

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

DEPARTMENT: Engineering Department

AGENDA DATE: June 26, 2007

CONTACT PERSON/PHONE: Javier Reves, P.E., Engineering Department, Ext. No. 4630

DISTRICT(S) AFFECTED: Outside City Limits and District 4

SUBJECT:

That the City Manager be authorized to sign a Professional Services Agreement between the **CITY OF EL PASO** and **PARKHILL SMITH AND COOPER, INC.** a Texas Corporation, to perform consulting services for a project known "**CLINT AND MCCOMBS LANDFILLS GROUNDWATER MONITORING SYSTEM**", in an amount not to exceed **Seventy-Six Thousand Nine Hundred Sixty Nine AND 00/100 DOLLARS (\$76,969.00).**

BACKGROUND / DISCUSSION:

The Consultant shall evaluate previous and available data obtained by monitoring groundwater at the Clint and McCombs Landfills. The existing data shall be evaluated to determine if the data is adequate to comply with the Texas Commission of Environmental Quality (TCEQ) requirements. The Consultant shall advise and brief the City on additional monitoring of groundwater required to comply with TCEQ and provide recommendations. If necessary, the Consultant shall prepare a work plan for field or data collection activities required to address additional groundwater monitoring data. The consultant shall meet with TCEQ in conjunction with the City to discuss the proposed work plan activities and technical approach. Subsequently, the work plan should be finalized and submitted to TCEQ for review and approval. If necessary, a report documenting field activities will be prepared and submitted to TCEQ. The report will consist of observing and reporting the means and methods City staff use to collect data. The Consultant shall develop diagrams that illustrate the actual groundwater flow in the landfills. Modeling programs will be prepared to present to TCEQ. The information collected shall be used to complete the technical submittal for a permit modification on alternate well spacing or a groundwater monitoring exemption.

PRIOR COUNCIL ACTION:

City Council has not previously considered this item.

AMOUNT AND SOURCE OF FUNDING:

Funding Source: Disposal Operations fund
Department ID: 34010296
Fund Number: 40403
Account Number: 504401

CITY CLERK DEPT.
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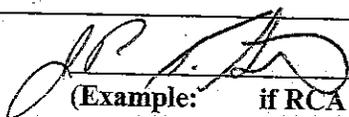
BOARD / COMMISSION ACTION:

N/A

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

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

DEPARTMENT HEAD: _____



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

APPROVED FOR AGENDA:

CITY MANAGER: _____

DATE: _____



RESOLUTION

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

That the City Manager be authorized to sign a Professional Services Agreement between the **CITY OF EL PASO** and **PARKHILL SMITH AND COOPER, INC.** a Texas Corporation, to perform consulting services for a project known "**CLINT AND MCCOMBS LANDFILLS GROUNDWATER MONITORING SYSTEM**", in an amount not to exceed **Seventy-Six Thousand Nine Hundred Sixty Nine AND 00/100 DOLLARS (\$76,969.00).**

ADOPTED this _____ day of _____, 2007.

THE CITY OF EL PASO:

John F. Cook
Mayor

ATTEST:

Richarda Duffy-Momsen
City Clerk

APPROVED AS TO FORM:

Lupe Cuellar
Assistant City Attorney

APPROVED AS TO CONTENT:

R. Alan Shubert, P.E., C.B.O.
City Engineer

THE STATE OF TEXAS)
)
COUNTY OF EL PASO)

AN AGREEMENT FOR
PROFESSIONAL SERVICES

This Agreement is made this _____ day of _____, 2007 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 and 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 AND MCCOMBS LANDFILLS GROUNDWATER MONITORING SYSTEM", 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
Attachment "E"	Insurance Certificates

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 Seventy-Six Thousand Nine Hundred Sixty Nine AND 00/100 DOLLARS (\$76,969.00) for all basic services and reimbursables performed pursuant to this Agreement. The Consultant's fee proposal for the performance of all Basic Services and reimbursables is attached hereto as **Attachment "B"**. Payments to the Consultant shall be made pursuant to the schedule enumerated within **Attachment "D"**.

3.2 **CONSULTANT'S SERVICES.** The Basic Services to be provided by the Consultant for this Agreement are attached hereto as **Attachment "C"**. If authorized by prior written amendment to this Agreement, the Consultant may perform such Additional Services as also enumerated within **Attachment "C"**. Owner shall make payment for such Basic and Additional Services at the rates established by Consultant 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 **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"**. The term of this Agreement shall be for a period not to exceed Two Hundred and Ten (210) consecutive calendar days, except as specifically noted herein.

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

determination will be based upon the individual circumstances of this Project and this Agreement.

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

4.3.1 TERMINATION BY OWNER. It is mutually understood and agreed by the Consultant and Owner that the Owner may terminate this Agreement, in whole or in part for the convenience of the Owner, upon **fourteen (14) consecutive calendar days** written notice. It is also understood and agreed that upon such notice of termination, the Consultant shall cease the performance of services under this Agreement. Upon such termination, the Consultant shall provide one final invoice for all services completed and reimbursable expenses incurred prior to the Owner's notice of termination. Owner shall compensate Consultant in accordance with this Agreement; however, the Owner may withhold any payment to the Consultant that is held to be in dispute for the purpose of setoff until such time as the exact amount due the Owner from the Consultant 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 Owner from the Consultant 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 not commence work under this Agreement until the Consultant has obtained sufficient insurance as required herein, 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 or materially altered, except after **thirty (30) consecutive calendar days** written notice of intent to cancel or materially alter 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.

6.2 **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.

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

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

WITNESS THE FOLLOWING SIGNATURES AND/OR SEALS:

CITY OF EL PASO:

Joyce Wilson, City Manager

CONSULTANT:
Parkhill Smith and Cooper, Inc.

Terry G. Bilderback
By: Terry G. Bilderback, P.E.
Title: Vice President

APPROVED AS TO FORM:

[Signature]
Lupe Cuellar
Assistant City Attorney

APPROVED AS TO CONTENT:

[Signature]
R. Alan Shubert, P.E.
City Engineer

ACKNOWLEDGEMENTS

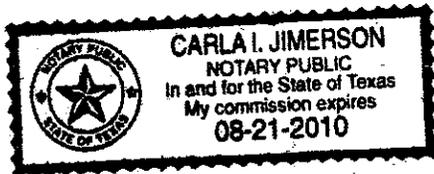
THE STATE OF TEXAS §
 §
COUNTY OF EL PASO §

This instrument was acknowledged before me on this _____ day of _____, 2007, by Joyce A. Wilson, as **City Manager** of the **City of El Paso**, Texas.

[Signature]
Notary Public, State of Texas

THE STATE OF TEXAS §
 §
COUNTY OF EL PASO §

This instrument was acknowledged before me on this 18th day of June, 2007, by Terry G. Bilderback, P.E. as Vice President of Parkhill Smith and Cooper, Inc.



[Signature]
Notary Public, State of Texas

07 JUN 19 PM 12:23

CITY CLERK DEPT.

ATTACHMENT "A"
SCOPE OF SERVICES AND PROJECT BUDGET

For the Project known as CLINT AND MCCOMBS LANDFILLS GROUNDWATER MONITORING SYSTEM, hereinafter referred to as the Project, the Consultant will provide the Scope of Services listed herein in accordance with the stated budget.

The Project will consist of separate Permit Modifications for the Clint Landfill and the McCombs Landfill that will be submitted to the TCEQ for approval.

Scope of Services- Clint and McCombs Landfills Permit Modifications

The subtasks listed below apply separately to each respective landfill. A complete description of each subtask can be seen in **Attachment B**;

- Subtask I- Existing Data Review
- Subtask II- Develop Work Plan
- Subtask III- Additional Data Collection
- Subtask IV- Groundwater Direction Evaluation
- Subtask V- Permit Modification Preparation and Submission

The Consultant shall furnish Four (4) copies of the final permit modifications to the Engineering Department for preliminary review before submittal to the TCEQ. Once the permit modifications are approved by the Owner the Consultant shall furnish to the Engineering Department Two (2) copies of the permit modifications that were submitted to the TCEQ with any revisions that were made.

Additionally, the Consultant shall prepare and distribute meeting minutes for each meeting held regarding the Project. Minutes are to be prepared no later than Five (5) working days after the date of the meeting and will be distributed to all parties in attendance for review. Regardless of attendance, all minutes shall be distributed to the City of El Paso Environmental Services Department, and the City of El Paso Engineering Department within the specified time frame.

At or near the time of the submittal of the Permit Modification to the TCEQ, the Consultant shall provide the Owner with a Fee Proposal and Proposed Scope of Work in order to implement the changes outlined within the Permit Modification.

**Groundwater Monitoring System
Site Specific Technical Demonstration
Scope of Services**

**McCombs Landfill
MSW Permit No. 729A
And
Clint Landfill
MSW Permit No. 2284**

Project Description:

The project will include site-specific technical demonstrations supplemented with a multi-dimensional fate and transport numerical flow model in accordance with 30 TAC §330.403(e) to support an alternate well spacing or groundwater monitoring exemption for the City of El Paso's McCombs Landfill and Clint Landfill. The demonstrations will be submitted to TCEQ for review and approval as permit modification requests to satisfy the new groundwater monitoring system requirements of 30 TAC Subchapter J: Groundwater Monitoring and Corrective Action (Effective March 27, 2006).

Background:

McCombs Landfill – MSW Permit No. 729A

The McCombs Landfill consists of approximately 327 acres of land located northeast of the intersection of McCombs Road and Stan Roberts Sr. Road (FM 2529) in El Paso, Texas. The McCombs Landfill was originally permitted on August 13, 1976 under Permit No. 729 for operation on 25 acres. A permit amendment was issued on May 30, 1984 which increased the total permitted area from 25 acres to 327 acres; however, the permit amendment only detailed the site development for another 70 acres. The remaining permitted area was being used as a sand and gravel quarry. On August 22, 2002, a permit modification was approved to update the permit to comply with 40 CFR Part 258 Subtitle D and to provide additional site development information for the remaining area to be developed. Since this time only one additional cell (Sector A) has been constructed and filled prior to the landfill being placed in inactive status on February 3, 2005. The landfill is expected to remain inactive, while the Clint Landfill is being filled. The filled landfill areas have not yet received final cover and a sand and gravel quarry continues to operate within undeveloped portions of the permitted landfill area.

Several documents developed throughout the history of the permit provide information pertaining to the soil stratigraphy and groundwater at the site. These documents include the 1984 permit amendment application; October 8, 1993, Site Characterization and Monitoring Plan; June 7, 1994, Landfill Location Restrictions; May 12, 1995, Groundwater Sampling and Analysis Plan (GWSAP); and the Alternate Liner Demonstration approved by TNRCC (Texas Natural Resource Conservation Commission, currently Texas Commission on Environmental Quality [TCEQ]) on July 10, 1995. Additional information is contained in a December 18, 2003 Groundwater Monitoring Installation Report documenting the installation of the groundwater monitoring system for the facility, which consists of three groundwater monitoring wells completed to depths of 473 to 495 feet below ground surface. The City anticipates that at least 22 additional

Document #: 31202

Document Name: parkhill smith,cooper/Clint/McCombs Landfill

Document Author: LCUE

groundwater monitoring wells will need to be installed at the landfill to comply with the new regulations, unless a technical demonstration as described herein is approved by TCEQ.

Since the installation of the Groundwater Monitoring System, eight background groundwater monitoring events have been conducted to date at the landfill as indicated in the following table.

McCombs Landfill Background Monitoring Events Performed	
Event	Dates
1 st Event	5/14/04 – 5/17/04
2 nd Event	9/28/04 – 9/29/04
3 rd Event	12/30/04
4 th Event	4/1/05 – 4/5/05
5 th Event	1/10/06
6 th Event	4/8/06
7 th Event	7/25/06
8 th Event	11/5/06

The associated groundwater monitoring reports for the 1st through 7th Events have been approved by TCEQ. The first detection monitoring event is currently scheduled for April/May 2007. The City is currently in the process of preparing a permit modification to update the facility's GWSAP (dated September 4, 2002) in accordance with the new MSW regulations.

Clint Landfill – MSW Permit No. 2284

The Clint Landfill is located on 311 acres in Clint, El Paso County, Texas and was initially permitted as a municipal solid waste landfill (MSWLF) on April 14, 2003. The landfill is divided into two phase (Phase 1 – Cells 1 -10 and Phase 2 – Cells 11 – 20). The first landfill cells, Cells 1 and 2, were constructed in 2004 and the City first received waste at the landfill in October 2004. Cells 3 through 6 were constructed in 2006; however, these cells have not yet received waste.

The existing documents that provide information pertaining to the soil stratigraphy and groundwater at the site include: the facility's Site Development Plan (Technically Complete June 8, 2001), a July 30, 2004 Landfill Groundwater Monitoring System Installation Report for Phase 1, Subsequent response letters to TCEQ comments on the Landfill Groundwater Monitoring System Installation Report dated September 3, 2004 and September 30, 2004, and Background Ground Water Monitoring Reports for groundwater monitoring performed to date. The groundwater monitoring system at the site is also divided into two phases (Phase 1 and 2). Since only Phase 1 cells have been constructed to date groundwater monitoring is only being conducted at the groundwater monitoring system associated with Phase 1. The Phase 1 groundwater monitoring system currently consists of three piezometers (PB-29, PB-32, and PB-36) and five monitoring wells (MW-1, MW-2, MW-3, MW-4, and MW-5A). The Phase 2 groundwater monitoring system consists of three existing piezometers (PB-1, PB-4, and PB-37) and five future groundwater monitoring wells (MW-6, MW-7, MW-8, MW-9, and MW-10). The City anticipates that at least 18 additional groundwater monitoring wells will need to be installed at the landfill to comply with the new regulations, unless a technical demonstration as described herein is approved by TCEQ.

Since the installation of the Groundwater Monitoring System, seven background groundwater monitoring events have been conducted to date at the landfill as indicated in the following table.

Clint Landfill	
Background Monitoring Events Performed	
Event	Dates
1 st Event	12/1/04 – 12/2/04
2 nd Event	3/21/05, 4/15/05, 4/25/05, 6/20/05
3 rd Event	7/29/05 – 7/30/05
4 th Event	12/1/05 – 12/2/05
5 th Event	4/26/06 – 4/27/06
6 th Event	8/22/06 – 8/23/06
7 th Event	12/14/06, 12/15/06

The associated groundwater monitoring reports for the 1st through 5th Events have been approved by TCEQ. The next background monitoring event is currently scheduled for March 2007. The City is currently in the process of preparing a permit modification to update the facility's GWSAP (dated November 2000) in accordance with the new MSW regulations.

Scope of Services:

The City anticipates that the scope of services for this project will consist of the following main tasks for each landfill; however, the consultant may propose an alternative approach, if appropriate. The City understands that additional meetings or coordination with TCEQ may be required, beyond what is described in the following scope of work below.

- Task 1 – Available Data Review
- Task 2 – Work Plan Preparation
- Task 3 - Site Specific Data Collection
- Task 4 - Fate and Transport Modeling
- Task 5 - Permit Modification for Alternate Well Spacing or Groundwater Monitoring Exemption

Task 1 – Available Data Review

The consultant should review site specific data that has already been collected for the facility and that is available from City or TCEQ files and other data sources, if applicable. The consultant shall evaluate whether the data is adequate to comply with the requirements of §330.403(e)(1) and (2) and identify any data gaps. Upon completion of this task, the consultant shall submit a letter report to the City identifying data gaps (if applicable) and recommendations.

Task 2 – Work Plan Preparation

If applicable, the consultant shall prepare a work plan for field or data collection activities required to address data gaps identified under Task 1. A draft copy of the work plan shall be submitted to the City for review. Subsequent to the City's review, the consultant shall meet with TCEQ in conjunction with the City to discuss the proposed work plan activities and the approach for the technical demonstration. Subsequently, the work plan should be finalized and submitted to TCEQ for review and approval.

Task 3 - Site Specific Data Collection

Upon TCEQ approval of the Work Plan under Task 2, the activities described in the work plan shall be implemented. If necessary, a report documenting field activities will be prepared and submitted to TCEQ. If a report is not required by TCEQ, then the consultant will proceed with the use of this data under Task 4 and 5.

Task 4 – Fate and Transport Modeling

A multi-dimensional fate and transport flow model shall be developed to supplement the demonstration for alternate well spacing or groundwater monitoring exemption in accordance with §300.403(e)(2). A report shall be prepared to document any assumptions, computations, and conclusions of the fate and transport modeling, which will be included in the permit modification documentation described in Task 5.

Task 5 - Permit Modification for Alternate Well Spacing or Groundwater Monitoring Exemption

The information collected in Tasks 1 through 4 shall be used to complete the technical demonstration for alternate well spacing or a groundwater monitoring exemption. The technical demonstration shall be submitted to TCEQ in the form of a permit modification as required by Subchapter J. Prior to submittal of the permit modification to TCEQ, a draft copy shall be submitted to the City for review. Upon City review, the permit modification should be finalized and submitted to TCEQ for review and approval. The consultant shall address any notice of deficiencies provided by TCEQ.

Schedule:

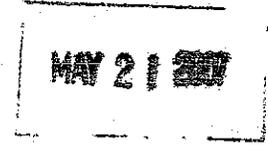
The consultant shall submit a schedule for completion of this project with their proposal to the City for review; however, the City requires that the schedule allow for adequate time for TCEQ review and approval of the technical demonstration and permit modification by March 27, 2008.



ATTACHMENT "B"

May 21, 2007

Mr. Javier Reyes, P.E.
Program Manager
Engineering Department
City of El Paso
2 Civic Center Plaza
El Paso, Texas 79901-1196



Re: Clint and McCombs Landfills Groundwater Monitoring System
Fee Proposal - Revised May 17, 2007

Dear Mr. Reyes:

This letter transmits our revised fee proposal for the Clint and McCombs Landfills Groundwater Monitoring System project. This revision includes comments received via email on April 30, 2007 from Mr. John Garza, P.E. and Ms. Valerie Joosten, P.E. related to our initial proposal dated April 25, 2007, based the scoping meeting held on April 16, 2007, and subsequent discussions to that meeting including a teleconference with Mr. Garza and Ms. Joosten on May 11, 2007 concerning our May 9 submission.

The project is divided into two different tasks with two phases in each task. Task 1 will be the Clint landfill and Task 2 will be McCombs. Both tasks will have a permitting phase and an implementation phase. At this time, we are proposing a scope and fee for Phase I for each task. Our fee proposal is on a time and materials basis with a not to exceed amount as defined within this letter. Phase II will be defined during Phase I and will be implemented following TCEQ approval of the Phase I modifications. Therefore, our scope and fee for Phase II will be negotiated at the conclusion of Phase I. The permit modification process could take up to nine months for final TCEQ approvals.

Subtask 1 - Existing Data Review:

This subtask will begin with a meeting with the City to discuss the project and the planned progression of steps to complete the project. During this subtask, we will begin our services by interviewing key individuals on City staff to obtain as much information as possible. We will visit each site to gain a further understanding of the site conditions and characteristics which will be necessary as we move into other subtasks. At this time, we will also perform an extensive review of all City records and permit documents and data collected from the wells to date to be conducted by the permit team. Specifically we will look for data gaps or inconsistencies in the permit records that could impact the proposed plan. We will look at each site, and associated monitor well installation reports, groundwater monitoring reports and water-level measurement information from each site.

Subtask 2 - Develop Work Plan:

This second task will follow closely and is necessary to confirm that key information has been obtained. We will prepare a brief report of our findings to City staff for review to verify that all information available has been accessed and evaluated. This report will also clarify the steps necessary from this point forward and determine what issues there may be as we move into subsequent subtasks.

Subtask 3 - Additional Data Collection:

In order to fully understand the means and methods of the groundwater data collection at the two sites, we propose to be present and observe the typical collection of groundwater data by City staff. Our team will assist and/or observe City personnel as they go through the normal routine to collect samples required by the permit. This will be conducted during a normal routinely scheduled collection time as appropriate and convenient to both parties. During this time, any other information needed that has not already been collected will be gathered. The end result of this

Parkhill, Smith & Cooper, Inc.

Engineers • Architects • Planners

810 E. Yandall, El Paso, Texas 79902

(915) 533-6811 FAX (915) 544-2059

Lubbock

El Paso

Midland

Amarillo

subtask will be a database of information that includes not only well water depths, but groundwater constituent information, as well. This information will be needed as part of the permit modification documents to be submitted in later tasks.

Subtask 4 - Groundwater Direction Evaluation:

This is the most important task of the project, as the groundwater contour map of each site will be prepared. Existing water-level data previously measured and recently collected will be used to develop rose diagrams for each well and/or monitored piezometer at both landfills. The rose diagram will illustrate the actual resultant flow direction for each well based on historical data. These diagrams will be used to determine and define the landfills' point of compliance.

Subtask 5 - Permit Modification Preparation:

Once all data has been collected and evaluated, the modification request for each site will be prepared in accordance with 30 TAC §305.70 and §330.403 in order to obtain a permit modification based on the alternate proposal. The permit modifications will be prepared to meet the requirements of the March 2006 TCEQ Municipal Solid Waste Regulation changes as applicable to Subchapter J. Each landfill will have a separate modification package and will be submitted individually. Prior to submission to TCEQ, the documents will be submitted to the City for review and comment. Specific information to be included with each modification package is included in the Carel Corporation letter dated May 4, 2007, enclosed with this letter.

Costs and fees for each Task and Subtask are as follows:

<u>Task 1 Clint and Task 2 McCombs</u>	<u>Schedule</u>	<u>Fee</u>
Subtask 1, Existing Data Review	10 days	\$ 8,849
Subtask 2, Develop Work Plan	15 days	\$ 6,092
Subtask 3, Additional Data Collection	35 days	\$11,604
Subtask 4, Groundwater Direction Evaluation	70 days	\$11,258
<u>Subtask 5, Permit Modification Preparation</u>	<u>80 days</u>	<u>\$39,166</u>
Total for Project	210 days	\$76,969

The total time allocated for Tasks 1 and 2, Phase I, is 210 calendar days from issuance of notice-to-proceed. All meetings conducted with the City shall be documented for distribution to all by Parkhill, Smith & Cooper, Inc.

At or near the conclusion of Phase I, we will be able to move on to the implementation phase of the project. Upon approval and acceptance of Phase I by the City of El Paso, the Phase II fee and schedule will be negotiated and a contract amendment will be prepared for acceptance by the City. The Phase II fee proposal summary and scope of services for Tasks 1 and 2 will be submitted at the conclusion of Phase I.

Backup information for our fee proposal is attached to this letter. In addition, should you decide an Austin trip to meet with TCEQ is necessary; this will be done on a maximum cost per one day trip of \$5,125. This cost includes two persons in attendance from the PSC/Carel team. This cost includes time for meeting preparation prior to the Austin trip.

We have included the following items as backup to our proposal letter:

1. Backup for our fee proposal entitled Parkhill, Smith & Cooper, Inc. Project Budget Sheet.
2. Hydrogeological Evaluation Fee Proposal - Carel Corporation letter dated May 14, 2007.

Documentation of hourly rates and insurance certificates and revised scoping meeting minutes were previously submitted with the April 25 and May 9 proposal letters.

Please call should you have any questions or require any further information.

Sincerely,

PARKHILL, SMITH & COOPER, INC.

By: *Terry G. Bilderback*
Terry G. Bilderback, P.E.
Vice President

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

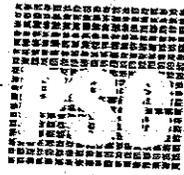
TGB/RHH/tb

Enclosures

cc. Ellen A. Smyth, P.E.
Said Larbi-Cherif, P.E.
John Garza, P.E.
Joe Vela
James Wolff

PARKHILL, SMITH & COOPER, INC.
PROJECT BUDGET SHEET

LOCATION CODE: 01
 PROJECT NAME: EP Groundwater Phase I - Subtask I
 JOB NO.: _____
 TASK: _____
 DATE: 05.17.07



FEE TYPE: Lump Sum
 PREPARED BY: RHH
 PRINCIPAL: RHH
 PROJ. MANAGER: RHH

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

TOTAL FEE:	<u>\$8,849</u>	LABOR:	<u>\$2,786</u>
LABOR:	<u>\$2,786</u>	DIRECTS:	<u>\$6,063</u>
OVERHEAD:	_____	SUBTOTAL:	<u>\$8,849</u>
REIMB. CONSULTANTS:	_____	REIMB. FEE:	_____
REIMB. EXPENSES:	_____		
DIRECT CONSULTANTS:	<u>\$4,950</u>	TOTAL FEE:	<u>\$8,849</u>
DIRECT EXPENSES:	<u>\$562</u>		

LABOR BUDGETS:

CODE	DESCRIPTION	HOURS	COSTS
01	Firm Principal	2	\$306
03	Engineer	12	\$1,560
03	Engineer	8	\$920
03	Engineer		
07	Engineer-in-Training		
14	CADD Operator		
18	Clerical		

FEE ESTIMATING SHEET

PROJECT: Groundwater Phase I - Sublt JOB NO.:

TASK:

TASK	CATEGORY OF PERSONNEL							TOTAL
	FP 01	ENG 03	ENG 03	ENG 03	EIT 07	CADD OPT 14	CLERICAL 18	
	Trips: \$153.00	\$130.00	\$115.00	\$99.00	\$84.00	\$66.00	\$60.00	
TASK 1 CLINT & TASK 2 MC COMBS								
Pre Design Meeting & Documentation	1	2	10					12
Review city records and obtain copies				8				8
Evaluate information from city								
Write summary report letter								
Coordination with sub-consultants								
Redefine point of compliance at sites			2					2
Modify gw spacing and well placement								
Permit mod for replacement of PB-29								
Update parameter list								
revise number of backgrnd events								
Update gwsap for low flow purging								
Update PQL								
Review GWSAP as needed.								
Prepare Statistical Plan								
TCEQ meeting in Austin								
Review meetings with El Paso staff								
Responding to TCEQ comments								
Issuing final documentation								
BUDGET SUBTOTALS:	HOURS/	Trips -						
SALARY								
	1	2	12	8				22
	\$306	\$1,560	\$920					\$2,786

FEE ESTIMATING SHEET		PROJECT:	EP Groundwater Phase I	JOB NO.:	TASK:
REIMBURSABLES					
REIMBURSABLE CONSULTANT COSTS					
511	STRUCTURAL CONSULTANTS				SUBTOTAL
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 @	\$0.445 @	1 TRIPS	=	
SUBTOTAL					
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	SHTS @	\$0.08 /SHT		=	
SUBTOTAL					
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					

FEE ESTIMATING SHEET		PROJECT: EP Groundwater Phase I - JOB NO.	TASK:
DIRECTS			
DIRECT CONSULTANT COSTS			
611 STRUCTURAL CONSULTANTS			SUBTOTAL
612 MECH/ELEC CONSULTANTS			
613 ENV & CIVIL CONSULTANTS			
614 LANDSCAPE CONSULTANTS			
615 TESTING CONSULTANTS			
616 SURVEYING CONSULTANTS			
617 INTERIOR DESIGN CONSULTANTS			
618 OTHER CONSULTANTS			
			\$4,950
TOTAL DIRECT CONSULTANTS			\$4,950
DIRECT EXPENSES			
621 TRAVEL/LODGING			
MOTEL	DAYS @	MEN @	/MANDAY =
AIR TRAVEL	1 AIR FARE @	1 MEN @	\$285.00 /MAN =
PARKING	1 DAYS @	\$10.00 /DAY	=
CAR RENTAL	1 DAYS @	\$75.00 /DAY	=
MILEAGE	35 MILES @	\$0.425 @	1 TRIPS =
			\$16.98
			SUBTOTAL
			\$387
622 REPRODUCTIONS			
BLUELINE PRINTS	SHTS @	\$2.55 @	SETS =
SEPIA PRINTS	SHTS @	\$8.51 @	SETS =
PRINTING:			
ORIGINAL SET-UP COST	ORIGINALS @	\$0.15 /ORL	=
COST PER SHEET	SETS @	\$0.08 /SHT @	SHEETS =
BINDING COST	SETS @	\$2.00 /SET	=
XEROX	SHTS @	\$0.08 /SHT	=
			SUBTOTAL
			\$50
623 MODEL/RENDERINGS/PHOTOS			
624 TELEPHONE	Calls @	/Call	
625 MEALS	DAYS @	MEN @	/MANDAY
			\$25
626 FIELD SUPPLIES			
628 POSTAGE			
629 PUBLICATIONS & SUBSCRIPTIONS			
630 MISC DIRECT EXP			
631 FAX	Pages @		\$50
632 TEMPORARY PERSONNEL			
633 DRAFTING SUPPLIES			
634 OFFICE SUPPLIES			
635 CADD			
636 FIELD EQUIP RENTAL	HOURS @	\$6.00 /HOUR	
646 SOFTWARE			
TOTAL DIRECT EXPENSES			\$582

PARKHILL, SMITH & COOPER, INC.
PROJECT BUDGET SHEET

LOCATION CODE: 01
 PROJECT NAME: EP Groundwater Phase I - Subtask 2
 JOB NO.: _____
 TASK: _____
 DATE: 05:17 07

FEE TYPE: Lump Sum
 PREPARED BY: RHH
 PRINCIPAL: RHH
 PROJ. MANAGER: RHH

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



TOTAL FEE:	<u>\$6,092</u>	LABOR:	<u>\$3,380</u>
LABOR:	<u>\$3,380</u>	DIRECTS:	<u>\$2,712</u>
OVERHEAD:	_____	SUBTOTAL:	<u>\$6,092</u>
REIMB. CONSULTANTS:	_____	REIMB. FEE:	_____
REIMB. EXPENSES:	_____		
DIRECT CONSULTANTS:	<u>\$2,290</u>	TOTAL FEE:	<u>\$6,092</u>
DIRECT EXPENSES:	<u>\$175</u>		

LABOR BUDGETS:

CODE	DESCRIPTION	HOURS	COSTS
01	Firm Principal		
03	Engineer	20	\$2,600
03	Engineer		
03	Engineer		
07	Engineer-in-Training		
14	CADD Operator	10	\$660
18	Clerical	2	\$120

SALARY CATEGORY OF PERSONNEL RATE PER HOUR

TASK	Trips	FP	ENG	ENG	ENG	EIT	CADD-OPT	CLERICAL	TOTAL
		01	03	03	03	07	14	18	
TASK 1 CLINT & TASK 2 MC COMBS		\$153.00	\$130.00	\$115.00	\$99.00	\$84.00	\$66.00	\$60.00	
Pre Design Meeting & Documentation									
Review city records and obtain copies									
Evaluate information from city.									
Write summary report letter				8					8
Coordination with sub-consultants				10			10	2	22
Redefine point of compliance at sites				2					2
Modify gw spacing and well placement									
Permit mod for replacement of PB-29									
Update parameter list									
revise number of backgrnd events									
Update gwsap for low flow purging									
Update PQL									
Review GWSAP as needed.									
Prepare Statistical Plan									
TCEQ meeting in Austin									
Review meetings with El Paso staff									
Responding to TCEQ comments									
Issuing final documentation									

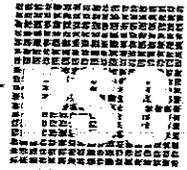
BUDGET SUBTOTALS:	HOURS/	Trips -						
	SALARY		20		10	2	32	
			\$2,600		\$660	\$120	\$3,380	

FEE ESTIMATING SHEET		PROJECT: EP Groundwater Phase I - JOB NO.:		TASK:	
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 CONSULTANT COSTS					
REIMBURSABLE EXPENSES					
521 TRAVEL/EXPENSES					
MOTEL	DAYS @	MEN @	/MANDAY	=	
AIR TRAVEL	AIR FARE @	MEN @	/MAN	=	
PARKING	DAYS @	/DAY		=	
CAR RENTAL	DAYS @	/DAY		=	
MILEAGE	MILES @	\$0.445 @	TRIPS	=	
					SUBTOTAL
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	SHTS @	\$0.08 /SHT	=		
					SUBTOTAL
523 MODEL/RENDERINGS/PHOTOS					
524 TELEPHONE	Calls @	Shots @	/Shot		
525 MEALS	DAYS @	/Call			
526 FIELD SUPPLIES		MEN @	/MANDAY		
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	10 HOURS @	/HOUR			
536 FIELD EQUIP RENTAL					
546 SOFTWARE					
					TOTAL REIMBURSABLE EXPENSES

FEE ESTIMATING SHEET		PROJECT	EP Groundwater Phase I - JOB NO.		TASK
DIRECTS					
DIRECT CONSULTANT COSTS					
611	STRUCTURAL CONSULTANTS				SUBTOTAL
612	MECH/ELEC CONSULTANTS				
613	ENV & CIVIL CONSULTANTS				
614	LANDSCAPE CONSULTANTS				
615	TESTING CONSULTANTS				
616	SURVEYING CONSULTANTS				
617	INTERIOR DESIGN CONSULTANTS				
618	OTHER CONSULTANTS				
					\$2,290
TOTAL DIRECT CONSULTANTS					\$2,290
DIRECT EXPENSES					
621 TRAVEL/LODGING					
MOTEL	DAYS @		MEN @	/MANDAY	=
AIR TRAVEL	AIR FARE @		MEN @	\$285.00 /MAN	=
PARKING	DAYS @	\$10.00	/DAY		=
CAR RENTAL	DAYS @	\$75.00	/DAY		=
MILEAGE	35 MILES @	\$0.465	@	TRIPS	=
					SUBTOTAL
622 REPRODUCTIONS					
BLUELINE PRINTS	SHTS @	\$2.55	@	SETS =	
SEPIA PRINTS	SHTS @	\$8.51	@	SETS =	
PRINTING:					
ORIGINAL SET-UP COST	ORIGINALS @	\$0.15	/ORI.	=	
COST PER SHEET	SETS @	\$0.08	/SHT @	SHEETS =	
BINDING COST	SETS @	\$2.00	/SET	=	
XEROX	SHTS @	\$0.08	/SHT	=	
					SUBTOTAL
623	MODEL/RENDERINGS/PHOTOS		Shots @	/Shot	\$50
624	TELEPHONE		Calls @	/Call	
625	MEALS		DAYS @	MEN @	/MANDAY
626	FIELD SUPPLIES				\$25
628	POSTAGE		Mailings @	/Mailing	
629 PUBLICATIONS & SUBSCRIPTIONS					
630 MISC DIRECT EXP					
631	FAX		Pages @		\$50
632 TEMPORARY PERSONNEL					
633 DRAFTING SUPPLIES					
634 OFFICE SUPPLIES					
635 CADD					
636	FIELD EQUIP RENTAL		HOURS @	\$5.00 /HOUR	
646 SOFTWARE					
TOTAL DIRECT EXPENSES					\$175

PARKHILL, SMITH & COOPER, INC.
PROJECT BUDGET SHEET

LOCATION CODE: 01
 PROJECT NAME: EP Groundwater Phase I - Subtask 3
 JOB NO.: _____
 TASK: _____
 DATE: 05/17/07



FEE TYPE: Lump Sum
 PREPARED BY: RHH
 PRINCIPAL: RHH
 PROJ. MANAGER: RHH

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

TOTAL FEE: <u>\$11,604</u>	LABOR: <u>\$2,340</u>
LABOR: <u>\$2,340</u>	DIRECTS: <u>\$9,264</u>
OVERHEAD: _____	SUBTOTAL: <u>\$11,604</u>
REIMB. CONSULTANTS: _____	REIMB. FEE: _____
REIMB. EXPENSES: _____	
DIRECT CONSULTANTS: <u>\$7,710</u>	
DIRECT EXPENSES: <u>\$712</u>	TOTAL FEE: <u>\$11,604</u>

LABOR BUDGETS:

CODE	DESCRIPTION	HOURS	COSTS
01	Firm Principal		
03	Engineer	18	\$2,340
03	Engineer		
03	Engineer		
07	Engineer-in-Training		
14	CADD Operator		
18	Clerical		

FEE ESTIMATING SHEET

PROJECT: Groundwater Phase I - Subt JOB NO.:

TASK:

SALARY

CATEGORY OF PERSONNEL
RATE PER HOUR

TASK	Trips	FP	ENG	ENG	ENG	EIT	CADD OPT	CLERICAL	TOTAL
		01	03	03	03	07	14	18	
TASK 1 CLINT & TASK 2 MC COMBS		\$153.00	\$130.00	\$115.00	\$99.00	\$64.00	\$66.00	\$60.00	
Pre Design Meeting & Documentation									
Review city records and obtain copies									
Evaluate information from city.									
Write summary report letter									
Coordination with sub-consultants									
Additional Data Collection and review	1		2						2
Modify gw spacing and well placement			16						16
Permit mod for replacement of PB-29									
Update parameter list									
revise number of backgrnd events									
Update gwsap for low flow purging									
Update PQL									
Review GWSAP as needed.									
Prepare Statistical Plan									
TCEQ meeting in Austin									
Review meetings with El Paso staff									
Responding to TCEQ comments									
Issuing final documentation									

BUDGET SUBTOTALS:	HOURS/ Trips -	18	18
SALARY		\$2,340	\$2,340

FEE ESTIMATING SHEET		PROJECT	EP Groundwater Phase I -	JOB NO.:	TASK
REIMBURSABLES					
REIMBURSABLE CONSULTANT COSTS					
511	STRUCTURAL CONSULTANTS				SUBTOTAL
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 @	\$0.445	@	1 TRIPS	=
					SUBTOTAL
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	SHTS @	\$0.08 /SHT			=
					SUBTOTAL
523	MODEL/RENDERINGS/PHOTOS		Shots @	/Shot	
524	TELEPHONE		Calls @	/Call	
525	MEALS		DAYS @		
526	FIELD SUPPLIES		MEN @	/MANDAY	
528	POSTAGE		Mailings @	/Mailing	
528 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

FEE ESTIMATING SHEET		PROJECT	EP Groundwater Phase I	JOB NO.	TASK
DIRECTS					
DIRECT CONSULTANT COSTS					SUBTOTAL
611 STRUCTURAL CONSULTANTS					
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					\$7,710
DIRECT EXPENSES					
621 TRAVEL/LODGING					
MOTEL	1 DAYS @	1 MEN @	\$150.00 /MANDAY	=	\$150.00
AIR TRAVEL	1 AIR FARE @	1 MEN @	\$285.00 /MAN	=	\$285.00
PARKING	1 DAYS @	\$10.00 /DAY		=	\$10.00
CAR RENTAL	1 DAYS @	\$75.00 /DAY		=	\$75.00
MILEAGE	35 MILES @	\$0.485 @	1 TRIPS	=	\$16.98
SUBTOTAL					\$537
622 REPRODUCTIONS					
BLUELINE PRINTS	SHTS @	\$2.55 @		SETS =	
SEPIA PRINTS	SHTS @	\$8.51 @		SETS =	
PRINTING:					
ORIGINAL SET-UP COST	ORIGINALS @	\$0.15 /ORI		=	
COST PER SHEET	SETS @	\$0.08 /SHT @		SHEETS =	
BINDING COST	SETS @	\$2.00 /SET		=	
XEROX	SHTS @	\$0.08 /SHT		=	
SUBTOTAL					\$50
623 MODEL/RENDERINGS/PHOTOS					
		Shots @		/Shot	
624 TELEPHONE					
	Calls @			/Call	\$25
625 MEALS					
	DAYS @			/MANDAY	
626 FIELD SUPPLIES					
628 POSTAGE					
	Mailings @			/Mailing	
629 PUBLICATIONS & SUBSCRIPTIONS					
630 MISC DIRECT EXP					
631 FAX					
	Pages @				\$50
632 TEMPORARY PERSONNEL					
633 DRAFTING SUPPLIES					
634 OFFICE SUPPLIES					
635 CADD					
	HOURS @	\$6.00 /HOUR			
636 FIELD EQUIP RENTAL					
646 SOFTWARE					
TOTAL DIRECT EXPENSES					\$712

PARKHILL, SMITH & COOPER, INC.
PROJECT BUDGET SHEET

LOCATION CODE: 01
 PROJECT NAME: EP Groundwater Phase I - Subtask 4
 JOB NO.: _____
 TASK: _____
 DATE: 05.17.07



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

TOTAL FEE: <u>\$11,258</u> LABOR: <u>\$780</u> OVERHEAD: _____ REIMB. CONSULTANTS: _____ REIMB. EXPENSES: _____ DIRECT CONSULTANTS: <u>\$9,350</u> DIRECT EXPENSES: <u>\$175</u>	LABOR: <u>\$780</u> DIRECTS: <u>\$10,478</u> SUBTOTAL: <u>\$11,258</u> REIMB. FEE: _____ TOTAL FEE: <u>\$11,258</u>
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LABOR BUDGETS:

CODE	DESCRIPTION	HOURS	COSTS
01	Firm Principal		
03	Engineer	6	\$780
03	Engineer		
03	Engineer		
07	Engineer-in-Training		
14	CADD Operator		
18	Clerical		

FEE ESTIMATING SHEET		PROJECT: Groundwater Phase I - Subit					JOB NO.:		TASK:	
SALARY		CATEGORY OF PERSONNEL							RATE PER HOUR	
TASK		FP 01	ENG 03	ENG 03	ENG 03	EIT 07	CADD OPT 14	CLERICAL 18		
	Trips	\$153.00	\$130.00	\$115.00	\$99.00	\$84.00	\$66.00	\$60.00		TOTAL
TASK 1 CLINT & TASK 2 MC COMBS										
Pre Design Meeting & Documentation										
Review city records and obtain copies										
Evaluate information from city.										
Write summary report letter										
Coordination with sub-consultants			2							2
Redefine point of compliance at sites			2							2
Modify gw spacing and well placement			2							2
Permit mod for replacement of PB-29										
Update parameter list										
revise number of backgrnd events										
Update gwsap for low flow purging										
Update PQL										
Review GWSAP as needed.										
Prepare Statistical Plan										
TCEQ meeting in Austin										
Review meetings with El Paso staff										
Responding to TCEQ comments										
Issuing final documentation										
BUDGET SUBTOTALS: HOURS/ Trips				6						6
SALARY				\$780						\$780

FEE ESTIMATING SHEET		PROJECT: EP Groundwater Phase I - JOB NO.:		TASK:	
REIMBURSABLES					
REIMBURSABLE CONSULTANT COSTS					
511	STRUCTURAL CONSULTANTS				
512	MECH/ELEC CONSULTANTS				SUBTOTAL
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 @	\$0.445	@	TRIPS	=
SUBTOTAL					
522 REPRODUCTIONS					
BLUELINE PRINTS	SHTS @	\$2.55	@	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	SHTS @	\$0.08 /SHT			=
SUBTOTAL					
523 MODEL/RENDERINGS/PHOTOS					
524 TELEPHONE	Calls @		Shots @	/Shot	
525 MEALS	DAYS @		/Call		
526 FIELD SUPPLIES			MEN @	/MANDAY	
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					
536 FIELD EQUIP RENTAL	HOURS @		/HOUR		
546 SOFTWARE					
TOTAL REIMBURSABLE EXPENSES					

FEE ESTIMATING SHEET		PROJECT: EP Groundwater Phase I	JOB NO.	TASK
DIRECTS				
DIRECT CONSULTANT COSTS				SUBTOTAL
611 STRUCTURAL CONSULTANTS				
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				\$9,350
DIRECT EXPENSES				\$9,350
621 TRAVEL/LODGING				
MOTEL	DAYS @	MEN @	/MANDAY	=
AIR TRAVEL	AIR FARE @	1 MEN @	\$285.00 /MAN	=
PARKING	DAYS @	\$40.00	/DAY	=
CAR RENTAL	DAYS @	\$75.00	/DAY	=
MILEAGE	35 MILES @	\$0.485	@	TRIPS =
				SUBTOTAL
622 REPRODUCTIONS				
BLUELINE PRINTS	SHTS @	\$2.55	@	SETS =
SEPIA PRINTS	SHTS @	\$8.51	@	SETS =
PRINTING:				
ORIGINAL SET-UP COST	ORIGINALS	@	\$0.15 /ORI	=
COST PER SHEET	SETS @	\$0.08	/SHT @	SHEETS =
BINDING COST	SETS @	\$2.00	/SET	=
XEROX	SHTS @	\$0.08	/SHT	=
				SUBTOTAL
				\$50
623 MODEL/RENDERINGS/PHOTOS				
		Shots @	/Shot	
624 TELEPHONE				
	Calls @	/Call		\$25
625 MEALS				
	DAYS @	MEN @	/MANDAY	
626 FIELD SUPPLIES				
628 POSTAGE				
	Mailings @	/Mailing		
629 PUBLICATIONS & SUBSCRIPTIONS				
630 MISC DIRECT EXP				
				\$50
631 FAX				
	Pages @			\$50
632 TEMPORARY PERSONNEL				
633 DRAFTING SUPPLIES				
634 OFFICE SUPPLIES				
635 CADD				
	HOURS @	\$6.00	/HOUR	
636 FIELD EQUIP RENTAL				
646 SOFTWARE				
TOTAL DIRECT EXPENSES				\$175

PARKHILL, SMITH & COOPER, INC.
PROJECT BUDGET SHEET

LOCATION CODE: 01
 PROJECT NAME: EP Groundwater Phase I- Subtask 5
 JOB NO.: _____
 TASK: _____
 DATE: 05:17:07

FEE TYPE: Lump Sum
 PREPARED BY: RHH
 PRINCIPAL: RHH
 PROJ. MANAGER: RHH

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



TOTAL FEE: <u>\$39,166</u>	LABOR: <u>\$10,452</u>
LABOR: <u>\$10,452</u>	DIRECTS: <u>\$28,714</u>
OVERHEAD: _____	SUBTOTAL: <u>\$39,166</u>
REIMB. CONSULTANTS: _____	REIMB. FEE: _____
REIMB. EXPENSES: _____	
DIRECT CONSULTANTS: <u>\$24,380</u>	
DIRECT EXPENSES: <u>\$1,724</u>	TOTAL FEE: <u>\$39,166</u>

LABOR BUDGETS:

CODE	DESCRIPTION	HOURS	COSTS
01	Firm Principal	6	\$918
03	Engineer	41	\$5,330
03	Engineer	4	\$460
03	Engineer		
07	Engineer-in-Training	34	\$2,856
14	CADD Operator	8	\$528
18	Clerical	6	\$360

TASK	CATEGORY OF PERSONNEL							TOTAL
	FP 01	ENG 03	ENG 03	ENG 03	EIT 07	CADD OPT 14	CLERICAL 18	
Trips	\$153.00	\$130.00	\$115.00	\$99.00	\$84.00	\$66.00	\$60.00	
TASK 1 CLINT & TASK 2 MC COMBS								
Pre Design Meeting & Documentation								
Review city records and obtain copies								
Evaluate information from city.								
Write summary report letter								
Coordination with sub-consultants		2						2
Redefine point of compliance at sites								
Modify gw spacing and well placement								
Permit mod for replacement of PB-29								
Update parameter list		8						
revise number of backgrnd events		1			16	8	2	34
Update gwsap for low flow purging		1						1
Update PQL		1						1
Review GWSAP as needed.		1						1
Prepare Statistical Plan		2						2
TCEQ meeting in Austin		1						1
Review meetings with El Paso staff	2							
Responding to TCEQ comments	4	8	4					16
Issuing final documentation	2	8			8		2	18
		8			10		2	22

BUDGET SUBTOTALS:	HOURS/ Trips -	2	6	41	4	34	8	6	99
SALARY			\$918	\$5,330	\$460	\$2,856	\$528	\$360	\$10,452

FEE ESTIMATING SHEET		PROJECT: EP Groundwater Phase I - JOB NO.:		TASK:	
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 @	\$0.445 @	2 TRIPS	=	
SUBTOTAL					
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 @	260 SHEETS	=	
BINDING COST	SETS @	\$2.00 /SET		=	
XEROX	SHTS @	\$0.08 /SHT		=	
SUBTOTAL					
523 MODEL/RENDERINGS/PHOTOS					
524 TELEPHONE	Calls @	Shots @	/Shot		
525 MEALS	DAYS @	/Call			
526 FIELD SUPPLIES		MEN @	/MANDAY		
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					

FEE ESTIMATING SHEET		PROJECT: EP Groundwater Phase I - JOB NO.:		TASK:	
DIRECTS					
DIRECT CONSULTANT COSTS					SUBTOTAL
611 STRUCTURAL CONSULTANTS					
612 MECH/ELEC CONSULTANTS					
613 ENV & CIVIL CONSULTANTS					
614 LANDSCAPE CONSULTANTS					
615 TESTING CONSULTANTS					
616 SURVEYING CONSULTANTS					
617 INTERIOR DESIGN CONSULTANTS					
618 OTHER CONSULTANTS					\$24,380
TOTAL DIRECT CONSULTANTS					\$24,380
DIRECT EXPENSES					
621 TRAVEL/LODGING					
MOTEL	DAYS @	MEN @	/MANDAY	=	
AIR TRAVEL	2 AIR FARE @	1 MEN @	\$265.00 /MAN	=	\$570.00
PARKING	2 DAYS @	\$10.00 /DAY		=	\$20.00
CAR RENTAL	2 DAYS @	\$75.00 /DAY		=	\$150.00
MILEAGE	35 MILES @	\$0.485 @	2 TRIPS	=	\$33.95
SUBTOTAL					\$774
622 REPRODUCTIONS					
BLUELINE PRINTS	SHTS @	\$2.55 @	SETS =	=	
SEPIA PRINTS	SHTS @	\$8.51 @	SETS =	=	
PRINTING:					
ORIGINAL SET-UP COST	ORIGINALS @	\$0.15 /ORI	=	=	
COST PER SHEET	SETS @	\$0.08 /SHT @	SHEETS =	=	
BINDING COST	SETS @	\$2.00 /SET	=	=	
XEROX	SHTS @	\$0.05 /SHT	=	=	
SUBTOTAL					\$300
623 MODEL/RENDERINGS/PHOTOS					
		Shots @	/Shot		
624 TELEPHONE					
	Calls @	/Call			\$50
625 MEALS					
	DAYS @	MEN @	/MANDAY		
626 FIELD SUPPLIES					
628 POSTAGE					
	Mailings @	/Mailing			
629 PUBLICATIONS & SUBSCRIPTIONS					
630 MISC DIRECT EXP					\$300
631 FAX					\$300
632 TEMPORARY PERSONNEL					
633 DRAFTING SUPPLIES					
634 OFFICE SUPPLIES					
635 CADD					
	HOURS @	\$6.00 /HOUR			
636 FIELD EQUIP RENTAL					
646 SOFTWARE					
TOTAL DIRECT EXPENSES					\$1,724

PARKHILL, SMITH & COOPER, INC.
PROJECT BUDGET SHEET

LOCATION CODE: 01
 PROJECT NAME: EP Groundwater Phase I - TCEQ Mtg
 JOB NO.: _____
 TASK: _____
 DATE: 05/17/07



FEE TYPE: Lump Sum
 PREPARED BY: RHH
 PRINCIPAL: RHH
 PROJ. MANAGER: RHH

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

TOTAL FEE: <u>\$5,125</u>	LABOR: <u>\$1,300</u>
LABOR: <u>\$1,300</u>	DIRECTS: <u>\$3,825</u>
OVERHEAD: _____	SUBTOTAL: <u>\$5,125</u>
REIMB. CONSULTANTS: _____	REIMB. FEE: _____
REIMB. EXPENSES: _____	
DIRECT CONSULTANTS: <u>\$3,090</u>	TOTAL FEE: <u>\$5,125</u>
DIRECT EXPENSES: <u>\$387</u>	

LABOR BUDGETS:

CODE	DESCRIPTION	HOURS	COSTS
01	Firm Principal		
03	Engineer	10	\$1,300
03	Engineer		
03	Engineer		
07	Engineer-in-Training		
14	CADD Operator		
18	Clerical		

FEE ESTIMATING SHEET	PROJECT: Groundwater Phase I - TCEC JOB NO.:	TASK:
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SALARY	CATEGORY OF PERSONNEL RATE PER HOUR
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TASK	FP	ENG	ENG	ENG	EIT	CADD OPT	CLERICAL	TOTAL
	01	03	03	03	07	14	18	

	Trips	\$153.00	\$130.00	\$115.00	\$99.00	\$84.00	\$66.00	\$60.00	
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<p>TASK 1 CLINT & TASK 2 MC COMBS Pre Design Meeting & Documentation Review city records and obtain copies Evaluate information from city. Write summary report letter Coordination with sub-consultants Redefine point of compliance at sites Modify gw spacing and well placement Permit mod for replacement of PB-29 Update parameter list revise number of backgmd events Update gwsap for low flow purging Update PQL Review GWSAP as needed. Prepare Statistical Plan TCEQ meeting in Austin Review meetings with El Paso staff Responding to TCEQ comments Issuing final documentation</p>	1		10					10
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BUDGET SUBTOTALS:	HOURS/ Trips -	10							
	SALARY		\$1,300						\$1,300

FEE ESTIMATING SHEET		PROJECT:	EP Groundwater Phase I -	JOB NO.:	TASK:
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 @	\$0.445	@	1 TRIPS	=
SUBTOTAL					
522 REPRODUCTIONS					
BLUELINE PRINTS	SHTS @	\$2.55	@	8 SETS	=
SEPIA PRINTS	SHTS @	\$8.61	@	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	SHTS @	\$0.08 /SHT			=
SUBTOTAL					
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					

FEE ESTIMATING SHEET		PROJECT: EP Groundwater Phase I		JOB NO.:		TASK:	
DIRECTS							
DIRECT CONSULTANT COSTS							
611	STRUCTURAL CONSULTANTS						
612	MECH/ELEC CONSULTANTS						
613	ENV & CIVIL CONSULTANTS						
614	LANDSCAPE CONSULTANTS						
615	TESTING CONSULTANTS						
616	SURVEYING CONSULTANTS						
617	INTERIOR DESIGN CONSULTANTS						
618	OTHER CONSULTANTS						
							\$3,090
TOTAL DIRECT CONSULTANTS							\$3,090
DIRECT EXPENSES							
621	TRAVEL/LODGING						
	MOTEL	DAYS @		MEN @	/MANDAY	=	
	AIR TRAVEL	1 AIR FARE @	1	MEN @	\$285.00 /MAN	=	\$285.00
	PARKING	1 DAYS @				=	\$10.00
	CAR RENTAL	1 DAYS @	\$10.00	/DAY		=	\$10.00
	MILEAGE	35 MILES @	\$75.00	/DAY		=	\$75.00
			\$0.485	@	1 TRIPS	=	\$16.98
							\$367
622	REPRODUCTIONS						
	BLUELINE PRINTS	SHTS @	\$2.55	@	SETS =		
	SEPIA PRINTS	SHTS @	\$8.51	@	SETS =		
	PRINTING:						
	ORIGINAL SET-UP COST	ORIGINALS	@	\$0.15 /ORI	=		
	COST PER SHEET	SETS @	\$0.08	/SHT @	SHEETS =		
	BINDING COST	SETS @	\$2.00	/SET	=		
	XEROX	SHTS @	\$0.08	/SHT	=		
623	MODEL/RENDERINGS/PHOTOS						
624	TELEPHONE	Calls @		Shots @	/Shot		
625	MEALS	DAYS @		/Call			
626	FIELD SUPPLIES			MEN @	/MANDAY		
628	POSTAGE	Mailings @		/Mailing			
629	PUBLICATIONS & SUBSCRIPTIONS						
630	MISC DIRECT EXP						
631	FAX	Pages @					
632	TEMPORARY PERSONNEL						
633	DRAFTING SUPPLIES						
634	OFFICE SUPPLIES						
635	CADD	HOURS @	\$6.00	/HOUR			
636	FIELD EQUIP RENTAL						
646	SOFTWARE						
TOTAL DIRECT EXPENSES							\$367



May 14, 2007

Holly Holder
Parkhill, Smith and Cooper
4222 85th Street
Lubbock, TX 79423

Re: Proposal to Perform Data Review; Develop a Work Plan; Collect Additional Data; Determine Groundwater Flow Directions; and Prepare Permit Modifications, for the Clint and McCombs Landfills.

Dear Mr. Holder:

This letter provides a revised proposal to perform a data review, prepare a work plan; collect additional data; determine groundwater flow directions and prepare permit modifications to comply with new TCEQ monitor well spacing requirements for two municipal solid waste landfills (Clint and McCombs Landfills) owned and operated by the City of El Paso (City). This revised proposal incorporates comments received on May 11, 2007. The permit modifications will be performed as a joint technical effort between Parkhill, Smith and Cooper and The Carel Corporation. Parkhill, Smith and Cooper (PSC) will be responsible for coordination with the City of El Paso, compilation of existing information, submittal of the permit modifications to the TCEQ, permit modification fees, and the public notice requirements associated with the permit modifications. The Carel Corporation will be responsible for the technical aspects of the permit modification as discussed in the Scope of Work. This proposal also includes costs for preparation of TCEQ notice of deficiency (NOD) responses, attending City and TCEQ meetings, observing groundwater monitoring activities at each landfill, and creating water quality databases for each landfill.

Scope of Work

The Scope of Work involves the following five tasks: data review, work plan development; additional data collection; determine groundwater flow directions and preparation of permit mod requests. A meeting with the TCEQ is also proposed as an optional task. Details of each task are provided below.

Task 1 – Data Review

Existing data will be reviewed in order that it is utilized to the extent possible and to identify any data gaps. The data to be reviewed will include but not be limited to information from the permit applications for each site, monitor well installation reports, groundwater monitoring reports, and water-level measurement information for both landfills. Proposed fees for this task are provided below:

<u>Item</u>	<u>Quantity</u>	<u>Unit</u>	<u>Unit Cost</u>	<u>Total</u>
Project Geologist	20	hours	\$60.00	\$1,200.00
Principal Geologist	30	hours	\$125.00	\$3,750.00
			Total:	\$4,950.00

Task 2 – Work Plan

A work plan will be developed that provides information regarding the existing data, as well as the tasks required for completion of the permit modification requests. Proposed fees for this task are provided below:

<u>Item</u>	<u>Quantity</u>	<u>Unit</u>	<u>Unit Cost</u>	<u>Total</u>
Project Geologist	24	hours	\$60.00	\$1,440.00
Principal Geologist	6	hours	\$125.00	\$750.00
Reproduction and Shipping	1	lump sum	\$100.00	\$100.00
			Total:	\$2,290.00

Task 3 – Additional Data Collection

A visit to each facility is necessary in order to design the future groundwater monitoring well networks. The objective of the site visits is to gain a better understanding of the site specific hydrogeology, observe the water-level measurement techniques, and groundwater purging techniques. It is desired to observe the water-level measurement techniques to ensure that the data to be used in the project is accurate. An additional water-level survey is also desired for the McCombs Landfill to supplement the existing data. The Carel Corporation understands that the exiting wells are low yield and difficult to sample. It is desired to observe groundwater purging in order to understand the reason of the low yield (e.g. aquifer characteristic, well design, well construction, pump type, pump location, etc.). The Carel Corporation desires to design the new wells to improve the well yield and facilitate sample collection to the extent possible.

The Carel Corporation will also create a database containing water quality data obtained thus far from each landfill. The database will be used to aid in the preparation of a statistical analysis plan and to evaluate groundwater geochemistry for existing contaminants and trends in constituent concentrations. It is important to understand the presence and distribution of contaminants and trends in constituent concentrations when designing a groundwater network. Contaminants that result of landfill gas migration are often detected in up-gradient or side-gradient wells. The presence of contaminants or trends in constituent concentrations may indicate that additional up-gradient or side-gradient wells are warranted.

Additional data necessary to complete the project will also be obtained during this task. Additional data necessary includes but is not limited to: copies of current GWSAPs for each facility, lining system designs and liner installation reports (SLERs, FMLERs, etc) for both sites, water quality results from each sampling event for each landfill, and an AutoCAD map for the McCombs Landfill. Proposed fees for this task are provided below:

Item	Quantity	Unit	Unit Cost	Total
Field Reconnaissance, Water-Level Measurement and Purging Observation				
Project Geologist	2	hours	\$60.00	\$120.00
Principal Geologist	40	hours	\$125.00	\$5,000.00
Air Fare	1	lump sum	\$350.00	\$350.00
Rental Car and Parking (3 days)	3	days	\$80.00	\$240.00
Expenses (Hotel 2 nights and meals)	1	lump sum	\$200.00	\$200.00
			Sub total:	\$5,910.00
Database				
Create and build database	40	hours	\$45.00	\$1,800.00
			Total:	\$7,710.00

Task 4 – Determine Groundwater Flow Directions

A key element of this project is to construct groundwater contour map using the existing water-level measurement data for each site. The maps will be used to construct rose diagrams of the groundwater flow directions for each monitoring well/piezometer. The maps and rose diagrams will be used to define the point of compliance. Proposed fees for this task are provided below:

Item	Quantity	Unit	Unit Cost	Total
Project Geologist (contour map prep)	70	hours	\$60.00	\$4,200.00
Env Tech. (rose diagrams)	70	hours	\$45.00	\$3,150.00
Principal Geologist	16	hours	\$125.00	\$2,000.00
			Total:	\$9,350.00

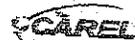
Task 5 - Permit Modification Requests

Permit modification requests will be prepared that will comply with the requirements of 30 TAC §305.70 and §330.403. The modifications will also include changes requested by the City. Details of each permit modification are provided below.

Clint Landfill

A permit modification will be prepared and submitted for the Clint Landfill. The permit modification will be submitted to comply with the 2006 Revisions to Subchapter J of the Municipal Solid Waste Rules. The permit modification is anticipated to consist of the following:

- Redefined point of compliance;
- Modified groundwater monitoring system spacing/well placement;
- Permit modification for replacement of PB-29 (2-inch piezometer) with a new 4-inch monitoring well;
- Update parameter list from dissolved to total constituents. Add additional metals to comply with rules (may consider using leachate data to reduce parameter list);
- Change number of required background monitoring events from 8 to 4;
- Update/clarify groundwater monitoring and purging procedures to address low flow sampling methods and collection of samples from wells that purge dry prior to removing three well volumes;



- Update PQLs to levels achievable by analytical laboratory;
- Various other revisions to the GWSAP to update procedures in accordance with current practices and TCEQ requirements;
- Preparation of a statistical analysis plan for detection monitoring.

McCombs Landfill

A permit modification will be prepared and submitted for the McCombs Landfill. The permit modification will be submitted to comply with the 2006 Revisions to Subchapter J of the Municipal Solid Waste Rules. The permit modification will consist of the following:

- Point of compliance currently defined, but only based on 3 monitoring wells with significant distance between the upgradient and downgradient wells. TCEQ may require point of compliance to be redefined and additional groundwater monitoring wells may be needed;
- Modify groundwater monitoring system spacing/well placement;
- Various revisions to the GWSAP to comply with new rules. (Procedural updates are less extensive than for Clint).

This task also includes costs for a meeting with the City of El Paso concerning the project. Additionally, this task includes costs for preparation of response letters to address TCEQ NOD letters concerning the permit modification requests. Five copies of the permit modification requests will be provided. Proposed fees for this task are provided below:

Item	Quantity	Unit	Unit Cost	Total
Permit Modification Requests				
Well spacing demo reports	2	lump sum	\$2,500.00	\$5,000.00
GWSAP Revisions/Permit Mod Text	2	lump sum	\$2,000.00	\$4,000.00
Stat Plan	1	lump sum	\$2,000.00	\$2,000.00
Project Management	27	hours	\$125.00	\$3,375.00
Reproduction and Shipping	1	lump sum	\$325.00	\$325.00
			Sub total:	\$14,700.00
City Meeting				
Project Geologist (assist with meeting preparation)	4	hours	\$60.00	\$240.00
Principal Geologist	20	hours	\$125.00	\$2,500.00
Air Fare	1	lump sum	\$700.00	\$700.00
Rental Car and Parking (1 day)	1	lump sum	\$90.00	\$90.00
Expenses	1	lump sum	\$150.00	\$150.00
			Sub total:	\$3,680.00
NOD Responses	6	responses	\$1,000.00	\$6,000.00
			Total:	\$24,380.00

TCEQ Meetings

This proposal also includes costs for a meeting with the TCEQ concerning the aforementioned permit modifications. Proposed fees for this task are provided below:

Holly Holder
May 14, 2007
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Item	Quantity	Unit	Unit Cost	Total
Project Geologist (meeting preparation support)	4	hours	\$60.00	\$240.00
Project Management (meeting preparation)	8	hours	\$125.00	\$1,000.00
Project Management	12	hours	\$125.00	\$1,500.00
Expenses	1	lump sum	\$100.00	\$100.00
Mileage	500	miles	\$0.50	\$250.00
			Sub total:	\$3,090.00

Cost

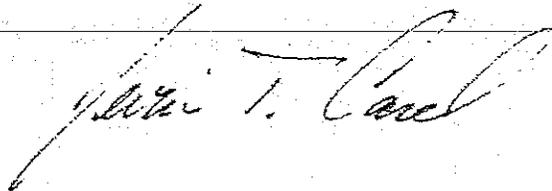
The estimated cost to perform the scopes of work and attend a meeting with the TCEQ is \$51,770.⁰⁰.

Assumptions

This proposal assumes that The Carel Corporation will be provided the information necessary to complete this project, which includes but is not limited to: copies of current GWSAPs for each facility, lining system designs and liner installation reports (SLERs, FMLERs, etc) for both sites, water quality results from each sampling event for each landfill, and an AutoCAD map for the McCombs Landfill.

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

Sincerely,
THE CAREL CORPORATION



Kevin T. Carel, P.G.
President

Proposal Acceptance: _____ Date: _____

Parkhill, Smith & Cooper, Inc.
Hourly Rate Schedule

Client: City of El Paso
Project: Clint and McCombs Landfills, Groundwater Monitoring System, Phase I
Date: May 24, 2007

<u>Classification</u>	<u>Hourly Rate</u>
Principal	153.00
Project Manager/Sr Engineer	130.00
Project Civil Engineer	115.00
Civil Engineer	99.00
EIT/Civil Designer	84.00
CADD Technician	66.00
Clerical Support	60.00
Resident Project Representative	75.00

Expenses

Reimbursement for expenses, as listed below, incurred in connection with the services, will be at cost plus ten percent for items such as:

1. Maps, photographs, postage, toll telephone, reproductions, printing, equipment rental, and special supplies related to the services.
2. Consultants, soils engineers, surveyors, contractors, and other outside services.
3. Rented vehicles, local public transportation and taxis, travel, and subsistence.
4. Special or job specific fees, insurance, permits, and licenses applicable to the work services.
5. Outside computer processing, computation, and proprietary programs purchased for the services.

The foregoing Schedule of Charges is incorporated into the agreement for the services provided, effective January 1, 2007 through December 31, 2007. After December 31, 2007, invoices will reflect the Schedule of Charges currently in effect.

ATTACHMENT "C"
AGREEMENT FOR CONSULTING SERVICES

For the Project known as CLINT and MCCOMBS LANDFILLS GROUNDWATER MONITORING SYSTEM, hereinafter referred to as the Project, the Consultant will provide the Basic and Additional Services as noted herein.

BASIC SERVICES OF THE CONSULTANT

GENERAL

1. The Consultant agrees to perform professional services in connection with the Project as hereinafter stated.
2. The Consultant shall comply with the City of El Paso Engineering Department Construction Document Guidelines, which are in effect at the time of this Agreement and are available in the City Engineering Department, in the performance of the services requested under the design phases of this Agreement.
3. The Consultant shall serve as the Owner's professional representative in those phases of the Project to which this Agreement applies, and shall give consultation and advice to the Owner during the performance of services.
4. The Owner is relying upon the skill, reasonable care and knowledge of the Consultant to furnish the Owner with a project within the allocated budget. The Owner's review of any documents prepared by the Consultant is only general in nature and its obligation to approve and accept the work in no way relieves the Consultant of responsibility for any specific deficiencies in the project.

REPORT PHASE

1. Upon receipt of the Owner's written authorization to proceed with the **Report Phase**, the Consultant shall:
 - a. Consult with the Owner to determine the requirements of the Project and together with the Owner develop a mutually acceptable scope for the Project.
 - b. Provide preliminary investigations, studies, topographic surveys including ties to known monuments of right-of-way lines, general supervision of any other services obtained as described in Part 1.c. of this section and interpreting or incorporating results of any such services for inclusion in the Preliminary Study and Report referred to in Part 1.d. of this section.
 - c. (1) Provide consultation and advice as to the necessity of providing or obtaining other services such as: (a) Property surveys, boundary surveys, right-of-way surveys, and

utility surveys, (b) Core borings, probings, and hydrographic surveys, (c) Laboratory testing, and (d) Inspection or other special consultation; (2) Act as the Owner's representative in connection with such services; and (3) If concurred with and authorized by the Owner, provide, procure, or assist in procuring such Additional Services.

- d. Prepare a Preliminary Study and Report on the Project based on the mutually accepted program in sufficient detail to indicate clearly the problems involved and the alternative solutions available to the Owner, to include schematic layouts, sketches, flow diagrams and reports of studies, and a general opinion of probable construction costs for such of the above listed improvements to be included in the Project, and to set forth the Consultant's recommendations.
 - e. As per Attachment "D", furnish the Preliminary Study and Report and a general opinion of probable construction cost opinion to the Owner.
2. Upon receipt of the Preliminary Study and Report and before the Consultant is authorized to proceed with the Preliminary Design Phase, the Owner at its option may designate in writing various construction contracts into which the Project shall be divided, each of which may include one or more of the above listed improvements to be constructed. If the Owner designates various construction contracts into which the Project is to be divided, the Consultant shall thereafter treat each construction contract as a separate Project under this Agreement. Each construction contract shall be separately bid and the Consultant shall prepare separate preliminary design, and final design drawings, specifications, proposal forms, notices to bidders, construction contract documents, and other required documents for each construction contract.
 3. As identified in the Scope of Work in Attachment "A", the Consultant shall investigate the extent and character of any potential soil or water contamination on the properties identified in the Scope of Work, conduct asbestos investigations, environmental site assessments, and provide other environmental engineering services as required and authorized. Services not included in the original scope of work shall be considered Additional Services. The Consultant shall perform such professional services as may be necessary to accomplish the work required to be performed under this Agreement, in accordance with this Agreement, applicable Texas Commission on Environmental Quality and Texas Department of State Health Services Regulations, and any and all applicable state, federal and local laws. The Consultant shall develop an Investigation Plan for the identified properties. Upon approval of the Investigation Plan by the City, the City shall arrange to issue a Notice to Proceed for the Consultant to proceed in relation to an identified property.

ADDITIONAL SERVICES OF THE CONSULTANT

GENERAL

If authorized in writing by the Owner, through written amendment, the Consultant shall perform or obtain Additional Services noted below, which are not covered within the Agreement. No claim for Additional Services or cost shall be allowed unless the same was done pursuant to a

written authorization dated prior to the Additional Services or cost and which was authorized pursuant to the policies and procedures of the Owner (i.e., passage by City Council). The Owner shall pay for such Additional Services as indicated in the Agreement.

1. Furnish core borings, probings, and hydrographic surveys; laboratory testing; inspection of samples or materials; and other special consultations.
2. Furnish property surveys and legal descriptions as needed to acquire additional right-of-way or additional property.
3. Provide Additional Services due to significant changes in the general scope of the Project or its design including, but not limited to, changes in size, complexity, or character of construction if the changes are inconsistent with approvals or instructions previously given by the Owner including revisions made necessary by adjustments in the Owner's scope or budget, except where the Consultant's preliminary study and report, preliminary design, pre-final design, or final design cost opinions exceed the budgeted amount, or in the case where all responsible bids exceed the Consultant's final design cost opinions by **ten percent** or more.
4. Revise previously approved studies, reports, design documents, drawings, or specifications, except when said revisions are required as a result of errors, negligence, or other fault on the part of the Consultant.
5. Prepare documents for alternate bids requested by the Owner for construction work for which bids have not been awarded.
6. If Best Value Evaluation Criteria are required after the Consulting fees have been negotiated and accepted, the Consultant may request Additional Service fees.

7. Prepare detailed renderings, exhibits, or scale models for the Project, except as otherwise required herein
8. Furnish additional copies of studies, reports, and additional prints of Drawings and Specifications in excess of those required herein.

9. Furnish additional tests and inspections, in excess of those required herein during the Construction Phase.
10. Provide investigations involving detailed consideration of operation, maintenance, and overhead expenses as well as the preparation of rate schedules, earnings and expense statements, feasibility studies, appraisals and valuations, detailed quantity surveys of material or labor.
11. Prepare change orders requiring additional significant design changes not provided for in the Agreement, requested by the Owner.

12. Inspect each construction contract site prior to expiration of the guarantee period and report, in written form, observed discrepancies under guarantees provided by the construction contractor.
13. Provide additional or extended services during construction made necessary by: a) work damaged by fire or other cause during construction; b) prolongation of the construction contract time by more than **twenty-five percent** provided that such prolongation is not caused by errors, negligence, or other fault on the part of the Consultant; c) Acceleration of the work schedule involving services beyond normal city working hours; or d) the construction contractor's default under the construction contract due to delinquency or insolvency.
14. Provide extensive assistance in the initial start-up and test operation of equipment or devices and the preparation of manuals of operation and maintenance.
15. Serve as an expert witness for the Owner in any litigation or other proceeding involving the Project.
16. Provide Additional Services in connection with the Project not otherwise provided for in this Agreement, except where those services are required as a result of negligence or other fault on the part of the Consultant.

PHASE I - PRELIMINARY DESIGN PHASE

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

1. Consult with the Owner to determine the Owner's requirements for the Project.
2. Provide at the Consultant's sole expense right-of-way surveys, boundary surveys, topographic surveys, drainage surveys, and soil investigations as needed to design the Project and as required by the Scope of Work of the Agreement; obtain all available information from all utility companies and other affected agencies including, but not limited to, the Texas Department of Transportation and the U.S. Department of Interior, Bureau of Reclamation, as needed to complete the proper design. This does not, however, include property surveys and legal descriptions as needed to acquire additional right-of-way or additional property.
3. Obtain all available horizontal and vertical locations of public utilities, and fully coordinate design of the Project with public utilities in an effort to minimize relocation of utilities as much as possible.
4. Make drawings from field measurements of existing construction when required for planning additions or alterations thereto.
5. Provide consultation and advice as to the necessity of providing or obtaining other services such as the types described herein, and act as the Owner's representative in

connection with any such services, and if concurred with and authorized by the Owner, provide, procure, or assist in procuring such Additional Services.

6. Review with the Owner alternative approaches in regard to the construction of the Project. The Owner at its option may designate in writing various construction contracts into which the Project shall be divided. The Consultant may request additional reasonable compensation if the Owner designates various construction contracts into which the Project is to be divided. The Consultant shall thereafter treat each construction contract as a separate Project under this Agreement. Each construction contract shall be separately bid and the Consultant shall prepare separate preliminary design, pre-final design, and final design specifications, proposal forms, notices to bidders, construction contract documents, and other required documents for each construction contract.
7. Prepare for approval by the Owner preliminary design documents consisting of evaluation of existing structural report, design criteria, drawings, and outline specifications to develop, and establish the scope of each construction contract.
8. Prepare a detailed opinion of probable construction costs for each construction contract containing the main construction components, based on the information given in the preliminary design documents.
9. As per Attachment "D", furnish copies of the above preliminary design documents and opinion of probable construction costs for each construction contract. If the above preliminary design documents are not approved by the Owner, the Consultant shall furnish copies of the resubmitted preliminary design documents at no additional cost to the Owner.

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.
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.

PHASE IV - BIDDING PHASE

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

1. Assist the Owner in the determination of the bidding period and bid date and provide necessary data for preparation of the notice to bidders by the Owner as required for advertising purposes.
2. Assist the Owner in responding to all questions from prospective bidders concerning the Drawings and Specifications.
3. ~~Attend a pre-bid conference, if any, to explain the Project and to answer questions regarding the Project.~~
4. Prepare addenda to the Drawings and Specifications as may be required during the advertising period. Any addenda issued shall be approved by all agencies having approval authority over the Drawings and Specifications. As per Attachment "D", deliver copies of all addenda to the Owner for appropriate action.
5. As identified in Attachment "A", assist the Owner in evaluating bids, including obtaining and providing to the Owner reasonably available information as to the quality, ability, and performance record of the three lowest responsible bidders or assist the Owner in rating all bidders using Best Value Evaluation Criteria provided by the Owner, including obtaining and providing to the Owner reasonably available information as to the quality, ability, and performance record of the bidders. If Best Value Evaluation Criteria are required after the consulting fees have been negotiated and accepted, Consultant may request Additional Services fees.

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

PHASE V - CONSTRUCTION PHASE

The Construction Phase, for each construction contract, shall commence with the award of the construction contract and shall terminate upon written approval of final payment by the Owner, except that this phase may be extended, if required, by agreement between the Consultant and the Owner. During the Construction Phase the Consultant shall:

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.
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.
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.
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.

RESIDENT PROJECT SERVICES

1. If directed in writing by the Owner, one or more full-time Resident Project Representatives shall be furnished and directed by the Consultant in order to provide more extensive representation at each construction site during the Construction Phase. Such resident project representation shall be paid for by the Owner.
2. ~~The duties and responsibilities and the limitations on the authority of the Resident Project Representative shall be as set forth in writing by the City Engineer before such services begin.~~
3. Through the continuous on-site observations of the work in progress and field checks of materials and equipment by the Resident Project Representative, ~~the Consultant shall endeavor to provide further protection for the Owner against defects and deficiencies in the work of the construction contractors, but the furnishings of such resident project representation shall not make the Consultant responsible for the construction contractor's failure to perform the construction work in accordance with the construction contract documents.~~

ATTACHMENT D
Payment and Deliverable Schedules

For the Project known as CLINT and McCombs Landfills Groundwater Monitoring System, hereinafter referred to as the Project, the Owner will compensate the Consultant an amount not to exceed Seventy Six Thousand Nine Hundred Sixty Nine AND 00/100 DOLLARS (\$76,969.00) for all Basic Services and reimbursables noted within the Agreement and its attachments.

PAYMENT SCHEDULE

The compensation for each phase of the basic services on each construction contract shall be made in proportion to the services performed for that phase, so that the compensation made after the approved completion of each phase shall bring the fee up to the following percentages of the total basic compensation:

	Percent of Payment to Consultant	Percent of Project Completion
Subtask 1- Existing Data Review	12%	5%
Subtask 2- Develop Work Plan	8%	7%
Subtask 3- Additional Data Collection	15%	17%
Subtask 4- Groundwater Direction Evaluation	15%	33%
Subtask 5- Permit Modification Preparation	50%	38%

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, Progress Report, and Backup Documents supporting the Stated Value of work that has been completed and the Owner's written approval.

DELIVERABLE SCHEDULE

PRE-SUBMITTAL PERMIT MODIFICATION

The services called for in the Permit Modification phase of this Agreement shall be completed and **four (4) copies** of each Preliminary Permit Modification for **both** the Clint and McCombs Landfills shall be submitted within **210 consecutive calendar days** following written authorization from the Owner for the Consultant to proceed.

FINAL PERMIT MODIFICATION SUBMITTAL

Upon completing any revisions called for by the Owner, the Consultant shall furnish Three (3) copies of the final Permit Modification as submitted to the TCEQ.

ACORD CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
04/25/2007

PRODUCER (805) 747-3404
CECIL-DUNN INSURANCE AGENCY
P. O. BOX 3670
4120 AVENUE D
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 25th Street
Lubbock TX 79423-

INSURERS AFFORDING COVERAGE NAIC #
INSURER A: HARTFORD INSURANCE
INSURER B: HARTFORD UNDERWRITERS
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/ADPT/ LTR/INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO. SECT <input type="checkbox"/> LOC	46UNITE0323	09/30/2006	09/30/2007	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (EA OCCURRENCE) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADM INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	46UNITE0323	09/30/2006	09/30/2007	COMBINED SINGLE LIMIT (EA ACCIDENT) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: EA OCC \$ AGG \$
A	GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				
A	EXCESS/UMBRELLA LIABILITY <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input checked="" type="checkbox"/> RETENTION \$ 20,000	46XEU110159	09/30/2006	09/30/2007	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below	45WENR1254	09/30/2006	09/30/2007	<input checked="" type="checkbox"/> W/ STATUTORY LIMITS <input type="checkbox"/> OTHER EL EACH ACCIDENT \$ 1,000,000 EL DISEASE - EA EMPLOYEE \$ 1,000,000 EL DISEASE - POLICY LIMIT \$ 1,000,000
	OTHER				

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS
 PROJECT: CLINE AND MCCOMB LANDFILL'S GROUNDWATER MONITORING SYSTEMS.

CERTIFICATE HOLDER

CITY OF EL PASO
TWO CIVIC CENTER PLAZA, 4TH FLOOR
EL PASO, TEXAS 79801-1196

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

[Signature]

ACORD CERTIFICATE OF LIABILITY INSURANCE

DATE
04/23/2007

PRODUCER
McLaughlin Brunson Insurance Agency, LLP
9535 Forest Lane
Suite 118
Dallas TX 75243

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.

INSURERS AFFORDING COVERAGE

INSURED
Parkhill, Smith & Cooper, Inc.
4222 85th St.
Lubbock TX 79423

INSURER A: XL Specialty Insurance Company (A+ XV)
INSURER B:
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 TYPE	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
	GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC				EACH OCCURRENCE \$ FIRE DAMAGE (Any one fire) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: EA ACC \$ AGG \$
	EXCESS LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE DEDUCTIBLE \$ RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY				WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	OTHER Professional Liability	DPR9603317	01/10/2007	01/10/2008	\$ 2,000,000 per claim/annl aggrgte

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS
 XE: Clint and McCombs Landfills Groundwater Monitoring Systems - The claims made professional liability coverage is the total aggregate limit for all claims presented within the policy period and is subject to a deductible.

CERTIFICATE HOLDER | ADDITIONAL INSURED; INSURER LETTER:

City of El Paso
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

John A. Bergant

Summary

Project Name: Groundwater Monitoring System for Landfills

District: Outside City Limits

Scope of work:

The project will include site-specific technical demonstrations supplemented with a multi-dimensional fate and transport numerical flow model in accordance with 30 TAC §330.403(e) to support an alternate well spacing or groundwater monitoring exemption for the City of El Paso's McCombs Landfill and Clint Landfill. The demonstrations will be submitted to TCEQ for review and approval as permit modification requests to satisfy the new groundwater monitoring system requirements of 30 TAC Subchapter J: Groundwater Monitoring and Corrective Action (Effective March 27, 2006).

The City anticipates that the scope of services for this project will consist of the following main tasks for each landfill; however, the consultant may propose an alternative approach, if appropriate. The City understands that additional meetings or coordination with TCEQ may be required, beyond what is described in the following scope of work below.

Task 1 – Available Data Review

Task 2 – Work Plan Preparation

Task 3 - Site Specific Data Collection

Task 4 - Fate and Transport Modeling

Task 5 - Permit Modification for Alternate Well Spacing or Groundwater Monitoring Exemption

Task 1 – Available Data Review

The consultant should review site specific data that has already been collected for the facility and that is available from City or TCEQ files and other data sources, if applicable. The consultant shall evaluate whether the data is adequate to comply with the requirements of §330.403(e)(1) and (2) and identify any data gaps. Upon completion of this task, the consultant shall submit a letter report to the City identifying data gaps (if applicable) and recommendations.

Task 2 – Work Plan Preparation

If applicable, the consultant shall prepare a work plan for field or data collection activities required to address data gaps identified under Task 1. A draft copy of the work plan shall be submitted to the City for review. Subsequent to the City's review, the consultant shall meet with TCEQ in conjunction with the City to discuss the proposed work plan activities and the approach for the technical demonstration. Subsequently, the work plan should be finalized and submitted to TCEQ for review and approval.

Task 3 - Site Specific Data Collection

Upon TCEQ approval of the Work Plan under Task 2, the activities described in the work plan shall be implemented. If necessary, a report documenting field activities will be prepared and submitted to TCEQ. If a report is not required by TCEQ, then the consultant will proceed with the use of this data under Task 4 and 5.

Task 4 – Fate and Transport Modeling

A multi-dimensional fate and transport flow model shall be developed to supplement the demonstration for alternate well spacing or groundwater monitoring exemption in accordance with §300.403(e)(2). A report shall be prepared to document any assumptions, computations, and conclusions of the fate and transport modeling, which will be included in the permit modification documentation described in Task 5.

Task 5 - Permit Modification for Alternate Well Spacing or Groundwater Monitoring Exemption

The information collected in Tasks 1 through 4 shall be used to complete the technical demonstration for alternate well spacing or a groundwater monitoring exemption. The technical demonstration shall be submitted to TCEQ in the form of a permit modification as required by Subchapter J. Prior to submittal of the permit modification to TCEQ, a draft copy shall be submitted to the City for review. Upon City review, the permit modification should be finalized and submitted to TCEQ for review and approval. The consultant shall address any notice of deficiencies provided by TCEQ.

Department Requesting Service: Environmental Services

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

Request for Qualification Notification Date: February 7, 2007

Firms that were notified: All pre-qualified Architect/Engineering firms

Request for Qualification Due Date: February 22, 2007

Architect/Engineer firms that submitted RFQ packages:

AMBC Earth & Environmental, Inc.
Encon International, Inc.
Parkhill, Smith & Cooper, Inc.
Raba Kistner Consultants, Inc.
Stearns, Conrad, Schmidt Cons. Eng.

Architect Engineer Selection Committee Members (Shortlist committee)

Bill Studer, Deputy City Manager, Financial Services
Ellen Smyth, Director of Environmental Services
Said-Larbi Cheri, Assistant Director of Environmental Services
Johannes Makahaube, Civil Engineer Planning Quality Control
John Garza, Engineering Division Manager

Date shortlist ranking was submitted: March, 21, 2007

Shortlist Ranking of Firms

<u>Firm</u>	<u>Finalist</u>
SCS Engineering	1
AMEC Earth & Environmental	2
Parkhill, Smith & Cooper, Inc.	3

Date firms were notified of results: March 21, 2007

Architect Engineer Selection Oral Presentation Date: April 4, 2007

Architect Engineer Selection Committee Members (Oral presentation committee)

Bill Studer, Deputy City Manager, Financial Services
Ellen Smyth, Director of Environmental Services
Said-Larbi Cheri, Assistant Director of Environmental Services
Johannes Makahaube, Civil Engineer Planning Quality Control
John Garza, Engineering Division Manager

Final Ranking of Firms

<u>Firm</u>	<u>Rank</u>	<u>Outcome</u>
Parkhill, Smith & Cooper, Inc.	1	Finalist
SCS Engineering	2	Not selected
AMEC Earth & Environmental	3	Not selected

Date firms were notified in writing of final selection: April 10, 2007

SELECTION OF PROFESSIONAL SERVICES

PROJECT NAME: Groundwater Monitoring System at Landfills

RATER: _____ DATE: _____

Firms: A=
 B=
 C=
 D=
 E=

See narrative for directions for 1a, 1b, 1c and 2i.

PERFORMANCE REVIEW OF THE PRIME (On previous projects)		A	B	C	D	E	F
a. Are their services typically completed on schedule?	5						
b. Are their services usually reasonably close to actual clients request.	10						
c. Were their projects completed as requested with no change orders required due to errors & omissions?	10						

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

TOTAL SCORE	100						
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SCORING NARRATIVE

Engineering staff will develop a score for all items in Section 1 and 2.i.. Before the presentation, this score will be discussed with all raters and a consensus score will be used by all.

- l.a. If taken as a whole, the consultant has completed their previous assignments on time, they should be given a score of 4 or 5. If they have occasionally been late, they should receive a 2 or 3. If consistently late, they should receive a 0 to 1. The variables are how late and how often.
- l.b. If taken as a whole, the consultant's estimates on their previous assignments were within five percent of the low bid, they should be given a score of 7 to 10. If they have been occasionally been over five percent, they should receive a score of 3 to 6. If they are consistently significantly off target, they should receive a 0 to 2. The variables are how far off and how often.
- l.c. If taken as a whole, the consultant's projects have not required any, or very few change orders **because** of their own design flaws (documented errors & omissions) on their previous assignments, they should be given a score of 7 to 10. If they have had few and/or small required change orders **because** of their own design flaws (documented errors & omissions), they should receive a score of 3 to 6. If they have consistently require change orders, or especially large change orders **because** of their own design flaws (documented errors & omissions), they should receive a 0 to 2. The variables are how many and how expensive.
- l.a. If the consultant has clearly explained, in understandable terms, their strategy to accomplish the scope of work, and you consider it highly feasible, they should be given a score of 7 to 10. If they have not clearly explained their strategy, or if you feel it is not completely realistic, they should receive a score of 3 to 6. If they have given no understandable strategy or you feel it is completely unrealistic, they should receive a 0 to 2. The variables are how thorough, and how realistic.
- l.b. The object here is not to simply list one issue; it is to list one significant issue that is insightful and unique to the project. If the consultant has clearly explained, in understandable terms, their one most critical issue and you consider it highly pertinent, critical, and unique, they should be given a score of 7 to 10. If they have not presented an issue that is truly unique or critical, but has some merit, they should receive a score of 3 to 6. If they have given no real insight and have presented one issue that is common and mundane, they should receive a 0 to 2. The variables are how pertinent and how unique.
- l.c. The object here is not to brag on how impressive the project manager is in general. Instead, if they have clearly explained in understandable terms how the project manager can bring special skills to this specific project and how he/she will specifically address the three significant issues presented in 2.b., they should be given a score of 7 to 10. If they have not presented pertinent experience in detail (or it is not completely pertinent), or they have only partially explained how it is relevant to addressing the three issues, they should receive a score of 3 to 6. If they have given no real pertinent experience or not addressed the issues, they should receive a 0 to 2. The variables are how pertinent the project manager's experience is and how it will be used.

- 2.d. If the firm has clearly explained, in very understandable terms, the approach they will use to design the project, and you feel it is in fact a viable and creative approach, then they should be given a score of 6 to 9. If they have not presented the approach well, or you feel it is questionably realistic, they should receive a score of 3 to 5. If they have given no real plan, or the plan they have given cannot reasonably be executed, they should receive a 0 to 2. The variables are how competent their approach is and can it be implemented.
- 2.e. If the firm has clearly explained, in very understandable terms, the constructability of their design, and you feel it is in fact a viable and creative approach, then they should be given a score of 4 to 5. If they have not adequately proven the feasibility, they should receive a score of 2 to 3. If they have given no real proof, or the construction would be difficult at best, they should receive a 0 to 1. The variables are how competent is their design and can it be easily constructed.
- 2.f. Items 2.a., 2.d., and 2.e. above cover specific parts of the overall picture. In considering those items, and then taking into account your overall impression (sort of filling in the remaining gaps not covered by other specific questions), if you feel that they have clearly shown that they have the necessary, pertinent, and well developed skills and knowledge to provide an excellent product, then they should be given a score of 15 to 20. If they have not adequately proven themselves, they should receive a score of 7 to 14. If they have shown no real pertinent abilities or skills, they should receive a 0 to 6. The variables are how experienced they are and how competent they are in **regard to this project**.
- 2.g. If the firm can be available to discuss the project **on site**, within thirty minutes, then they should be given a score of 6. If they can be available on site within four hours, they should be given a 4. If they cannot consistently be on site within eight hours, they should be given a 1. The variable is how quickly they can make themselves available.
- 2.h. This score is open ended depending on how well you perceive that they have answered the questions succinctly, honestly, and accurately.
- 2.i. ~~If the prime and any subconsultants are certified by a governmental agency as HUBs or DBEs (or some other appropriate minority and/or disadvantaged group), then you should give them a score of 3. If the prime meets the criteria and no subconsultants do, you should give them a score of 2. If the prime does not meet the criteria, but any subconsultants do, you should give them a score of 1. If the prime does not meet the criteria and none of the subconsultants do either, you should give them a score of 0. If the Prime's owner is an American Veteran, and no other points were awarded in this category, give a score of 1.~~