

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

DEPARTMENT: Fire Department

AGENDA DATE: January 7, 2020

CONTACT PERSON NAME/PHONE: Mario D'Agostino, Fire Chief, 915-212-5610
Bruce D. Collins, Director, Purchasing & Strategic Sourcing 915-212-1181

DISTRICT(S) AFFECTED: All

STRATEGIC GOAL NO. 2: NO. 2 Set the Standard for a Safe and Secure City

SUBJECT:

That the City Manager be authorized to sign a Professional Services Agreement for Public Protection Classification (PPC) Consultant Services, Contract No. 2020-417R, by and between the City of El Paso and Mike Pietsch, P.E. Consulting Services, Inc. to provide assistance with the El Paso Fire Department ISO Survey, for a contract term of one (1) year from the effective date of the Agreement with one (1) option to extend for one (1) additional year, to be compensated on a phase by phase basis for a contract amount not to exceed \$89,500.00.

BACKGROUND / DISCUSSION:

The City of El Paso, in retaining its ISO Class 1 rating, will require consulting services from a Texas Public Protection Classification consultant. This consultant will assist in assessing the City's ability to respond to and mitigate fire risk as an ISO Class 1 rating is directly correlated to commercial and residential insurance rates.

SELECTION SUMMARY:

Solicitation was advertised on 10/29/2019 and 11/5/2019. The solicitation was posted on City website on 10/29/2019. The email (Purmail) notification was sent out on 10/31/2019. There was a total of twenty-nine (29) views. One (1) proposal was received; no local vendor. An Inadequate Competition Survey was conducted.

PROTEST

☐ No protest received for this requirement.

☐ Protest received.

CONTRACT VARIANCE:

N/A

PRIOR COUNCIL ACTION:

Resolution to enter into a Professional Services Agreement on February 25th, 2003 for the amount of \$57,000.00

AMOUNT AND SOURCE OF FUNDING:

Amount: \$89,500.00

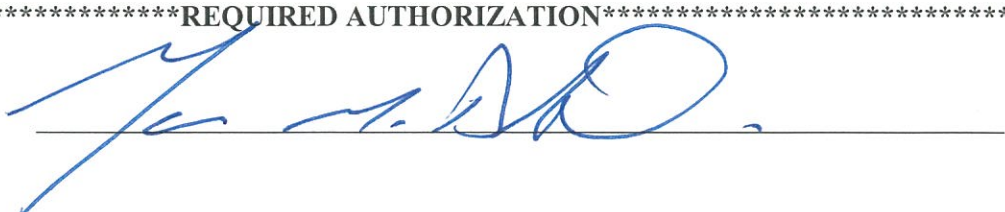
Department: 322 ; Division: 22030; Fund: 1000 ; Account: 521000; Program: P2220

BOARD / COMMISSION ACTION:

N/A

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

DEPARTMENT HEAD:



**COUNCIL PROJECT FORM
(RFQ)**

*******POSTING LANGUAGE BELOW*******

Please place the following item on the **CONSENT** agenda for the Council Meeting of **JANUARY 7, 2020**.

STRATEGIC GOAL: NO. 2 – Set the Standard for a Safe and Secure City

This award will take proactive approaches to prevent fire/medical incidents and lower regional risk. The City of El Paso retention of its ISO Class 1 rating is directly correlated to commercial and residential insurance rates.

Award Summary:

That the City Manager be authorized to sign a Professional Services Agreement for Public Protection Classification (PPC) Consultant Services, Contract No. 2020-417R, by and between the City of El Paso and Mike Pietsch, P.E. Consulting Services, Inc. to provide assistance with the El Paso Fire Department ISO Survey, for a contract term of one (1) year from the effective date of the Agreement with one (1) option to extend for one (1) additional year, to be compensated on a phase by phase basis for a contract amount not to exceed \$89,500.00.

In addition, it is requested that the City Attorney's Office review and that the City Manager be authorized to execute any related contract documents necessary to effectuate this award. In accordance with this award, the City Manager or designee is authorized to exercise future options if needed.

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 for Public Protection Classification (PPC) Consultant Services, Contract No. 2020-417R, by and between the City of El Paso and Mike Pietsch, P.E. Consulting Services, Inc. to provide assistance with the El Paso Fire Department ISO Survey, for a contract term of one (1) year from the effective date of the Agreement with one (1) option to extend for one (1) additional year, to be compensated on a phase by phase basis for a contract amount not to exceed \$89,500.00.

In addition, it is requested that the City Attorney's Office review and that the City Manager be authorized to execute any related contract documents necessary to effectuate this award. In accordance with this award, the City Manager or designee is authorized to exercise future options if needed.

APPROVED this _____ day of _____, 2020.

CITY OF EL PASO:

Dee Margo, Mayor

ATTEST:

Laura D. Prine, City Clerk

APPROVED AS TO FORM:

APPROVED AS TO CONTENT:

for Sal M. Cortez
Leslie B. Jean-Pierre
Assistant City Attorney

Mario D. Agostino
Mario D. Agostino, Fire Chief
El Paso Fire Department

STATE OF TEXAS)
)
COUNTY OF EL PASO) **PROFESSIONAL SERVICES AGREEMENT**
) **RFP 2020-417R**

This Professional Services Agreement (“**Agreement**”), made this _____ day of _____, 2020, by and between the City of El Paso, a municipal corporation organized and existing under the laws of the State of Texas, (“**City**”) and Mike Pietsch, P.E. Consulting Services, Inc., a Texas Corporation (“**Consultant**”).

WHEREAS, the City has determined that it requires assistance in connection with the El Paso Fire Department ISO survey; and

WHEREAS, the City requires, and there is a substantial need for professional services of a consultant in connection with the planning of such project; and

WHEREAS, the City cannot adequately perform the services with its own personnel; and

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

WHEREAS, the consultant has demonstrated to be knowledgeable, competent and qualified in such a project.

NOW, THEREFORE, the parties hereto mutually agree as follows:

SECTION 1. SCOPE OF WORK. The Consultant will perform the Scope of Services as described in **Attachment “A”** (the “**Services**”). The Consultant will provide all materials, employees, permits, licenses and all other items needed to complete the Services.

SECTION 2. CONSIDERATION.

- A. The City will pay the Consultant the amounts as described in **Attachment “B”** for the Consultants performance of the Services. In no event shall the amount paid exceed \$89,500.00. The City shall pay Consultant in accordance with invoices to be submitted by Consultant. Each invoice shall cover services performed for each phase and shall be for an amount calculated for the completion of phases as specified in Attachment B. The City shall pay Consultant the approved invoiced amounts, as limited hereinabove, as soon as reasonably possible but not later than thirty (30) days from receipt in accordance with Chapter 2251 of the Texas Government Code. An invoice for each phase shall be submitted within one (1) month after the completion of each phase following the date of written authorization to proceed.
- B. Out-of-pocket expenses shall be paid by Consultant. Out-of-pocket expenses are defined as telephone calls, computer services, transportation and subsistence,

reproduction of reports and express delivery service. No work beyond that covered by the not-to-exceed amounts for each of the phases listed hereinabove will be undertaken.

SECTION 3. TERM. This Agreement commences on the Effective Date and ends one (1) year from the Effective Date (“**Term**”). Prior to the expiration of the Term, the City Manager, or designee, may extend the Term for one (1) additional year.

SECTION 4. TIME OF PERFORMANCE. The services of Consultant required hereunder are to commence as soon as practicable after the execution of the Agreement and receipt by Consultant of written authorization to proceed. A written authorization to proceed will be issued by the Chief of El Paso Fire Department or his designee. The services furnished shall be performed in such manner and sequence as to ensure their expeditious completion in light of the purposes of this Agreement.

SECTION 5. OTHER DOCUMENTS; CONFLICT. The following documents comprise this Agreement:

- A. City’s Solicitation No. 2020-417R (“**RFQ**”)
- B. Service Provider’s Proposal (“**Proposal**”).
- C. This Agreement.

The Solicitation, and the Proposal are incorporated herein and made part of this Agreement for all purposes; provided, however, that in case of conflict in the language of the Solicitation, the Proposal, and this Agreement, the terms and conditions of this Agreement shall control where they conflict with the Solicitation and Proposal, and the terms and conditions of the Solicitation shall control where they conflict with the Proposal.

SECTION 6. REPRESENTATIONS AND WARRANTIES. The Consultant makes the following representations and warranties to the City as of the Effective Date.

- a. The Consultant represents and warrants to the City that the Consultant has all required licenses, permits, and expertise to perform the Services.
- b. The Consultant represents and warrants to the City that the Consultant shall comply with applicable federal, state and local licenses, certifications, and other qualification requirements as a prerequisite to entering into this Agreement.
- c. The person signing this Agreement on behalf of the Consultant has the authority to sign this Agreement on behalf of the Consultant.

SECTION 7. OWNERSHIP OF WORK PRODUCT. All documents, data, plans, and other materials prepared by Consultant under this Agreement shall become the property of the City and shall be provided to the City upon the completion of the services requested herein. If this Agreement is terminated at any time for any reason prior to final payment to the Consultant, all documents, data, plans, reports and other materials prepared by the Consultant shall, upon termination, be delivered to and become the property of the City upon payment in full for services

rendered. The Consultant shall have the right to retain copies of such documents and other materials for its records.

SECTION 8. DATA TO BE FURNISHED TO CONSULTANT. All data, reports, records, plans, maps, and other information as are available, in the City's custody, and necessary to carry out the scope of services under this Agreement shall be furnished to Consultant without charge by the City in a timely manner. The City shall cooperate with and assist Consultant in obtaining all other information necessary to carry out the scope of services. Consultant shall be entitled to rely on the accuracy of all information provided by the City.

SECTION 9. FINDINGS CONFIDENTIAL. No documents, data, plans, reports or other materials provided to or prepared or assembled by Consultant in connection with this Contract shall be made available to any other individual or organization by Consultant without the prior written approval of the City.

SECTION 10. INDEMNIFICATION. Consultant or its insurer will INDEMNIFY, DEFEND AND HOLD the City, its officers, agents and employees, HARMLESS FOR AND AGAINST ANY AND ALL CLAIMS, CAUSES OF ACTION, LIABILITY, DAMAGES OR EXPENSE, (INCLUDING BUT NOT LIMITED TO ATTORNEY FEES AND COSTS) FOR ANY DAMAGE TO OR LOSS OF ANY PROPERTY, OR ANY ILLNESS, INJURY, PHYSICAL OR MENTAL IMPAIRMENT, LOSS OF SERVICES, OR DEATH TO ANY PERSON ARISING OUT OF OR RELATED TO THIS AGREEMENT, even where such damage, injury, loss, illness, physical or mental impairment, loss of service, or death results from or involves NEGLIGENCE, or allegations of negligence on the part OF THE CITY, its officers, agents, or employees. Without modifying the conditions of preserving, asserting or enforcing any legal liability against the City as required by the City Charter or any law, the City will promptly forward to Consultant every demand, notice, summons or other process received by the City in any claim or legal proceeding contemplated herein. Consultant will 1) investigate or cause the investigation of accidents or occurrences involving such injuries or damages; 2) negotiate or cause to be negotiated the claim as the Consultant may deem expedient; and 3) defend or cause to be defended on behalf of the City all suits for damages even if groundless, false or fraudulent, brought because of such injuries or damages. Consultant will pay all judgments finally establishing liability of the City in actions defended by Consultant pursuant to this section along with all attorneys' fees and costs incurred by the City including interest accruing to the date of payment by Consultant, and premiums on any appeal bonds. The City, at its election, will have the right to participate in any such negotiations or legal proceedings to the extent of its interest. The City will not be responsible for any loss of or damage to the Consultant's property from any cause. This provision survives the term of the Agreement.

SECTION 11. RELEASE. The Consultant releases the City from all claims of property damage, property loss, personal injury, illness, and death sustained by the Consultant while performing the Services under this Agreement regardless of whether such property damage, property loss, personal injury, illness, or death was caused by the negligence of the City or the City's officers, employees, and/or agents. **This provision survives the term of the Agreement.**

SECTION 12. INSURANCE. The Consultant will provide the City and maintain throughout the Term of this Agreement the insurance policies as described in this Section. Prior to performing any Services, Consultant will provide the City copies of all insurance policies along with all endorsements and certificates of insurance. The Consultant will provide the City all certificates evidencing renewal or replacement of said policies of insurance at least 15 days prior to the expiration or cancellation of any such policies.

- A. Liability Insurance from a solvent company authorized to do business in the State of Texas. The liability insurance must provide coverage for the Consultant and its employees in the minimum amounts of \$1,000,000.00 per occurrence for bodily injury or wrongful death and One Million Dollars \$1,000,000 per occurrence for property damage. The Consultant will ensure that the liability insurance provides coverage for premises liability, operations liability, products and completed operations liability, personal and advertising injury, contractual liability, broad form property damage liability, and independent contractor liability.
- B. Workers Compensation. If required by law, the Consultant will obtain a third-party policy of Workers' Compensation insurance coverage providing Statutory Benefits according to the Workers Compensation Act of the State of Texas and/or any other state or federal law as may be applicable to the work and shall cover all of the persons engaged in the work.
- C. Auto Liability. Automobile Liability Insurance covering all owned, hired, and non-owned motor vehicles used by Consultant, its employees, contractors or agents, in connection with the work being performed under this Agreement with limits of liability not less than \$1,000,000.00 for each occurrence Combined Single Limit for Bodily Injury and Property Damage.
- D. Professional Liability Insurance. Professional Liability Insurance for the benefit of the City 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 \$1,000,000.00 on a claims made basis.
- E. Form of Policies. The Consultant may provide the insurances required in this Section in one or more policies of insurance, the form of which must be approved by the City's Risk Manager.
- F. Issuers of Policies. The issuer of any policy must have a certificate of authority to transact insurance business in the State of Texas. Each issuer must be responsible, reputable, and have financial capability consistent with the risks covered. The City may reject an issuer of an insurance policy in the City's sole discretion.
- G. Insured Parties. Each policy, except those for Workers' Compensation, must name the City of El Paso (and their elected and appointed officials, officers, agents and employees) as Additional Insured parties on the original policy and all renewals or replacements during the term of this Agreement.

- H. Material Change in Policy(ies). The Consultant will require the insurance policy issuer to provide the City 30 calendar days advance notice of any reduction in coverage under an insurance policy.
- I. Cancellation. Each policy must expressly state that it may not be canceled or non-renewed unless thirty (30) days advance notice of cancellation or intent not to renew is given in writing to the City's Purchasing Manager by the insurance company.
- J. Subrogation. Each policy must contain an endorsement to the effect that the issuer waives any claim or right in the nature of subrogation to recover against the City, their elected and appointed officials, officers, agents or employees.
- K. Endorsement of Primary Insurance. Each policy must contain an endorsement that such policy is primary insurance to any other insurance available to the Additional Insured with respect to claims arising hereunder and that the insurance applies separately to each insured.

SECTION 13. TERMINATION. This Agreement may be terminated as provided in this Section.

- A. TERMINATION FOR CONVENIENCE. Either party may terminate this Agreement for any reason, upon 15 calendar days' prior written notice to the non-terminating party. The non-terminating party will cease all services upon receipt of notice of termination under this provision. Upon such termination, the Consultant will provide one final invoice for all services completed and reimbursable expenses incurred prior to the notice of termination. City will compensate Consultant in accordance with this Agreement. The City 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 Consultant from the City is determined. The City is not obligated to pay for any service that are not in compliance with the terms of this Agreement.
- B. TERMINATION BY EITHER PARTY FOR CAUSE. Either party may terminate this Agreement in whole or in part for cause. Such a termination may be made for failure of one party to fulfill its contractual obligations, pursuant to this Agreement, and through no fault of the other party. Prior to termination under this provision, the terminating party will: a) provide written notice of intent to terminate enumerating the failures for which the termination is being sought; and b) provide a minimum of 30 consecutive calendar days to the non-terminating party to cure such failure. The City may 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 City pursuant to this subsection, the City may withhold payments to the Consultant for the purpose of setoff until such time as the exact amount due the Consultant from the City is determined.

- C. **NON-APPROPRIATION OF FUNDS.** If funds are not appropriated by the City to cover payment obligation(s) under this Agreement, then the City may terminate this Agreement. If the City terminates this Agreement under this provision, then the City is not obligated to make any payments described in this Agreement.
- D. **TERMINATION NOT A RELEASE.** Termination by either party is not a release of any claims that the terminating party may be lawfully entitled to assert against the terminated party. Further, the terminated party is not relieved of any liability for damages sustained by the terminating party by virtue of any breach of this Agreement.

SECTION 14. GENERAL PROVISIONS

A. TITLE VI OF THE CIVIL RIGHTS ACT OF 1964, 78 STAT. 252, 42 U.S.C. 2000D TO 2000D-4 AND TITLE 49, CODE OF FEDERAL REGULATIONS, DEPARTMENT OF TRANSPORTATION.

During the performance of this Agreement, Consultant, for itself, any permitted assignees and successors in interest (hereinafter referred to as the "Consultant") agrees as follows:

- (1) **Compliance with Regulations:** Consultant will comply with the Regulations relative to nondiscrimination in Federally-assisted programs of the Department of Transportation (hereinafter, "DOT") Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (the "Regulations"), which are incorporated by reference and made a part of this Agreement.
- (2) **Nondiscrimination:** As it pertains to the obligations under this Agreement, Consultant will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. Consultant will not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.
- (3) **Solicitations for Subcontractors, Including Procurements of Materials and Equipment:** In all solicitations either by competitive bidding or negotiation made by Consultant for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier must be notified by Consultant of Consultant's obligations under this Agreement and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.
- (4) **Information and Reports:** Consultant will provide all information and reports required by the Regulations or directives issued pursuant to the Regulations, and will permit access to its books, records, accounts other sources of information, and its facilities as may be determined by City to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a Consultant is in the exclusive possession of another who fails or refuses to furnish this information

Consultant will so certify to City, as appropriate, and will set forth what efforts it has made to obtain the information.

- (5) **Sanctions for Noncompliance:** In the event of Consultant's noncompliance with the nondiscrimination provisions of this Agreement, the City will impose such contract sanctions as it may determine to be appropriate, including but not limited to:
 - a. Withholding of payments to the Consultant under the contract until the Consultant complies, and / or
 - b. Cancellation, termination or suspension of the contract in whole or in part.
- (6) **Incorporation of Provisions:** Consultant will include the provisions of paragraphs (1) through (6) in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directive issued pursuant thereto. Consultant shall take such action with respect to any subcontract or procurement as City may direct as a means of enforcing such provisions including sanctions for non-compliance: Provided, however, that in the event a Contractor becomes involved in, or is threatened with litigation with a subcontractor or supplier as a result of such direction, the Consultant may request City to enter into such litigation to protect the interests of City and in addition, Consultant may request the United States to enter into such litigation to protect the interests of the United States.

- B. COMPLIANCE WITH LAWS.** Consultant will comply with all applicable federal and state statutes, ordinances, administrative orders, rules or regulations, in addition to any local laws or ordinances relating to its activities and performance under this contract and will procure all licenses and pay all fees or other charges as required, if applicable.
- C. INDEPENDENT CONTRACTOR RELATIONSHIP.** Nothing in this Agreement creates an employer-employee relationship between the parties. The City is not subject to any obligations or liabilities of the Consultant incurred in the performance of this Agreement.
- D. CONFIDENTIALITY.** The City will handle all release of information obtained under this Agreement as required under the Texas Public Information Act. The Consultant agrees to the release of this Agreement pursuant to a request made under the Texas Public Information Act. This clause survives the completion or termination of this Agreement.
- E. AUDITING RECORDS FOR THE SPECIFIC PROJECT.** During the entire term of this Agreement and for not less than four (4) years thereafter, Consultant shall maintain its records pertaining to the services performed and will make available to the City for inspection and copying all records which have a bearing on matters pertaining to the Services performed under this Agreement.
- F. SUCCESSORS AND ASSIGNS.** This Agreement is binding on the City and the Consultant, and the Consultant's successors and assigns. Neither party may assign, sublet, or transfer its interest or obligations in this Agreement without the written consent of the other.

G. VENUE. This Agreement is entered in the City and County of El Paso, Texas. Venue for any dispute pertaining this Agreement is in El Paso County, Texas.

H. GOVERNING LAW. This Agreement is governed by Texas law.

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

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

K. NOTICES. The parties will send all notices required or allowed under this Agreement, in writing and by certified mail or in person, to the addresses described in this Section. All notices are deemed received 3 calendar days following the postmark date on the notice.

To the City: The City of El Paso
 Attn: City Manager
 P. O. Box 1890
 El Paso, Texas 79950-1890

With a Copy to: Mario D'Agostino
 Chief of the El Paso Fire Department
 8600 Montana
 El Paso, Texas 79925

To the Consultant: Mike Pietsch
 P.E. Consulting Services, Inc.
 3101 S. Country Club Rd.
 Garland, TX 75043-1311

Either party may change the address above by sending written notification to the other party.

L. NO THIRD PARTY BENEFICIARIES. This Agreement is entered for the benefit of the City and the Consultant only. No third party has any rights to enforce any obligations or rights under this Agreement.

M. GOVERNMENTAL FUNCTION. The parties agree that the City is entering this Agreement in the exercise of its governmental functions under the Texas Tort Claims Act. The parties also agree that the City is entering into this Agreement as a governmental entity performing a governmental function.

N. ENTIRE AGREEMENT. This Agreement constitutes the entire agreement by the parties.

WITNESS THE FOLLOWING SIGNATURES AND/OR SEALS:

CITY OF EL PASO:

Tomás González
City Manager

CONSULTANT:

Mike Ricketts

APPROVED AS TO FORM:

for *Leslie B. Jean-Pierre*

Leslie B. Jean-Pierre
Assistant City Attorney

APPROVED AS TO CONTENT:

Mario D. Agostino
Mario D. Agostino, Fire Chief
El Paso Fire Department

(City's acknowledgement on the following page)

ACKNOWLEDGEMENT

STATE OF TEXAS)
)
COUNTY OF EL PASO)

This instrument was acknowledged before me on _____ day of _____, 2020,
by Tomás González, City Manager of the City of El Paso, a home-rule municipal corporation, on
behalf of said corporation.

Notary Public, State of Texas

Notary's name (printed)

Notary's Commission Expires:

(Service Provider's signature and acknowledgment on the following page)

CONSULTANT:

Mike Pietsch
President

Mike Pietsch, P.E.

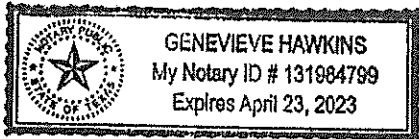
ACKNOWLEDGEMENT

STATE OF TEXAS)
)
COUNTY OF EL PASO)

This instrument was acknowledged before me on 17 day of December, 2019
by Mike Pietsch, President, on behalf Mike Pietsch P.E. Consulting Services, Inc.

Genevieve Hawkins
Notary Public, State of Texas
Genevieve Hawkins
Notary's name (printed)

Notary's Commission Expires: 4/23/2023



ATTACHMENT “A”

SCOPE OF WORK

Purpose

A qualified firm to provide consulting services to evaluate the city’s water supply, fire department and communication center in an effort to maintain the City’s Texas Public Protection Classification (PPC) Rating of ISO Class 1. Higher scores in the PPC rating suggest lower fire protection capacities and increased community risk. A rating higher than ISO Class 1 can negatively impact insurance rates for the residents and businesses in the City of El Paso. To provide Public Protection Classification (PPC) consultant to maintain an Insurance Services Office (ISO) Class 1 rating.

Consultant is to assist with the upcoming ISO survey. The evaluation will look at the community’s fire suppression, resource deployment, fire prevention and water supply systems.

The City estimates the following phases will be required during the course of this agreement.

- Phase 1 Grading Summary with a List of Suggested Improvements
- Phase 2 Assistance with Pre-Survey Packet from ISO
- Phase 3 Assistance with ISO Field Representative during field survey

The phases for completion of work are estimated and may change as needed.

Scope of Work and Minimum Requirements

I. Consulting for Public Protection Classification (PPC) Rating – Insurance Services Office (ISO) Class 1

Scope of Services and Method of Compensation

- A. Contractor will properly locate existing and future fire stations.
- B. Evaluate alternative water supply to determine if it meets the minimum ISO requirements to eliminate Class 9 areas.
- C. Evaluate the Public Protection Classification (PPC) that ISO last developed for the community.
- D. Generate an updated PPC for the community based on existing fire defense infrastructure and prepare a list of suggested improvements, which, if implemented, would improve the community’s PPC.

- E. Explain all 17 items, including Community Risk Reduction, which in total comprise the ISO rating to two decimal places.
- F. Explain, to two decimal places, how improvements in fire defenses, planned or implemented, will affect the community's PPC rating.
- G. Assist the fire jurisdiction throughout the ISO survey process -- from the letter to request a survey to the exit interview.
- H. Complete all the necessary forms, allowing the various departments within the community to continue with their normal daily activities.
- I. Represent the community during the ISO survey, to allow city officials to concentrate on their normal daily activities.
- J. Develop the Texas Exception credits -- specific to the State of Texas
- K. Explain the complexities of the Fire Suppression Rating Schedule (FSRS). For example:
 - a. Paid, Volunteer and Combination Departments
 - b. Automatic Aid vs. Mutual Aid
 - c. Training -- How to present your data
 - d. Pump Testing -- What is actually required
 - e. Water Supply Calculations
 - f. Water Distribution System Testing (Flow Tests)
 - g. Locating Fire Stations to Minimize Costs and Maximize ISO credits
 - h. Fire Service Communications
 - i. Evaluation of ISO's Needed Fire Flow Report versus the fire demand Base line of the ISO rate making process
 - j. Community Risk Reduction
 - k. Hauled Water

General Information

- A. The Consultant shall perform a grading summary and provide the department a list of suggested improvements.
- B. The Consultant shall collect the necessary information from the grading summary and fill out the Pre-Survey Packet.
- C. Consultant shall perform all duties as specified under this contract and assist the department with the ISO process with the objective of obtaining the best ISO rating possible.

- D. Consultant shall perform services as per specifications and only as specified by the terms and conditions in this contract, for up to and including all three phases of the ISO consultation process.
- E. The Consultant must provide on-site support before and during the ISO field representative survey.
- F. Should the Consultant need to outsource any portion of the PPC consulting, the Consultant must first obtain City approval and ensure there is not additional cost or hardship to the City.

ATTACHMENT “B”

COST PROPOSAL

ITEM NO.	DESCRIPTION	Total
1.	Phase 1 - Grading Summary with a List of Suggested Improvements	\$ <u>49,000.00</u>
2.	Phase 2 - Assistance with Pre-Survey Packet from ISO	\$ <u>33,000.00</u>
3.	Phase 3 - Assistance with ISO Field Representative during field survey	\$ <u>7,500.00</u>
Grand Total		\$ <u>89,500.00</u>