

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

DEPARTMENT: Engineering Department

AGENDA DATE: August 8, 2006

CONTACT PERSON/PHONE: Rick Conner, ext. 4423

DISTRICT(S) AFFECTED: Citywide

SUBJECT:

That the City Manager be authorized to sign a Professional Services Agreement between the **CITY OF EL PASO** and **DIMENSIONS ARCHITECTS, INC.**, to perform professional services for "**FACILITY CONDITION ASSESSMENT SERVICES**" in an amount not to exceed **FOUR HUNDRED NINETY-NINE THOUSAND NINE HUNDRED NINETY-NINE AND 00/100 DOLLARS (\$499,999.00)**.

BACKGROUND / DISCUSSION:

The consultant shall perform a facilities assessment survey to establish a comprehensive management database of all City properties. The database should include an effective program to maintain, repair, and extend property's life cycle. The database will be provided in digital form. The database will be licensed to the City of El Paso at the conclusion of the assessment along with training. The assessment will allow Council and City of El Paso staff to prioritize facility improvements and create a comprehensive plan to improve City facilities. The assessment will provide the City of El Paso a plan to strategically and efficiently reduce the current backlog of deferred maintenance. The assessment will enhance facility-planning capabilities by addressing the high priority needs and future needs. The assessment will be utilized to develop present and future budgets. The consultant shall have one hundred and eighty (180) days to complete study and report.

PRIOR COUNCIL ACTION:

City Council has not previously considered this item.

AMOUNT AND SOURCE OF FUNDING:

The account information is as follows: 31114001/PMF05002/27042/508016. No budget transfer is required.

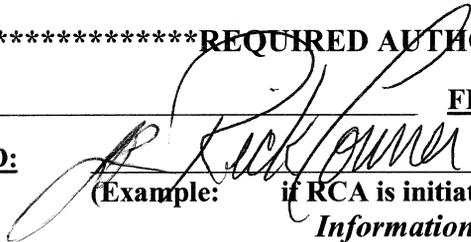
BOARD / COMMISSION ACTION:

N/A

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

LEGAL: (if required) _____ **FINANCE:** (if required) _____

DEPARTMENT HEAD: _____



(Example: if RCA is initiated by Purchasing, client department should sign also)
Information copy to appropriate Deputy City Manager

APPROVED FOR AGENDA:

CITY MANAGER: _____

DATE: _____

RESOLUTION

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

That the City Manager be authorized to sign a Professional Services Agreement between the **CITY OF EL PASO** and **DIMENSIONS ARCHITECTS, INC.**, to perform professional services for a project known as **“FACILITY CONDITION ASSESSMENT SERVICES”** in an amount not to exceed **FOUR HUNDRED NINETY-NINE THOUSAND NINE HUNDRED NINETY-NINE AND 00/100 DOLLARS (\$499,999.00)**.

ADOPTED this _____ day of _____, 2006.

CITY OF EL PASO

John F. Cook
Mayor

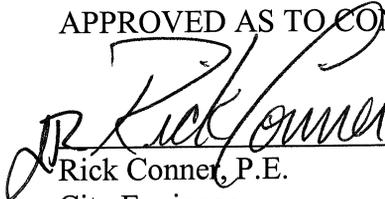
ATTEST:

Richarda Duffy Momsen
City Clerk

APPROVED AS TO FORM:

Lupe Cuellar
Assistant City Attorney

APPROVED AS TO CONTENT:



Rick Conner, P.E.
City Engineer

THE STATE OF TEXAS)
)
COUNTY OF EL PASO)

AN AGREEMENT FOR
PROFESSIONAL SERVICES

This Agreement is made this ____ day of _____, 2006 by and between the **CITY OF EL PASO**, a municipal corporation organized and existing under the laws of the State of Texas, hereinafter referred to as the “**Owner**”, and **DIMENSIONS ARCHITECTS, INC.**, a Texas Corporation, hereinafter referred to as the “**Consultant**”.

WHEREAS, the Owner intends to engage the Consultant to perform professional services for a project known as “**FACILITY CONDITION ASSESSMENT SERVICES**”, hereinafter referred to as the “**Project**”, as further described in **Attachment “A”**; and

WHEREAS, the Consultant has been selected to perform such services as required by the Owner, and the Consultant was selected through the Owner’s selection procedure, in accordance with all applicable state and local laws and ordinances;

NOW, THEREFORE, for the consideration set forth in this Agreement and its attachments, the Owner and Consultant agree as follows:

**ARTICLE I.
ATTACHMENTS**

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

Attachment “A”	Scope of Services
Attachment “B”	Consultant’s Fee Proposal and Hourly Rates
Attachment “C”	Consultant’s Basic and Additional Services
Attachment “D”	Payment and Deliverable Schedules
Attachment “E”	Insurance Certificates

**ARTICLE II.
PROJECT**

2.1 The Owner hereby agrees to retain the Consultant and the Consultant agrees to perform professional services for the Project as professional consultant for the Project. The Project shall consist of the Consultant’s completion of the Scope of Services as further described in **Attachment “A”**. Such Scope of Services shall be completed in accordance with the identified phases described in **Attachment “D”**.

2.2 In completion of such phases, the Consultant shall comply with the City of El Paso Engineering Department Construction Document Guidelines in effect on the execution date of this Agreement in the performance of the services requested under this Agreement. Such Guidelines are available in the Engineering Department.

2.3 The Consultant shall serve as the Owner's professional representative in those phases of the Project to which this Agreement applies and shall give consultation and advice to the Owner during the performance of services.

2.4 The Owner shall provide all available information to the Consultant, as to the Owner's requirements for each construction contract. The Owner shall also provide to the Consultant, all known information pertinent to the Project site, including previous reports and other data relative to design, such as "as-built" drawings or physical conditions now existing at the Project site. In performing its services, the Consultant will be entitled to rely upon the accuracy of the Owner provided information.

2.5 The Owner hereby designates the City Engineer of the City of El Paso as the Owner's representative with respect to the professional services to be provided by the Consultant pursuant to this Agreement. The City Engineer shall have complete authority to transmit instructions, receive information, interpret and define Owner's policies, and decisions with respect to materials, equipment, elements, and systems pertinent to the work covered by this Agreement. City Engineer will render written decisions within a five working days time period.

ARTICLE III. CONSULTANT FEES AND PROJECT BUDGET

3.1 PAYMENT TO CONSULTANT. The Owner shall pay to the Consultant an amount not to exceed **FOUR HUNDRED NINETY-NINE THOUSAND NINE HUNDRED NINETY-NINE AND 00/100 DOLLARS (\$499,999.00)** for all basic services and reimbursables performed pursuant to this Agreement. The Consultant's fee proposal for the performance of all Basic Services and reimbursables is attached hereto as **Attachment "B"**. Payments to the Consultant shall be made pursuant to the schedule enumerated within **Attachment "D"**.

3.2 CONSULTANT'S SERVICES. The Basic Services to be provided by the Consultant for this Agreement are attached hereto as **Attachment "A"** and **Attachment "C"**. If authorized by prior written amendment to this Agreement, the Consultant may perform such Additional Services as also enumerated within **Attachment "C"**. Owner shall make payment for such Basic and Additional Services at the rates established by Consultant within **Attachment "B"**.

3.3 CONSULTANT'S INVOICES. The Consultant shall bill the Owner not more often than monthly, through written invoices pursuant to the schedule established in **Attachment "D"**. Invoices shall indicate the costs for outside consultants with copies of their invoices as back-up materials as well as other authorized direct costs for hourly rate contracts. All invoices shall be made in writing. Within ninety days of substantial completion of construction, all outstanding invoices for all work completed to date by the Consultant shall be submitted to the Owner.

3.3.1 Each invoice shall contain a brief summary indicating, at a minimum, the total Project budget, the total amount authorized for the Consultant, the current invoiced amount and the amount billed to date. In addition to the Summary, each invoice shall

provide a Progress Report. The Progress Report shall describe, at a minimum, the progress of the Project to date also indicating the percentage of completion of each phase. The established schedule for completion shall not be revised except by written amendment to this Agreement, executed by both parties.

3.3.2 The Owner agrees to pay invoices for all services performed as soon as reasonably possible but not later than thirty (30) days from receipt. Upon dispute, however, the Owner may, upon notice to the Consultant, withhold payment to the Consultant for the amount in dispute only, until such time as the exact amount of the disputed amount due the Consultant is determined. The total amount paid to Consultant shall not exceed Consultant's fee proposal, except by written amendment to this Agreement, executed by both parties.

3.5 COSTS NOT ENUMERATED. Except as specifically set forth in this Agreement and its attachments, all costs related to the completion of the services requested herein shall be borne by the Consultant and not passed on to the Owner or otherwise paid by the Owner, unless a written amendment to this Agreement is executed by both parties allowing for additional costs.

ARTICLE IV. PERIOD OF SERVICE AND TERMINATION

4.1 PERIOD OF SERVICE. The services called for by each phase shall begin upon the issuance of a Notice to Proceed from the City Engineer. The Consultant shall complete the requested services in accordance with the timelines and schedules outlined in **Attachments "A"**. The term of this Agreement shall be for a period not to exceed **one hundred eighty (180) consecutive calendar days**, except as specifically noted herein.

4.2 TERMINATION. This Agreement may be terminated as provided herein.

4.2.1 TERMINATION BY OWNER. It is mutually understood and agreed by the Consultant and Owner that the Owner may terminate this Agreement, in whole or in part for the convenience of the Owner, upon **fourteen (14) consecutive calendar days** written notice. It is also understood and agreed that upon such notice of termination, the Consultant shall cease the performance of services under this Agreement. Upon such termination, the Consultant shall provide one final invoice for all services completed and reimbursable expenses incurred prior to the Owner's notice of termination. Owner shall compensate Consultant in accordance with this Agreement; however, the Owner may withhold any payment to the Consultant that is held to be in dispute for the purpose of setoff until such time as the exact amount due the Owner from the Consultant is determined. Nothing contained herein, or elsewhere in this Agreement shall require the Owner to pay for any services that are not in compliance with the terms of this Agreement and its attachments.

4.2.2 TERMINATION BY EITHER PARTY. It is further understood and agreed by the Consultant and Owner that either party may terminate this Agreement in whole or in

part. Such a termination may be made for failure of one party to substantially fulfill its contractual obligations, pursuant to this Agreement, and through no fault of the other party. No such termination shall be made, unless the other party being terminated is granted: a) written notice of intent to terminate enumerating the failures for which the termination is being sought; b) a minimum of **seven (7) consecutive calendar days** to cure such failures; and c) an opportunity for consultation with the terminating party prior to such termination. However, the Owner retains the right to immediately terminate this Agreement for default if the Consultant violates any local, state, or federal laws, rules or regulations that relate to the performance of this Agreement. In the event of termination by the Owner pursuant to this subsection, the Owner may withhold payments to the Consultant for the purpose of setoff until such time as the exact amount due the Owner from the Consultant is determined.

4.2.3 TERMINATION SHALL NOT BE CONSTRUED AS RELEASE. Termination by either party shall not be construed as a release of any claims that the terminating party may be lawfully entitled to assert against the terminated party. Further, the terminated party shall not be relieved of any liability for damages sustained by the terminating party by virtue of any breach of this Agreement.

ARTICLE V. INSURANCE AND INDEMNIFICATION

5.1 INSURANCE. The Consultant shall not commence work under this Agreement until the Consultant has obtained sufficient insurance as required herein, and such insurance has been approved by the Owner. The Consultant shall maintain the required insurance throughout the term of this Agreement. Failure to maintain said insurance shall be considered a material breach of this Agreement.

5.1.1 WORKERS' COMPENSATION INSURANCE. The Consultant shall procure and shall maintain during the life of this Agreement, Workers' Compensation Insurance as required by applicable Texas law for all of the Consultant's employees to be engaged in work under this Agreement. The Consultant shall provide the following endorsement:

"The policy is endorsed to provide that insurer waives any right of subrogation it may acquire against the Owner, its partners, agents and employees by reason of any payment made on or account of injury, including death resulting therefrom, sustained by any employee of the insured."

5.1.2 COMMERCIAL LIABILITY, PROPERTY DAMAGE LIABILITY AND AUTOMOBILE LIABILITY INSURANCE. The Consultant shall procure and shall maintain during the life of this Agreement such Commercial General Liability, Property Damage Liability and Automobile Liability Insurance as shall protect the Consultant and the Consultant's employees performing work covered by this Agreement from claims for damages for personal injury, including accidental death, as well as from claims for property damages, which may arise from operations under this contract, whether such operations be

by the Consultant or by anyone directly or indirectly employed by the Consultant. The minimum limits of liability and coverages shall be as follows:

- a) **COMMERCIAL GENERAL LIABILITY**
 - Personal Injury or Death**
\$500,000.00 for one person or occurrence
\$1,000,000.00 for two or more persons or occurrences
 - Property Damage**
\$500,000.00 per occurrence
 - General Aggregate**
\$1,000,000.00
- b) **AUTOMOBILE LIABILITY**
 - Combined Single Limit**
\$1,000,000.00 per accident

5.1.3 PROFESSIONAL LIABILITY INSURANCE. The Consultant shall procure and shall maintain, at the Consultant's sole expense, Professional Liability Insurance for the benefit of the Owner to cover the errors and omissions of the Consultant, its principals or officers, agents or employees in the performance of this Agreement with a limit of ONE MILLION AND 00/100 DOLLARS (\$1,000,000.00) on a claims made basis.

5.1.4 OWNER AS ADDITIONAL INSURED. The Owner shall be named as an Additional Insured on all of the Consultant's Insurance Policies, with the exception of Workers' Compensation and Professional Liability Insurance required by this Contract.

5.1.5 PROOF OF INSURANCE. The Consultant shall furnish the City Engineer with certificates showing the type of insurance coverages, limits on each insurance policy, class of operations covered under each insurance policy, effective dates and expiration dates of policies, insurance companies providing the insurance coverages, name of agent/broker and include confirmation of any endorsement(s) required in this agreement.

5.1.6 GENERAL INSURANCE PROVISIONS. All certificates required herein shall be attached hereto and incorporated for all purposes as **Attachment "E"**. All certificates shall also include the name of the project on the corresponding insurance certificate. Further, each certificate shall contain the following statement:

"The insurance covered by this certificate will not be canceled or materially altered, except after **thirty (30) consecutive calendar days** written notice of intent to cancel or materially alter said insurance has been provided to the City of El Paso."

5.2 INDEMNIFICATION. To the fullest extent permitted by law, Consultant shall indemnify and hold harmless Owner, and Owner's officers, directors, partners, agents consultants, and employees from and against any claims, costs, losses, and damages

(including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court, arbitration, or other dispute resolution costs) arising out of or relating to the Project, provided that any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), but only to the extent caused by any negligent act or omission of Consultant or Consultant's officers, directors, partners, agents, consultants or employees. This indemnification provision is subject to and limited by the provisions agreed to by Owner and Consultant, as noted below. The Consultant shall not be responsible for any acts of any of the City's Independent Project Managers.

To the extent allowed by state law, the Owner will be responsible for its own actions.

5.2.1 CONSULTANT'S LIABILITY LIMITED TO AMOUNT OF INSURANCE REQUIREMENTS. Consultant shall procure and maintain insurance as required by and set forth in the terms and conditions of this Agreement. Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by law, the total liability, in the aggregate, of Consultant and Consultant's officers, directors, partners, employees, agents, and consultants (hereafter referred to collectively as "Consultant"), to Owner and anyone claiming by through, or under Owner for any and all claims, losses, costs, or damages, whatsoever arising out of, resulting from or in any way related to the Project or the Agreement from any cause or causes, including but not limited to the negligence, professional errors or omissions, strict liability or breach of contract, or warranty express or implied of Consultant (hereafter "Owner's Claims"), shall not exceed the total insurance proceeds paid on behalf of or to Consultant by Consultant's insurers in settlement or satisfaction of Owner's Claims under the terms and conditions of Consultant's insurance policies applicable thereto (excluding fees, costs and expenses of investigation, claims adjustment, defense, and appeal). If no such insurance coverage is provided with respect to Owner's Claims, then the total liability, in the aggregate, of Consultant to Owner and anyone claiming by, through, or under Owner for any and all such uninsured Owner's claims shall not exceed \$250,000.00 per person or \$500,000.00 per incident with property damage liability limited to \$100,000.00 per incident.

ARTICLE VI. FEDERAL PROVISIONS

6.1 COMPLIANCE WITH APPLICABLE LAWS - FEDERAL FUNDING REQUIREMENTS

Consultant, at Consultant's sole expense, agrees that it will operate and perform its responsibilities and covenants under this Agreement in accordance with applicable laws, rules, orders, ordinances, directions, regulations and requirements of federal, state, county and municipal authorities, now in force or which may hereafter be in force, including, but not limited to, those which shall impose any duty upon the Owner or Consultant with respect to the use of

federal funds and nondiscrimination in the administration of contracts which are funded, in whole or in part, with federal funds.

Specifically, and not in limitation of the foregoing, Consultant agrees that to the extent required by any agreement between the Owner and any Federal agency, the laws of the federal government of the United States of America and the rules and regulations of any regulatory body or officer having jurisdiction over this Project, **including but not limited to:**

--The Federal Transit Administration (FTA) through a Grant Agreement or Cooperative Agreement with the Owner, or supported by FTA through a Loan, Loan Guarantee, or Line of Credit with the Owner.

--The Department of Housing and Urban Development through a Grant Agreement or Cooperative Agreement with the Owner.

--The Federal Aviation Administration through a Grant Agreement or Cooperative Agreement with the Owner.

Copies of grant assurances will be made available to Consultant. However, provided copies shall in no way be a limitation on the Consultant's obligation to comply with any Federal agency, the laws of the federal government of the United States of America and the rules and regulations of any regulatory body or officer having jurisdiction over this Project.

6.1.1 CONTRACT ASSURANCE. The Consultant or subconsultant shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the consultant to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate.

6.1.2 DBE GOOD FAITH EFFORTS. The requirements of 49 CFR Part 26, regulations of the U.S. DOT, applies to this contract. It is the policy of the Owner to practice nondiscrimination based on race, color, sex or national origin in the award of performance of this contract. All firms qualifying under this solicitation are encouraged to submit proposals. Award of this contract will be conditioned upon satisfying the requirements of this proposal. These requirements apply to all offerors, including those who qualify as a DBE. A DBE contract goal of 10% has been established for this contract. The offeror shall make good faith efforts, as defined in Appendix A, 40 CFR Part 26, to meet the contract goal for DBE participation in the performance of this contract.

The offeror will be required to submit the following information: (1) the names and addresses of DBE firms that will participate in the contract; (2) a description of the work that each DBE firm will perform; (3) the dollar amount of the participation of each DBE firm participating; (4) written documentation of the offeror's commitment to use a DBE subconsultant whose participation it submits to meet the contract goal; (5) written

confirmation from the DBE that it is participating in the contract as provided in the commitment made under (4); and (6) if the contract goal is not met, evidence of good faith efforts. The offeror shall submit the information with its proposal as a condition of responsiveness.

DBE participation in this contract may be in the form of a prime contract, subcontract, joint venture, or other arrangement that qualifies under 49 CFR Section 26.55 or 26.53(g), both of which will be submitted on a Letter of Intent to the Owner.

6.2 TERMINATION FOR CANCELLATION OF GRANT.

Should this Agreement be terminated as a result of cancellation of federal funds covering this Project, the Owner shall promptly notify the Consultant of the cancellation by certified mail-return receipt requested, whereupon the Consultant shall immediately, on receipt of the letter, cease and desist from performing any other work or services hereunder. In such an event, the Consultant will be paid for professional services performed to such date, upon furnishing the Owner a progress report and an invoice to such date, and upon acceptance of the work by the Owner.

ARTICLE VII. GENERAL PROVISIONS

7.1 CONTRACT TIME. Consultant understands and agrees to provide all professional services and deliverables requested herein, as expeditiously as is consistent with professional skill and care, and to use its best efforts to complete all phases of this Agreement within the time schedules indicated within **Attachment "D"**. It is acknowledged that the Consultant does not have control over all aspects of the design and construction process and cannot warrant that it will complete all services and deliverables by a certain date. The Consultant shall timely notify the City Engineer of any delay beyond its control and the City Engineer shall extend the time schedule in the event of delays which the City Engineer reasonably determines are beyond the control of the Consultant. The Consultant will perform these services with reasonable diligence and expediency consistent with sound professional practices and consistent with the schedule provided in **Attachment "D"**.

7.2 OPINION OF PROBABLE COST. As a design professional practicing in El Paso the Consultant is expected to be familiar with the cost of construction, labor, and materials in the El Paso area and of bidding and market trends. The cost opinions of construction cost provided by the Consultant, as required herein, are to be made in light of such familiarity and are expected to be within **ten percent (10%)** of the bid for the base bid item expected from the lowest responsible bidder.

The Consultant's final cost opinions for the construction of the Project, shall take into account labor costs which shall be based on the current City of El Paso prevailing wage rates as adopted by the City Council. In the event that the Project is funded with federal funds, the higher of the City of El Paso prevailing wage rates or the Davis-Bacon wage rates shall be utilized by the Consultant in compiling a final cost opinions for the Project.

If the Consultant's most recent cost opinion for any construction contract is in excess of the Project construction budget, the Owner shall give written approval of an increase in the limit, or shall cooperate in revising the Project's scope or quality, or both, to reduce the cost as required. Such revisions shall be made, and Drawings and Specifications modified by the Consultant without further compensation.

As noted herein, if all responsible bids exceed the final cost opinion by more than **ten percent (10%)**, the Consultant agrees, at the direction of the Owner, to redesign the Project without additional charge to the Owner in order to bring the Project within the budgetary limitations.

7.3 CONSULTANT'S QUALITY OF WORK. The Owner's review of any documents prepared by the Consultant is only general in nature and its option to approve and accept the work in no way relieves the Consultant of responsibility for any specific deficiencies in its professional service. The Consultant's services shall be performed as expeditiously as is consistent with professional skill and care and the orderly progress of the Project and in accordance with the time periods established in **Attachment "D"** and which shall be adjusted, if necessary, as the project proceeds. This schedule shall include allowances for periods of time required for the Owner's review, for the performance of the Owner's consultants, and for approval of submissions by authorities having jurisdiction over the project. The identified time limits shall not, except for reasonable cause, be exceeded by the Consultant or Owner. Services provided by the Consultant under this Agreement shall be performed in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing under similar circumstances.

7.4 COPYRIGHT AND REPRODUCTION RIGHTS. Upon payment of amounts due, the Drawings, Specifications, concepts and design, and other documents prepared by the Consultant for this Project including, without limitation, those in electronic form (sometimes referred to as the "Instruments of Service") are the property of the Owner, who shall be vested with all common law and statutory rights. The Owner shall have the right to the use of the Drawings, Specifications and other documents for the maintenance, repair, remodeling and renovation of the Project; provided however the Consultant shall have no liability for any use of one or more of the Instruments of Service by the Owner for maintenance, repair, remodeling and renovation of the project. The Owner shall have the consent of the Consultant, provided, however, the Consultant shall have no liability or responsibility for such use of the Drawings, Specifications, concepts and design, and other documents. The rights granted to the Owner herein for the use of the Drawings, Specifications and other documents for additional projects shall not grant the Owner any right to rely upon the Consultant's seal on the Drawings and Specifications or to hold the Consultant responsible for any subsequent use of the Drawings, Specifications and documents. The Consultant shall provide the Owner with copies of the Instruments of Service in both electronic form and in hard copy.

7.5 AUDITING RECORDS FOR THE SPECIFIC PROJECT. Consultant's records subject to audit shall include but not be limited to records which, in the Owner's discretion, have a bearing on matters of interest to the Owner in connection with the Consultant's work on this Project for the Owner and shall be open to inspection and subject to audit and/or reproduction by

Owner's agent or its authorized representative to the extent necessary to adequately permit evaluation and verification of (a) Consultant's compliance with contract requirements, and (b) compliance with provisions for computing Direct Personnel Expense with reimbursables, if applicable.

Such records subject to audit shall also include those records necessary to evaluate and verify direct and indirect costs, (including overhead allocations) as they may apply to costs associated with this Agreement. In those situations where Consultant's records have been generated from computerized data, Consultant agrees to provide Owner's representatives with extracts of data files in computer readable format on data disks or suitable alternative computer data exchange format.

The Owner or its designee shall be entitled, at its expense, to audit all of the Consultant's records related to this Project, and shall be allowed to interview any of the Consultant's employees, pursuant to the provisions of this section throughout the term of this contract and for a period of **three (3) years** after final payment or longer if required by law. Such audits may require inspection and photo copying of selected documents from time to time at reasonable times and places.

7.6 SUCCESSORS AND ASSIGNS. This Agreement shall be binding on the Owner and the Consultant, their successors and assigns. Neither party may assign, sublet, or transfer its interest in this Agreement without the written consent of the other.

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

7.8 GOVERNING LAW. The Consultant shall comply with applicable Federal, State and local laws and ordinances applicable to the work contemplated herein.

7.9 CAPTIONS. The captions of this Agreement are for information purposes only, and shall in no way affect the substantive terms or conditions of this Agreement.

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

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

To the Owner:	The City of El Paso Attn: City Manager 2 Civic Center Plaza El Paso, Texas 79901
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With a Copy to: The City of El Paso
 Attn: City Engineer
 2 Civic Center Plaza
 El Paso, Texas 79901

To the Consultant: Dimensions Architects, Inc.
 Attn: Sergio Martinez, AIA
 4150 Rio Bravo, Ste 102
 El Paso, Texas 79902

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

7.12 CONFLICTING PROVISIONS. Any provision contained in any Attachments to this Agreement, which may be in conflict or inconsistent with any of the provisions in this Agreement shall be void to the extent of such conflict or inconsistency.

7.13 ENTIRE AGREEMENT. This Agreement, including attachments, constitutes and expresses the entire agreement between the parties and supersedes all prior negotiations, representations or agreements, whether written or oral. This Agreement shall not be amended or modified, except by written amendment, executed by both parties.

(SIGNATURES BEGIN ON NEXT PAGE)

WITNESS THE FOLLOWING SIGNATURES AND/OR SEALS:

CITY OF EL PASO:

Joyce Wilson, City Manager

APPROVED AS TO FORM:

Lupe Cuellar
Assistant City Attorney

APPROVED AS TO CONTENT:

Rick Conner, P.E.
City Engineer

CONSULTANT:
DIMENSIONS ARCHITECTS, INC.

By: _____
Sergio Martinez
Principal

(ACKNOWLEDGEMENTS ON FOLLOWING PAGE)

ACKNOWLEDGEMENTS

THE STATE OF TEXAS §
§
COUNTY OF EL PASO §

This instrument was acknowledged before me on this _____ day of _____, 2006,
by **Joyce A. Wilson**, as **City Manager** of the **City of El Paso, Texas**.

Notary Public, State of Texas

THE STATE OF TEXAS §
§
COUNTY OF EI PASO §

This instrument was acknowledged before me on this _____ day of _____, 2006,
by **Sergio Martinez, AIA**, as **Principal** of **Dimension Architects, Inc.**

Notary Public, State of Texas

ATTACHMENT "A"

PROJECT SCOPE

TITLE: FACILITY CONDITION ASSESSMENT SERVICES

LOCATION: CITY EL PASO, TEXAS

GENERAL DESCRIPTION:

To perform facilities assessment survey to establish a comprehensive management database of all City properties. The database should include effective program to maintain, repair, and extend properties life cycle. The database must be provided in digital form. The database shall be licensed to the City of El Paso at the conclusion of the assessment along with training.

OBJECTIVE: To provide a plan to strategically and efficiently reduce the current backlog of deferred maintenance.

To enhance facility-planning capabilities by addressing the high priority needs and future needs.

To help develop present and future budgets

I. BASIC SERVICES

A. Data Collection

The consultant will measure and report conditions for the following property elements:

- Site: grounds, utilities and paving systems
- Exterior systems: roofs, walls, window systems, exterior doors and structural components
- Interior systems: walls, doors, floors and ceilings
- Fire/life safety issues
- Readily achievable ADA requirements
- Heating, ventilation and air conditioning
- Electrical and electrical distribution
- Plumbing
- Fire protection
- Special construction
- Elevators

Only qualified construction professionals can perform inspections. All properties included in this project are will provided by the City of El Paso".

B. Definition of Data and Data Collection Standards

The consultant will advice and assist City personnel in defining facility condition data standards and collection standards. The consultant will use these standards to assess and report conditions for the property elements listed in the previous section I.A., *Data Collection*.

C. Existing Data Integration

In addition to facility conditions identified during the assessment, City-supplied facility condition data must be incorporated into the assessment software, analytical studies and reports. All City-supplied facility condition data will be identified as such and includes:

- Hazardous materials audits
- Accessibility studies

D. Corrective Action Recommendations and Costing

Corrections must be recommended for each deficient condition identified and include cost estimates and details of the work required for repair. The data must be updateable. The estimates shall be based on nationally recognized construction estimating data such as R.S. Means.

E. Deficiency Characterization

Deficiencies in the database will be categorized by, at least, the following characteristics:

- Construction Specification Institute (CSI) code
- Deficiency priority (defined below)
- Deficiency category (defined below)
- Facility type
- Facility location
- Correction type
- Repair cost

The assessment software must help identify and manage future construction contracts or work orders in order to reduce deferred maintenance backlog

F. Deficiency Prioritization

Before data collection begins, the consultant and the City will establish prioritization standards. The assessment software must be customizable to support these standards. An example of priority standards:

Priority 1 – Currently Critical (Immediate)

- Correct a cited safety hazard
- Stop accelerated deterioration
- Return a facility to operation

Priority 2 – Potentially Critical (year 1)

- Intermittent operations
- Rapid deterioration
- Potential life safety hazards

Priority 3 – Necessary/Not Yet Critical (years 2-5)

- Predictable deterioration
- Potential downtime
- Associated damage or higher costs if deferred further

Priority 4 – Recommended (years 6-10)

- Sensible improvement to existing conditions that is not required for the basic function of the facility
- Overall usability improvement
- Long term maintenance cost reduction

Priority 5 – Does Not Meet Current Codes but “Grand fathered”

- No action is required at this time – however, substantial work performed in the future may require correction

G. Deficiency Categorization

Each correction project identified will be assigned to one of the following categories:

- Life-safety code compliance
- Building code compliance
- Appearance
- Energy
- Environmental

The assessment software must support this categorization.

H. Facility Renewal Forecasting

Because long-range funding for facilities is accomplished by identifying the rate of renewal required to maintain components of each facility as it depreciates and becomes unusable, the consultant must:

1. Analyze and model the rates of depreciation of each facility and report on the annual reinvestment rate to replace components as they become unusable, and
2. Determine approximate replacement cost of each building component where cumulating of components will equal the replacement value of the building.

I. Project Planning and Packaging

Identifying the current deficiencies and predicting future deficiencies will provide a basis for purchasing facility capital renewal. Strategic purchasing will reduce our overall facility operation costs. City will participate in determining appropriate work packaging strategies. We envision an iterative optimizing process, one that draws upon the consultant's expertise and uses the analytical capabilities of the deficiency database.

The assessment software must provide the ability to package multiple deficiencies into a single construction project based on priorities (see the section on prioritization), associated work items, trades involved, building name and building type. It must also allow for future changes and updates to already developed work packages. See also the section, *Software and Technology Requirements*.

J. Jurisdictional Review Meetings Scope

Conduct or attend meetings as directed by the City, which may include:

- Meeting with Department head and staff
- Meeting with City Administration office
- Meeting with Council

II. SOFTWARE AND TECHNOLOGY REQUIREMENTS

The consultant's software must support the data collected and services provided as described in the sections, *Basic Services Scope of Work* and *Optional Services Scope of Work*.

The consultant must:

- Provide an appropriate set of software, systems and procedures that enable the City to continue to update all data, manage deferred maintenance reduction and predict future capital renewal.
- Provide assessment software that can sort, prioritize and support strategic work planning and packaging.

A. Software Specifications

The software will be licensed to the City and meet the following criteria:

- Be a centrally shared database
- Have an easy-to-use interface

- Allow multiple user access through the Institution's current network
- Allow a minimum of 5 concurrent users
- Allow access via the Internet
- Provide security levels (read-only, read and edit, full system capability)
- Allow for updating by the licensor on a regular basis
- Include online help files and detailed print documentation

B. Training and Technical Support Requirements

The consultant must provide appropriate training and technical support. The consultant must provide a toll-free technical support phone line. A structured training program shall be established and conducted at the City's facilities for approximately 5 individuals (to include end-user documentation):

- 1 class for 5 users with Read/Write capability
- 1 class for 5 users with Read Only capability

III. ADDITIONAL SERVICES

A. Space Inventory

Space to be inventoried includes total facility portfolio, subtotal by building area, subtotal by room and subtotal by type of space. Type of space includes:

- Office/Administrative
- Facility support
- Cafeteria area
- Janitorial
- {Other}

B. Photographs

1. Provide digital photographs for each facility and include these in the CMMS computer system.
 - Exterior photographs will be used for building identification and documentation of structural problems, major site deficiencies or special conditions. Photographs of building entry elevations shall be presentation of quality.
 - Interior photographs will be used to document critical or unusual conditions.

C. CAD Conversion

- The consultant must scan and vectorize existing blue line drawings to include one architectural floor plan(s) of each building. Where drawings do not exist, the consultant must produce CAD drawings that show exterior walls, interior spaces, fixed equipment and doors.

IV. GENERAL REQUIREMENTS AND CRITERIA:

- Design must meet all applicable City Codes and Ordinances.
- Design must comply with Engineering Department Guidelines.
- Design must comply with all local, state and federal laws and regulations, including but not limited to the Americans with Disabilities Act.

V. OTHER CONSIDERATIONS:

- Work to be coordinated with the Engineering Department, as well as the Health Department.
- Design shall follow City of El Paso Information Services and Communication Department requirements for computer and telephone systems.
- Architect and Engineer will participate in Value Engineering and Peer Review.

VI. PROJECT SCHEDULE:

Project Duration: 180 Calendar Days.

ATTACHMENT "B"

PROJECT SCOPE OF WORK AND FEE PROPOSAL

TITLE: FACILITY CONDITION ASSESSMENT SERVICES

LOCATION: CITY EL PASO, TEXAS

GENERAL DESCRIPTION:

To perform facilities assessment survey to establish a comprehensive management database of all City properties. The assessment should be an effective program to maintain, repair, and extend property's life cycle. The database shall be licensed to the City of El Paso at the conclusion of the assessment along with training.

OBJECTIVE: To provide a plan to strategically and efficiently reduce the current backlog of deferred maintenance.

To enhance facility-planning capabilities by addressing the high priority needs and future needs.

To help develop present and future budgets

I. BASIC SERVICES

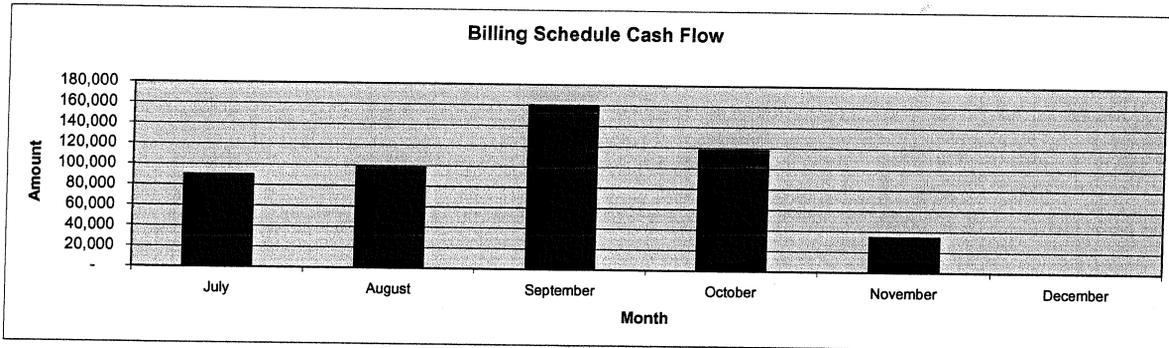
This proposal includes a comprehensive assessment and supporting assessment and capital planning database for all properties listed in the attached "Appendix A: Facilities Inventory". The fee for the Basic Services, described further in this section, is \$499,999.00. This fee is inclusive of all project and travel related expenses.

Basic Services		Total Square Feet	2,462,036
Activity		Revised Hours	Total Fee
Project Mobilization, Standards Development and Technology Deployment		379	\$ 46,921
Consistency Orientation and Existing Assessment Review		392	\$ 42,770
Incorporate Existing City Data		178	\$ 20,447
Facility Condition Assessment and Quality Review		2,096	\$ 217,247
Data Entry, Logistics, and Cost Estimating	Cost/ SqFt \$ 0.09	848	\$ 78,287
Life Cycle Assessment (New Buildings and Newly Renovated Buildings)	Cost/ SqFt \$ 0.03	200	\$ 18,748
Documentation, Final Presentation, and Reporting		352	\$ 43,573
Total Labor Cost		4,445	\$ 467,993
MA.P.P.S Software License, Customization, Training, and Support		Discount	35% \$ 32,006
Total Basic Services			\$ 499,999

The fee for these services shall be billed monthly according to milestone progress. Assuming the 180 day maximum delivery schedule and the Basic Services described later in this section, the anticipated billing schedule shall be as follows.

Fee Proposal Labor Billing Schedule for Basic Services

Firm	July 7 - 2006	August 8 - 2006	September 9 - 2006	October 10 - 2006	November 11 - 2006	December 12 - 2006	Total
Total Billing	89,640	98,240	159,871	117,946	34,302	-	499,799



A. Data Collection

The consultant shall measure and report conditions for the following property elements:

- Site: grounds, utilities and paving systems
- Exterior systems: roofs, walls, window systems, exterior doors and structural components
- Interior systems: walls, doors, floors and ceilings
- Fire/life safety issues
- Readily achievable ADA requirements
- Heating, ventilation and air conditioning
- Electrical and electrical distribution
- Plumbing
- Fire protection
- Special construction
- Elevators (Finish and readily achievable accessibility issues only.)

Only qualified construction professionals shall perform inspections.

B. Definition of Data and Data Collection Standards

The consultant shall advise and assist City personnel in defining facility condition data standards and collection forms. The collection standards shall include provisions for photo documentation of the facility and/or the deficiency on an as needed and appropriate basis. The consultant shall

use these standards and forms to assess and report conditions for the property elements listed in the previous section I.A., *Data Collection*.

C. Existing Data Integration

In addition to facility conditions identified during the assessment, City-supplied facility condition data shall be incorporated into the assessment software, analytical studies and reports. City-supplied facility condition data shall be limited to ADA and hazardous material data that can be readily identified in the existing El Paso archives located at the _____ Building. The proposal assumes a two week effort for two people to research, organize and prepare this data for incorporation into the assessment database:

- Hazardous materials audits
- Accessibility studies

D. Corrective Action Recommendations and Costing

Corrections shall be recommended for each deficient condition identified and include line item cost estimates for repair or replacement. The data must be updateable. The estimates shall be based on nationally recognized construction estimating data such as R.S. Means or similar data source.

E. Deficiency Characterization

Deficiencies in the database shall be categorized by, at least, the following characteristics:

- Construction Specification Institute (CSI) code
- Deficiency priority (defined below)
- Deficiency category (defined below)
- Facility type
- Facility location
- Correction type
- Repair cost

The assessment software shall help identify and manage groupings of deficiencies for future construction repair, renovation, and replacement projects. Items that are maintenance or work order related shall be exported to the city's work order and maintenance management system in order to reduce deferred maintenance backlog. The exporting of work order items is dependent on the city's work order system and any constraints from that vendor that shall prohibit the transfer of these deficiencies into that system. Extensive integration is not part of this proposal.

F. Deficiency Prioritization

Before data collection begins, the consultant and the City shall establish prioritization standards. The assessment software shall be customizable to support these standards.

G. Deficiency Categorization

Each deficiency and correction identified shall be assigned to a category, which shall be defined as part of the deficiency prioritization definition in *F. Deficiency Prioritization*. Categories may include:

- Life-safety code compliance
- Building code compliance
- Appearance
- Energy
- Environmental

The assessment software shall support the identified categorization.

H. Facility Renewal Forecasting

Because long-range funding for facilities is accomplished by identifying the rate of renewal required to maintain components of each facility as it reaches the end of its service life and becomes unusable, the consultant shall:

1. Analyze and model the useful life of major building systems, subsystems, and types within each facility and report on the annual reinvestment rate to replace components as they become unusable, and
2. Determine approximate replacement cost of each building component where cumulating of components shall equal the replacement value of the building.

I. Project Planning and Packaging

Identifying the current deficiencies and predicting future deficiencies shall provide a basis for purchasing facility capital renewal. Strategic purchasing shall reduce overall facility operation costs. The City shall participate in determining appropriate work packaging strategies. The consultant shall participate in an iterative optimizing process, one that draws upon the consultant's expertise and uses the analytical capabilities of the deficiency database.

The assessment software shall provide the ability to package multiple deficiencies into a single construction project based on priorities (see the section on prioritization), associated work items, building name and building type. It must also allow for future changes and updates to already developed work packages. See also the section, *Software and Technology Requirements*.

J. Jurisdictional Review Meetings Scope

The consultant shall conduct or attend meetings as directed by the City, which are part of the normal assessment process. Meetings may include data collection, prioritization definition, and progress updates as the assessment is completed. These meetings may also include a final

presentation of assessment results to the city at the conclusion of the assessment. City participants may include:

- Meeting with Department head and staff
- Meeting with City Administration office
- Meeting with City Council

II. SOFTWARE AND TECHNOLOGY REQUIREMENTS

The consultant's software shall support the data collected and services provided as described in the sections, *Basic Services Scope of Work*, *Additional Services Scope of Work*, and *Optional Services Scope of Work*.

The consultant shall:

- Provide an appropriate set of software, systems and procedures that enable the City to continue to update all data, manage deferred maintenance reduction and predict future capital renewal.
- Provide assessment software that can sort, prioritize and support strategic work planning and packaging.

The City anticipates the use of the consultant's assessment and capital planning software in conjunction with the City's existing or future computerized maintenance management system (CMMS). Extensive integration of the City's existing or future CMMS system is not included in this proposal and shall require additional definition in order to determine technical feasibility based on the City's licensing agreement with that vendor.

A. Software Specifications

The software shall be licensed to the City and meet the following criteria:

- Be a centrally shared database
- Have an easy-to-use interface
- Allow multiple user access through the Institution's current network
- Allow a minimum of 5 concurrent users
- Allow access via the Internet (The consultant's application is a client server application that is accessible via terminal services or virtual private networks and is not browser based. However, the application shall be accessible to City users via the City's current intranet network.)
- Provide security levels (read-only, read and edit, full system capability)
- Allow for updating by the licensor on a regular basis
- Include online help files

B. Training and Technical Support Requirements

The consultant shall provide appropriate training and technical support. A 2 to 3-day structured training program shall be established and conducted at the City's facilities for approximately 5, but not more than 10 individuals (to include end-user training documentation) :

- 1 class for 5 users with Read/Write capability
- 1 class for 5 users with Read Only capability

III. OTHER CONSIDERATIONS:

- Work to be coordinated with the Engineering Department.

IV. PROJECT SCHEDULE:

Project Duration: 180 Calendar Days.

PROPOSAL

APPENDIX A: Facilities Inventory

City Of El Paso Facility Assessment Scope of Work

Facility	Type	Address	Area	Assessment Scope		
				Comprehensive	Roofing	Life Cycle
ARFF Station	AIRPORT	101 George Perry Blvd.	12,348	No	No	No
Cielo Vista Golf Clubhouse	AIRPORT	1510 Hawkins Blvd.	3,744	No	No	No
Sweeper Dump	AIRPORT	2070 Hawkins Blvd.	3,400	No	No	No
Air Cargo No. 3	AIRPORT	301 George Perry Blvd.	143,520	No	No	No
Covered Equipment Parking Shed	AIRPORT	6400 Convair Rd.	20,640	No	No	No
Air Cargo No. 2	AIRPORT	6401 Convair Rd.	68,860	No	No	No
Air Cargo No. 1	AIRPORT	6501 Convair Rd.	45,340	No	No	No
Dollar Rent A Car	AIRPORT	6511 Allegheny Dr.	2,920	No	No	No
Hangar #7	AIRPORT	6600 Airport Rd.	55,080	No	No	No
Aircraft Wash Rack	AIRPORT	6701 Convair Rd.	8,640	No	No	No
Airport Terminal Building	AIRPORT	6701 Convair Rd.	220,849	No	No	No
Electrical Vault	AIRPORT	6701 Convair Rd.	2,320	No	No	No
T Hangar # AA	AIRPORT	6701 Convair Rd.	11,448	No	No	No
T Hangar # B	AIRPORT	6701 Convair Rd.	11,736	No	No	No
T Hangar # BB	AIRPORT	6701 Convair Rd.	11,448	No	No	No
T Hangar # C	AIRPORT	6701 Convair Rd.	11,736	No	No	No
T Hangar # CC	AIRPORT	6701 Convair Rd.	11,448	No	No	No
T Hangar # D	AIRPORT	6701 Convair Rd.	11,736	No	No	No
T Hangar # E	AIRPORT	6701 Convair Rd.	11,736	No	No	No
T Hangar # F	AIRPORT	6701 Convair Rd.	11,736	No	No	No
T Hangar # G	AIRPORT	6701 Convair Rd.	11,736	No	No	No
T Hangar # H	AIRPORT	6701 Convair Rd.	11,736	No	No	No
T Hangar # I	AIRPORT	6701 Convair Rd.	11,736	No	No	No
T Hangar # J	AIRPORT	6701 Convair Rd.	11,448	No	No	No
T Hangar # K	AIRPORT	6701 Convair Rd.	11,448	No	No	No
T Hangar # L	AIRPORT	6701 Convair Rd.	11,736	No	No	No
T Hangar # M	AIRPORT	6701 Convair Rd.	11,448	No	No	No
T Hangar # N	AIRPORT	6701 Convair Rd.	11,448	No	No	No
T Hangar # O	AIRPORT	6701 Convair Rd.	11,448	No	No	No
T Hangar # P	AIRPORT	6701 Convair Rd.	11,736	No	No	No
T Hangar # Q	AIRPORT	6701 Convair Rd.	11,736	No	No	No
T Hangar # S	AIRPORT	6701 Convair Rd.	11,736	No	No	No
T Hangar # T	AIRPORT	6701 Convair Rd.	11,736	No	No	No
T Hangar # U	AIRPORT	6701 Convair Rd.	11,736	No	No	No
T Hangar # UU	AIRPORT	6701 Convair Rd.	11,736	No	No	No
T Hangar # V	AIRPORT	6701 Convair Rd.	11,736	No	No	No
T Hangar # W	AIRPORT	6701 Convair Rd.	11,448	No	No	No
T Hangar #A	AIRPORT	6701 Convair Rd.	11,736	No	No	No

City Of El Paso Facility Assessment Scope of Work

Facility	Type	Address	Area	Assessment Scope		
				Comprehensive	Roofing	Life Cycle
Southwest GSE Facility	AIRPORT	6725 Convair Rd.	2,480	No	No	No
Superior Aviation	AIRPORT	6775 Convair Rd.	20,043	No	No	No
U.S. Customs Hangar	AIRPORT	6812 Northrop Rd.	31,522	No	No	No
Cutter Aviation of El Paso	AIRPORT	6825 Convair Rd.	42,278	No	No	No
Transient Terminal / Maintenance	AIRPORT	8025 Boeing Dr.	7,462	No	No	No
Mechanics Shop	AIRPORT	8035 Boeing Dr.	8,400	No	No	No
Warehouse No. 1	AIRPORT	8043 Boeing Dr.	8,000	No	No	No
Warehouse No. 2	AIRPORT	8043-1/2 Boeing Dr.	14,550	No	No	No
828 FAA Field Maintenance Area	AIRPORT	8045 Boeing Dr.	2,700	No	No	No
827A NASA Hangar - 4 STA Hangar	AIRPORT	8101 Boeing Dr.	20,300	No	No	No
830 NASA T38 Hangar	AIRPORT	8201 Boeing Dr.	24,635	No	No	No
Viva El Paso	B/S/PAV	1400 McKelligon Canyon	23,696	Yes	Yes	Included
McKelligon Canyon Pavillion	B/S/PAV	1402 McKelligon Canyon	4,000	Yes	Yes	Included
Vetern's Park	B/S/PAV	5301 Salem	2,000	Yes	Yes	Included
Shawver Park	B/S/PAV	8100 Independence	2,000	Yes	Yes	Included
Zaragoza/Ysleta Bridge (toll bridge)	Bridge	791 S. Zaragoza	3,424	Yes	Yes	Included
Stanton Bridge (toll bridge)	Bridge	1009 Stanton	386	Yes	Yes	Included
Santa Fe Bridge (toll bridge)	Bridge	1000 S. Santa Fe	710	Yes	Yes	Included
Garden Club	C. HOUSE	3105 Grant Ave.	2,840	No	No	No
Eastwood Optimist Club House	C. HOUSE		300	Yes	Yes	Included
McKelligon Canyon (Caretakers House)	C. HOUSE		1,000	Yes	Yes	Included
Painted Dunes Pro Shop / Club House	C. HOUSE		10,000	Yes	Yes	Included
El Paso Chamber of Commerce	Civic	10 Civic Center Plaza	50,000	No	No	No
El Paso - Juarez Trolley	Civic	1 Civic Center Plaza	800	No	No	No
El Paso Convention and Visitors Bureau	Civic	1 Civic Center Plaza	13,500	No	No	No
Abraham Chavez Theatre	Civic	1 Civic Center Plaza	83,000	No	No	No
Judson F. Williams Convention Center	Civic	1 Civic Center Plaza	155,100	No	No	No
Parking Garage	Civic	1 Civic Center Plaza	372,736	No	No	No
West Parking Lot	Civic	1 Civic Center Plaza	25,984	No	No	No
Plaza Theatre and Annex	Civic	125 Pioneer Plaza	106,960	No	No	No
East Tower	COMM	13889 Santa Fe	650	Yes	Yes	Included
Clint Tower	COMM	2100 Darrington	650	Yes	Yes	Included
Three Hills Tower	COMM	7667 Paiute	650	Yes	Yes	Included
Blackie Chescher Park	CONC.	1100 N. Zaragoza	276	Yes	Yes	Included
Marty Robbins	CONC.	11600 Vista Del Sol	400	Yes	Yes	Included
Hugo Meyer Ballfield	CONC.	300 Evergreen	5,000	Yes	Yes	Included
Memorial Park Reserve Area	CONC.	3100 Copper	192	Yes	Yes	Included
Album Park	CONC.	3110 Parkwood	544	Yes	Yes	Included
Alta Vista Ballfield	CONC.	3501 Morenci	2,368	Yes	Yes	Included
Modesto Gomez Park	CONC.	4600 Edna	544	Yes	Yes	Included
Capistrano Park	CONC.	8700 Padilla	672	Yes	Yes	Included
Corral #5 - Northwest	CORRAL	4096 Doniphan Dr.	39,920	Yes	Yes	Included
Corral #2 - Delta Bldg. 2	CORRAL	4320 Delta Dr.	10,000	Yes	Yes	Included
Corral #3 - Police Garage	CORRAL	910 Raynor St.	20,599	Yes	Yes	Included

City Of El Paso Facility Assessment Scope of Work

Facility	Type	Address	Area	Assessment Scope		
				Comprehensive	Roofing	Life Cycle
Fire Station #21	FS	1000 Dyer St.	5,800	Yes	Yes	Included
Fire Station #28	FS	10800 McCombs Dr.	7,000	Yes	Yes	Included
Fire Station #25	FS	10834 Ivanhoe Dr.	4,608	Yes	Yes	Included
Fire Station #2	FS	111 E. Borderland Rd.	6,166	Yes	Yes	Included
Fire Station #15	FS	115 Shorty Ln.	3,975	Yes	Yes	Included
Fire Station #29	FS	11977 Pellicano Dr.	7,000	Yes	Yes	Included
Fire Station #4	FS	1218 Randolph Dr.	2,000	Yes	Yes	Included
Fire Shop	FS	131 N. Cotton St.	20,000	Yes	Yes	Included
Fire Station #24	FS	1489 Lomaland Dr.	7,016	Yes	Yes	Included
Fire Station #10	FS	1801 Montana Ave.	3,900	Yes	Yes	Included
Fire Station #6	FS	1850 Firehouse Dr.	6,166	Yes	Yes	Included
Fire Station #1 - Central Station	FS	210 S. Florence St.	40,000	Yes	Yes	Included
EMS Building (Fire)	FS	2201 N. Piedras St.	10,000	Yes	Yes	Included
Fire Station #19	FS	2405 McRae Blvd.	4,608	Yes	Yes	Included
Fire Station #8	FS	301 E. Robinson Ave.	2,250	Yes	Yes	Included
Fire Station #11 (New)	FS	314 S. Leon St.	13,651	Yes	Yes	Included
Fire Station #7	FS	3200 Pershing Dr.	5,800	Yes	Yes	Included
Fire Station #11 (Old)	FS	331 S. Santa Fe St.	4,200	Yes	Yes	Included
Fire Station #12	FS	3801 Fort Blvd.	2,040	Yes	Yes	Included
Fire Station #16	FS	3828 Hercules Ave.	5,087	Yes	Yes	Included
Fire Station #5	FS	4240 Alameda Ave.	5,500	Yes	Yes	Included
Fire Station #30	FS	4451 Loma Clara Ct.	7,425	Yes	Yes	Included
Fire Station #9	FS	47 Dallas St.	3,900	Yes	Yes	Included
Fire Station #23	FS	5315 Threadgill Ave.	5,068	Yes	Yes	Included
Fire Station #13	FS	5415 Trowbridge Dr.	3,690	Yes	Yes	Included
Fire Station #14	FS	6300 Delta Dr.	2,805	Yes	Yes	Included
Fire Station #22	FS	6500 N. Mesa St.	8,900	Yes	Yes	Included
Fire Station #27	FS	6767 Ojo De Agua Dr.	7,774	Yes	Yes	Included
Fire Training Academy	FS	6800 Delta Dr.	9,618	Yes	Yes	Included
Fire Station #3	FS	721 E. Rio Grande Ave.	7,050	Yes	Yes	Included
Fire Station #18	FS	7901 San Jose Rd.	4,892	Yes	Yes	Included
Fire Station #20	FS	8301 Edgemere Blvd.	4,698	Yes	Yes	Included
Fire Administration Bldg.	FS	8600 Montana Ave.	74,000	Yes	Yes	Included
Fire Station #17	FS	8803 Alameda Ave.	4,882	Yes	Yes	Included
Fire Station #26	FS	9410 North Loop Dr.	5,112	Yes	Yes	Included
Fire Station #33	FS		7,774	No	No	Yes
Fire Station #34	FS		7,774	No	No	Yes
Fire Station #35	FS		7,774	No	No	Yes
Moon City Health Clinic	HEALTH	10039 North Loop	2,317	Yes	Yes	Included
Ysleta Health Clinic	HEALTH	110 Candelaria	7,666	Yes	Yes	Included
Buena Vista Health Clinic	HEALTH	120 Courchesne Dr.	2,820	Yes	Yes	Included
Tillman Health Center	HEALTH	222 S. Campbell	42,581	Yes	Yes	Included
Canutillo Health Clinic	HEALTH	300 Farm Rd.	2,317	Yes	Yes	Included
Rawlings Health Clinic (Future Dental)	HEALTH	3301 Pera Ave.	4,000	Yes	Yes	Included

City Of El Paso Facility Assessment Scope of Work

Facility	Type	Address	Area	Assessment Scope		
				Comprehensive	Roofing	Life Cycle
New Animal Control	HEALTH	5001 Fred Wilson	44,914	No	No	Yes
Health District Administration Offices	HEALTH	5115 El Paso Dr.	63,700	No	No	Yes
Health District Administration Maintenance	HEALTH	5169 El Paso Dr.	590	No	No	Yes
Westside Health Clinic	HEALTH	5195 Mace	3,780	Yes	Yes	Included
Northeast Health Clinic	HEALTH	5587 Transmountain Rd.	4,680	Yes	Yes	Included
San Juan Health Clinic	HEALTH	6292 Trowbrige Ave.	2,445	Yes	Yes	Included
Henderson Health Clinic	HEALTH	721 S. Mesa St.	5,286	Yes	Yes	Included
Tigua Health Clinic	HEALTH	7862 San Jose Rd.	2,445	Yes	Yes	Included
Environmental On-Site Building	HEALTH	9060 Socorro Rd.	3,667	Yes	Yes	Included
LB - Westside	LB	125 Belvidere St.	6,888	Yes	Yes	Included
LB - Irvin Schwartz	LB	1865 Dean Martin Dr.	9,974	Yes	Yes	Included
LB - Memorial	LB	3200 Copper Ave.	7,078	Yes	Yes	Included
LB - Main	LB	501 N. Oregon St.	101,424	Yes	Yes	Included
LB - Doris Van Doren	LB	551 Redd Rd.	24,800	No	No	Yes
LB - Clardy Fox	LB	5515 Robert Alva Ave.	16,936	Yes	Yes	Included
LB - Armijo	LB	620 E. 7th Ave.	7,752	Yes	Yes	Included
LB - Richard Burges	LB	9300 Diana Dr.	7,078	Yes	Yes	Included
LB - Ysleta Pavo Real	LB	9321 Alameda Ave.	9,550	Yes	Yes	Included
Mission Valley New Library	LB	San Paulo	23,500	No	No	Yes
MSC - Bldg. 11 Fleet Svcs. Tire Shop & Q/C	MSC	1059 Lafayette Dr.	10,200	Yes	Yes	Included
MSC - Bldg. 12 Vector Control	MSC	1059 Lafayette Dr.	1,344	Yes	Yes	Included
MSC - Bldg. 13 Parks Carpenter Shop	MSC	1059 Lafayette Dr.	672	Yes	Yes	Included
MSC - Bldg. 14 Parks Carpenter Shop	MSC	1059 Lafayette Dr.	1,000	Yes	Yes	Included
MSC - Bldg. 15 SWM Wash Bay	MSC	1059 Lafayette Dr.	1,692	Yes	Yes	Included
MSC - Bldg. 17 Street Welding Shop	MSC	1059 Lafayette Dr.	625	Yes	Yes	Included
MSC - Bldg. 2 Purchasing Property Control	MSC	1059 Lafayette Dr.	18,560	Yes	Yes	Included
MSC - Bldg. 3 Fleet Services/ Street QC	MSC	1059 Lafayette Dr.	13,000	Yes	Yes	Included
MSC - Bldg. 4 Fleet Services Maint. Shop	MSC	1059 Lafayette Dr.	16,428	Yes	Yes	Included
MSC - Bldg. 5 Fleet Svcs. Welding & Storage	MSC	1059 Lafayette Dr.	1,500	Yes	Yes	Included
MSC - Bldg. 6 Fleet Svcs. Wash & Lube	MSC	1059 Lafayette Dr.	3,220	Yes	Yes	Included
MSC - Bldg. 7 Fleet Svcs. Service Station	MSC	1059 Lafayette Dr.	324	Yes	Yes	Included
MSC - Bldg. 1 Street/SWM	MSC	7969 San Paulo Dr.	19,200	Yes	Yes	Included
MSC - Bldg. 10 Parks Shower & Locker	MSC	7969 San Paulo Dr.	3,579	Yes	Yes	Included
MSC - Bldg. 16 Street Sand Bag Bldg.	MSC	7969 San Paulo Dr.	2,450	Yes	Yes	Included
MSC - Bldg. 18 Street Storage	MSC	7969 San Paulo Dr.	324	Yes	Yes	Included
MSC - Bldg. 20 Wellness Center	MSC	7969 San Paulo Dr.	8,311	Yes	Yes	Included
MSC - Bldg. 8 Street Sign & Light Shop	MSC	7969 San Paulo Dr.	16,200	Yes	Yes	Included
MSC - Bldg. 9 Parks & Maintenance Bldg.	MSC	7969 San Paulo Dr.	6,720	Yes	Yes	Included
CBD Traffic Signal Shop	MSC	915 E. Yandell Dr.	900	Yes	Yes	Included
Museum - History	MUSEUM	12901 Gateway West	13,376	Yes	Yes	Included
Museum - Wilderness Park	MUSEUM	4301 Transmountain Rd.	11,988	Yes	Yes	Included
Int'l Assoc. of Visual Arts Museum	Museum	1211 Montana	12,000	Yes	Yes	Included
History Museum - New	Museum	510 Santa Fe	21,344	No	No	Yes
Museum of Art	Museum	111 San Francisco	100,000	Yes	Yes	Included

City Of El Paso Facility Assessment Scope of Work

Facility	Type	Address	Area	Assessment Scope		
				Comprehensive	Roofing	Life Cycle
City Hall	OFFICE	2 Civic Center Plaza	240,909	Yes	Yes	Included
Archives Building	OFFICE	617 Texas Ave.	37,000	Yes	Yes	Included
Viscount Building	OFFICE	8929 Viscount Blvd.	23,520	Yes	Yes	Included
Westside Corral	P MAIN.	121 Atlantic	3,000	Yes	Yes	Included
Central Corral (Maintenance)	P MAIN.	4640 Delta Dr.	8,665	Yes	Yes	Included
Lower Valley	P MAIN.	749 Lomita	6,900	Yes	Yes	Included
Maintenance Building (Old Lower Valley Library)	P MAIN.	7915 San Jose Rd.	4,968	Yes	Yes	Included
Portion of the MSC Bldg. #1	P MAIN.	7969 San Paulo Dr.	1,000	Yes	Yes	Included
Eastside Maintenance	P MAIN.	8929 Viscount Blvd.	1,850	Yes	Yes	Included
Zaragoza Park	P.BOX	1100 N. Zaragoza	48	Yes	Yes	Included
Val Verde Ballfield	P.BOX	4400 Comanche	48	Yes	Yes	Included
Police Property Office	PD	1059 Lafayette Dr.	26,719	Yes	Yes	Included
Police Pebble Hills Substation	PD	10780 Pebble Hills Blvd.	3,721	Yes	Yes	Included
Police K-9	PD	1130 Valley Crest	25,121	Yes	Yes	Included
Police Central Patrol	PD	200 S. Campbell St.	28,603	Yes	Yes	Included
Police Academy	PD	2300 Scenic Dr.	4,221	Yes	Yes	Included
Police Northeast Substation	PD	4501 Hondo Pass Ave.	28,160	Yes	Yes	Included
Police Westside Regional	PD	4801 Osborne Dr.	31,411	Yes	Yes	Included
Police Mission Valley Regional	PD	9011 Escobar	67,783	Yes	Yes	Included
Police Headquarters	PD	911 Raynor	525	Yes	Yes	Included
Police Northeast Municipal Annex	PD	9600 Dyer St.	5,515	Yes	Yes	Included
Pavo Real	POOL	110 Presa Pl.	3,552	Yes	Yes	Included
Marty Robbins	POOL	11600 Vista Del Sol	2,605	Yes	Yes	Included
Hawkins	POOL	1500 Hawkins	12,756	Yes	Yes	Included
Grandview	POOL	3100 Jefferson	3,300	Yes	Yes	Included
Memorial	POOL	3200 Federal	13,000	No	No	Yes
Hilos de Plata	POOL	4451 Delta Dr.	9,000	No	No	Yes
Vetern's Park	POOL	5301 Salem	11,799	Yes	Yes	Included
Leo Cancellare	POOL	650 Wallenberg	10,450	Yes	Yes	Included
Armijo	POOL	710 E. Seventh St.	33,834	Yes	Yes	Included
Hacienda	POOL	7725 Phoenix	2,496	Yes	Yes	Included
Shawver Park	POOL	8100 Independence	13,163	Yes	Yes	Included
Chelsea	POOL	819 Chelsea	2,031	Yes	Yes	Included
Nations Tobin	POOL	8831 Railroad	2,496	Yes	Yes	Included
MultiPurpose	POOL	9031 Viscount	4,009	Yes	Yes	Included
Airways	Pump	1733 Airway Blvd	442	Yes	Yes	Included
Basin A	Pump	399 Springfield	2,139	Yes	Yes	Included
Basin B	Pump	898 Zaragoza	435	Yes	Yes	Included
Carolina	Pump	109 N. Carolina	56	Yes	Yes	Included
Carson/Elliot	Pump	Carson/Elliot dead-end	20	Yes	Yes	Included
Cebeda	Pump	3100 Delta	7,174	Yes	Yes	Included
Chihuahuita	Pump	400 Calleros	1,012	Yes	Yes	Included
Clardy Fox	Pump	5110 Border Hwy	6,546	Yes	Yes	Included
Nights	Pump	7901 Nights	49	Yes	Yes	Included

City Of El Paso Facility Assessment Scope of Work

Facility	Type	Address	Area	Assessment Scope		
				Comprehensive	Roofing	Life Cycle
LeBaron	Pump	834 Bordeaux	280	Yes	Yes	Included
Mont View	Pump	5230 Mont View	86	Yes	Yes	Included
Paisano Fox	Pump	4639 Paisano	75	Yes	Yes	Included
Phase I	Pump	3495 Doniphan	1,022	Yes	Yes	Included
Phase II	Pump	4100 Doniphan	1,022	Yes	Yes	Included
Ramona	Pump	200 Wooldridge	173	Yes	Yes	Included
Wyoming	Pump	2000 Wyoming	81	Yes	Yes	Included
Pavo Real	REC	100 Presa Pl.	29,000	Yes	Yes	Included
Marty Robbins	REC	11600 Vista Del Sol	20,000	No	No	Yes
Eastwood	REC	3001 Parkwood	25,910	No	No	Yes
Leona Ford Washington (Missouri)	REC	3400 Missouri	8,000	Yes	Yes	Included
Chihuahuita	REC	417 Charles	2,288	Yes	Yes	Included
Nolan Richardson	REC	4635 Maxwell	15,000	Yes	Yes	Included
Northeast	REC	5301 Salem	28,000	Yes	Yes	Included
San Juan	REC	5628 Webster	18,200	Yes	Yes	Included
Carolina Center	REC	563 N. Carolina Dr.	30,200	Yes	Yes	Included
Galatzan, Morris A. (Westside)	REC	650 Wallenberg	28,000	Yes	Yes	Included
Sambrano/Seville	REC	6700 Sambrano	7,480	Yes	Yes	Included
Marcos B. Armijo Center	REC	710 E. Seventh	43,632	Yes	Yes	Included
Rae Gilmore	REC	8501 Diana Dr.	5,158	Yes	Yes	Included
Nations Tobin	REC	8831 Railroad	13,910	Yes	Yes	Included
Nations Tobin Skate Facility	REC	8831 Railroad	31,900	No	No	Yes
Westside Regional - Future	REC	High Ridge	19,000	No	No	Yes
Blackie Chescher Park	RR	1100 N. Zaragoza	600	No	No	Yes
Marty Robbins Park	RR	11600 Vista Del Sol	600	Yes	Yes	Included
Memorial Park Reserve Area	RR	3100 Copper	400	Yes	Yes	Included
Delta Park	RR	4321 Delta	400	Yes	Yes	Included
Logan Heights Park Reserve	RR	5500 Byron St.	300	Yes	Yes	Included
Hacienda Park	RR	7735 Phoenix	450	Yes	Yes	Included
Civic Leaders	RR	9730 Diana Dr.	504	Yes	Yes	Included
Memorial Park	RR	Grant St.	500	Yes	Yes	Included
McKelligon Canyon Park	RR		600	Yes	Yes	Included
Eastside Transit Terminal	S METRO	1165 Sunmount Dr.	90,903	No	No	No
Five Points Transit Terminal	S METRO	2380 Montana	62,803	No	No	No
San Jacinto Plaza Terminal	S METRO	333 N. Oregon St.	1,930	No	No	No
Union Plaza Transit Terminal	S METRO	400 W. San Antonio	58,240	No	No	No
Lift Paratransit Facility	S METRO	5081 Fred Wilson Ave.	248,850	No	No	No
Union Depot - Administration	S METRO	700A San Francisco	175,280	No	No	No
Maintenance Shop	S METRO	700B San Francisco	136,912	No	No	No
Mission Valley Transit Terminal	S METRO	9051 Alameda	3,528	No	No	No
Northeast Transit Terminal	S METRO	9350 Dyer	3,490	No	No	No
Hacienda	SHELTER	1225 Giles	2,660	Yes	Yes	Included
Memorial Park Reserve Area	SHELTER	3100 Copper	200	Yes	Yes	Included
Grandview	SHELTER	3200 Jefferson	1,900	Yes	Yes	Included

City Of El Paso Facility Assessment Scope of Work

Facility	Type	Address	Area	Assessment Scope		
				Comprehensive	Roofing	Life Cycle
Sunrise	SHELTER	3800 Sunrise	2,688	Yes	Yes	Included
Marwood Park	SHELTER	4325 Riverbend	2,660	Yes	Yes	Included
Arlington	SHELTER	4715 Junction	3,222	Yes	Yes	Included
Logan Heights Park Reserve	SHELTER	5500 Byron St.	300	Yes	Yes	Included
Paul Harvey Shelter	SHELTER	6220 Belton	1,900	Yes	Yes	Included
Thomas Manor	SHELTER	7901 Knights	1,900	Yes	Yes	Included
Old Sacramento Senior Center	SP REC	3228 Sacramento	7,000	Yes	Yes	Included
Lincoln Arts Center	SP REC	4001 Durazno	21,342	Yes	Yes	Included
Acosta Sports Center	SP REC	4321 Delta	21,361	Yes	Yes	Included
MultiPurpose	SP REC	9031 Viscount	27,000	Yes	Yes	Included
Memorial Park	SR CTR	1800 Byron	12,000	Yes	Yes	Included
Sacramento	SR CTR	3134 Jefferson	9,818	Yes	Yes	Included
Eastside	SR CTR	3200 Fierro	8,500	Yes	Yes	Included
Wellington Chew	SR CTR	4430 Maxwell	12,322	Yes	Yes	Included
Hilos de Plata	SR CTR	4451 Delta Dr.	25,000	No	No	Yes
South El Paso	SR CTR	600 S. Ochoa	14,112	Yes	Yes	Included
Polly Harris	SR CTR	650 Wallenberg	8,000	Yes	Yes	Included
San Juan	SR CTR	700 N. Glenwood	8,648	Yes	Yes	Included
Pavo Real (Father Martinez)	SR CTR	9311 Alameda	8,000	Yes	Yes	Included
Senior Citizen Center - Friendly	SR NUT	2215 Murchinson Dr.	3,021	Yes	Yes	Included
Carolina Senior Citizen Nutrition Center	SR NUT	563 N. Carolina Dr.	6,592	Yes	Yes	Included
Senior Citizen Center - Happiness	SR NUT	563 N. Carolina Dr.	5,440	Yes	Yes	Included
Cohen Stadium	STADIUM	9700 Gateway North	20,000	Yes	Yes	Included
Roger Brown Ballfield	STORAGE	1200 Alabama St.	100	Yes	Yes	Included
Shawver Park	STORAGE	8100 Independence	189	Yes	Yes	Included
Boys Club	STORAGE	9008 Socorro Rd.	5,000	Yes	Yes	Included
Administration	ZOO	4001 E. Paisano	5,200	Yes	Yes	Included
American Lands Exhibit	ZOO	4001 E. Paisano	8,000	Yes	Yes	Included
America's Aviary Exhibit	ZOO	4001 E. Paisano	8,500	Yes	Yes	Included
Americas Public Restroom	ZOO	4001 E. Paisano	730	Yes	Yes	Included
Animal Holding Building	ZOO	4001 E. Paisano	1,200	No	No	Yes
Animal Medical Center	ZOO	4001 E. Paisano	8,000	Yes	Yes	Included
Asia Forest Complex Exhibit	ZOO	4001 E. Paisano	10,820	Yes	Yes	Included
Biome Exhibit Building	ZOO	4001 E. Paisano	2,021	Yes	Yes	Included
Commissary Service Building	ZOO	4001 E. Paisano	4,200	Yes	Yes	Included
Conservation Hall	ZOO	4001 E. Paisano	1,479	Yes	Yes	Included
Dudley Field East Grandstand	ZOO	4001 E. Paisano	8,784	Yes	Yes	Included
Dudley Field Main Grandstand	ZOO	4001 E. Paisano	10,000	Yes	Yes	Included
Dudley Field West Grandstand	ZOO	4001 E. Paisano	11,037	Yes	Yes	Included
Dudley House	ZOO	4001 E. Paisano	770	Yes	Yes	Included
Education Trailer	ZOO	4001 E. Paisano	900	Yes	Yes	Included
Elephant Exhibit	ZOO	4001 E. Paisano	3,360	Yes	Yes	Included
Elephant Trunk Gift Shop	ZOO	4001 E. Paisano	1,800	Yes	Yes	Included
Facilities Building	ZOO	4001 E. Paisano	14,400	Yes	Yes	Included

Note: Areas highlighted in grey indicate estimated areas. Facilities with a "Yes" are included in the assessment scope of work. Facilities with a "No" Are excluded from the assessment scope of work. Facilities with "Optional" will be included only if Additional Services are authorized.

PROPOSAL

**ATTACHMENT “C”
AGREEMENT FOR CONSULTING SERVICES**

For the Project known as **Facility Condition Assessment Services**, hereinafter referred to as the Project, the Consultant will provide the Basic and Additional Services as described in **Attachment “A”** and as noted herein.

BASIC SERVICES OF THE CONSULTANT

GENERAL

1. The Consultant agrees to perform professional services in connection with the Project as hereinafter stated.
2. The Consultant shall comply with the City of El Paso Engineering Department Construction Document Guidelines, which are in effect at the time of this Agreement and are available in the City Engineering Department, in the performance of the services requested under the design phases of this Agreement.
3. The Consultant shall serve as the Owner’s professional representative and shall give consultation and advice to the Owner during the performance of services.
4. The Owner is relying upon the skill, reasonable care and knowledge of the Consultant to furnish the Owner with a project within the allocated budget. The Owner’s review of any documents prepared by the Consultant is only general in nature and its obligation to approve and accept the work in no way relieves the Consultant of responsibility for any specific deficiencies in the project.

ADDITIONAL SERVICES OF THE CONSULTANT

GENERAL

If authorized in writing by the Owner, through written amendment, the Consultant shall perform or obtain Additional Services as required, which are not covered within the Agreement. No claim for Additional Services or cost shall be allowed unless the same was done pursuant to a written authorization dated prior to the Additional Services or cost and which was authorized pursuant to the policies and procedures of the Owner (i.e., passage by City Council). The Owner shall pay for such Additional Services as indicated in the Agreement.

ATTACHMENT "D"
PAYMENT AND DELIVERABLE SCHEDULES

For the Project known as "**FACILITY CONDITION ASSESSMENT SERVICES**", hereinafter referred to as the Project, the Owner will compensate the Consultant an amount not to exceed **FOUR HUNDRED NINETY-NINE THOUSAND NINE HUNDRED NINETY-NINE AND 00/100 DOLLARS (\$499,999)** for all Basic Services and reimbursables noted within the Agreement and its attachments.

PAYMENT SCHEDULE

The Owner shall pay the Consultant for requested services in accordance with the accepted fee, which is attached hereto as Attachment "B".

Payments may be made monthly and shall be made upon presentation of the Consultant's detailed statement to the Owner, and its written approval by the Owner. The Consultant's statement shall set forth the level of each staff member performing work, the number of hours performed, a description of the work performed, together with copies of receipts or other evidence satisfactory to the Owner's representative. The Consultant's failure to furnish such supporting data shall constitute Consultant's waiver and release of any claim against the Owner with respect to such disputed billing item.

Client#: 17255

DIMENARC

ACORD™ CERTIFICATE OF LIABILITY INSURANCE		DATE (MM/DD/YYYY) 07/07/06
PRODUCER USI Southwest 7600-B N. Capital of Texas Hwy., #200 Austin, TX 78731-1184 Attn: Katherine Walton	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.	
INSURED	INSURERS AFFORDING COVERAGE	NAIC #
Dimension Architects, Inc. 4150 Rio Bravo, Suite 102 El Paso, TX 79902	INSURER A: XL Specialty Insurance Company INSURER B: INSURER C: INSURER D: INSURER E:	37885

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR ADD'L	LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS								
		GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC				EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Per occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COM/POP AGG \$								
		AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$								
		GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: EA ACC \$ AGG \$								
		EXCESS/UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE DEDUCTIBLE RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$ \$								
		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below				<table border="1" style="width:100%; border-collapse: collapse;"> <tr> <td style="width: 50%; font-size: x-small;">WC STATU-TORY LIMITS</td> <td style="width: 50%; font-size: x-small;">OTH-ER</td> </tr> <tr> <td>E.L. EACH ACCIDENT</td> <td>\$</td> </tr> <tr> <td>E.L. DISEASE - EA EMPLOYEE</td> <td>\$</td> </tr> <tr> <td>E.L. DISEASE - POLICY LIMIT</td> <td>\$</td> </tr> </table>	WC STATU-TORY LIMITS	OTH-ER	E.L. EACH ACCIDENT	\$	E.L. DISEASE - EA EMPLOYEE	\$	E.L. DISEASE - POLICY LIMIT	\$
WC STATU-TORY LIMITS	OTH-ER													
E.L. EACH ACCIDENT	\$													
E.L. DISEASE - EA EMPLOYEE	\$													
E.L. DISEASE - POLICY LIMIT	\$													
A		OTHER Professional Liability	DPR9418501	04/04/06	04/04/07	\$1,000,000 per claim \$1,000,000 annl aggr.								

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

Prof Liab: The aggregate limit is the total insurance available for claims presented within the policy period for all operations of insured. The limit will be reduced by payment of indemnity and expense.

CERTIFICATE HOLDER

CANCELLATION

Facility Condition Assessment Services for the City of El Paso 2 Civic Center Plaza El Paso, TX 79901	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL <u>30</u> DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE <i>James E. [Signature]</i>
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Summary

CITY CLERK DEPT.

06 AUG -4 PM 2:54

Project Name: Facility Condition Assessment Services

District: Citywide

Scope of work

The consultant shall perform a facilities assessment survey to establish a comprehensive management database of all City properties. The database should include an effective program to maintain, repair, and extend property's life cycle. The database will be provided in digital form. The database will be licensed to the City of El Paso at the conclusion of the assessment along with training. The assessment will allow Council and City of El Paso staff to prioritize facility improvements and create a comprehensive plan to improve City facilities. The assessment will provide the City of El Paso a plan to strategically and efficiently reduce the current backlog of deferred maintenance. The assessment will enhance facility-planning capabilities by addressing the high priority needs and future needs. The assessment will be utilized to develop present and future budgets. The consultant shall have one hundred and eighty (180) days to complete study and report.

Department Requesting Service: Financial Services

Procurement Type: Architect/Engineer Selection Process (Qualification based)

Request for Qualification Notification Date: February 16, 2006

Firms that were notified: All pre-qualified architect/engineer firms

Request for Qualification Due Date: March 2, 2006

Architect/Engineer firms that submitted RFQ packages:

Dimensions Architects
Perspectiva
Archana, Inc.
ECM International, Inc.

Architect Engineer Selection Committee Members (Shortlist committee)

Bill Studer, Deputy City Manager, Financial Services
Jeff Belles, Facilities Manager, General Services
Irene Ramirez, Assistant City Engineer, Engineering Department
Joel Guzman, Plan Review Manager, Development Services

Date shortlist ranking was submitted: March 10, 2006

Shortlist Ranking of Firms

Firm	Rank	Outcome
ECM International	1*	Finalist
Perspectiva	1*	Finalist
Dimensions Architects	1*	Finalist
Archana	4	Not selected

* There was a three way tie for first place. Only three firms were selected as finalists.

Date firms were notified of results: March 16, 2006

Architect Engineer Selection Oral Presentation Date: March 29, 2006

Architect Engineer Selection Committee Members (Oral presentation committee)

Bill Studer, Deputy City Manager, Financial Services
Jeff Belles, Facilities Manager, General Services
Irene Ramirez, Assistant City Engineer, Engineering Department
Joel Guzman, Plan Review Manager, Development Services

Final Ranking of Firms

Firm	Rank	Outcome
Dimensions Architects	1	Finalist
ECM International	2	Not selected
Perspectiva	3	Not selected

Date firms were notified in writing of final selection: April 4, 2006

PROJECT SCOPE

TITLE: **FACILITY CONDITION ASSESSMENT SERVICES**

LOCATION: **CITY EL PASO, TEXAS**

GENERAL DESCRIPTION:

To perform facilities assessment survey to establish a comprehensive management database of all City properties. The database should include effective program to maintain, repair, and extend properties life cycle. The database must be provided in digital form.

OBJECTIVE: To provide a plan to strategically and efficiently reduce the current backlog of deferred maintenance.

To enhance facility-planning capabilities by addressing the high priority needs and future needs.

To verify and update areas, volumes, and capacities for all listed buildings.

To help develop present and future budgets

I. BASIC SERVICES

A. Data Collection

The consultant will measure and report conditions for the following property elements:

- Site: grounds, utilities and paving systems
- Exterior systems: roofs, walls, window systems, exterior doors and structural components
- Interior systems: walls, doors, floors and ceilings
- Fire/life safety issues
- Readily achievable ADA requirements
- Heating, ventilation and air conditioning
- Electrical and electrical distribution
- Plumbing
- Fire protection
- Special construction
- Elevators

Only qualified construction professionals can perform inspections. All properties included in this project are listed in the attached "Building Facilities Inventory".

B. Definition of Data and Data Collection Standards

The consultant will advise and assist City personnel in defining facility condition data standards and collection standards. The consultant will use these standards to assess and report conditions for the property elements listed in the previous section I.A., *Data Collection*.

C. Existing Data Integration

In addition to facility conditions identified during the assessment, City-supplied facility condition data must be incorporated into the assessment software, analytical studies and reports. All City-supplied facility condition data will be identified as such and includes:

- Roofing inspections of some buildings
- Hazardous materials audits
- Air and water quality studies
- Accessibility studies
- Previous assessment data
- GASB Report

D. Corrective Action Recommendations and Costing

Corrections must be recommended for each deficient condition identified and include cost estimates and details of the work required for repair. The data must be updateable. The estimates shall be based on nationally recognized construction estimating data such as R.S. Means.

E. Deficiency Characterization

Deficiencies in the database will be categorized by, at least, the following characteristics:

- Construction Specification Institute (CSI) code
- Deficiency priority (defined below)
- Deficiency category (defined below)
- Facility type
- Facility location
- Correction type
- Repair cost

The assessment software must help identify and manage future construction contracts or work orders in order to reduce deferred maintenance backlog

F. Deficiency Prioritization

Before data collection begins, the consultant and the City will establish prioritization standards. The assessment software must be customizable to support these standards. An example of priority standards:

Priority 1 – Currently Critical (Immediate)

- Correct a cited safety hazard
- Stop accelerated deterioration
- Return a facility to operation

Priority 2 – Potentially Critical (year 1)

- Intermittent operations
- Rapid deterioration
- Potential life safety hazards

Priority 3 – Necessary/Not Yet Critical (years 2-5)

- Predictable deterioration
- Potential downtime
- Associated damage or higher costs if deferred further

Priority 4 – Recommended (years 6-10)

- Sensible improvement to existing conditions that is not required for the basic function of the facility
- Overall usability improvement
- Long term maintenance cost reduction

Priority 5 – Does Not Meet Current Codes but “Grand fathered”

- No action is required at this time – however, substantial work performed in the future may require correction

G. Deficiency Categorization

Each correction project identified will be assigned to one of the following categories:

- Life-safety code compliance
- Building code compliance
- Educational adequacy
- Appearance
- Energy

- Environmental

The assessment software must support this categorization.

H. Facility Renewal Forecasting

Because long-range funding for facilities is accomplished by identifying the rate of renewal required to maintain components of each facility as it depreciates and becomes unusable, the consultant must:

1. Analyze and model the rates of depreciation of each facility and report on the annual reinvestment rate to replace components as they become unusable, and
2. Determine approximate replacement cost of each building component where cumulating of components will equal the replacement value of the building.

I. Project Planning and Packaging

Identifying the current deficiencies and predicting future deficiencies will provide a basis for purchasing facility capital renewal. Strategic purchasing will reduce our overall facility operation costs. City will participate in determining appropriate work packaging strategies. We envision an iterative optimizing process, one that draws upon the consultant's expertise and uses the analytical capabilities of the deficiency database.

The assessment software must provide the ability to package multiple deficiencies into a single construction project based on priorities (see the section on prioritization), associated work items, trades involved, building name and building type. It must also allow for future changes and updates to already developed work packages. See also the section, *Software and Technology Requirements*.

J. Jurisdictional Review Meetings Scope

Conduct or attend meetings as directed by the City, which may include:

- Meeting with Department head and staff
- Meeting with City Administration office
- Meeting with City Council

II. ADDITIONAL SERVICES

The City may ask the consultant to perform additional services related to the subject of this RFQ. The services, fees and other terms will be in a mutually agreed additional services amendment.

III. SOFTWARE AND TECHNOLOGY REQUIREMENTS

The consultant's software must support the data collected and services provided as described in the sections, *Basic Services Scope of Work* and *Optional Services Scope of Work*.

The consultant must:

- Provide an appropriate set of software, systems and procedures that enable the City to continue to update all data, manage deferred maintenance reduction and predict future capital renewal.
- Provide assessment software that can sort, prioritize and support strategic work planning and packaging.

A. Software Specifications

The software will be licensed to the City and meet the following criteria:

- Be a centrally shared database
- Have an easy-to-use interface
- Allow multiple user access through the Institution's current network
- Allow a minimum of 5 concurrent users
- Allow access via the Internet
- Provide security levels (read-only, read and edit, full system capability)
- Allow for updating by the licensor on a regular basis
- Include online help files and detailed print documentation

B. Training and Technical Support Requirements

The consultant must provide appropriate training and technical support. The consultant must provide a toll-free technical support phone line. A structured training program shall be established and conducted at the City's facilities for approximately 5 individuals (to include end-user documentation):

- 1 class for 5 users with Read/Write capability
- 1 class for 5 users with Read Only capability

IV. OPTIONAL SERVICES

A. Functional Adequacy Assessment

The consultant will direct and assist the City in the development of functional adequacy standards. These standards will be used to determine needed facility upgrades that do not meet the standards and must be recorded in the assessment software.

The assessment will include, but is not limited to, the following adequacy elements. NOTE: These elements are intended as a guide for consultants and should not be considered a complete list for developing functional adequacy standards.

- Capacity: Measure number of staff against an optimum standard that enables the City to identify overcrowding and underutilized space.
- Facility mission support: Survey how facilities meet standards and support specific functions.
- Technological infrastructure: Evaluate facility support of LANs, WANs, work stations, cable TV access, data drops and other information systems support.
- Security: Measure security and safety to standards at three levels: site, building and room.
- Space characteristics: Determine how room sizes and configurations do or do not support the room's function.
- Work environment: Evaluate light levels, acoustics and other characteristics.
- Relationships of spaces: Evaluate how well administrative, public spaces and other areas relate to each other.

B. Space Inventory

Space to be inventoried includes total facility portfolio, subtotal by building area, subtotal by room and subtotal by type of space. Type of space includes:

- Office/Administrative
- Facility support
- Cafeteria area
- Janitorial
- {Other}

C. Equipment Inventory

Equipment to be inventoried includes chillers, cooling towers, air-handling units, boilers, exhaust fans, rooftop air-conditioning units, fire-sprinkler pumps, elevator motors, main switchgear, circulation pumps, fire alarms, and sump pumps. A highly durable barcode tag must be firmly affixed to each piece of equipment.

D. Photographs

1. Provide digital photographs for each facility and include these in the Computer Maintenance Management Software (CMMS) computer system.
 - Exterior photographs will be used for building identification and documentation of structural problems, major site deficiencies or special conditions. Photographs of building entry elevations shall be presentation of quality.
 - Interior photographs will be used to document critical or unusual conditions.

E. CAD Conversion

- The consultant must scan and vectorize existing blue line drawings to include one architectural floor plan(s) of each building. Where drawings do not exist, the consultant must produce CAD drawings that show exterior walls, interior spaces, fixed equipment and doors.

V. GENERAL REQUIREMENTS AND CRITERIA:

- Design must meet all applicable City Codes and Ordinances.
- Design must comply with Engineering Department Guidelines.
- Design must comply with all local, state and federal laws and regulations, including but not limited to the Americans with Disabilities Act.

VI. OTHER CONSIDERATIONS:

- Work to be coordinated with the Engineering Department.

VII. PROJECT SCHEDULE:

Project Duration: 180 Calendar Days.

SCORING SHEET FOR THE Facilities Condition Assessment PROJECT

1. TECHNICAL COMPETENCE		20 Points
a.	Please rate firm's technical competency in providing facility condition assessment.	4
b.	Please rate project team's technical competency in providing facility condition assessment.	8
c.	Please rate project manager's technical competency in providing facility condition assessment.	8
2. PROJECT UNDERSTANDING AND APPROACH		20 Points
a.	Please rate firm's thorough understanding of the scope of work.	4
b.	Please rate firm's identification of any significant issues and how they plan to address issues.	6
c.	Please rate firm's plan of action to complete the project within the set schedule and within budget.	10
3. EXPERIENCE		20 Points
a.	Please rate firm's experience with projects similar in scope and size.	8
b.	Please rate firm's experience with City of El Paso projects.	12
4. AVAILABILITY OF STAFF		15 Points
a.	Please rate firm's plan of action of how staff will be made readily available for the project.	5
b.	Please rate firm's plan of action and commitment to achieve a staff presence in El Paso.	10
5. EXPERIENCE WITH EL PASO ISSUES		15 Points
a.	Please rate firm's familiarity and experience with El Paso's building and construction issues.	13
b.	Please rate firm's familiarity and experience with El Paso's development issues.	2
6. DISADVANTAGED BUSINESS ENTERPRISES		10 Points
a.	Prime and all Subs qualify in at least one approved DBE category.	10
b.	Prime qualifies in at least one approved DBE category.	7
c.	At least one Sub qualifies in at least one approved DBE category.	2
d.	Neither Prime or Subs qualify in at least one approved DBE category.	0