

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

DEPARTMENT: Engineering

AGENDA DATE: August 31, 2010

CONTACT PERSON NAME AND PHONE NUMBER: R. Alan Shubert, P.E. (X4423)

DISTRICT(S) AFFECTED: All

SUBJECT:

That the City Manager be authorized to sign the Agreement for Professional Engineering Services by and between the City of El Paso and Moreno Cardenas, Inc., a Texas Corporation, for a project known as "McCombs Landfill MSW-729A Cell Construction and Site Development Improvements" in the amount of Seven Hundred Forty Nine Thousand Seven Hundred Ninety Four and 66/100 dollars (\$749,794.66) and that the City Engineer be authorized to approve up to \$50,000.00 in additional services for to a total of contract amount not to exceed Seven Hundred Ninety Nine thousand Seven Hundred Ninety four and 66/100 dollars (\$799,794.66).

BACKGROUND / DISCUSSION:

The scope of the project includes the construction documents for a New Landfill Cell B, Citizens Collection Station, access improvements from McCombs, internal roadway access improvements, scale facility, new maintenance building, perimeter netting, above ground fuel storage tank and utility improvements. Moreno Cardenas Inc., was selected through the A/E Selection process and is recommended as the most qualified. The design will take approximately 5 months to complete.

PRIOR COUNCIL ACTION:

N/A

AMOUNT AND SOURCE OF FUNDING:

Environmental Services Enterprise Fund – Capital

BOARD / COMMISSION ACTION:

Enter appropriate comments or N/A

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

DEPARTMENT HEAD:

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

Information copy to appropriate Deputy City Manager

RESOLUTION

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

That the City Manager be authorized to sign the Agreement for Professional Engineering Services by and between the City of El Paso and Moreno Cardenas, Inc., a Texas Corporation, for a project known as "McCombs Landfill MSW-729A Cell Construction and Site Development Improvements" in the amount of Seven Hundred Forty Nine Thousand Seven Hundred Ninety Four and 66/100 dollars (\$749,794.66) and that the City Engineer be authorized to approve up to \$50,000.00 in additional services for to a total of contract amount not to exceed seven hundred ninety nine thousand seven hundred ninety four and 66/100 dollars (\$799,794.66).

ADOPTED THIS _____ DAY OF _____ 2010.

CITY OF EL PASO:

John F. Cook, Mayor

ATTEST:

Richarda Duffy Momsen,
City Clerk

APPROVED AS TO FORM:


Mark Shoesmith
Assistant City Attorney

APPROVED AS TO CONTENT



R. Alan Shubert, P.E.
City Engineer

A/E SELECTION SUMMARY

Project Name: McCombs Landfill MSW-729A cell construction & site development
Department Requesting Service: Environmental Dept. **District / Representative:** 4 / Carl Robinson

SHORTLIST

RFQ Notification Date: Friday, February 19, 2010 **RFQ Due Date:** Wednesday, March 10, 2010

Shortlist Committee

A/E Firms that Submitted RFQ package

Javier Reyes, Engineering Division Manager	2	RW Beck	1	Moreno Cardenas
Johanes Makahaube, Engineering Division Manager	4	SCS Engineers	7	Plaza Engineering Cons.
Miguel Parra, Environmental Engineer	3	Huitt - Zollars	5	CSA Design Group
Cristina Benitez, Associate Engineer	5	CDM		
Yvette Hernandez, Engineering Associate				
Scoring sheets issued / due date:	3-12-10 / 3-19-10			
Final Ranking Date:	Thursday, March 25, 2010			
Firms Notified Date:	Friday, March 26, 2010			

FINAL SELECTION

Presentation Committee

Finalists

Ellen Smyth, Director of Environmental Services	1	Moreno Cardenas	3	Huitt - Zollars
Irene Ramirez, Assistant City Engineer	2	RW Beck		
Sam Rodriguez, Engineering Division Manager				
Miguel Parra, Environmental Engineer				
John Garza, Engineering Division Manager				

Selected Consultant: Moreno Cardenas
Scoping Meeting: Friday, April 23, 2010
Fee Proposal Due: Friday, April 30, 2010

Presentation Date: Thursday, April 08, 2010
Firms Notified Date: Thursday, April 15, 2010

THE STATE OF TEXAS) CITY CLERK DEPT.
COUNTY OF EL PASO) 10 AUG 19 PM 5: 20 AN AGREEMENT FOR
PROFESSIONAL SERVICES
(Agreements over \$100,000.00)

This Agreement is made this _____ day of _____, 2010 by and between the CITY OF EL PASO, a municipal corporation organized and existing under the laws of the State of Texas, hereinafter referred to as the "Owner", and Moreno Cardenas, 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 "MCCOMBS LANDFILL MSW-729A CELL CONSTRUCTION AND SITE DEVELOPMENT IMPROVEMENTS," hereinafter referred to as the "Project", as further described in Attachment "A"; and

WHEREAS, the Consultant has been selected to perform such services as required by the Owner, and the Consultant was selected through the Owner's selection procedure, in accordance with all applicable state and local laws and ordinances;

NOW, THEREFORE, for the consideration set forth in this Agreement and its attachments, the Owner and Consultant agree as follows:

**ARTICLE I.
ATTACHMENTS**

1.1 The attachments listed herein and attached to this Agreement are incorporated herein by reference for all purposes.

- | | |
|----------------|--|
| Attachment "A" | Scope of Services and Project Budget |
| Attachment "B" | Consultant's Fee Proposal and Hourly Rates |
| Attachment "C" | Consultant's Basic and Additional Services |
| Attachment "D" | Payment and Deliverable Schedules |

**ARTICLE II.
PROJECT**

2.1 The Owner hereby agrees to retain the Consultant and the Consultant agrees to perform professional services for the Project as professional consultant for the Project. The Project shall consist of the Consultant's completion of the Scope of Services as further described in Attachment "A". Such Scope of Services shall be completed in accordance with the identified phases described in Attachment "D".

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

CITY CLERK DEPT.

10 AUG 19 PM 5:21
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 Seven Hundred Forty Nine Thousand Seven Hundred Ninety Four AND 66/100 DOLLARS (\$749,794.66) for all basic services and reimbursables performed pursuant to this Agreement. The Consultant's fee proposal for the performance of all Basic Services and reimbursables is attached hereto as **Attachment "B"**. Payments to the Consultant shall be made pursuant to the schedule enumerated within **Attachment "D"**.

3.2 **CONSULTANT'S SERVICES.** The Basic Services to be provided by the Consultant for this Agreement are attached hereto as **Attachment "C"**. If authorized by the City Engineer, prior to the performance of such services, the Consultant may perform such Additional Services as also enumerated within **Attachment "C"** in an amount not to exceed \$50,000.00. Additional Services exceeding \$50,000.00 must have prior approval by City Council through written amendment to this Agreement. Owner shall make payment for such Basic and Additional Services at the rates established by Consultant within **Attachment "B"**.

3.3 **CONSULTANT'S INVOICES.** The Consultant shall bill the Owner not more often than monthly, through written invoices pursuant to the schedule established in **Attachment "D"**. Invoices shall indicate the costs for outside consultants with copies of their invoices as back-up materials as well as other authorized direct costs for hourly rate contracts. All invoices shall be made in writing. Within ninety days of substantial completion of construction, all outstanding invoices for all work completed to date by the Consultant shall be submitted to the Owner.

CITY CLERK DEPT.

10 AUG 19 PM 5:21

3.3.1 Each invoice shall contain a brief summary indicating, at a minimum, the total Project budget, the total amount authorized for the Consultant, the current invoiced amount and the amount billed to date. In addition to the Summary, each invoice shall provide a Progress Report. The Progress Report shall describe, at a minimum, the progress of the Project to date also indicating the percentage of completion of each phase. The established schedule for completion shall not be revised except by written amendment to this Agreement, executed by both parties.

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

3.4 PROJECT CONSTRUCTION BUDGET. The Consultant acknowledges that the construction budget for this Project allocates Twelve Million and **00/100 DOLLARS (\$12,000,000.00)** for the award of a construction contract base bid, which is to include all features essential to the operation of the Project for its intended use as described in the Scope of Services and Project budget in **Attachment "A"**. The Consultant does hereby agree to design the Project such that the Consultant's final agreed cost opinions for the construction of the Project, including all features essential to its intended use, is within the above budgeted amount for the base bid. If the Consultant's cost opinions exceed the Project Budget at any time, the Consultant shall make recommendations to the Owner to adjust the Project's size or quality and the Owner shall cooperate with the Consultant to adjust the scope of the Project. If all responsible bids exceed the City approved Consultant's final cost opinions by more than **ten percent (10%)**, the Consultant agrees, at the direction of the Owner, to redesign the Project without additional charge to the Owner in order to bring the Project within the budgetary limitations.

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

ARTICLE IV. PERIOD OF SERVICE AND TERMINATION

4.1 PERIOD OF SERVICE. The services called for by each phase shall begin upon the issuance of a Notice to Proceed from the City Engineer. The Consultant shall complete the requested services in accordance with the timelines and schedules outlined in **Attachments "C" and "D"**. **FOR REQUIREMENTS CONTRACTS ONLY:** The term of this Agreement shall

10 AUG 19 PM 5:21

be for a period not to exceed N/A () **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 Consultant from the Owner is determined. Nothing contained herein, or elsewhere in this Agreement shall require the Owner to pay for any services that are not in compliance with the terms of this Agreement and its attachments.

4.3.2 TERMINATION BY EITHER PARTY. It is further understood and agreed by the Consultant and Owner that either party may terminate this Agreement in whole or in part. Such a termination may be made for failure of one party to substantially fulfill its contractual obligations, pursuant to this Agreement, and through no fault of the other party. No such termination shall be made, unless the other party being terminated is granted: a) written notice of intent to terminate enumerating the failures for which the termination is being sought; b) a minimum of **seven (7) consecutive calendar days** to cure such failures; and c) an opportunity for consultation with the terminating party prior to such termination. However, the Owner retains the right to immediately terminate this Agreement for default if the Consultant violates any local, state, or federal laws, rules or regulations that relate to the performance of this Agreement. In the event of termination by the Owner pursuant to this subsection, the Owner may withhold payments to the Consultant for the purpose of setoff until such time as the exact amount due the Consultant from the Owner is determined.

CITY CLERK DEPT.

10 AUG 4 33 PM '95
TERMINATION SHALL NOT BE CONSTRUED AS RELEASE.
Termination by either party shall not be construed as a release of any claims that the terminating party may be lawfully entitled to assert against the terminated party. Further, the terminated party shall not be relieved of any liability for damages sustained by the terminating party by virtue of any breach of this Agreement.

**ARTICLE V.
INSURANCE AND INDEMNIFICATION**

5.1 INSURANCE. The Consultant shall have **seven (7) calendar days** from date of award to obtain sufficient insurance as required herein. Consultant shall not commence work under this Agreement until the Consultant has obtained the required insurance and such insurance has been approved by the Owner. The Consultant shall maintain the required insurance throughout the term of this Agreement. Failure to maintain said insurance shall be considered a material breach of this Agreement.

5.1.1 WORKERS' COMPENSATION INSURANCE. The Consultant shall procure and shall maintain during the life of this Agreement, Workers' Compensation Insurance as required by applicable Texas law for all of the Consultant's employees to be engaged in work under this Agreement. The Consultant shall provide the following endorsement:

"The policy is endorsed to provide that insurer waives any right of subrogation it may acquire against the Owner, its partners, agents and employees by reason of any payment made on or account of injury, including death resulting therefrom, sustained by any employee of the insured."

5.1.2 COMMERCIAL LIABILITY, PROPERTY DAMAGE LIABILITY AND AUTOMOBILE LIABILITY INSURANCE. The Consultant shall procure and shall maintain during the life of this Agreement such Commercial General Liability, Property Damage Liability and Automobile Liability Insurance as shall protect the Consultant and the Consultant's employees performing work covered by this Agreement from claims for damages for personal injury, including accidental death, as well as from claims for property damages, which may arise from operations under this contract, whether such operations be by the Consultant or by anyone directly or indirectly employed by the Consultant. The minimum limits of liability and coverages shall be as follows:

- a) **COMMERCIAL GENERAL LIABILITY**
Personal Injury or Death
\$500,000.00 for one person or occurrence
\$1,000,000.00 for two or more persons or occurrences
- Property Damage**
\$500,000.00 per occurrence
- General Aggregate**
\$1,000,000.00

CITY CLERK DEPT.

10 AUG 19 PM 5:21

b) **AUTOMOBILE LIABILITY**
Combined Single Limit
\$1,000,000.00 per accident

5.1.3 PROFESSIONAL LIABILITY INSURANCE. The Consultant shall procure and shall maintain, at the Consultant's sole expense, Professional Liability Insurance for the benefit of the Owner to cover the errors and omissions of the Consultant, its principals or officers, agents or employees in the performance of this Agreement with a limit of ONE MILLION AND 00/100 DOLLARS (\$1,000,000.00) on a claims made basis.

5.1.4 OWNER AS ADDITIONAL INSURED. The Owner shall be named as an Additional Insured on all of the Consultant's Insurance Policies, with the exception of Workers' Compensation and Professional Liability Insurance required by this Contract.

5.1.5 PROOF OF INSURANCE. The Consultant shall furnish the City Engineer with certificates showing the type of insurance coverages, limits on each insurance policy, class of operations covered under each insurance policy, effective dates and expiration dates of policies, insurance companies providing the insurance coverages, name of agent/broker and include confirmation of any endorsement(s) required in this agreement.

5.1.6 GENERAL INSURANCE PROVISIONS. All certificates required herein shall be attached hereto and incorporated for all purposes as **Attachment "E"**. All certificates shall also include the name of the project on the corresponding insurance certificate. Further, each certificate shall contain the following statement:

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

5.2 INDEMNIFICATION. To the fullest extent permitted by law, Consultant shall indemnify and hold harmless Owner, and Owner's officers, directors, partners, agents consultants, and employees from and against any claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court, arbitration, or other dispute resolution costs) arising out of or relating to the Project, provided that any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), but only to the extent caused by any negligent act or omission of Consultant or Consultant's officers, directors, partners, agents, consultants or employees. This indemnification provision is subject to and limited by the provisions agreed to by Owner and Consultant, as noted below. The Consultant shall not be responsible for any acts of any of the City's Independent Project Managers.

To the extent allowed by state law, the Owner will be responsible for its own actions.

CITY CLERK DEPT.

10 AUG 19 PM 5:21

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.

CITY CLERK DEPT.

10 AUG 19 PM 5:21

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

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

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

6.1.2 DBE GOOD FAITH EFFORTS. The requirements of 49 CFR Part 26, regulations of the U.S. DOT, applies to this contract. It is the policy of the Owner to practice nondiscrimination based on race, color, sex or national origin in the award of performance of this contract. All firms qualifying under this solicitation are encouraged to submit proposals. Award of this contract will be conditioned upon satisfying the requirements of this proposal. These requirements apply to all offerors, including those who qualify as a DBE. A DBE contract goal of 0% has been established for this contract. The offeror shall make good faith efforts, as defined in Appendix A, 40 CFR Part 26, to meet the contract goal for DBE participation in the performance of this contract.

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

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

6.2 TERMINATION FOR CANCELLATION OF GRANT.

Should this Agreement be terminated as a result of cancellation of federal funds covering this Project, the Owner shall promptly notify the Consultant of the cancellation by certified mail-return receipt requested, whereupon the Consultant shall immediately, on receipt of the letter, cease and desist from performing any other work or services hereunder. In such an event, the

CITY CLERK DEPT.

10 AUG 19 PM 5:21

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

10 AUG 19 PM 5:21

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

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

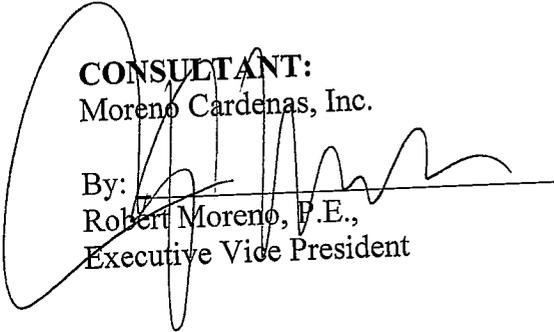
7.13 ENTIRE AGREEMENT. This Agreement, including attachments, constitutes and expresses the entire agreement between the parties and supersedes all prior negotiations, representations or agreements, whether written or oral. This Agreement shall not be amended or modified, except by written amendment,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

WITNESS THE FOLLOWING SIGNATURES AND/OR SEALS:

CITY OF EL PASO:

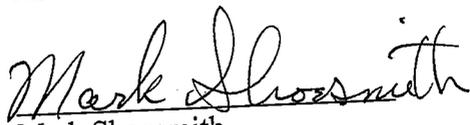
Joyce Wilson, City Manager

CONSULTANT:
Moreno Cardenas, Inc.

By: 

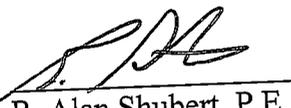
Robert Moreno, P.E.,
Executive Vice President

APPROVED AS TO FORM:



Mark Shoosmith
Assistant City Attorney

APPROVED AS TO CONTENT:



R. Alan Shubert, P.E.
City Engineer

(Acknowledgements on following page)

CITY CLERK DEPT.
10 AUG 19 PM 5:20

ACKNOWLEDGEMENTS

THE STATE OF TEXAS §
 §
COUNTY OF EL PASO §

This instrument was acknowledged before me on this _____ day of _____, 2010,
by Joyce A. Wilson, as City Manager of the City of El Paso, Texas.

Notary Public, State of Texas

My commission expires:

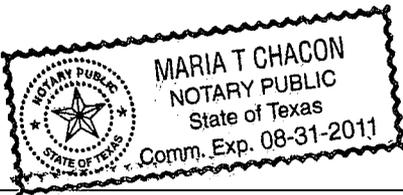
THE STATE OF TEXAS §
 §
COUNTY OF EL PASO §

This instrument was acknowledged before me on this 23rd day of August, 2010,
by Roberto Moreno, P.E., as Executive Vice President of Moreno Cardenas, Inc.

Maria T. Chacon
Notary Public, State of Texas

My commission expires:

Aug. 31, 2011



CITY CLERK DEPT.

10 AUG 19 PM 5:21

**PROJECT SCOPE AND
CONSULTANT'S SCOPE OF SERVICES**

TITLE: MCCOMBS LANDFILL MSW-729A CELL CONSTRUCTION AND
SITE DEVELOPMENT IMPROVEMENTS

LOCATION: MCCOMBS LANDFILL
El Paso, Texas

CONSTRUCTION BUDGET: TO BE DETERMINED

1.0 GENERAL DESCRIPTION:

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

1.1 New Landfill Cell B

Prepare engineering drawings, technical specifications, cost estimates, topographic mapping, bidding and construction administration for the completion of landfill cell area and other site development improvements at the McCombs Landfill. This includes but is not limited to excavation requirements, prepared subgrade, alternate liner system components (soil liner and 60 mil HDPE geomembrane liner), leachate collection and drainage system, drainage, berms, ramps, and permanent markers.

Provide the required Geomembrane Liner Evaluation Report (GLER) and the Soil Liner Evaluation Report (SLER). Size of cell area is estimated to be approximately 22 acres.

1.2 Site Development Improvements

Prepare plans, specifications, cost estimates and provide construction administration for the following:

1.2.1 Public Drop-Off Site

1.2.2 Improved entrance access from McCombs Road and improved existing internal road from entrance to Cell B

1.2.3 New scale facility including:

- Scale house building with canopies (approx. 1,700 sf with two office rooms, two bath rooms, one employee break room)
- 2 inbound and 1 outbound 70 foot scales
- Automatic vehicle identification system



CITY CLERK DEPT.

10 AUG 19 PM 5:21

- Potable water system (2,500 gallon storage capacity)
 - Septic system
 - Emergency generator for back up power
 - CCTV Surveillance System
- 1.2.4 New equipment prefab metal maintenance building, approx. 40' x 60' with two equipment bays
- 1.2.5 Perimeter netting along north and east site boundaries and including additive alternate along west and south site boundaries
- 1.2.6 Above ground fuel storage tank (5,000 gallon) with secondary containment and dispensing station
- 1.2.7 Utility improvements associated with these Site Development improvements
- 1.2.8 The Scale House, Equipment Maintenance Building, and Public Drop-Off Site to be located in an area approximately 300' x 300' at the entrance to the facility. Prepare an alternative layout(s) for locating these facilities in the PSB property along the northside of Stan Roberts between McCombs Road and the existing entrance to the facility

1.3 Mapping

Prepare topographic mapping of the project area at a scale of 1"= 100 and contour intervals at every foot. All documents will include but not limited to: maps, drawings, reports, surveys, studies, etc. shall be placed on CD ROM (minimum of 2 copies). The 2002 Boundary and Topographic Survey of a Portion of Section 6, Block 80, Township 1, T. & P. R.R. Surveys El Paso County, Texas and Grid (the 2002 Survey and Grid) will be used as a reference for preparing new mapping for the project.

1.4 Regulatory Approval

Coordinate with the Texas Commission on Environmental Quality (TCEQ) and obtain approval for constructed liner systems and any required permit modifications to current site development plan associated with the proposed site development improvements. Additional regulatory requirements determined by TCEQ will be negotiated under separate task order(s). Schedule to be determined in accordance with TCEQ and Owner requirements.

The following Scope of Services is based on federal, state, and local regulatory requirements at the time of its preparation.

1.5 Plans, Specifications and Estimates

Prepare engineering drawings and specifications for the construction of the new landfill cell and site development improvements including but not limited to: cover sheet, general notes and legend, site controls, grading plans (All final grading plans to show grid marker stations numbers and contractor to install physical grid



CITY CLERK DEPT.

10 AUG 19 PM 5:22

markers), drainage plans, liner placement plan, liner and leachate collection system details, site details, cross sections, site improvement and building plans and details, and storm water pollution prevention plans. Prepare an opinion of probable construction cost with a detailed breakdown of material quantities, unit cost and totals. Prepare bid package consisting of drawings, technical specifications, general conditions, construction contract, bid form and scope of work.

1.6 Construction Administration

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

1.7 GLER and SLER

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

2.0 SERVICES REQUIRED:

2.1 Project Management

The Consultant shall assign a professional engineer licensed to practice in the State of Texas to serve as Project Manager and administer the Consultant's design and construction services for the project. The Project Manager will be the primary contact between the Owner's Project Manager and the Consultant's Team, TCEQ, and other entities with jurisdiction over approval of the project. The Project Manager will conduct periodic progress meetings during design of the project and submit monthly reports to the Owner.

Perform detail checks and independent technical reviews (ITR) at project preliminary and final design milestones.



2.2 Permit Modification

Meet with Owner to define the proposed changes to the Permit MSW-729A including updated waste information, cell improvements, and site improvements. Discuss impacts of the proposed changes and develop permit modification strategy. Arrange for and meet with TCEQ to discuss the project and determine regulatory and approval requirements for the project.

Pursuant to TAC 30 Chapter 330 Subchapter B, prepare Site Development Plan information associated with the project in an Application for Permit Modification.

2.3 Design

The Consultant will develop design for the project to conform to TCEQ requirements and Owner requirements for the project and shall be performed in three phases: preliminary, pre-final, and final.

The Consultant will prepare Contract Documents for the construction of the Cell B including infrastructure and support facilities. The Contract Documents will include design and construction plans and technical specifications for the following facilities.

Cell B

- Survey Controls & Landfill Grid
- Cell Subgrade Controls and Grading
- Liner and Leachate Controls
- Final Cover Grading
- Liner and Leachate Collection Details
- Landfill Markers
- Drainage Appurtenances
- Erosion Controls

Site Improvements

- Access Road (from McCombs Road to Facility Entrance)
- Internal Road (from Scale House to Cell B)
- Scale House
- Public Drop-Off Site
- Equipment Maintenance Building
- Fuel Storage Tank
- Perimeter Netting

Plan, cross section, and detail drawings, and technical specifications will be prepared for the components identified above. The drawings and specifications



CITY CLERK DEPT.

10 AUG 19 PM 5:22

will address architectural, structural, HVAC, plumbing, mechanical, electrical, and instrumentation and control requirements for construction of the listed components.

The Consultant will develop an opinion of probable construction cost for Cell expansion and the infrastructure and support facilities based on the Contract Documents. The opinion of probable construction cost will be summarized in the same format as the Bid form.

2.4 Planning

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

2.5 Soils Investigation

The Consultant shall provide a subsurface soil investigation study for the project and should be submitted to the Owner for review. Log boring information will be shown on construction documents with appropriate notes and disclaimers.

The Consultant will perform the number of borings to the depths shown in the following table.

Schedule of Test Borings

Feature	Number of Borings	Proposed Boring Depth (feet)
New Access Road/Deceleration Lane	4	10
Scale and Scale House	2	25
Equipment Structure	2	15
Fuel Storage Tank	2	25
Public Drop-Off Site	2	20

New test borings under the area of Cell B are excluded. The Consultant will use previous available soils boring log information for the design of Cell B.

2.6 Design Analysis

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

2.7 ADA Compliance and Requirements

If applicable, the Consultant shall include the services of an ADA consultant certified to perform plan review and inspections for ADA, T.A.S, and Texas



Department of Licensing and Regulation requirements. The Consultant shall provide a complete service for items listed on the scope of work.

2.8 Surveys

The Consultant shall provide topographic and horizontal surveys for this project.

The new topographic survey will encompass the proposed Cell B, entrance road, and site improvement areas only and will exclude any kind of property/boundary surveys. Topographic survey to include location and description of all observable evidence of above-ground improvements, location and description of all observable evidence of above-ground easements, spot elevations and a survey plat in both hard-copy and AutoCAD-compatible digital format.

Conduct construction surveys including test locations and as-built elevations of alternate liner system as required by TCEQ. Construction monitoring services, including spot field verification of the initial site excavation, field location of soil testing sites, field spot elevations of liner, clay lifts and final cell layer, and final as-built drawings, up to a maximum of 120 survey crew hours.

2.9 Environmental Services Review

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

2.10 Storm Water Pollution Prevention Plan

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

2.11 Utility Services

The Consultant shall prepare construction documents for potable water and septic systems for the new Scale House.

CITY CLERK DEPT.

10 AUG 19 PM 5:22



2.12 Utility Coordination

The Consultant shall be responsible to coordinate design efforts with all affected utility companies. The purpose is to minimize utility relocation without compromising design standards. The Consultant shall be responsible to obtain all available horizontal and vertical information on utility lines, valves, covers, manholes, etc. from the different utility companies during the preliminary design phase. These existing utility structures shall be shown on the preliminary design plan submittal. The Consultant shall meet with all affected utility companies to discuss proposed design. Based on these coordination meetings and correspondence that is sent between both the consultant and utility companies the need and extent of relocation shall be determined. If a dispute arises the consultant shall immediately setup a meeting between the City of El Paso Project Manager and the utility company to resolve the dispute. The Consultant in behalf of the City of El Paso shall request from utility companies that they prepare designs and relocate all lines that conflict with new improvements. However each utility company can request that the City of El Paso include as part of the project bid package the relocation of their utility lines provided that the utility company sign an agreement with the City and funding is provided. The Consultant shall coordinate this effort with the utility companies and advise them of the City of El Paso policy to minimize pavement cuts on new roadways. All correspondence and meeting minutes shall be submitted to the City of El Paso when each phase is due. Construction documents shall clearly show all existing and proposed utility lines and utility company contacts. All documents and coordination efforts by the Consultant shall be complete by or before the final design phase due date. The Consultant shall submit all utility clearance letters from each of utility company by or before the project is advertised for bid.

CITY CLERK DEPT.

10 AUG 19 PM 5:22

2.13 Construction Sequencing Plan

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

2.14 Construction Schedule

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



2.15 Bidding

- 2.15.1 Upon completion of final design, the Consultant will provide the following assistance to the Owner's Purchasing Department during the bidding process.
- 2.15.2 The Consultant will coordinate with the Owner's Purchasing Department to prepare required number of copies of the construction plans and contract documents for prospective bidders.
- 2.15.3 The Consultant will attend and coordinate with the Owner's Purchasing Department to conduct a Pre-bid conference to meet with prospective bidders and discuss the proposed construction project. The Consultant will conduct the meeting and address questions regarding the proposed construction project. The Consultant will prepare Pre-Bid conference Meeting Minutes documenting the discussion at the meeting and providing written answers to questions raised by prospective bidders during the meeting. Copies of the meeting minutes will be distributed to all conference attendees, and Owner.
- 2.15.4 The Consultant will answer question from bidders, provide written clarifications, and issue addenda, as required, during the advertisement period.
- 2.15.5 The Consultant will coordinate with the Owner to receive a copy of all bid documents, and perform a bid evaluation for the landfill expansion project. This bid evaluation will include a tabulation of bids, plus a review of the bid package from the three lowest responsible bidders. The review of the three lowest responsible bids will include an inspection of the bid package for completeness, errors and omissions, evaluation of the listed experience on similar projects, evaluation of other submitted data, and review of the references. The Consultant will prepare a letter of recommendation of Contract Award and submit to the Owner.

2.16 Construction

The Consultant will provide engineering services during construction including all of the following activities:

- 2.16.1 The Consultant will act as the Owner's representative providing engineering, contract management, and administrative services required for the construction project during the overall construction period. As the Owner's representative, the Consultant will:
- Coordinate communications between the Contractor and the Owner
 - Administer the construction contract, responding to Contractor's correspondence, and issuing instructions from the Owner

CITY CLERK DEPT.

10 AUG 19 PM 5:22



CITY CLERK DEPT.

10 AUG 19 PM 5:22

- Coordinate Contractor's interactions with the Owner's Solid Waste Operations
 - Notify regulatory agencies in writing at start of construction and when periodic milestones site reviews need to be scheduled
- 2.16.2** The Consultant will schedule, attend and conduct a Pre-construction conference with the Owner selected Contractor.
- 2.16.3** The Consultant will review shop drawings submitted by the Contractor
- 2.16.4** The Consultant will make periodic site visits at various stages of construction to observe the overall progress and quality of the executed work of the Contractor.
- 2.16.5** The Consultant will provide general technical information and additional data or drawings to the Contractor to resolve unforeseen conditions encountered during construction, provide clarifications and interpretations of the Contract Documents, and respond to Contractor requests for information.
- 2.16.6** The Consultant will conduct bi-weekly construction progress meetings with the Contractor and Owner representatives to review Contractor's work progress and scheduled activities, coordination with Owner's Solid Waste Operations staff, and discuss and resolve of construction related issues.
- 2.16.7** The Consultant will provide full time Resident Project Representation (RPR) during construction to observe the Contractor's construction and to verify that the construction of the Project(s) is completed in accordance with the approved plans and specifications.
- 2.16.8** Based on the Consultant's on-site observations, periodic progress meetings, and information provided by the RPR, the Consultant will review monthly applications for payment including accompanying data and schedules, and recommend to the Owner, in writing, payments to the Contractor.
- 2.16.9** The Consultant will provide services in connection with change orders to the construction contract to reflect changes or deletions requested by the Owner or Contractor. The Consultant will prepare change order forms and make revisions to the Drawings or Specifications as necessary.
- 2.16.10** The Consultant will conduct substantial completion inspections for each specified construction phase to determine if the specified component is substantially complete, and a comprehensive final inspection at the end of the construction project to determine if the overall project is complete in accordance with the requirements of the Contract Documents.
- 2.16.11** The Consultant will obtain redlined drawings from the Contractor (and the Contractor's licensed surveyor) and prepare record drawings based on the information received from the Contractor and Surveyor.
- 2.16.12** The Consultant will provide the services of a materials testing laboratory to perform field and laboratory materials testing, monitor of quality assurance quality control, and document geomembrane installation. The results of the Construction Quality Assurance Testing will be documented in a construction Quality Assurance Report to be submitted



to TCEQ along with other requirements for the Certification of completion of Construction Subtask Deliverables.

2.16.13 The Consultant will compile construction data, Record Drawings, and Construction Quality Assurance Report, and prepare Certifications of Construction completion as required by applicable permits. Consultant will respond to agency requests for additional information to obtain the Certifications of Completion.

3.0 PRODUCTS REQUIRED:

3.1 Permit Modification

Upon completion of a draft Permit Modification application package, the consultant shall submit three (3) copies of the application and technical documents for review and approval of Owner. The Consultant shall submit four copies, initially, to TCEQ. The Consultant will provide Owner the application documents in electronic media compatible with Adobe Acrobat (*.PDF) archiving computer software. Additional copies required by the Executive Director of TCEQ will be provided by the Consultant.

3.2 Drawings

3.2.1 Preliminary Design

Upon the completion preliminary design phase, the designer shall submit five (5) copies of the preliminary design documents and cost estimates for approval. The consultant shall submit separate copies to TCEQ. The amount and size of copies to TCEQ shall be according to TCEQ requirements. If the Owner does not approve the preliminary design documents, the designer shall furnish five (5) copies of the resubmitted design documents.

3.2.2 Final Design

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

Upon the approval of the final design documents, the Consultant will furnish the Owner thirty (30) copies of the final design documents and specifications for bidding.

CITY CLERK DEPT.

10 AUG 19 PM 5:22



3.3 Specifications

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

3.4 Cost Estimates

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

3.5 Design Analysis Calculations

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

3.6 Reproduction

The Consultant shall be responsible to provide all reproduction for documents related to the Permit Modification services.

The City will provide a Purchase Order for the reproduction of all design submittals (preliminary, pre-final, and final), code review, bidding, and record drawings. The Consultant shall be responsible to coordinate all printing for the different phases and for code review requirements.

3.7 Bidding

- 3.7.1 The Consultant will prepare Pre-Bid Conference Meeting Minutes and distribute copies to all conference attendees and plan holders.
- 3.7.2 The Consultant will prepare written responses to questions and written clarification as needed during the bidding period and addenda during the bid advertisement period.
- 3.7.3 The Consultant will prepare a letter of recommendation of Contract Award and submit to the Owner.

CITY CLERK DEPT.
10 AUG 19 PM 5:22



3.8 Construction

The Consultant will prepare minutes of the Pre-construction meeting and distribute copies to Owner and all attendees. The Consultant will provide copies to Owner of field reports and progress meeting minutes, change order forms and related supporting documents, and substantial and final completion certificates. The Consultant will provide the required copies of the Construction Quality Assurance Testing Report for TCEQ review and approval. The Consultant will provide reproducible copies of construction documents and Record Drawings.

4.0 GENERAL REQUIREMENTS AND CRITERIA:

- 4.1 Design must meet all applicable City Codes and Ordinances.
- 4.2 Design must comply with Engineering Department Guidelines.
- 4.3 Design must comply with all local, state and federal laws and regulations, including but not limited to the Americans with Disabilities Act.
- 4.4 The designer shall be responsible to take meeting minutes during all design phase meetings. The designer shall send all meeting minutes to all attendees for review and confirmation. All attendees shall have five working days to confirm minutes before they become final.
- 4.5 The designer shall submit all redlines to the Owner when plans are plan submittals are due.

5.0 OTHER CONSIDERATIONS:

- 5.1 Work to be coordinated with the Environmental Services Department
- 5.2 Design shall follow City of El Paso Information Services and Communication Department requirements for computer and telephone systems, if applicable.

6.0 PROJECT SCHEDULE:

The Consultant will develop a project schedule describing permit and design phases along with Owner review periods and milestone submittals and submit to Owner for approval.

7.0 EXCLUSIONS:

The Consultant's engineering and consulting services exclude any kind of services related to the following:

ATTACHMENT A



- Conceptual Plan for Landfill Gas (LFG) Control System
- Evaluation of Alternate Liner System (with GCLER)
- Groundwater Monitoring System
- Environmental (Ecological and Archeological) permits
- Public Involvement/Notifications
- Traffic Control Plans
- Permit Modifications or Amendments (related to changes outside this project scope)
- Testing related to the Analysis of Existing Soils and/or Materials Stockpiles for Adequacy of Use as Alternate Liner System material
- Services related to changes in federal, state and local regulatory requirements after the date of this Scope of Services
- The maintenance building will be a pre-engineered building for vehicle maintenance only. Scope of services excludes design related to office, bathroom or living spaces; and associated plumbing
- Fire life safety plan

CITY CLERK DEPT.
10 AUG 19 PM 5:22

ATTACHMENT A

Moreno Cardenas Inc.
McCombs Landfill MSW-729A Cell Construction and Site Development Improvements
Design, Bidding, and Construction Services Fee Summary

Design Services Fee:	\$487,407.16
Bidding Services Fee:	\$16,673.02
Construction Services Fee:	\$245,714.48
Total:	\$749,794.66

CITY CLERK DEPT.
10 AUG 19 PM 5:22

ATTACHMENT A

Moreno Cardenas Inc.
McCombs Landfill MSW-729A Cell Construction and Site Development Improvements
Design Services Fee

TASK	Refer to Consultant's Scope of Services for Detailed Description of Tasks	Sr. Project Manager		Eng V		Eng III		Designer		CADD		Admin		TOTAL	
		Hours	\$61.36	Hours	\$39.03	Hours	\$25.22	Hours	\$25.15	Hours	\$18.00	Hours	\$18.28	Hours	Salary
1.0 - GENERAL DESCRIPTION															
1.1 - Contract Administration															
2.0 - SERVICES REQUIRED															
2.1 - Project Management															
2.1.1 Contract administration															
2.1.2 Initiation and review meetings with Environmental Services staff; prepare meeting minutes (4)		8	\$490.88	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	8	\$146.24	16	\$607.12
2.1.3 Conduct progress meetings with team members (8)		8	\$490.88	8	\$312.64	0	\$0.00	0	\$0.00	0	\$0.00	8	\$146.24	24	\$949.76
2.1.4 Prepare monthly progress reports and invoices (14)		18	\$981.76	32	\$1,250.56	0	\$0.00	0	\$0.00	0	\$0.00	14	\$255.92	54	\$2,153.12
2.1.5 Agency coordination		20	\$1,227.20	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	8	\$146.24	28	\$1,011.20
2.1.6 Prepare detail checks and independent technical reviews (4)		64	\$3,924.64	24	\$937.92	0	\$0.00	0	\$0.00	0	\$0.00	64	\$981.12	92	\$3,544.80
2.1 - Subtotal		136	\$8,344.96	84	\$3,282.12	0	\$0.00	0	\$0.00	0	\$0.00	64	\$981.12	164	\$6,008.20
2.2 - Permit Modification															
2.2.1 Meet with Owner to define strategy and proposed changes to Permit MSW729A		8	\$490.88	8	\$312.64	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	16	\$603.52
2.2.2 Meetings with TCEQ to determine regulatory requirements (2 meetings)		20	\$1,227.20	10	\$390.60	0	\$0.00	0	\$0.00	80	\$1,440.00	40	\$731.20	270	\$1,081.52
2.2.3 Prepare Application for Permit Modification including proposed changes to Site Development Plan		40	\$2,454.40	48	\$1,875.84	64	\$1,614.08	0	\$0.00	80	\$1,440.00	40	\$731.20	318	\$1,237.08
2.2 - Subtotal		68	\$4,172.48	66	\$2,579.08	64	\$1,614.08	0	\$0.00	80	\$1,440.00	40	\$731.20	258	\$1,022.80
2.3 - Design															
2.3.1 Design phase submittal packaging (preliminary, pre-final, and final)		20	\$1,227.20	40	\$1,563.20	0	\$0.00	40	\$1,006.00	40	\$720.00	6	\$109.68	146	\$5,626.08
2.3.2 Prepare following civil engineering drawings for the construction of the Cell B:															
- Cover/Grading of Shafts/General Notes		1	\$61.36	4	\$156.32	4	\$100.88	0	\$0.00	20	\$360.00	0	\$0.00	29	\$978.56
- Survey Control Plan W/Landfill Grid		1	\$61.36	2	\$78.16	2	\$90.44	0	\$0.00	24	\$432.00	0	\$0.00	29	\$978.56
- Subgrade Control Cell B		3	\$184.08	24	\$968.64	24	\$968.64	72	\$1,810.80	0	\$0.00	0	\$0.00	120	\$4,812.96
- Lines and Leachate Control Plan Cell B		3	\$184.08	12	\$488.16	24	\$968.64	72	\$1,810.80	0	\$0.00	0	\$0.00	111	\$3,669.12
- Final Cover Grading Plan Cell B		3	\$184.08	12	\$488.16	24	\$968.64	72	\$1,810.80	0	\$0.00	0	\$0.00	111	\$3,669.12
- Leachate Piping and Details		2	\$122.72	16	\$652.32	40	\$1,609.60	0	\$0.00	24	\$432.00	0	\$0.00	45	\$1,653.20
- Miscellaneous Details		2	\$122.72	4	\$156.32	16	\$652.32	0	\$0.00	24	\$432.00	0	\$0.00	35	\$1,373.28
- Cross Sections		1	\$61.36	2	\$78.16	8	\$301.76	0	\$0.00	24	\$432.00	0	\$0.00	35	\$1,373.28
- Landfill Marker Location Plan		1	\$61.36	2	\$78.16	8	\$301.76	0	\$0.00	24	\$432.00	0	\$0.00	35	\$1,373.28
- Erosion Control Plan		4	\$245.44	8	\$312.64	37	\$1,483.32	0	\$0.00	48	\$864.00	0	\$0.00	93	\$3,689.44
- Roadway Plan and Profiles		2	\$122.72	8	\$312.64	8	\$301.76	0	\$0.00	48	\$864.00	0	\$0.00	66	\$2,702.72
- Roadway Sections		1	\$61.36	2	\$78.16	2	\$90.44	0	\$0.00	24	\$432.00	0	\$0.00	29	\$978.56
- Scale House/Equipment Maintenance Building/Storage Tanks Site Plan		1	\$61.36	2	\$78.16	8	\$301.76	0	\$0.00	24	\$432.00	0	\$0.00	35	\$1,373.28
- Scale House/Equipment Maintenance Building/Storage Tanks Grading and Drainage		1	\$61.36	2	\$78.16	8	\$301.76	0	\$0.00	24	\$432.00	0	\$0.00	35	\$1,373.28
- Scale Equipment		2	\$122.72	8	\$312.64	12	\$488.16	0	\$0.00	40	\$720.00	0	\$0.00	64	\$2,533.52
- Equipment Maintenance Building		4	\$245.44	8	\$312.64	12	\$488.16	0	\$0.00	40	\$720.00	0	\$0.00	64	\$2,533.52
- Storage Tank		4	\$245.44	8	\$312.64	12	\$488.16	0	\$0.00	40	\$720.00	0	\$0.00	64	\$2,533.52
- Public Drop-Off Site Layout		1	\$61.36	2	\$78.16	8	\$301.76	0	\$0.00	24	\$432.00	0	\$0.00	35	\$1,373.28
- Public Drop-Off Site Grading and Drainage		1	\$61.36	2	\$78.16	8	\$301.76	0	\$0.00	24	\$432.00	0	\$0.00	35	\$1,373.28
- Public Drop-Off Site Details		2	\$122.72	8	\$312.64	12	\$488.16	0	\$0.00	40	\$720.00	0	\$0.00	64	\$2,533.52
- McCombs Road Improvements (Plan & Profile/Drainage)		2	\$122.72	16	\$652.32	37	\$1,483.32	0	\$0.00	60	\$1,080.00	0	\$0.00	115	\$4,548.36
- Entrance Road Improvements (Plan & Profile/Drainage)		3	\$184.08	6	\$245.44	24	\$968.64	0	\$0.00	24	\$432.00	0	\$0.00	39	\$1,529.52
- McCombs Road and Entrance Road Cross Sections		1	\$61.36	2	\$78.16	8	\$301.76	0	\$0.00	24	\$432.00	0	\$0.00	35	\$1,373.28
- McCombs Road and Entrance Road Details		1	\$61.36	2	\$78.16	8	\$301.76	0	\$0.00	24	\$432.00	0	\$0.00	35	\$1,373.28
- Personnel Netting Plan		2	\$122.72	8	\$312.64	12	\$488.16	0	\$0.00	40	\$720.00	0	\$0.00	64	\$2,533.52
- Personnel Netting Details		24	\$1,472.64	12	\$488.16	0	\$0.00	0	\$0.00	40	\$720.00	40	\$731.20	120	\$4,684.00
2.3.3 Prepare technical specifications for site-civil work items		16	\$981.76	40	\$1,563.20	446	\$11,248.12	672	\$16,908.80	644	\$9,792.00	30	\$548.40	2,158	\$8,320.92
2.3.4 Prepare an opinion of probable construction cost at each design phase of Project		12	\$736.32	436	\$17,018.88	446	\$11,248.12	672	\$16,908.80	644	\$9,792.00	30	\$548.40	2,158	\$8,320.92
2.3 - Subtotal		61	\$3,782.72	436	\$17,018.88	446	\$11,248.12	672	\$16,908.80	644	\$9,792.00	30	\$548.40	2,158	\$8,320.92
2.4 - Planning															
2.4.1 Prepare project schedule for TCEQ submittal, review, and approval		4	\$245.44	8	\$312.64	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	12	\$558.08
2.4 - Subtotal		4	\$245.44	8	\$312.64	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	12	\$558.08
2.5 - Soils Investigation															
2.5.1 Incorporate information from soils boring logs into drawings		0	\$0.00	2	\$78.16	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	2	\$156.32
2.5 - Subtotal		0	\$0.00	2	\$78.16	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	2	\$156.32
2.6 - Design Analysis															
2.6.1 Perform geotech and earthwork computations		4	\$245.44	8	\$312.64	40	\$1,609.60	0	\$0.00	40	\$720.00	0	\$0.00	92	\$3,689.68
2.6.2 Perform drainage computations for Cell B and Site Development Improvements		4	\$245.44	24	\$968.64	40	\$1,609.60	0	\$0.00	40	\$720.00	0	\$0.00	108	\$4,318.12
2.6.3 Evaluate one alternative location for Scale/Maintenance Building/Public Drop-Off Site		12	\$736.32	40	\$1,563.20	104	\$2,622.88	0	\$0.00	80	\$1,440.00	0	\$0.00	236	\$9,372.00
2.6 - Subtotal		20	\$1,227.20	72	\$2,834.48	184	\$7,242.48	0	\$0.00	160	\$2,880.00	0	\$0.00	436	\$17,100.00
2.7 - ADA Compliance and Requirements															
2.7.1 Coordinate with Subconsultant		2	\$122.72	4	\$156.32	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	6	\$379.04
2.7 - Subtotal		2	\$122.72	4	\$156.32	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	6	\$379.04
2.8 - Surveying															
2.8.1 Coordinate with Subconsultant		4	\$245.44	8	\$312.64	0	\$0.00	0	\$0.00	0	\$0.00	4	\$73.12	24	\$943.84
2.8 - Subtotal		4	\$245.44	8	\$312.64	0	\$0.00	0	\$0.00	0	\$0.00	4	\$73.12	24	\$943.84
2.9 - Environmental Services Review															
2.9.1 Coordinate submittals, reviews, and approvals with Environmental Services		4	\$245.44	16	\$652.32	0	\$0.00	0	\$0.00	0	\$0.00	4	\$73.12	24	\$943.84
2.9.2 Coordinate submittals, reviews, and approvals with Building Permits and Inspections		4	\$245.44	16	\$652.32	0	\$0.00	0	\$0.00	0	\$0.00	4	\$73.12	24	\$943.84
2.9.3 Coordinate submittals, reviews, and approvals with Engineering Department (grading and drainage permit requirements)		4	\$245.44	16	\$652.32	0	\$0.00	0	\$0.00	0	\$0.00	12	\$219.36	72	\$2,811.84
2.9 - Subtotal		12	\$736.32	48	\$1,917.60	0	\$0.00	0	\$0.00	0	\$0.00	12	\$219.36	72	\$2,811.84
2.10 - Storm Water Pollution Prevention Plan															
2.10.1 Prepare a bound SWPPP report signed and sealed by an engineer (the report shall contain plans, regulations, NOI, application form, NOI, inspection logs, TPDES General Permit and BMPs)		4	\$245.44	24	\$968.64	48	\$1,917.60	0	\$0.00	40	\$720.00	20	\$365.60	136	\$5,479.52
2.10 - Subtotal		4	\$245.44	24	\$968.64	48	\$1,917.60	0	\$0.00	40	\$720.00	20	\$365.60	136	\$5,479.52
2.11 - Utility Services															
2.11.1 Potable water system for Scale House		4	\$245.44	16	\$652.32	32	\$1,268.64	40	\$1,006.00	0	\$0.00	0	\$0.00	92	\$3,689.68
2.11.1 Septic system for Scale House		4	\$245.44	16	\$652.32	32	\$1,268.64	40	\$1,006.00	0	\$0.00	0	\$0.00	92	\$3,689.68
2.11 - Subtotal		8	\$490.88	32	\$1,268.64	64	\$2,537.28	80	\$2,012.00	0	\$0.00	0	\$0.00	184	\$7,379.36
2.12 - Utility Coordination															
2.12.1 Coordinate with El Paso Electric Company		2	\$122.72	4	\$156.32	0	\$0.00	0	\$0.00	0	\$0.00	2	\$36.56	8	\$315.60
2.12.2 Coordinate with EPWA/PSB		2	\$122.72	4	\$156.32	0	\$0.00	0	\$0.00	0	\$0.00	2	\$36.56	8	\$315.60
2.12.3 Coordinate with other utility companies		2	\$122.72	4	\$156.										

ATTACHMENT A

**Moreno Cardenas Inc.
 McCombs Landfill MSW-729A Cell Construction and Site Development Improvements
 Design Services Direct Costs**

Travel:

	Qty.	Unit	Price	Amount
				\$900.00
Airtravel (Round Trips)	2	each	\$450.00	\$0.00
Lodging	0	each	\$190.00	\$220.00
Car Rental	2	each	\$110.00	\$50.00
Parking (Airport)	2	each	\$25.00	\$550.00
Mileage:	1000	miles	\$0.55	
SUBTOTAL - Travel: =				\$1,720.00

Printing and Reproduction:

	Qty.	Unit	Price	Amount
8 1/2" x 11 B/W Copies:	5000	each	\$0.20	\$1,000.00
8 1/2" x 11 Color Copies:	500	each	\$0.50	\$250.00
11 x 17 Color Copies:	500	each	\$1.19	\$595.00
Bond Paper Plot	2500	linear feet	\$2.00	\$5,000.00
Application Package	24	each	\$125.00	\$3,000.00
SUBTOTAL - Printing and Reproduction: =				\$9,845.00

Telephone, Fax and Postage:

	Qty.	Unit	Price	Amount
Overnight Mail - Letter Size	12	each	\$16.00	\$192.00
Overnight Mail - Oversized Box	12	each	\$50.00	\$600.00
SUBTOTAL - Telephone, Fax and Postage: =				\$792.00

Total Project Direct Expenses =	\$12,357.00
--	--------------------

CITY CLERK DEPT.
 10 AUG 19 PM 5:22

Moreno Cardenas Inc.
 McCombs Landfill MSW-729A Cell Construction and Site Development Improvements
 Bidding Services Fee

TASK	Sr. Project Manager		Eng V		Eng III		Designer		CADD		Admin		TOTAL	
	Hours	\$61.36	Hours	\$39.08	Hours	\$25.22		\$25.15	Hours	\$18.00	Hours	\$18.28	Hours	Salary
2.0 - SERVICES REQUIRED (Continued)														
2.15 - Bidding														
2.15.1 Provide backup information and assist Owner's Purchasing Department for advertising	2	\$122.72	8	\$312.64	0	\$0.00	0	\$0.00	8	\$144.00	2	\$36.56	20	\$615.92
2.15.2 Provide Purchasing Department with bidding documents	0	\$0.00	4	\$156.32	0	\$0.00	0	\$0.00	16	\$288.00	0	\$0.00	20	\$444.32
2.15.3 Attend Pre-bid conference (answer questions and prepare meeting minutes)	4	\$245.44	4	\$156.32	0	\$0.00	0	\$0.00	0	\$0.00	2	\$36.56	10	\$438.32
2.15.4 Issue clarifications, addenda and answer questions during bidding	8	\$490.88	8	\$312.64	0	\$0.00	8	\$201.20	24	\$432.00	8	\$146.24	56	\$1,582.96
2.15.5 Perform bid evaluation (bid tabs, review of the three lowest responsible bids)	8	\$490.88	4	\$156.32	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	12	\$647.20
2.15.6 Prepare Letter of Recommendation of Contract Award	4	\$245.44	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	2	\$36.56	6	\$282.00
2.15 - Subtotal	26	\$1,595.36	28	\$1,094.24	0	\$0.00	8	\$201.20	48	\$864.00	14	\$255.92	124	\$4,010.72
Sub-Totals	26	\$1,595.36	28	\$1,094.24	0	\$0.00	8	\$201.20	48	\$864.00	14	\$255.92	124	\$4,010.72
TOTAL SALARY COST				\$4,010.72										
PAYROLL OH (58.69%)				\$2,353.89										
G & A OH (122.50%)				\$4,913.13										
TOTAL LABOR				\$11,277.74										
TOTAL PROFIT on LABOR (10%)				\$1,127.77										
SUB-TOTAL Moreno Cardenas Inc.				\$12,405.52										
DIRECT COSTS				\$1,380.00										
SUBCONSULTANTS				\$0.00										
Robert Sempel and Associates, Inc.				\$0.00										
Professional Service Industries (PSI)				\$1,250.00										
ARTchitecture, Inc.				\$1,500.00										
CH2M HILL				\$2,750.00										
TOTAL SUBS				\$137.50										
5% on Subs				\$6,887.52										
TOTAL FEE (Time and Materials)				\$16,673.02										

ATTACHMENT A

CITY CLERK DEPT.
 10 AUG 19 PM 5:22

ATTACHMENT A

**Moreno Cardenas Inc.
McCombs Landfill MSW-729A Cell Construction and Site Development Improvements
Bidding Services Direct Costs**

Travel:

	Qty.	Unit	Price	Amount
	0	each	\$450.00	\$0.00
Airtravel (Round Trips)	0	each	\$25.00	\$0.00
Parking (Airport)	200	miles	\$0.55	\$110.00
Mileage:				
SUBTOTAL - Travel: =				\$110.00

Printing and Reproduction:

	Qty.	Unit	Price	Amount
8 1/2" x 11 B/W Copies:	1000	each	\$0.20	\$200.00
8 1/2" x 11 Color Copies:	200	each	\$0.50	\$100.00
11 x 17 Color Copies:	200	each	\$1.19	\$238.00
Bond Paper Plot	300	linear feet	\$2.00	\$600.00
Bid Documents	0	set	\$200.00	\$0.00
Report Package	0	each	\$125.00	\$0.00
SUBTOTAL - Printing and Reproduction: =				\$1,138.00

Telephone, Fax and Postage:

	Qty.	Unit	Price	Amount
Overnight Mail - Letter Size	2	shipments	\$16.00 each =	\$32.00
Overnight Mail - Oversized Box	2	shipments	\$50.00 each =	\$100.00
SUBTOTAL - Telephone, Fax and Postage: =				\$132.00

Total Project Direct Expenses =	\$1,380.00
--	-------------------

CITY CLERK DEPT.
10 AUG 19 PM 5:22

**Moreno Cardenas Inc.
McCombs Landfill MSW-729A Cell Construction and Site Development Improvements
Construction Services Direct Costs**

Travel:

	Qty.	Unit	Price	Amount
			\$450.00	\$450.00
Airtravel (Round Trips)	1	each	\$110.00	\$110.00
Car Rental	1	each	\$25.00	\$25.00
Parking (Airport)	1	each	\$0.54	\$4,455.00
Mileage:	8250	miles		
SUBTOTAL - Travel: =				\$5,040.00

Printing and Reproduction:

	Qty.	Unit	Price	Amount
			\$0.20	\$1,000.00
8 1/2" x 11 BW Copies:	5000	each	\$0.50	\$250.00
8 1/2" x 11 Color Copies:	500	each	\$1.19	\$595.00
11 x 17 Color Copies:	500	each	\$2.00	\$600.00
Bond Paper Plot	300	linear feet	\$12.50	\$0.00
Mylars	0	each	\$125.00	\$3,000.00
Report Package	24	each		
SUBTOTAL - Printing and Reproduction: =				\$5,445.00

Telephone, Fax and Postage:

	Qty.	Unit	Price	Amount
			\$16.00	\$320.00
Overnight Mail - Letter Size	20	each	\$50.00	\$1,000.00
Overnight Mail - Oversized Box	20	each	\$125.00	\$625.00
Mobile Telephone	5	month		
SUBTOTAL - Telephone, Fax and Postage: =				\$1,945.00

Total Project Direct Expenses = \$12,430.00

CITY CLERK DEPT.
10 AUG 19 PM 5:22

Robert Seipel Associates, Inc.
Professional Land Surveyors and Land Boundary Consultants
1845 Northwestern Dr., Suite C El Paso, TX 79912
PHONE 915-877-1928 FAX 915-877-2095

June 23, 2010

ROBERT R. SEIPEL, R.P.L.S.
President

Mr. Robert Moreno
Moreno Cardenas Inc.
2505 E Missouri Ave
El Paso, TX 79903-3918

CITY CLERK DEPT.
10 AUG 19 PM 5:22

Dear Robert:

Subject: McCombs Landfill

Pursuant to your request, Robert Seipel Associates, Inc. is pleased to present for your consideration the following proposal:

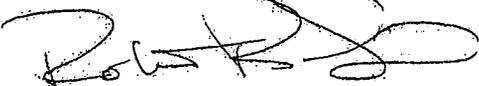
SCOPE OF SERVICES

Topographic survey of the agreed-upon portion of the above-referenced property, to include location and description of all observable evidence of above-ground improvements, location and description of all observable evidence of above-ground easements, spot elevations and a survey plat in both hard-copy and AutoCAD-compatible digital format.

Our fee for the scope as outlined above will be \$ 20,000.00. Anticipated delivery date of the completed survey will be approximately 8 weeks following receipt of your signed acceptance of this proposal, subject to adverse weather conditions or other circumstances beyond our control. Payment is expected no later than 30 days following delivery of the completed survey and all original documents generated by this office remain the property of Robert Seipel Associates, Inc.

Thank you for the opportunity to present this proposal, which remains valid for 21 days from the above date. Should you find it acceptable, please have an authorized agent of the property owner sign and date as indicated below and return a copy to our office.

Sincerely,
ROBERT SEIPEL ASSOCIATES, INC.



Robert R. Seipel, R.P.L.S.
President

Accepted by (signature):

Please print name:

Date:

RRSpG
06-23-10r01.doc

Robert Seipel Associates, Inc.
Professional Land Surveyors and Land Boundary Consultants
1845 Northwestern Dr., Suite C El Paso, TX 79912
PHONE 915-877-1928 FAX 915-877-2095

June 23, 2010

ROBERT R. SEIPEL, R.P.L.S.
President

Mr. Robert Moreno
Moreno Cardenas Inc.
2505 E Missouri Ave
El Paso, TX 79903-3918

CITY CLERK DEPT.
10 AUG 19 PM 5:22

Dear Robert:

Subject: McCombs Landfill Construction Monitoring

Pursuant to your request, Robert Seipel Associates, Inc. is pleased to present for your consideration the following proposal:

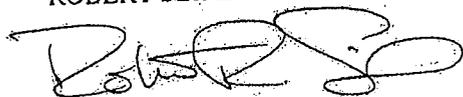
SCOPE OF SERVICES

Construction monitoring services, including spot field verification of the initial site excavation, field location of soil testing sites, field spot elevations of liner, clay lifts and final cell layer, and final as-built drawings, up to a maximum of 120 survey crew hours.

Our fee for the scope as outlined above will be \$ 15,000.00; should additional field survey services be needed, they will be invoiced according to the attached hourly rate schedule. Anticipated delivery date of the completed as-built drawings will be approximately 4 weeks following completion of construction and receipt of your signed acceptance of this proposal, subject to adverse weather conditions or other circumstances beyond our control. Payment is expected no later than 30 days following delivery of the completed survey and all original documents generated by this office remain the property of Robert Seipel Associates, Inc.

Thank you for the opportunity to present this proposal, which remains valid for 21 days from the above date. Should you find it acceptable, please have an authorized agent of the property owner sign and date as indicated below and return a copy to our office.

Sincerely,
ROBERT SEIPEL ASSOCIATES, INC.



Robert R. Seipel, R.P.L.S.
President

Accepted by (signature):

Please print name:

Date:

RRSpj
06-23-10r02.doc



Revised June 23, 2010
 Revised May 11, 2010
 May 6, 2010

Roberto Moreno, P.E.
 Moreno Cardenas, Inc.
 2505 E. Missouri Avenue
 El Paso, TX 79903

CITY CLERK DEPT.
 10 AUG 19 PM 5:22

Re: Proposal for Geotechnical Engineering Investigation
 McCombs Landfill Improvements
 El Paso, Texas
 PSI Proposal No: 635-20989 Revision 1

Dear Mr. Moreno:

Pursuant to your request, this proposal was updated to reflect a reduction of scope in accordance with a June 22, 2010 email from Mr. Roberto Moreno, P.E. of MCI. Professional Service Industries, Inc. (PSI) is pleased to submit this proposal for performance of a geotechnical engineering investigation at the site of the referenced project. The subsurface exploration would be conducted to provide information needed in the cost effective design of the proposed landfill improvements. This proposal was originally developed based on information gathered during a May 5, 2010 meeting with Mr. Roberto Moreno, P.E. with Moreno Cardenas, Inc. and available project plans as noted below.

- Boundary and Topographic Survey, DWG 2, Dated June 26, 2002, by Land-Mark Professional Surveying, Inc.
- Boundary and Topographic Survey, Sheet 1 of 2, Dated March 11, 2003, by Land-Mark Professional Surveying, Inc.
- Boundary and Topographic Survey, Sheet 2 of 2, Dated March 11, 2003, by Land-Mark Professional Surveying, Inc.
- Topographic Survey, DWG 3, Dated June 2002, by Land-Mark Professional Surveying, Inc.
- As-Built Storm Water Retention Pond "A", Dated April 2003, by Land-Mark Professional Surveying, Inc.
- As-Built Flexible Membrane Liner, Dated April 2003, by Land-Mark Professional Surveying, Inc.
- As-Built Storm Water "V" Ditch, Dated April 2003, by Land-Mark Professional Surveying, Inc.
- AS-Built Protective Cover Elevations and 6" HDPE Leachate Collection Pipe Profile, Dated April 2003, by Land-Mark Professional Surveying, Inc.

Proposed Project Description

The proposed project would be located at the northeast corner (NEC) of McCombs Road/FM

ATTACHMENT A

2529 intersecting Stan Roberts in El Paso, Texas. The landfill would service both residential and industrial refuse sectors. Limited detail regarding the proposed improvements was available at the time of this proposal preparation. This proposal should be updated upon further delineation of project plans, where required.

We understand that the project consists of multiple improvements to the existing landfill that generally consist of the following.

- New Access Road
- New Vehicle Scale and Scale House Structure
- Equipment Structure
- Fuel Storage Tank
- Citizen Collection Station
- Improvements to Existing Haul Road Extending Over Top of Existing Landfill
- Cell B (22 acres)

The access road is slated for construction at the SWC of the landfill property. We understand that the road would consist of a deceleration lane extending nearly 300 feet in length from McCombs Road to the proposed access road. The access road would be approximately 1,050 feet in length and service the proposed landfill. We estimate that the deceleration lane and access road would be constructed of either Portland cement concrete or asphaltic concrete. Traffic frequency, loading and type was unavailable at the time of this proposal preparation. Pavement structural section design would be determined on Client/Owner provided information. Traffic information should be provided prior to the commencement of this investigation.

We estimate that the scale would be nearly 150 feet in length and 10 feet wide, be constructed above grade with concrete access ramps on either side. We estimate a maximum total dead load of 100,000 pounds and live load of 72,000 pounds. We estimate that the scale could be supported by either shallow foundation system or deep foundation elements.

We estimate the scale house would be a concrete masonry unit (CMU) building supported on shallow foundation systems. We estimate maximum column loads of 25,000 pounds and exterior continuous strip/ grade beams with maximum loads of 1,500 pounds per lineal foot (plf).

The equipment storage building would be a 40 foot by 50 foot pre-engineered metal structure. We anticipate the structure would be supported by a shallow foundation system with maximum column loads of 50,000 pounds and exterior continuous strip/ grade beams with maximum loads of 1,000 pounds per lineal foot (plf).

We understand that the fueling facility would consist of a 5,000 gallon capacity storage tank that would be constructed on or above grade. We estimate the tank would have maximum diameter of 10 feet and a maximum loading of 1,000 psf.

The citizen collection station would be constructed near the scale structures. The collection station would consist of a 300 feet soil access ramp leading to a dump stations. We estimate that the soil ramp would be graded with a 10H:1V slope. The termination/dump point would be supported with a concrete retaining wall nearly 10 feet tall and estimated to be 100 feet wide. The soil road would be capped with crushed stone surface course.

CITY CLERK DEPT.
10 AUG 19 PM 5:23



The proposed landfill Cell B would be 22 acres and adjoin existing Cell A. We understand that the Owner and design team has elected to utilize an existing geotechnical report and recommendations for purposes of applying for the landfill Cell B permit.

Field Investigation

We propose to advance the number of borings to the depths shown in the following table.

Table 2: Schedule of Test Borings

Feature	Number of Borings	Proposed Boring Depth (feet)
New Access Road/Deceleration Lane	4	10
Scale and Scale House	2	25
Equipment Structure	2	15
Fuel Storage Tank	2	25
Citizen Collection Station Retaining Wall & Pvmnt.	2	20

The borings would be advanced to the referenced depths or auger refusal, whichever occurs first. Auger refusal is defined as less than 12 inches auger penetration for one minute of drilling. Ground water observations would be made while drilling and immediately following drilling. The boreholes would be backfilled with soil auger cuttings at the completion of drilling and ground water observations.

We estimate that the proposed scale could be supported by shallow or deep foundation elements and would be contingent upon subsurface conditions encountered. The proposed scale borings depth shown in Table 2 should be adequate to develop design information for either foundation type.

Hand auger borings would be performed to a depth of 1 foot below grade at four locations along the alignment of the existing haul road atop the existing landfill. Soil samples would be collected at changes to the referenced hand auger depth. Dynamic Cone Penetrations (DCP) tests would be performed to a depth of 12 inches below grade adjacent to each hand boring. The hand auger boreholes and DCP penetrations would be filled with surrounding soils and hand compacted (moisture and density testing would not be performed).

Auger boring soil samples would generally be obtained at 2.5 foot intervals to a depth of 10 feet below grade followed by 5 foot intervals thereafter to boring termination. We anticipate that split spoon sampling would be performed as granular soils, caliche and hard gravelly clays are expected. All samples would be bagged at the site to prevent loss of moisture and disturbance during transport to the laboratory.

Laboratory and Engineering

The geotechnical engineering investigation would include the following services:

- subsurface soil conditions, including depth and consistency of soil strata;
- groundwater levels as observed during field work, excluding quantitative determinations of flow or dewatering rates;
- site grading recommendations;
- suitable foundation type and depth, allowable bearing pressures, and estimated



CITY CLERK DEPT.
 10 AUG 19 PM 5:23

ATTACHMENT A

10 AUG 19 PM 5:23
CITY CLERK DEPT.

- settlements;
- recommendations for treatment and/or removal of unsuitable bearing soils, if encountered;
- slab-on-grade construction;
- suitability of on-site material for structural fill;
- seismic site class in accordance with 2006 IBC, (interpreted from results of exploratory borings within the project and estimated soil properties below the maximum boring depth to a depth of 100 feet, as permitted by Section 1613.5.5 of the IBC code, estimated soil properties would be based upon data available in published geologic reports and our experience with subsurface conditions in the general site area);
- lateral earth pressures;
- concrete and asphalt pavement structural section design;
- crushed stone haul road recommendations; and
- recommendations for engineered structural fill.

It is anticipated that laboratory testing could include the following:

• Moisture Content (ASTM D 2216)	16
• Atterberg Limits (ASTM D 4318).....	16
• Sieve Analysis (ASTM D 6913)	16
• Percent Passing The No. 200 Sieve (ASTM D 1140)	16
• California Bearing Ratio (CBR) (One Point) (ASTM D 1883)	1
• Modified Proctor (ASTM D 1557).....	1

The results of the field exploration and laboratory testing would be used in the engineering analysis and in the formulation of the recommendations. The results of the subsurface exploration, including the recommendations and the data on which they are based, will be presented in a written report prepared by a team consisting of qualified geotechnical personnel and a licensed Professional Engineer.

Fees and Schedule

It is proposed that the fee for the performance of the above outlined services be determined on a lump sum basis. The referenced services would be performed for a lump sum fee of **\$10,680.00**. It is proposed that the work be performed pursuant to PSI General Conditions. This proposal is based on providing three PE sealed and signed copies of the geotechnical engineering report addressed to the client, by regular mail. If additional copies are required, an additional fee would be charged. If additional work beyond that outlined in this proposal is desired, PSI can provide additional services on a unit price basis in accordance with the unit rates shown on the attached fee schedule. Copies of the PSI Schedule of Services and Fees and General Conditions are enclosed herewith and incorporated into this proposal. The lump sum cost assumes that boring locations are accessible to standard truck mounted drilling equipment and the client will provide permission to enter and access about the site.

The lump sum fee does not include labor and equipment fees associated with site clearing to



ATTACHMENT A

access the boring locations. Anticipated difficulties with accessing the boring locations should be brought to our attention during the proposal phase to allow for incorporation of site clearing fees.

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

PSI will contact Dig Toss for public utility clearance prior to the start of drilling activities. It is our experience that this service does not mark the locations of privately owned utilities. Nonmember and private utility lines and other subsurface appurtenances are the responsibility of the Owner or Client to be located in the field prior to our mobilization.

Assuming that the site is accessible to a standard truck mounted drilling rig, a proposed project schedule is presented in the following table.

Table 3: Estimated Project Schedule

Item/Service	Number of Days (D)/ Weeks (W)
Utility Locate/ Field Exploration Services	1.5 W
Laboratory Testing Services	2 W
Geotechnical Engineering Report	1 Week
Total Project Time	20 to 25 Working Days

PSI will proceed with the work on the basis of written authorization; please sign and return one copy of this proposal. When returning the proposal, please complete the attached Project Data Sheet so that PSI may best serve your project.

The services proposed herein are conventional in nature and do not include any special services that may lessen the risk of conditions that can contribute to moisture, mold or other microbial contaminate amplification in buildings. You may be aware that mold is abundant throughout nature and is comprised of a wide variety of microscopic fungi. Due to its nature, the potential for mold infestations cannot be completely eliminated. PSI offers a wide array of professional moisture, waterproofing, roofing and indoor air quality/mold consulting services that can help minimize the likelihood of future occurrences. PSI is interested in discussing these service options with you to suit your specific needs and project objectives. If requested, PSI will submit a proposal for these additional services under a separate cover for your review and authorization.

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

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



10 AUG 19 PM 5:23
CITY CLERK DEPT.

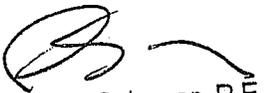
ATTACHMENT A

McCombs Landfill Improvements
Page 6 of 10
PSI Proposal No.: 635-20989 Revision 2

a cost effective and pragmatic Phase I ESA.

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

Respectfully submitted,
Professional Service Industries, Inc.


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


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

CITY CLERK DEPT.
10 AUG 19 PM 5:23

In addition to Geotechnical Engineering, PSI performs a complete range of Environmental Consulting Services and Construction Materials Testing Inspection Services. In addition to those listed above, your project can be provided with the following:

- * Environmental Site Assessments
- * Wetland Investigations
- * Construction Materials Testing
- * Asbestos Sampling & Testing
- * Roof Testing & Inspections
- * Fireproofing Inspection
- * Hydrologic/Hydraulic Engineering
- * Indoor Air Quality Studies
- * Lead Based Paint Testing
- * Floor Flatness Testing

PROPOSAL ACCEPTANCE:

AGREED TO THIS _____ DAY OF _____, 2010

SIGNATURE: _____

TYPED/PRINTED NAME: _____

TITLE: _____

FIRM: _____



ATTACHMENT A

McCombs Landfill Improvements
Page 7 of 10
PSI Proposal No.: 635-20989 Revision 2

CITY CLERK DEPT.
10 AUG 19 PM 5:24

PROJECT DATA SHEET

1. Project Name: _____

2. Project Location: _____

3. Your Job No.: _____ Purchase Order No.: _____

4. Project Manager: _____ Telephone No.: _____

5. Site Contact: _____ Fax No.: _____

6. Number and Distribution of Reports:

() Copies To: _____ () Copies To: _____

Attn: _____ Attn: _____

() Copies To: _____ () Copies To: _____

Attn: _____ Attn: _____

7. Invoicing Address: _____

Attn: _____

8. Other Pertinent Information or Previous Subsurface Information Available:



ATTACHMENT A

McCombs Landfill Improvements
 Page 8 of 10
 PSI Proposal No.: 635-20989 Revision 2

**GENERAL SCHEDULE OF SERVICES AND FEES
 CONSTRUCTION MATERIALS TESTING/GEOTECHNICAL/ENVIRONMENTAL
 Effective January 1, 2010**

10 AUG 19 01:52:21
 CITY CLERK DEPT.

Professional Services	Per Hour	\$ 175.00
Chief Engineer / Scientist.....	Per Hour	\$ 165.00
Regional / Senior Technical Engineer.....	Per Hour	\$ 107.00
Project Engineer / Scientist / Geologist.....	Per Hour	\$ 96.00
Graduate Engineer/Project manager.....	Per Hour	\$ 80.00
Staff Scientists / Geologist.....	Per Report	\$ 23.00
Project Engineer/Manager Review of Reports.....	Per Hour	\$ 58.00
Drafting.....	Per Hour	\$ 43.00
Clerical.....		
Construction Materials Testing - Laboratory Testing Service		
Concrete		
Concrete Compression Testing including hold cylinder, each.....	Per Each	\$ 16.00
Flexural Strength of Concrete Test (Beams), each.....	Per Each	\$ 43.00
Mix Design Review, each.....	Per Each	\$ 90.00
Masonry Cubes (ASTM) C270, per set of 3.....	Per Set	\$ 80.00
Masonry Grout Specimens (ASTM) C1019 set.....	Per Each	\$ 80.00
Soils		
Atterberg Limits:		
Soils, per each.....	Per Each	\$ 59.00
Soils with additive, per each.....	Per Each	\$ 64.00
Grain Size Analysis - Mechanical & hydrometer, per each.....	Per Each	\$ 160.00
Sieve Analysis, per each.....	Per Each	\$ 64.00
Material Finer than #200 Sieve, per each.....	Per Each	\$ 43.00
Moisture Content Determination, per each.....	Per Each	\$ 7.50
Specific Gravity, per each.....	Per Each	\$ 57.00
Density and Moisture Content, per each.....	Per Each	\$ 34.00
Unconfined Compressive Strength:		
Soil, per each.....	Per Each	\$ 38.00
Rock per each.....	Per Each	\$ 43.00
Moisture Density Relationship (Proctor Curve)		
ASTM D 698 (Standard), per each.....	Per Each	\$ 193.00
ASTM D 1557 (Modified), per each.....	Per Each	\$ 209.00
Sample Preparation, per hour.....	Per Hour	\$ 32.00
Triaxial Test		
Unconsolidated - Undrained, per specimen.....	Per Specimen	\$ 112.00
Unconsolidated - Undrained, Multiple Stage.....	Per Stage	\$ 455.00
Consolidated - Undrained with Pore Pressure Measurement, per specimen.....	Per Specimen	\$ 840.00
Consolidated - Undrained with Pore Pressure Measurement, Multiple Stage.....	Per Stage	\$ 1,085.00
Consolidate - Undrained with Pore Pressure Measurement, per point.....	Per Each	\$ 390.00
Consolidated Test, per each.....	Per Point	\$ 160.00
Consolidated - Drained Direct Shear, per point.....	Per Each	\$ 160.00
Percent Swell, per each.....	Per Each	\$ 390.00
California Bearing Ratio, per each.....	Per Each	\$ 1,450.00
THD Triaxial, per each.....	Per Each	\$ 145.00
Permeability Test		
Falling Head, per each.....	Per Each	\$ 455.00
Triaxial, per each.....	Per Each	\$ 187.00
pH Lime Series (ASTM C977), per sample.....	per Sample	\$ 123.00
Electrical Resistivity, THD Method, per each.....	Per Each	\$ 160.00
Asphalt		
Molding Specimens, (3 specimens), per set.....	Per Set	\$ 96.00
Density (3 specimens), per set.....	Per Set	\$ 160.00
HVEEM Stability (3 specimens), per set.....	Per Set	\$ 198.00
Extraction & Gradation, each.....	Per Each	\$ 75.00
Theoretical Specific Gravity, each.....	Per Each	
Construction Material Testing - Field testing Services		
Engineering technician: to per form field inspection of concrete, field density tests and sample pick-up per hour.....	Per Hour	\$ 46.00
Trip Charge.....	Per trip	\$ 41.00
Senior Engineering technician to monitor drilled pier operations, verify reinforcing steel placement and size, proof rolling inspection, ect., per hour.....	Per Hour	\$ 54.00
Certified Welding Inspector, per hour.....	Per Hour	\$ 128.00
Fireproofing/Roofing Inspector, per hour.....	Per Hour	\$ 75.00
Concrete/Asphalt Coring, per hour (2-man crew).....	Per Hour	\$ 107.00
Field Gradations Equipment, per test.....	Per Test	\$ 13.00
Depth Checks, each.....	Per Each	\$ 13.00
Concrete Flatness, per square foot (minimum \$800.00).....	Per Foot	\$ 0.55



**GENERAL SCHEDULE OF SERVICES AND FEES
CONSTRUCTION MATERIALS TESTING/GEOTECHNICAL/ENVIRONMENTAL**

Geotechnical - Field Services*		
Mobilization of Truck Mounted Drill unit Round Trip, per mile (minimum \$250.00).....	Per Mile	\$ 4.80
Support Services Including Such Items as Rental Equipment	Per Each	Cost + 25%
Expendable Supplies, Contract Personnel, and Permits.....	Per Day	\$ 107.00
Per Diem, Per Man, Per Day.....		
Soil Sampling Using Shelby Tubes and Split-Barrel Samplers		
Intermittent Sampling at 5 Foot Intervals.....	Per Foot	\$ 16.00
0-50 Foot Depth, Per Foot.....	Per Foot	\$ 25.00
50-100 Foot Depth, Per Foot.....		
Continuous Sampling		
0-10 Foot Depth, Per Foot.....	Per Foot	\$ 25.00
10-50 Foot Depth, Per Foot.....	Per Foot	\$ 31.00
0-50 Foot Depth, Carbide Bit, Per Foot.....	Per Foot	\$ 18.00
50-100 Foot Depth, Carbide Bit, Per Foot.....	Per Foot	\$ 25.00
50-100 Foot Depth, Carbide Bit, Per Foot.....	Per Foot	\$ 18.00
Wash Drilling or Augering without Sampling, Per Foot.....		
Rock Coring with NX Size Core Barrel		
0-50 Foot Depth, Carbide Bit, Per Foot.....	Per Foot	\$ 55.00
50-100 Foot Depth, Carbide Bit, Per Foot.....	Per Foot	\$ 62.00
Diamond Bits, If Required.....	Per Each	Cost + 25%
CME 5 Foot Continuous Sampler 0-50 Foot Depth, Per Run.....	Per Run	\$ 107.00
Stand-by or Access Time, Per Hour.....	Per Hour	\$ 133.00
Drilling with Auger Rig, Per Hour (Minimum 4 Hours).....	Per Hour	\$ 240.00
Analytical Laboratory Services		
BTEX, EPA Method SW8020 or 602, per test.....	Per Test	\$ 115.00
TPH, TX1005, per test.....	Per Test	\$ 70.00
Volatile Organics, EPA Method 8260, per test.....	Per Test	\$ 300.00
PCB Scan, SW8080 or EPA 608 Method, per test.....	Per Test	\$ 214.00
Secondary Drinking Water Standards, Various Methods.....	Per Test	\$ 1,086.00
TCLP Metals (8), Various Methods, per test.....	Per Test	\$ 262.00
PLM Bulk Sample Analysis, per test.....	Per Test	\$ 310.00
Lead Bulk Sample Analysis, per test.....	Per Test	\$ 27.00
Shipping and Other Subcontract Services, per test.....	Per Test	\$ 18.00
		Cost +25%
* Prices quoted above are for normal turn around time (10 working days)		
If rush turn around time of three (3) to five (5) days is required, a 50% to 100% surcharge is added		
Equipment		
Photoionization Detector, per day.....	Per Day	\$ 155.00
Water Level Indicator, per day.....	Per Day	\$ 38.00
Combustible Gas and Oxygen Meter, per day.....	Per Day	\$ 58.00
Nuclear Density Test Equipment, per test.....	Per Test	\$ 19.00
Temperature Conductivity Meter and pH Meter, per day.....	Per Day	\$ 80.00
Vehicle (Minimum \$25.00/trip).....	Per Mile	\$ 1.15
Computer Services, per hour.....	Per Hour	\$ 180.00
Generator, per day.....	Per Day	\$ 85.00
Steam Cleaner.....	Per Day	\$ 150.00
DOT Drums.....	Per Each	\$ 43.00
R-Meter.....	Per Day	\$ 32.00
Core Machine.....	Per Day	\$ 90.00
Core Bit Charge (Asphalt).....	Per Inch/Core	\$ 1.15
Subcontractor Services, Special Equipment.....	Per Each	Cost +25%
Commercial Transportation.....	Per Trip	Cost +25%
Photographic Services/Printing.....	Per Each	Cost +25%

Hourly work is portal to portal with a minimum of two hours per call out. Charges for services performed outside of 8:00AM to 5:00PM, over 8 hours per day and on Saturdays will be billed at 1.5 times the listed rates.

Services performed on Sundays and holidays will be performed at 2.0 times the listed rates. Scheduling of services require 24 hour notice. Expedited services will be billed 1.5 times the listed rate.

Project Manager/Engineer to schedule personnel, supervise personnel and evaluate and review reports will be invoiced at \$78.00 per hour for a minimum of 0.2 hours per report issued.

Above unit rates include up to three copies of each report distributed and mailed in accordance with your instructions, additional copies will be billed at \$1.00 per report.

The items listed above are those tests most frequently requested. Services and fees not listed will be quoted on request.



10 AUG 19 PM 5:24

GENERAL CONDITIONS

1. **PARTIES AND SCOPE OF WORK:** Professional Service Industries Inc. (hereinafter referred to as "PSI") shall include said company or its particular division, subsidiary or affiliate performing the work. "Work" means the specific geotechnical, analytical, testing or other service to be performed by PSI as set forth in PSI's proposal, Client's acceptance thereof and these General Conditions. Additional work ordered by Client shall also be subject to these General Conditions. "Client" refers to the person or business entity ordering the work to be done by PSI. If Client is ordering the work on behalf of another, Client represents and warrants that it is the duly authorized agent of said party for the purpose of ordering and directing said work. Unless otherwise stated in writing, Client assumes sole responsibility for determining whether the quantity and the nature of the work ordered by the client is adequate and sufficient for Client's intended purpose. Client shall communicate these General Conditions to each and every third party to whom Client transmits any part of PSI's work. PSI shall have no duty or obligation to any third party greater than that set forth in PSI's proposal, Client's acceptance thereof and these General Conditions. The ordering of work from PSI, or the reliance on any of PSI's work, shall constitute acceptance of the terms of PSI's proposal and these General Conditions, regardless of the terms of any subsequently issued document.
2. **TESTS AND INSPECTIONS:** Client shall cause all tests and inspections of the site, materials and work performed by PSI or others to be timely and properly performed in accordance with the plans, specifications and contract documents and PSI's recommendations. No claims for loss, damage or injury shall be brought against PSI by Client or any third party unless all tests and inspections have been so performed and unless PSI's recommendations have been followed. Client agrees to indemnify, defend and hold PSI, its officers, employees and agents harmless from any and all claims, suits, losses, costs and expenses, including, but not limited to, court costs and reasonable attorney's fees in the event that all such tests and inspections are not so performed or PSI's recommendations are not so followed except to the extent that such failure is the result of the negligence, willful or wanton act or omission of PSI, its officers, agents or employees, subject to the limitation contained in paragraph 9.
3. **SCHEDULING OF WORK:** The services set forth in PSI's proposal and Client's acceptance will be accomplished in a timely, workmanlike and professional manner by PSI personnel at the prices quoted. If PSI is required to delay commencement of the work or if, upon embarking upon its work, PSI is required to stop or interrupt the progress of its work as a result of changes in the scope of the work requested by Client, to fulfill the requirements of third parties, interruptions in the progress of construction, or other causes beyond the direct reasonable control of PSI, additional charges will be applicable and payable by Client.
4. **ACCESS TO SITE:** Client will arrange and provide such access to the site as is necessary for PSI to perform the work. PSI shall take reasonable measures and precautions to minimize damage to the site and any improvements located thereon as the result of its work or the use of its equipment; however, PSI has not included in its fee the cost of restoration of damage which may occur. If Client desires or requires PSI to restore the site to its former condition, upon written request PSI will perform such additional work as is necessary to do so and Client agrees to pay to PSI for the cost.
5. **CLIENT'S DUTY TO NOTIFY ENGINEER:** Client represents and warrants that it has advised PSI of any known or suspected hazardous materials, utility lines and pollutants at any site at which PSI is to do work hereunder, and unless PSI has assumed in writing the responsibility of locating subsurface objects, structures, lines or conduits, Client agrees to defend, indemnify and save PSI harmless from all claims, suits, losses, costs and expenses, including reasonable attorney's fees as a result of personal injury, death or property damage occurring with respect to PSI's performance of its work and resulting to or caused by contact with subsurface or latent objects, structures, lines or conduits where the actual or potential presence and location thereof were not revealed to PSI by Client.
6. **RESPONSIBILITY:** PSI's work shall not include determining, supervising or implementing the means, methods, techniques, sequences or procedures of construction. PSI shall not be responsible for evaluating, reporting or affecting job conditions concerning health, safety or welfare. PSI's work or failure to perform same shall not in any way excuse any contractor, subcontractor or supplier from performance of its work in accordance with the contract documents. PSI has no right or duty to stop the contractor's work. All drilling samples or specimens will be disposed sixty (60) days after submission of PSI's report.
7. **SAMPLE DISPOSAL:** Unless otherwise agreed in writing, test specimens or samples will be disposed immediately upon completion of the test. All drilling samples or specimens will be disposed sixty (60) days after submission of PSI's report.
8. **PAYMENT:** Client shall be invoiced once each month for work performed during the preceding period. Client agrees to pay each invoice within thirty (30) days of its receipt. Client further agrees to pay interest on all amounts invoiced and not paid or objected to for valid cause in writing within said thirty (30) day period at the rate of eighteen (18) percent per annum (or the maximum interest rate permitted under applicable law), until paid. Client agrees to pay PSI's cost of collection of all amounts due and unpaid after sixty (60) days, including court costs and reasonable attorney's fees. PSI shall not be bound by any provision or agreement requiring or providing for arbitration of disputes or controversies arising out of this agreement, any provision wherein PSI waives any rights to a mechanics' lien, or any provision conditioning PSI's right to receive payment for its work upon payment to Client by any third party. These General Conditions are notice, where required, that PSI shall file a lien whenever necessary to collect past due amounts. Failure to make payment within 30 days of invoice shall constitute a release of PSI from any and all claims which Client may have, whether in tort, contract or otherwise, and whether known or unknown at the time.
9. **WARRANTY:** PSI'S SERVICES WILL BE PERFORMED, ITS FINDINGS OBTAINED AND ITS REPORTS PREPARED IN ACCORDANCE WITH ITS PROPOSAL, CLIENT'S ACCEPTANCE THEREOF, THESE GENERAL CONDITIONS, AND WITH GENERALLY ACCEPTED PRINCIPLES AND PRACTICES. IN PERFORMING ITS PROFESSIONAL SERVICES, PSI WILL USE THAT DEGREE OF CARE AND SKILL ORDINARILY EXERCISED UNDER SIMILAR CIRCUMSTANCES BY MEMBERS OF ITS PROFESSION. THIS WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES OR REPRESENTATIONS, EITHER EXPRESS OR IMPLIED. STATEMENTS MADE IN PSI REPORTS ARE OPINIONS BASED UPON ENGINEERING JUDGMENT AND ARE NOT TO BE CONSTRUED AS REPRESENTATIONS OF FACT. SHOULD PSI OR ANY OF ITS PROFESSIONAL EMPLOYEES BE FOUND TO HAVE BEEN NEGLIGENT IN THE PERFORMANCE OF ITS WORK, OR TO HAVE MADE AND BREACHED ANY EXPRESS OR IMPLIED WARRANTY, REPRESENTATION OR CONTRACT, CLIENT, ALL PARTIES CLAIMING THROUGH CLIENT AND ALL PARTIES CLAIMING TO HAVE IN ANY WAY RELIED UPON PSI'S WORK AGREE THAT THE MAXIMUM AGGREGATE AMOUNT OF THE LIABILITY OF PSI, ITS OFFICERS, EMPLOYEES AND AGENTS SHALL BE LIMITED TO \$25,000.00 OR THE TOTAL AMOUNT OF THE FEE PAID TO PSI FOR ITS WORK PERFORMED WITH RESPECT TO THE PROJECT, WHICHEVER IS GREATER. IN THE EVENT CLIENT IS UNWILLING OR UNABLE TO LIMIT PSI'S LIABILITY IN ACCORDANCE WITH THE PROVISIONS SET FORTH IN THIS PARAGRAPH, CLIENT MAY, UPON WRITTEN REQUEST OF CLIENT RECEIVED WITHIN FIVE DAYS OF CLIENT'S ACCEPTANCE HEREOF, INCREASE THE LIMIT OF PSI'S LIABILITY TO \$250,000.00 OR THE AMOUNT OF PSI'S FEE, WHICHEVER IS THE GREATER, BY AGREEING TO PAY PSI A SUM EQUIVALENT TO AN ADDITIONAL AMOUNT OF 6% OF THE TOTAL FEE TO BE CHARGED FOR PSI'S SERVICES. THIS CHARGE IS NOT TO BE CONSTRUED AS BEING A CHARGE FOR INSURANCE OF ANY TYPE, BUT IS INCREASED CONSIDERATION FOR THE GREATER LIABILITY INVOLVED. IN ANY EVENT, ATTORNEY'S FEES EXPENDED BY PSI IN CONNECTION WITH ANY CLAIM SHALL REDUCE THE AMOUNT AVAILABLE, AND ONLY ONE SUCH AMOUNT WILL APPLY TO ANY PROJECT. NO ACTION OR CLAIM, WHETHER IN TORT, CONTRACT, OR OTHERWISE, MAY BE BROUGHT AGAINST PSI, ARISING FROM OR RELATED TO PSI'S WORK, MORE THAN TWO YEARS AFTER THE CESSATION OF PSI'S WORK HEREUNDER, REGARDLESS OF THE DATE OF DISCOVERY OF SUCH CLAIM.
10. **INDEMNITY:** Subject to the foregoing limitations, PSI agrees to indemnify and hold Client harmless from and against any and all claims, suits, costs and expenses including reasonable attorney's fees and court costs arising out of PSI's negligence to the extent of PSI's negligence. Client shall provide the same protection to the extent of its negligence. In the event that Client or Client's principal shall bring any suit, cause of action, claim or counterclaim against PSI, the party initiating such action shall pay to PSI the costs and expenses incurred by PSI to investigate, answer and defend it, including reasonable attorney's and witness fees and court costs to the extent that PSI shall prevail in such suit.
11. **TERMINATION:** This Agreement may be terminated by either party upon seven days' prior written notice. In the event of termination, PSI shall be compensated by Client for all services performed up to and including the termination date, including reimbursable expenses, and for the completion of such services and records as are necessary to place PSI's files in order and/or protect its professional reputation.
12. **EMPLOYEES/WITNESS FEES:** PSI's employees shall not be retained as expert witnesses except by separate, written agreement. Client agrees to pay PSI's legal expenses, administrative costs and fees pursuant to PSI's then current fee schedule for PSI to respond to any subpoena. Client agrees not to hire PSI's employees except through PSI. In the event Client hires a PSI employee, Client shall pay PSI an amount equal to one-half of the employee's annualized salary, as liquidated damages without PSI waving other remedies it may have.
13. **HAZARDOUS MATERIALS:** Nothing contained within this agreement shall be construed or interpreted as requiring PSI to assume the status of an owner, operator, generator, storer, transporter, treater or disposal facility as those terms appear within RCRA or within any Federal or State statute or regulation governing the generation, transportation, treatment, storage and disposal of pollutants. Client assumes full responsibility for compliance with the provisions of RCRA and any other Federal or State statute or regulation governing the handling, treatment, storage and disposal of pollutants.
14. **PROVISIONS SEVERABLE:** The parties have entered into this agreement in good faith, and it is the specific intent of the parties that the terms of these General Conditions be enforced as written. In the event any of the provisions of these General Conditions should be found to be unenforceable, it shall be stricken and the remaining provisions shall be enforceable.
15. **ENTIRE AGREEMENT:** This agreement constitutes the entire understanding of the parties, and there are no representations, warranties or undertakings made other than as set forth herein. This agreement may be amended, modified or terminated only in writing, signed by each of the parties hereto.





CITY CLERK DEPT.

10 AUG 19 PM 5:24

Revised July 1, 2010
May 7, 2010

Mr. Roberto Moreno, P.E.
Moreno Cardenas, Inc.
2505 E. Missouri Avenue
El Paso, TX 79903

Subject: Proposal for Construction Materials Testing
McCombs Landfill
El Paso, Texas
PSI Proposal No. 625-21018, R-3.

Dear Mr. Moreno:

Pursuant to your request sent via email on June 22, 2010 this proposal was revised to reflect a reduction in scope. Professional Service Industries, Inc (PSI) is pleased to submit this proposal to provide construction materials testing services at the referenced project. This proposal was developed based on a May 5, 2010 meeting between Mr. Roberto Moreno, P.E. and Mr. Mike Davis, Mr. Ryan Schaner, P.E. and Mr. Danny R. Anderson, P.E. of PSI.

We propose to perform construction materials testing on the following items; FML Conformance testing, FML Destructive Seem testing, Leachate Collection System testing, Protective Cover soil testing, engineered fill and concrete observation and testing.

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

CITY CLERK DEPT.

10 AUG 19 PM 5:24

Moreno Cardenas, Inc.
 McCombs Landfill
 PSI Proposal 625-21018, R-3
 Page 2 of 6

Table 1: Construction Materials Testing Unit Rates

Service	Quantity	Unit Rate	Totals
Landfill Cell Density Testing			
Engineering Technician (Soil) (Portal to Portal)	140	\$40.00/Hour	\$5,600.00
Nuclear Density Gauge	46	\$40.00/Day	\$1,840.00
Vehicle Trip Charge	46	\$40.00/Trip	\$1,840.00
Report Preparation and Review	46	\$19.00/Report	\$874.00
New Access Road			
Engineering Technician (Soil, Asphalt) (Portal to Portal)	44	\$40.00/Hour	\$1,760.00
Nuclear Density Gauge	11	\$40.00/Day	\$440.00
Core Drill	2	\$53.50/Day	\$107.00
Core Barrel (Asphalt)	24	\$5.00/Inch	\$120.00
Generator	2	\$77.25/Day	\$154.50
Vehicle Trip Charge	11	\$40.00/Trip	\$440.00
Report Preparation and Review	11	\$19.00/Report	\$209.00
New Vehicle Scale and Scale House			
Engineering Technician (Soil, Concrete) (Portal to Portal)	22	\$40.00/Hour	\$880.00
Graduate Engineer (Bearing Capacity Verification)	4	\$65.00/Hour	\$260.00
Nuclear Density Gauge	3	\$40.00/Day	\$120.00
Vehicle Trip Charge	5	\$40.00/Trip	\$200.00
Report Preparation and Review	5	\$19.00/Report	\$95.00
Principal Engineer	3	\$165.00/Hour	\$495.00
New Equipment Structure			
Engineering Technician (Soil, Concrete) (Portal to Portal)	22	\$40.00/Hour	\$880.00
Graduate Engineer (Bearing Capacity Verification)	4	\$65.00/Hour	\$260.00
Nuclear Density Gauge	3	\$40.00/Day	\$120.00
Vehicle Trip Charge	5	\$40.00/Trip	\$200.00
Report Preparation and Review	5	\$19.00/Report	\$95.00
Principal Engineer	3	\$165.00/Hour	\$495.00
Fuel Storage Tank			
Engineering Technician (Soil) (Portal to Portal)	15	\$40.00/Hour	\$600.00
Graduate Engineer (Bearing Capacity Verification)	4	\$65.00/Hour	\$260.00
Nuclear Density Gauge	5	\$40.00/Day	\$200.00
Vehicle Trip Charge	5	\$40.00/Trip	\$200.00
Report Preparation and Review	4	\$19.00/Report	\$76.00
Principal Engineer	3	\$165.00/Hour	\$495.00
Citizen Collection Site			
Engineering Technician (Soil, Concrete) (Portal to Portal)	24	\$40.00/Hour	\$960.00
Graduate Engineer (Bearing Capacity Verification)	4	\$65.00/Hour	\$260.00
Nuclear Density Gauge	12	\$40.00/Day	\$480.00
Vehicle Trip Charge	12	\$40.00/Trip	\$480.00
Report Preparation and Review	12	\$19.00/Report	\$228.00
Principal Engineer	3	\$165.00/Hour	\$495.00
Laboratory Testing - Soils, Concrete, Asphalt			
Laboratory Moisture Density Relationship Modified Proctor (ASTM D 1557)	8	\$180.00/Test	\$1,440.00
Laboratory Atterberg Limits (ASTM D 4318)	8	\$59.00/Test	\$472.00
Laboratory Particle Size Distribution (ASTM D 6913 & ASTM D 1140)	8	\$118.00/Test	\$944.00
Asphalt Extraction/Gradation (ASTM D 6307), (ASTM D 5444)	2	\$180.50/Test	\$361.00
Asphalt Marshall Value (ASTM D 6926), (ASTM D 6927)	2	\$153.00/Test	\$306.00
Asphalt Rice Theoretical Density (ASTM D 2041)	2	\$71.50/Test	\$143.00
Asphalt Core Density/Thickness (Set of 3)	2	\$350.00/Each	\$700.00
Concrete Compression (ASTM C 39)	52	\$17.00/Test	\$884.00
Report Preparation and Review	36	\$19.00/Report	\$684.00



ATTACHMENT A

CITY CLERK DEPT.

10 AUG 19 PM 5:24

Moreno Cardenas, Inc.
McCombs Landfill
PSI Proposal 625-21018, R-3
Page 3 of 6

FML Conformance Testing			
Engineering Technician (In-Plant Sampling)	29	\$40.00	\$1,160.00
Shipping Charges for In-Plant Samples (2 nd Day Air)	1	Lump Sum	\$2,390.00
Density (ASTM D 1505)	9	\$18.75/Each	\$168.75
Tensile Properties (ASTM D 6693)	9	\$50.00/Each	\$450.00
Carbon Content (ASTM D 1603)	9	\$26.25/Each	\$236.25
Carbon Dispersion (ASTM D 5596)	9	\$28.75/Each	\$258.75
Report Preparation and Review	9	\$19.00/Report	\$171.00
Project Manager	2	\$95.00/Hour	\$190.00
FML Destructive Saem Testing			
Peel and Shear (ASTM D 6392)	756	\$16.00/Each	\$12,096.00
Field Sampling	126	\$40.00/Hour	\$5,040.00
Report Preparation and Review	252	\$19.00/Report	\$4,788.00
Project Manager	4	\$95.00/Hour	\$380.00
Leachate Collection System Testing			
CaCo3 (ASTM D 3042)	1	\$281.25/Each	\$281.25
Gravel Gradation/Grain Size (ASTM C 136)	1	\$65.00/Each	\$65.00
Gravel Permeability (ASTM D 2434)	1	\$175.00/Each	\$175.00
GT Weight (ASTM D 5261)	2	\$18.75/Each	\$37.50
GT Grab Tensile (ASTM D 4632)	2	\$52.50/Each	\$105.00
GT Puncture (ASTM D 4633)	2	\$43.75/Each	\$87.50
GT Permittivity (ASTM D 4491)	2	\$75.00/Each	\$150.00
GN Mass/Unit Area (ASTM D 5261)	9	\$18.75/Each	\$168.75
GN Carbon Black (ASTM D 1603)	9	\$26.75/Each	\$240.75
GN Tensile (ASTM D 7179)	9	\$52.50/Each	\$472.50
GN Transmissivity - Index Test Only (ASTM D 4716)	9	\$81.25/Each	\$731.25
Density (ASTM D 1505)	4	\$12.50/Each	\$50.00
Report Preparation and Review	16	\$19.00/Report	\$304.00
Project Manager	2	\$95.00/Hour	\$190.00
Protective Cover Soil Testing			
Gradation/Wash #200 (ASTM D 6913 and ASTM D 1140)	13	\$118.00/Each	\$1,534.00
Report Preparation and Review	13	\$19.00/Report	\$247.00
Permeability (ASTM D 2434)	4	\$700.00/Each	\$2,800.00
Project Manager	1	\$95.00/Hour	\$95.00
Construction QA/QC Report			
Project Manager	6	\$95.00/Hour	\$570.00
Principal Engineer	2	\$150.00/Hour	\$300.00
Estimated Total			\$64,085.75



CITY CLERK DEPT.

10 AUG 19 PM 5:24

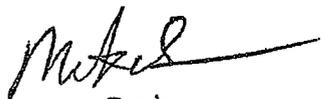
Moreno Cardenas, Inc.
McCombs Landfill
PSI Proposal 625-21018, R-3
Page 4 of 6

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

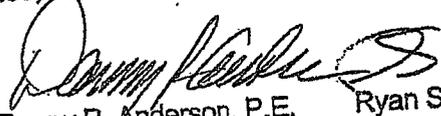
PSI performs a complete range of construction materials testing and observations services. In addition to those listed in Table 1 and General Schedule of Services and Fees schedule, we can provide an estimate for other services upon request.

Please sign and return one copy of this proposal intact. PSI can commence with work following receipt of a signed copy of this proposal or until an alternate form of contract is received. If a purchase order or other contract is to be issued, please reference our proposal (PSI Proposal No. 625-21018 (7 pages)). When returning the proposal, please complete the attached Project Data Sheet so that your file can be properly established. We appreciate the opportunity to present this proposal and look forward to working with you. Please call with any questions you may have concerning this proposal and the services that we can provide your project.

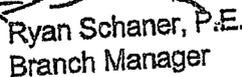
Respectfully Submitted,
Professional Service Industries, Inc.



Mike Davis
CS Department Manager



Danny R. Anderson, P.E.
Principal Consultant



Ryan Schaner, P.E.
Branch Manager

Attachments: 2010 Standard Schedule of Service and Fees (2)

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



CITY CLERK DEPT.

10 AUG 19 PM 5:24

Moreno Cardenas, Inc.
McCombs Landfill
PSI Proposal 625-21018, R-3
Page 5 of 6

PSI
PROJECT DATA SHEET
CONSTRUCTION MATERIALS TESTING AND INSPECTION SERVICES

1. Project Name: _____

2. Project Location: _____

3. Your Job No.: _____ Purchase Order No.: _____

4. Project Manager: _____ Telephone No.: _____

5. Number and Distribution of Reports:

() Copies To: _____ () Copies To: _____

Attn: _____ Attn: _____

() Copies To: _____ () Copies To: _____

Attn: _____ Attn: _____

6. Invoicing Address: _____

Attn: _____

7. Site Contact: _____ Telephone No.: _____

8. Other Pertinent Information: _____



CITY CLERK DEPT.

10 AUG 19 PM 5:24

GENERAL CONDITIONS

1. **PARTIES AND SCOPE OF WORK:** Professional Service Industries Inc. (hereinafter referred to as "PSI") shall include said company or its particular division, subsidiary or affiliate performing the work. "Work" means the specific geotechnical, analytical, testing or other service to be performed by PSI as set forth in PSI's proposal, Client's acceptance thereof and these General Conditions. Additional work ordered by Client shall also be subject to these General Conditions. "Client" refers to the person or business entity ordering the work to be done by PSI. If Client is ordering the work on behalf of another, Client represents and warrants that it is the duly authorized agent of said party for the purpose of ordering and directing said work. Unless otherwise stated in writing, Client assumes sole responsibility for determining whether the quantity and the nature of the work ordered by the client is adequate and sufficient for Client's intended purpose. Client shall communicate these General Conditions to each and every third party to whom Client transmits any part of PSI's work. PSI shall have no duty or obligation to any third party greater than that set forth in PSI's proposal, Client's acceptance thereof and these General Conditions. The ordering of work from PSI, or the reliance on any of PSI's work, shall constitute acceptance of the terms of PSI's proposal and these General Conditions, regardless of the terms of any subsequently issued document.
2. **TESTS AND INSPECTIONS:** Client shall cause all tests and inspections of the site, materials and work performed by PSI or others to be timely and properly performed in accordance with the plans, specifications and contract documents and PSI's recommendations. No claims for loss, damage or injury shall be brought against PSI by Client or any third party unless all tests and inspections have been so performed and unless PSI's recommendations have been followed. Client agrees to indemnify, defend and hold PSI, its officers, employees and agents harmless from any and all claims, suits, losses, costs and expenses, including, but not limited to, court costs and reasonable attorney's fees in the event that all such tests and inspections are not so performed or PSI's recommendations are not so followed except to the extent that such failure is the result of the negligence, willful or wanton act or omission of PSI, its officers, agents or employees, subject to the limitation contained in paragraph 9.
3. **SCHEDULING OF WORK:** The services set forth in PSI's proposal and Client's acceptance will be accomplished in a timely, workmanlike and professional manner by PSI personnel at the prices quoted. If PSI is required to delay commencement of the work or if, upon embarking upon its work, PSI is required to stop or interrupt the progress of its work as a result of changes in the scope of the work requested by Client, to fulfill the requirements of third parties, interruptions in the progress of construction, or other causes beyond the direct reasonable control of PSI, additional charges will be applicable and payable by Client.
4. **ACCESS TO SITE:** Client will arrange and provide such access to the site as is necessary for the use of its equipment; however, PSI has not included in its fee the cost of restoration of damage which may occur. If Client desires or requires PSI to restore the site to its former condition, upon written request PSI will perform such additional work as is necessary to do so and Client agrees to pay to PSI for the cost.
5. **CLIENT'S DUTY TO NOTIFY ENGINEER:** Client represents and warrants that it has advised PSI of any known or suspected hazardous materials, utility lines and pollutants at any site at which PSI is to do work hereunder, and unless PSI has assumed in writing the responsibility of locating subsurface objects, structures, lines or conduits, Client agrees to defend, indemnify and save PSI harmless from all claims, suits, losses, costs and expenses, including reasonable attorney's fees as a result of personal injury, death or property damage occurring with respect to PSI's performance of its work and resulting to or caused by contact with subsurface or latent objects, structures, lines or conduits where the actual or potential presence and location thereof were not revealed to PSI by Client.
6. **RESPONSIBILITY:** PSI's work shall not include determining, supervising or implementing the means, methods, techniques, sequences or procedures of construction. PSI shall not be responsible for evaluating, reporting or affecting job conditions concerning health, safety or welfare. PSI's work or failure to perform same shall not in any way excuse any contractor, subcontractor or supplier from performance of its work in accordance with the contract documents. PSI has no right or duty to stop the contractor's work.
7. **SAMPLE DISPOSAL:** Unless otherwise agreed in writing, test specimens or samples will be disposed immediately upon completion of the test. All drilling samples or specimens will be disposed sixty (60) days after submission of PSI's report.
8. **PAYMENT:** Client shall be invoiced once each month for work performed during the preceding period. Client agrees to pay each invoice within thirty (30) days of its receipt. Client further agrees to pay interest on all amounts invoiced and not paid or objected to for valid cause in writing within said thirty (30) day period at the rate of eighteen (18) percent per annum (or the maximum interest rate permitted under applicable law), until paid. Client agrees to pay PSI's cost of collection of all amounts due and unpaid after sixty (60) days, including court costs and reasonable attorney's fees. PSI shall not be bound by any provision or agreement requiring or providing for arbitration of disputes or controversies arising out of this agreement, any provision wherein PSI waives any rights to a mechanics' lien, or any provision conditioning PSI's right to receive payment for its work upon payment to Client by any third party. These General Conditions are notices, where required, that PSI shall file a lien whenever necessary to collect past due amounts. Failure to make payment within 30 days of invoice shall constitute a release of PSI from any and all claims which Client may have, whether in tort, contract or otherwise, and whether known or unknown at the time.
9. **WARRANTY:** PSI'S SERVICES WILL BE PERFORMED, ITS FINDINGS OBTAINED AND ITS REPORTS PREPARED IN ACCORDANCE WITH ITS PROPOSAL, CLIENT'S ACCEPTANCE THEREOF, THESE GENERAL CONDITIONS, AND WITH GENERALLY ACCEPTED PRINCIPLES AND PRACTICES. IN PERFORMING ITS PROFESSIONAL SERVICES, PSI WILL USE THAT DEGREE OF CARE AND SKILL ORDINARILY EXERCISED UNDER SIMILAR CIRCUMSTANCES BY MEMBERS OF ITS PROFESSION. THIS WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES OR REPRESENTATIONS, EITHER EXPRESS OR IMPLIED. STATEMENTS MADE IN PSI REPORTS ARE OPINIONS BASED UPON ENGINEERING JUDGMENT AND ARE NOT TO BE CONSTRUED AS REPRESENTATIONS OF FACT. SHOULD PSI OR ANY OF ITS PROFESSIONAL EMPLOYEES BE FOUND TO HAVE BEEN NEGLIGENT IN THE PERFORMANCE OF ITS WORK, OR TO HAVE MADE AND BREACHED ANY EXPRESS OR IMPLIED WARRANTY, REPRESENTATION OR CONTRACT, CLIENT, ALL PARTIES CLAIMING THROUGH CLIENT AND ALL PARTIES CLAIMING TO HAVE IN ANY WAY RELIED UPON PSI'S WORK AGREE THAT THE MAXIMUM AGGREGATE AMOUNT OF THE LIABILITY OF PSI, ITS OFFICERS, EMPLOYEES AND AGENTS SHALL BE LIMITED TO \$25,000.00 OR THE TOTAL AMOUNT OF THE FEE PAID TO PSI FOR ITS WORK PERFORMED WITH RESPECT TO THE PROJECT, WHICHEVER AMOUNT IS GREATER. IN THE EVENT CLIENT IS UNWILLING OR UNABLE TO LIMIT PSI'S LIABILITY IN ACCORDANCE WITH THE PROVISIONS SET FORTH IN THIS PARAGRAPH, CLIENT MAY, UPON WRITTEN REQUEST OF CLIENT RECEIVED WITHIN FIVE DAYS OF CLIENT'S ACCEPTANCE HEREOF, INCREASE THE LIMIT OF PSI'S LIABILITY TO \$280,000.00 OR THE AMOUNT OF PSI'S FEE, WHICHEVER IS THE GREATER, BY AGREEING TO PAY PSI A CHARGE FOR INSURANCE OF ANY TYPE, BUT IS INCREASED CONSIDERATION FOR THE GREATER LIABILITY INVOLVED. IN ANY EVENT, ATTORNEY'S FEES EXPENDED BY PSI IN CONNECTION WITH ANY CLAIM SHALL REDUCE THE AMOUNT AVAILABLE, AND ONLY ONE SUCH AMOUNT WILL APPLY TO ANY PROJECT. NO ACTION OR CLAIM, WHETHER IN TORT, CONTRACT, OR OTHERWISE, MAY BE BROUGHT AGAINST PSI, ARISING FROM OR RELATED TO PSI'S WORK, MORE THAN TWO YEARS AFTER THE CESSATION OF PSI'S WORK HEREUNDER, REGARDLESS OF THE DATE OF DISCOVERY OF SUCH CLAIM.
10. **INDEMNITY:** Subject to the foregoing limitations, PSI agrees to indemnify and hold Client harmless from and against any and all claims, suits, costs and expenses including reasonable attorney's fees and court costs arising out of PSI's negligence to the extent of PSI's negligence. Client shall provide the same protection to the extent of its negligence. In the event that Client or Client's principal shall bring any suit, cause of action, claim or counterclaim against PSI, the party initiating such action shall pay to PSI the costs and expenses incurred by PSI to investigate, answer and defend it, including reasonable attorney's and witness fees and court costs to the extent that PSI shall prevail in such suit.
11. **TERMINATION:** This Agreement may be terminated by either party upon seven days' prior written notice. In the event of termination, PSI shall be compensated by Client for all services performed up to and including the termination date, including reimbursable expenses, and for the completion of such services and records as are necessary to place PSI's files in order and/or protect its professional reputation.
12. **EMPLOYEES/WITNESS FEES:** PSI's employees shall not be retained as expert witnesses except by separate, written agreement. Client agrees to pay PSI's legal expenses, administrative costs and fees pursuant to PSI's then current fee schedule for PSI to respond to any subpoena. Client agrees not to hire PSI's employees except through PSI. In the event Client hires a PSI employee, Client shall pay PSI an amount equal to one-half of the employee's annualized salary, as liquidated damages without PSI waiving other remedies it may have.
13. **HAZARDOUS MATERIALS:** Nothing contained within this agreement shall be construed or interpreted as requiring PSI to assume the status of an owner, operator, generator, storer, transporter, treater or disposal facility as those terms appear within RCRA or within any Federal or State statute or regulation governing the generation, transportation, treatment, storage and disposal of pollutants. Client assumes full responsibility for compliance with the provisions of RCRA and any other Federal or State statute or regulation governing the handling, treatment, storage and disposal of pollutants.
14. **PROVISIONS SEVERABLE:** The parties have entered into this agreement in good faith, and it is the specific intent of the parties that the terms of these General Conditions be enforced as written. In the event any of the provisions of these General Conditions should be found to be unenforceable, it shall be stricken and the remaining provisions shall be enforceable.
15. **ENTIRE AGREEMENT:** This agreement constitutes the entire understanding of the parties, and there are no representations, warranties or undertakings made other than as set forth herein. This agreement may be amended, modified or terminated only in writing, signed by each of the parties hereto.



ATTACHMENT A

CITY CLERK DEPT.

10 AUG 19 - PM 5:24

**GENERAL SCHEDULE OF SERVICES AND FEES
CONSTRUCTION MATERIALS TESTING/GEOTECHNICAL/ENVIRONMENTAL
Effective January 1, 2010**

Professional Services		
Chief Engineer / Scientist.....	Per Hour	\$ 175.00
Regional / Senior Technical Engineer.....	Per Hour	\$ 165.00
Project Engineer / Scientist / Geologist.....	Per Hour	\$ 107.00
Graduate Engineer/Project Manager.....	Per Hour	\$ 85.00
Staff Scientists / Geologist.....	Per Hour	\$ 80.00
Project Engineer/Manager Review of Reports.....	Per Report	\$ 18.00
Drafting.....	Per Hour	\$ 58.00
Clerical.....	Per Hour	\$ 45.00
Construction Materials Testing - Laboratory Testing Service		
Concrete		
Concrete Compression Testing Including hold cylinder (ASTM D422).....	Per Each	\$ 17.00
Flexural Strength of Concrete Test (Beams) (ASTM C78).....	Per Each	\$ 43.00
Mix Design Review.....	Per Each	\$ 90.00
Masonry Cubes (ASTM C270) per set of 6 (ASTM C109).....	Per Set	\$ 68.00
Masonry Grout Specimens (ASTM C1018) set of 4.....	Per Set	\$ 108.00
Soils		
Atterberg Limits (ASTM D4318).....	Per Each	\$ 59.00
Soils.....	Per Each	\$ 64.00
Soils with additive.....	Per Each	\$ 160.00
Grain Size Analysis - Mechanical & Hydrometer (ASTM D422).....	Per Each	\$ 70.00
Sieve Analysis (ASTM D6913).....	Per Each	\$ 48.00
Material Finer than #200 Sieve (ASTM D1140).....	Per Each	\$ 7.50
Moisture Content Determination (ASTM D2216).....	Per Each	\$ 34.00
Density and Moisture Content (ASTM D2937).....	Per Each	\$ 57.00
Specific Gravity (ASTM D854).....	Per Each	\$ 38.00
Unconfined Compressive Strength:		
Soil (ASTM D2166).....	Per Each	\$ 43.00
Rock (ASTM D7012).....	Per Each	\$ 160.00
Moisture Density Relationship (Proctor Curve)		
ASTM D698 (Standard).....	Per Each	\$ 180.00
ASTM D1557 (Modified).....	Per Hour	\$ 32.00
Sample Preparation.....		
Triaxial Test		
Unconsolidated - Undrained.....	Per Specimen	\$ 112.00
Unconsolidated - Undrained, Multiple Stage.....	Per Stage	\$ 455.00
Consolidated - Undrained with Pore Pressure Measurement.....	Per Specimen	\$ 840.00
Consolidated - Undrained with Pore Pressure Measurement, Multiple Stage.....	Per Stage	\$ 1,085.00
Consolidated Test (ASTM D2435).....	Per Each	\$ 390.00
Consolidated - Drained Direct Shear.....	Per Point	\$ 160.00
Percent Swell.....	Per Each	\$ 160.00
California Bearing Ratio (ASTM D1883)..... (One Point).....	Per Each	\$ 390.00
THD Triaxial.....	Per Each	\$ 1,450.00
Permeability Test		
Falling Head (ASTM D5084).....	Per Each	\$ 250.00
Triaxial.....	Per Each	\$ 455.00
pH Lime Series (ASTM C877).....	Per Sample	\$ 187.00
Electrical Resistivity, THD Method.....	Per Each	\$ 123.00
Relative Density (ASTM D4253 and ASTM D4254).....	Per Each	\$ 250.00
Wear (LA Abrasion) (ASTM C131 or ASTM C535).....	Per Test	\$ 275.00
Sodium-Sulfate Soundness (ASTM C88).....	Per Test	\$ 300.00
Asphalt		
Molding Specimens, Flow and Stability (3 specimens) (ASTM D6926 and ASTM D6927).....	Per Set	\$ 160.00
Density of Cores (3 specimens) (ASTM D2041).....	Per Set	\$ 95.00
HVEEM Stability (3 specimens).....	Per Set	\$ 160.00
Extraction & Gradation (ASTM D6307 and ASTM D5444).....	Per Each	\$ 180.00
Theoretical Specific Gravity (ASTM D2041).....	Per Each	\$ 75.00
Construction Material Testing - Field Testing Services		
Engineering Technician: to perform field inspection of concrete, field density tests and sample pick-up.....	Per Hour	\$ 40.00
Trip Charge (El Paso Metro).....	Per Trip	\$ 40.00
Trip Charge (Outside El Paso Metro).....	Per Mile	\$ 0.50
Senior Engineering Technician to monitor drilled pier operations, verify reinforcing steel placement and size, proof rolling inspection, Etc.....	Per Hour	\$ 55.00
Senior Engineering Technician for post tensioned observations.....	Per Hour	\$ 60.00
Certified Welding Inspector.....	Per Hour	\$ 126.00
Fireproofing/Roofing Inspector.....	Per Hour	\$ 75.00
Concrete/Asphalt Coring (2-man crew).....	Per Hour	\$ 107.00
Field Gradations Equipment.....	Per Test	\$ 13.00
Depth Checks.....	Per Each	\$ 13.00
Concrete Flatness (minimum \$950.00).....	Per Sq Foot	\$ 0.55



CITY CLERK DEPT.

10 AUG 19 PM 5:24

GENERAL SCHEDULE OF SERVICES AND FEES
CONSTRUCTION MATERIALS TESTING/GEOTECHNICAL/ENVIRONMENTAL
Effective January 1, 2010

	Per Mile	\$	4.80
Geotechnical - Field Services			
Mobilization of Truck Mounted Drill unit Round Trip (minimum \$250.00).....	Per Each	Cost + 25%	
Support Services Including Such Items as Rental Equipment.....	Per Day	\$	115.00
Expendable Supplies, Contract Personnel, and Permits.....	Per Day		
Per Diem, Per Man, Per Day.....			
Soil Sampling Using Shelby Tubes and Split-Barrel Samplers			
Intermittent Sampling at 5 Foot Intervals.....	Per Foot	\$	14.00
0-50 Foot Depth.....	Per Foot	\$	20.00
50-75 Foot Depth.....	Per Foot	\$	25.00
75-100 Foot Depth.....	Per Foot	\$	25.00
Continuous Sampling.....	Per Foot	\$	31.00
0-10 Foot Depth.....	Per Foot	\$	18.00
10-50 Foot Depth.....	Per Foot	\$	25.00
0-50 Foot Depth, Carbide Bit.....	Per Foot	\$	18.00
50-100 Foot Depth, Carbide Bit.....	Per Foot	\$	18.00
Wash Drilling or Augering without Sampling			
Rock Coring with NX Size Core Barrel.....	Per Foot	\$	48.00
0-50 Foot Depth, Carbide Bit.....	Per Foot	\$	65.00
50-75 Foot Depth, Carbide Bit.....	Per Foot	\$	70.00
75-100 Foot Depth, Carbide Bit.....	Per Each	Cost + 25%	
Diamond Bits, If Required.....	Per Run	\$	107.00
CME 5 Foot Continuous Sampler 0-50 Foot Depth.....	Per Hour	\$	133.00
Stand-by or Access Time.....	Per Hour	\$	240.00
Drilling with Auger Rig, Per Hour (Minimum 4 Hours).....	Per Test	\$	115.00
Analytical Laboratory Services			
BTEX, EPA Method SW8020 or 602.....	Per Test	\$	70.00
TPH, TX1005.....	Per Test	\$	300.00
Volatile Organics, EPA Method 8260.....	Per Test	\$	214.00
PCB Scan, SW8080 or EPA 608 Method.....	Per Test	\$	1,088.00
Secondary Drinking Water Standards, Various Methods.....	Per Test	\$	262.00
TCLP Metals (8), Various Methods.....	Per Test	\$	310.00
PLM Bulk Sample Analysis.....	Per Test	\$	27.00
Lead Bulk Sample Analysis.....	Per Test	\$	18.00
Shipping and Other Subcontract Services.....	Per Test	Cost + 25%	
*Prices quoted above are for normal turn around time (10 working days)			
If rush turn around time of three to five days is required, a 50% to 100% surcharge is added			
Equipment			
Photoionization Detector.....	Per Day	\$	155.00
Water Level Indicator.....	Per Day	\$	45.00
Combustible Gas and Oxygen Meter.....	Per Day	\$	58.00
Nuclear Density Test Equipment.....	Per Day	\$	40.00
Temperature Conductivity Meter and pH Meter.....	Per Day	\$	80.00
Vehicle (Minimum \$40.00).....	Per Mile	\$	0.60
Computer Services.....	Per Hour	\$	180.00
Generator.....	Per Day	\$	100.00
Steam Cleaner.....	Per Day	\$	150.00
DOT Drums.....	Per Day	\$	43.00
R-Meter.....	Per Each	\$	50.00
Core Drill.....	Per Day	\$	100.00
Core Bit Charge.....	Per Inch/Core	\$	5.00
Subcontractor Services, Special Equipment.....	Per Each	Cost + 25%	
Commercial Transportation.....	Per Trip	Cost + 25%	
Photographic Services/Printing.....	Per Each	Cost + 25%	

Hourly work is portal to portal with a minimum of two hours per call out. Charges for services performed outside of 8:00AM to 5PM, over 8 hours per day and on Saturdays will be billed at 1.5 times the listed rates.

Services performed on Sundays and holidays will be billed at 2.0 times the listed rates. Scheduling of services require 24 hour notice. Expedited serviced will be billed at 1.5 times the listed rate.

Project Manager/Engineer to schedule personnel, supervise personnel and evaluate and review reports will be invoiced at \$65.00 per hour for a minimum of 0.2 hours per report issued.

Above Unit rates include up to three copies of each report distributed and mailed in accordance with your instructions, additional copies will be billed at \$1.00 per one page report or \$50.00 per bound Geotechnical or Environmental Report.

The items listed above are those tests most frequently requested. Services and fees not listed will be quoted upon request.



Robert Moreno

CITY CLERK DEPT.

From: Peter.Woodfill@CH2M.com
Sent: Thursday, August 12, 2010 10:04 AM
To: Robert Moreno
Cc: Daniel.Dietch@CH2M.com; Shawn.Slattery@CH2M.com
Subject: RE: CH2M HILL McCombs Landfill Scope and Fee
Attachments: CH2M Scope of Work McCombs LandfillREV 1_08.11.10.docx; Form124-2009.docx

10 AUG 19 PM 5:24

Robert, Please find the revised Scope of Work which outlines the roles we would be involved in going forward. Essentially we would be pleased to provide the services outlined on a T&M Not to Exceed basis for an estimated total amount of \$89,500. Our offer to proceed and undertake the scope is expressly conditioned upon an assumption that we will be able to execute a Professional Services Agreement like the template which is also attached for your review. I will call you to discuss things further this AM. Thanks

From: Robert Moreno [mailto:RMoreno@MorenoCardenas.com]
Sent: Thursday, August 12, 2010 8:00 AM
To: Woodfill, Peter/SCO
Cc: Dietch, Daniel/MIA; Slattery, Shawn/SAN
Subject: RE: CH2M HILL McCombs Landfill Scope and Fee

Peter, following up on our conversation yesterday afternoon, please send me your proposed scope this morning. The purpose of the meeting with the City (as I found out after our telephone conversation) is to discuss precisely CH2M scope and role in the project. The City wants assurance our team has the expertise we will require for this project.

When I meet with the City this afternoon I will review MCI's and CH2M's roles in the project based on your scope. Also, please confirm this morning you will be able to provide the services in your scope.

Thanks for your help,

R.

Roberto Moreno, P.E.
Executive Vice President

MCi consulting engineers

2505 E. Missouri, Suite 100

El Paso, Texas 79903

Voice: 915.532.2091

Cell: 915.726.5580

Fax: 915.542.0307

e-mail: rmoreno@morenocardenas.com

www.morenocardenas.com

From: Peter.Woodfill@CH2M.com [mailto:Peter.Woodfill@CH2M.com]
Sent: Wednesday, August 11, 2010 4:48 PM
To: Robert Moreno
Cc: Daniel.Dietch@CH2M.com; Shawn.Slattery@CH2M.com
Subject: RE: CH2M HILL McCombs Landfill Scope and Fee

10 AUG 19 PM 5:24

**PROJECT SCOPE AND
SUBCONSULTANT'S (CH2M HILL) SCOPE OF SERVICES TO THE ENGINEER
(MORENO CARDENAS INC.)**

TITLE: MCCOMBS LANDFILL MSW-729A CELL CONSTRUCTION AND
SITE DEVELOPMENT IMPROVEMENTS

LOCATION: MCCOMBS LANDFILL
El Paso, Texas

CONSTRUCTION BUDGET: TO BE DETERMINED

1.0 GENERAL DESCRIPTION:

The Consultant (Moreno Cardenas Inc., CH2M Hill, et.al.) shall provide the following engineering and consulting services for the following facility improvements:

1.1 New Landfill Cell B

Prepare engineering drawings, technical specifications, cost estimates, topographic mapping, bidding and construction administration for the completion of landfill cell area and other site development improvements at the McCombs Landfill. This includes but is not limited to excavation requirements, prepared subgrade, alternate liner system components (soil liner and 60 mil HDPE geomembrane liner), leachate collection and drainage system, drainage, berms, ramps, and permanent markers.

Provide the required Geomembrane Liner Evaluation Report (GLER) and the Soil Liner Evaluation Report (SLER). Size of cell area is estimated to be approximately 22 acres.

1.2 Site Development Improvements

Prepare plans, specifications, cost estimates and provide construction administration for the following:

1.2.1 Citizens Collection Station

1.2.2 Improved entrance access from McCombs Road and improved existing internal road from entrance to Cell B

1.2.3 New scale facility including:

- Scale house building with canopy (approx. 1,700 sf with two office rooms, two bath rooms, one employee break room)
- 2 inbound and 1 outbound 70 foot scales
- Automatic vehicle identification system



CITY CLERK DEPT.

10 AUG 19 PM 5:24

- Potable water system (2,500 gallon storage capacity)
- Septic system
- Emergency generator for back up power
- CCTV Surveillance System

- 1.2.4 New equipment prefab metal maintenance building, approx. 40' x 60' with two equipment bays
- 1.2.5 Perimeter netting along north and east site boundaries and including additive alternate along west and south site boundaries
- 1.2.6 Above ground fuel storage tank (5,000 gallon) with secondary containment and dispensing station
- 1.2.7 Utility improvements associated with these Site Development improvements
- 1.2.8 The Scale House, Equipment Maintenance Building, and Citizens Collection Station to be located in an area approximately 300' x 300' at the entrance to the facility. Prepare an alternative layout(s) for locating these facilities in the PSB property along the northside of Stan Roberts between McCombs Road and the existing entrance to the facility

1.3 Mapping

Prepare topographic mapping of the project area at a scale of 1"= 100 and contour intervals at every foot. All documents will include but not limited to: maps, drawings, reports, surveys, studies, etc. shall be placed on CD ROM (minimum of 2 copies). The 2002 Boundary and Topographic Survey of a Portion of Section 6, Block 80, Township 1, T. & P. R.R. Surveys El Paso County, Texas and Grid (the 2002 Survey and Grid) will be used as a reference for preparing new mapping for the project.

1.4 Regulatory Approval

Coordinate with the Texas Commission on Environmental Quality (TCEQ) and obtain approval for constructed liner systems and any required permit modifications to current site development plan associated with the proposed site development improvements. Additional regulatory requirements determined by TCEQ will be negotiated under separate task order(s). Schedule to be determined in accordance with TCEQ and Owner requirements.

This following Scope of Services are based solely on federal, state, and local regulatory requirements at the time of its preparation.

1.5 Plans, Specifications and Estimates

Prepare engineering drawings and specifications for the construction of the new landfill cell and site development improvements including but not limited to: cover sheet, general notes and legend, site controls, grading plans (All final grading plans to show grid marker stations numbers and contractor to install physical grid



markers), drainage plans, liner placement plan, liner and leachate collection system details, site details, cross sections, site improvement and building plans and details, and storm water pollution prevention plans. Prepare an opinion of probable construction cost with a detailed breakdown of material quantities, unit cost and totals. Prepare bid package consisting of drawings, technical specifications, general conditions, construction contract, bid form and scope of work.

1.6 Construction Administration

The Engineer will provide construction administration services consisting of attendance at a pre-construction conference, full time Resident Project Representation (RPR), weekly site visits to observe construction activities and their conformance to plans and specifications and assist in the resolution of design related construction issues, drawing clarifications and contractor's request for information. Also, review and approve submittals including materials and shop-drawings, as well as providing "Engineer of Record" and quality assurance/quality control personnel and testing necessary for the oversight and reporting of the cell construction and liner installation in accordance with TCEQ requirements.

1.7 Geomembrane Evaluation Report (GLER) and Soil Liner Evaluation Reports (SLER)

The Engineer will prepare a GLER and a SLER to describe the construction quality assurance (CQA) procedures in accordance with TCEQ 330.341 regulations to be used by the Contractor's CQA organization for construction of the liner system. When construction is complete, the Engineer will prepare a construction completion report that will include information generated through the CQA program and will document the extent to which construction was performed in accordance with the contract documents. This construction completion report will include compilation, review and approval of data such as manufacturer's and contractor's submittals, as-built drawings, QA/QC test reports, third party confirmation test reports, surveys, certifications and all other information needed for submittal and approval from TCEQ. The Engineer will prepare response(s) to TCEQ inquires/comments and obtain final approval for the new cells to receive waste.

2.0 SERVICES TO BE PERFORMED BY THE SUBCONSULTANT (CH2M HILL):

The Subconsultant will perform the following services:

2.1 Project Management

No Subconsultant services provided under this task.

CITY CLERK DEPT.
10 AUG 19 PM 5:24



2.2 Permit Modification

- The Subconsultant will meet with the Engineer and Owner to define the proposed changes to the Permit MSW-729A including updated waste information, cell improvements, and site improvements.
- The Subconsultant will meet with the Engineer and TCEQ to discuss the project and determine regulatory and approval requirements for the project. This TCEQ coordination will consist of up to two meetings by the Subconsultant's permit coordinator at TCEQ offices in Austin; one at project initiation and second to review design drawings and permit modification during design.
- The Subconsultant will provide technical support to Engineer in the preparation of Site Development Plan information associated with the project in an Application for Permit Modification.

2.3 Design

New Landfill Cell B

Permit Level Design of Cell B:

- The Subconsultant will review liner system details (key trench, seaming, etc.) provided by the Engineer and technical specifications for the geomembrane, re-compacted clay liner and drainage sand liner system components, and provide comments on Subconsultant's standard drawing review form.
- The Subconsultant will review Help model analyses needed to for liner designs for up to three liner lay-out developed by the Engineer and provide comments on Subconsultant's standard drawing review form.
- The Subconsultant will review permit level design drawings of Cell B covering approximately 22 acres prepared by the Engineer and provide comments on Subconsultant's standard drawing review form.
- The Subconsultant will review leachate collection system layout drawings prepared by the Engineer and provide comments on Subconsultant's standard drawing review form.

New Scale Facility

Permit Level Design of Scale Facility:

- The Subconsultant will provide Engineer input and feedback on preliminary specification and identification of appropriate vendors and suppliers of (2) new scales (inbound and one outbound 70' scales). It is assumed that the scales will be equipped with RFID card reader, user interface and CCTV system only for reading truck license plates.

CITY CLERK DEPT.

10 AUG 19 PM 5:25



Under the prefinal and final design tasks, the Subconsultant will provide no services under these tasks.

2.4 Planning

No Subconsultant services provided under this task.

2.5 Soils Investigation

No Subconsultant services provided under this task.

2.6 Design Analysis

No Subconsultant services provided under this task.

2.7 ADA Compliance and Requirements

No Subconsultant services provided under this task.

2.8 Surveys

No Subconsultant services provided under this task.

2.9 Environmental Services Review

No Subconsultant services provided under this task.

2.10 Storm Water Pollution Prevention Plan

No Subconsultant services provided under this task.

2.11 Utility Services

No Subconsultant services provided under this task.

2.12 Utility Coordination

No Subconsultant services provided under this task.

2.13 Construction Sequencing Plan

No Subconsultant services provided under this task.

2.14 Construction Schedule

No Subconsultant services provided under this task.

CITY CLERK DEPT.
10 AUG 19 PM 5:25

**2.15 Bidding**

CITY CLERK DEPT.

No Subconsultant services provided under this task.

10 AUG 19 PM 5:25

2.16 Construction

The Subconsultant will assist the Engineer to provide engineering services during construction including all of the following activities:

- **Construction Progress Meetings:** The Subconsultant representative will attend 1 construction meeting during the liner installation. The construction meeting will be no more than two-hours in duration and scheduled so that the representative can depart El Paso on the afternoon of the meeting.
- **Prepare Certification of Construction Completion:** The Engineer will engage a materials testing laboratory (PSI) who will perform all field and laboratory materials testing, monitor of quality assurance/ quality control, and document geomembrane installation as required during construction. The results of the Construction Quality Assurance Testing will be documented in a Construction Quality Assurance Report prepared by PSI and to be submitted to TCEQ along with other requirements for the Certification of Completion of Construction. The Engineer will review the Construction Quality Assurance Report prepared by PSI, the material testing laboratory and will prepare Certifications of Construction Completion as required by applicable permits.
Record Drawings: The Engineer will prepare, sign and seal all the record drawings required for the certificate of completion. The Engineer will respond to all agency requests for additional information to obtain the Certifications of Completion. The Subconsultant will only provide support and assistance as needed to the Engineer in this sub-task.
- **Preparation of Geomembrane Evaluation Report (GLER) and Soil Liner Evaluation Reports (SLER).** The Subconsultant will utilize the completed final the Construction Quality Assurance Report prepared by PSI to develop, prepare and submit a final draft version of the GLER and SLER documents to the Engineer. The Engineer will finalize the documents as needed and be responsible for submitting the reports to TCEQ along with other requirements for the Certification of Completion of Construction, or other permit modification requirements.

3.0 PRODUCTS REQUIRED:

The Subconsultant will provide original or reproducible copies for Subconsultant's portions of the project for use by Engineer in preparing submittals to Owner.

3.1 Permit Modification

Subconsultant's documents pertaining to the Permit Modification application package. The Subconsultant will provide Engineer the applicable documents in electronic media compatible with Adobe Acrobat (*.PDF) archiving computer



software. Additional copies required by the Executive Director of TCEQ will be provided by the Engineer.

3.2 Drawings

The Subconsultant will provide no products associated with this element.

3.3 Specifications

The Subconsultant will provide no products associated with this element.

3.4 Cost Estimates

The Subconsultant will provide no products associated with this element.

3.5 Design Analysis Calculations

The Subconsultant will provide no products associated with this element.

3.6 Reproduction

The Subconsultant will provide no products associated with this element.

3.7 Bidding

The Subconsultant will provide no products associated with this element.

3.8 Construction

The Subconsultant will provide no products associated with this element.

4.0 EXCLUSIONS:

The Subconsultant's engineering and consulting services exclude any kind of services related to the following:

- Conceptual Plan for Landfill Gas (LFG) Control System
- Evaluation of Alternate Liner System (with GCLER)
- Groundwater Monitoring System
- Environmental (Ecological and Archeological) permits
- Public Involvement/Notifications
- Traffic Control Plans
- Permit Modifications or Amendments (related to changes outside this project scope)
- Testing related to the Analysis of Existing Soils and/or Materials Stockpiles for Adequacy of Use as Alternate Liner System material

CITY CLERK DEPT.
10 AUG 19 PM 5:25



ATTACHMENT A

- Services related to changes in federal, state and local regulatory requirements after the date of this Scope of Services
- The maintenance building will be a pre-engineered building for vehicle maintenance only. There will be no office or bathroom or any living space in the building. Plumbing design will not be required.
- The design for landfill cell leachate pump, electrical, and I & C.
- There will be no drawings for the fire life safety plans.

CITY CLERK DEPT.

10 AUG 19 PM 5:25

Robert Moreno

From: Yvette Sanchez [yvetteapril19@yahoo.com]
Sent: Monday, August 16, 2010 2:48 PM
To: Robert Moreno
Subject: ARTchitecture-Fee Proposal
Attachments: Moreno Cardenas Fee Proposal 081610.pdf

Mr. Moreno;

As per Mr. Fred Perez, please refer to the following attachment.
Thank you.

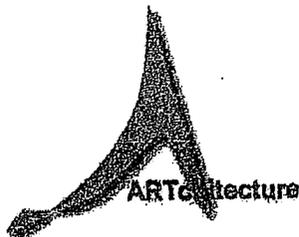
Yvette Sanchez,
Office Manager/Bookkeeper

ARTchitecture

2617 Montana Ave.
El Paso, TX 79903
(915) 533-0052 ph.
(915) 533-0384 fax
yvetteapril19@yahoo.com

CITY CLERK DEPT.
10 AUG 19 PM 5:25

CITY CLERK DEPT.
10 AUG 19 PM 5:25



Architecture • Planning • Interior Design

August 16, 2010

Mr. Roberto Moreno, P.E.
Executive Vice President
Moreno-Cardenas, Inc.
2505 E. Missouri Ave.
El Paso, TX 79903

RE: **McCombs Landfill – Scale Station & Pre-engineered Metal Building**

Fee Proposal

Dear Mr. Moreno:

It is with great honor that we at ARTchitecture submit this fee proposal for the above referenced project. Thank you for giving us the opportunity to present to you our fee proposal for architectural design services. We are confident that we will carry out the work required and meet the City's schedule as well.

◆ **SCOPE OF WORK**

- The Project consists of a new Scale House and Pre-engineered Metal Building at the McCombs landfill in Northeast El Paso. All design items and time frames will be adhered to as per the **PROJECT SCOPE** provided by you on Thursday, August 12, 2010.

◆ **FEE**

- **Scale House** - Our fee for design services as required by the **PROJECT SCOPE** will be for a lump sum fee of Seventeen Thousand Five Hundred and 00/100 Dollars.

All plans, documents, specifications requiring the services of an engineer will be accomplished by contracting an Engineering Firm that is licensed and registered to perform engineering services in the State of Texas.

Our Proposal is based on actual time spent generating the work and performing all services required to render a complete package. Progress payments for design services in each phase shall be the following percentages of the total compensation:

Design Phase:	(\$ 14,000.00)	(80%)
Bidding Phase:	(\$ 875.00)	(5%)
Construction Phase:	(\$ 2,625.00)	(15%)
Compensation:	(\$ 17,500.00)	(100%)

ATTACHMENT A

- 40'X60' Pre-engineered Metal Building - Our fee for design services as required by the PROJECT SCOPE will be for a lump sum fee of Seven Thousand Five Hundred and 00/100 Dollars.

All plans, documents, specifications requiring the services of an engineer will be accomplished by contracting an Engineering Firm that is licensed and registered to perform engineering services in the State of Texas.

Our Proposal is based on actual time spent generating the work and performing all services required to render a complete package. Progress payments for design services in each phase shall be the following percentages of the total compensation:

Design Phase:	(\$ 6,000.00)	(80%)
Bidding Phase:	(\$ 375.00)	(5%)
Construction Phase:	(\$ 1,125.00)	(15%)
Compensation:	(\$ 7,500.00)	(100%)
Total Compensation:	(\$ 25,000.00)	

Bidding and Construction Administration Phase will be billed on a "Time and Materials" basis. Additional services requested per the Agreement for Services and not described in this Fee Proposal will be billed according to our Hourly Rate Schedule included as Attachment "A".

◆ ADDITIONAL FEES

Expert witness rate will be billed on a per Diem rate of \$985.00.

Full time resident project representation will be billed at an hourly rate of \$85.00 per hour.

◆ REIMBURSABLE ITEMS

There will be no reimbursable items billed to you.

◆ ITEMS NOT INCLUDED

The following items are not part of our proposal:

1. Civil Engineering
2. Landscape & Irrigation Design
3. Building Permit Fees
4. Utility Fees
5. Asbestos Surveys or Reports
6. Renderings
7. Out of town travel and overnight stays
8. Overnight Packages
9. LEED Design
10. Commissioning Services

◆ ITEMS INCLUDED

The following items are part of our proposal:

1. Reproduction Sets
2. Liability Insurance (Professional & General)

CITY CLERK DEPT.
10 AUG 19 PM 5:25

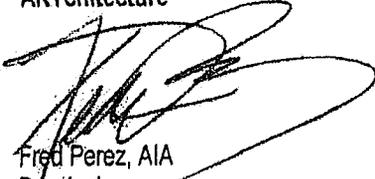
◆ COMPLETION TIME

Our completion time for working drawings will be per your schedule and will be tied to your review time and notice to proceed during each phase. Team ARTchitecture will do everything within its power to expedite matters to the fullest extent possible.

Mr. Moreno , if you have any questions or require additional information please do not hesitate to contact us.

Respectfully Submitted,

ARTchitecture



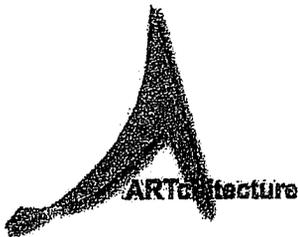
Fred Perez, AIA
Principal

CITY CLERK DEPT.
10 AUG 19 PM 5: 25

STATEMENT OF CERTIFICATION

The Texas Board of Architectural Examiners, P.O. Box 12337, Austin, Texas 78711-2337 or 333 Guadalupe, Suite 2-350, Austin, Texas 78701-3942, (512) 305-9000, has jurisdiction over individuals licensed under the Architects' Registration Law, Texas Civil Statutes, Article 249a.

CITY CLERK DEPT.
ATTACHMENT 'A' 5:25



Architecture • Planning • Interior Design

2010 HOURLY RATE SCHEDULE

PRINCIPAL ARCHITECT	\$125.00/Hr.
ARCHITECT I	\$80.00/Hr.
INTERN ARCHITECT	\$75.00/Hr.
CADD OPERATOR I	\$50.00/Hr.
CADD OPERATOR II	\$45.00/Hr.
CLERICAL	\$40.00/Hr.

The following items will be considered reimbursable and billed at 1.25% as follow:

Reproduction, Overnight Packages (i.e. Federal Express, UPS, etc.), Renderings, Travel Expenses, etc.



Planning
Engineering
Project Management
2505 E. Missouri Ave.
El Paso, Texas 79903
915-532-2091
Fax: 915-542-0307
www.morenocardenas.com

August 16, 2010

City of El Paso
Engineering Department
Two Civic Center Plaza, 4th Floor
El Paso, Texas 79901

Attention: Irene D. Ramirez, P.E.
Assistant City Engineer

Reference: McCombs Landfill MSW-729A
Cell Construction and Site Development Improvements

Dear Irene:

Following up on our meeting last Thursday, I want to again thank you and both Engineering and Environmental Services staff for entrusting our firm to assist you with the development of this very important City project. Enclosed is our firm's revised fee proposal as originally requested in your letter of April 15, 2010. Our proposal incorporates the comments and concerns discussed with you and your Departmental staff during the course of our negotiations.

Our proposal consists of the Project Scope and Consultant's Scope of Services; Design, Bidding, and Construction Services Fees; and subconsultant backup information. Also enclosed are copies of Certificates of Liability Insurance for General Liability, Automobile Liability, Excess Liability, Workers Compensation and Employers' Liability and Professional Liability for our firm.

As proposed in our response to your Request for Qualifications, we will subcontract with CH2M HILL for technical support and coordination with TCEQ; Robert Seipel Associates, Inc. for surveying services; and Professional Service Industries for geotechnical engineering services and materials testing.

As discussed last week, the following will be the project roles for our firm and our subconsultant CH2M HILL:

CITY CLERK DEPT.
10 AUG 19 PM 5:26



Ms. Irene D. Ramirez, P.E.

August 16, 2010

Page 2 of 3

Task	MCI's Role	CH2M HILL's Role
Project Management	As prime consultant, overall project management, contact between City staff and consultant team.	None
Permit Modification	Task lead, preparation of application and associated attachments; preparing submittals to TCEQ; and attending meetings with TCEQ.	Define regulatory requirements; technical support; coordinate meetings with TCEQ.
TCEQ Coordination	Task Lead	Facilitate coordination; technical reviews of documents.
Cell B Subgrade Controls and Grading	Task Lead	None
Cell B Liner Details	Task Lead	Technical Support
Cell B Leachate Controls/Details	Task Lead	None
Cell B Final Cover Grading	Task Lead	None
Cell B Landfill Markers	Task Lead	None
Drainage Improvements	Task Lead	None
SW3P/Erosion Controls	Task Lead	None
Access Road Improvements	Task Lead	None
Internal Road Improvements	Task Lead	None
Scale House/Equipment Maintenance Building Site Plan/Grading	Task Lead	None
Scale House Building	Task Lead	None
Scale Equipment/RFID/CCTV	Design Support	Task Lead
Public Drop-Off Site	Task Lead	None
Equipment Maintenance Building	Task Lead	None
Fuel Storage Tank	Task Lead	Technical Support
Perimeter Netting	Task Lead	None
Bidding Services	Task Lead	Technical Support
Construction Services	Task Lead	Technical Support and GLER/SLER

Regarding the Scale House Building design, we will retain the services of ARTchitecture, Inc. to prepare the design and bid documents required for the construction of that facility. Their proposal is included in this proposal.

10 AUG 19 PM 5:26

CITY CLERK DEPT.



Ms. Irene D. Ramirez, P.E.
August 16, 2010
Page 3 of 3

Our fees for the services described in the enclosed Scope of Services are as follows:

For design phase services (lump sum):	\$ 487,407.16
For bid phase services (time and materials):	\$ 16,673.02
For construction phase services (time and materials):	<u>\$ 245,714.48</u>
Total Fee:	\$ 749,794.66

We will submit our invoices for our services on a monthly basis and consistent with the percentage of compensation corresponding to each phase/milestone submittal in our Agreement. The anticipated invoice amounts at each design phase/milestone submittal will be as follows:

Preliminary Design Phase (65%):	\$ 316,814.65
Pre-Final Design Phase (20%):	\$ 97,481.43
Final Design Phase (15%):	<u>\$ 73,111.08</u>
Design Phase Services Fee:	\$ 487,407.16

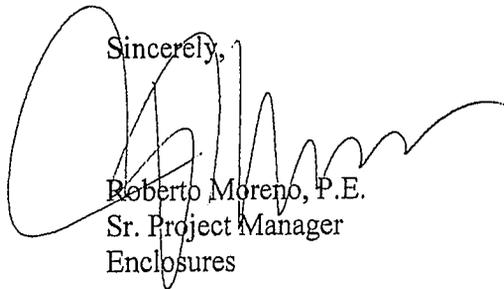
We will begin our services immediately after receipt of your Notice to Proceed and complete our services as follows:

Preliminary Design Phase:	75 Calendar Days
Pre-Final Design Phase:	30 Calendar Days
Final Design Phase:	21 Calendar Days

An electronic copy of this letter and its enclosures has been forwarded to your e-mail address at ramirezid@elpasotexas.gov.

I believe our revised proposal meets with your scope and fee requirements discussed during our negotiations. We look forward to working with you and the Engineering and Environmental Services staff in the successful development of this project.

Sincerely,



Roberto Moreno, P.E.
Sr. Project Manager
Enclosures

LLOB410209IR.Rev16Aug10
RM/he

cc: (electronic copies only):
Miguel Parra, P.E., Environmental Services
Vernon L. Greggerson, P.E., Environmental Services
Cristian A. Benitez, Environmental Services
Sam Rodriguez, P.E., Engineering Department

10 AUG 19 PM 5:26
CITY CLERK DEPT.

ATTACHMENT "C"
CONSULTANT'S BASIC AND ADDITIONAL SERVICES

For the Project known as "McCombs Landfill MSW-729A Cell Construction and Site Development Improvements," 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

10 AUG 19 PM 5:26

CITY CLERK DEPT.

ATTACHMENT "C"
CONSULTANT'S BASIC AND ADDITIONAL SERVICES

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.

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:

10 AUG 19 PM 5:26

CITY CLERK DEPT.

ATTACHMENT "C"
CONSULTANT'S BASIC AND ADDITIONAL SERVICES

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

10 AUG 19 PM 5:26

CITY CLERK DEPT

ATTACHMENT "C"
CONSULTANT'S BASIC AND ADDITIONAL SERVICES

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

10 AUG 19 PM 5:26

CITY CLERK DEPT.

ATTACHMENT "C"
CONSULTANT'S BASIC AND ADDITIONAL SERVICES

- 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.

BIDDING PHASE

10 AUG 19 PM 5:25
CITY CLERK DEPT.

ATTACHMENT "C"
CONSULTANT'S BASIC AND ADDITIONAL SERVICES

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

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

CONSTRUCTION PHASE

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

1. Attend the pre-construction conference to assist the Owner in responding to all questions from the construction contractor.
2. Advise and consult with the Owner and act as the Owner's representative as provided in the general conditions of the Agreement included in the construction contract. Such general conditions shall be the Owner's standard general conditions for construction projects, with such changes and modifications as may be made in such general conditions being agreed to by both the Consultant and the Owner.

10 AUG 19 PM 5:26
CITY CLERK DEPT.

ATTACHMENT "C"
CONSULTANT'S BASIC AND ADDITIONAL SERVICES

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.

10 AUG 19 PM 5:26
CITY CLERK DEPT

ATTACHMENT "C"
CONSULTANT'S BASIC AND ADDITIONAL SERVICES

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

10 AUG 19 PM 5:26

CITY CLERK DEPT.

ATTACHMENT "C"
CONSULTANT'S BASIC AND ADDITIONAL SERVICES

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.
15. Furnish property surveys and legal descriptions as needed to acquire additional right-of-way or additional property.
16. Revise previously approved studies, reports, design documents, drawings, or specifications, except when said revisions are required as a result of errors, negligence, or other fault on the part of the Consultant.
17. Prepare documents for alternate bids requested by the Owner for construction work for which bids have not been awarded.
18. If Best Value Evaluation Criteria are required after the Consulting fees have been negotiated and accepted, the Consultant may request Additional Service fees.
19. Prepare detailed renderings, exhibits, or scale models for the Project, except as otherwise required herein.
20. Furnish additional tests and inspections, in excess of those required herein during the Construction Phase.
21. Prepare change orders requiring additional significant design changes not provided for in the Agreement, requested by the Owner.
22. Inspect each construction contract site prior to expiration of the guarantee period and report, in written form, observed discrepancies under guarantees provided by the construction contractor.
23. Provide additional or extended services during construction made necessary by: a) work damaged by fire or other cause during construction; b) prolongation of the construction contract time by more than twenty-five percent provided that such prolongation is not caused by errors, negligence, or other fault on the part of the Consultant; c) Acceleration of the work schedule involving services beyond normal city working hours; or d) the construction contractor's default under the construction contract due to delinquency or insolvency.

10 AUG 19 PM 5:26
CITY CLERK DEPT.

ATTACHMENT "C"
CONSULTANT'S BASIC AND ADDITIONAL SERVICES

24. Provide extensive assistance in the initial start-up and test operation of equipment or devices and the preparation of manuals of operation and maintenance.
25. Serve as an expert witness for the Owner in any litigation or other proceeding involving the Project.

ADDITIONAL SERVICES OF THE CONSULTANT

GENERAL

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

1. Furnish core borings, probings, and hydrographic surveys; laboratory testing; inspection of samples or materials; and other special consultations.
2. Provide Additional Services due to significant changes in the general scope of the Project or its design including, but not limited to, changes in size, complexity, or character of construction if the changes are inconsistent with approvals or instructions previously given by the Owner including revisions made necessary by adjustments in the Owner's scope or budget, except where the Consultant's preliminary study and report, preliminary design, pre-final design, or final design cost opinions exceed the budgeted amount, or in the case where all responsible bids exceed the Consultant's final design cost opinions by ten percent or more.
3. Furnish additional copies of studies, reports, and additional prints of Drawings and Specifications in excess of those required herein.
4. Provide investigations involving detailed consideration of operation, maintenance, and overhead expenses as well as the preparation of rate schedules, earnings and expense statements, feasibility studies, appraisals and valuations, detailed quantity surveys of material or labor.
5. Provide Additional Services in connection with the Project not otherwise provided for in this Agreement, except where those services are required as a result of negligence or other fault on the part of the Consultant.

RESIDENT PROJECT SERVICES

ATTACHMENT "C"
CONSULTANT'S BASIC AND ADDITIONAL 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.

10 AUG 19 PM 5:26
CITY CLERK DEPT.

**ATTACHMENT "D"
PAYMENT AND DELIVERABLE SCHEDULES**

For the Project known as "(McCombs Landfill MSW-729A Cell Construction and Site Development Improvements)", hereinafter referred to as the Project, the Owner will compensate the Consultant an amount not to exceed (Seven Hundred Forty Nine Thousand Seven Hundred and Ninety Four) 66/100 DOLLARS (\$749,794.66) for all Basic Services and reimbursables noted within the Agreement and its attachments.

PAYMENT SCHEDULE

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

	Fixed fee Payment to Consultant	
Report Phase		\$N/A
Preliminary Design Phase		\$316,814.65
Pre-Final Design Phase		\$97,481.43
Final Design Phase		\$73,111.08
<hr/>		
Bidding Phase	Time and Materials	Proposal Estimated Amount \$16,673.02
Construction Phase	Time and Materials	Proposal Estimated Amount \$245,714.48

CITY CLERK DEPT.
10 AUG 19 PM 5:26

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

Payment for each Phase shall be made on a monthly basis. The Owner shall make payments upon presentation of the Consultant's detailed Invoice and accompanying Summary and Progress Report and the Owner's written approval.

DELIVERABLE SCHEDULE

REPORT PHASE

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

ATTACHMENT "D"
PAYMENT AND DELIVERABLE SCHEDULES

PHASE I—PRELIMINARY DESIGN PHASE

The services called for in **Phase I** of this Agreement shall be completed and **fifteen copies** of any required documents and opinion of probable construction costs shall be submitted within **75 consecutive calendar days** following written authorization from the Owner for the Consultant to proceed.

PHASE II—PRE-FINAL DESIGN PHASE

The services called for in **Phase II** of this Agreement shall be completed and **ten copies** the required documents and services shall be submitted within **30 consecutive calendar days** following written authorization from the Owner for the Consultant to proceed.

PHASE III—FINAL DESIGN PHASE

The services called for in **Phase III** of this Agreement shall be completed and **three copies** of final design Drawings and Specifications for review and approval prior to the reproduction for bidding purposes shall be submitted within **21 consecutive calendar days** following written authorization from the Owner for the Consultant to proceed. And, **thirty copies** of the Drawings and Specifications in final approved form for bidding purposes for each construction contract shall be submitted within **3 consecutive calendar days** following written authorization from the Owner for the Consultant to proceed.

PHASE IV—BIDDING PHASE

Provide services as authorized by Owner during the bid phase as described in Attachment "C" and submit **three copies** of all addenda to the Owner for appropriate action within **1 consecutive calendar days**.

PHASE V - CONSTRUCTION PHASE

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

CITY CLERK DEPT.
10 AUG 19 PM 5:26

ACORD™ CERTIFICATE OF LIABILITY INSURANCE		DATE (MM/DD/YYYY) 5/18/2010
PRODUCER (915) 544-3111 Wells Fargo Insurance Services USA, Inc. 2505 East Missouri El Paso, TX 79903	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 Moreno Cardenas, Inc. 2505 E. Missouri, Ste. 100 El Paso, TX 79903-	INSURERS AFFORDING COVERAGE	
	INSURER A: Hartford Lloyds	NAIC # 38253
	INSURER B: Texas Mutual Insurance Company	
	INSURER C:	
	INSURER D:	
	INSURER E:	

COVERAGES

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

INSR ADD'L LTR	INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	X	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	65SBAGB8395SC	11/19/2009	11/19/2010	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	X	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	65SBAGB8395SC	11/19/2009	11/19/2010	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 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 EA ACC AGG \$
A		EXCESS/UMBRELLA LIABILITY <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE DEDUCTIBLE <input checked="" type="checkbox"/> RETENTION \$ 10,000	65SBAGB8395SC	11/19/2009	11/19/2010	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000
B		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below OTHER	SBP0001185302	11/19/2009	11/19/2010	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS
 See attached page.

CERTIFICATE HOLDER City of El Paso ATTN: Irene Ramirez, P.E. Assistant City Engineer 2 Civic Center Plaza, 4th Floor 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
---	---

DESCRIPTION OF OPERATIONS -

Moreno Cardenas, Inc.
2505 E. Missouri, Ste. 100
El Paso, TX 79903-

City of El Paso
ATTN: Irene Ramirez, P.E.
Assistant City Engineer
2 Civic Center Plaza, 4th Floor
El Paso, TX 79901-

RE: McCombs Landfill MSW-729A Cell Construction and Site Development.

Certificate holder is listed as Additional Insured on the General Liability and Non-Owned & Hired Auto as their interest may appear. Waiver of Subrogation is applicable to the Workers Compensation.

The insurance covered by this certificate will not be canceled, and there will be no change in coverage or deductibles, except after thirty (30) consecutive calendar days written notice (10 days notice applies for non-payment of premium), of intent to cancel or change said insurance has been provided to the City of El Paso.

10 AUG 19 PM 5:27

CITY CLERK DEPT.

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
05/18/2010

PRODUCER USI Southwest 7600 B N. Cap of TX Hwy. #200 Austin, Texas 78731 512-451-7555	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	NAIC #
INSURED Moreno Cardenas, Inc. 2505 E. Missouri, Suite 100 El Paso, TX 79903	INSURER A: XL Specialty Insurance Company	37885
	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 ADD'L LTR	INSRD	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 \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 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/UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE DEDUCTIBLE RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$
		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below				WC STATU-TORY LIMITS OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A		OTHER Professional Liability Claims Made Pol.	DPR9681951	12/17/09	12/17/10	\$1,000,000 per claim \$2,000,000 annl aggr.

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

Re: McCombs Landfill MSW-729A Cell Construction and Site Development.
 Prof Liab: The aggregate limit is the total insurance available for claims presented within the policy period for all operations of insured. The limit will be reduced by payment of indemnity and expense.
 *Except in the event of non payment of premium.

CERTIFICATE HOLDER

CANCELLATION

City of El Paso - Engineering Department Attn: Irene Ramirez, P.E. Assistant City Engineer 2 Civic Center Plaza, 4th Floor El Paso, TX 79901	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 <i>Irene Ramirez</i>
--	---

CITY CLERK DEPT.

IMPORTANT

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

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

DISCLAIMER

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

10 AUG 19 PM 5:27

CITY CLERK DEPT