

## PROFESSIONAL SERVICES AGREEMENT

**THIS AGREEMENT** is made this \_\_\_\_\_ day of \_\_\_\_\_, 2018, by the **CITY OF GARDEN GROVE**, a municipal corporation, ("CITY") and **Clampett Industries, LLC d/b/a EMG**, herein after referred to as "CONTRACTOR".

### RECITALS

The following recitals are a substantive part of this Agreement:

1. This Agreement is entered into pursuant to Garden Grove Council Resolution No. 9212-14 (January 28, 2014).
2. CITY desires to utilize the services of CONTRACTOR to Provide Consulting Services and ADA Evaluation and Transition Plan for the City of Garden Grove per RFP S-1237.
3. CONTRACTOR is qualified by virtue of experience, training, education and expertise to accomplish services.

### AGREEMENT

THE PARTIES MUTUALLY AGREE AS FOLLOWS:

1. **Term and Termination** The term of the agreement shall be for period of 180 days. This agreement may be terminated by the CITY without cause. In such event, the CITY will compensate CONTRACTOR for work performed to date in accordance with proposal which is attached as Attachment A and is hereby incorporated by reference. Contractor is required to present evidence to support performed work.
2. **Services to be Provided**. The services to be performed by CONTRACTOR shall consist of tasks as set forth in the Proposal. The Proposal is attached as Attachment A, and is incorporated herein by reference. The Proposal and this Agreement do not guarantee any specific amount of work.
3. **Compensation**. CONTRACTOR shall be compensated as follows:
  - 3.1 **AMOUNT**. Total Compensation under this agreement shall not exceed (NTE) amount of One Hundred Thirty Eight Thousand Three Hundred Eighty Three Dollars (\$138,383.00), which includes ADA COMPONENT/BASE PRICING, Option A, Option A-1, and Option A-2, payable in arrears and in accordance with proposal in Attachment "A".
  - 3.2 **Payment**. For work under this Agreement, payment shall be made per invoice for work completed. For extra work not a part of this Agreement, a written authorization by CITY will be required, and payment shall be based on schedule included in Proposal Pricing Sheet (Attachment B).

- 3.3 Records of Expenses. CONTRACTOR shall keep complete and accurate records of all costs and expenses incidental to services covered by this Agreement. These records will be made available at reasonable times to CITY.
- 3.4 Termination. CITY and CONTRACTOR shall have the right to terminate this agreement, without cause, by giving thirty (30) days written notice of termination. If the Agreement is terminated by CITY, then the provisions of paragraph 3 would apply to that portion of the work completed.

#### **4. Insurance requirements.**

- 4.1 COMMENCEMENT OF WORK. CONTRACTOR shall not commence work under this Agreement until all certificates and endorsements have been received and approved by the CITY. All insurance required by this Agreement shall contain a Statement of Obligation on the part of the carrier to notify the CITY of any material change, cancellation, or termination at least thirty (30) days in advance.
- 4.2 WORKERS COMPENSATION INSURANCE. During the duration of this Agreement, CONTRACTOR and all subcontractors shall maintain Workers Compensation Insurance in the amount and type required by law, if applicable.
- 4.3 INSURANCE AMOUNTS. CONTRACTOR shall maintain the following insurance for the duration of this Agreement:
- (a) Commercial general liability in an amount of \$1,000,000.00 per occurrence (**claims made and modified occurrence policies are not acceptable**); Insurance companies must be acceptable to CITY and have a Best's Guide Rating of A- Class VII or better, as approved by the CITY.
  - (b) Automobile liability in an amount of \$1,000,000.00 combined single limit (**claims made and modified occurrence policies are not acceptable**); Insurance companies must be acceptable to CITY and have a Best's Guide Rating of A-, Class VII or better, as approved by the CITY.
  - (c) Professional liability in an amount not less than \$1,000,000. Insurance companies must be admitted and licensed In California and have a Best's Guide Rating of A-Class VII or better, as approved by the City. If the policy is written on a "claims made" basis, the policy shall be continued in full force and effect at all times during the term of the agreement, and for a period of three (3) years from the date of the completion of services provided. In the event of termination, cancellation, or material change in the policy, professional/consultant shall obtain continuing insurance coverage for the prior acts or omissions of

professional/consultant during the course of performing services under the term of the agreement. The coverage shall be evidenced either by a new policy evidencing no gap in coverage, or by obtaining separate extended "tail" coverage with the present or new carrier.

An **On-Going and Completed Operations Additional Insured Endorsement** for the policy under section 4.3 (a) shall designate CITY, it's officers, officials, employees, agents, and volunteers as additional insureds for liability arising out of work or operations performed by or on behalf of the CONTRACTOR. CONTRACTOR shall provide to CITY proof of insurance and endorsement forms that conform to CITY's requirements, as approved by the CITY.

An Additional Insured Endorsement for the policy under section 4.3 (b) shall designate CITY, it's officers, officials, employees, agents, and volunteers as additional insureds for automobiles, owned, leased, hired, or borrowed by the CONTRACTOR. CONTRACTOR shall provide to CITY proof of insurance and endorsement forms that conform to CITY's requirements, as approved by the CITY.

For any claims related to this Agreement, CONTRACTOR's insurance coverage shall be primary insurance as respects CITY, it's officers, officials, employees, agents, and volunteers. Any insurance or self-insurance maintained by the CITY, it's officers, officials, employees, agents, and volunteers shall be excess of the CONTRACTOR's insurance and shall not contribute with it.

*If CONTRACTOR maintains higher insurance limits than the minimums shown above, CONTRACTOR shall provide coverage for the higher insurance limits otherwise maintained by the CONTRACTOR.*

5. **Non-Liability of Officials and Employees of the CITY.** No official or employee of CITY shall be personally liable to CONTRACTOR in the event of any default or breach by CITY, or for any amount which may become due to CONTRACTOR.
6. **Non-Discrimination.** CONTRACTOR covenants there shall be no discrimination against any person or group due to race, color, creed, religion, sex, marital status, age, handicap, national origin, or ancestry, in any activity pursuant to this Agreement.
7. **Independent Contractor.** It is agreed to that CONTRACTOR shall act and be an independent contractor and not an agent or employee of the CITY, and shall obtain no rights to any benefits which accrue to CITY'S employees.
8. **Compliance with Law.** CONTRACTOR shall comply with all applicable laws, ordinances, codes, and regulations of the federal, state, and local government. CONTRACTOR shall comply with, and shall be responsible for causing all contractors and subcontractors performing any of the work pursuant to this Agreement to comply with, all applicable federal and state labor standards, including, to the extent

applicable, the prevailing wage requirements promulgated by the Director of Industrial Relations of the State of California Department of Labor. The City makes no warranty or representation concerning whether any of the work performed pursuant to this Agreement constitutes public works subject to the prevailing wage requirements.

9. **Notices.** All notices shall be personally delivered or mailed to the below listed address, or to such other addresses as may be designated by written notice. These addresses shall be used for delivery of service of process.
  - a. (Contractor)  
Clampett Industries, LLC d/b/a EMG  
Attention: Erik Piller, Senior Vice President  
23046 Avenida De La Carlota, Suite 600  
Laguna Hills, CA 92653
  - b. (Address of CITY) (with a copy to):  
City of Garden Grove Garden Grove City Attorney  
11222 Acacia Parkway 11222 Acacia Parkway  
Garden Grove, CA 92840 Garden Grove, CA 92840
10. **CONTRACTOR'S PROPOSAL.** This Agreement shall include CONTRACTOR'S proposal or bid which shall be incorporated herein by reference. In the event of any inconsistency between the terms of the proposal and this Agreement, this Agreement shall govern.
11. **Licenses, Permits, and Fees.** At its sole expense, CONTRACTOR shall obtain a Garden Grove Business License, all permits, and licenses as may be required by this Agreement.
12. **Familiarity with Work.** By executing this Agreement, CONTRACTOR warrants that: (1) it has investigated the work to be performed; (2) it has investigated the site of the work and is aware of all conditions there; and (3) it understands the facilities, difficulties, and restrictions of the work under this Agreement. Should Contractor discover any latent or unknown conditions materially differing from those inherent in the work or as represented by CITY, it shall immediately inform CITY of this and shall not proceed, except at CONTRACTOR'S risk, until written instructions are received from CITY.
13. **Time of Essence.** Time is of the essence in the performance of this Agreement.
14. **Limitations Upon Subcontracting and Assignment.** The experience, knowledge, capability, and reputation of CONTRACTOR, its principals and employees were a substantial inducement for CITY to enter into this Agreement. CONTRACTOR shall not contract with any other entity to perform the services required without written approval of the CITY. This Agreement may not be assigned voluntarily or by operation of law, without the prior written approval of CITY. If CONTRACTOR is permitted to subcontract any part of this Agreement, CONTRACTOR shall be responsible to CITY for the acts and omissions of its subcontractor as it is for persons directly employed. Nothing contained

in this Agreement shall create any contractual relationship between any subcontractor and CITY. All persons engaged in the work will be considered employees of CONTRACTOR. CITY will deal directly with and will make all payments to CONTRACTOR.

15. **Authority to Execute.** The persons executing this Agreement on behalf of the parties warrant that they are duly authorized to execute this Agreement and that by executing this Agreement, the parties are formally bound.
16. **Indemnification.** To the fullest extent permitted by law, CONTRACTOR shall defend, and hold harmless CITY and its elective or appointive boards, officers, agents, and employees from any and all claims, liabilities, expenses, or damages of any nature, including attorneys' fees, for injury or death of any person, or damages of any nature, including interference with use of property, arising out of, or in any way connected with the negligence, recklessness and/or intentional wrongful conduct of CONTRACTOR, CONTRACTOR'S agents, officers, employees, subcontractors, or independent contractors hired by CONTRACTOR in the performance of the Agreement. The only exception to CONTRACTOR'S responsibility to protect, defend, and hold harmless CITY, is due to the sole negligence, recklessness and/or wrongful conduct of CITY, or any of its elective or appointive boards, officers, agents, or employees.

This hold harmless agreement shall apply to all liability regardless of whether any insurance policies are applicable. The policy limits do not act as a limitation upon the amount of indemnification to be provided by CONTRACTOR.

17. **Appropriations.** This Agreement is subject to and contingent upon funds being appropriated therefor by the Garden Grove City Council for each fiscal year covered by the term of this Agreement. If such appropriations are not made, this Agreement shall automatically terminate without penalty to the CITY.

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(Agreement Signature Block on Next Page)

**IN WITNESS THEREOF**, these parties have executed this Agreement on the day and year shown below.

Date: \_\_\_\_\_

**"CITY"**  
**CITY OF GARDEN GROVE**

By: \_\_\_\_\_  
**City Manager**

**ATTESTED:**

\_\_\_\_\_  
**City Clerk**

Date: \_\_\_\_\_

**"CONTRACTOR"**  
**Clampett Industries, LLC d/b/a EMG**

By: *Erik Piller*

Name: Erik Piller

Title: Sr. Vice President

Date: 9/24/2018

Tax ID No. 02-0655997

Contractor's License: N/A

Expiration Date: N/A

If CONTRACTOR is a corporation, a Corporate Resolution and/or Corporate Seal is required. If a partnership, Statement of Partnership must be submitted to CITY.

**APPROVED AS TO FORM:**

*Oliver Sandoval*  
Garden Grove City Attorney

9-26-18  
Date



## **RFP S-1237: ADA SELF EVALUATION AND TRANSITION PLAN**

### **SCOPE OF WORK ATTACHMENT "A"**

#### **PROJECT UNDERSTANDING**

The CONSULTANT will provide consulting services to ensure that the City of Garden Grove ("Client" or "City") complies with all aspects of the Americans with Disabilities Act (ADA), the State of California, and local accessibility regulations with regards to its public buildings, programs, and services. The work will ultimately culminate in the production of an ADA Transition Plan, which will include a schedule of improvements necessary to meet the ADA, the State of California, and local accessibility requirements, associated order of magnitude cost estimates for barrier removal, a prioritized list of improvements, and a timeline for completion of needed improvements or modifications.

The scope of the work, as defined by the City of Garden Grove, includes:

- ADA Self Evaluation
  - Physical Assessment of Facilities and Sites
  - Accessibility Transition Plan

The City of Garden Grove has requested services for:

- Twenty one (21) public building facilities

CONSULTANT is to base pricing on a Comprehensive Assessment.

- **Comprehensive Scope** – assessment of elements which are subject to accessibility regulation within all areas of listed buildings.

CONSULTANT will complete the following:

- Comprehensive accessibility assessment and inventory of facilities identified on the Buildings/Facilities list.
- Compliance with applicable standards, regulations, and codes for accessibility
- Site visits to observe, document, and photograph specific conditions and modifications of facilities and components subject to federal, state, and local access requirements.
- Criteria development and application to prioritize facilities and/or categories of work for a phased approach to implementation.
- Order of magnitude (pre-planning level) estimated costs for each barrier removal necessary to make facilities accessible.
- Interim and final presentations of findings and recommendations to the City.
- Draft and final report delivery.
- Electronic database the City can use to track barrier removals as each is completed, which serves as a living Transition Plan.
- Deliverables at a minimum will comply with the property list provided.

## **APPROACH**

CONSULTANT will conduct a kick-off meeting with the City to define communication channels, define the scope of work, and to review the facility lists. Discussions will include recent and proposed capital improvements at each of the facilities. CONSULTANT will note public use patterns and prioritization of the facilities.

Prior to the kick-off meeting, CONSULTANT will provide a pre-assessment questionnaire for each site and other documentation. Documents requested, if readily available, are:

- Prior Accessibility Transition Plans or Self Evaluations
- Identification of any/all Historic Structures
- Description of Purpose for each Facility
- Site Plans
- Floor Plans
- As-built Drawings (with dates of construction)
- Current Reasonable Accommodation Policy

The initial discussions with the City staff will include the following elements:

- Roles and lines of communication between and within both the City and the CONSULTANT.
- Protocols for interaction between all parties throughout the project: Contact information should include the office and cell numbers for a minimum of two contacts with the appropriate City and the CONSULTANT.
- Field assessment logistics: Normally, CONSULTANT does not require escorts to perform the field assessments, except where escorts may be required within restricted areas. Outline areas of City's highest priority for any assessment to be completed during any training phases, likely complexity of assessment data processing, efficient workflow each day of the assessment, and City's requests.
- Mapping for facilities.

Field schedules and facility management interviews will be conducted once the schedule is approved by the City. Once the field schedule is approved, CONSULTANT will deploy trained accessibility assessors with backgrounds in Landscape Architecture, Architecture, Engineering, and Construction Management for facility assessments. All field resources assigned must be professionally trained in accessibility assessments and have performed numerous assessments.

## **FACILITY ASSESSMENTS**

An architect, engineer, or building specialist will visit each property to observe the general condition of the facility interior and exterior improvements, review available documents in order to familiarize themselves with each facility's specific accessibility issues. The field observer will conduct a walk-through visit of each facility in order to observe and identify physical accessibility deficiencies and formulate recommendations to eliminate the physical barriers.

As a part of the walk-through visit, the field observer will meet with an on-site representative in order to gain a clear understanding of the overall features, property condition, and completion dates of additions and/or renovations. The areas to be observed include all interior and exterior features of the property, including parking lots, sidewalks, recreational assets, exterior access ramps, all interior areas accessible to the public, and employee areas.

The field observer will develop recommendations based on the walk-through visit and interviews with City representatives. The field observer may also question others who are knowledgeable of the subject property's physical condition and operation, or question those knowledgeable of similar systems to gain comparative information to use in evaluation of the subject property.

The field observer will review documents and information provided by City that could aid CONSULTANT's knowledge of the subject property's physical improvements, extent and type of use, and/or assist in identifying material discrepancies between reported information and observed conditions.



During the walk-through, the observer will utilize a field checklist based on the 2010 ADA Standards for Accessible Design, which are the current ADA accessibility guidelines (ADAAG), as well as any more stringent accessibility standards defined by the State of California and local accessibility codes.

The field observer will utilize a digital level, measuring tape, door pressure gauge, light and sound meters, and digital camera to evaluate existing elements to determine if barriers are present. The field observer will identify and prioritize any existing improvements not in accordance with ADA, state, and local accessibility requirements, in the order of preference advised by the Department of Justice in Title II requirements, or as modified through agreement with the City and by public survey results, such as:

- Physical access to the property
- Access to interior public areas
- Access to common areas, including recreation facilities and other observable space
- Access to restrooms
- Removal of remaining barriers

The field checklists will incorporate the applicable standards.

The CONSULTANT team will assess exterior areas and interior common areas that are defined as areas of public accommodation, as well as the employee areas defined by the City. CONSULTANT will identify existing non-compliant conditions, including but not limited to, the elements specified below (if applicable):

- Space allowance/ranges
- Accessible routes, vestibules, corridors
- Protruding object
- Ground/floor surfaces
- Loading zones
- Curb ramps
- Ramps
- Stairs
- Elevators
- Platform lifts
- Windows
- Doors
- Hardware
- Work surfaces
- Entrances and exits
- Drinking fountains and water coolers
- Water closets
- Toilet stalls
- Urinals
- Lavatories and mirrors
- Bathtubs
- Shower stalls
- Toilet rooms
- Bathrooms
- Dressing/fitting rooms
- Sinks
- Storage
- Handrails, grab bars, and tub/shower seats
- Controls and operating mechanisms
- Alarms (visual, audible)
- Detectable warnings
- Signage (Braille, visual)
- Telephones
- Switches and outlets
- Seating and tables
- Assembly areas
- Parking
- Sidewalks and walkways
- Playgrounds and play areas
- Pools/aquatic facilities
- Recreational asset

If proposed solutions to the identified barriers to accessibility would place an undue administrative or financial burden on the City, CONSULTANT will discuss these solutions in advance with City staff. CONSULTANT will provide an order of magnitude (pre-planning level) estimate for all items of work necessary to bring each facility into compliance. All estimates will be based upon current year costs without escalation. Escalation factors can be included if preferred by the City.

## **TRANSITION PLAN**

The field assessment data and costs, will be brought together in one document to form the Transition Plan. Once the assessments of the buildings and facilities, are complete, the data can be analyzed and prioritized. The Transition Plan document will include all identified barriers to accessibility, associated costs for barrier removal, and tentative solutions.

The solutions will be discussed with City staff and presented to stakeholders, as needed. Once all facility assessments have been completed, a Draft Transition Plan will be prepared. The Transition Plan will provide a framework for full compliance with the accessibility regulations. The Transition Plan process comprises the following components:

- Identification of physical barriers in facilities under the City's jurisdiction.
- Determination of the barrier removal remedy and an order of magnitude estimate of the cost of the barrier removal required to eliminate the physical barrier.
- Assignment of priority level to the barrier removal.
- Formulation of the Transition Plan within the parameters of projected fiscal year budget constraints.

Within the Transition Plan, CONSULTANT notes work that shall remove physical in existing facilities, including communication barriers structural in nature where such removal is readily achievable, for instance, easily accomplishable and able to be carried out without much difficulty or expense. This document will outline in detail the steps required for the City to achieve accessibility compliance. Where the Transition Plan identifies work which will take longer than one year to complete, a multi-year schedule with priorities will be provided.

CONSULTANT will meet with the ADA Compliance Team, City, to present a Draft Transition Plan and gain its input and commentary on the Draft Transition Plan prior to presentation.

The ADA requires that a public entity solicit and allow for the participation of interested persons in the development of a Transition Plan. The public outreach effort for the Draft Transition Plan will include advertisements in local newspapers in the weeks leading up to a public meeting for presentation of the draft Transition Plan. It will be the responsibility of the City to post notice of the public meeting on the City website. Following public meetings, CONSULTANT will again meet with the ADA Compliance Team to review all applicable commentary and to make choices regarding the draft final plan to be presented to the City.

Following the review and inclusion of public comments in the Transition Plan, CONSULTANT will submit the Final Transition Plan in printed and electronic copies to the designated parties and stakeholders. The Final Transition Plan will include an executive summary, and a description of how the entire self-evaluation and transition planning process was conducted. CONSULTANT will present the Final Transition Plan to the City at a scheduled meeting. Along with the Transition Plan and a summary, CONSULTANT will prepare a PowerPoint presentation that will explain how the Transition Plan was formed, the choices which were made with respect to accessibility solutions, the manner in which budget decisions were made, and the benefits that the implementation of the Transition Plan will bring to the City.

## **ADA COST ESTIMATING**

The CONSULTANT cost estimating will be based on both Whitestone Research and RS Means data, as well as historical and localized actual costs.

Typically, barrier removal planning level cost estimates are based upon the removal of the specific element, for example, a parking stall or curb ramp. In some site-specific instances, barrier removal may affect an area beyond the specific location of the barrier. Grading plans based on field surveys using land surveyor instrumentation, or architectural plans requiring wall relocation could result in significantly different material quantities and subsequent higher project costs. The database contains standardized order of magnitude cost estimates for barrier removal for use in prioritizing the work in the Transition Plan. At the implementation stage, it is anticipated a detailed specification will be prepared and bids will be generated. The scope of work and details on adjacent impacted spaces have an impact on overall project costs.

## **DELIVERABLES**

The deliverables are:

- Facility ADA Assessments- individual facility reports
- Transition Plan

The facility ADA assessment is to be provided in electronic format and are typically represented in three formats:

- Word® document converted to an Adobe PDF, with photographic images of barriers and GPS positioning of exterior barriers.
- Excel® spreadsheet containing code references, existing conditions, resolution of the barrier, and cost data for each barrier.

CONSULTANT will provide a narrative ADA report for each facility assessment with a description of each barrier observed and recorded, and will define the location, recorded measurements, barrier description, applicable ADAAG/state/local code reference, viable corrective action, priority, and pre-planning level cost estimate of repair. Color photographs of each barrier are included with the barrier record. Barriers will be identified and presented by individual facility. Each report will include an executive summary, including an order of magnitude (pre-planning level) summary cost table identifying the estimated cost to correct each facility.

CONSULTANT will provide a narrative Transition Plan. The transition plan will be presented in a Word document converted to an Adobe PDF, with the data exportable to an Excel format.

CONSULTANT will provide an electronic draft reports for review. The reports include texts, tables, digital photos, field notes, and supporting documentation. Final reports will be provided after all Client comments have been addressed.

## **FACILITY CONDITION ASSESSMENT: (OPTION A)**

### **Project Description**

The Facility Condition Assessment for the City of Garden Grove ("City") will:

- Include a comprehensive facility condition assessment of all City buildings, building systems, and infrastructure.
- Determine the present condition and estimated life expectancy of various building systems and components.
- Identify and document present condition of all physical assets including grounds, facilities, and infrastructure.
- Establish anticipated renewal and replacement costs for the various systems and components.
- Recommend corrections for all deficiencies and provide cost estimates for corrections.
- Prioritize and categorize deficient conditions, associated corrective actions, and information concerning building systems and deficiency categories.
- Result in strategic plan for capital repairs, lifecycle component replacement, and building modernization.
- Calculate the Current Replacement Value (CRV) and Facility Condition Index (FCI) for each facility and site.
- Collect Equipment Inventory data for City properties. Provide optional scope and price to collect Equipment Inventory data for the portfolio.

### **Technical Approach**

The assessment team will conduct a walk-through survey of the facility and site in order to observe systems and components, identify physical deficiencies and formulate recommendations to remedy the physical deficiencies.

- As a part of the walk-through survey, the assessment team will survey 100% of each facility. In addition, consultant will survey the exterior and grounds, including the building exterior, roofs, sidewalk/ pavement, and other areas as applicable.
- The consultant will interview the building maintenance staff about the subject property's historical repairs and replacements and their costs, level of preventive maintenance exercised, pending repairs and improvements, and frequency of repairs and replacements.
- The consultant will develop opinions based on their site assessment, interviews with City's building maintenance staff, and interviews with relevant maintenance contractors, municipal authorities, and experience gained on similar properties previously evaluated. The consultant may also question others who are knowledgeable of the subject property's physical condition and operation or knowledgeable of similar systems to gain comparative information to use in evaluation of the subject property.
- The consultant will review documents and information provided by City's maintenance staff that could also aid the knowledge of the subject property's physical improvements, extent and type of use, and/or assist in identifying material discrepancies between reported information and observed conditions.

### **Site Assessments**

The facility condition assessment will focus on the following facility system components:

#### **Site + Infrastructure**

- **Topography:** Observe the general topography and note any unusual or problematic features or conditions observed or reported.
- **Ingress and Egress:** Identify the major means of access and egress at the facility. Note the locations of the major means of access and egress, and note any unusual or restraining conditions observed or reported.
- **Paving, Curbing, and Parking:** Identify the material types of paving and curbing systems at the subject property.
- **Flatwork:** Identify the material flatwork at the subject property (sidewalks, plazas, patios, etc.).

- **Landscaping and Appurtenances:** Identify the material landscaping features, material types of landscaping (fences, retaining walls, etc.), and site appurtenances (irrigation systems, fountains, lighting, signage, ponds, etc.).
- **Utilities:** Identify the type and provider of the material utilities provided to the property (water, electricity, natural gas, etc.). Consultant will assess condition, physical deficiencies, life cycle repair, and replacement issues.

#### **Structural Frame + Building Envelope**

- Identify the material elements of the structural frame and exterior walls, including the foundation system, floor framing system, roof framing system, facade or curtain-wall system, glazing system, exterior sealant, doors, and stairways, etc.
- Observe the general conditions and note any physical deficiencies identified or any unusual items or conditions observed. Observations may be subject to grade, and rooftop vantage points.
- Visual inspection of observable areas for cracking and moisture infiltration as well as areas of apparent foundation settlement and displacement.
- Utilize the Rapid Evaluation Safety Assessment Form published by the Applied Technology Council (ATC) to determine Seismic Performance parameters (ATC 20) or an ASCE Form 31-03 Checklist.
- In the event more information or exploratory testing is required, in order to provide remedial measures, the report may include recommendation for additional investigative testing (Tier 1 or Tier 2).

#### **Wall Evaluation**

- Photograph elevations and details both from internal and external vantage points, as well as from adjacent structures where possible.
- Observe representative operable and fixed panels on all facades, operating a representative sample of units to assess hardware, and to visually inspect exterior conditions and the condition of waterproofing seals.
- Assess curtain wall condition to determine water infiltration, damage, caulk degradation, metal panel degradation, stone degradation and anchoring, and other related curtain wall issues.

#### **Curtain Wall – As Required**

- Review curtain wall condition and a sampling of fixed panels on facades to assess hardware and visually review exterior conditions and the condition of waterproofing seals, where accessible without the use of lifts, ladders, scaffolding, suspension devices, or the like; this may include observations from internal and external vantage points, as well as from adjacent structures. Observations are limited to grade and may include accessible balconies or rooftop vantage points.
- Review provided drawings and records of repair, replacement, and maintenance of framing and glazing

#### **Roofing (Non-Invasive Visual)**

- Identify the material roof systems including roof type, reported age, slope, drainage, etc. Also identify any unusual roofing conditions or rooftop equipment.
- Observe the general conditions of the roof system such as membranes, attachment methods, flashings, counter flashings, pitch pans, gravel stops, parapets, miscellaneous appurtenances, insulation, etc.
- Observe for evidence of material repairs, significant ponding, or evidence of material roof leaks. Note if a roof warranty is in effect. Note any physical deficiencies identified or any unusual items observed or reported.
- Identify the material rooftop equipment or accessories including antennas, lightning protection, HVAC equipment, solar equipment, etc. Include any material problems reported.

### **Plumbing**

- Identify the material plumbing systems at the subject property including domestic water supply, sanitary sewer, or any special or unusual plumbing systems (such as water features, fuel systems, gas systems, etc.).
- Identify the type and condition of restroom fixtures, drinking fountains and/or other miscellaneous plumbing equipment.
- Observe the general conditions and note any physical deficiencies identified or any unusual items or conditions observed. Include any reported material system inadequacies.

### **Heating**

- Identify the material heat generating systems at the subject property.
- Observe the general conditions, identify the reported age of the equipment, note past material component replacements/ upgrades, note the apparent level of maintenance, and identify if a maintenance contract is in place. If heating equipment is not operational at the time of the walk-through survey, provide an opinion of the condition to the extent reasonably possible.
- Identify and observe any special or unusual heating systems or equipment present (such as fireplaces, solar heat, etc.) and note any reported material problems or inadequacies.

### **Air-Conditioning + Ventilation**

- Identify the material air-conditioning and ventilation systems at the subject property. Include material equipment such as cooling towers, chillers (include type of refrigerant used), package units, split systems, air handlers, thermal storage equipment, etc.
- Identify the material distribution systems (supply and return, make-up air, exhaust, etc.) at the subject property.
- Observe the general conditions, identify the reported age of the equipment, note past material component upgrades/ replacements, note the apparent level of maintenance, and identify if a maintenance contract is in place (and the name of the contractor). If air-conditioning and ventilation systems are not operational at the time of the walk-through survey, provide an opinion of the condition to the extent reasonably possible.
- Observe the general conditions and note any physical deficiencies identified or any unusual items or conditions observed. Additionally, include any material reported system inadequacies or operating deficiencies.
- Identify and observe any special or unusual air-conditioning and ventilation systems or equipment (cold storage systems, special computer cooling equipment, etc.) and note any material reported problems or system inadequacies.

### **Electrical**

- Identify the electrical service provided and distribution system at the subject property. Include material switchgear disconnects, circuit breakers, transformers, meters, emergency generators, general lighting systems, and other such equipment or systems.
- Observe general electrical items such as distribution panels, type of wiring, energy management systems, emergency power, lightning protection, etc.
- Observe the general conditions and note any physical deficiencies identified or any unusual items or conditions observed. Also note the presence of any special or unusual electrical equipment, systems, or devices at the subject property, and include reported material problems or system inadequacies.

### **Elevators + Vertical Transportation**

- Identify the vertical transportation systems at the subject property. Include the equipment manufacturer, equipment type, location, number, capacity, etc.
- Observe elevator cabs, finishes, call and communication equipment, etc.
- Identify the company that provides elevator/ escalator maintenance at the subject property. Observe the general conditions and note any physical deficiencies identified or any unusual items or conditions observed or reported including any reported material system inadequacies.

### **Life Safety + Fire Protection**

- Identify the material life safety/fire protection systems at the subject property, including sprinklers and stand pipes (wet or dry), fire hydrants, fire alarm systems, water storage, smoke detectors, fire extinguishers, emergency lighting, stairwell pressurization, smoke evacuation, etc.
- Observe the general conditions and note any material physical deficiencies identified or any unusual items or conditions observed or reported including any reported system inadequacies.

### **Interior Elements**

- Identify offices, special use areas and building standard finishes, including flooring, ceilings, walls, etc. Furnishings and fixed components will be reviewed and included in the cost estimate tables for replacements. Additionally, identify material building amenities or special features.
- Observe the general conditions and note any physical deficiencies identified or any unusual items or conditions observed or reported.

### **Moisture Affected Materials (Mold)**

- Perform a limited assessment of accessible areas for the presence of mold, conditions conducive to mold growth, and/or evidence of moisture. Interview project personnel regarding the presence of any known or suspected mold, elevated relative humidity, water intrusion, or mildew-like odors. Potentially affected areas should be photographed and recommendations for any additional moisture intrusion studies should be made.

### **Environmental Features**

- Review environmental features of the property, to include appearance, cleanliness, acoustics, ventilation, and humidity.

### **Lead-based Paint**

- Review of existing testing data and other documentation regarding lead-based paint that is available onsite.
- Evaluate physical condition and develop cost estimates for remediation of paint necessitated by pending renovations.

### **Asbestos**

- Review of existing testing data and other documentation regarding asbestos that is available.
- Evaluate physical condition and develop cost estimates for remediation of asbestos likely to be disturbed by renovations.

## **Ranking and Classification**

Based upon observations, research and judgment, along with consulting commonly accepted empirical Expected Useful Life (EUL) tables; consultant will render opinion as to when a system or component will most probably necessitate replacement.

The analysis will include all cost observations be ranked by the following Priority Classes.

**Priority 1: Currently Critical** (Immediate): Requiring immediate action including a cited safety hazard and areas of accelerated deterioration, returning a building component to normal operation.

**Priority 2: Potentially Critical** (Year 1): Requiring action in the next year including components experiencing intermittent operations, potential life safety issues, and rapid deterioration, returning a building component to normal operation.

**Priority 3: Necessary – Not Yet Critical** (Years 2-3): Requiring appropriate attention to preclude predictable deterioration, potential downtime, additional damage, and higher costs to remediation if deferred further.

**Priority 4: Recommended** (Years 4-5): Representing a sensible improvement to the existing conditions (not required for the most basic function of the facility; however, will improve overall usability and/or reduce long-term maintenance costs).

**Priority 5: Does Not Meet Current Code but "Grandfathered":** No Action required at this time but should substantial work be undertaken correction would be required.

The deficiencies observed should be classified into categories using the Unifomat System.

### **Cost Estimating**

Each report will include a Capital Needs Analysis including an estimated cost for each system or component repair or replacement anticipated during the evaluation term. The report narrative will discuss options for repair of the deficiency, and the capital needs analysis will be presented as an Excel-based cost table that includes a summary of the description of each component, the age and estimated remaining useful life, the anticipated year of repair or replacement, quantity, unit cost and total cost for the repair of each line item.

### **Report Deliverables**

Consultant will provide a report including a description of each of the building components and systems as described in the approach sections above. Each report should be organized by building system and include digital photos of major systems and components and of all deficiencies identified. Reports will include discussion of current and anticipated repairs and deficiencies, recommended repair and component life-cycle replacements, and applicable options for repair or maintenance of building components.

The Capital Needs analysis will include a cost database sorted by building system and ranked by priority for repair. The format of the database will allow for the customization of reporting by building, by system, or by priority for repair, and a year-by-year analysis of capital needs.

A **Facility Condition Index** will be calculated for each building. This index will be a function of required repairs compared to building replacement costs. The Facility Condition Index will be generated from the data collection/capital planning database and will be updated as components age or are replaced.

Reports will reflect a 20 year capital plan based on a 20-year building system evaluation. The analysis will include a cost table sorted by building and system and ranked by priority for repair. Tables will allow for the customization of reporting and a year-by-year capital needs analysis. The report should include:

- A 20 Year Capital Plan with an Executive Summary with graphic presentation of results to provide a quick, user-friendly summary of the property's observed condition and estimated costs assigned by category. These estimated costs shall be cross-referenced to report sections where an elaboration of cost issues will be presented.
- Components observed that are exhibiting deferred maintenance issues and provide estimates for immediate and capital repair costs based on observed conditions, available maintenance history and industry-standard useful life estimates.
- Recommended schedule for replacement or repairs (schedule of priorities).
- Digital photographs for the buildings including photos of deficiencies.
- General description of the property and improvements and comment generally on observed conditions.
- Critical repairs and life safety issues separately from repairs anticipated over the term of the analysis.
- Facility Condition Index (FCI) number for the building.



In addition to each building report, consultant will develop a **Program-wide Report** that includes a ranked system-wide Capital Plan for all facilities with programmatic conclusions and recommendations. The Program Report should include a brief narrative description of each facility/building component and system, and discusses the current, anticipated repairs, deficiencies, and of all buildings assessed. The Program Report analyses will include tables sorted by building system and ranked by priority for repair. The format of the tables will allow for the several perspectives of reporting by FCI, building, system, or priority for repair, and a year-by-year analysis of capital needs.

Reports should be submitted as drafts, and once finalized, a program summary report should be provided to include a roll-up of all prioritized capital needs across all facilities.

### **FCA Database (OPTION A-1)**

Consultant shall provide data collected for this project in a searchable database with reporting tools. The database should offer features such as those listed below:

- Rank and prioritize capital Improvement projects (i.e. FCI)
- View complete deferred maintenance backlog
- Reports (by building, priority, system, or dollar deficiency amount)
- Capital budget planning
- Year-by-year capital needs analysis
- 5, 10, or 20-Year breakdown reports
- Standardized cost database
- Searching ability (property names, age, cost, deficiency status/priority)
- Ability to add additional facilities or deficiencies
- Ability to export to standard format (CSV, XLS, or SQL)

Consultant should highlight features and any additional licensure fees for their database solution.

### **Equipment Inventory Data Collection (OPTION A-2)**

An asset survey of major building systems should be conducted for the purpose of noting remaining useful life of major building equipment.

During the assessment, consultant will collect all of the inventory and condition assessment data in an electronic format (e.g.: Excel) that is readily transferable to **Client's CMMS** system. This data will include:

Building name  
System name  
Subsystem name  
Component name  
Unit of measure  
Quantity  
Asset tag number  
Manufacturer  
Model  
Serial Number  
Date put in service  
Remaining useful life  
Notes