#### CITY OF PFLUGERVILLE SHORT FORM CONTRACT

#### (Construction and Non-Professional Services)

This contract dated the 20 of May 2024, is between the City of Pflugerville ("City") and ALPHA FACILITIES SOLUTIONS, LLC ("Contractor") (the "Contract").

#### I. TERMS

In consideration of \$101,384 (One hundred and one thousand three hundred and eighty-four dollars), the Contractor shall provide the services described in Attachment A, which is incorporated by reference, according to all its provisions.

#### **II. DURATION**

Contractor shall complete all required work within 14 weeks after the effective date of this Contract.

#### III. PAYMENT

Payment shall be made under the terms and conditions of Attachment B, which is incorporated by reference, according to all its provisions. Payments under the Contract, including the time of payment and the payment of interest on overdue amounts, shall be subject to Chapter 2251, Texas Government Code. The City reserves the right to modify any amount due to Contractor presented by invoice to the City if necessary, to conform the amount to the terms of the Contract.

Should this agreement extend beyond the current budgeted fiscal year, the Contractor and City hereby agree that the City's obligation to make payment on this Contract shall terminate should City Council fail to provide such funding after September 30<sup>th</sup> of the required year.

#### **IV. ASSIGNMENT**

Contractor may not assign any interest under this Contract without the City's prior written consent. Such consent to be at the City's sole discretion.

#### V. STATUS OF CONTRACTOR

The Contractor is an Independent Contractor. Contractor and Contractor's employees are not the agents, servants or employees of the City.

#### VI. AMENDMENT OR MODIFICATION

This Contract, including any attachments, constitutes the parties' entire agreement. This Contract may not be modified or replaced except by another signed written Contract.

#### VII. INDEMNITY

The Contractor must indemnify, hold harmless and defend the City, its officers, agents and employees, from and against liability for any and all claims, liens, suits, demands, and/or actions for damages, injuries to persons (including death), property damage (including loss of use), and expenses, including court costs and attorneys' fees and other reasonable costs arising out of or resulting from the Contractor's work and/or activities conducted in connection with or incidental to this Contract and from any liability arising out of or resulting from the intentional acts or negligence, including all such causes of action based upon common, constitutional, or statutory law, or based in whole or in part upon the negligent or intentional acts or omissions of Contractor, including but not limited to its officers, agents, employees, subcontractors, licensees, invitees, and other persons.

Contractor must at all times exercise reasonable precautions on behalf of, and be solely responsible for, the safety of its officers, agents, employees, subcontractors, licensees, invitees and other persons, as well as their property, while in the vicinity where the work is being done. It is expressly understood and agreed that the City shall not be liable or responsible for the negligence of the Contractor, including but not limited to its officers, agent, employees, subcontractors, licensees, invitees, and other persons.

Further, the City assumes no responsibility or liability for harm, injury, or any damaging events which are directly or indirectly attributable to premises defects which may now exist or which may hereafter arise upon the premises, responsibility for any and all such defects being expressly assumed by the Contractor.

BOTH CITY AND CONTRACTOR EXPRESSLY INTEND THAT THE INDEMNITY PROVIDED FOR IN THIS CONTRACT IS INDEMNITY BY CONTRACTOR TO INDEMNIFY AND PROTECT THE CITY FROM THE CONSEQUENCES OF THE CITY'S OWN NEGLIGENCE WHILE CITY IS PARTICIPATING IN THIS CONTRACT WHERE THAT NEGLIGENCE IS A CONCURRING CAUSE OF THE INJURY, DEATH, OR DAMAGE. FURTHERMORE, THE INDEMNITY PROVIDED FOR IN THIS PARAGRAPH SHALL HAVE NO APPLICATION TO ANY CLAIM, LOSS, DAMAGE, CAUSE OF ACTION, SUIT, AND LIABILITY WHERE THE INJURY, DEATH, OR DAMAGE RESULTS FROM THE SOLE NEGLIGENCE OF THE CITY, UNMIXED WITH THE FAULT OF ANY OTHER PERSON OR ENTITY.

#### VIII. INSURANCE AND BONDS

#### A. <u>GENERAL REQUIREMENTS</u>

The Contractor must maintain the type and amounts of insurance required in this Contract throughout the term of the Contract. Contractor must provide a Certificate of Insurance evidencing the required coverage types and amounts before the Contract is signed. All policies are subject to examination and approval by the City for their adequacy. The City may terminate this Contract if the Contractor fails to comply with all insurance requirements.

Insurance naming the City as additional insured must be primary insurance and not contributing with any other insurance available to the City, under any third-party liability policy.

#### B. <u>ADDITIONAL REQUIREMENTS</u>

The required liability insurances and their certificates must:

- 1. Name the City as an additional insured for operations under this Contract.
- 2. Provide for 30 days advance written notice of cancellation or material change.

#### C. <u>TYPES AND AMOUNTS OF INSURANCE</u>

The following insurance is required under this contract:

1.	<u>Type</u> Workers' Compensation Employer's Liability OR Occupational Injury/Accidental Injury Protection	<u>Amount</u> Statutory Limits \$1,000,000 each accident
2.	Commercial (Public) Liability including but not limited to: . Premises/Operations	\$1,000,000 per occurrence \$2,000,000 general aggregate
	. Independent Contractors . Products/Completed Operations . Contractual Liability	OR
	. Personal Injury (Insuring above indemnity)	\$2,000,000 combined single coverage limit
3.	Business Automobile Liability to include coverage for: . Owned/Leased Autos	\$1,000,000 combined single limit

D. STATUTORY BOND REQUIREMENTS

. Non-Owned Autos

. Hired Cars

When applicable, the Contractor shall procure such bonds as shall be required under Texas Government Code Chapter 2253. All bonds are subject to examination and approval by the City for their adequacy. The City may terminate this contract if the Contractor fails to comply with any bond requirements.

#### **IX. TERMINATION**

#### **Termination for Convenience**

This Contract may be terminated by either party with thirty (30) days written notice. If the City terminates this Contract under this paragraph, the City will pay the Contractor for all services rendered in accordance with this Contract to the date of termination.

#### **Termination for Default.**

Subject to any other provisions for termination herein, either party to this Contract may terminate this contract as provided in this paragraph if the other party fails to comply with its terms. The party alleging the default will give the other party notice of the default in writing citing the terms of the Contract that have been breached and what action the defaulting party must take to cure the default. If the party in default fails to cure the default as specified in the notice the party giving notice of default may termination this Contract by written notice to the other party, specifying the date of termination. Acting on behalf of the City, the City Manager may terminate this Contract for the breach as provided in this paragraph. Termination of this Contract as allowed by law, including any damages or costs suffered by either party.

#### X. GOVERNING LAW/VENUE

Texas law governs this Contract and any lawsuit must be filed in a court that has jurisdiction in Travis County, Texas.

#### XI. VERIFICATION OF EMPLOYMENT ELIGIBILITY

Contractor must comply with the Immigration Reform and Control Act (IRCA) and may not knowingly obtain labor or services of an unauthorized alien. Contractor -- not City -- must verify eligibility for employment as required by IRCA.

#### XII. INDEBTEDNESS TO CITY

Contractor agrees that no payments owed by him, of any nature whatsoever, to the City, including payment in advance for service charges or any sums of any character whatsoever, shall become delinquent or in arrears.

The City will not award contracts for goods or services to any bidder in arrears to the City for any debt, claim, demand, or account whatsoever, including taxes, penalty and interest. Contractor is responsible for ensuring that no indebtedness exists.

The City may offset payments due under this Contract against any debt, claim, demand or account owed to the City by Contractor.

#### XIII. SALES TAX

The City qualifies as an exempt agency under the Texas Limited Sales, Excise and Use Tax Act (the "Tax Act") and is not subject to any State or City sales taxes on materials incorporated into the project. Labor used in the performance of this contract is also not subject to State or City sales taxes. The City will provide an exemption certificate to the Contractor. The Contractor must have a sales tax permit issued by the Comptroller of Public Accounts and shall issue a resale certificate complying with the Tax Act, as amended, when purchasing said materials. The Contractor is responsible for any sales taxes applicable to equipment purchases, rentals, leases, consumable supplies which are not incorporated into the services to be provided under this Contract, tangible personal property purchased for use in the performance of this Contract, or other taxes required by law in connection with this Contract.

#### XIV. COMPLIANCE WITH LAWS, CHARTER, ORDINANCES

Contractor, its agents, employees and subcontractors must comply with all applicable federal and state laws, the charter and ordinances of the City of Pflugerville, and with all applicable rules and regulations promulgated by local, state and national boards, bureaus and agencies. Contractor must obtain all necessary permits, bonds and licenses that are required in completing the work contracted for in this agreement.

#### XV. DISCLOSURES, CONFLICTS AND DISPUTE RESOLUTION

Contractor represents that it is in compliance with the applicable filing and disclosure requirements of Chapter 176 of the Texas Local Government Code, Conflicts of Interest Questionnaire, Chapter 2252, Texas Government Code, and Form 1295, Certificate of Interested Parties, online filing with the Texas Ethics Commission.

This Contract will be governed by the provisions of Subchapter I, Chapter 271, Tex. Local Gov't Code, regarding the obligations of the parties for any disputes arising hereunder.

#### XVI. MANDATORY CONDITIONS FOR GOVERNMENT CONTRACTS

When applicable, the City may not enter into a contract with a company for goods and services unless the contract contains a written verification from the company that it; (i) does not boycott Israel; (ii) will not boycott Israel during the term of the contract; (iii) does not boycott energy companies; (iv) will not boycott energy companies during the term of the contract; (v) does not have a practice, policy, guidance or directive that discriminates against a firearm entity or firearm trade association; and (vi) will not discriminate during the term of the contract against a firearm entity or firearm trade association (Texas Government Code, Chapter 2271.002; 2274.002).

Contractor hereby verifies that it does not boycott Israel, and agrees that, during the term of this agreement, will not boycott Israel as this term is defined in the Texas Government Code, Section 808.001, as amended. Contractor hereby verifies that it does not boycott energy companies, and agrees that, during the term of this agreement, will not boycott energy companies as this term is defined in Texas Government Code, Section 809.001, as amended. Contractor hereby verifies that it does not boycott energy companies as this term is defined in Texas Government Code, Section 809.001, as amended. Contractor hereby verifies that it does not have a

practice, policy, guidance or directive that discriminates against a firearm entity or firearm trade association, and agrees that, during the term of this agreement, will not discriminate against a firearm entity or firearm trade association as those terms are defined in Texas Government Code, Section 2274.001, as amended.

Further, Contractor hereby certifies that it is not a company identified under Texas Government Code, Section 2252.152 as a company engaged in business with Iran, Sudan, or Foreign Terrorist Organizations.

IN WITNESS HEREOF, the parties hereto have executed this contract:

CITY OF PFLUGERVILLE

CONTRACTOR

By:\_\_

APPROVED AS TO FORM:

By:

By Keith Jones (printed name)

Title: Chief Practice Officer / Principal

Federal Tax I.D. # 26-0845867

Corporate Secy's Attestation if applicable:

Corporate Seal if applicable:

#### ATTACHMENT A SCOPE OF WORK

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City of Pflugerville

## Facility Asset Management Services

March 22, 2024

#### ALPHA Facilities Solutions 4085 Cibolo Canyons Street Suite 200 Office: (210) 492-5742 Fax: (210) 404-9841 www.alphafacilities.com

#### **Points of Contact:**

John A. Garcia Managing Director (210) 240-7531 john.garcia@alphafacilities.com

Keith Jones Chief Practice Officer (979) 229-4637 *keith.jones@alphafacilities.com* 











March 26, 2024

Evan Groeschel Operations Director for Public Works City of Pflugerville 100 E Main St Pflugerville, TX 78660 <u>evang@pflugervilletx.gov</u> 512.990.6100

Dear Mr. Groeschel:

Re: Facility Condition Assessment, Asset Inventory, Barcode Tagging and PM Schedule Approximate Gross Square Footage: 167,000 GSF

Following up on our discussion with your team, thank you for the opportunity to provide the city with a proposed scope of work and deliverables for your consideration. Once we agree on scope, we will develop a fee proposal for signature.

We understand the city will be using City Works as your preferred software solution.

#### Scope of Work

#### 1. Capital Planning Facility Condition Assessment

As part of this work effort, we will perform a lifecycle cost analysis of the existing building systems to include current capital investment, current operating costs, and future capital replacement costs. The analysis will also include risk analysis of existing building systems.

Facilities will be assessed by our assessment teams comprised of qualified architects, engineers and/or construction professionals. Our teams will include a professional to assess architectural and mechanical, electrical and plumbing components of your facilities.

Our teams will evaluate the condition and estimate the remaining service life for the purposes of renewal forecasting for the building systems shown below.

- 1. Exterior systems: Roof systems, Wall systems, Window systems, and Exterior door systems.
- 2. Interior systems: Wall systems, Interior door systems, Floor systems and Ceiling systems.
- 3. Heating, ventilation and air conditioning
- 4. Electrical and electrical distribution systems: Branch wiring systems, Lighting systems and Service distribution system.
- 5. **Plumbing systems:** Plumbing fixture system, Sanitary sewer system and Domestic water distribution system.
- 6. **Fire protection systems:** Emergency lighting system, fire sprinkler and suppression system, fire alarm detection system and standpipe system
- 7. Elevator systems
- 8. Site Systems: Vehicular and Pedestrian Pavements. (Immediately adjacent to the facilities receiving services)

Visible systems will be evaluated by physically touring the site and by conducting interviews of facility personnel with historical knowledge of each of the assets. Data collected and information gathered will be related to system type, age, quantities and condition in order to construct accurate budget estimates.

Outlined below is a summary of the site and infrastructure assessment services to be included with this work effort:

We will perform a visual Pavement Condition Assessment of pavement surface to document the current condition of the pavement.

- Parking Lots Curbs, gutters, pavement markings, and pavement surfaces.
- Pedestrian Paving (Sidewalks and other Small Paved Areas) Curbs, gutters, pavement markings, and pavement surfaces.

Assumptions - Client will provide:

- Installation date(s) of each system in each area
- Naming convention for roadways, parking lots, plazas and other paved areas
- Maintenance history, previous paving studies, and renovation documentation

In the event that this documentation is not available our team will:

- Assume the paving systems installation date to be the same as the construction date of adjacent structures
- Will calculate approximate Gross Square Footages from satellite imagery or maps

Deliverables - Findings for the Pavement Condition Assessment will be included in the overall FCA report. Budget estimates for individual paving needs will be developed and input into capital planning software. The assessment report will include a summary of the findings of each different pavement item assessed (e.g. parking lots and pedestrian paving) and location maps of the deficiencies observed during the assessment.

#### Assumptions

Client will provide mechanical room keys (when escorts are not available), floor plans, ladders and copies of maintenance logs as requested to support the project.

#### **Definition of Data and Data Collection Standards**

We will assist in defining facility condition data standards and collection standards. We will also use these standards to assess and report conditions for the property elements noted above.

#### **Digital Photographs**

Digital photos will be captured and used for internal quality control purposes. Photos will be captured for building identification and documentation of asset and system conditions. Select photos will be used within the narrative reports; however, all photos will be made available through a Share Point site for the client's convenience.

#### **Corrective Action Recommendations and Costing**

Budgets will be provided for deficient conditions identified during the facility condition assessment. Parametric cost estimates are based on nationally recognized estimating data such as RSMeans.

#### **Deficiency Prioritization**

We understand the reduction of the current backlog of maintenance items to be a multi-year task, and we must be able to assign a priority to each deficiency. Before data collection begins, we will work with you to establish prioritization standards.

#### Data Analysis and Reports

#### Facility Condition Index (FCI)

We will develop an, FCI to quantify the deficiencies in each building. Our data is used to report the relative condition of buildings using a ratio of needed repairs (NR) over current replacement value (CRV) for the facility condition index (FCI). This ratio will allow you to sort your facilities into a list of "worst first." This list will become a powerful document when planning and prioritizing remediation.

$$FCI = \left\{\frac{Needed \ Repairs}{(CRV)}\right\} x \ 100$$

We will provide an FCI for current timeframe and an extended FCI for current plus five years for all facilities/sites in which the FCA is conducted.

#### **Facility Renewal Forecasting**

Long-range funding for facilities is accomplished by identifying the rate of renewal required to maintain components of each facility as it depreciates and becomes unusable. As part of the facility renewal forecasting activities, we will:

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

After the condition assessments are complete, we will develop forecasts for the renewal of building systems through life-cycle analysis. These forecasts will assist in the creation of budgets for capital renewal. Additionally, they allow for the long-term projection of renewal cost. Future work will be estimated by taking the cost of a particular system renewal and forecasting the date of renewal by determining the expected life.

Examples of capital renewal forecast data are shown on the following pages.

**Capital Renewal Schedule (***Tabular***)**. This chart is an example of a tabular view of all of the current deficiences together with a view of when the organization should budget for reinvestment in building systems as they approach their end of design life. The data is organized by building system following the UNIFORMAT structure.

System	2024	2025	2026	2027	2028	2029
Needs by Year	\$21,282,581	\$807,548	\$242,118	\$5,741,521	\$331,765	\$4,960,827
Exterior Enclosure	\$2,312,018	\$0	\$94,499	\$92,827	\$17,274	\$70,633
Exterior Walls (Finishes)	\$468,513	\$0	\$0	\$0	\$0	\$43,928
Exterior Windows	\$1,254,078	\$0	\$81,959	\$1,710	\$0	\$0
Exterior Doors	\$457,757	\$0	\$0	\$91,117	\$17,274	\$1,626
Maintenance Roll-up Door	\$131,670	\$0	\$12,540	\$0	\$0	\$25,080
Roofing	\$571,445	\$37,643	\$0	\$110,381	\$0	\$10,383
Roof Coverings	\$571,445	\$37,643	\$0	\$110,381	\$0	\$10,383
Interior Construction	\$2,243,113	\$12,312	\$125,025	\$417,030	\$0	\$3,593
Interior Doors	\$1,713,068	\$0	\$117,674	\$294,799	\$0	\$0
Specialties	\$406,925	\$0	\$7,351	\$116,075	\$0	\$3,593
Toilet Partitions	\$123,120	\$12,312	\$0	\$6,156	\$0	\$0
Interiors	\$5,868,384	\$0	\$15,976	\$286,460	\$312,535	\$658,943
Ceiling Finishes	\$1,511,025	\$0	\$15,976	\$25,456	\$129,866	\$49,273
Floor Finishes	\$2,886,155	\$0	\$0	\$250,373	\$182,670	\$481,870
Wall Finishes	\$1,471,204	\$0	\$0	\$10,631	\$0	\$127,800
Plumbing	\$1,992,669	\$0	\$0	\$1,383,005	\$0	\$2,476,316
Domestic Water Distribution	\$123,038	\$0	\$0	\$365,305	\$0	\$297,300
Plumbing Fixtures	\$1,012,584	\$0	\$0	\$547,876	\$0	\$1,200,799
Sanitary Waste	\$857,047	\$0	\$0	\$469,824	\$0	\$978,217
HVAC	\$2,825,851	\$630,571	\$0	\$1,942,423	\$0	\$714,470
Controls and Instrumentation	\$11,375	\$275,345	\$0	\$157,174	\$0	\$45,836
Distribution System	\$2,151,767	\$355,226	\$0	\$1,783,340	\$0	\$602,476
Heat Generation	\$419,149	\$0	\$0	\$0	\$0	\$66,157
Terminal & Package Units	\$243,560	\$0	\$0	\$1,909	\$0	\$0
Fire Protection	\$1,805,532	\$80,023	\$0	\$423,374	\$0	\$46,164
Fire Alarms	\$1,011,043	\$80,023	\$0	\$423,374	\$0	\$0
Sprinklers & Standpipe	\$794,489	\$0	\$0	\$0	\$0	\$46,164
Electrical	\$2,958,355	\$0	\$0	\$1,086,020	\$1,955	\$443,947
Branch Wiring	\$1,087,732	\$0	\$0	\$555,234	\$1,955	\$144,183
Lighting	\$1,252,939	\$0	\$0	\$518,938	\$0	\$299,765
Service Distribution	\$560,115	\$0	\$0	\$558	\$0	\$0
Emergency Lighting and Signage	\$57,568	\$0	\$0	\$11,290	\$0	\$0
Equipment & Furnishing	\$135,864	\$0	\$6,619	\$0	\$0	\$536,377
Institutional Equipment	\$135,864	\$0	\$6,619	\$0	\$0	\$536,377
Site Infrastructure	\$569,350	\$47,000	\$0	\$0	\$0	\$0
Pedestrian Pavements	\$27,500	\$0	\$0	\$0	\$0	\$0
Vehicular Pavements	\$515,050	\$0	\$0	\$0	\$0	\$0

Table 1. Sample Current and Forecasted Needs Summarized by System (Current + 5 years)

**Capital Renewal Schedule (Bar Chart).** This chart is an example of how to communicate final needs to all levels of the organization. At the time the assessment is complete, the total value of the defered backlog is shown in the first bar. By assigning priorities, you can begin their planning efforts by prioritizing high, medium and low priority projects. This view of your overall capital renewal forecast also allows you to begin developing a project plan for the next 5, 10, 15, 20 years. It also allows you to proactively group projects in a fashion to develop a more balanced level of investment and avoiding large, unanticipated spikes in capital requirements.



#### Cumulative Cost of Annual Facility Needs



#### Needs by system

We will work with you to establish performance goals for your portfolio of buildings. For example, you may choose performance goals based upon industry benchmarks for age, physical condition, and functional adequacy. These performance goals will be supported by an investment strategy based on priorities and criteria established to meet your goals.

#### Capital Planning, Project Planning and Packaging

For your project, we will use our internal capital planning software to manage the data associated with your facility condition assessment program and generate your report deliverables.

The capital planning software will serve as a single repository for all asset-related data. Using the software, we will:

- 1. Determine the long-term system renewal costs and timing
- 2. Analyze the facility condition index (FCI) for assets

Outlined below is an example of how to view Facility Condition Index (FCI) data to determine relative status of condition of your facilities.

Facility Condition Index (FCI)*	General Description*
0 - 10	Facility new or well maintained (very good to good condition)
11 - 20	Facility is satisfactorily maintained (fair condition)
21 – 30	Facility is under maintained (poor condition)
31 – 60	Facility should be considered for significant renovation or possible replacement (critical condition - facility is still safe but may be more cost effective to replace than to maintain)

\*FCI ranges and associated condition descriptions can be adjusted according to preference for the best representation of the portfolio.

Building Name	Age (Years)	Area (SF)	Total Needs 2020	Current Replacement Value	2020 FCI %	Total Needs 2025	2025 FCI %
Academic	3 - 114	324,126	\$4,972,769	\$50,966,869	10	\$7,407,260	15
Administration	2 - 104	128,809	\$3,834,435	\$22,549,945	17	\$7,110,229	32
Library	3 - 44	131,719	\$1,193,650	\$20,298,583	6	\$2,454,187	12
Athletic	8 - 47	162,054	\$3,497,197	\$18,075,848	19	\$6,127,918	34
Totals:		746,708	\$13,498,051	\$111,891,244		\$23,099,594	

#### Sample Summary of Findings

#### II. Asset Inventory

An asset survey will be conducted for the purpose of noting remaining useful life of major building equipment. We will provide an inventory of fixed, visible and accessible building equipment to include the following or as otherwise defined:

Heating, Ventilation and Air Conditioning (HVAC)

- Air-Handling, Condensing, Make-Up Air and Energy Recovery Units
- Boilers
- Chemical Feed Injection System
- Chillers
- Chilled and Hot Water Circulation Pumps (1HP or Greater)
- Cooling Towers and Cooling Tower Pumps
- Exhaust Fans (Rooftop Only)
- Fan Coil Units
- Furnaces
- Heat Pumps
- Mini Split Systems (Ductless Systems Captured as Single Item)
- Packaged Units (Rooftop or Ground Units)
- Unit Heaters
- Unit Ventilators
- VAV Boxes, Fan Coil Units, and Unit Ventilators are collected at the individual level from client supplied drawings only.

Electrical

- Main Distribution Panel (Single Main Panel Only)
- Switchgear
- Motor Control Centers
- Emergency Generators (Mobile Units not Included)
- Automatic Transfer Switch
- Electric Door Systems (Exterior Doors Only)
- Transformers (Primary Service to Building Client Owned Only)
- Emergency Lights and Lighted Exit Signs (System Level Only).

Equipment

- Trash Compactors (Permanently Installed Client Owned)
- Laundry (Commercial Washers and Dryers)

**Commercial Kitchen** 

- Broilers, Grills, Fryers
- Ovens, Stoves, Proofers and Warmers
- Refrigerators, Coolers and Freezers (Both Walk-In and Reach-In)
- Dishwashers
- Garbage Disposals
- Grease Traps (No Barcode Tag Applied)
- Large Appliances Meat Slicers, Mixers, Microwaves, Commercial Toasters, Sheeters, etc.
- Exhaust Hoods

Plumbing

- Main Backflow Preventer (Includes Domestic and Fire)
- Domestic Water Booster Pumps (1 HP or Greater)
- Sump Pumps

- Domestic Hot Water Heaters (80 Gallons or Greater)
- Hot Water Storage Tanks

Life Safety/Security

- Fire Alarm Panel (Main Panel Only)
- Sprinkler System (System Level)
- Fire Suppression System (Kitchen and IT Based Systems)
- Fire Pump (Main and Jockey Pumps Greater than 1 HP)
- Fire Extinguishers and Automated External Defibrillators (System Level Only)
- Eyewash / Safety Showers (Permanently Installed)

Conveying

- Elevators
- Dumb Waiters

**Exterior Enclosure** 

- Overhead Garage Door (Commercial Type Doors Only)
- Garage Door Openers (Commercial Type Openers Only)

We will collect information noted on the equipment identification label when readily accessible, legible, and safe, such as:

- 1. Manufacturer, Model, and Serial
- 2. Capacities, Horsepower, and Voltage
- 3. Location by Building, Space, and Floor
- 4. Date Placed in Service

Items collected at the System Level will be collected as a single item so that work can be tracked against it.

#### III. Asset Barcode Tagging

In conjunction with the equipment inventory, a highly durable barcode/QR-code tag will be firmly affixed to the equipment included in the equipment inventory.

#### **IV. Preventive Maintenance Schedules**

Preventive maintenance schedules will be developed and delivered in an Excel spreadsheet format for your use in the CMMS of record.

Services include providing basic set-up and steps are described below:

- 1. **Format equipment listings:** We will format the equipment information by classification and type.
- 2. **Design process:** A teleconference will take place to review the required actions needed for finalization of the planned maintenance actions and selected scheduling sequence. Our technical team will review the planned maintenance schedules with your team and give step by step instructions on how to customize the schedules to fit your organizational needs and capabilities, including the selection of desired frequencies, start dates, schedules and technician designations. Along with the required work activities associated with the varying frequencies, our team will provide the time estimates required to complete these work activities.
- 3. **Optional Template load:** Upon concurrence of PM schedules, the Excel file will be provided for import into the designated CMMS.

#### V. Deliverables

A summary of the deliverables is outlined below:

 Facility Condition Assessment Report – The assessment findings will be delivered to you in a template which will be consumable by your work and asset management software application. A written report explaining the conditions of your facilities will be generated to summarize findings at the facility level. Initial reports and spreadsheets submitted to the owner will be considered a draft and subject to review/approval.

**Twenty-Year Capital Renewal Schedule** – A summary of deferred maintenance items will be generated from capital planning software providing the priority and cost associated with each need. Also included is a twenty-year capital renewal schedule detailing forecasted needs for each location and overall portfolio.

- 2. **Excel File Equipment Inventory** Equipment inventory data will be delivered in an Excel file and prepared in a format to be uploaded into the client's CMMS solution.
- 3. **Excel File Preventive Maintenance Schedules** The PM schedules will be delivered in an Excel file and prepared in a format to be uploaded into the client's CMMS solution.
- 4. Excel File Preventive Maintenance Hours A breakdown of required maintenance hours by classification e.g. HVAC, Electrical, Plumbing, Fire Protection, Life Safety and Kitchen Equipment will be provided in a summary format.

**Schedule**: The anticipated period of performance for this work effort is approximately 10 - 12 weeks from the time we begin the on-site field collection efforts, but could be concluded sooner depending on client's ability to provide required feedback in a timely manner.

#### Facilities Summary:

It is our understanding your portfolio of facilities equates to approximately 167,000 square feet.

#### Fee Proposal

Name of Project	City of Pflugerville		
Location	Pflugerville, TX		
Date Estimated	03/25/2024		
ALPHA Sourcewell Contract	0204-ALP		
Client Sourcewell Member Number	69740		ACILITIES
Client Sourcewell Member Profile	https://www.sourcewell-mn.gov/participating-agency/69740		
		SOLUTI	ONS, LLC
Asset Management Services (Estimated GSF)	167,000		
Estimated number of buildings	14		
Estimated start date	TBD		
Estimated completion date	TBD		

Asset management services as described within proposal for facilities totaling approximately 167,000 square feet. Proposed fees include project set up, mobilization, assessment data collection, and deliverables. We understand data will be delivered in a format coducive for the client's CMMS and capital planning software system.

#### Note

#### Prices based on Sourcewell Contract # 0204-ALP. Monthly invoices submitted based on a percent complete until project is complete.

#### City of Pflugerville Sourcewell ID# 69740

Proposed fee is good for ninety (90) days from the date estimated.

Description	Measure (Gross Square Footage)		Unit Cost	Fee
Facility Condition Assessment with Equipment Inventory	167,000	\$	0.0850	\$ 14,195.00
Asset Tagging Services	167,000	\$	0.0150	\$ 2,505.00
Development of Preventive Maintenance Schedules	167,000	\$	0.0130	\$ 2,171.00
Abbreviated Accesibilty Surveys	167,000	\$	0.0400	\$ 6,680.00
Asset Management Services to Support Third Party CMMS				
Software and PM Fees for Sub Consultant	1		Lump Sum	\$ 7,000.00
Model Development and Reporting Workshop (One-Time				
Fee) (Work performed by Withers-Ravenel)	1		Lump Sum	\$ 32,000.00
Managed Services - Year 1 (May 2024 - September 2024)				
(Work performed by Withers-Ravenel)	1		Lump Sum	\$ 10,833.00
Managed Services - Year 2 (October 2024 - September 2025)				
(Work performed by Withers-Ravenel)	1		Lump Sum	\$ 26,000.00
· · · · · ·				
	Total Estimated Fee 💲 101,384			

**Invoice and Payment** – ALPHA will submit monthly invoices based upon percent work complete. We will include with each invoice a monthly status report summarizing activities that support percent of work complete. Invoiced amounts should be paid within 30 days of receiving invoice.

Again, thank you for the opportunity to support you on this important project. We look forward to discussing your program needs further once you've had an opportunity to review our proposal.

Please contact Kimberley Jones at 210-464-4630 or me if you have any questions or comments.

ALPHA FACILITIES SOLUTIONS, LLC

Date:	

Signature

Approved:\_\_\_\_\_

Keith Jones Chief Practice Officer Mr. Evan Groeschel Operations Director Public Works City of Pflugerville

# Appendix A - Life Cycle Modeling SOW to be Performed by Withers Ravenel as a Subcontractor to ALPHA Facilities Solutions

#### **Scope of Services**

Consultant shall provide the services identified under each task below as its "Basic Services" under the Agreement.

#### Model Development & Reporting Workshop

#### Sub-Task 1: Model Development

Consultant will utilize Client data and input to refine the lifecycle model(s) for the asset class(es) described in the Project Description section.

Consultant will provide results of lifecycle model(s) for the identified scoped asset(s).

Consultant will schedule workshops as required for Client to answer questions regarding data, existing processes, or other factors pertaining to the model.

#### Deliverables

Consultant will build and optimize the infrastructure model(s) with multiple budget scenarios and treatment options.

A minimum of three (3) budget scenarios will be built and provided:

Calibration simulation that illustrates an unlimited budget and where recommended treatments would be applied.

A budgeted simulation that applies to Client's current budget.

A recommended budget simulation that will improve the overall health of assets.

#### Sub-Task 2: Reporting Workshop

Provide a Reporting Workshop along with documentation that reviews the results of the lifecycle model(s) generated and a recommended budget strategy.

Review the asset lifecycle model(s), results, and available reporting.

#### Deliverables

Presentation by WithersRavenel's Subject Matter Expert to review lifecycle model results.

Review of results of the different budget simulations and recommendation of most adequate budget.

Written or online documentation detailing the results of the different budget scenarios and the recommended budgeted amount to successfully manage assets. \*Note: If provided with a PowerBI Dashboard as a reporting deliverable a maximum of two PowerBI licenses will be provided. Additional licenses can be purchased upon request for an additional fee.

#### **Managed Services**

Provide ongoing managed services to continue to support the lifecycle model(s) when infrastructure is added or updated.

Following delivery of the lifecycle model, the Consultant will provide managed services for ongoing support to Client staff to keep the model(s) up to date as infrastructure is added or repaired.

Provide updates on a quarterly basis, with data refreshes and new budget simulations once per year.

Consultant will be available to answer questions regarding the existing model and budget simulations.

Deliverables

1. Written or online documentation that details the results of the updated budget scenarios.



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#### ATTACHMENT B PAYMENT

Payment will be in monthly installments after all work is completed, inspected, and as invoiced monthly. Final payment will occur after acceptance of the work by the City.

Before payment is made the Contractor must execute and provide to the City an affidavit that all bills for labor, materials and incidentals incurred by subcontractors, materialmen, mechanics, and suppliers under the contract have been paid in full, and there are no claims pending of which Contractor has been notified.

#### **ATTACHMENT C:**

#### STATE MANDATED WORKERS' COMPENSATION INSURANCE LANGUAGE

### THIS ATTACHMENT IS ONLY APPLICABLE IF WORKERS' COMPENSATION COVERAGE IS PROVIDED

#### a. Definitions

**Certificate of coverage ("certificate")** - a copy of a certificate of insurance, a certificate of authority to selfinsure issued by the commission, or a coverage agreement (DWC-81, DWC-82, DWC-83, or DWC-84), showing statutory workers' compensation insurance coverage for the person's or entity's employees providing services on a project, for the duration of the project.

**Duration of the project** - includes the time from the beginning of the work on the project until the contractors's/person's work on the project has been completed and accepted by the City.

**Persons providing services on the project ("subcontractors" in 406.096)** - includes all persons or entities performing all or part of the services the contractor has undertaken to perform on the project, regardless of whether that person contracted directly with the contractor and regardless of whether that person has employees. This includes, without limitation, independent contractors, subcontractors, leasing companies, motor carriers, owner-operators, employees of any such entity, or employees of any entity which furnishes persons to provide services on the project. "Services" include, without limitations, providing, hauling, or delivering equipment or materials, or providing labor, transportation, or other service related to a project. "Services" does not include activities unrelated to the project, such as food/beverage vendors, office supply deliveries, and delivery of portable toilets.

- b. The Contractor shall provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all employees of the contractor providing services on the project, for the duration of the project.
- c. The Contractor must provide a certificate of coverage to the City prior to being awarded the contract.
- d. If the coverage period shown on the Contractor's current certificate of coverage ends during the duration of the project, the Contractor must, prior to the end of the coverage period, file a new certificate of coverage with the City showing that coverage has been extended.
- e. Contractor shall obtain from each person providing services on a project and provide to City:

(1) a certificate of coverage, prior to that person beginning work on the project, so the City will have on file certificates of coverage showing coverage for all persons providing services on the project; and

(2) no later than seven (7) days after receipt by the Contractor, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project.

- f. The Contractor shall retain all required certificates of coverage for the duration of the project and for one (1) year thereafter.
- g. The Contractor shall notify the City in writing by certified mail or personal delivery, within ten (10) days after the Contractor knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project.
- h. The Contractor shall post on each project site a notice, in the text, form and manner prescribed by the Texas Workers' Compensation Commission, informing all persons providing services on the project that they are

required to be covered, and stating how a person may verify coverage and report lack of coverage.

The Contractor shall contractually require each person with whom it contracts to provide services on a project to:

(1) provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all of its employees providing services on the project, for the duration of the project;

(2) provide to the Contractor, prior to that person beginning work on the project, a certificate of coverage showing that coverage is being provided for all employees of the person providing service on the project, for the duration of the project;

(3) provide the Contractor, prior to the end of the coverage period, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project;

(4) obtain from each other person with whom it contracts, and provide to the Contractor:

i.

(a) a certificate of coverage, prior to the other person beginning work on the project; and

(b) a new certificate of coverage showing extension of coverage, prior to the end of the coverage period, if the coverage period shown on the current certificate of coverage ends during the duration of the project;

(5) retain all required certificates of coverage on file for the duration of the project and for one (1) year thereafter;

(6) notify the City in writing by certified mail or personal delivery, within ten (10) days after the person knew or should have known, of any change that materially affects the provision of coverage of any person providing service on the project;

(7) contractually require each person with whom it contracts, to perform as required by paragraphs (1) - (7), with the certificates of coverage to be provided to the person for whom they are providing services.

- j. By signing this contract or providing or causing to be provided a certificate of coverage, the Contractor is representing to the City that all employees of the Contractor who will provide services on the project will be covered by workers' compensation coverage for the duration of the project, that the coverage will be based on proper reporting of classification codes and payroll amounts, and that all coverage agreements will be filed with the appropriate insurance carrier or, in the case of a self-insured, with the commission's Division of Self-Insurance Regulation. Providing false or misleading information may subject the Contractor to administrative penalties, criminal penalties, civil penalties, or other civil actions.
- k. The Contractor's failure to comply with any of these provisions is a breach of contract by the Contractor which entitles the City to declare the contract void if the Contractor does not remedy the breach within ten (10) days after receipt of notice of breach from the City.