CITY OF EL PASO, TEXAS
DEPARTMENT HEAD'S SUMMARY REQUEST FOR COUNCIL ACTION (RCA)

DEPARTMENT: **Engineering**

AGENDA DATE: **May 13, 2008**

CONTACT PERSON/PHONE: **R. Alan Shubert, City Engineer (X4423)**

DISTRICT(S) AFFECTED: **Citywide**

SUBJECT:

That the City Manager be authorized to sign a two year Professional Services Agreement between the City of El Paso and

1. Professional Service Industries, Inc., a Delaware Corporation, to perform consulting services for a project known as "Geotechnical and Material Testing" for a contract amount not to exceed $400,000. Funding: Applicable projects are required to fund each task and,

2. Licon Engineering Company Inc., a Texas Corporation, to perform consulting services for a project known as "Geotechnical and Material Testing" for a contract amount not to exceed $400,000. Funding: Applicable projects are required to fund each task.

(All Districts) [Engineering, R. Alan Shubert, (915) 541-4423]

BACKGROUND / DISCUSSION:

The Architect Engineer Selection Committee met on January 17, 2008 to select three Geotechnical Engineering Firms from the pre-qualified list. The Committee selected three on-call geotechnical firms: AMEC Earth & Environmental, Professional Service Industries (PSI), and Licon Engineering Company. The Council approved the AMEC Earth & Environmental contract on April 8, 2008. This item requests Council action to approve the last two Geotechnical and Material Testing firms up to a maximum dollar value of $400,000 for each firm. Approval of these last two agreements will give the City a maximum total contracting authority of $1.2 million for project geotechnical and material testing over the two-year period as specified in the contracts.

Geotechnical and Material Testing is a required component of every construction project. Typically those contracts that call for large quantities of materials also call for more testing so the size of the purchase orders issued to these firms is highly variable. Once a construction contract is approved by Council, the staff will request a testing cost proposal from one of the available Geotechnical and Material Testing firms. The Engineering Department then analyzes the proposal and an estimated total fee for the testing work is established. Geotechnical and Material Testing is not optional as this service is the only way to guarantee that quality roadways and other facilities are constructed and these facilities maximize their useful life for the City.

The City only pays for those tests that are actually done. The negotiated fees for the various types of testing are included in the contract for each firm. There are no provisions for extending these contracts past the two-year duration or increasing the specified maximum contract value.

PRIOR COUNCIL ACTION:

None on this item.

08 MAY -8 PM 2:47
CITY CLERK DEPT.

AMOUNT AND SOURCE OF FUNDING:

Funding to be provided by each project requiring service.

BOARD / COMMISSION ACTION:

N/A

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

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

DEPARTMENT HEAD: _____

(Example: if RCA is initiated by Engineering, client department should sign also)

Information copy to appropriate Deputy City Manager

APPROVED FOR AGENDA:

CITY MANAGER: _____ **DATE:**_____

CITY CLERK DEPT.
09MAY -8 PM 2:47

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 **PROFESSIONAL SERVICE INDUSTRIES, INC.**, a Delaware Corporation, to perform consulting services for a project known as **"GEOTECHNICAL AND MATERIAL TESTING"** for a contract amount not to exceed **FOUR HUNDRED THOUSAND AND 00/100 DOLLARS ($400,000.00).**

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

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 **PROFESSIONAL SERVICE INDUSTRIES, INC.**, a Delaware Corporation, hereinafter referred to as the **"Consultant"**.

WHEREAS, the Owner intends to engage the Consultant to perform professional services for a project known as **"GEOTECHNICAL AND MATERIAL TESTING,"** 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

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

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

ARTICLE III.
CONSULTANT FEES AND PROJECT BUDGET

3.1 PAYMENT TO CONSULTANT. The Owner shall pay to the Consultant an amount not to exceed **FOUR HUNDRED THOUSAND AND 00/100 DOLLARS ($400,000.00)** for all basic services and reimbursables performed pursuant to this Agreement. The Consultant's fee proposal for the performance of all Basic Services and reimbursables is attached hereto as **Attachment "B"**. Payments to the Consultant shall be made pursuant to 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 with **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.

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"**.

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 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."

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

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 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.

ARTICLE VI.
FEDERAL PROVISIONS

CITY CLERK DEPT. 1:53

6.1 COMPLIANCE WITH APPLICABLE LAWS - FEDERAL FUNDING REQUIREMENTS

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

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

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

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

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

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

6.1.1 CONTRACT ASSURANCE. The Consultant or subconsultant shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the consultant to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate.

6.1.2 DBE GOOD FAITH EFFORTS. The requirements of 49 CFR Part 26, regulations of the U.S. DOT, applies to this contract. It is the policy of the Owner to practice nondiscrimination based on race, color, sex or national origin in the award of performance of this contract. All firms qualifying under this solicitation are encouraged to submit proposals. Award of this contract will be conditioned upon satisfying the

requirements of this proposal. These requirements apply to all offerors, including those who qualify as a DBE. A DBE contract goal of 29.85% has been established for this contract. The offeror shall make good faith efforts, as defined in Appendix A, 40 CFR Part 26, to meet the contract goal for DBE participation in the performance of this contract.

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

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

6.2 TERMINATION FOR CANCELLATION OF GRANT.

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

ARTICLE VII.
GENERAL PROVISIONS

7.1 CONTRACT TIME. Consultant understands and agrees to provide all professional services and deliverables requested herein, as expeditiously as is consistent with professional skill and care, and to use its best efforts to complete 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 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.

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

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

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

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

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

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

To the Owner:	The City of El Paso Attn: City Manager 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:	Professional Service Industries,Inc. Attn: Jaime Favela 4601 Ripley El Paso, Texas 79922

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

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

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

WITNESS THE FOLLOWING SIGNATURES AND/OR SEALS:

CITY OF EL PASO:

_____
Joyce Wilson, City Manager

CONSULTANT:
Professional Service Industries, Inc.

_____
Jaime Favela
C S Department MAnager

APPROVED AS TO FORM:

_____
Cynthia Osborn
Assistant City Attorney

APPROVED AS TO CONTENT:

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

(Acknowledgements on following page)

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 2 day of May, 2008, by **Jaime Favela,** as **C S Department Manager** of **Professional Service Industries, Inc.**

Eva Medrano
Notary Public, State of Texas

My commission expires:

2-2-12

EVA MEDRANO
NOTARY PUBLIC STATE OF TEXAS
COMMISSION EXPIRES:
02-02-2012

ATTACHMENT "A"
SCOPE OF SERVICES AND PROJECT BUDGET

Type of service: **Geotechnical and Materials Testing Services**

LOCATIONS: **Citywide**

BUDGET: $400,000 for two years

GENERAL DESCRIPTION:

The Consultant shall render the following services in connection with the construction of the projects:

1. Provide professional engineering services in the field of geotechnical and materials testing.
2. Provide Technical and Professional Engineering Consultation for the geotechnical investigations and related laboratory testing services, including labor, equipment and materials for the projects.
3. Provide materials engineering and testing, and construction quality assurance /quality control (QA/QC) services. All field and laboratory procedures shall be performed under the direct supervision of a registered professional engineer in accordance with ASTM E 329 Standards Recommended Practice for Inspection and Testing Agencies for Concrete, Steel, and Bituminous Materials as used in construction.
4. Provide the owner a monthly report of tasks and activities related to this service. Report should include project name, percent of testing completed, amount of invoices paid, total amount of purchase order.
5. Provide notification to owner when contractors request overtime for testing. Overtime for testing services will be paid for by Contractor. Owner (City) will not pay overtime unless requested and is approved in writing by Owner (City).
6. The Contractor will pay for failed tests. Owner will be provided with date, time and number, amount of failed tests.
7. Provide only those services which lie within the technical and professional areas of expertise which the Consultant is adequately staffed and equipped to perform. The Consultant shall be able to demonstrate that he/she is experienced with the following:

1. FOUNDATION:

(a) Shallow foundations (Continuous and spread)
(b) Deep foundations (Driven piles, drilled shafts and auger-cast piles)
(c) Mats and post-tensioned slabs.
(d) Bearing Capacity (Ultimate and Allowable) Analysis.
(e) Settlement Analysis
(f) Load testing of foundations
(g) Construction inspection of all types of foundation.
(h) Failure Analysis and Remediation Design for Distressed Foundation and Retaining Walls.

2. ROADWAY SOIL SURVEYS & PAVEMENT DESIGN:

(a) Streets, Airfields and Parking Lots.
(b) Flexible and Rigid Pavement Designs.
(c) Subgrade, Subbase and Base Course Stabilization Analysis.
(d) Construction Materials Specifications.
(e) Pavement Failure Analysis and Remediation Design.

3. SLOPE STABILITY & EARTHEN RETENTION SYSTEMS:

(a) Earth Pressure Coefficients
(b) Slope Stability Analysis
(c) Shoring & Trench Safety System Designs
(d) Retaining Walls-gravity, sheet pile, bulkhead, cantilever, etc.

4. AWS WELDING

TECHNICAL SERVICE GROUP:

The geotechnical Consultant shall be staffed with a Technical Service Group that consists of certified field and laboratory technicians. All field and laboratory work shall performed by certified technicians with at least five (5) years of materials testing and inspection experience. Members of the Technical Service Group shall maintain the following qualification and certifications:

1. Current National Institute for Certification in Engineering Technologies-Construction Materials Testing, Level I-IV.
2. Current National Institute for Certification in Engineering Technologies-Geotechnical Engineering, Levels I-III.
3. Current American Concrete Institute-Grades I and II Concrete Technician.
4. Current Nuclear Gauge Operator and Safety Training Certification.

The Consultant shall be able to demonstrate that he/she is equipped, certified, and able to perform the following materials tests :

A. S O I L S:

a. Nuclear Density
b. Sand Cone Density
c. Gradation
d. Hydrometer Analysis
e. Atterberg Limits
f. Specific Gravity
g. Soil Stabilization Design
h. Moisture-Density Relation
i. Unconfined Strength
j. Permeability (Falling Head, and Constant Head)

k. California Bearing Ratio (CBR)

B. CONCRETE:

a. Mix Designs
b. Flatness/Levelness
c. Slump & Air Content
d. Unit Weight/Yield
e. Compressive Strength
f. Flexural Strength
g. Coring, and Testing of Cores.

C. MASONRY:

a. Compressive Strength of Masonry Units
b. Compressive Strength of Constructed Prisms
c. Mortar Mix Design
d. Strength of Mortar
e. Absorption
f. Grout Mix Design

D. ASPHALT:

a. Pavement Section Design
b. Bitumen Extraction
c. Stability & Flow
d. Mix Designs
e. Aggregate Gradation
f. Specific Gravity
g. Unit Weight
h. Coring

E. AGGREGATES:

a. Moisture Content
b. Gradation
c. Specific Gravity
d. Soundness
e. Los Angeles Abrasion
f. Absorption
g. Clay Lumps/Friable Particles
h. Flat/Elongated Pieces
i. Fractured Faces.

F. OTHER MATERIALS TESTING AS REQUIRED.

ATTACHMENT "A"
SCOPE OF SERVICES AND PROJECT BUDGET

SERVICES REQUIRED:

[X] Investigation [X] Planning

PRODUCTS REQUIRED:

[X] Reports

GENERAL REQUIREMENTS AND CRITERIA:

1. Design must meet all applicable City Codes and Ordinances.
2. Design must comply with Engineering Department Guidelines.
3. Design must comply with all local, state and federal laws and regulations, including but not limited to the Americans with Disabilities Act.

OTHER CONSIDERATIONS:

1. Work to be coordinated with the Engineering Department.
2. This contract will be for a period of two years and an option to renew for an additional two year term.
3. Coordinate assignments through Consultant Project Managers as applicable.

ATTACHMENT "B"

psi Information To Build On
Engineering • Consulting • Testing

March 27, 2008

Mr. Samuel Rodriguez, P.E.

Please find enclosed the fee scheduled regarding the on – call service contract between the City of El Paso and Professional Service Industries.

Jaime Favela
CS Department Manager

3-28-08

Professional Service Industries, Inc. • 4601 Ripley • El Paso, TX 79922 • Phone 915/584-1317 • Fax 915/584-6037

ATTACHMENT "B"

City of El Paso Proposed Unit Fee Schedule
Services anticipated for this contract
Additional tests or services will be quoted upon request

SOIL	Unit	Cost/Unit
Trip Charge	Each	$32.00
Sampling Standby Time	Hour	$32.00
Field Densities (Nuclear)	Hour	$38.00
Field Densities (Sand Cone)	Hour	$37.00
Sieve Analysis	Each	$83.00
Plasticity Index	Each	$58.00
Moisture/Density Relationship (Proctor)	Each	$168.00
Set of Proctor, Sieve, and PI	Combo	$289.00
D-4718 Correction for Rock (add to proctor)	Each	No Charge
California Bearing Ratio - CBR	Set	$368.00
Hydrometer	Each	$168.00
Specific Gravity	Each	$63.00
Unconfined Compressive Strength	Each	$45.00
Permeability (Falling Head)	Each	$147.00
CONCRETE		
Trip Charge	Each	$32.00
Sampling Standby Time (2 Hour Minimum)	Hour	$32.00
Compressive Strength (Set of 4, 1Slump, 1Air Test)	Combo	$158.00
Flexdual Strength (Per Beam)	Each	$40.00
Floor Flatness	Test	$788.00
Mix Design	Each	$168.00
Slump & Air after 1 set of cylinders	Hour	$50.00
Unit Weight Yeild	Each	$47.00
AGGREGATE		
Trip Charge	Each	$32.00
Sampling Standby Time	Hour	$32.00
Gradation	Each	$58.00
Soundness	Each	$184.00
LA Abrasion	Each	$158.00
Moisture Content	Each	$11.00
Specific Gravity	Each	$44.00
Absorption	Each	$68.00
ASPHALT		
Trip Charge	Each	$32.00
Sampling Standby Time	Hour	$32.00
Extraction/Gradation	Each	$158.00
Marshall Density, Stability & Flow	Each	$131.00
Density of Cores	Each	$32.00
Rice Theoriatical Density	Each	$52.00
Asphalt Mix Design	Each	$131.00
Specific Gravity	Each	$52.00

psi

ATTACHMENT "B"

Masonry		
Trip Charge	Each	$32.00
Sampling Standby Time	Hour	$32.00
Compressive Strength (Set of 4)	Combo	$69.00
Compressive Strength of Masonary Units (Set of 4)	Each	$69.00
Compressive Strength of Constructed Prisms (Set of 4)	Test	$69.00
Mortar/Grout Mix Design	Each	$79.00
Grout Mix Design	Hour	$79.00
Miscellaneous		
Trip Charge	Each	$32.00
Sampling Standby Time	Hour	$32.00
Coring Machine	Day	$52.00
Report Preperations and Review	Report	$18.00
Rented Heavy Equipment	Cost+10%	
[illegible]		

* All overtime hours worked (in excess of 10 hrs per day or on a Saturday or Sunday) are subject to 25% markup of listed hourly rates if work is requested by Client or is reasonably necessary to meet job schedules *All costs not listed are subject to negotiation or standard fee price

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ATTACHMENT "C"
CONSULTANT'S BASIC AND ADDITIONAL SERVICES

For the Project known as "**GEOTECHNICAL AND MATERIAL TESTING,**" 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.

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.

ADDITIONAL SERVICES OF THE CONSULTANT

GENERAL

If authorized in writing by the Owner, through written amendment, the Consultant shall 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.

ATTACHMENT "C"
CONSULTANT'S BASIC AND ADDITIONAL SERVICES

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.

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.

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.

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.

ATTACHMENT "D"
PAYMENT AND DELIVERABLE SCHEDULES

For the Project known as "**GEOTECHNICAL AND MATERIAL TESTING**", hereinafter referred to as the Project, the Owner will compensate the Consultant an amount not to exceed **FOUR HUNDRED THOUSAND AND 00/100 DOLLARS ($400,000.00)** for all Basic Services and reimbursables noted within the Agreement and its attachments.

PAYMENT SCHEDULE

The compensation for each purchase order shall be made in proportion to the services performed for that purchase order.

Payment for each purchase order shall be made as soon as service is completed and accepted by Owner. 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 consultant will be tasked to provide deliverables that are listed or specified in the scope of services for each individual project. The schedule and composition for completion/delivery of such deliverables will be mutually agreed upon and set forth in the scope of services for each individual project.

Summary

Project Name: **Geotechnical Materials and Testing**

District: **City Wide**

Scope of work:
This contract will be used for miscellaneous assignments not covered within the scope of a defined project. The consultant shall perform the following The Consultant shall render the following services in connection with the construction of the projects:

1. Provide professional engineering services in the field of geotechnical and materials testing.
2. Provide Technical and Professional Engineering Consultation for the geotechnical investigations and related laboratory testing services, including labor, equipment and materials for the projects.
3. Provide materials engineering and testing, and construction quality assurance /quality control (QA/QC) services. All field and laboratory procedures shall be performed under the direct supervision of a registered professional engineer in accordance with ASTM E 329 Standards Recommended Practice for Inspection and Testing Agencies for Concrete, Steel, and Bituminous Materials as used in construction.
4. Provide the owner a monthly report of tasks and activities related to this service. Report should include project name, percent of testing completed, amount of invoices paid, total amount of purchase order.
5. Provide notification to owner when contractors request overtime for testing. Overtime for testing services will be paid for Contractor. Owner (City) will not pay overtime unless requested and is approved in writing by Owner (City).
6. The Contractor will pay for failed tests. Owner will be provided with date, time and number, amount of failed tests.

Provide only those services which lie within the technical and professional areas of expertise which the Consultant is adequately staffed and equipped to perform. The Consultant shall be able to demonstrate that he/she is experienced with the following

Department Requesting Service: **Engineering Department**

Procurement Type: Architect/Engineer Selection Process (Qualification based)
Projects less than $1.5 Million in construction budget.

Architect Engineer Selection Committee Members

Alan Shubert, City Engineer
Irene Ramirez, Assistant City Engineer
Javier Reyes, Engineering Division Manager
Sam Rodriguez, Engineering Division Manager
Jose Luis Sierra, International Bridge Program Manager

Pre qualified Geotechnical Engineering firms that were evaluated:

Amec Earth & Environmental , Inc.
Archana, Inc.
CQC Testing & Engineering
Encon International , Inc.
HDR Engineering, Inc.
Licon Engineering, Co.
Ninyo & Moore
Pave Tex Engineering & Testing, Inc.
Professional Service Industries, Inc.
Raba-Kistner Consultants (SW), Inc.
Stearns, Conrad, Schmidt Cons. Eng.
URS Corporation
VIVA Environmental, Inc.

Material used to evaluate firms: A/E Firms' Pre-Qualification List

Date selection was made: January 17, 2008

Geotechnical Material and Testing Firms that was selected:

1) **AMEC Earth & Environmental**
2) **Professional Service Industries, Inc.**
3) **Licon Engineering Company**

		Vendor	Services	Contract Amount (not to exceed)	Committed	Expiration
ON-CALL	2006	ALVIDREZ ARCHITECTURE, INC.	Architectural Consulting Services	$750,000.00	$206,740.00	EXPIRED
ON-CALL	2007	MIJARES-MORA	Architectural Consulting Services - Architectural design services for CIP and Misc. projects	$750,000.00	$342,228.00	09/04/08
ON-CALL	2005	EL PASO REPROGRAPHICS, INC.	Blueprints Duplications Services	$180,000.00	$58,388.95	EXPIRED
ON-CALL	2004	KIMLEY - HORN & ASSOCIATES, INC.	Civil Engineering Services - Misc. and CIP Civil project design.	$1,500,000.00	$265,508.37	EXPIRED
ON-CALL	2007	MORENO CARDENAS, INC.	Civil Engineering Services - Misc. and CIP Civil project design.	$750,000.00	$480,185.98	09/18/08
ON-CALL	2005	PARAGON PROJECT RESOURCES, INC.	Construction Management Services - Construction management services for CIP projects	$1,500,000.00	$826,255.19	EXPIRED
ON-CALL	2008	PARKHILL, SMITH & COOPER, INC.	Construction Management Services - EPIA Capital I mprovement Plan	$750,000.00		01/22/10
ON-CALL	2008	PARAGON PROJECT RESOURCES, INC.	Construction Management Services - EPIA Capital Improvement Plan	$750,000.00	$343,268.43	01/22/10
ON-CALL	2006	ECM INTERNATIONAL, INC.	Construction Management Services - SUN METRO Facilities Assigments	$1,305,676.60	$150,655.40	OPEN
ON-CALL	2006	RABA KISTNER CONSULTANTS, INC.	Drainage Services - Engineering Services for Drainage projects	$375,000.00		05/02/08
ON-CALL	2006	URS CORPORATION	Drainage Services - Engineering Services for Drainage projects	$1,800,000.00	$1,725,000.00	EXPIRED
ON-CALL	2007	PARKHILL, SMITH & COOPER, INC.	Electrical Engineering Services - Electrical Engineering Design for CIP projects and Misc. Projects	$500,000.00		09/18/08
ON-CALL	2005	BATH ENGINEERING CORP.	Engineering Services - Mechanical Engineering Design for CIP projects and Misc. Projects	$500,000.00	$87,000.00	EXPIRED
ON-CALL	2005	MORENO CARDENAS, INC.	Engineering Services - Misc. and CIP Civil Projects	$1,000,000.00		09/29/08
ON-CALL	2005	SUN CITY ANALYTICAL, INC.	Environmental Engineering Services	$300,000.00	$86,014.53	EXPIRED
ON-CALL	2005	AMEC EARTH & ENVIRONMENTAL , INC.	Environmental Engineering Services - Environmental services consultant, ie asbestos and documentation	$500,000.00	$500,000.00	04/26/08
ON-CALL	2006	ARCHANA, INC.	Environmental Engineering Services - Environmental services consultant, ie asbestos and documentation	$1,000,000.00	$527,034.01	12/25/08
ON-CALL	2008	AMEC EARTH & ENVIRONMENTAL , INC.	Environmental Engineering Services 2007 - Environmental services consultant, ie asbestos and documentation	$750,000.00		03/11/10
ON-CALL	2004	PSI - PROFESSIONAL SERVICE INDUSTRIES	Geotechnical & Material TESTING Services - Quality Assurance Testing for CIP Projects	$1,500,000.00		EXPIRED
ON-CALL	2004	RABA KISTNER CONSULTANTS, INC.	Geotechnical & Material TESTING Services - Quality Assurance Testing for CIP Projects	$1,000,000.00		EXPIRED
ON-CALL	2006	RABA KISTNER CONSULTANTS, INC.	Geotechnical & Material TESTING Services - Quality Assurance Testing for CIP Projects	$75,000.00	$21,184.00	EXPIRED
ON-CALL	2006	AMEC EARTH & ENVIRONMENTAL, INC.	Geotechnical & Material TESTING Services -Quality Assurance Testing for CIP Projects	$325,000.00	$183,467.11	EXPIRED
ON-CALL	2006	LICON ENGINEERING CO., INC.	Geotechnical & Material TESTING Services -Quality Assurance Testing for CIP Projects	$650,000.00		EXPIRED
ON-CALL	2008	AMEC EARTH & ENVIRONMENTAL, INC.	Geotechnical & Material TESTING Services -Quality Assurance Testing for CIP Projects	$400,000.00		04/08/10
ON-CALL	2004	URBAN OASIS LANDSCAPE	Landscape Architectural Design Services - Misc. Landscape Projects	$800,000.00	$193,985.94	EXPIRED
ON-CALL	2007	PARKHILL, SMITH & COOPER, INC.	Mechanical Engineering Services - Mechanical Engineering Design for CIP projects and Misc. Projects	$500,000.00	$27,596.00	09/18/08
ON-CALL	2006	PARKHILL, SMITH & COOPER, INC.	Municipal Solid Waste and Household Hazardous Waste Engineering Services	750,000.00		02/12/10
ON-CALL	2006	R.W. BECK, INC.	Municipal Solid Waste and Household Hazardous Waste Engineering Services	750,000.00		02/12/10

		Vendor	Services	Contract Amount (not to exceed)	Committed	Expiration
ON-CALL	2007	DORADO ENGINEERING, INC.	Surveying Consulting Services - Surveying services for CIP and Misc. projects.	$1,000,000.00	$14,399.00	08/28/09
ON-CALL	2007	FRANK X. SPENCER & ASSOC, INC.	Surveying Consulting Services - Surveying services for CIP and Misc. projects.	$1,000,000.00	$44,675.50	08/28/09
ON-CALL	2005	SLI ENGINEERING, INC..	Surveying Services - Surveying services for CIP and Misc. projects.	$1,000,000.00	$413,909.73	EXPIRED
ON-CALL	2006	MARTINEZ ENGINEERING GROUP, INC.	Traffic Engineering Services - Engineering design for misc. and CIP traffic projects	$1,500,000.00	$640,083.00	07/10/08