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

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DEPARTMENT: **Engineering Department**

AGENDA DATE: **February 12, 2008**
CONTACT PERSON/PHONE: **Javier Reyes, 541-4630**

DISTRICT(S) AFFECTED: **N/A**

SUBJECT:

That the City Manager be authorized to sign a two year Professional Services Agreement between the **CITY OF EL PASO** and **R.W. BECK, INC.**, a Washington Corporation, to perform consulting services for a project known as **"MUNICIPAL SOLID WASTE AND HOUSEHOLD HAZARDOUS WASTE ENGINEERING SERVICES"** in an amount not to exceed **SEVEN HUNDRED FIFTY THOUSAND and 00/100 DOLLARS ($750,000.00).**

BACKGROUND / DISCUSSION:

This Professional Services Agreement between the City and R.W. Beck, Inc. shall provide environmental engineering services related to the Municipal Solid Waste program and the Household Hazardous Waste Program. The consultant in general will provide environmental engineering studies, construction plans, design, field work, training and other technical services in support of the City's municipal solid waste and household hazardous waste programs. On the Municipal Solid Waste program the consultant shall conduct groundwater monitoring and sampling activities at the landfill, prepare storm water pollution prevention plans, prepare landfill gas management plans, prepare and implement corrective action plans, perform topographic surveys of the landfill, and prepare permit modifications for the solid waste permit and obtain Texas Commission of Environmental Quality (TCEQ) approval. On the Household Hazardous Waste program the consultant shall prepare plans and specifications for the Household Hazardous Waste program, provide training to City of El Paso personnel regarding operational and safety procedures.

PRIOR COUNCIL ACTION:

Previously City Council has not considered this particular agreement.

AMOUNT AND SOURCE OF FUNDING:

No particular project or projects have been assigned to this agreement at this time. This item will be funded on a per project basis where services are necessary at an accumulative amount not to exceed $750,000.00 for a two year period with the option to renew for one additional year. This item does not require a budget transfer.

BOARD / COMMISSION ACTION:

N/A

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

LEGAL: (if required) _____ **FINANCE:** (if required) _____

DEPARTMENT HEAD: _____
(Example: if RCA is initiated by Purchasing, client department should sign also)
Information copy to appropriate Deputy City Manager

APPROVED FOR AGENDA:

CITY MANAGER: _____ **DATE:** _____

RESOLUTION

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

That the City Manager be authorized to sign a two year Professional Services Agreement between the **CITY OF EL PASO** and **R.W. BECK, INC.**, a Washington Corporation, to perform consulting services for a project known as **"MUNICIPAL SOLID WASTE AND HOUSEHOLD HAZARDOUS WASTE ENGINEERING SERVICES"** in an amount not to exceed **SEVEN HUNDRED FIFTY THOUSAND and 00/100 DOLLARS ($750,000.00).**

ADOPTED this _____ day of _____, 2008.

THE CITY OF EL PASO:

_____
John F. Cook
Mayor

ATTEST:

_____
Richarda Duffy-Momsen
City Clerk

APPROVED AS TO FORM:

_____
Cynthia Osborn
Assistant City Attorney

APPROVED AS TO CONTENT:

for _____
R. Alan Shubert, P.E.
City Engineer

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THE STATE OF TEXAS)
)
COUNTY OF EL PASO)

AN AGREEMENT FOR PROFESSIONAL SERVICES

This Agreement is made this **_____ day of _____, 2008** 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 **R.W. BECK, INC.** a Washington Corporation, hereinafter referred to as the **"Consultant"**.

WHEREAS, the Owner intends to engage the Consultant to perform professional services for a project known as **" MUNICIPAL SOLID WASTE AND HOUSEHOLD HAZARDOUS WASTE ENGINEERING SERVICES,"** hereinafter referred to as the **"Project"**, as further described in **Attachment "A"**; 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 and Project Budget
Attachment "B"	Consultant's Fee Proposal and Hourly Rates
Attachment "C"	Consultant's Basic and Additional Services
Attachment "D"	Payment and Deliverable Schedules

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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 Project shall consist of the Consultant's completion of the Scope of Services as further described in **Attachment "A".** Such Scope of Services shall be completed in accordance with the identified phases described in **Attachment "D"**.

2.2 In completion of such phases, the Consultant shall comply with the City of El Paso Engineering Department Construction Document Guidelines in effect on the execution date of

this Agreement in the performance of the services requested under the Design Phase of this Agreement. Such Guidelines are available in the Engineering Department.

2.3 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.

2.4 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 **SEVEN HUNDRED FIFTY THOUSAND AND 00/100 DOLLARS ($750,000.00)** for two years 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 the schedule enumerated within **Attachment "D"**.

3.2 CONSULTANT'S SERVICES. The Basic Services to be provided by the Consultant for this Agreement are attached hereto as **Attachment "C".** If authorized by prior written amendment to this Agreement, the Consultant may perform such Additional Services as also enumerated within **Attachment "C".** Owner shall make payment for such Basic and Additional Services at the rates established by Consultant within **Attachment "B".**

3.3 CONSULTANT'S INVOICES. The Consultant shall bill the Owner not more often than monthly, through written invoices pursuant to the schedule established in **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 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 Project budget, 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 each phase. The established schedule for completion shall not be revised except by written amendment to this Agreement, executed by both parties.

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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 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 services called for by each phase shall begin upon the issuance of a Notice to Proceed from the City Engineer. The Consultant shall complete the requested services in accordance with the timelines and schedules outlined in **Attachments "C" and "D". FOR REQUIREMENTS CONTRACTS ONLY:** The term of this Agreement shall be for a period not to exceed **two years**, with the option to renew for one additional year, except as specifically noted herein.

4.2 SUSPENSION. Barring an early termination as provided herein, this Agreement shall remain in force: a) For a period which may reasonably be required for the design, award of construction contracts, and construction of the improvements included in all construction contracts, including extra work and required extensions thereto; or b) Unless construction has not begun within a period of **twelve (12) months** after the completion of the services called for in that phase of work last authorized. However, should the Consultant's services be suspended for a period longer than six months, the City and Consultant may renegotiate remaining fees due to changes in salaries or increased costs that may occur during the suspension period. The Owner may determine that this Agreement will remain in full force past the twelve-month period noted above. Such a determination will be based upon the individual circumstances of this Project and this Agreement.

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

4.3.1 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

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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.

4.3.2 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.

4.3.3 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 have **seven (7) calendar days** from date of award to obtain sufficient insurance 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."

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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**

Personal Injury or Death
$500,000.00 for one person or occurrence
$1,000,000.00 for two or more persons or occurrences

Property Damage
$500,000.00 per occurrence

General Aggregate
$1,000,000.00

b) **AUTOMOBILE LIABILITY**

Combined Single Limit
$1,000,000.00 per accident

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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 Contract.

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. Further, each certificate shall contain the following statement:

"The insurance covered by this certificate will not be canceled, and there will be no change in coverage or deductibles, except after thirty (30) consecutive calendar days written notice of intent to cancel or change said insurance has been provided to the City of El Paso.

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.

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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 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.

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.

6.2 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,

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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 all phases of this Agreement within the time schedules indicated within **Attachment "D"**. 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 will perform these services with reasonable diligence and expediency consistent with sound professional practices and consistent with the schedule provided in **Attachment "D"**.

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 in **Attachment "D"** 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

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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, in the Owner's discretion, 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 and places.

7.4 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.

7.5 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.

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

7.7 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.

7.8 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.

7.9 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:

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To the Owner: The City of El Paso
Attn: City Manager
2 Civic Center Plaza
El Paso, Texas 79901

With a Copy to: The City of El Paso
Attn: City Engineer
2 Civic Center Plaza
El Paso, Texas 79901

To the Consultant: R.W. Beck, Inc.
Attn: Scott Pasternak
5806 Mesa Drive, Suite 310
Austin, Texas 78731

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

7.10 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.

7.11 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:

Joyce Wilson
City Manager

APPROVED AS TO FORM:

Cynthia Osborn
Assistant City Attorney

APPROVED AS TO FORM:

R. Alan Shubert, P.E.
City Engineer

CONSULTANT:
R.W. Beck, Inc.

By: Scott Pasternak
Title: Senior Director

ACKNOWLEDGEMENTS

THE STATE OF TEXAS §
§
COUNTY OF EL PASO §

This instrument was acknowledged before me on this _____ day of _____, 2008, by **Joyce A. Wilson,** as **City Manager** of the **City of El Paso, Texas**.

_____
Notary Public, State of Texas

My commission expires:

_____

THE STATE OF TEXAS §
§
COUNTY OF El PASO §

This instrument was acknowledged before me on this 17th day of January, 2008, by **Scott Pasternak,** as **Senior Director** of **R.W. Beck, Inc.**

E. Schrock
_____
Notary Public, State of Texas

My commission expires:

2/10/09

E. SCHROCK
NOTARY PUBLIC STATE OF TEXAS
COMMISSION EXPIRES:
FEBRUARY 10, 2009

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ATTACHMENT A
PROJECT SCOPE

TITLE: **Municipal Solid Waste and Household Hazardous Waste Engineering Services**

BUDGET: $750,000 for 2 years; option to renew for 1 year

GENERAL DESCRIPTION: See included Scope of Services

SERVICES REQUIRED:

(X)	Environmental Services	(X)	Planning
(X)	Investigation	(X)	Soil Investigation
(X)	Bidding & Construction	(X)	Historical, Archeological Services

PRODUCTS REQUIRED:

(X)	Study / Report	(X)	Plans, Specifications, Estimates

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GENERAL REQUIREMENTS AND CRITERIA:

1. Work must comply with all applicable City Codes.
2. Work must comply with Environmental Services and City of El Paso Guidelines.
3. Work must comply with all local, state, and federal laws and regulations, including but not limited to Texas Commission on Environmental Quality (TCEQ) and U.S. Environmental Protection Agency (EPA) regulations.

OTHER CONSIDERATIONS:

The project services shall be coordinated with Environmental Services Department and User Department (if applicable).

PROJECT SCHEDULE: (Consecutive Calendar Days)

Project schedules will be developed for each assignment by Environmental Services Department and/or User Department. This contract will be for a period of two years with fees not to exceed $750,000 per year with the option to renew for one (1) additional one-year term.

NOTE: Consultants must provide copies of the following licenses or registrations for the firm's project personnel:

1. Registered Professional Engineer
2. Registered Professional Geologist
3. American Association for Laboratory Accreditation (A2LA) or other acceptable laboratory accreditation

ATTACHMENT A
PROJECT SCOPE

Scope of Services

Projects performed under the Municipal Solid Waste and Household Hazardous Waste Engineering Services contract may include, but are not limited to the following types of services. This scope of services is intended to represent the types of projects that may arise during the term of the contract; however, not all of these services may be required of the Consultant during the contract term. The Consultant may supplement their in-house capabilities through teaming arrangements with other firms.

Municipal Solid Waste

The Consultant must have good working knowledge of the Federal (RCRA Subtitle D, 40 CFR) and State (30 TAC Chapter 330) environmental regulations governing the management of municipal solid waste. The Consultant may be required to provide the following types of municipal solid waste services:

- Conduct groundwater monitoring activities at landfill facilities, perform statistical analysis groundwater data, evaluate statistically significant levels, and provide management of groundwater monitoring well installation or abandonment activities.
- Prepare groundwater sampling and analysis plans, groundwater monitoring reports, statistical analysis plans and reports, and groundwater monitoring well installation or abandonment reports for TCEQ approval.
- Prepare storm water pollution prevention plans for municipal solid waste facilities and/or conduct storm water quality monitoring activities at landfill facilities.
- Prepare landfill gas management plans, conduct landfill gas monitoring, install or abandon landfill gas monitoring probes or landfill gas vents, design and implement a corrective action program, and design and install passive or active landfill gas removal systems.
- Prepare and implement corrective action programs.
- Conduct periodic Tier II Non-Methane Organic Compound sampling and analysis, perform air emission calculations for landfill facilities, prepare air permit application documentation, and annual emissions inventories.
- Update or prepare closure or post-closure cost estimates.
- Prepare permit modifications for municipal solid waste permit documents and obtain TCEQ approval. Consultant may also be required to prepare permit amendments.
- Perform topographical surveys of landfill facilities and volume calculations for the completion of annual waste reports. Periodic topographical surveys with aerial photography may also be requested.
- Design and prepare construction plans and specifications for landfill facility components; such as, leachate evaporation ponds, landfill cells and leachate collection systems, final cover systems, storm water management structures, and erosion control structures. Consultant may also be required to perform oversight of the construction of such components.
- Conduct feasibility studies or strategic planning activities.

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ATTACHMENT A
PROJECT SCOPE

- Design and prepare plans and specifications for citizen collection sites or other collection facilities. Consultant may also be required to provide construction management services for the construction of such facilities.
- Design and prepare plans and specifications for transfer stations and material recovery facilities. Consultant may also be required to provide construction management services for the construction of such facilities.
- Conduct routing studies using GIS to optimize the residential collection routes.
- Perform technical services related to waste minimization, recycling, waste-to-energy, and other renewable energy systems.

The Consultant shall have a minimum of four years of extensive practical experience providing the municipal solid waste services described above. The analytical laboratory conducting the analysis of groundwater samples shall have prior experience with the analytical reporting requirements for municipal solid waste landfills in Texas. The laboratory for this contract should maintain accreditation by approved, independent accrediting organizations, e.g., American Association for Laboratory Accreditation (A2LA) and/or demonstrate successful participation in appropriate proficiency analytical testing programs for the testing that they will perform under this contract, and/or be in good standing with EPA and TCEQ, as necessary.

Household Hazardous Waste Program

The Consultant must have a good knowledge of the Federal (40 CFR, Chapter I, Parts 265 to 299) and State (30 TAC Chapter 335) environmental regulations governing the management of industrial solid waste and municipal hazardous waste. The Consultant may be required to provide the following types of household hazardous waste program services:

- Design and prepare plans and specifications for household hazardous waste collection facilities. Consultant may also be required to provide construction management services for the construction of such facilities.
- Prepare operational plans or health and safety plans for household hazardous waste collection facilities.
- Provide training to City of El Paso personnel regarding operational and safety procedures at household hazardous waste collection sites.
- Assist the City of El Paso in the classification and proper disposal of hazardous waste.

Consultant shall have a minimum of two years experience related to hazardous waste services.

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ATTACHMENT " B "

January 2, 2008

Via Federal Express

R·W·BECK

CONFIDENTIAL

Ms. Irene Ramirez, P.E.
Assistant City Engineer
City of El Paso
Engineering Department
2 Civic Center Plaza, 4th Floor
El Paso, Texas 79901

Subject: **Municipal Solid Waste and Household Hazardous Waste Engineering Services – Fee Proposal**

Dear Ms. Ramirez:

R. W. Beck, Inc. (R. W. Beck) is looking forward to providing municipal solid waste and household hazardous waste engineering services for the City of El Paso (City). As requested, we are submitting our revised fee proposal to the City that reflects a 10 percent profit allocation for R. W. Beck. This fee proposal includes R. W. Beck, as well as our subcontractors, AMEC and Trace Analysis. The fee proposal has been updated based on the City's December 7, 2007 memorandum and December 28, 2007 email concerning the fee proposal.

As requested, we have provided supporting documentation for R. W. Beck regarding the general and administrative rate and percent profit for the labor rates. Please refer to Section V. of the Fee Proposal for this detail, as well as the "Summary Indirect Cost Rate Computation." With respect to supporting documentation for AMEC, we would request that the City utilize the documents provided directly by AMEC to the City for the Environmental On-Call contract between the City and AMEC.

Should the City need further information, please contact me at (512) 651-6405 or spasternak@rwbeck.com.

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Sincerely,

R. W. BECK, INC.

Scott Pasternak
Senior Director

RECEIVED
JAN 3 2008

5806 Mesa Drive, Suite 310 Austin, TX 78731 Phone (512) 450-0991 Fax (512) 450-0515

R. W. Beck, Inc.
Engineering Services Fee Schedule
El Paso, Texas

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I. HOURLY BILLING CLASS RATES	YEAR 1	YEAR 2	YEAR 3
Principal	$233.00	$240.00	$247.00
Senior Director	$183.00	$188.00	$194.00
Project Managers	$168.00	$173.00	$178.00
Senior Engineers	$148.00	$152.00	$157.00
Senior Consultants	$148.00	$152.00	$157.00
Staff Engineers and Scientists	$119.00	$123.00	$127.00
Junior Engineers and Consultants	$99.00	$102.00	$105.00
Auto CAD	$74.00	$76.00	$78.00
Clerical	$40.00	$41.00	$42.00

II. UNIT COST RATES		
Black & White Copies (any size)	$ 0.10	per page
Color Copies/Prints (8.5X11")	$ 0.50	per page
Color Copies/Prints (>8.5X11")	$ 1.00	per page
Color Transparencies	$ 1.00	per page
Facsimile: Outgoing Long Distance	$ 1.00	per page
Facsimile: Incoming	n/a	
Postage	U.S.P.S Rates	

III. REIMBURSABLES	
Printing/Reproduction/Binding	At cost
Long Distance Communications	At cost
Shipping/Delivery	At cost
Airfare	At cost
Hotel	At cost
Meals	At cost
Mileage Rate	At cost
Car Rental	At cost
Supplies	At cost

IV. CONTRACTED CONSULTANTS AND SERVICES	Cost plus 10 %

V. BASIS FOR HOURLY BILLING CLASS RATES

	Allocation Percentage Per Billing Rates	Source
Direct	29.9%	Salaries for employees
Overhead	58.0%	Summary Indirect Cost Computation Schedule
Computers	2.1%	Calculation of R. W. Beck computer expenses
Profit	10.0%	Profit for R. W. Beck

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PROPOSED UNIT FEE SCHEDULE

City of El Paso Environmental Engineering Consulting Services Contract

Charges will be made at the following unit rates for all project related time, including travel to and from the project site.

amec

Unit Fee Schedule Labor Category	YEAR 1	YEAR 2	YEAR 3
Principal	$240.00	$247.50	$255.00
Unit Manager/Program Manager	$165.00	$170.00	$175.00
Senior Professional	$190.00	$195.00	$200.00
Health and Safety Officer	$125.00	$127.75	$130.00
Senior Project Manager	$140.00	$145.00	$150.00
Project Manager/Professional	$130.00	$135.00	$140.00
Project Engineer/Geologist/Specialist	$115.00	$117.50	$120.00
Level 1 Staff Engineer/Geologist/Specialist	$100.00	$102.50	$105.00
Level 2 Staff Engineer/Geologist/Specialist	$90.00	$92.50	$95.00
Level 3 Staff Engineer/Geologist/Specialist	$85.00	$87.50	$90.00
Level 4 Environmental Specialist/Field Tech	$75.00	$77.25	$80.00
Senior Field Professional	$80.00	$82.50	$85.00
Junior Scientist/Engineer	$70.00	$72.50	$75.00
GIS/CAD Technician Level 1	$75.00	$77.25	$80.00
GIS/CAD Technician Level 2	$60.00	$62.50	$65.00
Technician 1	$70.00	$72.25	$75.00
Technician 2	$60.00	$62.50	$65.00
Technician 3	$55.00	$57.50	$60.00
Admin/Clerical 1	$65.00	$67.50	$70.00
Admin/Clerical 2	$50.00	$52.50	$55.00

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Contracted Consultants Cost plus 10%

Personnel Markup for Health and Safety

Level A, B, or C - Additional fees applicable Additonal fees are applicable to Level C and Level B work. Itemized invoices will be provided should higher level of PPE be required

Legal tasks requiring deposition or court appearances will be increased 100 percent for deposition and court appearance time.

All overtime hours worked (in excess of eight hours per day or work on Saturday or Sunday) are subject to 25% markup of listed hourly rates if work is requested by Client or are reasonably necessary to meet job schedules.

All costs not specified are subject to standard City-negotiated markup of 10%

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TRACEANALYSIS

A Laboratory for Advanced Environmental Research & Analysis

Randy Peck
Cell (915)490-9044
randypeck@traceanalysis.com

Fee Schedule for **RW Beck**

TraceAnalysis performs organics and inorganic analyses of water, wastewater, soil, and solid waste. Through precise and accurate testing procedures and a commitment to comprehensive customer service, TraceAnalysis has established its place in the industry as one of the most successful and innovative professional laboratories in the nation. We continue this tradition of service and reliability with dedication to the solid principles of good science and goodwill.

Sample Supplies

■ With 3 to 5 days notice, TraceAnalysis provides customers with sample kits that include an ice chest, sample containers and preservatives, COCs, labels, and custody seals free of charge. TraceAnalysis also provides overnight return shipping free of charge. Our Customer Advocate is readily available to assist clients with any questions concerning the appropriate handling of containers, and in some markets, we also provide Sample Pick-Up Services.

Sample Tracking

■ TraceAnalysis collects data and processes results through our Laboratory Information Management System (LIMS). With LIMS we follow a sample through the laboratory: entering, scheduling, approving, and reporting results from a central database. The LIMS computer network also gives us the resources to print analytical results and invoices in client-specified formats.

Turnaround Times

■ TraceAnalysis' standard turnaround time for BTEX/TRPHC is 5 to 7 working days and for all other analyses, 7 to 10 working days. Rush turnaround times are also available. Please consult our Customer Advocate for details.

Quality Control

■TraceAnalysis participates in EPA quality assurance programs and operates consistently under EPA Quality Control Guidelines: At every stage of the analytical process, data are reviewed, and our Customer Advocate serves as a constant liaison between laboratory and clients. Copies of SOPs and our QA Manual are available upon request.

Sample Storage & Disposal

■TraceAnalysis stores samples at 4°C and keeps samples at least 2 weeks and up to 30 days after reporting. All samples are disposed of according to EPA protocol.

Fees are firm for calendar year 2008, and will increase 3% for 2009 and another 3% for calendar year 2010

TRACEANALYSIS

6701 Aberdeen Avenue, Suite 9
Lubbock, Texas 79424-1515

TEL: **1-800-378-1296**
806-794-1296
FAX: 806-794-1298

155 McCutcheon, Suite H
El Paso, Texas 79932

TEL: 1-888-588-3443
915-585-3443
FAX: 915-585-4944

website:
http//www.traceanalysis.com
e-mail: lab@traceanalysis.com

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TRACEANALYSIS

Volume Discounts Available

INORGANICS

PARAMETERS	Method Number	Analysis Cost/ Sample Liquid/Water	Solid/Soil
Alkalinity	310.1	$12.75	$9.56
Ammonia (NH3-N)	350.2/SM 4500-NH3 B,E	12.75	9.28
Biological Oxygen Demand (BOD)	405.1/SM 5210 B	26.25	NA
Bromide	300.0/9056	12.75	12.75
Bulk Density	*30-2	NA	33.00
Chemical Oxygen Demand (COD)	410.4	26.25	NA
Cation Exchange Capacity (CEC)	9081	NA	49.50
Chloride	300.0-9056-9253-SM 4500-Cl B	12.75	12.75
Chlorine	330.4/SM 4500-Bl F	12.75	NA
Chromium, Hexavalent	7196A/SM 3500-Cr D	52.50	165.00
Conductivity (Salinity)	120.1/9050A/ SM 2510 B	7.50	
Cyanide, Amenable	335.2/9010A/SM 4500 C,E	82.50	82.50
Cyanide, Total	335.2/9010A/SM 4500 C,G	41.25	41.25
Exchangeable Sodium % (ESP)	NA	49.50	49.50
Flashpoint/Ignitability	1010/SW-846 Ch. 7.1	24.75	24.75
Flouride	300.1/9056/304.2	12.75	12.75
Hardness	SM 2340 B	48.75	NA
Moisture Content (% Moisture)	ASTM D2216	NA	11.25
Nitrate (NO3-N)	300.0/9056/SM 4500-NO3 E	12.75	12.75
Nitrite (NO2-N)	300.0/9056/SM 4500-NO2 B	12.75	12.75
pH	150.1/9040B/9045C	7.50	9.00
Phenolics	420.1/SM 5530 C,D	41.25	41.25
Corrosivity	365.2	24.75	24.75
Phosphorous, Total	6010B	25.50	25.50
Sodium Absorbtion Ratio (SAR)	NA	51.00	51.00
Specific Gravity	ASTM D854-92	12.75	NA
Sulfate	300.0/9056	12.75	12.75
Sulfide	376.1/SM 4500-S2-D	24.75	24.75
Surfactants (MBAS)	SM 5540 C	82.50	NA
Total Kjeldahl Nitrogen (TKN)	351.3	24.75	24.75
Total Dissolved Solids (TDS)	160.1/SM 2540 C	9.00	NA
Total Solids (TS)	160.3/SM 2540 B	9.00	NA
Total Suspended Solids (TSS)	160.2/SM 2540 D	8.25	NA
Total Volatiles Solids (VS)	160.4/SM 2540 E	9.00	NA

*30-2 is modified from Methods for Soil Analysis, C.A. Black.

GROUNDWATER GENERAL CHEMISTRY PACKAGE

Anions (Cl, SO4, CO3, HCO3, F, N03)		
Cations (Na, K, Ca, Mg)		
TDS, pH, Conductivity	151.50	NA

APPLIED WATER SUITABILITY/SALT WATER CONTAMINATION

SAR, Conductivity, Chloride	71.25	72.00

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TRACEANALYSIS

METALS

TraceAnalysis performs metals analysis by GFAA, Cold Vapor, and ICP. A sample preparation fee applies for all matrices. The preparation fees for mercury and group packages are included in the price.

				Analysis Cost
INDUCTIVELY COUPLED PLASMA (ICP) [6010B/200.7]				$12.75/element
Aluminum, Al	Calcium, Ca	Manganese, Mn	Sodium, Na	
Antimony, Sb	Chromium, Cr	Molybdenum, Mo	Stontium, Sr	
Arsenic, As	Colbalt, Co	Nickel, Ni	Thallium, Tl	
Barium, Ba	Copper, Cu	Potassium, K	Tin, Sn	
Beryllium, Be	Iron, Fe	Selelium, Se	Vanadium, V	
Boron, B	Lead, Pb	Silicon, Si	Zinc, Zn	
Cadmium, Cd	Magnesium, Mg	Silver, Ag		

MERCURY (Hg) BY COLD VAPOR [7470A, 7471A/245.1]	24.75
RCRA METALS (8)	126.75
SAMPLE PREPARATION FEES	
Water or Liquids (3010A, 3015)	12.75
Soil or Solids (3050B, 3051)	9.56
TCLP or SPLP (1311/1312)	67.50

ORGANICS

PARAMETERS	Method Number	Liquid/Wate	Solid/Soil
Aromatic Volatiles	602/8021 B	$82.50	$82.50
Explosives	8330	206.25	206.25
Fractional Organic Carbon (FOC)	ASTM D2974	NA	33.00
Oil and Grease (freon)	413.1/9070	**61.00	**61.00
Oil and Grease (hexane, gravimetric)	1664	45.75	45.75
Organo-Chlorine Pesticides	608/8081A	144.75	144.75
PCB	608/8082	99.00	99.00
PCB(in transformer oil)	600/4-81/045	30.00	NA
Phenols	625/8270C	206.25	206.25
PAH/PNA	625/8270C	187.50	187.50
Semi-Volatile Organics by GC/MS	625/8270C	262.50	262.50
Total Organic Carbon (TOC)	415.1/9060	41.25	NA
Total Organic Halides (TOX)	9020B/9077	165.00	82.50
Volatile Organics by GC/MS	624/8260B	187.50	187.50

**Prices subject to change due to the availability of freon.

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TRACEANALYSIS

Volume Discounts Available

HYDROCARBON ANALYSES

PARAMETERS	Method Number	Analysis Cost/Sample Liquid/Water	Solid/Soil
BTEX	602/8021 B	$41.25	$41.25
BTEX/MTBE	602/8021 B	41.25	41.25
Fuel Fingerprint		82.50	82.50
PAH/PNA	8270C	187.50	187.50
TRPHC (freon)	418.1	**65.00	**65.00
TRPHC	TX 1005	45.00	45.00
TRPHC (Extended Run)	TX 1005	48.75	48.75
TRPHC	TX 1006	165.00	165.00
TRPHC (hexane, gravimetric)	1664	48.75	48.75
TPH DRO	Mod. 8015 B	45.00	45.00
TPH GRO	Mod. 8015 B	41.25	41.25

**Prices subject to change to the availability of freon.

CHARACTERIZATION PACKAGES

Toxicity-TCLP (rates include TCLP extraction)

PARAMETERS	Method Number	Liquid/Water	Solid/Soil
Metals (8)	1311/6010B	$181.50	$181.50
Volatile Organics	1311/8260B	273.75	273.75
Semi-Volatile Organics	1311/8270C	273.75	273.75
TCLP Package		594.00	594.00
TCLP Package Plus RCI		668.25	668.25
TCLP Extraction Only	1311	67.50	67.50
SPLP Extraction Only	1312	67.50	67.50
Corrosivity	SW-846 Ch. 7.2/1110	24.75	24.75
Ignitability/Flashpoint	SW-846 Ch. 7.1/1010	24.75	24.75
Reactivity	SW-846 Ch. 7.3	24.75	24.75

RUSH AND TRRP FEES

24 Hour	100%
48 Hour	50%
72 Hour	25%
TRRP	15%

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ATTACHMENT "C"
CONSULTANT'S BASIC AND ADDITIONAL SERVICES

For the Project known as "**MUNICIPAL SOLID WASTE AND HOUSEHOLD HAZARDOUS WASTE ENGINEERING SERVICES,**" 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 the design phases of 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 a 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.

REPORT PHASE

1. Upon receipt of the Owner's written authorization to proceed with the Report Phase, the Consultant shall:

a. Consult with the Owner to determine the requirements of the Project and together with the Owner develop a mutually acceptable scope for the Project.

b. Provide preliminary investigations, studies, topographic surveys including ties to known monuments of right-of-way lines, general supervision of any other services obtained as described in Part 1.c. of this section and interpreting or incorporating results of any such services for inclusion in the Preliminary Study and Report referred to in Part 1.d. of this section.

c. (1) Provide consultation and advice as to the necessity of providing or obtaining other services such as: (a) Property surveys, boundary surveys, right-of-way surveys, and utility surveys, (b) Core borings, probings, and hydrographic surveys, (c) Laboratory testing, and (d) Inspection or other special consultation; (2) Act as the Owner's representative in connection with such services; and (3) If concurred with and authorized by the Owner, provide, procure, or assist in procuring such Additional Services.

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d. Prepare a Preliminary Study and Report on the Project based on the mutually accepted program in sufficient detail to indicate clearly the problems involved and the alternative solutions available to the Owner, to include schematic layouts, sketches, flow diagrams and reports of studies, and a general opinion of probable construction costs for such of the above listed improvements to be included in the Project, and to set forth the Consultant's recommendations.

e. As per Attachment "D", furnish the Preliminary Study and Report and a general opinion of probable construction cost opinion to the Owner.

2. Upon receipt of the Preliminary Study and Report and before the Consultant is authorized to proceed with the Preliminary Design Phase, the Owner at its option may designate in writing various construction contracts into which the Project shall be divided, each of which may include one or more of the above listed improvements to be constructed. If the Owner designates various construction contracts into which the Project is to be divided, the Consultant shall thereafter treat each construction contract as a separate Project under this Agreement. Each construction contract shall be separately bid and the Consultant shall prepare separate preliminary design, and final design drawings, specifications, proposal forms, notices to bidders, construction contract documents, and other required documents for each construction contract.

3. As identified in the Scope of Work in Attachment "A", the Consultant shall investigate the extent and character of any potential soil or water contamination on the properties identified in the Scope of Work, conduct asbestos investigations, environmental site assessments, and provide other environmental engineering services as required and authorized. Services not included in the original scope of work shall be considered Additional Services. The Consultant shall perform such professional services as may be necessary to accomplish the work required to be performed under this Agreement, in accordance with this Agreement, applicable Texas Commission on Environmental Quality and Texas Department of State Health Services Regulations, and any and all applicable state, federal and local laws. The Consultant shall develop an Investigation Plan for the identified properties. Upon approval of the Investigation Plan by the City, the City shall arrange to issue a Notice to Proceed for the Consultant to proceed in relation to an identified property.

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PHASE I - PRELIMINARY DESIGN PHASE

Upon receipt of the Owner's written authorization to proceed with the Preliminary Design Phase, the Consultant shall do the following separately for each construction contract:

1. Consult with the Owner to determine the Owner's requirements for the Project.

2. Provide at the Consultant's sole expense right-of-way surveys, boundary surveys, topographic surveys, drainage surveys, and soil investigations as needed to design the Project and as required by the Scope of Work of the Agreement; obtain all available information from all utility companies and other affected agencies including, but not limited to, the Texas Department of Transportation and the U.S. Department of Interior,

Bureau of Reclamation, as needed to complete the proper design. This does not, however, include property surveys and legal descriptions as needed to acquire additional right-of-way or additional property.

3. Obtain all available horizontal and vertical locations of public utilities, and fully coordinate design of the Project with public utilities in an effort to minimize relocation of utilities as much as possible.

4. Make drawings from field measurements of existing construction when required for planning additions or alterations thereto.

5. Provide consultation and advice as to the necessity of providing or obtaining other services such as the types described herein, and act as the Owner's representative in connection with any such services, and if concurred with and authorized by the Owner, provide, procure, or assist in procuring such Additional Services.

6. Review with the Owner alternative approaches in regard to the construction of the Project. The Owner at its option may designate in writing various construction contracts into which the Project shall be divided. The Consultant may request additional reasonable compensation if the Owner designates various construction contracts into which the Project is to be divided. The Consultant shall thereafter treat each construction contract as a separate Project under this Agreement. Each construction contract shall be separately bid and the Consultant shall prepare separate preliminary design, pre-final design, and final design specifications, proposal forms, notices to bidders, construction contract documents, and other required documents for each construction contract.

7. Prepare for approval by the Owner preliminary design documents consisting of evaluation of existing structural report, design criteria, drawings, and outline specifications to develop, and establish the scope of each construction contract.

8. Prepare a detailed opinion of probable construction costs for each construction contract containing the main construction components, based on the information given in the preliminary design documents.

9. As per Attachment "D", furnish copies of the above preliminary design documents and opinion of probable construction costs for each construction contract. If the above preliminary design documents are not approved by the Owner, the Consultant shall furnish copies of the resubmitted preliminary design documents at no additional cost to the Owner.

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PHASE II - PRE-FINAL DESIGN PHASE

Upon receipt of the Owner's written authorization to proceed with the Pre-Final Design Phase, the Consultant shall do the following separately for each construction contract:

1. Prepare required documents and assist the Owner in obtaining approval of such governmental authorities as may have jurisdiction over the design criteria applicable to

each construction contract. The Consultant's assistance in obtaining such approvals shall include participation in submissions to and negotiations with the appropriate authorities. The Consultant shall be fully responsible for coordination with all utility companies to resolve conflicts pertaining to location of utility lines and shall exercise customary and usual professional care for obtaining utility clearances. Since some utility locations may not be recorded or mapped, additional efforts to locate utilities maybe required as an additional service upon written approval of the Owner.

2. On the basis of the approved preliminary design documents and subject to approval of design criteria, prepare for incorporation in the construction contract documents detailed drawings and plans, hereinafter called the **"Drawings,"** to show the character and scope of the work to be performed by construction contractors on each construction contract, instructions to bidders, general conditions, special conditions, and technical provisions, hereinafter called **"Specifications."** These plans shall include the required cross sections from actual fieldwork for estimated earthwork quantities.

3. Advise the Owner of any adjustment to the Consultant's previous opinion of probable construction costs for each construction contract caused by changes in scope, design requirements, general market conditions, or construction costs and furnish a revised opinion of probable construction costs, based on the completed Drawings and Specifications. The Consultant expressly authorizes any person designated by the Owner to review at any time prior to the Bidding Phase any opinion of probable construction costs made by the Consultant. The Consultant agrees to cooperate fully in such review, and shall furnish the access to all pertinent information upon which the Consultant's cost opinions were based. In addition, detailed estimates to include orderly presented takeoff sheets, summary and main summary sheets are to be provided to the Owner. Nothing in this provision shall be construed as limiting or waiving the right of the Owner to obtain such information at any other time, or as relieving the Consultant of the responsibility of preparing opinions of probable construction costs. The Owner understands that the Consultant has no control over the cost of availability of labor, equipment, market conditions, or the contractor's method of pricing and that the Consultant's opinion of probable construction costs are made on the basis of professional judgment and experience. The Consultant makes no warranty that the bids will not vary from the opinion of probable construction costs.

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4. Prepare proposal forms.

5. As per Attachment "D", furnish to the Owner copies of the Drawings for review by the Owner, other governmental authorities, and the public utilities. If the Drawings are not approved by the Owner, the Consultant shall furnish copies of the resubmitted Drawings at no additional cost to the Owner. Furnish to the Owner copies of the Specifications and copies of the design analysis showing all engineering calculations for review by the Owner, other governmental authorities who may have jurisdiction over each construction contract, and the public utilities.

ATTACHMENT "C"
CONSULTANT'S BASIC AND ADDITIONAL SERVICES

PHASE III - FINAL DESIGN PHASE

Upon receipt of the Owner's written authorization to proceed with the Final Design Phase, the Consultant shall do the following separately for each construction contract:

1. Incorporate changes requested by the Owner and other governmental authorities after review of pre-final design documents and perform redesign necessitated by public utility conflicts.

2. Coordinate closely with utility companies during the Preliminary Design and Pre-Final Design Phases. The amount of redesign necessary to accommodate utility company comments on the pre-final design drawings is expected to be in proportion to the effectiveness of that coordination and is to be performed by the Consultant as part of the Final Design Phase of this Agreement. The Consultant shall obtain written utility clearance from all utility companies affected by the scope of this Project as part of the Final Design Phase of this Agreement.

3. Submit to the Texas Department of Licensing and Regulation, or a State Certified ADA consultant, a set of Final Design Drawings for ADA review and approval.

4. As per Attachment "D", furnish to the Owner copies of final design Drawings and Specifications for review and approval prior to the reproduction for bidding purposes.

5. As per Attachment "D", furnish to the Owner copies of the Drawings and Specifications in final approved form for bidding purposes for each construction contract.

6. Additional copies of the drawings and specifications beyond those identified in Attachment "D", required for public utilities and other agencies, will be provided by the Consultant as an Additional Service.

PHASE IV - BIDDING PHASE

Upon receipt of the Owner's written authorization to proceed with the Bidding Phase on each construction contract, the Consultant shall do the following separately for each construction contract:

1. Assist the Owner in the determination of the bidding period and bid date and provide necessary data for preparation of the notice to bidders by the Owner as required for advertising purposes.

2. Assist the Owner in responding to all questions from prospective bidders concerning the Drawings and Specifications.

3. Attend a pre-bid conference, if any, to explain the Project and to answer questions regarding the Project.

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4. Prepare addenda to the Drawings and Specifications as may be required during the advertising period. Any addenda issued shall be approved by all agencies having approval authority over the Drawings and Specifications. As per Attachment "D", deliver copies of all addenda to the Owner for appropriate action.

5. As identified in Attachment "A", assist the Owner in evaluating bids, including obtaining and providing to the Owner reasonably available information as to the quality, ability, and performance record of the three lowest responsible bidders or assist the Owner in rating all bidders using Best Value Evaluation Criteria provided by the Owner, including obtaining and providing to the Owner reasonably available information as to the quality, ability, and performance record of the bidders. If Best Value Evaluation Criteria are required after the consulting fees have been negotiated and accepted, Consultant may request Additional Services fees.

6. Advise the Owner concerning the acceptability of subcontractors and other persons and organizations proposed by the general construction contractor for those portions of the work for which such acceptability is required by the construction contract documents.

PHASE V – CONSTRUCTION MANAGEMENT PHASE

The Construction Management Phase, for each construction contract, shall commence with the award of the construction contract and shall terminate upon written approval of final payment by the Owner, except that this phase may be extended, if required, by agreement between the Consultant and the Owner. Upon receipt of the Owner's written authorization to proceed with the Construction Management Phase, the Consultant shall do the following separately for each construction contract:

1. Attend the pre-construction conference to assist the Owner in responding to all questions from the construction contractor.

2. Advise and consult with the Owner and act as the Owner's representative as provided in the general conditions included in 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 being agreed to by both the Consultant and the Owner.

3. The construction manager shall inspect work performed by Contractors, Subcontractors, Vendors as required by construction documents and City of El Paso Engineering requirements and guidelines.

4. Monitor and manage the project construction contract, cost and schedule.

5. 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.

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ATTACHMENT "C"
CONSULTANT'S BASIC AND ADDITIONAL SERVICES

6. Observe the progress and quality of the executed work to determine if such work meets the essential performance and design features and the technical and functional requirements of the construction contract documents.

7. The Consultant shall provide the Owner with typed daily inspection reports to document all activity in accordance with industry standards. On the basis of these on-site observations, the Consultant shall guard the Owner against apparent defects and deficiencies in the permanent work constructed by the construction contractor. The Consultant shall be required to make daily on-site inspections to check the quality or quantity of the work, and oversee the means, methods, techniques, sequences, or procedures, and the safety precautions incident thereto. The Consultant's efforts shall be directed toward providing assurance to the Owner that each completed construction contract meets the requirements of the construction contract documents. Any deviation from the construction documents shall be documented and promptly communicated to the contractor in writing to ensure the non-compliance is addressed accordingly.

8. Review and track all shop drawings, diagrams, illustrations, brochures, catalog data, schedules, samples, the results of tests, 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. The Consultant shall also assemble maintenance and operating 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.

9. Issue the Owner's instructions to the construction contractor when required to do so, review and negotiate change orders to include independent review of opinion of probable construction cost for the Owner's approval.

10. Based on the Consultant's documentation, review the contractor's applications for payment and supporting data, determine the amount owing to the construction contractor and recommend such amount, to owner, in writing; such recommendation of payment to constitute a representation to the Owner, based on such documentation, observations and review, that the work has progressed to the point indicated and that, to the best of the Consultant's knowledge, information and documentation, 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 construction contractors's approval.

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11. Conduct with the Owner and construction contractor substantial and final completion inspections. Document the inspections and all requirements resulting from the inspections. The **"punch list"** shall be furnished to the construction contractor and the Owner within **two City working days** after the inspections.

12. Issue a "Certificate of Substantial Completion" 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 substantial completion inspection.

13. Monitor and 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.

14. Furnish the Owner one set of all project documentation.

15. Make written recommendations to the Owner on all claims relating to the execution and progress of the construction work.

16. 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.

17. Serve as an expert witness for the Owner in any litigation or other proceeding involving the Project.

ADDITIONAL SERVICES OF THE CONSULTANT

GENERAL

If Authorized in writing by the Owner, through written amendment, the Consultant may perform or obtain Additional Services noted below, which are not covered within the Agreement. No claim for Additional Services or cost shall be allowed unless the same was done pursuant to a written authorization dated prior to the Additional Services or cost and which was authorized pursuant to the policies and procedures of the Owner (i.e., passage by city Council). The owner shall pay for such Additional Services as indicated in the Agreement.

1. Furnish core borings, probings, and hydrographic surveys; laboratory testing; inspection of samples or materials; and other special consultations.

2. Furnish property surveys and legal descriptions as needed to acquire additional right-of-way or additional property.

3. Provide Additional Services due to significant changes in the general scope of the Project or its design including, but not limited to, changes in size, complexity, or character of construction if the changes are inconsistent with approvals or instructions previously given by the Owner including revisions made necessary by adjustments in the Owner's scope or budget, except where the Consultant's preliminary study and report, preliminary design, pre-final design, or final design cost opinions exceed the budgeted amount, or in the case where all responsible bids exceed the Consultant's final design cost opinions by **ten percent** or more.

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ATTACHMENT "C"
CONSULTANT'S BASIC AND ADDITIONAL SERVICES

4. Revise previously approved studies, reports, design documents, drawings, or specifications, except when said revisions are required as a result of errors, negligence, or other fault on the part of the Consultant.

5. Prepare documents for alternate bids requested by the Owner for construction work for which bids have not been awarded.

6. If Best Value Evaluation Criteria are required after the Consulting fees have been negotiated and accepted, the Consultant may request Additional Service fees.

7. Prepare detailed renderings, exhibits, or scale models for the Project, except as otherwise required herein

8. Furnish additional copies of studies, reports, and additional prints of Drawings and Specifications in excess of those required herein.

9. Furnish additional tests and inspections, in excess of those required herein during the Construction Phase.

10. Provide investigations involving detailed consideration of operation, maintenance, and overhead expenses as well as the preparation of rate schedules, earnings and expense statements, feasibility studies, appraisals and valuations, detailed quantity surveys of material or labor.

11. Prepare change orders requiring additional significant design changes not provided for in the Agreement, requested by the Owner.

12. Inspect each construction contract site prior to expiration of the guarantee period and report, in written form, observed discrepancies under guarantees provided by the construction contractor.

13. Provide additional or extended services during construction made necessary by: **a)** work damaged by fire or other cause during construction; **b)** prolongation of the construction contract time by more than **twenty-five percent** provided that such prolongation is not caused by errors, negligence, or other fault on the part of the Consultant; **c)** Acceleration of the work schedule involving services beyond normal city working hours; or **d)** the construction contractor's default under the construction contract due to delinquency or insolvency.

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14. Provide extensive assistance in the initial start-up and test operation of equipment or devices and the preparation of manuals of operation and maintenance.

15. Serve as an expert witness for the Owner in any litigation or other proceeding involving the Project.

ATTACHMENT "C"
CONSULTANT'S BASIC AND ADDITIONAL SERVICES

16. Provide Additional Services in connection with the Project not otherwise provided for in this Agreement, except where those services are required as a result of negligence or other fault on the part of the Consultant.

RESIDENT PROJECT SERVICES

1. If directed in writing by the Owner, one or more full-time Resident Project Representatives shall be furnished and directed by the Consultant in order to provide more extensive representation at each construction site during the Construction Phase. Such resident project representation shall be paid for by the Owner.

2. The duties and responsibilities and the limitations on the authority of the Resident Project Representative shall be as set forth in writing by the City Engineer before such services begin.

3. Through the continuous on-site observations of the work in progress and field checks of materials and equipment by the Resident Project Representative, the Consultant shall endeavor to provide further protection for the Owner against defects and deficiencies in the work of the construction contractors, but the furnishings of such resident project representation shall not make the Consultant responsible for the construction contractor's failure to perform the construction work in accordance with the construction contract documents.

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ATTACHMENT "D"
PAYMENT AND DELIVERABLE SCHEDULES

For the Project known as "**MUNICIPAL SOLID WASTE AND HOUSEHOLD WASTE ENGINEERING SERVICES**D", hereinafter referred to as the Project, the Owner will compensate the Consultant an amount not to exceed **SEVEN HUNDRED FIFTY THOUSAND AND 00/100 DOLLARS ($750,000.00)** for two years for all Basic Services and reimbursables noted within the Agreement and its attachments.

PAYMENT SCHEDULE

Payment to Consultant shall be made on a monthly basis. 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.

DELIVERABLE SCHEDULE

The services called for in this Agreement shall be completed as specified on each individual authorization from the Owner for the Consultant to proceed.

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Procurement Summary

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Project Name: **Municipal Solid Waste and Household Waste Services**

District: **Citywide**

Scope of work

Projects performed under the Municipal Solid Waste and Household Hazardous Waste Engineering Services contract may include, but are not limited to the following types of services. This scope of services is intended to represent the types of projects that may arise during the term of the contract; however, not all of these services may be required of the Consultant during the contract term. The Consultant may supplement their in-house capabilities through teaming arrangements with other firms.

Municipal Solid Waste

The Consultant must have good working knowledge of the Federal (RCRA Subtitle D, 40 CFR) and State (30 TAC Chapter 330) environmental regulations governing the management of municipal solid waste. The Consultant may be required to provide the following types of municipal solid waste services:

- Conduct groundwater monitoring activities at landfill facilities, perform statistical analysis groundwater data, evaluate statistically significant levels, and provide management of groundwater monitoring well installation or abandonment activities.
- Prepare groundwater sampling and analysis plans, groundwater monitoring reports, statistical analysis plans and reports, and groundwater monitoring well installation or abandonment reports for TCEQ approval.
- Prepare storm water pollution prevention plans for municipal solid waste facilities and/or conduct storm water quality monitoring activities at landfill facilities.
- Prepare landfill gas management plans, conduct landfill gas monitoring, install or abandon landfill gas monitoring probes or landfill gas vents, design and implement a corrective action program, and design and install passive or active landfill gas removal systems.
- Prepare and implement corrective action programs.
- Conduct periodic Tier II Non-Methane Organic Compound sampling and analysis, perform air emission calculations for landfill facilities, prepare air permit application documentation, and annual emissions inventories.
- Update or prepare closure or post-closure cost estimates.
- Prepare permit modifications for municipal solid waste permit documents and obtain TCEQ approval. Consultant may also be required to prepare permit amendments.
- Perform topographical surveys of landfill facilities and volume calculations for the completion of annual waste reports. Periodic topographical surveys with aerial photography may also be requested.

- Design and prepare construction plans and specifications for landfill facility components; such as, leachate evaporation ponds, landfill cells and leachate collection systems, final cover systems, storm water management structures, and erosion control structures. Consultant may also be required to perform oversight of the construction of such components.
- Conduct feasibility studies or strategic planning activities.
- Design and prepare plans and specifications for citizen collection sites or other collection facilities. Consultant may also be required to provide construction management services for the construction of such facilities.
- Design and prepare plans and specifications for transfer stations and material recovery facilities. Consultant may also be required to provide construction management services for the construction of such facilities.
- Conduct routing studies using GIS to optimize the residential collection routes.
- Perform technical services related to waste minimization, recycling, waste-to-energy, and other renewable energy systems.

The Consultant shall have a minimum of four years of extensive practical experience providing the municipal solid waste services described above. The analytical laboratory conducting the analysis of groundwater samples shall have prior experience with the analytical reporting requirements for municipal solid waste landfills in Texas. The laboratory for this contract should maintain accreditation by approved, independent accrediting organizations, e.g., American Association for Laboratory Accreditation (A2LA) and/or demonstrate successful participation in appropriate proficiency analytical testing programs for the testing that they will perform under this contract, and/or be in good standing with EPA and TCEQ, as necessary.

Household Hazardous Waste Program

The Consultant must have a good knowledge of the Federal (40 CFR, Chapter I, Parts 265 to 299) and State (30 TAC Chapter 335) environmental regulations governing the management of industrial solid waste and municipal hazardous waste. The Consultant may be required to provide the following types of household hazardous waste program services:

- Design and prepare plans and specifications for household hazardous waste collection facilities. Consultant may also be required to provide construction management services for the construction of such facilities.
- Prepare operational plans or health and safety plans for household hazardous waste collection facilities.
- Provide training to City of El Paso personnel regarding operational and safety procedures at household hazardous waste collection sites.
- Assist the City of El Paso in the classification and proper disposal of hazardous waste.

Consultant shall have a minimum of two years experience related to hazardous waste services.

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Department Requesting Service: Environmental Services Department

Procurement Type: Architect/Engineer Selection Process (Qualification based)

Request for Qualification Notification Date: September 7, 2007

Firms that were notified: All pre-qualified architect/engineer firms

Request for Qualification Due Date: September 21, 2007

Architect/Engineer firms that submitted RFQ packages:

Parkhill Smith and Cooper
CDM
R W Beck
SCS Engineers
Malcolm Pirnie
Ninyo & Moore
Viva Environmental

Architect Engineer Selection Committee Members

Ellen Smyth , Director of Environmental Services Department
Irene Ramirez, Assistant City Engineer, Engineering Department
Javier Reyes, Engineering Division Manager
Valerie Joosten, Environmental Engineer
John Garza, Division Manager

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Date final ranking was submitted: October 15, 2007

Final Ranking of Firms

Firm	Rank	Outcome
Parkhill Smith and Cooper	1*	Finalist
R W Beck	2*	Finalist
CDM	3	Not selected
SCS Engineers	4	Not selected

* Selection Committee decided to select the two top rated firms

Date firms were notified of results: November 15, 2007

Date firms were notified in writing of final selection: November 15, 2007 Selected firm

November 15, 2007 Not Selected

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SELECTION OF PROFESSIONAL SERVICES

PROJECT NAME: Municipal Solid Waste and Household Hazardous Waste Engineering Services

RATER: _____ **DATE:** _____

Firms:

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1. PERFORMANCE REVIEW OF THE PRIME (On previous projects)							
a. Are their services typically completed on schedule?	10						
b. Are their services usually reasonably close to actual clients request.	15						

2. SUBMITTAL BY THE PRIME							
a. Did the firm adequately explain their strategy to accomplish the scope of work?	10						
b. Did the firm list at least one major issue that will affect the services for the project?	10						
c. Did the firm explain why the project manager is the best candidate and how they will address these issues?	10						
d. Did the firm clearly explain their services approach?	9						
e. Did the firm adequately prove the constructability of the their approach to the services for the project?	5						
f. Did the firm completely detail how their competency and experience are pertinent?	20						
g. Did the firm prove they have the ability to be immediately responsive to issues during design and construction?	6						
h. Did the firm respond to the questions of the committee (where applicable)	2						
i. DBE: Prime = 2 Subs = 1 Both = 3 Veteran = 1*	3						

TOTAL SCORE	100						