Agreement.

20.2 Commercial Liability, Property Damage Liability and Vehicle Liability Insurance. The Third Party Service Provider shall procure and shall maintain during the life of this Agreement such Commercial General Liability, Property Damage Liability and Vehicle Liability Insurance as shall protect the Third Party Service Provider and the Third Party Service Provider's employees performing work covered by this Agreement from claims for damages for personal injury, including accidental death, as well as from claims for property damages, which may arise from services performed under this Agreement, whether such services be performed by the Third Party Service Provider or by anyone directly employed by the Third Party Service Provider. The minimum limits of liability and coverage shall be as follows:

a) **Commercial General Liability**
Personal Injury or Death
$1,000,000 for each person
$1,000,000 in the aggregate

Property Damage
$1,000,000 for each occurrence
$1,000,000 in the aggregate

b) **Vehicle Liability**
Combined Single Limit
$1,000,000 per accident

20.3 Errors and Omissions Liability Insurance. The Third Party Service Provider shall procure and maintain, at the Third Party Service Provider's sole expense, Professional Liability Insurance (Such as errors and omissions insurance) for the benefit of the City to cover the errors and omissions of the Third Party Service Provider, its principals or officers, agents or employees in the performance of this Agreement with a limit of ONE MILLION AND 00/100 DOLLARS ($1,000,000) on a claims made basis.

20.4 City as Additional Insured. The City shall be named as an Additional Insured on all of the Third Party Service Provider's Insurance Policies with the exception of Workers' Compensation Insurance and Professional Liability Insurance required by this Contract.

20.5 Proof of Insurance. The Third Party Service Provider shall attach hereto as **Attachment "A"** the certificates showing the type, amount, class of operations covered, effective date and dates of policies' expiration, and including the name of the project on the corresponding insurance certificate. Further, each certificate or a rider to the insurance policy shall contain the following statement:

> "The insurance covered by this certificate will not be cancelled, except after **thirty (30) consecutive calendar days** written notice to cancel said insurance has been provided to the City of El Paso, except in the case where Third Party Service Provider has received ten (10) days notice for non-payment of premium in which case ten (10) days written notice shall be provided to the City."

21. Indemnification.

THE THIRD PARTY SERVICE PROVIDER SHALL INDEMNIFY, HOLD HARMLESS AND DEFEND THE OWNER, AND ALL ITS AGENTS, OFFICERS AND EMPLOYEES, FROM AND AGAINST ANY AND ALL CLAIMS, LOSSES, CAUSES OF ACTION, SUITS AND DAMAGES OF EVERY KIND, INCLUDING BUT NOT LIMITED TO ALL JUDGMENTS, SETTLEMENT AMOUNTS, ATTORNEYS' FEES, COURT COSTS AND EXPENSES INCURRED IN THE INVESTIGATION, HANDLING, DEFENSE AND LITIGATION OF ANY CLAIM

OR SUIT, INCLUDING BUT NOT LIMITED TO ANY CLAIM OR SUIT FOR BODILY OR PERSONAL INJURY, PHYSICAL OR MENTAL IMPAIRMENT TO OR DEATH OF ANY PERSON, OR FOR DAMAGE OR DESTRUCTION TO ANY PROPERTY, REGARDLESS OF THE MERITS OR OUTCOME OF SUCH CLAIM OR SUIT, TO THE EXTENT IT IS ARISING OUT OF OR RESULTING FROM OPERATIONS UNDER THIS CONTRACT, ANY NEGLIGENCE, GROSS NEGLIGENCE, INTENTIONAL MISCONDUCT OR ACTS OR OMISSIONS(S) OF THE THIRD PARTY SERVICE PROVIDER, ITS EMPLOYEES, OFFICERS, AGENTS, SUBCONTRACTORS, MATERIALMEN, INDEPENDENT CONTRACTORS, OR ANYONE DIRECTLY EMPLOYED BY THEM OR ANYONE FOR WHOSE ACTS THEY MAY BE LIABLE, REGARDLESS OF WHETHER SUCH PERSONS ARE OR ARE NOT ACTING WITHIN THE SCOPE OF THEIR EMPLOYMENT AT THE TIME.

22. Independent Contractor Relationship. Nothing herein shall be construed as creating a relationship of employer and employee between the parties hereto. The City shall not be subject to any obligations or liabilities of the Third Party Service Provider incurred in the performance of this Agreement unless otherwise herein authorized. The Third Party Service Provider is an independent contractor and nothing contained herein shall constitute or designate the Third Party Service Provider or any of his employees as employees of the City. Neither the Third Party Service Provider nor his employees shall be entitled to any of the benefits established for City employees, nor be covered by the City's Workers' Compensation Program. Third Party Service Provider shall set its own hours of work and the number of hours that it shall work to accomplish the purpose of this Agreement.

23. General Provisions.

23.1 Time is of the Essence. Third Party Service Provider understands and agrees that time is of the essence for all services and deliverables requested herein and that all tasks of this Agreement are to be completed as expeditiously as possible.

23.2 Copyright and Reproduction Rights. The City shall retain all ownership and property interests in any and all documents drawings, plans and other such work performed solely by the Third Party Service Provider under this Agreement. Any copyright or other interest that may vest in the Third Party Service Provider for work performed solely under this Agreement is immediately transferred to the City. All materials created solely pursuant to this Agreement shall become the property of, and be delivered to, the City upon the termination of this Agreement, either by cancellation, expiration or otherwise. The Third Party Service Provider shall retain no rights to any of the work performed by the Third Party Service Provider for any purpose whatsoever. Third Party Service Provider may retain a copy of this work for its records.

23.3 Successor and Assigns. Third Party Service Provider shall not assign or attempt to convey an interest in this Agreement without the prior written consent of the City. This Agreement shall be terminable, at the discretion of the City, without notice to Third Party Service Provider if Third Party Service Provider shall attempt to assign without prior written consent.

23.4 Venue. For purpose of determining place of Agreement and the law governing the same, this Agreement is entered into in the City and County of El Paso, the State of Texas, and shall be governed by the laws of the State of Texas. Venue shall be in the County of El Paso, Texas.

23.5 Compliance with Law. The Third Party Service Provider shall comply with all Federal, State and local laws and ordinances applicable to the work contemplated herein.

23.6 Captions. The captions of this Agreement are for informational purposes only and shall in no way affect the substantive terms or conditions of this Agreement.

23.7 Invalid Provisions. Should any section, paragraph or other provision of this Agreement be found invalid, such invalidity shall not affect the remaining provisions of this Agreement.

23.8 Notice. Any notice, demand, request, consent or approval that either party may or is required to provide to the other party be in writing and either personally delivered or sent via certified mail, return receipt requested, postage prepaid, to the following addresses:

CITY:	City of El Paso City Manager 2 Civic Center Plaza, 10th Floor El Paso, Texas 79901-1196
With Copy to:	Building Official Engineering and Construction Management Department 2 Civic Center Plaza, 5th Floor El Paso, Texas 79901-1196
COMPANY:	ECM International, Inc. ATTN: Tom Cardenas Title: President, CEO Address: 404 Executive Center Blvd. City: El Paso, TX 79902

Changes may be made to the names and addresses noted herein through timely written notice to the other party.

23.9 Force Majure. The Third Party Service Provider shall not be responsible or liable for any loss, damages or delay caused by force majure which is beyond the control of the parties to this Agreement, including but not limited to riot, insurrection, embargo, fire or explosion, the elements, acts of nature, epidemic, war, earthquake, flood or the official act of any government

23.10 Prior Agreements Superseded. This Agreement constitutes the sole and only agreement of the parties to it and supersedes any prior understandings or written or oral agreements between the parties respecting the subject matter of this Agreement.

23.11 Complete Agreement. This Agreement constitutes and expresses the entire agreement between the parties hereto in reference to the Third Party Plan Review or Inspection Services for the City, and in reference to any of the matters or things herein provided for, or hereinbefore discussed or mentioned in reference to such services, all promises, representations and understanding relative thereto herein being merged.

IN WITNESS WHEREOF the parties hereto have executed this Agreement at El Paso, Texas effective as of the first date appearing heretofore.

CITY OF EL PASO

Joyce A. Wilson
City Manager

THIRD PARTY SERVICE PROVIDER
ECM INTERNATIONAL, INC.

By: Tom Cardenas
Title: President, CEO

APPROVED AS TO FORM:

Cynthia Osborn
Assistant City Attorney

APPROVED AS TO CONTENT:

R. Alan Shubert, P.E.
City Engineer

(Acknowledgements begin on following page)

ACKNOWLEDGEMENTS

THE STATE OF TEXAS §
§
COUNTY OF EL PASO §

This instrument was acknowledged before me on this _____ day of _____, 2012, by **Joyce A. Wilson,** as **City Manager** of the **City of El Paso, Texas.**

_____
Notary Public, State of Texas

My commission expires:

_____

THE STATE OF TEXAS §
§
COUNTY OF EL PASO §

This instrument was acknowledged before me on this 5th day of March, 2012, by **Tom Cardenas,** as **President, CEO** of **ECM International, Inc.**

JAIME VARELA
Notary Public, State of Texas
My Commission Expires
July 11, 2012

_____
Notary Public, State of Texas

My commission expires:

July 11, 2012

PART I - COMPLETE PLAN REVIEW
COMMITTEE SCORE SHEET

SOLICITATION : 2012-103R - 3RD PARTY RESIDENTIAL BLDG INSPECTION & PLAN REVIEW SVCS

	Points	BUREAU VERITAS NORTH AMERICA, INC.	CODE COMPLIANCE INSPECTIONS, PC	ECM INTERNATIONAL, INC.	INSTITUTE FOR BUILDING TECHNOLOGY AND SAFETY	MICHELLE'S VENTURES, INC. DBA VISION CONSULTANTS, INC.
		PLANO, TX	EL PASO, TX	EL PASO, TX	ASHBURN, VA	EL PASO, TX
EVALUATION FACTOR	A					
Project Approach and Methodology	*20*	20.00	7.33	18.33	18.67	11.33
1. Description of the proposed contract team, including roles and time commitments for each proposed team member.						
2. Plan of approach for achieving required outcomes, including major tasks, subtasks and schedule.						
3. Explanation of how the quality of services will be assured.						
EVALUATION FACTOR	B					
Demonstration of Knowledge	*15*	14.50	2.67	13.67	14.00	12.50
1. Demonstration of Knowledge of plan review						
2. Industry specific knowledge in the area of local government, or other similar organizations in services shown in Section 4.1 for municipality or government agency.						
EVALUATION FACTOR	C					
Corporate Experience and Capability	*10*	10.00	3.00	10.00	10.00	9.00
1. Provide information that documents your firm's and any subcontractor's qualifications to produce the required outcomes, including the ability, capacity, strength, and number of years of experience in providing the required services.						
2. Identify demonstrated experience relevant to the services delineated within the Request for Qualification.						
EVALUATION FACTOR	D					
Quality of Key Personnel	*10*	10.00	1.00	10.00	10.00	8.67
Provide resumes of all team members that are to provide services.	10.00					
EVALUATION FACTOR	E					
References	*10*	8.30	7.50	5.84	7.50	7.50
1. Complete projects on-time, within budget	2.50	2.50	2.50	1.67	2.50	2.50
2. Provide cohesive and seamless process in providing services	2.50	2.50	2.50	1.67	2.50	2.50
3. Produce high-quality results	2.50	2.47	2.50	1.67	2.50	2.50
4. Change Orders initiated by contractor	2.50	0.83	N/A	0.83	N/A	N/A
EVALUATION FACTOR	F					
Quality and Presentation of Response	*5*	5.00	1.33	4.33	4.67	2.33
1. Readability, completeness, understanding of project requirements						
2. Adherence to response format requirements, and presenting realistic timeline						
TOTAL Possible Points	70	67.80	22.83	62.17	64.84	51.33
FEE PROPOSAL						
Total Possible Points	30	19.16	18.49	30.00	15.81	17.18
Part I - Direct Services to the City		$195,000.00	$180,000.00	$144,000.00	$270,000.00	$206,400.00
Part II - Indirect Services to the City		$930,000.00	$825,600.00	$576,000.00	$1,140,000.00	$825,600.00
Part III - Supplemental Services		$96,000.00	$260,000.00	$60,000.00	$70,000.00	$330,000.00
ESTIMATED ANNUAL TOTAL		$1,221,000.00	$1,265,600.00	$780,000.00	$1,480,000.00	$1,362,000.00
TOTAL Maximum Points	100	86.96	41.32	92.17	80.65	68.51

Part I - BUILDING INSPECTIONS
COMMITTEE SCORE SHEET

SOLICITATION : 2012-103R - 3RD PARTY RESIDENTIAL BLDG INSPECTION & PLAN REVIEW SVCS

	Points	BUREAU VERITAS NORTH AMERICA, INC.	CODE COMPLIANCE INSPECTIONS, PC	ECM INTERNATIONAL, INC.	INSTITUTE FOR BUILDING TECHNOLOGY AND SAFETY	MICHELLE'S VENTURES, INC. DBA VISION CONSULTANTS, INC.
		PLANO, TX	EL PASO, TX	EL PASO, TX	ASHBURN, VA	EL PASO, TX
EVALUATION FACTOR	A					
Project Approach and Methodology	*20*	20.00	10.67	18.67	18.33	12.22
1. Description of the proposed contract team, including roles and time commitments for each proposed team member.						
2. Plan of approach for achieving required outcomes, including major tasks, subtasks and schedule.						
3. Explanation of how the quality of services will be assured.						
EVALUATION FACTOR	B					
Demonstration of Knowledge	*15*	14.50	11.00	13.67	14.00	13.67
1. Demonstration of Knowledge of building inspections						
2. Industry specific knowledge in the area of local government, or other similar organizations in services shown in Section 4.1 for municipality or government agency.						
EVALUATION FACTOR	C					
Corporate Experience and Capability	*10*	10.00	7.67	10.00	10.00	9.33
1. Provide information that documents your firm's and any subcontractor's qualifications to produce the required outcomes, including the ability, capacity, strength, and number of years of experience in providing the required services.						
2. Identify demonstrated experience relevant to the services delineated within the Request for Qualification.						
EVALUATION FACTOR	D					
Quality of Key Personnel	*10*	10.00	7.67	10.00	9.67	9.00
Provide resumes of all team members that are to provide services.	10.00					
EVALUATION FACTOR	E					
References	*10*	8.30	7.50	5.84	7.50	7.50
1. Complete projects on-time, within budget	2.50	2.50	2.50	1.67	2.50	2.50
2. Provide cohesive and seamless process in providing services	2.50	2.50	2.50	1.67	2.50	2.50
3. Produce high-quality results	2.50	2.47	2.50	1.67	2.50	2.50
4. Change Orders initiated by contractor	2.50	0.83	N/A	0.83	N/A	N/A
EVALUATION FACTOR	F					
Quality and Presentation of Response	*5*	5.00	1.67	4.33	4.67	2.33
1. Readability, completeness, understanding of project requirements						
2. Adherence to response format requirements, and presenting realistic timeline						
TOTAL Possible Points	70	67.80	46.18	62.51	64.17	54.05
FEE PROPOSAL						
Total Possible Points	30	19.16	18.49	30.00	15.81	17.18
Part I - Direct Services to the City		$195,000.00	$180,000.00	$144,000.00	$270,000.00	$206,400.00
Part II - Indirect Services to the City		$930,000.00	$825,600.00	$576,000.00	$1,140,000.00	$825,600.00
Part III - Supplemental Services		$96,000.00	$260,000.00	$60,000.00	$70,000.00	$330,000.00
ESTIMATED ANNUAL TOTAL		$1,221,000.00	$1,265,600.00	$780,000.00	$1,480,000.00	$1,362,000.00
TOTAL Maximum Points	100	86.96	64.67	92.51	79.98	71.23

PART II - LIMITED PLAN REVIEW
COMMITTEE SCORE SHEET

SOLICITATION :2012-103R-3RD PARTY RESIDENTIAL BLDG INSPECTION & PLAN REVIEW SVCS

	Points	BUREAU VERITAS NORTH AMERICA, INC.	CODE COMPLIANCE INSPECTIONS, PC	ECM INTERNATIONAL, INC.	INSTITUTE FOR BUILDING TECHNOLOGY AND SAFETY	MICHELLE'S VENTURES, INC.dba VISION CONSULTANTS, INC.
		PLANO, TX	EL PASO, TX	EL PASO, TX	ASHBURN, VA	EL PASO, TX
EVALUATION FACTOR A						
Project Approach and Methodology	*20*	19.67	7.33	18.67	19.00	13.00
1. Description of the proposed contract team, including roles and time commitments for each proposed team member.						
2. Plan of approach for achieving required outcomes, including major tasks, subtasks and schedule.						
3. Explanation of how the quality of services will be assured.						
EVALUATION FACTOR B						
Demonstration of Knowledge	*15*	14.67	8.67	13.67	13.33	13.83
1. Demonstration of Knowledge of limited plan review	7.50					
2. Industry specific knowledge in the area of local government, or other similar organizations in services shown in Section 4.1 for municipality or government agency.	7.50					
EVALUATION FACTOR C						
Corporate Experience and Capability	*10*	10.00	6.67	10.00	10.00	9.33
1. Provide information that documents your firm's and any subcontractor's qualifications to produce the required outcomes, including the ability, capacity, strength, and number of years of experience in providing the required services.	5.00					
2. Identify demonstrated experience relevant to the services delineated within the Request for Qualification.	5.00					
EVALUATION FACTOR D						
Quality of Key Personnel	*10*	10.00	8.00	10.00	10.00	9.33
Provide resumes of all team members that are to provide services.	10.00					
EVALUATION FACTOR E						
References	*10*	8.30	7.50	5.84	7.50	7.50
1. Complete projects on-time, within budget	2.50	2.50	2.50	1.67	2.50	2.50
2. Provide cohesive and seamless process in providing services	2.50	2.50	2.50	1.67	2.50	2.50
3. Produce high-quality results	2.50	2.47	2.50	1.67	2.50	2.50
4. Change Orders initiated by contractor	2.50	0.83	N/A	0.83	N/A	N/A
EVALUATION FACTOR F						
Quality and Presentation of Response	*5*	5.00	1.67	4.33	4.67	2.33
1. Readability, completeness, understanding of project requirements	2.50					
2. Adherence to response format requirements, and presenting realistic timeline	2.50					
TOTAL Possible Points	70	67.64	39.84	62.51	64.50	55.32
FEE PROPOSAL						
Total Possible Points	30	19.16	18.49	30.00	15.81	17.18
Part I - Direct Services to the City		$195,000.00	$180,000.00	$144,000.00	$270,000.00	$206,400.00
Part II - Indirect Services to the City		$930,000.00	$825,600.00	$576,000.00	$1,140,000.00	$825,600.00
Part III - Supplemental Services		$96,000.00	$260,000.00	$60,000.00	$70,000.00	$330,000.00
ESTIMATED ANNUAL TOTAL		$1,221,000.00	$1,265,600.00	$780,000.00	$1,480,000.00	$1,362,000.00
TOTAL Maximum Points	100	86.80	58.33	92.51	80.31	72.50

PART II - ZONING REVIEW COMMITTEE SCORE SHEET

SOLICITATION : 2012-103R - 3RD PARTY RESIDENTIAL BLDG INSPECTION & PLAN REVIEW SVCS

	Points	BUREAU VERITAS NORTH AMERICA, INC.	CODE COMPLIANCE INSPECTIONS, PC	ECM INTERNATIONAL, INC.	INSTITUTE FOR BUILDING TECHNOLOGY AND SAFETY	MICHELLE'S VENTURES, INC. DBA VISION CONSULTANTS, INC.
		PLANO, TX	EL PASO, TX	EL PASO, TX	ASHBURN, VA	EL PASO, TX
EVALUATION FACTOR A						
Project Approach and Methodology	*20*	20.00	7.33	18.67	19.33	13.33
1. Description of the proposed contract team, including roles and time commitments for each proposed team member.						
2. Plan of approach for achieving required outcomes, including major tasks, subtasks and schedule.						
3. Explanation of how the quality of services will be assured.						
EVALUATION FACTOR B						
Demonstration of Knowledge	*15*	14.50	2.67	13.67	13.67	13.83
1. Demonstration of Knowledge of zoning review						
2. Industry specific knowledge in the area of local government, or other similar organizations in services shown in Section 4.1 for municipality or government agency.						
EVALUATION FACTOR C						
Corporate Experience and Capability	*10*	10.00	3.33	10.00	10.00	9.67
1. Provide information that documents your firm's and any subcontractor's qualifications to produce the required outcomes, including the ability, capacity, strength, and number of years of experience in providing the required services.						
2. Identify demonstrated experience relevant to the services delineated within the Request for Qualification.						
EVALUATION FACTOR D						
Quality of Key Personnel	*10*	10.00	1.00	10.00	10.00	9.33
Provide resumes of all team members that are to provide services.						
EVALUATION FACTOR E						
References	*10*	8.30	7.50	5.84	7.50	7.50
1. Complete projects on-time, within budget	2.50	2.50	2.50	1.67	2.50	2.50
2. Provide cohesive and seamless process in providing services	2.50	2.50	2.50	1.67	2.50	2.50
3. Produce high-quality results	2.50	2.47	2.50	1.67	2.50	2.50
4. Change Orders initiated by contractor	2.50	0.83	N/A	0.83	N/A	N/A
EVALUATION FACTOR F						
Quality and Presentation of Response	*5*	5.00	1.33	4.33	4.67	2.67
1. Readability, completeness, understanding of project requirements						
2. Adherence to response format requirements, and presenting realistic timeline						
TOTAL Possible Points	70	67.80	23.16	62.51	65.17	56.33
FEE PROPOSAL						
Total Possible Points	30	19.16	18.49	30.00	15.81	17.18
Part I - Direct Services to the City		$195,000.00	$180,000.00	$144,000.00	$270,000.00	$206,400.00
Part II - Indirect Services to the City		$930,000.00	$825,600.00	$576,000.00	$1,140,000.00	$825,600.00
Part III - Supplemental Services		$96,000.00	$260,000.00	$60,000.00	$70,000.00	$330,000.00
ESTIMATED ANNUAL TOTAL		$1,221,000.00	$1,265,600.00	$780,000.00	$1,480,000.00	$1,362,000.00
TOTAL Maximum Points	100	86.96	41.65	92.51	80.98	73.51

PART II - LAND DEVELOPMENT REVIEW COMMITTEE SCORE SHEET

SOLICITATION : 2012-103R - 3RD PARTY RESIDENTIAL BLDG INSPECTION & PLAN REVIEW SVCS

	Points	BUREAU VERITAS NORTH AMERICA, INC.	CODE COMPLIANCE INSPECTIONS, PC	ECM INTERNATIONAL, INC.	INSTITUTE FOR BUILDING TECHNOLOGY AND SAFETY	MICHELLE'S VENTURES, INC. DBA VISION CONSULTANTS, INC.
		PLANO, TX	EL PASO, TX	EL PASO, TX	ASHBURN, VA	EL PASO, TX
EVALUATION FACTOR	A					
Project Approach and Methodology	*20*	20.00	7.33	18.67	19.33	12.33
1. Description of the proposed contract team, including roles and time commitments for each proposed team member.						
2. Plan of approach for achieving required outcomes, including major tasks, subtasks and schedule.						
3. Explanation of how the quality of services will be assured.						
EVALUATION FACTOR	B					
Demonstration of Knowledge	*15*	14.67	2.67	13.67	14.00	12.83
1. Demonstration of Knowledge of land development review						
2. Industry specific knowledge in the area of local government, or other similar organizations in services shown in Section 4.1 for municipality or government agency.						
EVALUATION FACTOR	C					
Corporate Experience and Capability	*10*	10.00	3.00	10.00	10.00	9.33
1. Provide information that documents your firm's and any subcontractor's qualifications to produce the required outcomes, including the ability, capacity, strength, and number of years of experience in providing the required services.						
2. Identity demonstrated experience relevant to the services delineated within the Request for Qualification.						
EVALUATION FACTOR	D					
Quality of Key Personnel	*10*	10.00	1.00	9.67	9.67	9.00
Provide resumes of all team members that are to provide services.						
EVALUATION FACTOR	E					
References	*10*	8.30	7.50	5.84	7.50	7.50
1. Complete projects on-time, within budget	2.50	2.50	2.50	1.67	2.50	2.50
2. Provide cohesive and seamless process in providing services	2.50	2.50	2.50	1.67	2.50	2.50
3. Produce high-quality results	2.50	2.47	2.50	1.67	2.50	2.50
4. Change Orders initiated by contractor	2.50	0.83	N/A	0.83	N/A	N/A
EVALUATION FACTOR	F					
Quality and Presentation of Response	*5*	5.00	1.33	4.33	4.67	2.67
1. Readability, completeness, understanding of project requirements						
2. Adherence to response format requirements, and presenting realistic timeline						
TOTAL Possible Points	70	67.97	22.83	62.18	65.17	53.66
FEE PROPOSAL						
Total Possible Points	30	19.16	18.49	30.00	15.81	17.18
Part I - Direct Services to the City		$195,000.00	$180,000.00	$144,000.00	$270,000.00	$206,400.00
Part II - Indirect Services to the City		$930,000.00	$825,600.00	$576,000.00	$1,140,000.00	$825,600.00
Part III - Supplemental Services		$96,000.00	$260,000.00	$60,000.00	$70,000.00	$330,000.00
ESTIMATED ANNUAL TOTAL		$1,221,000.00	$1,265,600.00	$780,000.00	$1,480,000.00	$1,362,000.00
TOTAL Maximum Points	100	87.13	41.32	92.18	80.98	70.84

PART II -BUILDING INSPECTIONS
COMMITTEE SCORE SHEET

SOLICITATION : 2012-103R - 3RD PARTY RESIDENTIAL BLDG INSPECTION & PLAN REVIEW SVCS

	Points	BUREAU VERITAS NORTH AMERICA, INC.	CODE COMPLIANCE INSPECTIONS, PC	ECM INTERNATIONAL, INC.	INSTITUTE FOR BUILDING TECHNOLOGY AND SAFETY	MICHELLE'S VENTURES, INC. DBA VISION CONSULTANTS, INC.
		PLANO, TX	EL PASO, TX	EL PASO, TX	ASHBURN, VA	EL PASO, TX
EVALUATION FACTOR A **Project Approach and Methodology**	A *20*	20.00	10.67	18.67	18.33	12.22
1. Description of the proposed contract team, including roles and time commitments for each proposed team member.						
2. Plan of approach for achieving required outcomes, including major tasks, subtasks and schedule.						
3. Explanation of how the quality of services will be assured.						
EVALUATION FACTOR B **Demonstration of Knowledge**	B *15*	14.50	11.00	13.67	14.00	13.67
1. Demonstration of Knowledge of building inspections						
2. Industry specific knowledge in the area of local government, or other similar organizations in services shown in Section 4.1 for municipality or government agency.						
EVALUATION FACTOR C **Corporate Experience and Capability**	C *10*	10.00	7.67	10.00	10.00	9.33
1. Provide information that documents your firm's and any subcontractor's qualifications to produce the required outcomes, including the ability, capacity, strength, and number of years of experience in providing the required services.						
2. Identity demonstrated experience relevant to the services delineated within the Request for Qualification.						
EVALUATION FACTOR D **Quality of Key Personnel**	D *10*	10.00	7.67	10.00	9.67	9.00
Provide resumes of all team members that are to provide services.	10.00					
EVALUATION FACTOR E **References**	E *10*	8.30	7.50	5.84	7.50	7.50
1. Complete projects on-time, within budget	2.50	2.50	2.50	1.67	2.50	2.50
2. Provide cohesive and seamless process in providing services	2.50	2.50	2.50	1.67	2.50	2.50
3. Produce high-quality results	2.50	2.47	2.50	1.67	2.50	2.50
4. Change Orders initiated by contractor	2.50	0.83	N/A	0.83	N/A	N/A
EVALUATION FACTOR F **Quality and Presentation of Response**	F *5*	5.00	1.67	4.33	4.67	2.33
1. Readability, completeness, understanding of project requirements						
2. Adherence to response format requirements, and presenting realistic timeline						
TOTAL Possible Points	70	67.80	46.18	62.51	64.17	54.05
FEE PROPOSAL						
Total Possible Points	30	19.16	18.49	30.00	15.81	17.18
Part I - Direct Services to the City		$195,000.00	$180,000.00	$144,000.00	$270,000.00	$206,400.00
Part II - Indirect Services to the City		$930,000.00	$825,600.00	$576,000.00	$1,140,000.00	$825,600.00
Part III - Supplemental Services		$96,000.00	$260,000.00	$60,000.00	$70,000.00	$330,000.00
ESTIMATED ANNUAL TOTAL		$1,221,000.00	$1,265,600.00	$780,000.00	$1,480,000.00	$1,362,000.00
TOTAL Maximum Points	100	86.96	64.67	92.51	79.98	71.23

PART III -SWIMMING POOL INSPECTIONS
COMMITTEE SCORE SHEET

SOLICITATION : 2012-103R - 3RD PARTY RESIDENTIAL BLDG INSPECTION & PLAN REVIEW SVCS

	Points	BUREAU VERITAS NORTH AMERICA, INC.	CODE COMPLIANCE INSPECTIONS, PC	ECM INTERNATIONAL, INC.	INSTITUTE FOR BUILDING TECHNOLOGY AND SAFETY	MICHELLE'S VENTURES, INC. DBA VISION CONSULTANTS, INC.
		PLANO, TX	EL PASO, TX	EL PASO, TX	ASHBURN, VA	EL PASO, TX
EVALUATION FACTOR A						
Project Approach and Methodology	*20*	20.00	7.33	18.67	19.33	12.67
1. Description of the proposed contract team, including roles and time commitments for each proposed team member.						
2. Plan of approach for achieving required outcomes, including major tasks, subtasks and schedule.						
3. Explanation of how the quality of services will be assured.						
EVALUATION FACTOR B						
Demonstration of Knowledge	*15*	14.50	0.33	13.67	14.00	13.00
1. Demonstration of Knowledge of swimming pool inspections						
2. Industry specific knowledge in the area of local government, or other similar organizations in services shown in Section 4.1 for municipality or government agency.						
EVALUATION FACTOR C						
Corporate Experience and Capability	*10*	10.00	2.33	10.00	10.00	8.67
1. Provide information that documents your firm's and any subcontractor's qualifications to produce the required outcomes, including the ability, capacity, strength, and number of years of experience in providing the required services.						
2. Identify demonstrated experience relevant to the services delineated within the Request for Qualification.						
EVALUATION FACTOR D						
Quality of Key Personnel	*10*	10.00	1.67	9.67	9.67	8.33
Provide resumes of all team members that are to provide services.						
EVALUATION FACTOR E						
References	*10*	8.30	7.50	5.84	7.50	7.50
1. Complete projects on-time, within budget	2.50	2.50	2.50	1.67	2.50	2.50
2. Provide cohesive and seamless process in providing services	2.50	2.50	2.50	1.67	2.50	2.50
3. Produce high-quality results	2.50	2.47	2.50	1.67	2.50	2.50
4. Change Orders initiated by contractor	2.50	0.83	N/A	0.83	N/A	N/A
EVALUATION FACTOR F						
Quality and Presentation of Response	*5*	5.00	1.33	4.33	4.67	2.67
1. Readability, completeness, understanding of project requirements						
2. Adherence to response format requirements, and presenting realistic timeline						
TOTAL Possible Points	70	67.80	20.49	62.18	65.17	52.84
FEE PROPOSAL						
Total Possible Points	30	19.16	18.49	30.00	15.81	17.18
Part I - Direct Services to the City		$195,000.00	$180,000.00	$144,000.00	$270,000.00	$206,400.00
Part II - Indirect Services to the City		$930,000.00	$825,600.00	$576,000.00	$1,140,000.00	$825,600.00
Part III - Supplemental Services		$96,000.00	$260,000.00	$60,000.00	$70,000.00	$330,000.00
ESTIMATED ANNUAL TOTAL		$1,221,000.00	$1,265,600.00	$780,000.00	$1,480,000.00	$1,362,000.00
TOTAL Maximum Points	100	86.96	38.98	92.18	80.98	70.02

PART III -SOLAR PANEL COMMITTEE SCORE SHEET

SOLICITATION : 2012-103R - 3RD PARTY RESIDENTIAL BLDG INSPECTION & PLAN REVIEW SVCS

	Points	BUREAU VERITAS NORTH AMERICA, INC.	CODE COMPLIANCE INSPECTIONS, PC	ECM INTERNATIONAL, INC.	INSTITUTE FOR BUILDING TECHNOLOGY AND SAFETY	MICHELLE'S VENTURES, INC. DBA VISION CONSULTANTS, INC.
		PLANO, TX	EL PASO, TX	EL PASO, TX	ASHBURN, VA	EL PASO, TX
EVALUATION FACTOR A						
Project Approach and Methodology	*20*	20.00	7.33	18.67	20.00	13.33
1. Description of the proposed contract team, including roles and time commitments for each proposed team member.						
2. Plan of approach for achieving required outcomes, including major tasks, subtasks and schedule.						
3. Explanation of how the quality of services will be assured.						
EVALUATION FACTOR B						
Demonstration of Knowledge	*15*	13.67	0.33	13.00	13.33	8.67
1. Demonstration of Knowledge of solar panel inspections						
2. Industry specific knowledge in the area of local government, or other similar organizations in services shown in Section 4.1 for municipality or government agency.						
EVALUATION FACTOR C						
Corporate Experience and Capability	*10*	9.33	0.67	8.67	9.33	7.33
1. Provide information that documents your firm's and any subcontractor's qualifications to produce the required outcomes, including the ability, capacity, strength, and number of years of experience in providing the required services.						
2. Identity demonstrated experience relevant to the services delineated within the Request for Qualification.						
EVALUATION FACTOR D						
Quality of Key Personnel	*10*	10.00	1.67	9.33	10.00	6.33
Provide resumes of all team members that are to provide services.						
EVALUATION FACTOR E						
References	*10*	8.30	7.50	5.84	7.50	7.50
1. Complete projects on-time, within budget	2.50	2.50	2.50	1.67	2.50	2.50
2. Provide cohesive and seamless process in providing services	2.50	2.50	2.50	1.67	2.50	2.50
3. Produce high-quality results	2.50	2.47	2.50	1.67	2.50	2.50
4. Change Orders initiated by contractor	2.50	0.83	N/A	0.83	N/A	N/A
EVALUATION FACTOR F						
Quality and Presentation of Response	*5*	5.00	1.33	4.33	4.67	2.67
1. Readability, completeness, understanding of project requirements						
2. Adherence to response format requirements, and presenting realistic timeline						
TOTAL Possible Points	70	66.30	18.83	59.84	64.83	45.83
FEE PROPOSAL						
Total Possible Points	30	19.16	18.49	30.00	15.81	17.18
Part I - Direct Services to the City		$195,000.00	$180,000.00	$144,000.00	$270,000.00	$206,400.00
Part II - Indirect Services to the City		$930,000.00	$825,600.00	$576,000.00	$1,140,000.00	$825,600.00
Part III - Supplemental Services		$96,000.00	$260,000.00	$60,000.00	$70,000.00	$330,000.00
ESTIMATED ANNUAL TOTAL		$1,221,000.00	$1,265,600.00	$780,000.00	$1,480,000.00	$1,362,000.00
TOTAL Maximum Points	100	85.46	37.32	89.84	80.64	63.01

PART III -OTHER SERVICES COMMITTEE SCORE SHEET

N/A

SOLICITATION : 2012-103R - 3RD PARTY RESIDENTIAL BLDG INSPECTION & PLAN REVIEW SVCS

	Points	BUREAU VERITAS NORTH AMERICA, INC.	CODE COMPLIANCE INSPECTIONS, PC	ECM INTERNATIONAL, INC.	INSTITUTE FOR BUILDING TECHNOLOGY AND SAFETY	MICHELLE'S VENTURES, INC.DBA VISION CONSULTANTS, INC.
		PLANO, TX	EL PASO, TX	EL PASO, TX	ASHBURN, VA	EL PASO, TX
EVALUATION FACTOR A						
Project Approach and Methodology	*20*					
1. Description of the proposed contract team, including roles and time commitments for each proposed team member.	6.67					
2. Plan of approach for achieving required outcomes, including major tasks, subtasks and schedule.	6.67					
3. Explanation of how the quality of services will be assured.	6.60					
EVALUATION FACTOR B						
Demonstration of Knowledge	*15*					
1. Demonstration of Knowledge of other services	7.50					
2. Industry specific knowledge in the area of local government, or other similar organizations in services shown in Section 4.1 for municipality or government agency.	7.50					
EVALUATION FACTOR C						
Corporate Experience and Capability	*10*					
1. Provide information that documents your firm's and any subcontractor's qualifications to produce the required outcomes, including the ability, capacity, strength, and number of years of experience in providing the required services.	5.00					
2. Identify demonstrated experience relevant to the services delineated within the Request for Qualification.	5.00					
EVALUATION FACTOR D						
Quality of Key Personnel	*10*					
Provide resumes of all team members that are to provide services.	10.00					
EVALUATION FACTOR E						
References	*10*	8.30	7.50	5.84	7.50	5.00
1. Complete projects on-time, within budget	2.50	2.50	2.50	1.67	2.50	2.50
2. Provide cohesive and seamless process in providing services	2.50	2.50	2.50	1.67	2.50	2.50
3. Produce high-quality results	2.50	2.47	2.50	1.67	2.50	0.00
4. Change Orders initiated by contractor	2.50	0.83	N/A	0.83	N/A	N/A
EVALUATION FACTOR F						
Quality and Presentation of Response	*5*					
1. Readability, completeness, understanding of project requirements	2.50					
2. Adherence to response format requirements, and presenting realistic timeline	2.50					
TOTAL Possible Points	70	8.30	7.50	5.84	7.50	5.00
FEE PROPOSAL						
Total Possible Points	30	19.16	18.49	30.00	15.81	17.18
Part I - Direct Services to the City		$195,000.00	$180,000.00	$144,000.00	$270,000.00	$206,400.00
Part II - Indirect Services to the City		$930,000.00	$825,600.00	$576,000.00	$1,140,000.00	$825,600.00
Part III - Supplemental Services		$96,000.00	$260,000.00	$60,000.00	$70,000.00	$330,000.00
ESTIMATED ANNUAL TOTAL		$1,221,000.00	$1,265,600.00	$780,000.00	$1,480,000.00	$1,362,000.00
TOTAL Maximum Points	100	27.46	25.99	35.84	23.31	22.18

CITY OF EL PASO
REQUEST FOR QUALIFICATIONS TABULATION FORM

El Paso All-America City 2010

Bid Opening Date: January 25, 2012
Bid Name: 3rd Party Residential Bldg Inspection & Plan Review Services

Solicitation #: 2012-103R
Department: Engineering & Construction Management

BUREAU VERITAS NORTH AMERICA, INC.	PLANO, TX
CODE COMPLIANCE INSPECTIONS, PC	EL PASO, TX
ECM INTERNATIONAL, INC.	EL PASO, TX
INSTITUTE FOR BUILDING TECHNOLOGY AND SAFETY	ASHBURN, VA
MICHELLE'S VENTURES INC. dba VISION CONSULTANTS	EL PASO, TX

RFPs SOLICITED: 4 RFPs RECEIVED: 5 RFPs LOCAL: 3 NO RFPs: 1

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

APPROVED: /s/ Denise Burdg DATE: 1/26/12 2/2/12

MANNY VILLARREAL,
DFW SOUTHWEST/ BUREAU VERITAS
NORTH AMERICA, INC.
100 EAST 15TH STREET, SUITE 630
FORT WORTH, TEXAS 76102
MANNY.VILLARREAL@US.BUREAUVERITAS.COM

JOANN CARRIZAL,
CODE COMPLIANCE INSPECTIONS
401 LOMALAND
EL PASO, TX 79907

KELLY SORENSON
VISION CONSULTANTS
1605 GEORGE DIETER #621
EL PASO, TX 79936

ECM INTERNATIONAL, INC.
ATTN: RICK MOJICA, VP
404 EXECUTIVE CENTER BLVD.
EL PASO, TX 79902

SERVICE SOLUTIONS SUCCESS

Permit-Based Third-Party Residential Building Inspection Services

Solicitation Number 2011-103R

Historical Information

- On May 24, 2011, Council approved the award of Solicitation No. 2011-143, Permit-Based Third Party Residential Complete Plan Review & Building Inspections.

- In this contract, the third party providers were to contract to perform the following tasks:
  - Complete Plan Review
  - Building Inspections (Includes Mechanical & Electrical): Foundation, Framing and Final;
  - Plumbing Inspections

- Shortly after the contracts were executed, several problems arose regarding some of the Third Party provider's responsibilities associated with the Plan Review duties.

- These issues enlightened City staff to the fact that during the solicitation process sufficient clarification of Plan Review duties was not provided to Third Party providers.

Historical Information

- In October of 2011, City staff met with members of the El Paso Homebuilders Association regarding concerns over the scope changes in the new contract from previous contracts.
  - The most notable issue was the added task of “plan review” and specific struggles contractors were facing in meeting this requirement.
- As a result of this meeting, and other considerations, on October 18, 2011 the City sent notification to all contracted third party providers, (and to the El Paso Homebuilders Association), of four immediate considerations on these contracts:

1. The requirement for a complete plan review, including zoning and land development reviews was suspended immediately, leaving the requirement for architectural plan review only in place.

Historical Information

2. The City stated it's intention to evaluate and clarify the Third Party's contractual responsibilities and committed to redeveloping a scope of services to solicit a new contract.

3. The City informed the Third Party providers that a new solicitation would be forthcoming that would provide greater scope specificity concerning plan review allow for expanded duties and more flexibility regarding service provision.

4. The City informed the Third Party providers that it remains committed to permit the building of residential homes under the Third Party scheme as fast as practical in an appropriate and equitable manner.

Contract Scope of Work

Three Core Services provided under this new solicitation:

1. **<u>Direct Services to the City</u>** – This is a new provision in the contract that will allow for a contractual relationship between the City, as the primary client, and the Third Party providers, for a complete plan review and building inspections.

   This will be valuable tool to assist the City during periods when a significant backlog of plan reviews negatively impacts the City's ability to meet the five day turnaround period to produce building permits.

Contract Scope of Work

2. **<u>Indirect Services to the City</u>** – Allows for Third Party Providers, acting as an agent for the City, to contract with local Builders to provide either Limited Plan Review, or include Zoning Review, Land Development Review, and Building Inspections services.

   This is the traditional model for Third Party services that was re-written to include a more descriptive explanation of the key requirements of plan review.

3. **<u>Supplemental Services to the City</u>** – A new provision that will allow the City to contract with the Third Party providers to perform services such as swimming pool inspections, solar panel inspections, and other minor inspections on demand.

Results of the Request for Qualifications Solicitation

Proposals Were Opened on Jan 25, 2012

Five Submittals:

- Bureau Veritas
- ECM International
- The Institute for Building Technology and Safety (IBTS)
- Vision Consultants
- Code Compliance Inspections

Staff RFQ Award Recommendations – Part I

Part I - Direct Services to the City	Complete Plan Review	Building Inspections
Bureau Veritas	Recommend Award	Recommend Award
ECM International	Recommend Award	Recommend Award
Institute for Building Technology and Safety	Recommend Award	Recommend Award
Vision Consultants	Recommend Award	Recommend Award
Cole Compliance Inspections	Recommend Award	Recommend Award

The review committee found the submitting firms qualified to perform all functions associated with Direct Services to the City and recommends award to all five firms.

Code Compliance Inspectors is Recommended for limited review only

Staff RFQ Award Recommendations – Part II

Part II - In-Direct Services to the City	Limited Plan Review	Zoning Review	Land Development Review	Building Inspections
Bureau Veritas	Recommend Award	Recommend Award	Recommend Award	Recommend Award
ECM International	Recommend Award	Recommend Award	Recommend Award	Recommend Award
Institute for Building Technology and Safety	Recommend Award	Recommend Award	Recommend Award	Recommend Award
Vision Consultants	Recommend Award	Recommend Award	Recommend Award	Recommend Award
Cole Compliance Inspections	Recommend Award	Not Recommended	Not Recommended	Recommend Award

The review committee found four submitting firms qualified to perform all functions associated with In-Direct Services to the City and recommends award as detailed.

Code Compliance Inspectors are recommended for Limited Plan Review and Building Inspections only

Staff RFQ Award Recommendations – Part II

Indirect Services to the City

- As established in the previous contract, the Third Party Providers serve as a contracted agent of the City to respective builders.

- In such capacity, the payment for services from respective builders is based on the Third Party's proposed fee and is paid directly to the City of El Paso by the builder's.

- Funds owed to Third Party firms from builder clients are deposited in the City's system and placed in suspense under a liability account to be paid directly to the Third Party firms upon their submittal to the City of an invoice to collect payment.

Staff RFQ Award Recommendations – Part III

Part III - Supplemental Services	Swimming Pool Inspections	Solar Panel Inspections	Other Inspections
Bureau Veritas	Recommend Award	Recommend Award	Recommend Award
ECM International	Recommend Award	Recommend Award	Recommend Award
Institute for Building Technology and Safety	Recommend Award	Recommend Award	Recommend Award
Vision Consultants	Recommend Award	Recommend Award	Recommend Award
Cole Compliance Inspections	Recommend Award	Recommend Award	Recommend Award

The review committee found all five submitting firms qualified to perform all functions associated with Supplemental Services and recommends award as detailed.

Questions/Comments