

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

DEPARTMENT: Engineering

AGENDA DATE: June 22, 2010

CONTACT PERSON NAME AND PHONE NUMBER: R. Alan Shubert, P.E., City Engineer
X4423

DISTRICT(S) AFFECTED: All

SUBJECT:

That the City Manager be authorized to sign the Agreement for Engineering Services by and between the City of El Paso and Parkhill, Smith & Cooper, Inc., a Texas Corporation, for a project known as "Clint Landfill Cells 7-10" for an amount not to exceed four hundred ninety eight thousand twelve and 68/100 Dollars (\$498,012.68) and that the City Engineer be authorized to approve up to \$50,000.00 in additional services for a total contract amount not to exceed five hundred forty eight thousand twelve and 68/100 Dollars (\$548,012.68).

BACKGROUND / DISCUSSION:

The purpose of the project is to design the improvements for the constructions for cells 7-10 for the Clint Landfill. The work includes the design of a Citizen Collection Site to improve the operation of the Clint Landfill. The consultant will be responsible to coordinate all improvements and permit requirements with TCEQ. As part of the scope, inspection services will be provided along with liner testing, which are required by TCEQ.

PRIOR COUNCIL ACTION:

N/A

AMOUNT AND SOURCE OF FUNDING:

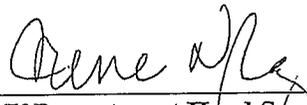
\$498,012.68 - Environmental Service Department Revenue.

BOARD / COMMISSION ACTION:

N/A

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

DEPARTMENT HEAD:



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

Information copy to appropriate Deputy City Manager

CITY CLERK DEPT.
10 JUN 14 PM 3:36

RESOLUTION

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

That the City Manager be authorized to sign the Agreement for Engineering Services by and between the City of El Paso and Parkhill Smith & Cooper, Inc, a Texas Corporation, for a project known as "Clint Landfill Cells 7-10" for an amount not to exceed four hundred ninety eight thousand twelve and 68/100 Dollars (\$498,012.68) and that the City Engineer be authorized to approve up to \$50,000.00 in additional services for a total contract amount not to exceed five hundred forty eight thousand twelve and 68/100 Dollars (\$548,012.68).

ADOPTED THIS _____ DAY OF _____, 2010.

CITY OF EL PASO:

John F. Cook, Mayor

ATTEST:

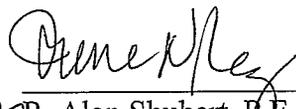
Richarda Duffy Momsen, City Clerk

APPROVED AS TO FORM:

APPROVED AS TO CONTENT



Mark Shoesmith
Assistant City Attorney



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

Summary

Project Name: Clint Landfill MSW-2284 Cell Construction and Site Development

District: All districts

Scope of work:

GENERAL DESCRIPTION:

The consultant shall provide the following engineering and consulting services for the following facility:

Part 1 – Clint Landfill Cells 7, 8, 9 and 10 and Site Development Improvements

- **Phase 1- New Landfill cells 7, 8, 9 & 10;**

Prepare engineering drawings, technical specification, topographic mapping, bidding and construction administration for the completion of landfill cell areas and other site development improvements at the Clint Landfill. This includes but is not limited to excavation requirements, prepared subgrade, alternate liner system components (geosynthetic clay liner and 60 mil HDPE geomembrane liner), leachate collection and drainage system, landfill gas monitoring probes, one (1) groundwater monitoring well, drainage, berms, ramps, and permanent markers.

Provide the required Geomembrane Liner Evaluation Report (GLER) and the Geosynthetic Clay Liner Evaluation Report (GCLER). Size of cell area is estimated to be approximately 40 acres.

- **Phase 2 – Site Development Improvements;**

Prepare plans, specifications, cost estimates and provided construction management for new 1) Citizens' Collection Station; 2) Entrance road and internal all weather access road improvements; 3) new inbound scale with card reader system and RFID tags for all city collection vehicles and commercial vehicles.

- Mapping:

Prepare topographic mapping of the project area at a scale of 1"= 100 and contour intervals at every foot. All documents will include but not limited to: maps, drawings, reports, surveys, studies, etc. shall be placed on CD ROM (minimum of 2 copies). All final grading plans to show grid marker stations numbers and contractor to install physical grid markers.

- Regulatory Approval:

Coordinate with the Texas Commission on Environmental Quality (TCEQ) and obtain approval for constructed liner systems and any required permit modifications to current site development plan and site operating plan. Schedule to be determined in accordance with TCEQ and City requirements.

- Plans, Specifications and Estimates:

Prepare engineering drawings and specifications for the construction of the new landfill cells and site development improvements including but not limited to: cover sheet, general notes and legend, site controls, grading plans, drainage plans, liner placement plan, liner and leachate collection system details, site details, cross sections, building plans and details, and storm water pollution prevention plans. Prepare an opinion of probable construction cost with a detailed breakdown of material quantities, unit cost and totals. Prepare bid package consisting of drawings, technical specifications, general conditions, construction contract, bid form and scope of work.

- Construction Administration:

Provide construction administration services consisting of attendance at a pre-construction conference, weekly site visits to observe construction activities and their conformance to plans and specifications and assist in the resolution of design related construction issues, drawing clarifications and contractor's request for information. Also, review and approve submittals including materials and shop-drawings. Provide engineer of record and quality assurance/quality control personnel and testing necessary for the oversight and reporting of the cell construction and liner installation in accordance with TCEQ requirements.

- GLER, GCLER, SLER:

Compile, review and approve data such as manufacturer's and contractor's submittals, as-built drawings, QA/QC test reports, third party confirmation test reports, surveys, certifications and all other information needed for submittal and approval from TCEQ. Prepare response(s) to TCEQ inquires/comments and obtain final approval for the new cells to receive waste.

Department Requesting Service: Engineering and Environmental

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

Request for Qualification Notification Date: February 19, 2010

Firms that were notified: All pre-qualified Civil Engineering firms

Request for Qualification Due Date: March 5, 2010

Architect/Engineer firms that submitted RFQ packages:

Parkhill Smith & Cooper
SCS
Moreno Cardenas
Huitt-Zollars
CDM
Plaza

Architect Engineer Short List Selection Committee Members:

Javier Reyes, P.E., Engineering Division Manager
Johanes Makahaube, P.E., Engineering Division Manager
Martin Noriega, P.E., Flood Plain Coordinator
Miguel Parra, P.E. Environmental Engineer
Christian Benitez, Engineering Associate

Date Final ranking was submitted: March 17, 2010

Architect Engineer Presentation Selection Committee Members

Alan Shubert, P.E., City Engineer
Ellen Smyth, P.E. Director of Environmental Department
Irene Ramirez, P.E., Assistant City Engineer
Sam Rodriguez, P.E., Engineering Division Manager
John Garza, P.E., Division Manager

Final Ranking of Firms

Firm	Rank	Outcome
Parkhill Smith & Cooper	1	Finalist
SCS	2	Not Selected
Moreno Cardenas	3	Not Selected

Date firms were notified in writing of final selection: April 15, 2010

THE STATE OF TEXAS)
)
COUNTY OF EL PASO)

AN AGREEMENT FOR
PROFESSIONAL SERVICES

This Agreement is made this _____ day of _____, 2010 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 Parkhill, Smith & Cooper, Inc. a Texas Corporation, hereinafter referred to as the "Consultant".

WHEREAS, the Owner intends to engage the Consultant to perform professional services for a project known as "CLINT LANDFILL CELLS 7-10," 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 NINETY EIGHT THOUSAND TWELVE AND 68/100 DOLLARS (\$498,012.68) 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 the City Engineer, prior to the performance of such services, the Consultant may perform such Additional Services as also enumerated within **Attachment "C"** in an amount not to exceed \$50,000.00. Additional Services exceeding \$50,000.00 must have prior approval by City Council through written amendment to this Agreement. 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.

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

3.4 PROJECT CONSTRUCTION BUDGET. The Consultant acknowledges that the construction budget for this Project allocates **SIX MILLION TWO HUNDRED NINETY FIVE THOUSAND FIVE HUNDRED AND 00/100 DOLLARS (\$6,295,500.00)** for the award of a construction contract base bid, which is to include all features essential to the operation of the Project for its intended use as described in the Scope of Services and Project budget in **Attachment "A"**. The Consultant does hereby agree to design the Project such that the Consultant's final agreed cost opinions for the construction of the Project, including all features essential to its intended use, is within the above budgeted amount for the base bid. If the Consultant's cost opinions exceed the Project Budget at any time, the Consultant shall make recommendations to the Owner to adjust the Project's size or quality and the Owner shall cooperate with the Consultant to adjust the scope of the Project. If all responsible bids exceed the City approved Consultant's final cost opinions by more than **ten percent (10%)**, the Consultant agrees, at the direction of the Owner, to redesign the Project without additional charge to the Owner in order to bring the Project within the budgetary limitations.

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

ARTICLE IV. PERIOD OF SERVICE AND TERMINATION

4.1 PERIOD OF SERVICE. The 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

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 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.

ARTICLE VI. FEDERAL PROVISIONS

6.1 COMPLIANCE WITH APPLICABLE LAWS - FEDERAL FUNDING REQUIREMENTS

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

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

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

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

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

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 0% as 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 OPINION OF PROBABLE COST. As a design professional practicing in El Paso the Consultant is expected to be familiar with the cost of construction, labor, and materials in the El Paso area and of bidding and market trends. The cost opinions of construction cost provided by the Consultant, as required herein, are to be made in light of such familiarity and are expected to be within **ten percent (10%)** of the bid for the base bid item expected from the lowest responsible bidder.

The Consultant's final cost opinions for the construction of the Project, shall take into account labor costs which shall be based on the current City of El Paso prevailing wage rates as adopted by the City Council. In the event that the Project is funded with federal funds, the higher of the City of El Paso prevailing wage rates or the Davis-Bacon wage rates shall be utilized by the Consultant in compiling a final cost opinions for the Project.

If the Consultant's most recent cost opinion for any construction contract is in excess of the Project construction budget, the Owner shall give written approval of an increase in the limit, or shall cooperate in revising the Project's scope or quality, or both, to reduce the cost as required. Such revisions shall be made, and Drawings and Specifications modified by the Consultant without further compensation.

As noted herein, if all responsible bids exceed the final cost opinion by more than **ten percent (10%)**, the Consultant agrees, at the direction of the Owner, to redesign the Project without additional charge to the Owner in order to bring the Project within the budgetary limitations.

7.3 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.

7.4 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.

7.5 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.

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:

Parkhill, Smith & Cooper, Inc.

By: Michael Pink
Mike A. Pink, P. E.
Title: Vice President

APPROVED AS TO FORM:

Mark Shoosmith
Mark Shoosmith
Assistant City Attorney

APPROVED AS TO CONTENT:

R. Alan Shubert
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 _____, 2010,
by Joyce A. Wilson, as City Manager of the City of El Paso, Texas.

Notary Public, State of Texas

My commission expires:

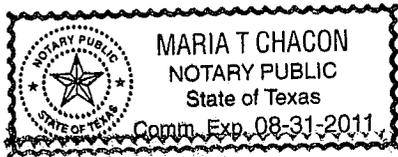
THE STATE OF TEXAS §
§
COUNTY OF EI PASO §

This instrument was acknowledged before me on this 14th day of June, 2010,
by Mike A. Pink, P.E., as Vice President of Parkhill, Smith & Cooper, Inc.

Maria T. Chacon
Notary Public, State of Texas

My commission expires:

~~6-14-10~~ ^{NTC} 8-31-11



PROJECT SCOPE

TITLE: CLINT LANDFILL MSW-2284 CELL CONSTRUCTION
AND SITE DEVELOPMENT IMPROVEMENTS

LOCATION: CLINT LANDFILL
El Paso, Texas

CONSTRUCTION BUDGET: TO BE DETERMINED

GENERAL DESCRIPTION:

The consultant shall provide the following engineering and consulting services for the following facility:

Part 1 – Clint Landfill Cells 7, 8, 9 and 10 and Site Development Improvements

- Phase 1- New Landfill cells 7, 8, 9 & 10;

Prepare engineering drawings, technical specification, topographic mapping, bidding and construction administration for the completion of landfill cell areas and other site development improvements at the Clint Landfill. This includes but is not limited to excavation requirements, prepared subgrade, alternate liner system components (geosynthetic clay liner and 60 mil HDPE geomembrane liner), leachate collection and drainage system, landfill gas monitoring probes, one (1) groundwater monitoring well, drainage, berms, ramps, and permanent markers.

Provide the required Geomembrane Liner Evaluation Report (GLER) and the Geosynthetic Clay Liner Evaluation Report (GCLER). Size of cell area is estimated to be approximately 40 acres.

- Phase 2 – Site Development Improvements;

Prepare plans, specifications, cost estimates and provided construction management for new 1) Citizens' Collection Station; 2) Entrance road and internal all weather access road improvements; 3) new inbound scale with card reader system and RFID tags for all city collection vehicles and commercial vehicles.

- Mapping:

Prepare topographic mapping of the project area at a scale of 1"= 100 and contour intervals at every foot. All documents will include but not limited to: maps, drawings, reports, surveys, studies, etc. shall be placed on CD ROM (minimum of 2 copies). All

final grading plans to show grid marker stations numbers and contractor to install physical grid markers.

- Regulatory Approval:

Coordinate with the Texas Commission on Environmental Quality (TCEQ) and obtain approval for constructed liner systems and any required permit modifications to current site development plan and site operating plan. Schedule to be determined in accordance with TCEQ and City requirements.

- Plans, Specifications and Estimates:

Prepare engineering drawings and specifications for the construction of the new landfill cells and site development improvements including but not limited to: cover sheet, general notes and legend, site controls, grading plans, drainage plans, liner placement plan, liner and leachate collection system details, site details, cross sections, building plans and details, and storm water pollution prevention plans. Prepare an opinion of probable construction cost with a detailed breakdown of material quantities, unit cost and totals. Prepare bid package consisting of drawings, technical specifications, general conditions, construction contract, bid form and scope of work.

- Construction Administration:

Provide construction administration services consisting of attendance at a pre-construction conference, weekly site visits to observe construction activities and their conformance to plans and specifications and assist in the resolution of design related construction issues, drawing clarifications and contractor's request for information. Also, review and approve submittals including materials and shop-drawings. Provide engineer of record and quality assurance/quality control personnel and testing necessary for the oversight and reporting of the cell construction and liner installation in accordance with TCEQ requirements.

- GLER, GCLER, SLER:

Compile, review and approve data such as manufacturer's and contractor's submittals, as-built drawings, QA/QC test reports, third party confirmation test reports, surveys, certifications and all other information needed for submittal and approval from TCEQ. Prepare response(s) to TCEQ inquires/comments and obtain final approval for the new cells to receive waste.

1.0 SERVICES REQUIRED:

1.1 Investigation:

All investigations, include but are not limited to geotechnical, utility coordination, drainage, the need for new utility service lines and utility easements are deemed necessary by the Environmental Services

Department in order to complete the design or the project construction shall be performed by the designer. **The consultant shall be knowledgeable of Texas Commission of Environmental Quality (TCEQ) requirements.** The consultant shall be responsible to coordinate and get approval from TCEQ. The consultant shall provide all documents such as applications, construction drawings, etc. to obtain TCEQ approval.

1.2 Design:

Design shall meet all City's requirements for the project and shall be performed in phases as presented in the section 5.0 Project Schedule below.

1.3 Bidding & Construction:

During the bidding process, the designer shall assist the Owner with but not limited to the following items: determine bid period and date, respond to all questions from perspective bidders, attend a pre-bid conference, prepare addenda, evaluating bids, and provide recommendations concerning the acceptability of subcontractors. The bids shall be advertised as a unit price contract and selection of the bidders shall be a "low bid" selection.

During the construction phase, the designer shall assist the Owner with but not limited to the following items: responding to all questions from the contractor, providing advice and recommendation to the Owner, performing site visits, reviewing contractor submittals, reviewing applications for payment, publish as "punch list", issuing a "Certificate of Substantial Completion", and producing a set of reproducible (24"X36") "as-built" both hard copy and in electronic format.

1.4 Planning:

The designer shall assist the Owner in providing schedule for obtaining approval from TCEQ.

1.5 Soils Investigation:

The designer shall provide a subsurface soil investigation study for each project and should be submitted to the Owner for a review. Log boring information can be shown on construction documents with appropriate notes and disclaimers that will minimize change orders.

1.6 Design Analysis:

The designer shall perform design analysis for each project to ensure public safety. Furthermore, all design analysis must comply with all applicable City, County, State, and Federal laws and regulations.

1.7 ADA Compliance and Requirements

If applicable, the designer shall include the services of an ADA consultant certified to perform plan review and inspections for ADA, T.A.S, and Texas Department of Licensing and Regulation requirements. The consultant shall provide a complete service for items listed on the scope of work.

1.8 Surveys

The designer shall provide all topographic and horizontal surveys for this project.

1.9 Environmental Issues

The consultant shall be responsible to provide all necessary environmental services to complete the project in a successful and satisfactory manner to the City.

1.10 Environmental Services Review

The designer shall be responsible to comply with all local, state, and federal building codes. The designer shall be responsible to submit required sets to City of El Paso Environmental Services Department for review and approval. The designer shall be responsible to obtain approval from Environmental Services Department before the construction documents are submitted for bid advertisement. It shall be the responsibility of the designer to follow up review and approval process with Environmental Services Department. The City of El Paso Engineering Department shall be responsible to review grading and drainage permit requirements.

1.11 Storm Water Pollution Prevention Plan

The designer shall prepare and provide storm water pollution prevention plan. The designer shall be responsible to be knowledgeable on the storm water pollution prevention plan requirements. The storm water pollution prevention plan shall be submitted to the City of El Paso Development Services Department for review and approval.

1.12 Utility Services

If applicable, the consultant shall prepare construction documents for new sanitary sewer services lines for all lots including existing services.

1.13 Utility Coordination

The consultant shall be responsible to coordinate design efforts with all affected utility companies. The purpose is to minimize utility relocation without compromising design standards. The consultant shall be responsible to obtain all available horizontal and vertical information on utility lines, valves, covers, manholes, etc. from the different utility companies during the preliminary design phase. These existing utility structures shall be shown on the preliminary design plan submittal. The consultant shall meet with all affected utility companies to discuss

proposed design. Based on these coordination meetings and correspondence that is sent between both the consultant and utility companies the need and extent of relocation shall be determined. If a dispute arises the consultant shall immediately setup a meeting between the City of El Paso Project Manager and the utility company to resolve the dispute. The consultant in behalf of the City of El Paso shall request from all utility companies that they relocate all lines that conflict with new improvements. However each utility company can request that the City of El Paso include as part of the street and drainage improvement bid package the relocation of their utility lines provided that the utility company sign an agreement with the City and funding is provided. The consultant shall coordinate this effort with the utility companies and advise them of the City of El Paso policy to minimize pavement cuts on new roadways. All correspondence and meeting minutes shall be submitted to the City of El Paso when each phase is due. Construction documents shall clearly show all existing and proposed utility lines and utility company contacts. All documents and coordination efforts by the designer shall be complete by or before the final design phase due date. The consultant shall submit all utility clearance letters from each of utility company by or before the project is advertised for bid.

1.14 Public Involvement

The consultant shall be responsible to provide public involvement meetings as required by the federal, state, and local government agencies.

1.15 Traffic and Pedestrian Control Plan

If required the consultant shall not responsible to prepare traffic and pedestrian control plans.

1.16 Construction Sequencing Plan

The consultant shall be responsible to prepare a construction sequencing plan and submit it at all design phase submittals for review. The City of El Paso shall decide the sequence of which phases will be done first and at the end. The contractor shall not be given this option.

1.17 Construction Schedule

The consultant shall meet with City of El Paso Project Manager and Construction Manager to determine construction schedule for each phase, order of work, and which phases will be done concurrently. The meeting shall be held after pre-final plans are submitted but before Final Design Notice to proceed is issued. The information will allow consultant to prepare a current market cost estimate at the final design phase submittal.

2.0 PRODUCTS REQUIRED:**2.1 Drawings:****A. Preliminary Design:**

Informal review of the documents.

B. Pre-Final Design:

Upon the completion of pre-final design phase, the designer shall submit ten (10) copies of the pre-final design phase documents. The consultant shall submit separate copies to TCEQ for review and approval. The amount and size of copies to TCEQ shall be according to TCEQ requirements. If the Owner does not approve the pre-final design documents, the designer shall submit five (5) copies of the resubmitted pre-final design documents. Additionally, the designer should submit three (3) copies of the Specifications and three (3) copies of the design analysis.

C. Final Design:

Upon the completion of final design phase, the designer shall furnish to the Owner three (3) copies of final design documents and specifications for review. The consultant shall submit separate copies to TCEQ for review and approval. The amount and size of copies to TCEQ shall be according to TCEQ requirements. Upon the approval of the final design documents, the designer should furnish the Owner thirty (30) copies of the final design documents and specifications for bidding.

2.2 Specifications:

All specifications must include type of materials listed in the construction drawings, placement method and quality control and quality assurance testing. The specification shall correlate with unit price format. All specifications must comply with established specification standards and formats.

2.3 Cost Estimates:

The designer shall develop and submit the construction cost estimates. The construction cost estimate is expected to be within ten percent (10%) of the bid for base bid item expected from the lowest responsible bidder. The designer's final estimate shall take into account all labor costs that shall be based on the current City of El Paso prevailing wage rates as adopted by the City Council.

2.4 Design Analysis:

Design analysis shall include all engineering calculations for review by the Owner, governmental authorities who may have jurisdiction over each construction contract, and public utilities.

2.5 Reproduction

The designer shall be responsible to provide all printing for the different phases, for code review requirements, and TCEQ review.

2.6 Bidding

The designer shall be responsible to answer all questions presented by bidders, attend pre-bid conference, participate in low bid process procurement, evaluate bidders, provide bid analysis, provide bid recommendation, and be present during City Council meeting to answer questions about bid recommendation. The designer shall be responsible to prepare bid addendums.

2.7 Construction Observation Services

The following are some of the construction services required by the designer: The designer shall be present to answer questions at the pre-construction meeting. The designer shall be responsible to review, reject and/or approve submittals and shop drawings. The designer shall be responsible to provide written answers to requests for information (RFI's). The designer shall be responsible to review and sign off on change orders. The designer shall perform site visits and provide written observation reports to the Owner. The designer shall participate on the punch list walk thru. The consultant shall assure that ADA consultant perform inspection by or before punchlist walk-thru. The designer shall sign-off on construction closeout documents. The designer will not provide inspection services. The designer shall provide both hard copies and electronic format CDs of the as-built plans, which include specifications and all attachments.

3.0 GENERAL REQUIREMENTS AND CRITERIA:

- 3.1 Design must meet all applicable City Codes and Ordinances.
- 3.2 Design must comply with Engineering Department Guidelines.
- 3.3 Design must comply with all local, state and federal laws and regulations, including but not limited to the Americans with Disabilities Act.
- 3.4 The designer shall be responsible to take meeting minutes during all design phase meetings. The designer shall send all meeting minutes to all attendees for review and confirmation. All attendees shall have five working days to confirm minutes before they become final.

ATTACHMENT A

3.5 The designer shall submit all redlines to the owner when plans are plan submittals are due.

4.0 **OTHER CONSIDERATIONS:**

4.1 Work to be coordinated with the Environmental Services Department

4.2 Design shall follow City of El Paso Information Services and Communication Department requirements for computer and telephone systems, if applicable.

5.0 **PROJECT SCHEDULE:**

Per the contract.



May 28, 2010

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

Re: City of El Paso – Clint Landfill
 MSW Permit No. 2284
 Cells 7, 8, 9 and 10 Construction
 Engineering Scope of Services – REVISION 2

Dear Ms. Ramirez:

As requested in Sam Rodriguez email dated May 25, 2010 we have revised our fee according to his comments. The basic services portion of our fee now totals \$222,072 (\$139,034 + \$83,038) which is only 3.5% of the anticipated construction cost. Projects of this type and scale should be in the range of 5.25% of construction cost minimum. We appreciate the opportunity to work with the City of El Paso on this most important project and feel that our fee revision is more than fair for the scope of services to be performed.

The sub consultant services for materials testing on the Citizen Collection Station has been removed as requested. Therefore the City of El Paso will need to contract directly with PSI for these services on the project.

Our fee breakdown is shown below and the total fee amount is currently at 7.9% of the opinion of probable construction cost, which we believe will be on the order of \$6,295,500.

Basic Services: Lump Sum

Engineering Design\$139,034.00

Hourly Rate (not-to-exceed)

Bidding and Construction Admin.\$ 83,038.00
 Liner Evaluation Reports\$ 45,104.00
 QA/QC RPR services\$111,395.00

Subconsultant Reimbursable Costs

Design Survey⁽¹⁾\$ 7,672.50
 Construction Survey⁽²⁾\$ 11,792.00
 Geotechnical for CCS⁽³⁾\$ 3,300.00
 Liner Testing Services⁽⁴⁾\$ 87,927.18
 Hydro-geologist⁽⁵⁾\$ 8,750.00

TOTAL ALL FEES\$498,012.68

⁽¹⁾ Brock & Bustillos design surveying fee of \$6,975 plus allowable 10% = \$7,672.50

⁽²⁾ Brock & Bustillos construction surveying fee of \$10,720 plus allowable 10% = \$11,792.00

- (3)PSI, Inc. geotechnical at CCS fee of \$3,000.00 plus allowable 10% = \$3,300.00
- (4)PSI, Inc. liner materials testing fee of \$79,933.80 plus allowable 10% = \$87,927.18
- (5)The Carel Corporation fee of \$7,955 plus allowable 10% = \$8,750.00

All work will be performed by Parkhill, Smith & Cooper, Inc., unless indicated by numerical superscript. Enclosed are our revised work spreadsheets and sub-consultant quotations. Thank you for your consideration in PSC for this project and we look forward to working with the Environmental Services Department on another successful project for the City of El Paso. Please do not hesitate to call us if you have any questions.

Sincerely,

PARKHILL, SMITH & COOPER, INC.

By Robert Holly Holder
Robert H. (Holly) Holder, P.E.
Firm Principal / Project Manager

By R. Matt Dyer
R. Matt Dyer, P.E.
Corporate Associate

RHH/RMD
Enclosures

ATTACHMENT B

PARKHILL, SMITH & COOPER, INC.
PROJECT BUDGET SHEET



LOCATION CODE: 01
 PROJECT NAME: Clint Cells 7,8,9,10 Design
 JOB NO.: 01.5130.10
 TASK: DSG
 DATE: 05/28/10

FEE TYPE: Lump Sum
 PREPARED BY: RHH
 PRINCIPAL: RHH
 PROJ. MANAGER: RMD
 OVERHEAD RATE: _____
 PROFIT ON LABOR: _____
 PROFIT ON REIMB: _____
 PROFIT ON DIRECTS: 10.00%

TOTAL FEE:	<u>\$139,034</u>	LABOR:	<u>\$137,273</u>
LABOR:	<u>\$137,273</u>	DIRECTS:	<u>\$1,762</u>
OVERHEAD:	_____	SUBTOTAL:	<u>\$139,034</u>
REIMB. CONSULTANTS:	_____	REIMB. FEE:	_____
REIMB. EXPENSES:	_____	TOTAL FEE:	<u>\$139,034</u>
DIRECT CONSULTANTS:	_____		
DIRECT EXPENSES:	<u>\$1,602</u>		

LABOR BUDGETS:

CODE	DESCRIPTION	HOURS	COSTS
01	Firm Principal	46	\$7,508
03	Engineer	141	\$19,740
03	Engineer		
03	Engineer	277	\$29,916
07	Engineer-in-Training	292	\$26,572
14	CADD Operator	698	\$51,652
18	Clerical	29	\$1,885

ATTACHMENT B

FEE ESTIMATING SHEET		PROJECT:	Clint Cells 7,8,9,10 Design	JOB NO.:	01.5130.10	TASK:	DSG				
SALARY		CATEGORY OF PERSONNEL									
		RATE PER HOUR									
TASK	Trips	Principal	Proj Mgr	Proj CE	CE	EIT	CADD	CLERICAL	TOTAL		
		FP	ENG	ENG	ENG	EIT	CADD OPT	CLERICAL			
		01	03	03	03	07	14	18			
		\$165.00	\$140.00	\$125.00	\$108.00	\$91.00	\$74.00	\$65.00			
Task 1 - Project Initiation Phase											
1.1 Pre Design Meeting	1	4	4		4						
1.2 Complete all Permit Research			2		4						
1.3 Prepare project schedule			4		8						
Task 2 - Predesign Tasks											
2.1 Obtain and coordinate surveyor			4								
2.2 Review surveying information											
2.3 Setup survey info drawings.					4		16				
2.4 Citizen Collection Station Schematic		1	4			12	24				
2.5 City Review	1		2			2					
Task 3 - Pre-final Design											
3.1 Cell 7, 8, 9 and 10											
a. Setup phasing plan		4	4		16		16				
b. Develop horizontal control sheets			3		16		24				
c. Develop erosion control plan		1				16	20				
d. Cell 7 final excavation and grading		0.5	2		8		20				
e. Cell 8 final excavation and grading		0.5	2		8		20				
f. Cell 9 final excavation and grading		0.5	2		8		20				
g. Cell 10 final excavation and grading		0.5	2		8		20				
h. Cell 7 liner & LCS Control Plan		0.5	2		8		20				
i. Cell 8 liner & LCS Control Plan		0.5	2		8		20				
j. Cell 9 liner & LCS Control Plan		0.5	2		8		20				
k. Cell 10 liner & LCS Control Plan		0.5	2		8		20				
l. Liner / LCS details		0.5	2		4		20				
m. sump details		0.5	2		4		8				
n. miscellaneous details		0.5	2		4		8				
3.2 Leachate Force Main and controls											
a. Plan Layout		1	2		4	8	32				
b. Sump piping		1	2		4	8	24				
c. Details		1	2		4	8	8				
3.4 Groundwater Monitoring Well											
a. Engineering and CADD Layout		1	8		4	2	8				
b. Sections and Details		1	4		4	2	8				
3.3 Citizen Collection Station											
a. Layout		1	8		8	16	16				
b. Plan/Elevations (4 sheets)		1	4		8	16	12				
c. Details		1	4		8	16	32				
3.4 Two Gas Probes											
a. Layout control		1	2		4	8	12				
b. Section		1	2		4	8	12				
c. Details		1	2		4	6	8				
3.5 Drainage system design											
a. Plan & profile drawings		1	2		6	12	32				
b. misc details		1	2		4	12	8				
3.6 Develop final top of waste											
a. Layout control		1	4			24	32				
b. sections		1	2			8	32				
c. Develop earthwork model		1	2		8		24				
d. Coordinate with Cells 1 - 6 model.		1	2		8		24				
3.7 Specifications											
a. Front end phasing and site information		2	8		12	12		8			
b. Technical Specifications		2	8		32	32		12			
3.8 Opinion of probable costs											
a. Obtain vendor cost information			2			8					
b. Determine plan quantities.			2			8	16				
c. Develop final EOPC.			2			8					
3.9 Preliminary meeting with Owner											
a. meeting with City Engineering & Solid waste	1	3	3		3						
b. Document meeting comments			2					2			
Task 4 - Final Design											
4.1 Refine preliminary design per comments		1	2		8	12	24				
4.2 Refine Technical Specs			2		8	12	24	4			
4.3 Prepare Final EOPC		1	1			16	12	1			
4.4 Final Design meeting with City	1	4	4		4						
4.5. Issue plans for construction			2				2	2			
BUDGET SUBTOTALS:		HOURS/	Trips -	4	46	141	277	292	698	29	1483
		SALARY			\$7,508	\$19,740	\$29,916	\$26,572	\$51,652	\$1,885	\$137,273

ATTACHMENT B

FEE ESTIMATING SHEET		PROJECT: Clint Cells 7,8,9,10 Design	JOB NO.: 01.5130.10	TASK: DSG
DIRECTS				
DIRECT CONSULTANT COSTS				SUBTOTAL
611				
612	MECH/ELEC CONSULTANTS			
613	ENV & CIVIL CONSULTANTS			
614	LANDSCAPE CONSULTANTS			
615	TESTING CONSULTANTS			
616	SURVEYING CONSULTANTS			
617	INTERIOR DESIGN CONSULTANTS			
618	OTHER CONSULTANTS			
TOTAL DIRECT CONSULTANTS				
DIRECT EXPENSES				
621	TRAVEL/LODGING			
MOTEL	DAYS @	MEN @	/MANDAY	=
AIR TRAVEL	2 AIR FARE @	1 MEN @	\$250.00 /MAN	= \$500.00
PARKING	2 DAYS @	\$11.00 /DAY		= \$22.00
CAR RENTAL	2 DAYS @	\$85.00 /DAY		= \$170.00
MILEAGE	60 MILES @	\$0.550 @	4 TRIPS	= \$132.00
SUBTOTAL				\$824
622	REPRODUCTIONS			
BLUELINE PRINTS	40 SHTS @	\$2.55 @	5 SETS =	\$510.00
SEPIA PRINTS	SHTS @	\$8.51 @	SETS =	
PRINTING:				
ORIGINAL SET-UP COST	250 ORIGINALS @	\$0.15 /ORI.		= \$37.50
COST PER SHEET	5 SETS @	\$0.08 /SHT @	250 SHEETS =	\$100.00
BINDING COST	5 SETS @	\$14.00 /SET		= \$70.00
XEROX	750 SHTS @	\$0.08 /SHT		= \$60.00
SUBTOTAL				\$778
623	MODEL/RENDERINGS/PHOTOS			
		Shots @	\$1.00 /Shot	
624	TELEPHONE			
	Calls @	\$5.00 /Call		
625	MEALS			
	DAYS @	MEN @	/MANDAY	
626	FIELD SUPPLIES			
628	POSTAGE			
	100 Mailings @	\$25.00 /Mailing		
629	PUBLICATIONS & SUBSCRIPTIONS			
630	MISC DIRECT EXP			
631	FAX			
	100 Pages @	\$5.00		
632	TEMPORARY PERSONNEL			
633	DRAFTING SUPPLIES			
634	OFFICE SUPPLIES			
635	CADD			
	698 HOURS @	/HOUR		
636	FIELD EQUIP RENTAL			
646	SOFTWARE			
TOTAL DIRECT EXPENSES				\$1,602

ATTACHMENT B

PARKHILL, SMITH & COOPER, INC.
PROJECT BUDGET SHEET

LOCATION CODE: 01
 PROJECT NAME: Clint Cells 7,8,9,10 Bid & Constr
 JOB NO.: 01.5130.10
 TASK: BC
 DATE: 05/28/10



FEE TYPE: Hourly Rate w/Max
 PREPARED BY: RHH
 PRINCIPAL: RHH
 PROJ. MANAGER: RMD

 OVERHEAD RATE: _____
 PROFIT ON LABOR: _____
 PROFIT ON REIMB: 10.00%
 PROFIT ON DIRECTS: _____

TOTAL FEE:	<u>\$83,038</u>	LABOR:	<u>\$71,592</u>
LABOR:	<u>\$71,592</u>	DIRECTS:	_____
OVERHEAD:	_____	SUBTOTAL:	<u>\$71,592</u>
REIMB. CONSULTANTS:	_____		
REIMB. EXPENSES:	<u>\$10,406</u>	REIMB. FEE:	<u>\$11,446</u>
DIRECT CONSULTANTS:	_____		
DIRECT EXPENSES:	_____	TOTAL FEE:	<u>\$83,038</u>

LABOR BUDGETS:

CODE	DESCRIPTION	HOURS	COSTS
01	Firm Principal	49	\$8,085
03	Engineer	191	\$26,740
03	Engineer		
03	Engineer	150	\$16,200
07	Engineer-in-Training	168	\$15,288
14	CADD Operator	16	\$1,184
18	Clerical	63	\$4,095

ATTACHMENT B

FEE ESTIMATING SHEET		PROJECT:	int Cells 7,8,9,10 Bid & Contr		JOB NO.:	01.5130.10		TASK:	BC		
SALARY		CATEGORY OF PERSONNEL									
		RATE PER HOUR									
TASK	Trips	Principal	Proj Mgr	Proj CE	CE	EIT	CADD	CLERICAL	TOTAL		
		FP 01	ENG 03	ENG 03	ENG 03	EIT 07	CADD OPT 14	CLERICAL 18			
		\$165.00	\$140.00	\$125.00	\$108.00	\$91.00	\$74.00	\$65.00			
Task 5 - Bidding Phase											
5.1 Notify prospective bidders			2		8						
5.2 Schedule and conduct pre-bid conf	1	4	4		6						
5.3 Issue addenda for clarifications			2		8	12	16	4			
5.4 Attend bid opening	1		2								
5.5 Review bids and recommend LRB.		1	4		12			2			
5.6 Meeting with City officials	1	4	4								
Task 6 - Construction Administration											
6.1 Schedule and conduct preconstr conf	1	4	4			4		2			
6.2 Review contractor's schedule			4		8						
6.3 Review contractor's submittals			4		16	32		8			
6.4 Attend construction progress meetings	18	36	72					21			
6.5 Constr Admin site visits	18		72		36	36		8			
6.6 Review / recommend pay requests			9		40	60		10			
6.7 Respond to contractor's RFI's.			8		16	24		8			
BUDGET SUBTOTALS:		HOURS/	Trips -	40	49	191	150	168	16	63	637
		SALARY			\$8,085	\$26,740	\$16,200	\$15,288	\$1,184	\$4,095	\$71,592

ATTACHMENT B

FEE ESTIMATING SHEET		PROJECT: Clint Cells 7,8,9,10 Bid & C.JOB NO.: 01.5130.10	TASK: BC
REIMBURSABLES			
REIMBURSABLE CONSULTANT COSTS			SUBTOTAL
511 STRUCTURAL CONSULTANTS			
512 MECH/ELEC CONSULTANTS			
513 ENV & CIVIL CONSULTANTS			
514 LANDSCAPE CONSULTANTS			
515 TESTING CONSULTANTS			
516 SURVEYING CONSULTANTS			
517 INTERIOR DESIGN CONSULTANTS			
518 OTHER CONSULTANTS			
TOTAL REIMBURSABLE CONSULTANTS			
REIMBURSABLE EXPENSES			
521 TRAVEL/LODGING			
MOTEL	DAYS @	MEN @	/MANDAY =
AIR TRAVEL	12 AIR FARE @	1 MEN @	\$250.00 /MAN = \$3,000.00
PARKING	12 DAYS @	\$11.00 /DAY	= \$132.00
CAR RENTAL	12 DAYS @	\$85.00 /DAY	= \$1,020.00
MILEAGE	60 MILES @	\$0.550 @	40 TRIPS = \$1,320.00
SUBTOTAL			\$5,472
522 REPRODUCTIONS			
BLUELINE PRINTS	40 SHTS @	\$2.55 @	35 SETS = \$3,570.00
SEPIA PRINTS	SHTS @	\$8.51 @	SETS =
PRINTING:			
ORIGINAL SET-UP COST	250 ORIGINALS	@ \$0.15 /ORI.	= \$37.50
COST PER SHEET	35 SETS @	\$0.08 /SHT @	250 SHEETS = \$700.00
BINDING COST	35 SETS @	\$14.00 /SET	= \$490.00
XEROX	500 SHTS @	\$0.08 /SHT	= \$40.00
SUBTOTAL			\$4,838
523 MODEL/RENDERINGS/PHOTOS		Shots @	/Shot
524 TELEPHONE		75 Calls @	/Call
525 MEALS		DAYS @	MEN @ /MANDAY
526 FIELD SUPPLIES			
528 POSTAGE		100 Mailings @	/Mailing
529 PUBLICATIONS & SUBSCRIPTIONS			
530 MISC REIMBURSABLE EXP			
531 FAX		100 Pages @	
532 TEMPORARY PERSONNEL			
533 DRAFTING SUPPLIES			
534 OFFICE SUPPLIES			
535 CADD		16 HOURS @	\$6.00 /HOUR \$96
536 FIELD EQUIP RENTAL			
546 SOFTWARE			
TOTAL REIMBURSABLE EXPENSES			\$10,406

ATTACHMENT B

PARKHILL, SMITH & COOPER, INC.
PROJECT BUDGET SHEET

LOCATION CODE: 01
 PROJECT NAME: TCEQ LINER EVALUATION REPORTS
 JOB NO.: 01.5130.10
 TASK: LER
 DATE: 05/28/10



FEE TYPE: Hourly Rate w/Max
 PREPARED BY: RHH
 PRINCIPAL: RHH
 PROJ. MANAGER: RMD
 OVERHEAD RATE: _____
 PROFIT ON LABOR: _____
 PROFIT ON REIMB: 10.00%
 PROFIT ON DIRECTS: _____

TOTAL FEE:	<u>\$45,104</u>	LABOR:	<u>\$43,962</u>
LABOR:	<u>\$43,962</u>	DIRECTS:	_____
OVERHEAD:	_____	SUBTOTAL:	<u>\$43,962</u>
REIMB. CONSULTANTS:	_____		
REIMB. EXPENSES:	<u>\$1,038</u>	REIMB. FEE:	<u>\$1,142</u>
DIRECT CONSULTANTS:	_____		
DIRECT EXPENSES:	_____	TOTAL FEE:	<u>\$45,104</u>

LABOR BUDGETS:

CODE	DESCRIPTION	HOURS	COSTS
01	Firm Principal	11	\$1,815
03	Engineer	50	\$7,000
03	Engineer		
03	Engineer	112	\$12,096
07	Engineer-in-Training	150	\$13,650
14	CADD Operator	84	\$6,216
18	Clerical	49	\$3,185

ATTACHMENT B

FEE ESTIMATING SHEET		PROJECT: LINER EVALUATION REP		JOB NO.: 01.5130.10		TASK: LER		
SALARY		CATEGORY OF PERSONNEL						
		RATE PER HOUR						
TASK	Trips	FP	PM	PE				TOTAL
		01	ENG 03	ENG 03	ENG 03	EIT 07	CADD OPT 14	
Task 7 - Liner Evaluation Reports								
7.1 GCLER								
a. TCEQ Forms		1	4		8	12		4
b. Ballast determination		1	4		4	8		2
c. Supplemental info writeup		1	4		8			4
d. Project drawings		1	4		4	16	32	
e. GCL bill of lading			2		8			4
f. GCL deployment summary			2		8	16		4
g. GCL conformance testing summary			2		8	12		1
h. permeability protocol			4		4			2
i. Permeability calculations			2		4			
j. Permeability lab record summary			2		8	8		
k. Direct shear test documentation			4		6	6		4
7.2 GMLER								
a. TCEQ Forms		2	4			8		4
b. Ballast determination		1	2			8		2
c. Supplemental info writeup		2	2					4
d. Project drawings			1		6	8	32	
e. FML verification test results summary			1		6	8		2
f. Manufacturer submittal summary			1		6	8		
g. Installer QC documentation			1		6	8		
h. 3rd Party lab results summary			1		6	8		2
i. LCS testing summary			1		6	8		2
7.3 Respond to TCEQ comments		2	2		6	8	20	8
BUDGET SUBTOTALS:		HOURS/	Trips -					
		11	50	112	150	84	49	456
SALARY		\$1,815	\$7,000	\$12,096	\$13,650	\$6,216	\$3,185	\$43,962

ATTACHMENT B

FEE ESTIMATING SHEET		PROJECT: TCEQ LINER EVALUATION JOB NO.: 01.5130.10	TASK: LER
REIMBURSABLES			
REIMBURSABLE CONSULTANT COSTS			SUBTOTAL
511 STRUCTURAL CONSULTANTS			
512 MECH/ELEC CONSULTANTS			
513 ENV & CIVIL CONSULTANTS			
514 LANDSCAPE CONSULTANTS			
515 TESTING CONSULTANTS			
516 SURVEYING CONSULTANTS			
517 INTERIOR DESIGN CONSULTANTS			
518 OTHER CONSULTANTS			
TOTAL REIMBURSABLE CONSULTANTS			
REIMBURSABLE EXPENSES			
521 TRAVEL/LODGING			
MOTEL	DAYS @	MEN @	/MANDAY =
AIR TRAVEL	AIR FARE @	MEN @	/MAN =
PARKING	DAYS @	/DAY	=
CAR RENTAL	DAYS @	/DAY	=
MILEAGE	MILES @	\$0.550 @	TRIPS =
			SUBTOTAL
522 REPRODUCTIONS			
BLUELINE PRINTS	SHTS @	\$2.55 @	8 SETS =
SEPIA PRINTS	SHTS @	\$8.51 @	SETS =
PRINTING:			
ORIGINAL SET-UP COST	200 ORIGINALS @	\$0.15 /ORI.	= \$30.00
COST PER SHEET	6 SETS @	\$0.08 /SHT @	750 SHEETS = \$360.00
BINDING COST	6 SETS @	\$14.00 /SET	= \$84.00
XEROX	750 SHTS @	\$0.08 /SHT	= \$60.00
			SUBTOTAL \$534
523 MODEL/RENDERINGS/PHOTOS			
		Shots @	/Shot
524 TELEPHONE			
	Calls @	/Call	
525 MEALS			
	DAYS @	MEN @	/MANDAY
526 FIELD SUPPLIES			
528 POSTAGE			
	Mailings @	/Mailing	
529 PUBLICATIONS & SUBSCRIPTIONS			
530 MISC REIMBURSABLE EXP			
531 FAX			
	Pages @		
532 TEMPORARY PERSONNEL			
533 DRAFTING SUPPLIES			
534 OFFICE SUPPLIES			
535 CADD	84 HOURS @	\$6.00 /HOUR	\$504
536 FIELD EQUIP RENTAL			
546 SOFTWARE			
TOTAL REIMBURSABLE EXPENSES			\$1,038

PARKHILL, SMITH & COOPER, INC.
PROJECT BUDGET SHEET

LOCATION CODE: 01
 PROJECT NAME: 3rd QA/QC SERVICES
 JOB NO.: 01.5130.10
 TASK: RPR
 DATE: 05/28/10



FEE TYPE: Hourly Rate w/Max
 PREPARED BY: RHH
 PRINCIPAL: RHH
 PROJ. MANAGER: RMD

 OVERHEAD RATE: _____
 PROFIT ON LABOR: _____
 PROFIT ON REIMB: 10.00%
 PROFIT ON DIRECTS: _____

TOTAL FEE:	<u>\$111,395</u>	LABOR:	<u>\$105,180</u>
LABOR:	<u>\$105,180</u>	DIRECTS:	_____
OVERHEAD:	_____	SUBTOTAL:	<u>\$105,180</u>
REIMB. CONSULTANTS:	_____		
REIMB. EXPENSES:	<u>\$5,650</u>	REIMB. FEE:	<u>\$6,215</u>
DIRECT CONSULTANTS:	_____		
DIRECT EXPENSES:	_____	TOTAL FEE:	<u>\$111,395</u>

LABOR BUDGETS:

CODE	DESCRIPTION	HOURS	COSTS
01	Firm Principal		
03	Engineer		
03	Engineer	12	\$1,500
11	Resident Project Representative	1,280	\$103,680
07	Engineer-in-Training		
14	CADD Operator		
18	Clerical		

ATTACHMENT B

FEE ESTIMATING SHEET		PROJECT:	3rd QA/QC SERVICES	JOB NO.:	01.5130.10	TASK:	RPR		
SALARY		CATEGORY OF PERSONNEL							
		RATE PER HOUR							
TASK		FP 01	ENG 03	ENG 03	RPR 11	EIT 07	CADD OPT 14	CLERICAL 18	TOTAL
	Trips	\$165.00	\$140.00	\$125.00	\$81.00	\$91.00	\$74.00	\$65.00	
Daily 3rd Party QA/QC inspection 9mo to SC	150			12	1200				
Parttime RPR (half time) 1mo SC to FC	20				80				
BUDGET SUBTOTALS:		HOURS/	Trips -	170	12	1280			1292
	SALARY				\$1,500	\$103,680			\$105,180

ATTACHMENT B

FEE ESTIMATING SHEET		PROJECT:	3rd QA/QC SERVICES	JOB NO.:	01.5130.10	TASK:	RPR
REIMBURSABLES							
REIMBURSABLE CONSULTANT COSTS							SUBTOTAL
511 STRUCTURAL CONSULTANTS							
512 MECH/ELEC CONSULTANTS							
513 ENV & CIVIL CONSULTANTS							
514 LANDSCAPE CONSULTANTS							
515 TESTING CONSULTANTS							
516 SURVEYING CONSULTANTS							
517 INTERIOR DESIGN CONSULTANTS							
518 OTHER CONSULTANTS							
TOTAL REIMBURSABLE CONSULTANTS							
REIMBURSABLE EXPENSES							
521 TRAVEL/LODGING							
MOTEL	DAYS @		MEN @	/MANDAY	=		
AIR TRAVEL	AIR FARE @		MEN @	/MAN	=		
PARKING	DAYS @		/DAY		=		
CAR RENTAL	DAYS @		/DAY		=		
MILEAGE	60 MILES @	\$0.550	@	170 TRIPS	=	\$5,610.00	
SUBTOTAL							\$5,610
522 REPRODUCTIONS							
BLUELINE PRINTS	SHTS @	\$2.55	@	8 SETS	=		
SEPIA PRINTS	SHTS @	\$8.51	@	SETS	=		
PRINTING:							
ORIGINAL SET-UP COST	ORIGINALS	@	\$0.15 /ORI.		=		
COST PER SHEET	SETS @	\$0.08 /SHT	@	250 SHEETS	=		
BINDING COST	SETS @	\$2.00 /SET			=		
XEROX	500 SHTS @	\$0.08 /SHT			=	\$40.00	
SUBTOTAL							\$40
523 MODEL/RENDERINGS/PHOTOS							
			Shots @	/Shot			
524 TELEPHONE							
	Calls @		/Call				
525 MEALS							
	DAYS @		MEN @	/MANDAY			
526 FIELD SUPPLIES							
528 POSTAGE							
	Mailings @		/Mailing				
529 PUBLICATIONS & SUBSCRIPTIONS							
530 MISC REIMBURSABLE EXP							
531 FAX							
	Pages @						
532 TEMPORARY PERSONNEL							
533 DRAFTING SUPPLIES							
534 OFFICE SUPPLIES							
535 CADD							
	HOURS @		/HOUR				
536 FIELD EQUIP RENTAL							
546 SOFTWARE							
TOTAL REIMBURSABLE EXPENSES							\$5,650



BROCK & BUSTILLOS INC.
CONSULTING CIVIL ENGINEERS LAND SURVEYORS

ROMAN BUSTILLOS, P.E.
President
RANDY P. BROCK, P.E.
Executive Vice President
SERGIO J. ADAME, P.E.
Vice President - Engineering
OSCAR V. PEREZ
Vice President - Operations
ISAAC CAMAGNO, R.P.L.S.
Survey Manager
TBPE Reg No. F-737

May 03, 2010

Parkhill Smith & Cooper, Inc.
810 E. Yandell
El Paso, TX 79902

VIA FAX: (915) 544-2059

Attn: Mr. Matt Dyer, P.E.

Re: Clint Landfill being a portion of Section 16, Block 78, Township 4, Texas and Pacific Railway Company Surveys,
North of the Town of Clint, El Paso County, Texas
Proposal No. 2010-0418REV1

Dear Mr. Dyer, P.E.:

We appreciate the opportunity to present to you our proposal for Professional Surveying Services for the referenced project. The following is our proposed Scope of Work:

SCOPE OF WORK No. 1:

1. Locate two (2) N.G.S. monuments near project area;
2. Set two (2) temporary benchmarks for use during construction;
3. Perform a topographic survey of a 40 acre parcel being Cells 7, 8, 9 and 10 of the Clint Landfill. Elevations will be shot using a 70 feet by 70 feet grid and will extend 100 feet outside the boundary of said cells;
4. Perform a topographic survey of a 4 acre parcel for the Citizens Collection Station;
5. Prepare a topographic map of Cells 7, 8, 9 and 10 and the Citizens Collection Station;
6. The topographic map will be based on the North American Vertical Datum 1988 and have a contour interval of one foot;
7. Deliver three (3) hard copies and one (1) AutoCad 2008 electronic copy of the topographic map to Parkhill Smith & Cooper (PSC).

SCOPE OF WORK No. 2:

1. Stake out the locations of two (2) gas monitor wells;
2. Stake out the locations of one (1) water monitor well;
3. Establish three (3) elevations for the water monitor well as directed by PSC;
4. Provide a two inch brass cap monument for installation as a benchmark at the water monitor well;
5. Establish northing, easting and elevation coordinates for the benchmark installed at the water monitor well;
6. Check the elevations on the top of the liner subgrade prepared by the contractor. Elevations will be checked using a 70 feet grid;
7. Prepare an excel spread sheet containing the elevation data for the check of the liner subgrade;
8. Deliver one (1) hard copy and one (1) electronic copy of the excel spreadsheet for the liner subgrade to PSC;
9. Check the elevations on the top of the protective soil layer prepared by the contractor. Elevations will be checked using a 70 feet grid;
10. Prepare an excel spread sheet containing the elevation data for the check of the protective soil layer;
11. Deliver one (1) hard copy and one (1) electronic copy of the excel spreadsheet for the protective soil layer to PSC.

SCOPE OF WORK No. 3:

1. Provide miscellaneous construction staking services as requested by PSC.

Parkhill Smith & Cooper Inc.
Attn: Mr. Matt Dyer, P.E.
Proposal No. 2010-0418REV1
May 03, 2010
Page 2 of 2

EXEMPTIONS:

The above scope of work excludes the following: boundary survey, improvement survey, ALTA/ACSM Land Title Survey, title commitment, soils investigation, subdivision plat, application fees, as-built survey, preparation of as-built plans, elevation certificate, representation through the Town of Clint, City of El Paso or the County of El Paso and any other item not specifically listed in the above scope of work.

COMPLETION:

Brock & Bustillos Inc. will complete the above Scope of Work No. 1 within fifteen (15) working days of receiving your written notice to proceed. **Brock & Bustillos Inc.** will complete the above Scope of Work No. 2 based on the construction schedule prepared by Parkhill, Smith and Cooper and agreed to by **Brock & Bustillos Inc.** Forty-eight (48) hours notice will be required by **Brock & Bustillos Inc.** for the scheduling of any construction staking services that are not included in the original construction schedule.

BASIS OF COMPENSATION:

We propose that **Brock & Bustillos Inc.** be paid a Lump Sum Amount of **\$6,975.00** for the above Scope of Work No. 1 and **\$5,500.00** for the above Scope of Work No. 2. We propose that **Brock & Bustillos Inc.** be paid on a Reimbursable Not to Exceed Amount of **\$5,220.00** for the above Scope of Work No. 3. Terms of payment and charges for any additional work will be done in accordance with the attached "Other Terms and Conditions." This proposal is valid for 60 days from the date above.

TERMINATION AGREEMENT:

This agreement may be terminated without cause at anytime prior to completion of work by either "**Parkhill Smith & Cooper**" or **Brock & Bustillos Inc.** by seven days written notice to the other. Upon termination, "**Parkhill Smith & Cooper**" will owe **Brock & Bustillos Inc.** for all compensation earned under this Agreement the date of termination.

ACCEPTANCE:

If this proposal meets with your approval, we will consider the receipt of one signed copy of this Proposal as our authorization to proceed. Please call if you have any questions. We look forward to serving you on this project.

Sincerely,

Authorization To Proceed

BROCK & BUSTILLOS INC.


Isaac Camacho, R.P.L.S.
Survey Manager

Name: _____

Title: _____

Signature: _____

Date: _____

IC/m

Attachment: (1) Other Terms & Conditions

P.O./REF. No.: _____



Revised May 27, 2010
May 3, 2010

Mr. Matt Dyer
Parkhill, Smith & Cooper, Inc.
810 East Yandell Drive
El Paso, Texas 79902

Re: Proposal for Geotechnical Investigation and
Subsurface Exploration for
Clint Landfill Citizen Collection Site (CCS)
Clint, Texas
PSI Proposal No: 635-20735 R1

Dear Mr. Dyer:

Pursuant to the request of PSC, following is revised proposal to reflect reduced project fee and associated limited scope of services. As requested, Professional Service Industries, Inc. (PSI) is pleased to submit the following proposal for performance of a subsurface exploration at the site of the referenced project. The subsurface exploration will be conducted to provide information needed in the design of a cost effective foundation and pavement system for the proposed Clint Landfill Citizen Collection Site (CCS). The project would be located within the Clint Landfill in Clint, Texas.

Limited information was available at the time of this proposal preparation. We understand that the project would consist of constructing a paved public access ramp for refuse drop off. We estimate that the access road would be elevated above existing grade utilizing engineered structural fill soil materials. The dump point/ end of access road would be supported via a gravity retaining wall.

Detailed site grading information has not been provided to PSI; however, we have assumed that the retaining wall/ramp will be constructed at or to four feet above existing grades.

The subsurface exploration will include the following services:

- Sampling and testing of the subsurface materials and observations of the groundwater conditions on the site, to the depths of the borings.
- Identification of pertinent physical and engineering characteristics of subsurface materials encountered during the sampling and testing.
- Recommendations of the type or types of foundations and pavement systems which would be suitable for the proposed project and provision of data for use in foundation design and construction.

ATTACHMENT B

Parkhill, Smith & Cooper, Inc.
Page 2 of 8
PSI Proposal No.: 635-20735 R1

To define the Seismic Site Class for this project, and in accordance with your requested level of assessment, we propose to interpret the results of our soil test borings drilled within the project site and estimate appropriate soil properties below the base of the borings to a depth of 100 feet, as permitted by Section 1613.5.5 of the IBC code. The estimated soil properties will be based upon data available in published geologic reports as well as our experience with subsurface conditions in the general site area.

This analysis does not include a local slope stability or global slope stability analysis.

As requested, we will explore the site subsurface conditions with two soil test borings along the proposed retaining wall alignment area and within the pavement/ramp design area (a total of two soil test borings). The borings will be extended to a depth of 15 feet below grade, or to refusal, whichever is shallower.

Soil and/or rock samples will be obtained at the ground surface, strata changes, or at maximum intervals of five feet. All samples will be sealed at the site to prevent loss of moisture and disturbance during shipment to the laboratory.

It is anticipated that laboratory testing of the samples will include Atterberg limits determinations, unit dry weights and moisture content determinations. The results of the field exploration and laboratory testing will be used in the engineering analysis and in the formulation of the recommendations. The results of the subsurface exploration, including the recommendations and the data on which they are based, will be presented in a written report prepared by a team consisting of qualified geotechnical personnel and a registered professional engineer.

It is proposed that the fee for the performance of the above outlined services be determined on a lump sum basis of **\$3,000.00**. It is also proposed that the work be performed pursuant to the PSI General Conditions. This proposal is based on providing three PE sealed and signed copies of each report addressed to the client, by regular mail. If additional copies are required, an additional fee will be charged. If additional work beyond that outlined in this proposal is desired, PSI can provide additional services on a unit price basis in accordance with the unit rates shown on the attached fee schedule. Copies of the PSI Schedule of Services and Fees and General Conditions are enclosed herewith and incorporated into this proposal. The lump sum cost assumes that boring locations are accessible to truck mounted drilling equipment and the client will provide permission to enter and access about the site.

Our estimate covers the work needed to present our findings and recommendations in a report form. Not included are reviews of foundation and pavement drawings, preparation of construction specifications, special conferences and any other work requested after submittal of our report. PSI would, however, be pleased to provide any desired additional services on a unit price basis as previously outlined.

The services proposed herein are conventional in nature and do not include any special services that may lessen the risk of conditions that can contribute to moisture, mold or other microbial contaminate amplification in buildings. You may be aware that mold is abundant throughout nature and is comprised of a wide variety of microscopic fungi. Due to its nature, the potential for mold infestations cannot be completely eliminated. However, PSI offers a wide array of professional Moisture, Waterproofing, Roofing and Indoor Air Quality/Mold Consulting services that can help minimize the likelihood of future



ATTACHMENT B

Parkhill, Smlth & Cooper, Inc.
Page 3 of 8
PSI Proposal No.: 635-20735 R1

occurrences. PSI is interested in discussing these service options with you to suit your specific needs and project objectives. If requested, PSI will submit a proposal for these additional services under a separate cover for your review and authorization.

Assuming that the site is accessible to our drilling rig, drilling can be completed within one week after receipt of authorization to proceed, weather permitting. Laboratory testing can be completed within a week after completion of drilling and the report issued within two (2) to three (3) weeks after drilling.

PSI will contact Texas One Call for public utility clearance prior to the start of drilling activities. It is our experience that this service does not mark the locations of privately owned utilities. Our proposal assumes that private utility lines and other subsurface appurtenances will be located in the field by others prior to our mobilization.

PSI will proceed with the work on the basis of written authorization; please sign and return one (1) copy of this proposal. When returning the proposal, please complete the attached Project Data Sheet so that PSI may best serve your project. Additionally, upon your request, PSI can provide Construction Materials Testing Services for this project in accordance with this proposal.

PSI also provides an array of complementary environmental and industrial hygiene services to assist our Clients in successfully assessing and developing properties such as the one referenced in this proposal. PSI's environmental consultants apply their experience, local geologic knowledge and thorough understanding of ASTM standards, environmental risk, and regulatory knowledge to conduct due diligence assessments of a wide range of property types and proposed developments.

If requested by you, we would be pleased to provide your team with a proposal for this and other services regularly provided by PSI. Our familiarity with the site from the Geotechnical scope of work will enable our environmental professionals to proceed quickly in preparing a cost effective and pragmatic Phase I ESA.

PSI appreciates the opportunity to offer its services to your project and looks forward to working with you during the design phase. If you have questions concerning this proposal and the services PSI can provide your project, please contact our office at (915) 584-1317.

Respectfully submitted,
Professional Service Industries, Inc.



Tahsin Atiyeh
Graduate Engineer
Tahsin.atiyeh@pls.com



Danny R. Anderson, P.E.
Principal Consultant
danny.anderson@psiusa.com



Ryan Schaner, P.E.
Branch Manager
ryan.schaner@psiusa.com





Revised May 11, 2010
May 3, 2010

Mr. Robert H. Holder
Parkhill Smith & Cooper
4222 85th Street
Lubbock, TX 79423

Subject: Proposal for Construction Materials Testing
Clint Landfill
El Paso, Texas
PSI Proposal No. 625-20738, Revision 2

Dear Mr. Holder:

Pursuant to your request, Professional Service Industries, Inc (PSI) is pleased to submit this revised proposal to provide construction materials testing services at the referenced project. This proposal was developed based on an email from Mr. Robert Holder to Mr. Danny Anderson, P.E. on April 27, 2010.

We understand that the project consists of FML Conformance testing, FML Destructive Seem Testing, Leachate Collection System testing, Protective Cover soil testing and GCL Conformance testing.

The following table presents estimated quantities and estimated total unit rates for the requested testing service.

Table 1: Construction Materials Testing Unit Rates

Service	Quantity	Unit Rate	Totals
Engineering Technician (Soil) (Portal to Portal)	180	\$40.00/Hour	\$7,200.00
Engineering Technician (In-Plant Sampling)	45	\$40.00	\$1800.00
Shipping Charges for In-Plant Samples (2 nd Day Air)	1	Lump Sum	\$3,825.00
Laboratory Moisture Density Relationship Modified Proctor (ASTM D 1557)	1	\$180.00/Test	\$180.00
Laboratory Atterberg Limits (ASTM D 4318)	1	\$59.00/Test	\$159.00
Laboratory Particle Size Distribution (ASTM D 6913 & ASTM D 1140)	1	\$118.00/Test	\$118.00
Nuclear Density Gauge	45	\$40.00/Day	\$1,800.00
Vehicle Trip Charge	45	\$40.00/Trip	\$1,800.00
Report Preparation and Review	46	\$19.00/Report	\$874.00
FML Conformance Testing			
Density (ASTM D 1505)	17	\$18.75/Each	\$318.75
Tensile Properties (ASTM D 6693)	17	\$50.00/Each	\$850.00
Carbon Content (ASTM D 1603)	17	\$26.25/Each	\$446.25
Carbon Dispersion (ASTM D 5596)	17	\$28.75/Each	\$488.75
Report Preparation and Review	17	\$19.00/Report	\$323.00
FML Destructive Seem Testing			
Peel & Shear (ASTM D 6392) (Sampling, Test & Report)	1512	\$27.65/Each	\$41,806.80
Leachate Collection System Testing			
CaCo3 (ASTM D 3042)	2	\$281.25/Each	\$562.50
Gravel Gradation/Grain Size (ASTM C 136)	2	\$65.00/Each	\$130.00
Gravel Permeability (ASTM D 2434)	2	\$175.00/Each	\$350.00
GT Weight (ASTM D 5261)	4	\$18.75/Each	\$75.00
GT Grab Tensile (ASTM D 4632)	4	\$52.50/Each	\$210.00
GT Puncture (ASTM D 4833)	4	\$43.75/Each	\$175.00
GT Permittivity (ASTM D 4491)	4	\$75.00/Each	\$300.00
GN Mass/Unit Area (ASTM D 5261)	17	\$18.75/Each	\$318.75
GN Carbon Black (ASTM D 1603)	17	\$26.75/Each	\$454.75
GN Tensile (ASTM D 7179)	17	\$52.50/Each	\$892.50
GN Transmissivity – Index Test Only (ASTM D 4716)	17	\$81.25/Each	\$1,381.25
Density (ASTM D 1505)	8	\$12.50/Each	\$100.00
Report Preparation and Review	31	\$19.00/Report	\$589.00
Protective Cover Soil Testing			
Gradation/Wash #200 (ASTM D 422)	25	\$118.00/Each	\$2,950.00
Report Preparation and Review	25	\$19.00/Report	\$475.00
GCL Conformance Testing			
Permeability (ASTM D 5887)	17	\$206.25/Each	\$3,506.25
BT Swell Index (ASTM D 5890)	17	\$81.25/Each	\$1,381.25
BT Mass/Unit Area (ASTM D 5993)	17	\$25.00/Each	\$425.00
*Interface Friction/Direct Shear (ASTM D 6243)	4	\$750.00/Each	\$3,000.00
**Internal Shear (ASTM D 6243)	1	\$250.00/Each	\$250.00
Report Preparation and Review	22	\$19.00/Report	\$418.00
Estimated Total			\$79,933.80

* & ** Assumed 3 normal loads for interface friction and 1 single load for internal shear at a displacement rate of 0.04 ipm with a 16 hour seat time.

We  provide experienced technical personnel to perform the necessary observation and

testing services. We propose that the work be performed on a unit basis in accordance with rates provided in Table 1 and in accordance with PSI General Conditions. Copies of the PSI General Conditions are attached and are incorporated into this proposal. Additional services that are requested/provided that are absent from Table 1 would be performed for the unit rates in the attached General Schedule of Services and Fees schedule. The quantities for construction materials testing are predicated by the construction schedule. The actual schedule of work on site will dictate frequency and quantity of testing. Project invoices would reflect actual work performed for the unit rates presented in Table 1 and General Schedule of Services and Fees schedule.

PSI performs a complete range of construction materials testing and observations services. In addition to those listed in Table 1 and General Schedule of Services and Fees schedule, we can provide an estimate for other services upon request.

Please sign and return one copy of this proposal intact. PSI can commence with work following receipt of a signed copy of this proposal or until an alternate form of contract is received. If a purchase order or other contract is issued, please reference and attach this proposal. When returning the proposal, please complete the attached Project Data Sheet so that your file can be properly established. We appreciate the opportunity to present this proposal and look forward to working with you. Please call with any questions you may have concerning this proposal and the services that we can provide your project.

Respectfully Submitted,
Professional Service Industries, Inc.


Mike Davis
CS Department Manager

 FOR
Danny R. Anderson, P.E.
Principal Consultant

Attachments: 2010 Standard Schedule of Service and Fees

AGREED TO THIS _____ DAY OF _____ BY: _____ TITLE: _____ FIRM: _____





PROPOSAL

Holly Holder, P.E.
Parkhill Smith and Cooper
4222 85th St., Lubbock, TX 79423

Date: April 16, 2010
Project Number: 10-04-37
Location: Clint Landfill, El Paso, Texas

Description of work: Oversight of the installation of MW-9 at the City of El Paso Clint Landfill. Oversight includes: logging geologic samples of the cuttings during drilling; preparing field logs and daily records of drilling activities and well completion; insuring drilling activities, well completion and well development are in conformance with TCEQ regulations and project plans and specifications; and preparing final logs to be sealed by a Professional Geologist licensed in the State of Texas.

Cost Estimate:

Item	Qty	Unit	Unit Cost	Total
Principal Geologist	10	hours	\$ 145.00	\$ 1,450.00
Field Geologist	55	hours	\$ 70.00	\$ 3,850.00
Remedial Svs./Project Mgr.	8	hours	\$ 95.00	\$ 760.00
Environmental Tech	2	hours	\$ 65.00	\$ 130.00
Taxis	2	each	\$ 55.00	\$ 110.00
Parking	2	days	\$ 15.00	\$ 30.00
Air Fare	2	each	\$ 250.00	\$ 500.00
Rental Car	6	days	\$ 75.00	\$ 450.00
Room and Board	5	days	\$ 135.00	\$ 675.00
Total:				\$7,955.00

Schedule:

It is assumed that the field activities will require five days to complete.

Assumptions

The drilling contractor will be selected and retained by others; no costs are included for any subcontractors.

All drilling, well construction, and well development will be performed by the drilling contractor; no equipment is included for well development.

We appreciate the opportunity to provide you with this service. Please call if you have any questions.

Sincerely,
THE CAREL CORPORATION

Steven J. Wimmer
Remedial and Environmental Services Manager

Kevin T. Carel, P.G.
President

AUTHORIZATION

Proposal Acceptance: _____ Date: _____

ATTACHMENT "C"
CONSULTANT'S BASIC AND ADDITIONAL SERVICES

For the Project known as "Clint Landfill Cells 7-10," 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

ATTACHMENT "C"
CONSULTANT'S BASIC AND ADDITIONAL SERVICES

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.

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.

ATTACHMENT "C"
CONSULTANT'S BASIC AND ADDITIONAL SERVICES

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

ATTACHMENT "C"
CONSULTANT'S BASIC AND ADDITIONAL SERVICES

furnish copies of the resubmitted preliminary design documents at no additional cost to the Owner.

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.

ATTACHMENT "C"
CONSULTANT'S BASIC AND ADDITIONAL SERVICES

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.

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.

BIDDING PHASE

Upon receipt of Owner's written request, the Consultant shall provide any of the following services during the Bidding Phase:

ATTACHMENT "C"
CONSULTANT'S BASIC AND ADDITIONAL SERVICES

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.
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.

CONSTRUCTION PHASE

At Owner's request, the Consultant shall provide any of the following services associated with the Construction Phase:

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 of the Agreement 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. Unless otherwise stipulated in Attachment "A", Scope of Services, the Consultant will stake one set of control stakes for the construction contractor.

ATTACHMENT "C"
CONSULTANT'S BASIC AND ADDITIONAL SERVICES

4. Visit each construction site at least once each week or more frequently, if necessary, to observe the progress and quality of the executed work and to determine if such work meets the essential performance and design features and the technical and functional requirements of the construction contract documents. The Consultant shall provide the Owner with typed or printed field notes for each construction site visit. On the basis of these on-site observations, the Consultant shall endeavor to guard the Owner against apparent defects and deficiencies in the permanent work constructed by the construction contractor. The Consultant shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the work, and shall not be responsible for the construction means, methods, techniques, sequences, or procedures, or the safety precautions incident thereto. The Consultant's efforts shall be directed toward providing assurance for the Owner that each completed construction contract shall conform to the engineering requirements of the construction contract documents. However, the Consultant shall not be responsible for the construction contractor's failure to perform the construction work in accordance with the construction contract documents.

Nothing in this Agreement shall be construed as requiring the Consultant to assume responsibility for or to guarantee the complete adherence of the construction contractor to the Drawings and Specifications and the construction contract documents.

5. Review shop drawings diagrams, illustrations, brochures, catalog data, schedules, and samples, the results of tests and inspections and other data which the construction contractor is required to submit, for conformance with the design concept of each construction contract and compliance with the information given in the construction contract documents. **Such review must be complete within ten City working days following receipt of submittal 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.
6. Issue the Owner's instructions to the construction contractor when required to do so, prepare routine change orders to include independent detailed opinion of probable construction cost for the Owner's approval as required after securing approval of all agencies having approval authority over each construction contract. The Consultant shall require, as the Owner's representative and subject to the written concurrence by the Owner, special inspection or testing of the work, whether or not fabricated, installed, or completed and shall act as interpreter of the terms and conditions of the construction contract documents, subject to the Owner's interpretation of such terms and conditions. If the Owner authorizes such testing, it shall be addressed under the provisions of Additional Services of the Consultant.

ATTACHMENT "C"
CONSULTANT'S BASIC AND ADDITIONAL SERVICES

7. Based on the Consultant's on-site observations as an experienced and qualified design professional and on review of the construction contractor's applications for payment and supporting data, determine the amount owing to the construction contractor and recommend in writing payment to the construction contractor in such amounts; such recommendation of payment to constitute a representation to the Owner, based on such observations and review, that the work has progressed to the point indicated and that, to the best of the Consultant's knowledge, information and belief, the quality of the work is in accordance with the construction contract documents, subject to an evaluation of the work as a functioning project upon substantial completion, to the results of any subsequent tests called for in the construction contract documents and to any qualifications stated in his approval. By recommending an application for payment, the Consultant shall not be deemed to have represented that the Consultant has made any examination to determine how or for what purposes the construction contractor has used the monies paid on account of each construction contract price.
8. Conduct with the Owner and construction contractor no more **than two brief preliminary inspections**, at times requested by the construction contractor to determine if the Project is ready for final inspection.
9. Schedule and conduct with the Owner, including representative of the City Engineer and the user department, the State ADA inspector or State certified ADA consultant, and the construction contractor, a final inspection of the Project and prepare and publish a "punch list" of minor deficiencies to be corrected prior to final payment to the construction contractor. The "**punch list**" shall be furnished to the construction contractor and the Owner within **two City working days** after the final inspection.
10. Issue a "Certificate of Substantial Completion" using EJCDC document 1910-8-D (1983 version) when the final inspection reveals that the Project is substantially complete and fully usable for its intended purpose with only minor deficiencies to be corrected. The certificate shall be issued within **two City working days** after the final inspection.
11. 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.
12. Furnish the Owner one set of reproducible (**D format**) "record" drawings on **Mylar** showing changes made during the construction process, based on the marked-up prints, drawings, and other data furnished by the construction contractor to the Consultant. Also provide project documents in acceptable electronic media format
13. Make written recommendations to the Owner on all claims relating to the execution and progress of the construction work.

ATTACHMENT "C"
CONSULTANT'S BASIC AND ADDITIONAL SERVICES

14. 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.
15. Furnish property surveys and legal descriptions as needed to acquire additional right-of-way or additional property.
16. 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.
17. Prepare documents for alternate bids requested by the Owner for construction work for which bids have not been awarded.
18. If Best Value Evaluation Criteria are required after the Consulting fees have been negotiated and accepted, the Consultant may request Additional Service fees.
19. Prepare detailed renderings, exhibits, or scale models for the Project, except as otherwise required herein.
20. Furnish additional tests and inspections, in excess of those required herein during the Construction Phase.
21. Prepare change orders requiring additional significant design changes not provided for in the Agreement, requested by the Owner.
22. 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.
23. 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.
24. Provide extensive assistance in the initial start-up and test operation of equipment or devices and the preparation of manuals of operation and maintenance.

ATTACHMENT "C"
CONSULTANT'S BASIC AND ADDITIONAL SERVICES

25. 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 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.

1. Furnish core borings, probings, and hydrographic surveys; laboratory testing; inspection of samples or materials; and other special consultations.
2. 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.
3. Furnish additional copies of studies, reports, and additional prints of Drawings and Specifications in excess of those required herein.
4. 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.
5. 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.

ATTACHMENT "C"
CONSULTANT'S BASIC AND ADDITIONAL SERVICES

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 "**(Clint Landfill Cells 7-10)**", hereinafter referred to as the Project, the Owner will compensate the Consultant an amount not to exceed **(four hundred ninety eight thousand twelve) 68/100 DOLLARS (\$498,012.68)** for all Basic Services and reimbursables noted within the Agreement and its attachments.

PAYMENT SCHEDULE

Basic services for design shall include the phases listed below at the fixed fee shown for each phase. The remainder of the fixed contract amount, if any, shall consist of the estimate for the time and materials for the bidding phase and construction phase.

**Fixed fee Payment
to Consultant**

Report Phase	\$N/A
Preliminary Design Phase	\$N/A
Pre-Final Design Phase	\$123,899.50
Final Design Phase	\$15,134.50

Bidding Phase	Time and Materials	Proposal Estimated Amount	\$11,451.00
Construction Phase	Time and Materials	Proposal Estimated Amount	\$347,527.68

Time and materials shall be billed to Owner by Consultant pursuant to the schedule provided in the consultant's proposal found in Attachment B. The time shown in Attachment B is an estimate. Should the services rendered during the bidding and construction phases exceed the estimated amount, written authorization will be required prior to rendering services. Written authorization shall be only by contract amendment in accordance with the contract provisions. For contracts with a total value less than Fifty Thousand and No/100 Dollars (\$50,000), the parties agree that at no time may the amount of the compensation under this contract exceed Fifty Thousand and No/100 Dollars (\$50,000) except by execution of an amendment to this Agreement.

Payment for each Phase 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

REPORT PHASE

The services called for in the Report Phase of this Agreement shall be completed and **five copies** of the Preliminary Study and Report shall be submitted within **N/A consecutive calendar days** following written authorization from the Owner for the Consultant to proceed.

ATTACHMENT "D"
PAYMENT AND DELIVERABLE SCHEDULES

PHASE I—PRELIMINARY DESIGN PHASE

The services called for in **Phase I** of this Agreement shall be completed and **fifteen copies** of any required documents and opinion of probable construction costs shall be submitted within **N/A consecutive calendar days** following written authorization from the Owner for the Consultant to proceed.

PHASE II—PRE-FINAL DESIGN PHASE

The services called for in **Phase II** of this Agreement shall be completed and **ten copies** the required documents and services shall be submitted within **60 consecutive calendar days** following written authorization from the Owner for the Consultant to proceed.

PHASE III—FINAL DESIGN PHASE

The services called for in **Phase III** of this Agreement shall be completed and **three copies** of final design Drawings and Specifications for review and approval prior to the reproduction for bidding purposes shall be submitted within **15 consecutive calendar days** following written authorization from the Owner for the Consultant to proceed. And, **thirty copies** of the Drawings and Specifications in final approved form for bidding purposes for each construction contract shall be submitted within **3 consecutive calendar days** following written authorization from the Owner for the Consultant to proceed.

PHASE IV—BIDDING PHASE

Provide services as authorized by Owner during the bid phase as described in Attachment "C" and submit **three copies** of all addenda to the Owner for appropriate action within **2 consecutive calendar days**.

PHASE V - CONSTRUCTION PHASE

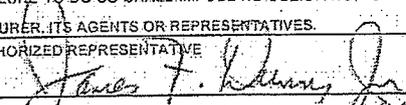
Provide services as authorized by Owner during construction phase as described in Attachment "C" and submit one set of Mylar and one set of electronic media format copies of all record drawings to the Owner within sixty days from the date of substantial completion.

ACORD™ CERTIFICATE OF LIABILITY INSURANCE		DATE (MM/DD/YYYY) 05/04/2010
PRODUCER (806) 747-3404 CECIL-DUNN INSURANCE AGENCY P. O. BOX 3870 4120 AVENUE Q LUBBOCK TX 79452-		THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.
INSURED Parkhill, Smith & Cooper Inc. 4222 85th Street Lubbock TX 79423-		
		INSURERS AFFORDING COVERAGE
		NAIC #
		INSURER A: HARTFORD INSURANCE 541330
		INSURER B: HARTFORD UNDERWRITERS 541330
		INSURER C:
		INSURER D:
		INSURER E:

COVERAGES
 THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR ADD'L LTR INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	GENERAL LIABILITY	46UNNII0383	09/30/2009	09/30/2010	EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY				DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000
	<input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR				MED EXP (Any one person) \$ 10,000
	GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJEKT <input type="checkbox"/> LOC				PERSONAL & ADV INJURY \$ 1,000,000
A	AUTOMOBILE LIABILITY	46UUNII0383	09/30/2009	09/30/2010	GENERAL AGGREGATE \$ 2,000,000
	ANY AUTO				PRODUCTS - COMP/OP AGG \$ 2,000,000
	ALL OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	SCHEDULED AUTOS				BODILY INJURY (Per person) \$
	<input checked="" type="checkbox"/> HIRED AUTOS				BODILY INJURY (Per accident) \$
<input checked="" type="checkbox"/> NON-OWNED AUTOS	PROPERTY DAMAGE (Per accident) \$				
	GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT \$
	ANY AUTO				OTHER THAN EA ACC \$
A	EXCESS/UMBRELLA LIABILITY	46XHUII0159	09/30/2009	09/30/2010	AUTO ONLY - AGG \$
	<input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE				EACH OCCURRENCE \$ 2,000,000
	<input type="checkbox"/> DEDUCTIBLE				AGGREGATE \$ 2,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	46WENK3354	09/30/2009	09/30/2010	<input checked="" type="checkbox"/> MC STATUTORY LIMITS <input type="checkbox"/> OTHER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?				EL EACH ACCIDENT \$ 1,000,000
	If yes, describe under SPECIAL PROVISIONS below				EL DISEASE - EA EMPLOYEE \$ 1,000,000
	OTHER				EL DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS
 Project: Clint Landfill MSW-2284 Cell Construction and Site Development. Certificate holder is shown as Additional Insured on the General Liability and Auto policies. A Waiver of Subrogation applies in favor of the certificate holder for Workers Comp, General Liability, and Auto policies.

CERTIFICATE HOLDER () - () - City of El Paso Attn: Irene D. Ramirez 2 Civic Center Plaza El Paso TX 79901-	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE 
--	---

ATTACHMENT E

POLICY NUMBER: 46 UNN II 0383

COMMERCIAL GENERAL LIABILITY
CG 02:05 12 04

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**TEXAS CHANGES - AMENDMENT OF CANCELLATION
PROVISIONS OR COVERAGE CHANGE**

This endorsement modifies insurance provided under the following:

- COMMERCIAL GENERAL LIABILITY COVERAGE PART
- LIQUOR LIABILITY COVERAGE PART
- OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE PART
- POLLUTION LIABILITY COVERAGE PART
- PRODUCT WITHDRAWAL COVERAGE PART
- PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
- RAILROAD PROTECTIVE LIABILITY COVERAGE PART

In the event of cancellation or material change that reduces or restricts the insurance afforded by this Coverage Part, we agree to mail prior written notice of cancellation or material change to:

SCHEDULE

1. Name: City of El Paso

2. Address: Two Civic Center Plaza
El Paso, TX 79901

3. Number of days advance notice: 30

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

IMPORTANT

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

DISCLAIMER

The Certificate of Insurance on the reverse side of this form does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.