

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

DEPARTMENT: Engineering Department CITY CLERK DEPT.

AGENDA DATE: October 11, 2005 05 SEP 30 AM 9:45

CONTACT PERSON/PHONE: Rick Conner, ext. 4423

DISTRICT(S) AFFECTED: N/A

SUBJECT:

That the City Manager be authorized to sign an Agreement for Mechanical Engineering Services by and between the **CITY OF EL PASO** and **BATH ENGINEERING CORPORATION**, for a period of one (1) year for an amount not to exceed FIVE HUNDRED THOUSAND and NO/100 DOLLARS (\$500,000.00).

BACKGROUND / DISCUSSION:

The City intends to engage the Engineer to perform mechanical engineering consulting services, on an "as needed" basis, in connection with construction projects.

PRIOR COUNCIL ACTION:

City Council has not previously considered this item.

AMOUNT AND SOURCE OF FUNDING:

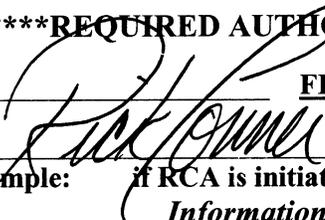
This item will be funded on a per project basis. The item has not been budgeted and no funding information is available. This item does not require a budget transfer.

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 an Agreement for Engineering Services by and between the CITY OF EL PASO and BATH ENGINEERING CORPORATION, for a one (1) year period for an amount not to exceed FIVE HUNDRED THOUSAND AND 00/100 DOLLARS (\$500,000.00). (Citywide)

ADOPTED THIS ____ DAY OF OCTOBER 2005.

THE CITY OF EL PASO

John F. Cook
Mayor

ATTEST:

Richarda Duffy Momsen
City Clerk

APPROVED AS TO FORM:



Raymond L. Telles
Assistant City Attorney

APPROVED AS TO CONTENT:



Rick Conner, P.E.
City Engineer

THE STATE OF TEXAS)
)
COUNTY OF EL PASO)

AN AGREEMENT FOR
MECHANICAL ENGINEERING SERVICES

THIS AGREEMENT is made this _____ day of **October 2005** by and between **THE CITY OF EL PASO**, a municipal corporation organized and existing under the laws of the State of Texas, hereinafter called the "**Owner**," and **BATH ENGINEERING CORPORATION**, a corporation registered in the state of Texas, hereinafter called the "**Engineer**".

WHEREAS, the Owner intends to engage the Engineer to perform mechanical engineering services or other consulting services as necessary, from time to time on an as-needed basis, in connection with construction projects designed by the Owner in-house or consultants hired by the Owner;

NOW, THEREFORE, the Owner and Engineer for the consideration hereinafter set forth agree as follows:

I. BASIC SERVICES OF THE ENGINEER

A. General

1. The Engineer agrees to perform professional mechanical engineering services as hereinafter stated in Attachment "A", which is attached hereto and made a part hereof for all purposes, to the full satisfaction of the Owner.
2. The Engineer shall serve as the Owner's professional representative and shall give consultation and advice to the Owner during the performance of the Engineer's services.
3. The Owner is relying upon the skill and expert knowledge of the Engineer to furnish the Owner with an accurate product. The Owner's review of any documents prepared by the Engineer is only general in nature, and its obligation to approve and accept the work in no way relieves the Engineer of responsibility for any specific deficiencies in the Engineer's work product.

B. Work Products/Standards All work prepared by the Engineer following the Owner's written authorization to proceed for each individual project, shall:

1. Be delivered as electronic digital data contained on CDs, which shall be readable by and compatible with the City Engineering Department's AutoCAD platform and shall include at a minimum coordinate information and drawings.

2. Include a hard copy consisting of original field books and drawings, to specified scale.
3. Upon completion of all work with respect to each individual project, the Engineer shall prepare Design Documents/Reports and shall furnish **five (5) copies** of the Design Documents/Reports to the Owner.

II. ADDITIONAL SERVICES OF THE ENGINEER

General If authorized in writing by the Owner, the Engineer shall perform or obtain additional services of the following types which are not covered herein, which shall be paid for by the Owner as indicated in this Agreement:

1. Provide additional services due to significant changes in the general scope of the Project.
2. Revise previously approved designs except when said revisions are required as a result of errors, negligence, or other fault on the part of the Engineer.
3. Furnish additional copies of the Design Documents/Reports in excess of those required in Section I hereof.
4. Provide additional services in connection with the project not otherwise provided for this Agreement except where those services are required as a result of negligence or other fault on the part of the Engineer.

III. THE OWNER'S RESPONSIBILITIES

The Owner shall:

- A. Provide available information as to its requirements in connection with each Project request.
- B. Make known all information pertaining to a Project request, including previous reports and other data relative to cost estimate.
- C. Obtain access to and make provisions for the Engineer to enter upon public and private lands as required for the Engineer to perform work under this Agreement.
- D. Review Design Documents/Reports prepared by the Engineer and render in writing decisions pertaining thereto within a reasonable time so as not to unreasonably delay the work of the Engineer.
- E. Designate the City Engineer of the City of El Paso as the Owner's representative with respect to the Mechanical Engineering Services to be performed under 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.

- F. Give prompt written notice to the Engineer whenever the Owner observes or otherwise becomes aware of any defect in connection with a Project request.
- G. Furnish or direct the Engineer to provide at the Owner's expense, necessary additional services as stipulated in this Agreement or other services as required by the Owner.

IV. PERIOD OF AGREEMENT AND SERVICES

- A. This Agreement comes into effect and full force, and is legally binding, on the date noted above. This Agreement shall remain in full force for a period of **one (1) year** from the effective date of this Agreement for Mechanical Engineering Services. The City has the option to renew this agreement for an additional one-year term. If the City exercises this option, the Agreement will be governed by the unit price fee schedule, which is attached hereto as Attachment "B". If the Engineer is engaged in providing engineering services at the time of the termination of this Agreement, the Agreement shall be extended for a reasonable period of time to ensure the completion of the current assignment. Engineering services provided by the Engineer in the completion of such current assignment shall also be governed by the unit price fee schedule, which is attached hereto as Attachment "B".
- B. The Engineer shall begin work upon a written **Notice to Proceed** issued by the City Engineer. The period of service per project shall be determined by the Owner together with the Engineer prior to each Notice to Proceed and shall be specified in the written Notice to Proceed. The period of service shall be determined in accordance with the complexity of the project assigned to the Engineer. The Engineer shall complete the engineering services, Design Document/Reports and other consultant services within the designated time frame for each project stated in the written Notice to Proceed.

V. PAYMENTS TO THE ENGINEER

A. Payments for Basic Services of the Engineer Under Section I

- 1. Compensation of the Engineer
 - a) The Owner shall pay the Engineer for requested services in accordance with the hourly rate schedule, which is attached hereto as Attachment "B" and incorporated herein for all purposes.

- b) The total value for the term of the Agreement shall not exceed **FIVE HUNDRED THOUSAND AND 00/100 DOLLARS (\$500,000.00)**.
2. The Design Documents/Reports to be prepared under this Agreement will fall under various funding programs, possibly including general revenue, federal grants and bond authorization of various types. The funding source for each individual project will be specified in the written Notice to Proceed issued by the City Engineer. In the event that the funding source for a particular project is a federal grant, the Engineer hereby agrees that all grant assurances will be complied with.
3. Payment on account of said fees for the basic services provided herein, shall be made upon the preparation and completion of the Design Documents/Report, after the said Design Documents/Report has been accepted and approved in writing by the Owner. Payments shall be made upon presentation of the Engineer's statement to the Owner, and the written approval by the Owner. The Engineer'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 Engineer's failure to furnish such supporting data shall constitute Engineer's waiver and release of any claim against the Owner with respect to such disputed billing item, pursuant to the set off provisions as noted herein.
4. Reimbursable expenses shall mean the reasonable actual expense of transportation and subsistence of principals and employees while traveling in connection with the Project, field office expenses, toll telephone calls and telegrams, reproduction of reports, and similar Project related items. Such expenses must be authorized in writing by the Owner to be eligible for reimbursement.

B. Payments for Additional Services of the Engineer Under Section II

If authorized by written amendment to this Agreement:

1. The Owner shall pay the Engineer for additional services performed by personnel assigned to the regularly established office of the Engineer at the hourly rates established in Attachment "B" hereof, plus the reasonable actual cost of the reimbursable expenses as hereinafter defined.
2. The Owner shall make payments for additional services monthly, upon presentation of the Engineer's detailed statement or invoice and supporting

documentation in accordance with Section V. hereof, and the Owner's written approval.

C. **General**

1. The payroll cost of salaries and wages used as a basis for payment under Section V.B.1., shall mean the cost of salaries and wages paid to principals and employees engaged directly on the Project, including but not limited to social security contributions, unemployment, excise and payroll taxes, workers' compensation, health and retirement benefits, sick leave, vacation, and holiday pay applicable thereto.
2. If this Agreement is terminated during the performance of mechanical engineering services, the Engineer shall be paid for services performed on the basis of a reasonable estimate of the portion of services completed prior to termination. In the event of any termination, the Engineer shall be paid to the extent services performed by the Engineer are completed and payment for such services is due, including payment for additional services. Any previous payments made to the Engineer shall be credited to the payments due under this Agreement. Such payment to the Engineer upon termination shall be full and final payment to the Engineer and any employees, subcontractors, or independent contractors employed by the Engineer, and the Engineer shall not be entitled to any other claims or damages against the Owner, including but not limited to lost profits, office expenses, or overhead expenses. Any previous payments made to the Engineer shall be credited to the payments due under this agreement.

VI. **GENERAL CONSIDERATIONS**

A. **Termination**

This Agreement may be terminated without cause for convenience of the Owner by giving **fifteen (15) days written notice** to the Engineer.

In the event of failure to perform in accordance with the terms herein, the Owner may terminate this Agreement by giving **seven (7) days written notice**. If this Agreement is so terminated, the Engineer shall be paid as provided herein.

The termination of this Agreement by the Owner shall not be construed as a release of any claims that the Owner may be lawfully entitled to assert against the Engineer. The Engineer shall not be relieved of liability to the Owner for damages sustained by the Owner by virtue of any breach of the Agreement by the Engineer. The Owner may withhold any payment to the Engineer for the purpose of setoff until such time as the exact amount of damages due the Owner from the Engineer is determined.

B. **Ownership of Documents**

Design documents/reports, studies, tracings and any other recordations prepared or obtained under the terms of this Agreement shall be delivered to and become the property of the Owner prior to payment to the Engineer for work under this Agreement. If this Agreement is terminated at any time for any reason prior to payment to the Engineer for work under this Agreement, all reports, studies, tracings and any other recordations prepared or obtained under the terms of this Agreement shall upon termination be delivered to and become the property of the Owner prior to payment to the Engineer. Sketches, charts, computations, and all other data prepared for and under this Agreement shall be made available to the Owner upon request and without restriction on their use, or further compensation to the Engineer. The Owner in requiring ownership of the above listed documents hereby releases the Engineer from all responsibility in connection with their use on any project other than their use on this Project.

C. **Insurance**

The Engineer shall secure and maintain at the Engineer's expense such Comprehensive Liability, Property Damage Liability, Vehicle Liability and Workers' compensation Insurance as shall protect the Engineer from workers' compensation claims under applicable state law and from all claims from bodily injury, death, or property damage which may arise from the performance of the Engineer's services under this Agreement. The Engineer shall provide or secure public liability insurance for personal injuries or death, arising out of any one accident or other cause, in a minimum sum of **TWO HUNDRED FIFTY THOUSAND AND 00/100 DOLLARS (\$250,000.00)** for one person and **FIVE HUNDRED THOUSAND AND 00/100 DOLLARS (\$500,000.00)** for two or more persons; and in addition, shall provide property damage liability insurance in a minimum sum of **ONE HUNDRED THOUSAND AND 00/100 DOLLARS (\$100,000.00)** for property damages arising out of any one accident or other cause, or in amounts equal to the maximum liability for damages for municipalities for claims arising under governmental functions, provided for under the Texas Tort Claim Act, whichever is greater. The Engineer shall procure and shall maintain at the Engineer's sole expense, Professional Liability Insurance for the benefit of the Owner to cover the errors and omissions of the Engineer, its principals or officers, agents, or employees in the performance of this Agreement.

The Engineer shall maintain said insurance with insurance underwriters authorized to do business in the State of Texas, satisfactory to Owner. All policies required by this Agreement, with the exception of Workers' compensation Insurance and Professional Liability Insurance, shall name the Owner, its officials, servants, agents, and employees as additional insureds. The Engineer shall, prior to the execution of this Agreement, furnish the Owner with a certificate from the insurance carrier showing such insurance to be in full force and effect during the entire term of this Agreement, or shall deposit with Owner copies of said policies, if requested by Owner. Said policies or certificates shall

contain a provision that written notice of cancellation or of any material change in said policy by the insurer shall be delivered to Owner **thirty (30) days** in advance of the effective date thereof and shall show the type, amounts, classes of operation covered, effective dates and dates of expiration of policies.

D. **Successors and Assigns**

This Agreement shall be binding on the Owner, its successors and assigns, and on the Engineer, the Engineer's partners, successors, executors, administrators, legal representatives, and assigns. However, the Engineer shall not assign, sublet, or transfer any interest in this Agreement without the written consent of the Owner. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of the Owner.

E. **Compliance with Laws**

The Engineer shall comply with all federal, state, and local laws and ordinances applicable to the work covered hereunder.

F. **Change of Legal Status**

In the event that there is a change in the legal status of the entity that has entered into this Agreement with the Owner, including but not limited to the dissolution of a partnership or a corporate entity, the Owner shall have the right to: 1) immediately terminate this Agreement for convenience; or 2) consent to the change in the legal status and continue under this Agreement; or 3) enter into an Agreement with any person, corporation or association that it deems to be qualified to perform the services requested herein with no further legal obligation or liability under this Agreement.

G. **Auditing Records**

Engineer'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 Engineer's work 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) Engineer'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 Engineer's records have been generated from computerized data, Engineer 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 to audit all of the Engineer's records related to this Project, and shall be allowed to interview any of the Engineer's employees, pursuant to the provisions of this section throughout the term of this Agreement 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

VII. SPECIAL PROVISIONS

A. A. Time of Essence; Liquidated Damages

TIME IS OF THE ESSENCE in this Agreement. The Engineer agrees to accept and adhere to the schedule established on a per project basis and per the written Notice to Proceed. Failure of the Engineer to adhere to this schedule without due cause, approved in writing by the City Engineer, shall cause damage to the City which the Engineer agrees to compensate at the rate of **ONE HUNDRED AND 00/100 DOLLARS (\$100.00) per day**, without the right of setoff or counterclaims.

It is hereby understood and mutually agreed, by and between the Engineer and the Owner, that the date of beginning and the time for completion as specified in the Agreement of the work to be done hereunder are **ESSENTIAL CONDITIONS** in the Agreement. It is further mutually understood and agreed that the work embraced in this Agreement shall be commenced on a date to be specified in the **"Notice to proceed."**

The Engineer agrees that said work shall be prosecuted regularly, diligently, and uninterrupted as such rate of progress as shall ensure completion thereof within the time specified. It is expressly understood and agreed, by and between the Engineer and the Owner, that the time for the completion of the work described herein is a reasonable time for the completion of the same.

If the Engineer shall neglect, fail, or refuse to complete the work within the time herein specified, or any proper extension thereof granted by the Owner, then the Engineer does hereby agree, as a part consideration for the awarding of this Agreement, to pay the Owner the amount specified in this Agreement, not as a penalty but as liquidated damages for such breach of Agreement as hereinafter set forth, for each and every calendar day that the Engineer shall be in default after the time stipulated in the Agreement for completing the work.

The said amount is fixed and agreed upon by and between the Engineer and the Owner because of the impracticability and extreme difficulty of fixing and ascertaining the actual damages the Owner would in such event sustain, and said amount is agreed to be the amount of damages which the Owner would sustain.

It is further agreed that **TIME IS OF THE ESSENCE** in each of the specifications wherein a definite and certain length of time is fixed for the performance of any act and in every portion of this Agreement. Additionally, time shall be of the essence where under this Agreement an additional time is allowed for the completion of any work. However, when the Owner determines in writing that the Engineer is without fault and the reasons for a time extension are acceptable, the Engineer shall not be charged with liquidated damages or any excess cost.

B. Equal Employment Opportunity

In providing services under this Agreement, the Engineer shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, age, disability, or national origin. The Engineer shall take affirmative action to ensure that applicants for employment are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, age, disability, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Engineer shall post in conspicuous places, available to employees and applicants for employment, notices to be provided by the government setting forth the provisions of this nondiscrimination clause. The Engineer shall state that all qualified applicants shall receive consideration for employment without regard to race, color, religion, sex, age, disability, or national origin. The Engineer shall incorporate the foregoing requirements of this section in all of its subcontracts for work to be performed on this Project.

C. Obligations of the Engineer with Respect to Third Party Relationships

The Engineer shall remain fully obligated under the provisions of this Agreement notwithstanding its designation of any third party or parties for the undertaking of all or any part of the project with respect to such assistance is being provided under this Agreement.

D. Interest of Members of Local Governing Body or Other Public Officials

No member of the governing body of the City of El Paso, and no other public official of the City of El Paso who exercises any function or responsibility with respect to the Project, shall during his or her tenure or for **one (1) year** thereafter, have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for work to be performed in connection with the Project assisted under this Agreement.

E. Law Governing Agreement

For the purpose of determining place of Agreement and the law governing same, this Agreement is entered into the City and County of El Paso, 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.**

F. **Indemnification**

THE OWNER SHALL NOT BE SUBJECT TO ANY OBLIGATIONS OR LIABILITIES OF THE ENGINEER INCURRED IN THE PERFORMANCE OF THIS AGREEMENT. THE ENGINEER EXPRESSLY AGREES TO AND SHALL INDEMNIFY, HOLD HARMLESS, AND DEFEND THE OWNER, ITS OFFICERS, AGENTS, AND EMPLOYEES, FROM AND AGAINST ANY AND ALL CLAIMS, LOSSES, DAMAGES, CAUSES OF ACTION, SUITS, AND LIABILITY OF EVERY KIND, INCLUDING BUT NOT LIMITED TO ALL EXPENSES INCURRED IN THE INVESTIGATION, HANDLING, DEFENSE, LITIGATION, SETTLEMENT AND/OR PAYMENT OF JUDGMENT INCLUDING COURT COSTS AND ATTORNEY'S FEES, FOR BODILY INJURY, ILLNESS, PHYSICAL, OR MENTAL IMPAIRMENT TO, OR DEATH OF ANY PERSON, OR FOR DAMAGE OR DESTRUCTION TO ANY PROPERTY INCLUDING THE LOSS OF USE THEREOF, ARISING FROM OR RELATING TO ANY ACT(S) OR OMISSIONS(S) OF THE ENGINEER, ITS PRINCIPALS OR OFFICERS, AGENTS, EMPLOYEES, OR SUBCONTRACTORS IN THE PERFORMANCE OF THIS AGREEMENT.

G. **Authorization To Enter Into Agreement**

If the Engineer signs this Agreement as a corporation, each of the persons executing this Agreement on behalf of the Engineer warrants to the Owner that the Engineer is a duly authorized and existing corporation, that the Engineer is qualified to do business in the State of Texas, that the Engineer has full right and authority to enter into this Agreement, and that each and every person signing on behalf of the Engineer is authorized to do so. Upon the Owner's request, the Engineer shall provide evidence satisfactory to the Owner confirming these representations.

H. **Entire Agreement**

This Agreement, including attachments, constitutes and expresses the entire agreement between the parties and supersedes all prior negotiations, representations, or agreements, either written or oral. This Agreement shall not be amended or modified except by written instrument signed by both parties.

I. **Remedies/Sanctions for Breach of Agreement**

Violation or breach of any terms of this Agreement by the Engineer shall be grounds for terminating the Agreement, and any increased cost arising from the Engineer's default, breach or violation of the terms herein, shall be paid by the Engineer. The remedies herein reserved shall be cumulative and additional to any other or further remedies in law or equity. No waiver of a breach of any

A. **Anti-Kickback Rules:**

Salaries of Architects, Engineers, draftsmen, technical engineers, technicians and other employees and consultants performing work under this Agreement shall be paid unconditionally and not less often than once a month without deduction or rebate on any account except only such payroll deductions as are mandatory by law or permitted by the applicable regulations issued by the Secretary of Labor pursuant to the "Anti-Kickback Act" of June 13, 1934 (48 Stat. 948; 62 Stat. 740; 63 Stat. 108; Title 18 U.S.C., Sec. 874; and Title 40 U.S.C., Sec. 276c). The Engineer shall comply with all applicable "Anti-Kickback" regulations and shall insert appropriate provisions in all subcontracts covering work under this Agreement to ensure compliance by subcontractors with such regulations, and shall be responsible for the submission of affidavits required of subcontractors thereunder except as the Secretary of Labor may specifically provide for variations of or exemptions from the requirements thereof.

B. **Section 3 Clause:**

The following provisions are incorporated into this Agreement, as required by 24 CFR 135.

1. To the extent that the work to be performed under this Agreement is on a project assisted under a program providing direct federal financial assistance from the Department of Housing and Urban Development and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u. Section 3 requires that to the greatest extent feasible, opportunities for training and employment be given lower income residents of the Project be awarded to business concerns that are located in or owned in substantial part by persons residing in the area of the Project.
2. The parties to this Agreement shall comply with the provisions of said Section 3 and the regulations issued pursuant thereto by the Secretary of Housing and Urban Development set forth in 24 CFR Part 135, and all applicable rules and orders of the Department issued thereunder prior to the execution of this Agreement. The parties to this agreement certify and agree that they are under no contractual or other disability, which would prevent them from complying with these requirements.
3. The Engineer shall send to each labor organization, or representative of workers with which he has a collective bargaining agreement or other contract or understanding, if any, a notice advising the said labor organization or workers' representative of his commitments under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.

4. The Engineer shall include this Section 3 clause in every subcontract for work in connection with the Project and shall, at the direction of the applicant for or recipient of federal financial assistance, take appropriate action pursuant to the subcontract upon a finding that the subcontractor is in violation of regulations issued by the Secretary of Housing and Urban Development, 24 CFR Part 135. The Engineer shall not subcontract with any subcontractor where he has notice or knowledge that the latter has been found in violation of regulations under 24 CFR Part 135 and shall not let any subcontract unless the subcontractor has first provided him with a preliminary statement of ability to comply with the requirements of these regulations.
5. Compliance with the provisions of Section 3, the regulations set forth in 24 CFR Part 135, and all applicable rules and orders of the Department issued thereunder prior to the execution of the construction contract, shall be a condition of the federal financial assistance provided to the Project, binding upon the applicant or recipient for such assistance, its successors, and assigns. Failure to fulfill these requirements shall subject the applicant or recipient, its Engineers and subcontractors, its successors, and assigns to those sanctions specified by the grant or loan agreement or contract through which federal assistance is provided, and to such sanctions as are specified by 24 CFR Part 135.
6. In the furnishing of services hereunder for the purpose for which a Department of Transportation program or activity is extended or for another purpose involving the provision of similar services or benefits, the Engineer shall furnish such services in compliance with all other requirements imposed pursuant to 49 CFR Part 21, Nondiscrimination in Federally Assisted Programs of the Department of Transportation, and as said Regulations may be amended.
7. Engineer shall also comply with the applicable provisions of Section 504 of the Rehabilitation Act of 1973 (P.L. 93-112) and 49 CFR Part 27.
8. That no person on the grounds of race, creed, color, sex, age, disability or national origin shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination in the performance of this Agreement.

C. **Retention and Access to Records:**

In accordance with 24 CFR 85, the Owner, the Department of Housing and Urban Development, the Comptroller General of the United States, or any of their duly authorized representatives, shall have access to any books, documents, papers, and records of the Engineer which are directly pertinent to the Owner's Community

Development Block Grant Program for the purpose of making audit, examination excerpts, and transcriptions.

D. **Interest of Certain Federal Officials:**

No member of or delegate to the Congress of the United States shall be admitted to any share or part of this Agreement or to any benefit to arise here from.

E. **Davis-Bacon Wages:**

In preparation of his cost estimates and the Project budget, described in Sec. VI, Part C., and Sec. VI, Part D., hereof, the Engineer shall base such estimates and the project budget on the premise that the regulations and requirements enumerated in 29 CFR Part 5, Subpart A (Davis-Bacon and Related Act) apply to the project and must be followed and obeyed by the selected Engineer.

F. **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 Engineer of the cancellation by certified mail-return receipt requested, whereupon the Engineer shall immediately, on receipt of the letter, cease and desist from performing any other work or services hereunder. In such an event, the Engineer 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.

WITNESS THE FOLLOWING SIGNATURES AND SEALS:

OWNER: THE CITY OF EL PASO

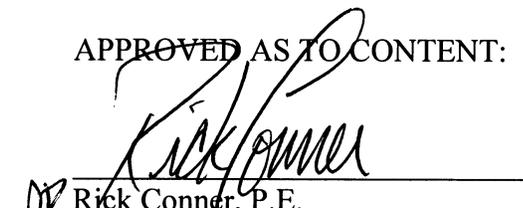
Joyce A. Wilson
City Manager

APPROVED AS TO FORM:



Raymond L. Telles
Assistant City Attorney

APPROVED AS TO CONTENT:



Rick Conner, P.E.
City Engineer

(SIGNATURES CONTINUE ON FOLLOWING PAGE)

ATTACHMENT "A"

PROJECT SCOPE

TITLE: Mechanical Engineering Consulting Services

LOCATION: Citywide

BUDGET: \$500,000.00 for one year term

GENERAL DESCRIPTION: This contract will be used for Mechanical Engineering assignments as necessary. See attached Scope of Services for details of the type of services covered.

SERVICES REQUIRED:

- | | |
|--|--|
| <input checked="" type="checkbox"/> Investigation | <input checked="" type="checkbox"/> Planning |
| <input checked="" type="checkbox"/> Design | <input checked="" type="checkbox"/> Material Investigation and Testing |
| <input checked="" type="checkbox"/> Bidding & Construction | |

PRODUCTS REQUIRED:

- | | |
|--|---|
| <input checked="" type="checkbox"/> Study / Report | <input checked="" type="checkbox"/> Plans, Specifications and Estimates |
|--|---|

GENERAL REQUIREMENTS AND CRITERIA:

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

OTHER CONSIDERATIONS:

1. Work to be coordinated with the Engineering Department.
2. Coordination with City of El Paso Information Technology Department.
3. This contract will be for a period of one (1) year with fees not to exceed \$500,000 with the option to renew for an additional one-year term.

PROJECT SCHEDULE:

Project Schedules to be developed for each assignment as needed.

Scope of Services

General Description:

1. Studies and Reports - Engineer shall perform research and database creation to conduct studies and produce reports to include investigations, drawings, sketches and cost estimates. Reports shall include description of alternatives considered, estimates of construction costs, conclusions and recommendations. This task includes feasibility studies, design analysis and other studies as requested.
2. Preparation of plans, specifications and cost estimates for mechanical design.
3. Preparation of plans, specifications and cost estimates for mechanical design of buildings, structures and similar construction.
4. Constructibility, Biddability, Operability Reviews, Peer Review and Value Engineering. The engineer shall provide constructibility, biddability, operability reviews and peer reviews on proposed construction projects. The review will cover such items as detail and cut omissions and inconsistencies between plans and specifications, vague or ambiguous notes and references and lack of coordination between the drawings of all disciplines involved in the project.
5. Full time Project Representative. The Engineer shall designate and assign a project representative, subject to the approval of the Owner, who will serve as the point of contact during the on-site observation and inspection of the construction work in progress and to ascertain that the work is properly executed in conformance with the drawings and specifications.
6. Review of Shop Drawings, Materials, Fixtures and Equipment. The Engineer shall review shop drawings and materials submittals and make recommendations for approval or disapproval. Final approval shall be by the Owner.
7. Meetings and Conferences. Periodic meetings shall be held whenever requested by the Owner for discussion of questions and problems relating to the work being performed by the Engineer. The Engineer shall be required to attend and participate in all design conferences pertinent to the work being performed.
8. The Engineer shall appoint a project coordinator or manager to serve as a single point of contact and liaison between the Engineer and the Owner for all work required under this agreement. The project coordinator or manager will be responsible for the complete coordination of all work developed under each assignment. All work will be accomplished with adequate internal controls and review procedures to eliminate conflicts, errors, and omissions, and to insure the technical accuracy of all design information.
9. Other mechanical engineering functions as may be required by the Owner.
10. Provide owner monthly status reports on each project. Report will include project progression, projection completion percentage, invoices billed and paid.

ATTACHMENT "B"

Bath Engineering Corporation Billing Rates

<i>Position</i>	Calendar year 2005	Calendar year 2006	Calendar year 2007
		<i>Increase 3%</i>	<i>Increase 3%</i>
Principal	\$147.38	\$151.80	\$156.35
Project Manager	\$140.82	\$145.04	\$149.39
Engineer IV	\$131.01	\$134.94	\$138.99
Engineer III	\$121.18	\$124.82	\$128.56
Engineer II	\$94.49	\$97.32	\$100.24
Engineer I	\$74.80	\$77.04	\$79.35
Project Representative	\$108.07	\$111.31	\$114.65
Designer II	\$81.88	\$84.34	\$86.87
Designer I	\$65.50	\$67.47	\$69.49
Drafter	\$51.19	\$52.73	\$54.31
Administrator	\$78.73	\$81.09	\$83.52
Clerk	\$42.57	\$43.85	\$45.17

The rates above exclude taxes not in effect on July 15, 2005.

The State of Texas is considering new taxes. If new tax legislation is enacted, the fees above will be equitably adjusted.

JOE WARDY
MAYOR



CITY COUNCIL

SUSAN AUSTIN
DISTRICT NO. 1

ROBERT A. CUSHING Jr.
DISTRICT NO. 2

JOSE ALEXANDRO LOZANO
DISTRICT NO. 3

JOHN COOK
DISTRICT NO. 4

DANIEL S. POWER
DISTRICT NO. 5

PAUL J. ESCOBAR
DISTRICT NO. 6

VIVIAN ROJAS
DISTRICT NO. 7

ANTHONY COBOS
DISTRICT NO. 8

Municipal Services

December 17, 2003

Bath Engineering Corporation
4110 Rio Bravo, Suite 102
El Paso, Texas 79902

Re: **Mechanical Engineering Consulting Services**

Gentlemen:

Your firm has been nominated by the Architect, Engineering and Land Surveying Selection Subcommittee (AESS) to perform services for the above project. Enclosed for your review is a copy of an Agreement for Services, a copy of Architectural / Engineering Plan Submittal Requirements and Architectural Drawing Preparation Guidelines. Also included is a Scope of Work.

You are requested to submit a fee proposal for this project and to show in detail the basis upon which you have calculated your fee. Please include detailed breakdown of your general and administrative overhead multiplier as well as your profit mark-up. Your proposal is to be delivered by messenger to Javier Reyes, P.E., Engineering Program Manager no later than 4:00 p.m., on Monday, December 29, 2003.

You must provide a certificate of insurance which complies with requirements as shown on the attached page.

Please be advised that only the El Paso City Council has the authority to enter into an agreement for consultant services on behalf of the City of El Paso. Your nomination with our recommendation, along with a negotiated agreement for services, will be forwarded to City Council for its consideration and action.

Re: Mechanical Engineering Consulting Services
December 17, 2003
Page Two

If you wish additional information, please contact Mr. Jav.
Program Manager, at 541-4630.

Sincerely,

A handwritten signature in black ink, appearing to read 'Edward Drusina', with a large, stylized initial 'E'.

Edward Drusina, P.E.,
Deputy Chief Administrative Officer

enc.

c: Mayor & City Representatives
Chief Administrative Officer
Assistant City Attorney - Raymond Telles
Interim City Engineer

JOE WARDY
MAYOR



Municipal Services

CITY COUNCIL

SUSAN AUSTIN
DISTRICT NO. 1

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DISTRICT NO. 5

PAUL J. ESCOBAR
DISTRICT NO. 6

VIVIAN ROJAS
DISTRICT NO. 7

ANTHONY COBOS
DISTRICT NO. 8

December 17, 2003

Alegro Engineering
4150 Rio Bravo, Suite 238
El Paso, Texas 79902

Re: Mechanical Engineering Consulting Services

Gentlemen:

The City of El Paso appreciates your attendance at the interview held by the City's AESS Selection Subcommittee on December 17, 2003, for the proposed referenced project. Your presentation to provide design services was very professional.

The Subcommittee had a difficult task in nominating a firm from those interviewed, all of which were outstanding. Although your firm was not the nominee, we hope you will continue to propose on future projects.

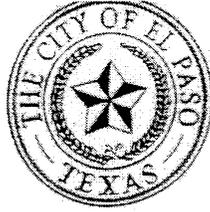
Thank you for your participation.

Sincerely,

Edward Drusina, P.E.,
Deputy Chief Administrative Officer

c: City Engineer

JOE WARDY
MAYOR



Municipal Services

CITY COUNCIL

SUSAN AUSTIN
DISTRICT NO. 1

ROBERT A. CUSHING Jr.
DISTRICT NO. 2

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DISTRICT NO. 5

PAUL J. ESCOBAR
DISTRICT NO. 6

VIVIAN ROJAS
DISTRICT NO. 7

ANTHONY COBOS
DISTRICT NO. 8

December 17, 2003

Goodwin Engineering
1200 Golden Key Circle, Suite 161
El Paso, Texas 79925

Re: **Mechanical Engineering Consulting Services**

Gentlemen:

The City of El Paso appreciates your attendance at the interview held by the City's AESS Selection Subcommittee on December 17, 2003, for the proposed referenced project. Your presentation to provide design services was very professional.

The Subcommittee had a difficult task in nominating a firm from those interviewed, all of which were outstanding. Although your firm was not the nominee, we hope you will continue to propose on future projects.

Thank you for your participation.

Sincerely,

Edward Drusina, P.E.,
Deputy Chief Administrative Officer

c: City Engineer

JOE WARDY
MAYOR



Municipal Services

CITY COUNCIL

SUSAN AUSTIN
DISTRICT NO. 1

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DISTRICT NO. 6

VIVIAN ROJAS
DISTRICT NO. 7

ANTHONY COBOS
DISTRICT NO. 8

December 17, 2003

EMC Engineers
1155 Westmoreland, Suite 119
El Paso, Texas 79925

Re: Mechanical Engineering Consulting Services

Gentlemen:

The City of El Paso appreciates your attendance at the interview held by the City's AESS Selection Subcommittee on December 17, 2003, for the proposed referenced project. Your presentation to provide design services was very professional.

The Subcommittee had a difficult task in nominating a firm from those interviewed, all of which were outstanding. Although your firm was not the nominee, we hope you will continue to propose on future projects.

Thank you for your participation.

Sincerely,

Edward Drusina, P.E.,
Deputy Chief Administrative Officer

c: City Engineer

JOE WARDY
MAYOR



Municipal Services

CITY COUNCIL

SUSAN AUSTIN
DISTRICT NO. 1

ROBERT A. CUSHING Jr.
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PAUL J. ESCOBAR
DISTRICT NO. 6

VIVIAN ROJAS
DISTRICT NO. 7

ANTHONY COBOS
DISTRICT NO. 8

December 17, 2003

Fluid Systems, Inc.
6821 Doniphan Drive
Canutillo, Texas 78935

Re: **Mechanical Engineering Consulting Services**

Gentlemen:

The City of El Paso appreciates your attendance at the interview held by the City's AESS Selection Subcommittee on December 17, 2003, for the proposed referenced project. Your presentation to provide design services was very professional.

The Subcommittee had a difficult task in nominating a firm from those interviewed, all of which were outstanding. Although your firm was not the nominee, we hope you will continue to propose on future projects.

Thank you for your participation.

Sincerely,

Edward Drusina, P.E.,
Deputy Chief Administrative Officer

c: City Engineer

City of El Paso
 Engineering Department
 AESS Subcommittee Tabulation Form
 Project: Mechanical Engineering Consulting Services

Date: December 17, 2003

	Goodwin Engineering	EMC Engineers	Bath Engineering	Fluid Systems, Inc.	Alegro Engineering
Rater #1	5	2	1	4	3
Rater #2	3	2	1	4	5
Rater #3	5	1	2	4	3
Rater #4	4	2	1	3	5
Rater #5	4	2	1	3	5
Rater #6					
Rater #7					
Rater #8					
TOTAL SCORE	21	9	6	18	21
RANK	4 [*]	2	1	3	4 [*]

#1

City of El Paso
Engineering Department
AESS Subcommittee Evaluation Form
Project: Mechanical Engineering Consulting Services

EVALUATION FACTORS	Goodwin Engineering	EMC Engineers	Bath Engineering	Fluid Systems, Inc.	Alegro Engineering
I. Project Organization Name of the firm; How long in business Principal owners and directors; Location of principal offices Projected subcontractors; Projected consultants Identify the project staff in organization that will be responsible to the Scope of Work	1	1	1	1	1
II. Experience with Similar Projects Overall firm experience with projects of similar nature and size during the past five years	1	1	1	1	2
III. Project Specific Team Appropriate educational background in technology for the project Licenses and credentials Practical experience with similar projects Track record of specialized consultants related to the project Commitment to this project vis-a-vis current projects	2	1	1	1	2
IV. Project Plan Respond to the Scope of Work A well defined technical approach to the project Identify key activities that will be required (in milestone form) Recognize significant problems that will have to be addressed	2	2	1	2	1
V. Cost Control Plan Does the firm have a cost control plan? Who will do the project estimates? What estimating system do they use? How will they contain scope and cost growth during design? How will they contain scope and cost growth during construction?	2	1	1	1	1
VI. Quality Control Plan Does the firm have a quality control procedure for its construction documents that will: Identify and correct errors and omissions in drawings and specifications before they are submitted to the City? Is the plan formalized and documented?	1	1	1	2	1
VII. Number of Contract Awards from the City of El Paso for the past five (5) years	1	1	1	1	1
VIII. Performance on Past Municipal Projects Evaluate the firm's performance on past City of El Paso projects. The City Engineer shall provide a listing of performance on previous projects which shall include, as a minimum, prior project plan, schedule and completion date; budget compliance; and numbers of change orders.	2	2	2	2	2
IX. Interview Presentation and Responses to Questions Was the information presented during the interview and responses to questions: Professional in caliber and tenor? Pointed toward the qualifications of the firm and its Project Team? Consistent with the Statement of Qualifications? An appropriate supplement to the Statement of Qualifications? Responsive to questions, not evasive?	2	1	1	2	1
Total Points	14	11	10	13	12
Blank	5	2	1	4	3

City of El Paso
Engineering Department
AESS Subcommittee Evaluation Form
Project: Mechanical Engineering Consulting Services

2

EVALUATION FACTORS	Goodwin Engineering	EMC Engineers	Bath Engineering	Field Systems, Inc.	Alegre Engineering
I. Project Organization Name of the firm; How long in business Principal owners and directors; Location of principal offices Projected subcontractors; Projected consultants Identify the project specific organization that will be responsible to the Scope of Work	3	3	1	3	3
II. Experience with Similar Projects Overall firm experience with projects of similar nature and size during the past five years	3	2	2	3	3
III. Project Specific Team Appropriate educational background in technology for the project Licenses and credentials Practical experience with similar projects Track record of specialized consultants related to the project Commitment to this project vis-a-vis current projects	3	3	2	3	4
IV. Project Plan Respond to the Scope of Work A well defined technical approach to the project Identify key activities that will be required (in milestone timeline) Recognize significant problems that will have to be addressed	3	2	3	3	3
V. Cost Control Plan Does the firm have a cost control plan? Who will do the project estimates? What estimating system do they use? How will they contain scope and cost growth during design? How will they contain scope and cost growth during construction?	3	2	2	3	4
VI. Quality Control Plan Does the firm have a quality control procedure for its construction documents that will: Identify and correct errors and omissions in drawings and specifications before they are submitted to the City? Is the plan formalized and documented?	3	3	3	3.5	4
VII. Number of Contract Awards from the City of El Paso for the past five (5) years	3	2	3	3	3
VIII. Performance on Past Municipal Projects Evaluate the firm's performance on past City of El Paso projects. The City Engineer shall provide a listing of performance on previous projects which shall include, as a minimum, prior project schedule and completion date; budget compliance; and numbers of change orders.	3	2	1	3	3.5
IX. Interview Presentation and Responses to Questions Was the information presented during the interview and responses to questions: Professional in caliber and tone? Pointed toward the qualifications of the firm and its Project Team? Consistent with the Statement of Qualifications? An appropriate supplement to the Statement of Qualifications? Responsive to questions, not evasive?	3	3	2	3.5	3
Total Points	27	22	19	28	30.5
Rank	3	2	1	4	5

#3

City of El Paso
Engineering Department
AESS Subcommittee Evaluation Form

Project: Mechanical Engineering Consulting Services

QUALIFICATION CRITERIA	Goodwin Engineering	EMC Engineers	Bath Engineering	Fluid Systems, Inc.	Alstro Engineering
I. Project Organization Name of the firm; How long in business Principal owners and directors; Location of principal offices Projected subcontractors; Projected consultants Identify the project specific organization that will be responsible for the Scope of Work	2	1	1	1	1
II. Experience with Similar Projects Overall firm experience with projects of similar nature and size during the past five years	2	1.5	1.5	2	2
III. Project Specific Team Appropriate educational background in technology for the project Licenses and credentials Practical experience with similar projects Track record of specialized consultants related to the project Commitment to this project vis-a-vis current projects	2	1.5	1	2.5	3
IV. Project Plan Respond to the Scope of Work A well defined technical approach to the project Identify key activities that will be required (in milestone timeline) Recognize significant problems that will have to be addressed	2.5	1.5	2	3	3
V. Cost Control Plan Does the firm have a cost control plan? Who will do the project estimates? What estimating system do they use? How will they contain scope and cost growth during design? How will they contain scope and cost growth during construction?	3	2	2	3	2.5
VI. Quality Control Plan Does the firm have a quality control procedure for its construction documents that will: Identify and correct errors and omissions in drawings and specifications before they are submitted to the City? Is the plan formalized and documented?	3	1.5	2	2.5	2.5
VII. Number of Contract Awards from the City of El Paso for the past five (5) years	3	3	3	3	3
VIII. Performance on Past Municipal Projects Evaluate the firm's performance on past City of El Paso projects. The City Engineer shall provide a listing of performances on previous projects which shall include, as a minimum, prior project start/stop and completion dates; budget compliance; and numbers of change orders.	3	1.5	1.5	2.5	2.5
IX. Interview Presentation and Responses to Questions Was the information presented during the interview and responses to questions: Professional in caliber and tenor? Pointed toward the qualifications of the firm and its Project Team? Consistent with the Statement of Qualifications? An appropriate supplement to the Statement of Qualifications? Responsive to questions, not evasive?	3	2	2	3	2.5
Total Points	23.5	15.5	16	22.5	22
Rank	5	1	2	4	3

#4

City of El Paso
 Engineering Department
 AESS Subcommittee Evaluation Form

Project: Mechanical Engineering Consulting Services

EVALUATION CRITERIA	Goodwin Engineering	EMC Engineers	Bath Engineering	Fluid Systems, Inc.	Alegro Engineering
I. Project Organization Name of the firm; How long in business Principal owners and directors; Location of principal offices Projected subcontractors; Projected consultants Identify the project specific organization that will be responsible to the Scope of Work	1	1	1	1	2
II. Experience with Similar Projects Overall firm experience with projects of similar nature and size during the past five years	1	1	1	1	1
III. Project Specific Team Appropriate educational background in technical staff for the project Licenses and credentials Previous experience with similar projects Track record of specialized consultants related to the project Commitment to this project vis-à-vis current projects	3	2	1	3	3
IV. Project Plan Respond to the Scope of Work A well defined technical approach to the project Identify key activities that will be required (inilestone form) timeline Recognize significant problems that will have to be addressed	2	1	1	2	2
V. Cost Control Plan Does the firm have a cost control plan? Who will do the project estimates? What estimating system do they use? How will they contain scope and cost growth during design? How will they contain scope and cost growth during construction?	1	1	1	1	1
VI. Quality Control Plan Does the firm have a quality control procedure for its construction documents that will: Identify and correct errors and omissions in drawings and specifications before they are submitted to the City? Is the plan formalized and documented?	1	1	1	1	1
VII. Number of Contract Awards from the City of El Paso for the past five (5) years	1	1	2	1	1
VIII. Performance on Past Municipal Projects Evaluate the firm's performance on past City of El Paso projects. The City Engineer shall provide a listing of performances on previous projects which shall include, as a minimum, prior project timetable and completion date; budget compliance; and numbers of change orders.	1	1	1	1	1
IX. Interview Presentation and Responses to Questions Was the information presented during the interview and responses to questions: Professional in caliber and tenor? Pointed toward the qualifications of the firm and its Project Team? Consistent with the Statement of Qualifications? An appropriate supplement to the Statement of Qualifications? Responsive to questions, reactive?	3	1	1	3	3
Total Points	14	10	10	14	15
Rank	4	2	1	3	5

#5

City of El Paso
Engineering Department
AESS Subcommittee Evaluation Form
Project: Mechanical Engineering Consulting Services

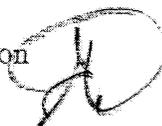
EVALUATION FACTORS	Goodwin Engineering	EMC Engineers	Bath Engineering	Fluid Systems, Inc.	Algre Engineering
I. Project Organization Name of the firm; How long in business Principal owners and directors; Location of principal offices Projected subcontractors; Projected consultants Identify the project specific organization that will be responsible to the Scope of Work	2	2	1	3	3
II. Experience with Similar Projects Overall firm experience with projects of similar nature and size during the past five years	2	2	2	3	4
III. Project Specific Team Appropriate educational background in technology for the project Licenses and credentials Practical experience with similar projects Track record of specialized consultants related to the project Commitment to this project vis-a-vis current projects	3	2	1	3	4
IV. Project Plan Respond to the Scope of Work A well defined technical approach to the project Identify key activities that will be required (in lessons timeline) Recognize significant problems that will have to be addressed	4	1	2	3	3
V. Cost Control Plan Does the firm have a cost control plan? Who will do the project estimates? What estimating system do they use? How will they contain scope and cost growth during design? How will they contain scope and cost growth during construction?	4	3	2	2	4
VI. Quality Control Plan Does the firm have a quality control procedure for its construction documents that will: Identify and correct errors and omissions in drawings and specifications before they are submitted to the City? Is the plan formalized and documented?	3	2	2	3	3
VII. Number of Contract Awards from the City of El Paso for the past five (5) years	1	1	2	1	1
VIII. Performance on Past Municipal Projects Evaluate the firm's performance on past City of El Paso projects. The City Engineer shall provide a listing of performance on previous projects which shall include, as a minimum, prior project timetables and completion date, budget compliance, and numbers of change orders.	3	2	1	3	3
IX. Interview Presentation and Responses to Questions Was the information presented during the interview and responses to questions: Professional in caliber and tone? Pointed toward the qualifications of the firm and its Project Team? Consistent with the Statement of Qualifications? An appropriate supplement to the Statement of Qualifications? Responsive to questions, not evasive?	3	2	1	2	2
Total Points	25	17	14	23	27
Rank	IV	II	I	III	V

**City of El Paso
Municipal Services**

December 4, 2003

To: Representative Susan Austin
Representative Anthony Cobos
Representative John Cook
Irene Ramirez, P.E., Interim City Engineer
Armando Jimarez, Municipal Services
Ric Cordova, P.E., A/E Representative

From: Edward Drusina, P.E., Chairperson
AESS Subcommittee



Subject: **Mechanical Engineering Consulting Services**

Please note the time for the AESS Selection Subcommittee meeting for subject project. The meeting will be held on **Wednesday, December 17, 2003**, in the **Engineering Conference Room, 4th Floor, City Hall** beginning at **8:30 a.m.** to evaluate and nominate the subject firm.

8:30 a.m.	Goodwin Engineering
9:00 a.m.	EMC Engineers
9:30 a.m.	Bath Engineering
10:00 a.m.	Fluid Systems, Inc.
10:30 a.m.	Alegro Engineering

Please call Irene Ramirez, P.E. at 541-4431, if you should have any questions.

c: Engineering Department

City of El Paso
Engineering Department

December 4, 2003

To: Edward Drusina, P.E.,
Chairperson, AESS Subcommittee

From: Irene Ramirez, P.E., *IR*
Interim City Engineer

Subject: **Mechanical Engineering Consulting Services**

The Qualifications Subcommittee has reviewed and evaluated the Statement of Qualifications (SOQ) of each submitting firm. Below is the list with the tabulated scores and rankings.

The QS Subcommittee recommends the five (5) firms as shown below for interview by the Architect, Engineering and Land Surveying Selection Subcommittee (AESS).

<u>Firm</u>	<u>Points</u>	<u>Ranking</u>
Bath Engineering	7	1
EMC Engineers	9	2
Goodwin Engineering	15	3
Fluid Systems	16	4*
Alegro Engineering	16	4*
SGB Engineering	23	6
RBM Engineering	26	7

* T...

JOE WARDY
MAYOR



CITY COUNCIL

SUSAN AUSTIN
DISTRICT NO. 1

ROBERT A. CUSHING Jr.
DISTRICT NO. 2

JOSE ALEXANDRO LOZANO
DISTRICT NO. 3

JOHN COOK
DISTRICT NO. 4

DANIEL S. POWER
DISTRICT NO. 5

PAUL J. ESCOBAR
DISTRICT NO. 6

VIVIAN ROJAS
DISTRICT NO. 7

ANTHONY COBOS
DISTRICT NO. 8

Municipal Services

December 4, 2003

Goodwin Engineering
1200 Golden Key Circle, Suite 161
El Paso, Texas 79925

Re: **Mechanical Engineering Consulting Services**

Gentlemen:

As Chairperson of the Architect, Engineering and Land Surveying Selection Subcommittee (AESS), I am calling a meeting of the subcommittee to evaluate the consultant for the above referenced project. Your firm has been selected as a finalist to be interviewed by the subcommittee. A Scope of Work for the project is included for your review.

The meeting is scheduled for **Wednesday, December 17, 2003, at 8:30 a.m.**, in the **Engineering Conference Room, 4th Floor, at City Hall**. You should make a presentation which demonstrates your capability to design this project. You will have 20 minutes for your presentation with a 5 minute question and answer period to follow. You should bring any audio / video equipment and accessories required for your presentation. Your previously submitted statement of qualifications will be distributed to the subcommittee for their review.

If you have any questions on this project, please contact Ms. Irene Ramirez, P.E. at (915) 541-4431.

If your firm is nominated by the subcommittee, you will be required to submit a **fee proposal by 4:00 p.m., Monday, December 29, 2003**. Fee negotiations will be limited to the two (2) week period following submittal of your fee proposal. In accordance with the AESS Selection Ordinance, Section 2.88.030, Paragraph K.2., should agreement on a fee not be reached in this period, negotiations with your firm will cease and begin with the nominated alternate firm. Please be advised that only City Council is authorized to award city contracts.

Sincerely,

Edward Drusina, P.E.
Chairperson, AESS Subcommittee

c: Mayor & City Representatives
Chief Administrative Officer
Assistant City Attorney - Raymond Telles
Acting City Engineer

JOE WARDY
MAYOR



CITY COUNCIL

SUSAN AUSTIN
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VIVIAN ROJAS
DISTRICT NO. 7

ANTHONY COBOS
DISTRICT NO. 8

Municipal Services
December 4, 2003

EMC Engineers
1155 Westmoreland, Suite 119
El Paso, Texas 79925

Re: **Mechanical Engineering Consulting Services**

Gentlemen:

As Chairperson of the Architect, Engineering and Land Surveying Selection Subcommittee (AESS), I am calling a meeting of the subcommittee to select a consultant for the above referenced project. Your firm has been selected as a finalist to be interviewed by the subcommittee. A Scope of Work for the project is included for your review.

The meeting is scheduled for **Wednesday, December 17, 2003, at 9:00 a.m.**, in the **Engineering Conference Room, 4th Floor, at City Hall**. You should make a presentation which demonstrates your capability to design this project. You will have 20 minutes for your presentation with a 5 minute question and answer period to follow. You should bring any audio / video equipment and accessories required for your presentation. Your previously submitted statement of qualifications will be distributed to the subcommittee for their review.

If you have any questions on this project, please contact Ms. Irene Ramirez, P.E. at (915) 541-4431.

If your firm is nominated by the subcommittee, you will be required to submit a **fee proposal by 4:00 p.m., Monday, December 29, 2003**. Fee negotiations will be limited to the two (2) week period following submittal of your fee proposal. In accordance with the AESS Selection Ordinance, Section 2.88.030, Paragraph K.2., should agreement on a fee not be reached in this period, negotiations with your firm will cease and begin with the nominated alternate firm. Please be advised that only City Council is authorized to award city contracts.

Sincerely,

Edward Drusina, P.E.

Chairperson, AESS Selection Subcommittee

c: Mayor & City Representatives
Chief Administrative Officer
Assistant City Attorney - Raymond Telles
Acting City Engineer

JOE WARDY
MAYOR



CITY COUNCIL

SUSAN AUSTIN
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DISTRICT NO. 7

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DISTRICT NO. 8

Municipal Services

December 4, 2003

Bath Engineering Corp.
4110 Rio Bravo, Suite 102
El Paso, Texas 79902

Re: **Mechanical Engineering Consulting Services**

Gentlemen:

As Chairperson of the Architect, Engineering and Land Surveying Selection Subcommittee (AESS), I am calling a meeting of the subcommittee to select a consultant for the above referenced project. Your firm has been selected as a finalist to be interviewed by the subcommittee. A Scope of Work for the project is included for your review.

The meeting is scheduled for **Wednesday, December 17, 2003, at 9:30 a.m.**, in the **Engineering Conference Room, 4th Floor, at City Hall**. You should make a presentation which demonstrates your capability to design this project. You will have 20 minutes for your presentation with a 5 minute question and answer period to follow. You should bring any audio / video equipment and accessories required for your presentation. Your previously submitted statement of qualifications will be distributed to the subcommittee for their review.

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Sincerely,

Edward Drusina, P.E.
Chairperson, AESS Selection Subcommittee

c: Mayor & City Representatives
Chief Administrative Officer
Assistant City Attorney - Raymond Telles
Acting City Engineer

JOE WARDY
MAYOR



CITY COUNCIL

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DISTRICT NO. 3

JOHN COOK
DISTRICT NO. 4

DANIEL S. POWER
DISTRICT NO. 5

PAUL J. ESCOBAR
DISTRICT NO. 6

VIVIAN ROJAS
DISTRICT NO. 7

ANTHONY COBOS
DISTRICT NO. 8

Municipal Services

December 4, 2003

Fluid Systems, Inc.
6821 Doniphan Drive
Canutillo, Texas 78935

Re: **Mechanical Engineering Consulting Services**

Gentlemen:

As Chairperson of the Architect, Engineering and Land Surveying Selection Subcommittee (AESS), I am calling a meeting of the subcommittee to select a consultant for the above referenced project. Your firm has been selected as a finalist to be interviewed by the subcommittee. A Scope of Work for the project is included for your review.

The meeting is scheduled for **Wednesday, December 17, 2003, at 10:00 a.m.**, in the **Engineering Conference Room, 4th Floor, at City Hall**. You should make a presentation which demonstrates your capability to design this project. You will have 20 minutes for your presentation with a 5 minute question and answer period to follow. You should bring any audio / video equipment and accessories required for your presentation. Your previously submitted statement of qualifications will be distributed to the subcommittee for their review.

If you have any questions on this project, please contact Ms. Irene Ramirez, P.E. at (915) 541-4431.

If your firm is nominated by the subcommittee, you will be required to submit a **fee proposal by 4:00 p.m., Monday, December 29, 2003**. Fee negotiations will be limited to the two (2) week period following submittal of your fee proposal. In accordance with the AESS Selection Ordinance, Section 2.88.030, Paragraph K.2., should agreement on a fee not be reached in this period, negotiations with your firm will cease and begin with the nominated alternate firm. Please be advised that only City Council is authorized to award city contracts.

Sincerely,

Edward Drusina, P.E.
Chairperson, AESS Selection Subcommittee

c: Mayor & City Representatives
Chief Administrative Officer
Assistant City Attorney - Raymond Telles
Acting City Engineer

JOE WARDY
MAYOR



CITY COUNCIL

SUSAN AUSTIN
DISTRICT NO. 1

ROBERT A. CUSHING Jr.
DISTRICT NO. 2

JOSE ALEXANDRO LOZANO
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DISTRICT NO. 4

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DISTRICT NO. 5

PAUL J. ESCOBAR
DISTRICT NO. 6

VIVIAN ROJAS
DISTRICT NO. 7

ANTHONY COBOS
DISTRICT NO. 8

Municipal Services
December 4, 2003

Alegro Engineering
4150 Rio Bravo, Suite 238
El Paso, Texas 79902

Re: **Mechanical Engineering Consulting Services**

Gentlemen:

As Chairperson of the Architect, Engineering and Land Surveying Selection Subcommittee (AESS), I am calling a meeting of the subcommittee to select a consultant for the above referenced project. Your firm has been selected as a finalist to be interviewed by the subcommittee. A Scope of Work for the project is included for your review.

The meeting is scheduled for **Wednesday, December 17, 2003, at 10:30 a.m.**, in the **Engineering Conference Room, 4th Floor, at City Hall**. You should make a presentation which demonstrates your capability to design this project. You will have 20 minutes for your presentation with a 5 minute question and answer period to follow. You should bring any audio / video equipment and accessories required for your presentation. Your previously submitted statement of qualifications will be distributed to the subcommittee for their review.

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Sincerely,

Edward Drusina, P.E.

Chairperson, AESS Selection Subcommittee

c: Mayor & City Representatives
Chief Administrative Officer
Assistant City Attorney - Raymond Telles
Acting City Engineer

City of El Paso
Engineering Department

Qualifications Subcommittee Tabulation Form

Project: Mechanical Engineering Consulting Services

Date: December 3, 2003

	Goodwin Engineering	EMC Engineers	Alegro Engineering	Bath Engineering	Fluid Systems	SGB Engineering	RBM Engineering
Rater # 1	4	2	7	1	3	6	5
Rater # 2	2	3	5	1	4	6	7
Rater # 3	5	1	2	4	3	6	7
Rater # 4	4	3	2	1	6	5	7
Rater # 5							
TOTAL SCORE	15	9	16	7	16	23	26
RANK	3	2	4	1	4	6	7