

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

DEPARTMENT: Capital Improvement Department

AGENDA DATE: August 9, 2016

CONTACT PERSON NAME AND PHONE NUMBER: Monica Lombraña, A.A.E Capital Improvement Director
212-1564

DISTRICT(S) AFFECTED: 3, 7, 8

SUBJECT:

That the City Manager be authorized to sign a two year Agreement for Professional Services by and between the City of El Paso and **ABACUS PROJECT MANAGEMENT, INC.**, an Arizona Corporation, for the “**Project Management Services for the Chamizal/Express Library Community Center, Alameda/Express Library Community Center and Loma Land Community projects**” for a term of three years, for an amount not to exceed **ONE MILLION TWO HUNDRED THIRTY SEVEN THOUSAND THRITY EIGHT AND 00/100 DOLLARS (\$1,237,038.00)**; and that the City Engineer be authorized to approve additional Basic Services and Reimbursables for an amount not to exceed Fifty Thousand and No/100 Dollars (\$50,000.00) and to approve Additional Services for an amount not to exceed Fifty Thousand and No/100 Dollars (\$50,000.00) if such services are necessary for proper execution the project and that the increased amounts are within the appropriate budgets of the project for a total amount of One Million Three Hundred Thirty Seven Thirty Eight and 00/100 Dollars (\$1,337,038.00); and that the City Manager be authorized to establish the funding sources and make any necessary budget transfers and execute any and all documents necessary for execution of this agreement.

BACKGROUND / DISCUSSION:

To engage and hire a professional management firm to manage the project development, design, and construction of the three Quality of Lite recreation centers. The management firm will develop project schedules enforce scope, and adhere to established budgets. The firm will setup and meet with the public, City Representative, and all stakeholders to develop scope. The firm will oversee design consultant and construction contractor. The firm will provide regular updates to City Council, City Management, public, and stakeholders.

PRIOR COUNCIL ACTION:

City Council-Meeting-February 5, 2013-Staff recommended projects be managed by outside consulting firm.

AMOUNT AND SOURCE OF FUNDING:

2012 Quality of Lite: \$11,000,000 Alameda Recreation Center/Library Combo
\$11,000,000 Lomaland Recreation Center
\$11,000,000 Chamizal Area Recreation Center/Library Combo

BOARD / COMMISSION ACTION:

N/A

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

DEPARTMENT HEAD:

(If Department Head Summary Form is initiated by Purchasing, client department should sign also)

Information copy to appropriate Deputy City Manager

RESOLUTION

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

That the City Manager be authorized to sign a two year Agreement for Professional Services by and between the City of El Paso and **ABACUS PROJECT MANAGEMENT, INC.**, an Arizona Corporation, for the **“Project Management Services for the Chamizal/Express Library Community Center, Alameda/Express Library Community Center and Loma Land Community projects”** for a term of three years, for an amount not to exceed **ONE MILLION TWO HUNDRED THIRTY SEVEN THOUSAND THIRTY EIGHT AND 00/100 DOLLARS (\$1,237,038.00)**; and that the City Engineer be authorized to approve additional Basic Services and Reimbursables for an amount not to exceed Fifty Thousand and No/100 Dollars (\$50,000.00) and to approve Additional Services for an amount not to exceed Fifty Thousand and No/100 Dollars (\$50,000.00) if such services are necessary for proper execution the project and that the increased amounts are within the appropriate budgets of the project for a total amount of One Million Three Hundred Thirty Seven Thirty Eight and 00/100 Dollars (\$1,337,038.00); and that the City Manager be authorized to establish the funding sources and make any necessary budget transfers and execute any and all documents necessary for execution of this agreement.

ADOPTED THIS _____ DAY OF _____ 2016.

CITY OF EL PASO:

Oscar Leaser,
Mayor

ATTEST:

Richarda Duffy Momsen,
City Clerk

APPROVED AS TO FORM:

Sol M. Cortez
Assistant City Attorney

APPROVED AS TO CONTENT:

Monica Lombraña, A.A.E., Director
Capital Improvement Department

2016 AUG -8 AM 11:45

THE STATE OF TEXAS)
)
COUNTY OF EL PASO)

**AN AGREEMENT FOR
PROFESSIONAL SERVICES
CONSTRUCTION MANAGEMENT**

This Agreement is made this ____ day of _____, 2016 by and between the **CITY OF EL PASO**, a municipal corporation organized and existing under the laws of the State of Texas, hereinafter referred to as the "**Owner**", and **ABACUS PROJECT MANAGEMENT, INC.**, an Arizona Corporation, hereinafter referred to as the "**Consultant**".

WHEREAS, the Owner intends to engage the Consultant to perform professional project management services for the project known "**Project Management Services for the Chamizal/Express Library Community Center, Alameda/Express Library Community Center and Loma Land Community projects**", hereinafter referred to as the "**Project**", as further described in Attachments "**A**" and "**C**"; and

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

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

**ARTICLE I.
ATTACHMENTS**

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

Attachment "A"	Scope of Services prepared by Consultant
Attachment "B"	Consultant's Fee Proposal and Hourly Rates
Attachment "C"	Consultant's Basic and Additional Services
Attachment "D"	Payment and Deliverable Schedules
Attachment "E"	Insurance Certificate

**ARTICLE II.
PROJECT**

2.1 The Owner hereby agrees to retain the Consultant and the Consultant agrees to perform professional services for the Project as professional consultant for the Project. The Consultant shall complete the Scope of Services as further described in Attachments "**A**" and "**C**".

2.2 The Consultant shall comply with the City of El Paso Capital Improvement Department Construction Document Guidelines in effect on the execution date of this Agreement in the

performance of the services requested under this Agreement. Such Guidelines are available in the Capital Improvement Department.

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

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

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

ARTICLE III. CONSULTANT FEES AND PROJECT BUDGET

3.1 **PAYMENT TO CONSULTANT.** The Owner shall pay to the Consultant an amount not to exceed **ONE MILLION TWO HUNDRED THIRTY SEVEN THOUSAND THIRTY EIGHT AND 00/100 DOLLARS (\$1,237,038.00)** for all basic services and reimbursables performed pursuant to this Agreement. The Consultant's fee proposal for the performance of all Basic Services and reimbursables is attached hereto as **Attachment "B"**. Payments to the Consultant shall be made pursuant to **Attachment "D"**.

The City Engineer may, without further authorization from the City Council and in a form approved by the City Attorney, increase the total payment identified for all basic services and reimbursables performed pursuant to this Agreement in an amount not to exceed **FIFTY THOUSAND AND NO/100 DOLLARS (\$50,000.00)**, if such services are necessary for proper execution of the Project and the increased amounts are within the appropriate budget identified for the identified Project.

In addition, if authorized in advance by the City Engineer, in a form approved by the City Attorney, the Consultant may perform such Additional Services as also enumerated within **Attachment "C"** in an amount not to exceed **FIFTY THOUSAND AND NO/100 DOLLARS (\$50,000.00)**, if such services are necessary for proper execution of the Project and the increased amounts are within the appropriate budget identified for the Project. Additional Services exceeding **FIFTY THOUSAND AND NO/100 DOLLARS (\$50,000.00)** must have prior approval by City Council through written amendment to this Agreement.

The parties agree and understand that all fees and compensation to the Consultant shall only become due and payable in accordance with the terms of this Agreement and the fees to be charged for the Project shall be pursuant to the Consultant's fee proposal for such Basic and Additional Services at the rates which is attached hereto as **Attachment "B"**.

3.2 CONSULTANT'S SERVICES. The Basic Services to be provided by the Consultant for this Agreement are attached hereto as **Attachment "C"**.

3.3 CONSULTANT'S INVOICES. The Consultant shall bill the Owner not more often than monthly, through written invoices pursuant to **Attachment "D"**. Invoices shall indicate the costs for outside consultants with copies of their invoices as back-up materials as well as other authorized direct costs for hourly rate contracts. All invoices shall be made in writing. Within ninety days (90) of substantial completion of construction, all outstanding invoices for all work completed to date by the Consultant shall be submitted to the Owner.

3.3.1 Each invoice shall contain a brief summary indicating, at a minimum, the total amount authorized for the Consultant, the current invoiced amount and the amount billed to date. In addition to the Summary, each invoice shall provide a Progress Report. The Progress Report shall describe, at a minimum, the progress of the Project to date also indicating the percentage of completion of the Project. The established schedule for completion shall not be revised except by written amendment to this Agreement, executed by both parties.

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

3.4 PROJECT BUDGET. The Consultant acknowledges that the total project budget for the Project is as follows:

- **Chamizal/Express Library Community Center \$11,000,000.00**
- **Alameda/Express Library Community Center \$11,000,000.00**
- **Loma Land Community Center \$11,000,000.00**

The total Project budget includes all construction, engineering, administrative costs, and land acquisition. The anticipated construction time for the Project is **1,095 consecutive calendar days**.

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

ARTICLE IV.

PERIOD OF SERVICE AND TERMINATION

4.1 PERIOD OF SERVICE. The term of this Agreement shall be for a period not to exceed **three (3) years** from the date first shown above. Should the Consultant's services be suspended for a period longer than one year, either during the initial two year term or during any option period, the City and Consultant may renegotiate remaining fees due to changes in salaries or increased costs that may occur during the suspension period.

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

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

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

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

ARTICLE V. INSURANCE AND INDEMNIFICATION

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

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

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

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

- a) **Commercial General Liability**
\$1,000,000.00 Per Occurrence
\$2,000,000.00 General Aggregate
\$2,000,000.00 Products/Completed Operations Aggregate
\$1,000,000.00 Personal and Advertising Injury

Personal Injury or Death & Property Damage
\$1,000,000.00 per occurrence combined single limit for bodily injury and property damage.
- b) **AUTOMOBILE LIABILITY**
Combined Single Limit
\$1,000,000.00 per accident

5.1.3 PROFESSIONAL LIABILITY INSURANCE. The Consultant shall procure and shall maintain, at the Consultant's sole expense, Professional Liability Insurance for the benefit of the Owner to cover the errors and omissions of the Consultant, its principals or

officers, agents or employees in the performance of this Agreement with a limit of ONE MILLION AND 00/100 DOLLARS (\$1,000,000.00) on a claims made basis.

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

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

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

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

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

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

to Owner's Claims, then the total liability, in the aggregate, of Consultant to Owner and anyone claiming by, through, or under Owner for any and all such uninsured Owner's claims shall not exceed \$250,000.00 per person or \$500,000.00 per incident with property damage liability limited to \$100,000.00 per incident.

ARTICLE VI. FEDERAL PROVISIONS

6.1 COMPLIANCE WITH APPLICABLE LAWS - FEDERAL FUNDING REQUIREMENTS

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

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

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

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

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

--The Federal Highway Administration through a Local Project Funding Agreement through the Texas Department of Transportation.

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

6.1.1 CONTRACT ASSURANCE. The Consultant or subconsultant shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the

consultant to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate.

6.1.2 DBE GOOD FAITH EFFORTS. It is the policy of the Owner to practice nondiscrimination based on race, color, sex or national origin in the award of this contract. The requirements of 49 CFR Part 26, regulations of the U.S. DOT, may also apply to this Project, in which case the award of this contract will be conditioned upon Consultant satisfying the DBE requirements. A DBE contract goal of 0.00% has been established for this Project. The Consultant shall make good faith efforts, as defined in Appendix A, 40 CFR Part 26, to meet the contract goal for DBE participation in the performance of this Agreement.

The Consultant will be required to submit the following information: (1) the names and addresses of DBE firms that will participate in the contract; (2) a description of the work that each DBE firm will perform; (3) the dollar amount of the participation of each DBE firm participating; (4) written documentation of the Consultant's commitment to use a DBE subconsultant whose participation it submits to meet the contract goal; (5) written confirmation from the DBE that it is participating in the contract as provided in the commitment made under (4); and (6) if the contract goal is not met, evidence of good faith efforts. The Consultant shall submit the information with its proposal as a condition of responsiveness.

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

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

ARTICLE VII. GENERAL PROVISIONS

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

these services with reasonable diligence and expediency consistent with sound professional practices and consistent with the schedule provided herein.

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

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

7.4 AUDITING RECORDS FOR THE SPECIFIC PROJECT. Consultant's records subject to audit shall include but not be limited to records which, have a bearing on matters of interest to the Owner in connection with the Consultant's work on this Project for the Owner and shall be open to inspection and subject to audit and/or reproduction by Owner's agent or its authorized representative to the extent necessary to adequately permit evaluation and verification of (a) Consultant's compliance with contract requirements, and (b) compliance with provisions for computing Direct Personnel Expense with reimbursables, if applicable.

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

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

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

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

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

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

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

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

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

With a Copy to: The City of El Paso
 Attn: City Engineer
 P. O. Box 1890
 El Paso, Texas 79950-1890

To the Consultant: Abacus Project Management, Inc.
 Attn: Adam Brill
 Arizona Operations
 3030 North Central Ave., Suite 803
 Phoenix, AZ 85012

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

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

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

WITNESS THE FOLLOWING SIGNATURES AND/OR SEALS:

CITY OF EL PASO:

Tomás González
City Manager

CONSULTANT:
Abacus Project Management, Inc.

By Adam Brill
Title: Director/ Manager of Arizona
Operations

By: Russell Thompson
Title: Managing Principal

APPROVED AS TO FORM:

Sol M. Cortez
Assistant City Attorney

APPROVED AS TO CONTENT:

Monica Lombraña, A.A.E., Director
Capital Improvement Department

CITY CLERK DEPT.
2016 AUG -3 AM 11:46


(Acknowledgements on following page)

ACKNOWLEDGEMENTS

**THE STATE OF TEXAS §
 §
COUNTY OF EL PASO §**

THE STATE OF ARIZONA §
§
COUNTY OF MARICOPA §

This instrument was acknowledged before me on this 5th day of August, 2016,
by Adam Brill, as Director of Abacus Project Management, Inc.



Notary Public, State of Arizona

My commission expires:

02/24/2020



MARIA F. TORRES de PRECIADO
Notary Public - Arizona
Maricopa County
Expires 02/24/2020

CITY CLERK DEPT.

2016 AUG -8 AM 11:46

This instrument was acknowledged before me on this ____ day of _____, 2016,
by **Tomás González, as City Manager of the City of El Paso, Texas.**

Notary Public, State of Texas

My commission expires:

THE STATE OF ARIZONA §
§
COUNTY OF MARICOPA §

This instrument was acknowledged before me on this ____ day of _____, 2016,
by **Russell Thompson, as Managing Principal of Abacus Project Management, Inc.**

Notary Public, State of Arizona

My commission expires:

2016 AUG -8 AM 11:47

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of ORANGE

On 08/04/2016 before me, SHANE THOMAS JOHNSON, A NOTARY PUBLIC
(insert name and title of the officer)

personally appeared RUSSELL THOMPSON,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are
subscribed to the within instrument and acknowledged to me that he/she/they executed the same in
his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the
person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

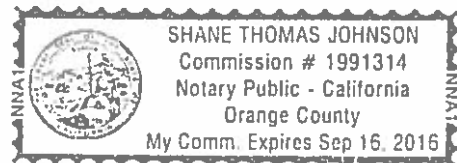
I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing
paragraph is true and correct.

WITNESS my hand and official seal.

Signature



(Seal)



ATTACHMENT "A"
SCOPE OF SERVICES

"Attachment A"
PROJECT SCOPE

TITLE: Project Management Services for three new Community Centers

PROGRAM: 2012 Quality of Life Bond- Parks Program:

- New Community Center Loma Land Park at 709 Lomita Drive
- New Community Center with Express Library at 2119 Cypress (Chamizal Area)
- New Community Center with Express Library at 7380 Alameda (Alameda Area)

APPROVED TOTAL PROJECT BUDGET: **\$33,000,000**

Total Budget Breakdown:

• Loma Land Community Center	\$11,000,000
• Chamizal/Express Library Community Center	\$11,000,000
• Alameda/Express Library Community Center	\$11,000,000
<i>Total</i>	<i>\$33,000,000</i>

Total Construction Budget Breakdown:

A detailed cost analysis will be required by the selected firm to determine the construction budget, which is not to exceed the current budget and scope for each community center. Final budget for each center will be approved by the Director of Capital Improvement or designee.

The proposed project budgets will include all costs needed for a turnkey completion. The budgets include but are not limited to the following costs:

- Engineering costs (master planning, design, management, contract administration, inspection, testing, environmental)
- Construction
- Project closeout
- Voice and data
- Furniture, fixtures, and equipment
- Public art

GENERAL SCOPE:

On November 6, 2012 the Citizen of El Paso approved the 2012 Quality of Life Bond Issue. The City of El Paso has assigned and authorized the City of El Paso Capital Improvement Department to manage the successful development, implementation, and completion of the 2012 Quality of Life Bond Issue program. Because of the nature, type, and size of some of the programs and projects the Capital Improvement Department will be procuring and delegating project management responsibilities and assignments to consultants. The consultants shall be responsible to fully manage, oversee, and provide project engineering services from the inception of the program and/or project to its full completion. The project management consultant with the approval of the Capital Improvement Department shall be responsible for developing engineering scope, estimate, design criteria and requirements, project schedule, and construction criteria. The project management consultant shall also be responsible to provide monthly reports to the Capital Improvement Department on the progress and status of the program and/or projects. Conduct community recreation center tours to familiarize stakeholders with current trends towards design and operations; at multiple locations, as agreed with City Representative(s).

Management, Inspection, and Contract Administration and Compliance shall be provided for the following projects:

- New Community Center Loma Land Park at 709 Lomita Drive
- New Community Center with Express Library at 2119 Cypress (Chamizal Area)
- New Community Center with Express Library at 7380 Alameda (Alameda Area)

1.0 KNOWLEDGE AND SKILLS

The consultant shall have knowledge in the engineering and construction field and be familiar with engineering and construction practices. The consultant shall be familiar and have experience with the following:

- Smart Growth Principles
- Current International Building Code
- City of El Paso Subdivision Ordinance
- City of El Paso Grading Ordinance
- Capital Improvement Design Manual for Construction
- City of El Paso Park's Standards for Construction
- City of El Paso Zoning, Land Use Requirements, Historic Landmark Commission Requirements
- Plan El Paso
- City of El Paso Public Art Ordinance and Program Guidelines

- Texas Commission and Environmental Quality (TCEQ) requirements
- Texas Department of Health Requirements
- ADA and Texas Accessibility Standards (TAS)
- Relative Historic requirements
- Other local, state, and federal codes, ordinances, and requirements

The consultant shall have the following skills, and abilities:

- Plan, develop, and organize charrettes
- Review engineering drawings and specifications
- Ability to organize, setup, and facilitate community meetings
- Excellent communication skills
- Ability and willingness to meet with public
- Ability to multi-task several activities
- Prepare meeting agendas and meeting minutes
- Excellent negotiation skills
- Excellent organizational skills
- Ability to follow-up on pending items
- Ability to economize project resources
- Excellent public relations skills

2.0 GENERAL SERVICES AND PRODUCTS REQUIRED:

2.1 Investigation:

Soon after the consultant receives the project authorization from the City Capital Improvement Department to start, the consultant shall investigate, research, and compile all necessary requirements and criteria to make the project a success. The following are just a few of the items that need to be researched:

- Parks and Recreation Master Plan
- Community recreation center design which includes library and senior activity components
- Bond Issue project language approval
- City's expectations (includes Council, Engineering Department, User Departments, and other stakeholder's expectations)
- Budget
- Project costs
- Scope Preparation
- Schedules
- Stakeholders
- Project roles
- Land issue requirements (Zoning, subdivision, and government use)

- Building code requirements
- Smart Growth guiding principles
- LEED or Green Globe requirements
- Public Art requirements, as expressed in documents developed by MCAD
- Other codes and ordinances (Park's Standards for Construction, ECM Drainage Manual, ECM Standards for Construction)
- Library standards
- Community meetings
- Bid type (Low bid proposal, Competitive Sealed Proposal, Unit Price or Lump Sum, Construction Manager at Risk, Design Build)
- Design consultant's qualifications
- Contractor and subcontractor experience and qualifications
- Utility and service line requirements
- Design product requirements
- Construction product requirements

The consultant shall submit to the Capital Improvement Department a project manual that includes all investigations performed and compiled. The project manual will serve as the overall project plan. The manual will have checklists. During the duration of the project both the consultant and Capital Improvement will refer to the manual.

2.2 Scopes of Work:

The project manager shall be responsible to prepare very detailed scopes of work for, but not limited to, the following:

- Master plan
- Program development/space layout
- Design
- Geotechnical investigations
- Environmental investigations
- Property surveys
- Environmental abatements and mitigations
- Construction
- Testing
- RAS
- Request for Proposals

The scopes shall be detailed, thorough and comprehensive. The scopes shall reflect the City's expectations and objectives. Specific timelines shall be indicated on the scopes. Specific deliverables shall also be included on the

scope. Vague and ambiguous terms and languages shall be avoided to avoid misinterpretation.

The consultant shall prepare detailed questionnaires and submit to the Capital Improvement Department, user departments, and other stakeholders to determine scope. The consultant shall also meet with all stakeholders to determine scope. The consultant shall regularly consult with user departments so that costs do not exceed budget especially in design services.

All scopes of work prepared by consultant shall be included as part of the project plan during the duration of the project.

The consultant shall be responsible to ensure that all approved scopes of work are complied with. Scope creep will be avoided.

Only the Capital Improvement Director can approve a change in scope.

2.3 Schedules:

The consultant shall prepare detailed schedules for all facets of the project. Schedules shall include activities, milestones, and critical paths. Schedules shall be presented in a Gant Chart format.

The consultant shall also be responsible to review and approve schedules submitted by design consultants and contractors.

Overall project schedules shall be included as part of the project plan during the duration of the project.

The consultant shall be responsible to ensure and enforce that all approved schedules be met. The consultant shall be responsible to compare proposed schedules with actual schedules and track schedule compliance.

Upon issuance of a Notice to Proceed, consultant shall immediately prepare a scope of work for the master plan and begin and complete the selection of professional consulting services thereof.

Only the Capital Improvement Director can approve an extension of a project schedule.

2.4 Cost estimates:

The consultant shall prepare the following project estimates:

- Budget estimate
- Independent cost estimates
- Budget versus cost analysis

All estimates prepared by the consultant will fall within the scope and allocation approved by the voters of the City of El Paso. **Allocated budget will only be increased if City Council and/or City Manager approve increase.**

Budget estimates will include all projects costs. Project costs will include but are not limited to the following:

- Construction
- Construction contingency
- Voice and data
- Furniture (Exterior and interior), fixtures, and equipment
- Public Arts
- Design
- Project Engineering
- Testing
- Contract Administration
- Inspection/Construction Oversight

The consultant shall be responsible to review all estimates and proposals submitted by design consultants, testing labs, contractors and any other party that may be required to submit an estimate. The consultant shall prepare independent cost estimates to verify that estimates, quotes, and proposals fall within true world local values.

All independent cost estimates must be attached to all estimates, quotes, and proposals submitted by others. **Only the Capital Improvement Director can approve an estimate, quote, and proposal that exceeds independent cost estimate.**

Estimates shall be based on current market value costs, current accepted standard national cost estimating reference books.

2.5 Negotiations:

The consultant shall be allowed to negotiate the fees and services for the following:

- Design
- Survey
- Geotechnical investigation
- Competitive sealed bid proposal
- Construction Manager at Risk
- Change Orders
- Testing
- Inspection
- Commissioning
- Job order contracts

All negotiated items need to be approved by Capital Improvement Director in consultation with Parks and Recreation Director, Director of Library, and/or City Council.

2.6 Inspection:

The City of El Paso shall procure the services of a third party inspection firm to fully inspect all construction activities and verify compliance with contract documents and national, state, and local accepted standards and practices. The project manager shall be responsible to directly coordinate with the third party firm.

2.7 Contract Administration and Compliance:

The Consultant shall be responsible to fully provide contract administration and compliance. The following are some but not limited to the responsibilities that the consultant shall perform:

- Enforcement of "cone of silence"
- Preparation of default and termination letter
- Presentation to Council on termination of contract
- Fee negotiations
- Audit, review and monitor City Contractor's
- Monitor contractors and enforce compliance to contract provisions including federal regulations, submittal requirements, apprenticeship provisions and wage rates.
- Conduct payroll verification and review job-site interviews to assure compliance with established wage scales.

- Investigate wage and salary dispute and recommend appropriate corrective action.
- Prepare reports on findings, concerns and recommendations.
- Respond to requests for information on wage regulations, policies and related matters.
- Coordinate with auditing agencies (Federal and State) on project payroll compliance issues.
- Perform the lead role in overseeing the functionality and operational use of the LCP Tracker payroll monitoring system for construction contractors.
- Attend meetings and conferences as required to provide information and requirements of local, state and federal standards.
- Advise management on compliance issues and requirements. As required testify as project manager on dispute cases.
- Respond to contractor's request for information (RFI's) regarding wage regulations, policies and related matters.
- Coordinate with auditing agencies on project payroll compliance issues.
- Review, evaluate, approve, deny or reject contractor's pay applications.

2.8 Reporting and Presentations:

The consultant shall be responsible to compile and prepare program and project reports and/or presentations as required. Any reports will be submitted to but not limited to the following:

- City Council
- City Manager
- Capital Improvement Director
- Engineering Division Manager
- Engineering staff
- User departments and other stake holders
- Bond Overview Advisory Committee
- Architectural Design Review Committee
- Public

Reports shall be informative, concise, clear, and professional. The report should include the following statement "Report prepared for City of El Paso Capital Improvement Department".

The consultant will be responsible to ensure that all reports can be accessed, viewed, and read by viewers. Electronic reports shall be in a format or media acceptable to the City.

2.9 The Webpage and Social Media:

In close coordination with the Capital Improvement Department, the consultant shall create a webpage that shows all programs and projects consultant is managing. The webpage should be GIS based showing an El Paso map where projects are located. The webpage should indicate the following:

- Program Name
- Project Name
- Project Address
- District Representative Number
- Project Manager Name, Cell Phone, Address, and Email address
- Project Scope
- Milestone schedule (Scope preparation, AE selection, Design, Bidding, Construction, Closeout, and Warranty)
- Current status or phase and percentage complete
- Upcoming activities
- Project achievements
- Community meeting dates, time, and location
- Photos

The webpage shall be updated every week.

The webpage shall be linked to the City of El Paso Webpage.

The consultant shall also present project information on social media sites. Before doing so consultant will provide a summary and briefing on the plan of action on submitting project information on social media. Presentations shall be positive and shall emphasize quality of life improvements to the City of El Paso.

2.10 Electronic Document Management:

The consultant shall enforce minimizing the use of large amounts of paper. The consultant shall promote a "green approach" on document management. Therefore the consultant shall use several available The web based programs or software to store, manage, view, review, and comment on electronic documents. The following are some of but not limited to documents that will be placed on the web based software:

- AE selection documents
- Concept documents
- Design documents including specifications and estimates
- Bid documents
- Construction drawings

- Meeting minutes
- Project schedules
- Inspection reports
- Observation reports
- Pay applications
- Closeout documents
- Warranty documents
- Photos

The web based software shall be for review and approval and not only storage.

The web based software shall be user friendly and easy to access. All stakeholders including City staff shall be provided user friendly access to software.

3.0

PROJECT MANAGEMENT SERVICES:

Basic Services:

Using **SECTION 3: GENERAL SERVICES AND PRODUCTS REQUIRED** the consultant shall be responsible to manage the assigned programs and/or projects from project inception, development, to final completion with minimum assistance from City staff. The consultant shall be responsible to ensure scope compliance, budget compliance, and schedule compliance. The consultant shall be responsible to provide excellent customer service (coordination, updates, etc.) to the Capital Improvement Department, User Departments, Stakeholders, and Public.

The consultant shall be responsible to provide the following direct services and not delegate them to other City contracted companies:

- Project Scope of work
- Project cost estimate
- Overall project schedules
- AE Request for Qualification package
- AE fee negotiations
- Department Head Summary for award of contracts
- City Council award presentations
- Procurement of Registered Accessibility Specialist (RAS)
- Request purchase orders
- All project meetings
- Preparation and issuance of Notices to proceed
- Enforcement letters

- Agenda and meeting minute preparation and distribution
- Review and approval of all technical documents submitted by consultants and contractors
- Setup utility meetings between consultant and utilities
- Setup coordination meetings between owner, consultant, and other agencies
- Compilation of construction documents including technical specifications bidding
- Submit construction documents to City Development for review and approval
- Follow up on pending items City Development has presented for review and approval and insure that items are addressed
- Bidding transmittal letter
- Determination of liquidated damages with approval from Capital Improvement Director or designee and letter of justification of liquidated damages
- Construction time frame
- Cost drawdown schedule
- Answering and/or compiling answers for Request for Information on bid questions to Contract Compliance Section
- Answering and/or compiling answers for Request for Information on construction questions to contractor
- Complying with Cone of Silence policy
- Evaluate bids and provide recommendations
- Review and approval of schedule of values
- Review and approval of construction schedules
- Change order negotiations
- Processing change orders
- Processing invoices and payment applications with approval from City Engineer
- Issuance of Substantial Completion and Final Completion certificates
- Set up and perform punch list inspections and compile punch list
- Enforce punch list inspection
- Setup and perform warranty inspection and compile list
- Enforce warranty inspection
- Enforce all Federal, State, and Local Codes and Ordinances

There are certain tasks that the consultant is not responsible to provide. However the consultant shall be responsible to properly coordinate and provide needed information. The following activities must be coordinated by consultant:

- AE Selection process with AE Selection Program Administrator
- Competitive Sealed Bid Proposal process
- Construction Manager at Risk or Design Build process
- Design Charrettes
- Contract Compliance Administrator Payroll Enforcement

The consultant shall be responsible to provide management and oversight for the following assignments:

- Manage and oversee design consultants and design
- Manage and oversee bid process schedule
- Manage and oversee contractor and construction
- Manage and oversee testing lab
- Manage and oversee City contracted inspectors
- Integration or placement of public art

4.0 Client:

The City of El Paso is the client. However the City Council and City Manager has assigned the Capital Improvement Department as the responsible department to oversee the Project Management consultant.

The user department is the Parks and Recreation Department and the Library Department. The Project Management consultant must address the Parks and Recreation Department and Library Department needs and requirements.

5.0 Schedule:

Entire program 360 consecutive calendar days

The entire schedule includes the program/project inception to full completion and use of facility by Owner. This is a turnkey assignment.

ATTACHMENT "B"
CONSULTANT'S FEE PROPOSAL AND HOURLY RATES

ABACUS

Abacus Project Management, Inc.
3030 N. Central Avenue, Suite 803
Phoenix, AZ 85012
800 518 0876
www.AbacusPM.com

July 28, 2016

Javier Reyes / Sandra Hernandez
City of El Paso
Capital Improvement Department
218 North Campbell – 2nd Floor
El Paso, TX 79901

**Re: Project Management Services for
Three New Community Centers**

Dear Javier / Sandra,

Abacus is pleased to submit this fee proposal for Project Management services on the above referenced project.

This letter will confirm the request by the **City of El Paso** ("Client") for Abacus Project Management, Inc. ("APM") to provide Project Management services and further outlines our understanding of the project scope and services required by the City for the successful implementation of this project.

The applicable rates and/or fees for this Work and any additional commercial terms of this Letter Agreement are found in the attached Exhibits A, B C, D, E and F.


We look forward to the opportunity to work with you on this project.

Sincerely,



Russell Thompson
Managing Principal

7/28/16
Date



Adam Brill
Director / Manager of Arizona Operations

7/28/16
Date

ABACUS

Accepted by

Signature For: [Client Name]

Printed Name

Title

Date

Attachments:

Exhibit A – Commercial Terms

Exhibit B – Scope of Services (See Attachment A of Contract)

Exhibit C – Manpower Plan

Exhibit D – Preliminary Schedule

Exhibit E – Project Roles

Exhibit F – Procure Proposal

ABACUS

Exhibit A

Understanding of Project

It is our understanding that the City of El Paso desires "turn-key" delivery of three new community center projects, as voted for by El Paso citizens during the 2012 Quality of Life Bond Election. We understand the City is looking to hire a Project Management firm to assist with meeting the project goals as they relate to scope, schedule, budget and community outreach. We understand these services will include assistance through planning, design and construction of the facilities. We understand the overall combined project budget for all three projects to be \$33,000,000. A minimum goal of LEED Silver Certification has been established for the projects.

The new community center projects will include a center at Loma Land Park, 709 Lomita Drive; a center in the Chamizal area at 2119 Cypress with an Express Library component and; a center in the Alameda area at 7380 Alameda which will also include an Express Library component.

Scope of Service

As received from the City of El Paso - See Exhibit B attached to this agreement for a detailed description of our scope of services.

Proposed Hourly Not to Exceed Fee (reference attached Exhibit C – Manpower Plan):

▪ Pre-Const. / Constr. Phase Services (3.33% of \$33M):	\$1,100,488
▪ Reimbursable Allowance:	\$136,550

Total (3.75% of \$33M):	\$1,237,038
--------------------------------	--------------------

Reimbursable Expenses:

- As noted in Manpower plan
- If required, cost to reproduce drawings would be billed at cost.
- Mileage will be billed at .57 per mile traveled

Hourly Rates are as follows (2016 rates shown):

▪ Project Director:.....	\$170.00
▪ Senior Project Manager:.....	\$148.00
▪ Project Manager:.....	\$137.00
▪ Asst. Project Manager	\$109.00
▪ Senior Cost Estimator:	\$155.00
▪ MEP Estimator:	\$135.00
▪ Administrative Support:.....	\$70.00

Personnel:

Abacus will assign Project Manager, Sam Surtees as the PM for this project. Sam will be supported by Project Director, Adam Brill; Senior Project Manager, Rick Carr; Asst. Project Manager, Diego Toledo; Senior Cost Estimator Larry Brown and administrative staff throughout the project.

Additional Services:

- No Additional Services would be incurred without both parties first reaching written agreement.

**Exhibit B – Scope of Services
(See Attachment A of Contract)**

Exhibit C – Manpower Plan

Exhibit C - Manpower Plan

City of El Paso - 3 Community Centers
Fee Proposal for Program Management (PM/CM) Services

ABACUS PM

14-Jul-16

#	Date	Project Phase	Principal / Project Director / Admin Intf	Sr. Project Manager / Mkt Carr	Project Manager / Sum Services	Asst. Proj. Mgr. (W/ Admin)	Conf. Sec. Larry Brown	MPG Estimator George West	Admin. Support Ruth	Total Proposed Hours Per Month	Total Labor Fee Per Month
6	Jun 2016		0	0	0	0	0	0	0	0	\$0
7	Jul 2016	deleted July tasks	0	0	0	0	0	0	0	0	\$0
8	Aug 2016	Contract Mgt / Mobilization / RFP Development (A/E & Contractor)	40	40	32	0	0	0	4	116	\$17,364
9	Sep 2016	RFP Development (A/E & Contractor)	32	40	87	0	0	0	4	186	\$27,851
10	Oct 2016	Contract Negotiations (A/E & Contractor)	32	87	87	0	0	0	2	240	\$36,375
11	Nov 2016	Contract Negotiations (A/E & Contractor)	20	87	106	20	0	0	2	235	\$35,118
12	Dec 2016	Contract Negotiations (A/E & Contractor)	20	87	140	2	0	0	2	271	\$40,684
13	Jan 2017	Programming / Outreach / Facility Tours	12	87	160	2	0	0	2	263	\$39,532
14	Feb 2017	Programming / Outreach / Facility Tours	12	87	160	2	60	30	2	339	\$51,393
15	Mar 2017	Schematic Design	8	24	160	2	0	0	2	196	\$29,794
16	Apr 2017	Schematic Design	8	16	160	2	0	0	2	188	\$28,528
17	May 2017	Schematic Design	8	16	160	2	34	16	2	238	\$35,605
18	Jun 2017	Design Development	8	16	160	2	34	16	2	238	\$35,605
19	Jul 2017	Design Development	8	16	160	2	0	0	2	188	\$28,528
20	Aug 2017	Design Development	8	16	160	2	40	20	2	246	\$36,904
21	Sep 2017	Construction Documents	8	16	160	2	40	20	2	246	\$36,904
22	Oct 2017	Construction Documents	8	16	160	2	0	0	2	188	\$28,528
23	Nov 2017	Construction Documents	8	16	160	2	0	0	2	188	\$28,528
24	Dec 2017	Construction Documents / Bidding	8	16	160	2	60	30	2	270	\$40,684
25	Jan 2018	Bidding / CMR Approved	8	16	160	2	0	0	2	188	\$28,528
26	Feb 2018	Construction	8	16	160	2	0	0	2	188	\$28,528
27	Mar 2018	Construction	8	16	160	2	0	0	2	188	\$28,528
28	Apr 2018	Construction	8	16	160	2	0	0	2	188	\$28,528
29	May 2018	Construction	8	16	160	2	0	0	2	188	\$28,528
30	Jun 2018	Construction	8	16	160	2	0	0	2	188	\$28,528
31	Jul 2018	Construction	8	16	160	2	0	0	2	188	\$28,528
32	Aug 2018	Construction	8	16	160	2	0	0	2	188	\$28,528
33	Sep 2018	Construction	8	16	160	2	0	0	2	188	\$28,528
34	Oct 2018	Construction	8	16	160	2	0	0	2	188	\$28,528
35	Nov 2018	Construction	8	16	160	2	0	0	2	188	\$28,528
36	Dec 2018	Construction	8	16	160	2	0	0	2	188	\$28,528
37	Jan 2019	Construction	8	16	160	2	0	0	2	188	\$28,528
38	Feb 2019	Construction	8	16	160	2	0	0	2	188	\$28,528
39	Mar 2019	Construction	8	16	160	2	0	0	2	188	\$28,528
40	Apr 2019	Construction	8	16	160	2	0	0	2	188	\$28,528
41	May 2019	Construction	8	16	160	2	0	0	2	188	\$28,528
42	Jun 2019	Construction / Close-out	8	16	160	2	0	0	2	188	\$28,528
43	Jul 2019	Construction / Close-out	10	24	160	2	0	0	2	194	\$29,118
44	Aug 2019	Final Close-out / Follow-up	12	32	160	2	0	0	2	208	\$31,200
45	Sep 2019									0	\$0
46	Oct 2019									0	\$0
47	Nov 2019									0	\$0
48	Dec 2019									0	\$0
49	Total Hours		414	1060	5892	84	240	182	70	7836	\$1,166,488
50	Total Hourly Rate (2016)		\$178.00	\$106.00	\$187.00	\$106.00	\$155.00	\$155.00	\$74.00		\$12,240
51	Total Hourly Rate (2017)		\$178.00	\$106.00	\$187.00	\$106.00	\$155.00	\$155.00	\$74.00		\$12,240
52	Total Hourly Rate (2018)		\$178.00	\$106.00	\$187.00	\$106.00	\$155.00	\$155.00	\$74.00		\$12,240
53	Total Hourly Rate (2019)		\$178.00	\$106.00	\$187.00	\$106.00	\$155.00	\$155.00	\$74.00		\$12,240
54	Total (Labor only)		\$72,121	\$110,412	\$792,723	\$9,439	\$36,480	\$28,134	\$5,430		\$1,237,038
55	Reimbursable Expenses										
56	- Rental Car Allowance - Design / Pre-Construction (\$40 per day)	1	car	\$180.00	per trip	4.00	trips per month	17	Months, Total =		\$12,240
57	- Rental Car Allowance - Construction (\$40 per day)	1	car	\$180.00	per trip	3.00	trips per month	17	Months, Total =		\$9,180
58	- Rental Car Allowance - Close-out / Post Construction (\$40 per day)	1	car	\$180.00	per trip	2.00	trips per month	3	Months, Total =		\$1,080
59	- Weekly Meals (\$50 per day, per person)	1	emp	\$200.00	per trip	3.00	trips per month	37	Months, Total =		\$16,650
60	- Lodging / Hotel Exp for Director / Sr. PM (if applicable - \$100.00 per night, per person)	1	emp	\$200.00	per trip	3.00	trips per month	37	Months, Total =		\$22,200
61	- Office Space / Rental (Downtown location near City Office)										\$20,000
62	- Misc (Rental Car Gas, Website Domain, Mileage, Printing, Repro of dwgs, reports, etc.)										\$33,000
63	- Proj Mgmt Software / Cloud-based File Sharing software solutions (Procore proposal attached)										\$1,237,038
64	Grand Total (Labor and Reimbursables)										\$1,237,038

Note 1 - Materials Testing and Inspection will be handled under the Contractor's contract and are not included in the Abacus contract. Growth will be under the A/E's Agreement.

Note 2 - Assume a 31-month total duration starting in August 2016, with a full time PM supported by a Sr. PM, Asst. PM, Sr. Est, Proj. Dir and Admin for the duration of the project.

Note 3 - Costs for Rental Car and Hotel are an estimate, will only be used when Adam and/or Rick are in town, anticipate average of 3 trips per month.

Fee & Reimb %:
3.75%
Project Budget:
\$33,000,000.00

Exhibit D – Preliminary Schedule

El Paso Community Centers Preliminary Schedule

Thu 7/28/16

ID	Task Name	Start	Finish	2016	2017	2018	2019	2020
				H1	H1	H1	H2	H1
1	Pre-Design	Mon 8/1/16	Thu 12/22/16					
2	PM Contract Negotiation	Mon 8/1/16	Tue 8/9/16					
3	Mobilization	Wed 8/10/16	Wed 8/31/16					
4	Initial Outreach & Meetings	Wed 8/10/16	Wed 8/31/16					
5	A/E & Contractor RFP Development/Selection	Wed 8/10/16	Mon 10/31/16					
6	Contract Negotiations	Tue 11/1/16	Thu 12/22/16					
7	Design Phases	Tue 1/3/17	Wed 1/31/18					
8	Outreach/Facility Tours	Tue 1/3/17	Tue 2/28/17					
9	Programming	Fri 1/6/17	Tue 2/28/17					
10	Schematic Design	Wed 3/1/17	Wed 5/31/17					
11	Design Development	Thu 6/1/17	Thu 8/31/17					
12	Construction Documents	Fri 9/1/17	Fri 12/8/17					
13	Bidding	Mon 12/11/17	Fri 1/12/18					
14	GMP Approval	Tue 1/2/18	Wed 1/31/18					
15	Construction	Thu 2/1/18	Fri 8/30/19					
16	Construction	Thu 2/1/18	Wed 7/31/19					
17	Close-Out	Mon 6/17/19	Wed 7/31/19					
18	Final Close-out/Follow Up	Thu 8/1/19	Fri 8/30/19					

Project: El Paso
Community Centers
Date: Thu 7/28/16

Task	Inactive Summary	External Tasks
Split	Manual Task	External Milestone
Milestone	Duration-only	Deadline
Summary	Manual Summary Rollup	Progress
Project Summary	Manual Summary	Manual Progress
Inactive Task	Start-only	
Inactive Milestone	Finish-only	

Exhibit E – Project Roles

Exhibit E – Project Roles

El Paso Community Centers - Role Definitions

Abacus Project Director (Adam Brill)

- Project Director / Principal In Charge
- Integrally involved in Project Development (including Budget, Schedule, and Project Delivery), A/E& Contractor Procurement (RFP Development, Selection, & Contract Negotiations), Outreach, & Facility Tours, Programming, & Close- Out
- Project Oversight thru Schematic Design, Design Development, Construction Documents, Bidding, GMP Approval, Construction
- Role is to provide oversight and support to the project team from start to finish. Will be move heavily involved initially to insure the project is properly initiated, and the Project Team has the tools necessary to insure a successful project.
- On Site on average 1-2 times per Month; more if necessary

Abacus Sr. Project Manager (Rick Carr)

- Secondary Contact for the project
- Integrally involved in Project Development (including Budget, Schedule, and Project Delivery), A/E& Contractor Procurement (RFP Development, Selection, & Contract Negotiations), Outreach, & Facility Tours, Programming, Schematic Design, & Close-out
- Project Oversight thru Design Development, Construction Documents, Bidding, GMP Approval, Construction
- Primary role is to provide PM support to Sam Surtees, and utilize relevant experience from recent projects to inform the Project team
- On Site on average 2 times per Month; more initially as required for proper project initiation.

Exhibit E – Project Roles

Abacus Project Manager (Sam Surtees)

- Primary / day to day project contact (On Site Full Time during Design, Construction, & Close-out)
- Assist City of El Paso Architect / Design Division Manager with Project Related Tasks as needed
- Project Lead for all General Services & Products Required and the scope outlined in the Contract for PM Services.
- General Services & Products:
 - Basic Services (and Additional Services if requested)
 - Investigation
 - Scopes of Work
 - Schedules
 - Cost Estimates (Coordination with In-House Cost Estimating)
 - Negotiations (Collectively with Sr. PM and Project Director)
 - Inspections
 - Contract Administration & Compliance
 - Reporting & Presentations
 - Webpage & Social Media (Diego Toledo, Abacus Asst. PM will take the lead on initiating project website and providing regular updates)
 - Electronic Document Management (utilizing Procore)
- Proposed Project Objectives:
 - Project Development (including Budget, Schedule, and Project Delivery)
 - A/E & Contractor Procurement
 - Identify Long Lead Items
 - Coordinate Plans & Specifications
 - Obtain all necessary Permits
 - Develop Bidding Interest
 - Maintain & Review Cost Related to Budget
 - Organize, Chair, & Document Regular Design & Construction Meetings (including Pre-Construction Meeting)
 - Provide Necessary On-Site Observations During Construction

Exhibit E – Project Roles

Abacus Project Manager (Sam Surtees) Continued

- Ensure completion All Required Local & State Inspection by Contractor
- Coordinate Contractors; Administer Contracts; & Process Change Orders and Payment Requests
- Prepare Punch Lists & Establish Schedule for Corrections
- Accept Delivery and Storage of Owner Furnished Items (FFE, etc.)
- Take Lead in Dispute Resolution
- Assist with Insuring Jobsite Safety and Security by Contractor
- Complete Final Accounting of Construction Contract
- Release / Obtain Final Liens and Close-out Documents
- Provide Final Budget Report to Client

Abacus Sr. Cost Estimator (Larry Brown)

- Lead Preparation of Cost Estimates for All Design Phases required
- Review of Contractor GMP / Contract Amount

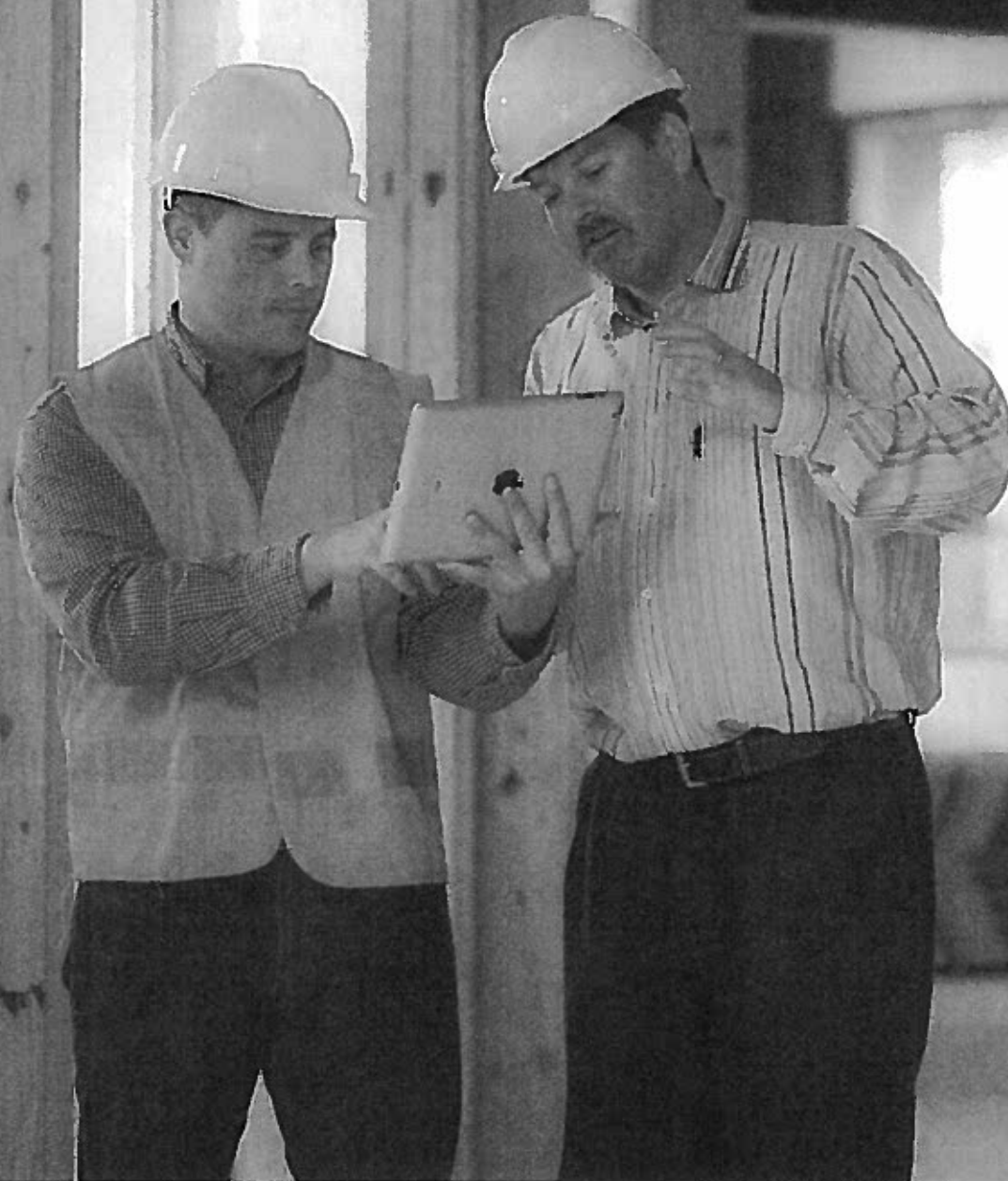
Abacus MPE Estimator (George Watt)

- Preparation of all MPE Cost Estimates for Design Phases Required

Abacus Admin. Support (Ruth Knapp)

- Clerical Support as needed for All Abacus Team Members including preparation of Project Management documents, meeting logistics, filing, etc.

Exhibit F – Procore Proposal



PROCORE

Procore Construction Project
Management Software

ANNUAL ACCESS PROPOSAL

PREPARED FOR

Abacus Project Management
2929 North Central Avenue, Suite
1000
Phoenix, AZ 85012

PREPARED BY

Jake Moore
Account Executive
Procore
6309 Carpinteria Ave
Carpinteria, CA 93013
Tel: (805) 456-7251
jake.moore@procore.com

Adam Brill,

Thank you for your interest in Procore construction project management software. With over decade of experience in the industry, Procore Technologies, Inc., is the world's number one most widely used construction management software.

Procore's mission is to help provide construction professionals with a comprehensive, yet easy-to-use project management platform together with unstinting, industry-leading customer service.

Procore helps firms drastically increase project efficiency and accountability by streamlining and mobilizing project communication and documentation. Real time accessibility to project data minimizes costly risks and delays, ultimately boosting profits. Procore helps construction service companies like yours across the globe manage all types of construction projects including industrial plants, office buildings, apartment complexes, university facilities, retail centers, and more.

Included in this proposal is an estimated cost for Abacus Project Management, Inc. 's Annual Access Agreement based upon the information provided regarding your firm's scope of work, training needs, implementation plans, and other service variables.

Please let me know if you have any further questions.

Sincerely,

Jake Moore
Account Executive
(805) 456-7251
jake.moore@procore.com
Procore Technologies, Inc.
www.procore.com

PROCORE

KEY OBJECTIVES OF PARTNERSHIP

The existing collaboration infrastructures at Abacus Project Management, Inc. are no longer adequate for growth and scalability. Procore will provide Abacus Project Management, Inc. enterprise construction software that will improve business performance, increase employee productivity, achieve cost savings, and foster greater collaboration.



PROCORE

Procore Technologies, Inc. // www.procore.com

WHY PROCORE?

Procore has more than double the users of competing products with hundreds of thousands of users, tens of thousands of projects around the world, and an ever-growing user community experiencing over 100% growth year over year.

Procore is the world's #1 most widely used construction management software because of its dedicated commitment to improving collaboration. Procore strives to build software that teams want to use again and again, and unlike other point solutions that inherently limit collaboration through restricted seat licenses, Procore encourages all project collaborators, subcontractors, engineers, architects, and owners to leverage Procore.

UNLIMITED USERS

Procore is sold as an annual subscription with no per-user fees or seat license costs. Bring on as many project team members as you want, from the owner all the way down to the subcontractors for one flat rate.

"We like the fact that everyone in our company and any of our subcontractors/suppliers can have access to our project data at any time from any location, without paying an additional fee for each user."

BIDEGANETA CONSTRUCTION INC.

USER-FOCUSED DEVELOPMENT

The Procore technology roadmap is created by our users. This vested interest in Procore affords us the responsibility to build easy to use software in conjunction with our clients. Our engineers work with users from concept to completion to create, test, and launch solutions that solve the most common construction management issues. Continuous refinement and feature improvement is the norm at Procore, not the exception.

EASY TO USE

Getting your entire team up and running on Procore is the key to ensuring successful project collaboration. That's why Procore is designed to be intuitive and easy to use. Most Procore users understand the basic functionality of Procore after just a few minutes in the application. If your project team members use email, they can use Procore. Simplicity coupled with powerful functionality makes Procore's daily interactions with users a great user experience across all Internet-connected devices.

EASY TO LEARN

Procore's intuitive interface is structured in a way that enables users to easily follow a construction project lifecycle from start to finish. In addition to Procore's user friendly-design, our extensive online knowledge base of "how-to" articles and tutorial videos allows users to learn Procore at their convenience and get the answers they need without having to contact their Implementation Manager or customer support.

"Procore's excellent, simple interface makes training non-existent and implementation rapid. Compared to other products, which have a several month training/setup period, Procore's ease of use allowed our office to immediately begin using it."

FAGEN INC./ FAGEN ENGINEERING LLC

FAST IMPLEMENTATION

Have your entire team up and running with projects in Procore in days, not months. Our self-paced online training curriculum and customer success representatives enable a rapid implementation process and ROI. Time to implementation, time to users' login, and daily user interactions with the platform are just a few of the metrics we track to measure success and improve the user experience.

WORLD CLASS SUPPORT

Procore is known for its exceptional customer support and we take pride in being the go-to call when users need an answer. Our customer support team can solve any and all user-related issues, and work hard to not only provide a solution to users' immediate needs, but go above and beyond their job responsibilities to ensure users are thrilled with and leveraging every aspect of Procore to its fullest extent.

POWERED BY PROCORE

Hundreds of thousands of registered Procore users manage all types of construction projects including industrial plants, office buildings, apartment complexes, university facilities, retail centers and more.



PROCORE

Procore Technologies, Inc. // www.procore.com

PROCORE'S FEATURE SET

DRAWING MANAGEMENT



DRAWING TOOL

Speed up your drawing management process with Procore's Optical Character Recognition (OCR) technology that automatically names and numbers every sheet. Automatic version tracking prioritizes the most recent drawing set to ensure project teams never work off of outdated drawings. Review and mark up drawings with annotations or text comments, approve changes, and distribute updated plan sets to the project team in a matter of minutes.



SPECIFICATION MANAGEMENT

Replace hours or days of tedious manual labor, with automated, intelligent software. Procore organizes the spec book into a flexible and easy-to-find format that caters to your distribution needs. With Procore's native mobile apps, field teams can access specs and plans on a mobile device from anywhere, in real time.



PHOTOS

Upload, mark up, and caption unlimited photos by email or smartphone. Store photos by category with automatic backups and grant access to project team members to view.



DOCUMENT MANAGEMENT

Manage, track, and share all project documents and file types. Procore offers unlimited storage capacity and version control to keep your entire team on the same page.

HEALTH TOOLS



PROJECT DASHBOARD

Monitor project progress and health from one comprehensive dashboard. Project managers can see all open RFIs, change orders, and punch list items at a glance with an intuitive red, yellow, and green progress chart with visual cues that indicate tasks with approaching deadlines as well as tasks that are overdue.

PROCORE'S FEATURE SET

COMMUNICATION MANAGEMENT



MEETING MINUTES

Track meeting dates, times, locations, topics, and attendees. Distribute meeting attendees via email and include assignees for resolving issues, resolution due dates, cost codes affected by each item, item priority, and resolution status.



RFIS

Create, distribute, and monitor RFIs to ensure projects stay on track. Architects and engineers can respond efficiently via email without ever needing to log in to Procore.



SUBMITTALS

Track all steps in your submittal register and approval process. Request and collect online approval from the architect and design team, and send overdue email notifications.



TRANSMITTALS

Manage the transmittal process and send related attachments by email. Easily track and export as PDFs to all stakeholders.



EMAIL TRACKING

Easily monitor your project emails regardless of the device or software you use to manage your email. Procore works with any existing hardware device—desktop computer, laptop, smartphone, or tablet. Every project managed with Procore's construction software receives its own unique email address and Procore automatically archives your messages in one central, safe location.

PROCORE'S FEATURE SET



PROCORE DRIVE

Procore Drive is a free, desktop software program that you can download and install on a computer running Windows 7 or newer. Drive allows you to upload and download large sets (batches) of documents, emails, photos, and schedules into Procore from a Windows computer or Microsoft Outlook client. You can even integrate project schedules created with Microsoft Project or Oracle Primavera P6.

FIELD TRACKING



DAILY LOG

Automatically log and archive the daily weather report for the job site. Pre-schedule tasks for the day, improve labor productivity with tracking, and archive data for future reference.



TIME CARD

Procore construction project management software makes it simple to keep complete and comprehensive timecard records for all employees. Each record includes the cost code, cost category, billable status, type, OT/DT status, and a description of the work accomplished.

QUALITY & PERFORMANCE MANAGEMENT



INSPECTIONS

Manage, baseline, and improve your construction quality performance processes from your desktop and mobile devices. Assign observations to responsible parties, identify which observations are critical, and track observations through to completion – giving you the ability to identify performance track records for each contractor.



PUNCH LIST

Create and manage punch list items from smartphones, tablets, and computers. Assign items, filter by status, and send overdue notifications via email with photos and annotations captured right from the job site.

PROCORE'S FEATURE SET



OBSERVATIONS

The Observations tool allows you to identify and track multiple types of issues that are not considered punch list items. Create an observation as you come across one or create one from a pre-planned inspection. All observations will be streamlined into one list, but can be filtered out by observation type.

SCHEDULING INTEGRATION



SCHEDULE

Procore's Schedule Tool integrates with Primavera P3, P6, SureTrack, and MS Project. View Gantt charts, access project schedules in real time, and distribute weekly schedules to your project team.

BIDDING & PROCUREMENT



BIDDING

Procore construction project management software allows organizations to solicit bids for projects while providing a central location for managing and viewing the status of all bids. Contractors can download bid packages from Procore and submit bids directly back into the system. The Procore database tracks a variety of data points about a bidder to give a bid administrator powerful search options to find the right set of bidders to invite on a project.

FINANCIAL CONTROLS



BUDGETING & FORECASTING

Use Procore's Budgeting Tool to efficiently manage your project budgets and forecasts. By automatically aligning your contracts and change orders with your budget, Procore makes it easy to review financial performance for a single project, or across many projects. Procore's Budget tool is always up to date with the latest contracts, change orders and direct costs, so you don't have to copy data from reports into spreadsheets or request an updated report from Accounting.

PROCORE'S FEATURE SET



CHANGE & CONTRACT MANAGEMENT

Procore streamlines the process of creating, tracking and distributing contract documents and change orders. Create a change event directly from an RFI, or walk around the site and log them using the mobile app to ensure that every potential cost is tracked. Procore's Request for Quote (RFQ) tool helps you manage the entire process of sending RFQs, negotiating cost, and tracking which RFQs are still outstanding across all open change events.



CLIENT & CONTRACTOR PROGRESS BILLING

Create and submit your G702/G703 progress billings directly out of Procore. Eliminate the concern of math and formula errors in Excel and manage the review process collaboratively. Provide access to your team as well as your clients and contractors to see the current status of payment applications and payments.



DIRECT INVOICE & EXPENSE TRACKING

Track all of your direct (non-commitment related) costs using Procore's Direct Costs tool. The detail of each invoice and expense that's reflected in the Budget is only a click away with Procore's powerful drill-down functionality. You'll no longer have to request detailed reports from accounting or consult the pile of invoices and receipts on your desk.



FINANCIAL CHANGE & AUDIT HISTORY

Procore maintains detailed change history logs for every action in the system. Whether it's the unfortunate case of a legal claim or just trying to figure out who entered a certain record, the information is at your fingertips. Procore also makes it incredibly easy to log potential cost impacts and pricing requests to ensure that all important documentation is in the system and not lost on notepads and in emails. You can even use Budget Snapshots to record and view a project's stated financial health at important intervals to see how a project's financial performance changed overtime.

IMPLEMENTATION

Most construction management software takes months to implement. With Procore's self-paced online training curriculum, dedicated account management team, and customer success representatives, your entire team can be up in running in weeks.

Learn Procore on your own time with our self-paced online training curriculum that can be completed in as little as three hours. Short quizzes monitor training progress and ensure thorough understanding of the software. This allows users to ask poignant questions and receive clarification on details not covered in the scope of Procore's training videos during the live training sessions with their Implementation Manager.

Key team members of your organization will participate in a kick-off session with your Implementation Manager to walk through an overview of Procore's implementation process and training curriculum. Work closely with your Implementation Manager to setup your account from start to finish and discuss options for tracking key metrics to measure your company's success.

"Within a week, I had three projects loaded into the system. We have integrated this system into our everyday workflow, and it has made our lives so much easier."

STILWELL CONSTRUCTION INC.

IMPLEMENTATION INCLUDES THE FOLLOWING 5 PHASES:

- 1 **Initiation:** Initial meetings are conducted with your dedicated Procore Implementation Manager to establish the project timeline and to get an overview of current processes, key stakeholders, and expectations in order to define them in Procore.
- 2 **Basic Training:** Key stakeholders enroll in Procore's three hour online training to learn the general ins and outs of Procore with short quizzes to monitor progress and ensure understanding of the software. Users can stop and start the video curriculum as time permits.
- 3 **Consultations:** Create a custom training plan to meet the needs of your organization. Once a plan is established, key stakeholders participate in one-hour consultation sessions with their Implementation Manager to review all of the tools the organization utilized.
- 4 **Account Setup:** Setup your system configurations by importing all of your existing project contacts (e.g. subcontractors, vendors, architects, etc.), creating tailored workflows, and customized PDF forms.
- 5 **Roll Out:** Begin using Procore to increase project communication and efficiency by streamlining, automating, and mobilizing project communications and documentation.

ANNUAL ACCESS AGREEMENT

Procore offers proven, enterprise-grade solutions for general contracting and construction companies managing \$10M+ in annual project costs across commercial, industrial, transportation, multi-family, and residential sectors.

A Procore Annual Access Agreement Includes:

- Implementation/Onboarding
- Training
- Automatic feature updates and fixes
- Mobile apps for iPhone, iPad, and Android
- Unlimited Customer support
- Unlimited users (internal and external)
- Unlimited document storage
- Unlimited drawing management and uploads
- Secure data storage

PROCORE ANNUAL ACCESS AGREEMENT

Product	Project Cap	Annual Construction Volume Cap	Price
Enterprise Edition - Subscription Service – Year 1	3	\$10,000,000	\$10,800
Enterprise Edition - Subscription Service – Year 2	3	\$10,000,000	\$11,000
Enterprise Edition - Subscription Service – Year 3	3	\$10,000,000	\$11,200

For all service levels, the annual access payment shall be made upon agreement and execution of an annual access agreement to be provided by Procore. Payment of the Annual Access Fee shall entitle your firm to 12 months' usage of Procore. Future Annual Access payments will be due on the anniversary date of the access agreement's execution.

This proposal is valid until 7/29/2016.

ATTACHMENT "C"
CONSULTANT'S BASIC AND ADDITIONAL SERVICES

For the "Project Management Services for the Chamizal/Express Library Community Center, Alameda/Express Library Community Center and Loma Land Community projects" hereinafter referred to as the Project, the Consultant will provide the Basic and Additional Services as noted herein.

BASIC SERVICES OF THE CONSULTANT

GENERAL

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

PRECONSTRUCTION SERVICES

At the Owner's request, the Consultant shall provide the following services associated with planning, project development, and design management.

1. Advise and consult with the Owner and act as the Owner's representative as provided in the professional services agreement for design.
2. Issue the Owner's instructions to the design consultant.
3. Organize and setup project development plan which includes scope of work, cost estimate, project schedule
4. Work with City's Public Affairs Office to develop public outreach plan
5. Meet with all stakeholders including public to develop scope of work
6. Develop cost estimate that is within budget.

7. Develop project schedule.
8. Recommend purchasing delivery method.
9. Be present on AE selection.
10. Setup scoping meeting with design firm.
11. Prepare independent cost estimate for design fee negotiations.
12. Negotiate design consultant fee.
13. Prepare record of negotiation.
14. Work with City staff on design contract preparation.
15. Prepare power point presentation for Council award of design contracts.
16. Issue design notice to proceed.
17. Enforce contract schedule requirements.
18. Review design and construction documents.
19. Ensure that design documents comply with scope, budget, and schedule.
20. Obtain final design and construction documents from designer and submit to City staff.
21. Comply with Cone of Silence policy during bid phase.
22. Advise consultants of bidders' question and ensure that consultants provide responses to questions.
23. Evaluate bids and provide recommendations to City staff.
24. Prepare power point presentation for Council award on construction contract.

CONSTRUCTION PHASE

At Owner's request, the Consultant shall provide the following services associated with the construction phase of the Project:

1. Advise and consult with the Owner and act as the Owner's representative as provided in the general conditions of the construction contract. Such general conditions shall be the Owner's standard general conditions for construction projects, with such changes and modifications as may be made in such general conditions from time to time.
2. Issue the Owner's instructions to the construction contractor when required to do so,
5. The construction manager/project inspector shall inspect work performed by Contractors, Subcontractors, Vendors as required by construction documents and City of El Paso Engineering requirements and guidelines.
6. Monitor and manage the project construction contract, cost and schedule.

7. Visit the construction site at least once daily or more frequently, if necessary, to observe the progress and quality of the executed work and to determine if such work meets the essential performance and design features and the technical and functional requirements of the construction contract documents. On the basis of these on-site observations, the Consultant shall endeavor to guard the Owner against apparent defects and deficiencies in the permanent work constructed by the construction contractor. The Consultant's efforts shall be directed toward providing assurance for the Owner that the completed construction contract shall conform to the engineering requirements of the construction contract documents. However, the Consultant shall not be responsible for the construction contractor's failure to perform the construction work in accordance with the construction contract documents. Nothing in this Agreement shall be construed as requiring the Consultant to assume responsibility for or to guarantee the complete adherence of the construction contractor to the Drawings and Specifications and the construction contract documents.
8. The Consultant shall provide the Owner with detailed typed or printed field notes for each construction site visit to include, but not limited to, notations regarding the number of workers present on the job site, the weather conditions and how the weather conditions may/may not affect the performance of the work for that day, the material or equipment delivered, any filed problems, a summary of construction activities, result of follow up inspection of previously reported deficiencies, any verbal discussions that took place, any concerns or problems to be addressed and the rate of progress on the work.
9. Schedule and lead the weekly progress meetings, properly documenting all issues and ensure all stakeholders are present to resolve them in order to keep the project moving forward. Assist in the coordination of the project with third parties.
10. Review, process and track all shop drawings diagrams, illustrations, brochures, catalog data, schedules, and samples, the results of tests and inspections and other data which the construction contractor is required to submit, for conformance with the design concept of each construction contract and compliance with the information given in the construction contract documents. Such review must be complete within five City working days following receipt of submittal documents, or as required by the Owner.
11. Prepare change orders to include independent detailed opinion of probable construction cost, for the Owner's approval, after securing approval of all agencies having approval authority over the construction contract.
13. Based on the Consultant's on-site observations as an experienced professional and on review of the construction contractor's applications for payment and supporting data (supporting data shall include detailed plan sheets showing the limits of payment for verified quantities and/or detailed quantity sheets), determine the amount owing to the construction contractor and recommend in writing payment to the construction contractor in such amounts; such recommendation of payment to constitute a representation to the Owner, based on such observations and review, that the work has progressed to the point

indicated and that, to the best of the Consultant's knowledge, information and belief, the quality of the work is in accordance with the construction contract documents, meets the required standards for any tests called for in the construction contract documents, and conforms to any qualifications stated in the construction contract documents. By recommending an application for payment, the Consultant shall not be deemed to have represented that the Consultant has made any examination to determine how or for what purposes the construction contractor has used the monies paid on account of the construction contract price.

Schedule the initial start-up and test operation of equipment or devices.

14. Conduct with the Owner and construction contractor brief preliminary inspections as needed, at times requested by the construction contractor to determine if the Project is ready for substantial completion inspection.
15. Schedule and conduct with the Owner, including representative of the City Engineer and the user department, the State ADA inspector or State certified ADA consultant, and the construction contractor, a substantial completion inspection of the Project and prepare and publish a "punch list" of minor deficiencies to be corrected prior to final payment to the construction contractor. The "punch list" shall be furnished to the construction contractor and the Owner within two City working days after the substantial completion inspection.
16. In conjunction with the design consultant, issue a "Certificate of Substantial Completion" using EJCDC document 1910-8-D (1983 version) when the final inspection reveals that the Project is substantially complete and fully usable for its intended purpose with only minor deficiencies to be corrected. The certificate shall be issued within two City working days after the final inspection.
17. Coordinate the initial start-up and test operation of equipment or devices and the preparation of manuals of operation and maintenance.
18. Schedule and conduct with the Owner a final inspection to verify proper correction of all punch list deficiencies. Notify the Owner in writing when all deficiencies have been corrected, and when warranty, maintenance, and operating instructions and other documents have been submitted by the construction contractor. Act on and forward the construction contractor's final invoice for payment.
19. Consultant shall review any close out documentation as required by the contract, including but not limited to maintenance and operation instructions, schedules, guarantees, bonds, certificates of inspection, and other documents that the construction contractor is required to submit in accordance with the construction contract documents.
20. Make written recommendations to the Owner on all claims relating to the execution and progress of the construction work.

21. Notify the Owner of all permanent work which does not conform to the result required in each construction contract; prepare a written report describing any apparent nonconforming permanent work, and make recommendations to the Owner for its correction and, at the Owner's request, have recommendations implemented by the construction contractor.
22. Serve as an expert witness for the Owner in any litigation or other proceeding involving the Project.
23. The Consultant may perform Additional Services in connection with the Project, which are not otherwise provided for in this Agreement. The owner shall pay for such Additional Services at the rates established by Consultant in Attachment "B" except where those services are required as a result of negligence or other fault on the part of the Consultant.

ATTACHMENT "D"

PAYMENT SCHEDULE

For the "Project Management Services for the Chamizal/Express Library Community Center, Alameda/Express Library Community Center and Loma Land Community projects", hereinafter referred to as the Project, the Owner will compensate the Consultant an amount not to exceed **ONE MILLION TWO HUNDRED THIRTY SEVEN THOUSAND THIRTY EIGHT AND 00/100 DOLLARS (\$1,237,038.00)** for all Basic Services and reimbursables noted within the Agreement and its attachments.

PAYMENT SCHEDULE

Time and materials shall be billed to Owner by Consultant pursuant to the schedule provided in the consultant's proposal found in Attachment B. The time shown in Attachment B is an estimate. Should the services rendered during the construction phase exceed the estimated amount, written authorization will be required prior to rendering service. Written authorization shall be only by contract amendment in accordance with the contract provisions and applicable law.

The Owner shall make payments upon presentation of the Consultant's detailed Invoice and accompanying Summary and Progress Report and the Owner's written approval.

The invoice must clearly identify each employee name, title, hours worked, date of performance, task or project description, rate per hours and/or cost, and office/company location.

Reimbursable Costs: Efforts must be made to secure a *reasonable* and/or lowest rate available in the marketplace.

Receipts: Legible itemized receipts are required for the following: 1. Meals 2. Hotel (lodging) costs. 3. Airfare travel costs. 4. Parking costs. 5. Automobile or Equipment Rental costs. 6. Taxi, Limousine, Bus, Subway, or other travel costs. 7. Reproduction. 8. Shipping and Handling. 9. Local Postage/Deliveries (courier services). 10. Communication Costs. *Tips and alcohol are not reimbursable.*

No single invoice may include items for both August and September of any given year. The Owner's fiscal year begins on September 1st of each year and ends on August 31st of each year. The Consultant's invoices must be separated into items that end August 31st and those that begin on Septembers 1st of any given year, to coincide with the Owner's fiscal year.

Communications Costs: Long Distance telephone calls need to be identified and strictly related to work performed under this Agreement in order to be reimbursable by the Owner. A log is preferred showing the date, person's name called, and explanation. Cell phone monthly charges are reimbursable if usage is strictly related to work performed under this Agreement. Legible itemized cell phone records are required.

Personal Automobile Mileage: Expense report must clearly identify the departure/arrival time, To/From destinations and purpose of trip.

Entertainment Costs: Entertainment costs are not reimbursable, including: 1. Movie costs for "Pay for View" or Cable service. 2. Alcohol costs. 3. Monetary Tips (tipping) for any and all services related to all forms of travel (and/or entertainment).

ATTACHMENT "E"
INSURANCE CERTIFICATE



Community Centers - Chamizal/Alameda/Lomaland Program Management Services

Request Approval for Award
RFQ – AE Selection

Strategic Plan Goal:

4) Enhance El Paso's Quality of Life through Recreational, Cultural and Educational Environments

"Delivering Outstanding Services"



Community Centers - Chamizal/Alameda/Lomaland Program Management Services

Procurement Summary

Type of Contract: Professional Services RFQ

- 18 days for submittals
- 5 firms submitted qualifications
- 3 local, 2 non-local
- 1 firm ranked highest and recommended by review committee

Recommendation

- ABACUS Project Management, Inc. /Phoenix, Arizona
- **Schedule**
 - Thirty Seven (37) Months upon Notice To Proceed

"Delivering Outstanding Services"



Community Centers - Chamizal/Alameda/Lomaland Program Management Services

Approved Budget - \$33,000,000.00 Total for all three projects

Item	Source	Amount
Proposal	2012 QOL	\$1,237,038 Initial contract. Additional authorization of \$50,000.00 if needed.
Total Today's Request For Action		\$1,337,038.00



Community Centers - Chamizal/Alameda/Lomaland Program Management Services

Scope of Work

- **PROVIDE TURNKEY PROGRAM MANAGEMENT SERVICES**

(Overview by City Capital Improvement Department)

Community Input Meetings and Feedback

Architect/Engineering Services Solicitations and Management

Project Scopes and Budget Definition and Management

(Two centers designated to have “express” library components)

Management of Design through Contract Documents

Construction Contract Development and Solicitation Management

Construction Management and Coordination of FFE/IT needs

start of work thru completion, closeout and move in

“Delivering Outstanding Services”



Community Centers - Chamizal/Alameda/Lomaland Program Management Services

Project Sites

2119 Cypress 4.15 Acres



Chamizal Location

7380 Alameda 4.49 acres



Alameda Location

"Delivering Outstanding Services"

Lomaland Park 10.9 acres



Lomaland Location



Community Centers - Chamizal/Alameda/Lomaland Program Management Services

End of Presentation

Questions & Comments

"Delivering Outstanding Services"