

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

DEPARTMENT: Engineering

AGENDA DATE: December 1, 2009

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

DISTRICT(S) AFFECTED: All

SUBJECT:

That the City Manager be authorized to sign the Agreement for Engineering Services by and between the City of El Paso and CH2M HILL, Inc., a Florida Corporation, for a project known as "Landfill Gas Recovery System and Master Plan" for an amount not to exceed Two Hundred Twenty Six Thousand Seven Hundred Ninety Two and 00/100 Dollars (\$226,792.00) and that the City Engineer be authorized to approve up to \$50,000.00 in additional services for a total contract amount not to exceed Two Hundred Seventy Six Thousand Seven Hundred Ninety Two and 00/100 Dollars (\$276,792.00)

BACKGROUND / DISCUSSION:

Environmental Services Department proposes to develop a Landfill Gas Management Plan and associated engineering design plans for the possible installation of a landfill gas recovery system (LFG) at the Clint Landfill. The Environmental Services Department proposes to award an engineering contract to CH2M Hill for the preparation of such plans and securing of environmental permits for an LFG.

CH2M Hill Inc. will provide analysis of the methane gas generation at the Clint Landfill. This analysis will be used to prepare a Landfill Gas Management Plan and associated engineering design plans/specifications for installation/construction of a gas recovery system. The analysis will also look at an array of uses for the gas and determine the feasibility of an end user of the gas. The contractor will also prepare all applicable environmental permit applications required for the installation of the system.

PRIOR COUNCIL ACTION:

N/A

AMOUNT AND SOURCE OF FUNDING:

The funding is coming from a stimulus grant from the Federal Government. Fund 05590, Dept ID 34150062, Grant GEECBG04

BOARD / COMMISSION ACTION:

N/A

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

DEPARTMENT HEAD:



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

Information copy to appropriate Deputy City Manager

RESOLUTION

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

That the City Manager be authorized to sign the Agreement for Engineering Services by and between the **City of El Paso** and **CH2M HILL, Inc.**, a Florida Corporation, for a project known as "**Landfill Gas Recovery System and Master Plan**" for an amount not to exceed **Two Hundred Twenty Six Thousand Seven Hundred Ninety Two and 00/100 Dollars** (\$226,792.00) and that the City Engineer be authorized to approve up to \$50,000.00 in additional services for a total contract amount not to exceed **Two Hundred Seventy Six Thousand Seven Hundred Ninety Two and 00/100 Dollars** (\$276,792.00)

ADOPTED THIS _____ DAY OF _____ 2009.

CITY OF EL PASO:

John F. Cook, Mayor

ATTEST:

Richarda Duffy Momsen, City Clerk

APPROVED AS TO FORM:



Mark Shoosmith
Assistant City Attorney

APPROVED AS TO CONTENT



R. Alan Shubert, P.E.
City Engineer

THE STATE OF TEXAS)
)
COUNTY OF EL PASO)

**AN AGREEMENT FOR
PROFESSIONAL SERVICES**
(Agreements over \$100,000.00)

This Agreement is made this _____ day of _____, 2009 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 **CH2M Hill, Inc.** a Florida Corporation, hereinafter referred to as the “**Consultant**”.

WHEREAS, the Owner intends to engage the Consultant to perform professional services for a project known as “**LANDFILL GAS RECOVERY SYSTEM AND MASTER PLAN**,” hereinafter referred to as the “**Project**”, as further described in **Attachment “A”**; and

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

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

**ARTICLE I.
ATTACHMENTS**

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

Attachment “A”	Scope of Services and Project Budget
Attachment “B”	Consultant’s Fee Proposal and Hourly Rates
Attachment “C”	Consultant’s Basic and Additional Services
Attachment “D”	Payment and Deliverable Schedules

**ARTICLE II.
PROJECT**

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

2.2 In completion of such phases, the Consultant shall comply with the City of El Paso Engineering Department Construction Document Guidelines in effect on the execution date of this Agreement in the performance of the services requested under the Design Phase of this Agreement. Such Guidelines are available in the Engineering Department.

2.3 The Consultant shall serve as the Owner's professional representative in those phases of the Project to which this Agreement applies and shall give consultation and advice to the Owner during the performance of services.

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

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

ARTICLE III. CONSULTANT FEES AND PROJECT BUDGET

3.1 **PAYMENT TO CONSULTANT.** The Owner shall pay to the Consultant an amount not to exceed two hundred twenty-six thousand seven hundred ninety two **AND 00/100 DOLLARS (\$226,792.00)** for all basic services and reimbursables performed pursuant to this Agreement. The Consultant's fee proposal for the performance of all Basic Services and reimbursables is attached hereto as **Attachment "B"**. Payments to the Consultant shall be made pursuant to the schedule enumerated within **Attachment "D"**.

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

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

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

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

3.4 PROJECT CONSTRUCTION BUDGET. The Consultant acknowledges that the construction budget for this Project allocates **N/A AND 00/100 DOLLARS (\$0.00)** 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 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.

4.3.3 TERMINATION SHALL NOT BE CONSTRUED AS RELEASE. Termination by either party shall not be construed as a release of any claims that the terminating party may be lawfully entitled to assert against the terminated party. Further,

the terminated party shall not be relieved of any liability for damages sustained by the terminating party by virtue of any breach of this Agreement.

ARTICLE V. INSURANCE AND INDEMNIFICATION

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

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

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

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

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

- b) **AUTOMOBILE LIABILITY**
 - Combined Single Limit**

\$1,000,000.00 per accident

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

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

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

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

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

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

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

5.2.1 CONSULTANT'S LIABILITY LIMITED TO AMOUNT OF INSURANCE REQUIREMENTS. Consultant shall procure and maintain insurance as required by and

set forth in the terms and conditions of this Agreement. Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by law, the total liability, in the aggregate, of Consultant and Consultant's officers, directors, partners, employees, agents, and consultants (hereafter referred to collectively as "Consultant"), to Owner and anyone claiming by through, or under Owner for any and all claims, losses, costs, or damages, whatsoever arising out of, resulting from or in any way related to the Project or the Agreement from any cause or causes, including but not limited to the negligence, professional errors or omissions, strict liability or breach of contract, or warranty express or implied of Consultant (hereafter "Owner's Claims"), shall not exceed the total insurance proceeds paid on behalf of or to Consultant by Consultant's insurers in settlement or satisfaction of Owner's Claims under the terms and conditions of Consultant's insurance policies applicable thereto (excluding fees, costs and expenses of investigation, claims adjustment, defense, and appeal). If no such insurance coverage is provided with respect to Owner's Claims, then the total liability, in the aggregate, of Consultant to Owner and anyone claiming by, through, or under Owner for any and all such uninsured Owner's claims shall not exceed \$250,000.00 per person or \$500,000.00 per incident with property damage liability limited to \$100,000.00 per incident.

ARTICLE VI. FEDERAL PROVISIONS

6.1 COMPLIANCE WITH APPLICABLE LAWS - FEDERAL FUNDING REQUIREMENTS

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

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

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

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

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

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

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

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

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

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

6.2 TERMINATION FOR CANCELLATION OF GRANT.

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

ARTICLE VII. GENERAL PROVISIONS

7.1 CONTRACT TIME. Consultant understands and agrees to provide all professional services and deliverables requested herein, as expeditiously as is consistent with professional skill and care, and to use its best efforts to complete all phases of this Agreement within the time schedules indicated within **Attachment "D"**. It is acknowledged that the Consultant does not have control over all aspects of the design and construction process and cannot warrant that it will complete all services and deliverables by a certain date. The Consultant shall timely notify the City Engineer of any delay beyond its control and the City Engineer shall extend the time schedule in the event of delays which the City Engineer reasonably determines are beyond the control of the Consultant. The Consultant will perform these services with reasonable diligence and expediency consistent with sound professional practices and consistent with the schedule provided in **Attachment "D"**.

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

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

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

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

7.3 CONSULTANT'S QUALITY OF WORK. The Owner's review of any documents prepared by the Consultant is only general in nature and its option to approve and accept the work in no way relieves the Consultant of responsibility for any specific deficiencies in its professional service. The Consultant's services shall be performed as expeditiously as is consistent with professional skill and care and the orderly progress of the Project and in accordance with the time periods established in **Attachment "D"** and which shall be adjusted, if necessary, as the project proceeds. This schedule shall include allowances for periods of time required for the Owner's review, for the performance of the Owner's consultants, and for

approval of submissions by authorities having jurisdiction over the project. The identified time limits shall not, except for reasonable cause, be exceeded by the Consultant or Owner. Services provided by the Consultant under this Agreement shall be performed in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing under similar circumstances.

7.4 COPYRIGHT AND REPRODUCTION RIGHTS. Upon payment of amounts due, the Drawings, Specifications, concepts and design, and other documents prepared by the Consultant for this Project including, without limitation, those in electronic form (sometimes referred to as the "Instruments of Service") are the property of the Owner, who shall be vested with all common law and statutory rights. The Owner shall have the right to the use of the Drawings, Specifications and other documents for the maintenance, repair, remodeling and renovation of the Project; provided however the Consultant shall have no liability for any use of one or more of the Instruments of Service by the Owner for maintenance, repair, remodeling and renovation of the project. The Owner shall have the consent of the Consultant, provided, however, the Consultant shall have no liability or responsibility for such use of the Drawings, Specifications, concepts and design, and other documents. The rights granted to the Owner herein for the use of the Drawings, Specifications and other documents for additional projects shall not grant the Owner any right to rely upon the Consultant's seal on the Drawings and Specifications or to hold the Consultant responsible for any subsequent use of the Drawings, Specifications and documents. The Consultant shall provide the Owner with copies of the Instruments of Service in both electronic form and in hard copy.

7.5 AUDITING RECORDS FOR THE SPECIFIC PROJECT. Consultant's records subject to audit shall include but not be limited to records which, in the Owner's discretion, have a bearing on matters of interest to the Owner in connection with the Consultant's work on this Project for the Owner and shall be open to inspection and subject to audit and/or reproduction by Owner's agent or its authorized representative to the extent necessary to adequately permit evaluation and verification of (a) Consultant's compliance with contract requirements, and (b) compliance with provisions for computing Direct Personnel Expense with reimbursables, if applicable.

Such records subject to audit shall also include those records necessary to evaluate and verify direct and indirect costs, (including overhead allocations) as they may apply to costs associated with this Agreement. In those situations where Consultant's records have been generated from computerized data, Consultant agrees to provide Owner's representatives with extracts of data files in computer readable format on data disks or suitable alternative computer data exchange format.

The Owner or its designee shall be entitled, at its expense, to audit all of the Consultant's records related to this Project, and shall be allowed to interview any of the Consultant's employees, pursuant to the provisions of this section throughout the term of this contract and for a period of **three (3) years** after final payment or longer if required by law. Such audits may require inspection and photo copying of selected documents from time to time at reasonable times and places.

representations or agreements, whether written or oral. This Agreement shall not be amended or modified, except by written amendment, executed by both parties.

WITNESS THE FOLLOWING SIGNATURES AND/OR SEALS:

CITY OF EL PASO:

Joyce Wilson, City Manager

CONSULTANT:

Consultant's Firm Name

By: *San Eli*
Title: VICE PRESIDENT

APPROVED AS TO FORM:

 Mark Shoosmith
Mark Shoosmith
Assistant City Attorney

APPROVED AS TO CONTENT:

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

(Acknowledgements on following page)

ACKNOWLEDGEMENTS

THE STATE OF TEXAS §
 §
COUNTY OF EL PASO §

This instrument was acknowledged before me on this _____ day of _____, 2009,
by Joyce A. Wilson, as City Manager of the City of El Paso, Texas.

Notary Public, State of Texas

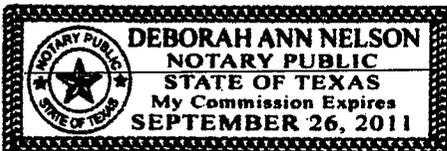
My commission expires:

THE STATE OF TEXAS §
 §
COUNTY OF EI PASO §

This instrument was acknowledged before me on this 20 day of November 2009,
by Sam Irrinki, P.E., as Vice President of CH2M Hill, Inc.

Deborah Ann Nelson
Notary Public, State of Texas

My commission expires:





CH2MHILL

CH2M HILL
445 Executive Center
Suite 110
El Paso, Texas 79902
Tel 915 543 9089
Fax 915 545 2859

November 3, 2009

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

Subject: Landfill Gas Recovery System and Master Plan Proposed Scope of Work

Dear Ms. Ramirez:

Thank you for the opportunity to continue to work with the City of El Paso (City) on the Landfill Gas Recovery System and Master Plan Project. We are pleased to provide the following scope of work for your review and approval. To facilitate your review, this scope of work has been further detailed and delineated in the attached estimated project cost spreadsheet which indicates the assumed level of effort in labor hours and expenses for each of the work tasks and subtasks. It is our intent that the estimated cost sheet and this written scope are complementary and together represent the current assumptions or allowances we have developed for the project. We are willing at any time to discuss the scope, modify the approach, adjust the level of effort, and provide more information if needed.

Proposed Scope of Work

Task 1: Project Management

CH2M HILL will provide overall project management, project delivery and coordination of internal staff, various required subcontractors, vendors and other project resources such as administrative support needed to accomplish the work tasks throughout the life of the project, (the initial period of performance is assumed to be December 1, 2009 through June 30, 2010). This will include efforts for overall project progress and budget control to be performed using financial tracking and cost forecasting resources. Monthly internal budget updates will be used to track project performance throughout the course of the project. The project will be set up and billed by individual task. This task will generally include all related project accounting, subcontractor oversight and invoice approvals, invoice preparation and submittal as needed. Monthly invoices will include project status reports that describe the work performed within the billing period for each task. Project status tables will be included, which detail the total budget, remaining budget, current invoice totals, and billed-to-date totals for

ATTACHMENT A

Ms. Irene D. Ramirez

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November 3, 2009

each task. Monthly status reporting will include invoices, financials, and brief narratives of task status.

Additionally, upon commencement of the project, CH2M HILL will develop a suitable master project schedule, which will include deliverable due dates, project milestones, and sufficient detail to allow the City to track and gauge the progress of the overall project. CH2M HILL will also provide the City with updates to this master schedule, on a monthly basis throughout the duration of the project.

CH2M HILL will prepare and engage in an estimated fourteen phone conference meetings to be held between CH2M HILL and City personnel on an unscheduled or as needed basis to discuss specific issues related to the implementation of the project. The CH2M HILL project manager and appropriate staff will be on the phone call with City staff.

Task 1.0 Assumptions

- The schedule will be prepared and maintained using Microsoft Project software.
- Work efforts include the preparation of one original master project schedule and subsequent monthly updates throughout the duration of the project.
- Each unscheduled meeting will be approximately 1 hour in duration and include 1 hour of preparation by CH2M HILL.
- Unscheduled Meetings will be via telephone.
- Meeting minutes will not be developed for unscheduled meetings.

Task 2: LFG Management

Subtask 2.1 Data Collection and Review

As part of this task, CH2M HILL will assemble specific site data and historical reports or relevant documentation for both the Clint and the McCombs Landfills. We will prepare and submit requests to the City's project manager for information and data pertinent to the overall planning and design efforts related to this project. Then we will evaluate and compile the data received into appropriate tables, summaries, or formats suitable for further use by the project team. If necessary upon completion of this compilation, a brief Technical Memorandum (TM) summarizing and identifying any major or significant data gaps will be prepared and submitted to the City. Additionally, CH2M HILL will prepare two hard copy collated documents (loose ring binder) of data, information or figures collected and reviewed in this task. One hard copy of these documents will be submitted to the City for their files and future reference.

Examples of data to be requested and obtained include, but are not limited to, the following:

- Existing site aerial and topography maps
- Current and historical site operating permits or records
- Site investigation reports, technical memos or studies
- Existing geotechnical investigations of subsurface conditions
- City or County storm water, drainage or runoff control requirements

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- County Solid Waste Management Plans
- Waste In-Place quantity estimates/characterization data
- Existing site utility information
- Onsite energy utilization requirements including site load and average electrical power consumption and vehicle fuel consumption, including types of engines and fuels used in fleet

Subtask 2.1 Assumptions

- All data to be reviewed will be provided to CH2M HILL by the City staff or others; readily available in an electronic format, and that exist in summarized or tabulated formats.
- The level of effort included in this task relates only to the gathering of existing sources and specifically does not include labor or other expenses allocated for new independent investigation, calculation or recreation of any required data, information and other documentation.

Subtask 2.2 Confirm LFG Generation Estimates

CH2M HILL will review and update the existing LFG generation models for both the Clint and McCombs Landfills based on the waste tonnage data and as previously reported or prepared by other consultants (RW Beck Study). CH2M HILL's proprietary LFG generation modeling software (LFGGEN) will be used to project annual LFG generation and recovery for a 40-year period starting with the date of initial acceptance of waste in the various landfill cells or areas. The projected LFG quantities will then be used in subsequent tasks to size gas collection pipes, exhausters, flares and other system components, and to evaluate the potential for various LFG Utilization schemes or business models.

CH2M HILL will prepare a brief TM, which will document the additional confirmation LFG model results. Following receipt of City comments regarding the draft TM, CH2M HILL will finalize and distribute the TM.

Subtask 2.2 Assumptions

- It is assumed that all required LFG generation model input is currently available from existing data, and will be provided to CH2M HILL by the City staff or others.
- No Landfill site/field investigation, LFG testing, sampling or monitoring will be performed as part of this subtask.
- However, if based upon the initial review and evaluation of available data, additional field investigations of LFG testing, sampling or monitoring is required a follow-on scope of work and budget will be prepared.

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Subtask 2.3 Prepare LFG Management Plan (Draft & Final)

A site specific Landfill Gas Management Plan (LFGMP) will be prepared and submitted for the Clint Landfill only, as part of the LFG Management task. The intent of the LFGMP will be to provide the City staff with a basic plan for the installation and operation of the LFG system as it continues to operate into the future. The LFGMP will help to facilitate appropriate monitoring and on-going data collection. The LFGMP will outline a re-evaluation process meant to help the City evaluate whether the Clint Landfill has an appropriate LFG collection system and LFG monitoring system in place that is being operated and maintained in accordance with applicable federal and state regulations. The LFGMP will include an anticipated schedule of LFG collection system installation, based on the results of the LFG modeling accomplished in the subtask above. The LFGMP will also include appendices of any existing LFG monitoring plan that provides a general description of the required routine monitoring efforts along with specific monitoring parameters, specific analysis methods and reporting requirements for the perimeter LFG monitoring probes currently installed at the landfill.

This LFGMP, in draft version, will include a preliminary, conceptual LFG collection system design that will provide a schematic layout of the system based on technical and regulatory requirements, and typical information regarding the design and installation of horizontal and vertical LFG collectors, headers and LFG flare system. The final version of the LFGMP which will be completed prior to actual installation of the LFG system will include detailed final engineering design plans, and construction specifications. The LFGMP will essentially be a compilation of the results of the overall project tasks and may include the following:

- LFG generation and recovery projections for the Closed, Inactive, Active and Future waste placement Cells for a 40 year period starting with the initial acceptance of waste in each respective Cell
- Schematic design and phasing plan for selected LFG management system
- Operational requirements including equipment and condensate disposal requirements
- A Capital Improvement Plan and an anticipated construction schedule to implement the recommendations

Subtask 2.3 Assumptions

- The draft version of the LFGMP will be finalized upon completion of one round of comments and editing based upon feedback received from the City.

Subtask 2.4 Review Existing Site Investigations

In this task, CH2M HILL will review and evaluate existing site investigations, geological studies, soils reports and other related materials or data, in order to determine critical parameters or design considerations to be utilized in the development of the overall basis of design, as well as the engineering design plans and specifications for the required LFG collection systems, and LFG Blower/Flare facilities.

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Subtask 2.4 Assumptions

- It is assumed that all Soils Data, Reports or other Geotechnical data required to complete the LFG system engineering and design is currently available from existing or previous Landfill site studies, and will be provided to CH2M HILL by City staff or others.
- No new Landfill site/field investigation, soils testing, sampling, soils report preparation or drilling activities will be performed by CH2M HILL as part of this subtask.
- However, if based upon the review and evaluation of available data, additional field investigations, testing, sampling or drilling is indicated or found to be required, a follow-on scope of work and budget will be prepared.

Subtask 2.5 Preparation of Topographic Base Maps

Based upon initial feedback from the City staff, CH2M HILL anticipates that the required base topographic maps needed to develop design plans for either the Clint or the McCombs Landfills should be currently available in a suitable electronic format and will be provided by the City or others. However, upon further investigation and with the concurrence of the City, if it is determined that these base maps do not exist or are found to be unsuitable, CH2M HILL will then undertake activities needed to generate new and suitable base topographic maps for either one or both of the Landfill sites. These activities could include aerial mapping, surveying and map development conceptual engineering, computer-aided design and drafting (CADD), reproduction, and development of supporting documentation as needed to produce the base site topographic plan.

Subtask 2.5 Assumptions

- The specific scope activities of this subtask are not defined currently, therefore in this subtask; CH2M HILL has assumed only a rough cost allowance to be utilized primarily for engaging specialty subcontractors to undertake the development of the required base site topographic plans.

Subtask 2.6 Prepare Basis of Design Report (Draft & Final)

Generally in this task, CH2M HILL will prepare a Basis of Design Report that undertakes and performs an inter-related study on the engineering analysis, calculations and reports required to develop backup and supporting documentation to the engineering design plans and specifications to be developed for the Clint Landfill LFG system only. In the draft version of the Report, preliminary design concepts, elements, and criteria will be developed and documented as needed. These elements will be confirmed and finalized in the final version of the Report.

The basic purpose of the Basis of Design Report is to establish the design criteria for the LFG Processing/Treatment Facility and Equipment; specify requirements and standards for size and quality of the LFG Processing/Treatment Facility and the LFG Collection Piping; as well

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as allow interested project stakeholders (permitting agencies, design reviewers etc.) to evaluate the calculations, assumptions and basis utilized to develop the design of the Clint Landfill LFG System.

The Basis of Design Report will generally consist of two sections: design criteria and design plans/ drawings. The design criteria will include performance-based criteria for the design of the LFG Processing/Treatment Facility, and the LFG Collection Piping. The design criteria portion of the Report is anticipated to include the following sections:

- Section 1 - Overall Project Design Criteria, providing the overall direction of the project including project background, waste flow projections, general scope of work and obligations.
- Section 2 - Mechanical and Process, providing minimum equipment quantities and performance requirements.
- Section 3 - Facilities, describing the general requirements for the Blower/Flare plant and equipment.

Subtask 2.6 Assumptions

- The draft version of the Basis of Design Report will be finalized upon completion of one round of comments and editing based upon feedback received from the City.

Subtask 2.7 LFG Collection System Engineering Design Plans and Specifications (3 Levels: Conceptual, Permit and "For Construction")

In accordance with the City's required scope of work, the LFGMP will include the necessary plans, specifications, and construction drawings required for the procurement and installation of the LFG collection system. This effort will utilize the features, data, concepts and assumptions that will have been developed in the Basis of Design Report as described above. The design and development of the necessary LFG collection system elements will be staged and tied to projections of LFG volumes and potential availability. It is anticipated that both the design plans and specifications will be prepared in a draft and final version and developed in three successive stages of complexity: a Conceptual level, a Permit level and a "For Construction" level.

In the initial Conceptual level, CH2M HILL will prepare layouts and placement of the LFG Extraction Wells, a preliminary routing for the associated collection piping/header system; and an initial location for the proposed blower/flare facility. Once the concepts and design elements have been thoroughly reviewed and approved by both the City and the required Texas State regulatory agencies, CH2M HILL will continue to finalize the plans and specifications to a stage where first, they are sufficiently detailed to be utilized as a part of a permit application package and construction and; then second, completed to a level suitable as "For Construction" documents to be used in a contractor selection/procurement effort.

As part of this plan and specification preparation process, CH2M HILL will perform the following:

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- LFG collection system design including: Layout the collection system, superimposed on a suitable landfill base topographic map; Perform gas flow pressure-drop calculations for the gas collection system including flow through refuse, and pipe flow; selection of the collection piping and associated valving materials for the system and; identify LFG blower/exhauster peak flow and vacuum criteria required, based on the collection system design.
- Condensate collection and disposal system design including: estimate the condensate production in the landfill gas collection system; layout of the condensate drainage and collection lines; design condensate drain traps and pumping systems to remove the condensate from the gas collection piping and; design of a condensate sump pit and pump at the blower/flare station for condensate disposal and piping.
- Prepare construction plans and specifications for the gas collection system including: extraction wells/collectors, gas piping, condensate piping, condensate traps, and condensate sump pit and pump.

Twelve drawing/plan sheets are assumed to be necessary for the landfill gas collection system drawings.

- Collection system layout sheet (4)
- Collection system detail sheet (2)
- Collection system piping profile sheet (4)
- Condensate trap and piping system sheet
- Condensate sump pit and pump sheet

Subtask 2.7 Assumptions

- It is assumed that LFG extraction wells/collectors in the initial system will be vertically drilled wells.
- It is assumed that LFG collection system piping will either be shallow-buried in the landfill final cover or buried outside of the waste footprint of the landfill.
- All specifications will be prepared in the "Construction Specifications Institute" format.
- CH2M HILL will meet or discuss with appropriate City staff prior to completion of each of the three Levels of Design Plans and Specifications at the Draft level to review the design and receive comments.
- CH2M HILL will then incorporate City comments received from the design review meetings into the design plans as appropriate.
- The Draft versions will be updated to the Final version upon completion of one round of comment/revisions received from the City.

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Subtask 2.8 Blower and Flare Station Design Plans and Specifications (3 Levels: Conceptual, Permit and "For Construction")

Under this subtask, CH2M HILL will evaluate the requirements and then prepare engineering design drawings and specifications for an appropriately sized and compatible LFG Blower/Flare station or facility to serve the Clint Landfill. This design scenario will be based on a Blower/Flare station that provides stand-alone LFG control. The initial design and equipment sizing will allow for LFG management of the existing Landfill and additional future design options will be developed for future waste placement cells. This initial design scenario is anticipated to include specification of a flare with the ability to monitor stack temperatures, and meet air permit requirements for LFG control at the Landfill site.

CH2M HILL will develop performance specifications for an automated, package blower/exhauster and flare system. The specifications will provide minimum safety, control, and automated shutdown parameters, automated gas flow monitoring and recording, gas measurement parameters and recording, minimum and maximum gas flow and combustion temperature requirements, and free liquid/water knockout. The specifications will also require the vendor to provide training and an operations manual. Information on electrical power available at the flare site and metering requirements will be developed as a part of the Basis of Design report for inclusion in the specifications package. The location and approximate footprint of the blower/flare concrete foundations/pad will be shown on the system drawings.

Three drawing/plan sheets are assumed to be necessary for the landfill gas blower/flare station drawings.

- Blower/flare station layout sheet
- Piping, valving and metering profile sheet
- Blower/flare station detail sheet

Subtask 2.8 Assumptions

- This subtask assumes that CH2M HILL will not perform any required engineering, design or development of specifications for any type of more complex LFG processing, treatment or compression equipment that may be needed as part of an eventual LFG utilization scenario or project.

Subtask 2.9 Prepare Engineer's Cost Estimates (2 Levels: Permit and "For Construction")

CH2M HILL will prepare a series of increasingly detailed opinions of probable construction costs for the installation and construction of the Clint Landfill LFG System based on the two levels of design plans as described above. One estimate will be provided for each of the Permit and "For Construction" level scenarios. Draft cost opinions will be reviewed with the City along with each of the phases of the draft design plans and specifications. The cost opinions will be modified to reflect changes to the design plans and specifications as a result of one round of City review comments. The cost opinions for the final construction design plans will be submitted to the City along with the final "For Construction" design documents.

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Subtask 2.9 Assumptions

- All of the various levels of cost opinions that will be developed by CH2M HILL in this subtask will be prepared to correspond to an appropriate Order of Magnitude, and as defined by the American Association of Cost Engineer's (AACE).

Subtask 2.10 Project Permitting

Under this subtask CH2M HILL will prepare and submit an appropriate Texas Commission of Environmental Quality (TCEQ) application and other local applications for the necessary permits required to authorize the construction and installation of the Clint Landfill LFG System.

Prior to the preparation of permit applications, CH2M HILL will prepare, schedule and hold a pre-application meeting with the permitting section of the TCEQ staff to discuss the proposed initial LFG collection system design and the potential concepts for developing the LFG resources. CH2M HILL will prepare an agenda and exhibits as needed for the TCEQ pre-application permitting meeting. CH2M HILL will utilize the draft version of the Basis of Design Report, including the Conceptual level plans described above to inform the regulators of the project and; to solicit initial feedback and respond to questions and concerns on the proposed LFG System design. Upon completion of the meeting, a draft meeting summary will be prepared and distributed to the City, TCEQ, and other attendees. Comments will be incorporated as appropriate and a final summary will be distributed to the City, TCEQ, and other attendees.

It is anticipated that the permitting process may involve modifications and or revisions to the existing Clint Landfill Operating Permits such as the Solid Waste Facility or Air Quality permit. However, complex or detailed air emissions modeling or calculations needed to accomplish the required permitting for the LFG flare are not anticipated or included currently in the scope of this subtask. Utilizing the information and feedback received from the pre-application meeting described above, CH2M HILL will prepare a brief memorandum to detail the required permit modifications, specific application forms, technical data requirements such as emissions modeling, and public notice requirements needed to complete the process. This memorandum will also define an overall strategy for the entire LFG System permitting effort.

Subtask 2.10 Assumptions

- For purposes of defining this subtask's scope of work, CH2M HILL has assumed an anticipated level of effort to complete the required permit application and submittal process for the Clint Landfill.
- It is assumed at this time is that there is no level of effort or other costs included for any labor, subcontracting, calculations, sampling, testing or field investigations associated with any type of complex or detailed air emissions modeling related to the LFG Flare permitting application or approval requirements.

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- After the pre-application meeting with TCEQ and the overall permitting strategy is approved by the City, CH2M HILL will proceed to confirm that the initial budget allowances made and the level of effort that was previously assumed, is sufficient to complete the required permitting tasks, and will notify the City, if adjustments or increases are determined to be needed to resolve the project budget issues.
- The City will provide historic air emission data associated with the Clint Landfill for analysis in electronic format reports or tabulated format.
- It is assumed that CH2M HILL will prepare drafts of the permit application for City review and comments, and that final permit applications will be provided to the City, for the City's execution and submittal to TCEQ.
- CH2M HILL will coordinate with TCEQ during the application processing period and will respond to routine Requests for Additional Information (RAIs) or comments from TCEQ on the permit applications based on simple oversights, inadvertent omissions of requested information or data that was identified as result of the pre-application meetings with TCEQ and or published requirements.
- For other RAIs that are based on additional data, information or conditions which were not previously identified or determined as result of the pre-application meetings with TCEQ, CH2M HILL will first determine the level of effort required to respond to TCEQ for each instance and then will notify the City, if adjustments or increases in the project budget are determined to be needed to properly respond to the particular RAI.
- Draft responses will be prepared and submitted to the City for review and comment. Then CH2M HILL will address City comments and finalize the responses for submittal to TCEQ.

Task 3: LFG Utilization

Subtask 3.1 Evaluate, Review and Develop Additional LFG Utilization Options

CH2M HILL will evaluate and review previously identified utilization options for the estimated quantities of LFG to be recovered from both Clint and McCombs Landfills as defined in the previous RW Beck study. These previous options will then be combined with any new or additional LFG utilization options that may be applicable at either landfill site. The basic purpose of this task will be to develop a wide range of options or project development scenarios that can be further refined into actual viable project alternatives.

CH2M HILL will then review the available LFG utilization options developed above. The review will take into account short-term and long-term control options based on LFG quantity projections and eliminate those options that are not appropriate for application at either of the City's Landfills. The evaluation at this phase will be solely qualitative. Criteria to be considered include ability to permit the option, ability to reliably meet LFG control requirements, potential for tax credits, and other economic incentives, technical uncertainties, etc.

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To summarize these evaluations, CH2M HILL will prepare a draft Alternatives TM describing each of the conceptual LFG Utilization alternatives. The TM will include a description and schematic design of the alternative, the proposed development approach (Self Develop vs. 3rd Party), and the regulatory implications associated with the alternative.

CH2M HILL will prepare a Power Point Presentation needed to facilitate discussions and then will meet with City staff in a Workshop setting to discuss and further evaluate the alternatives as shown in the draft TM developed above. The Workshop is a forum to interact with the City to finalize evaluation criteria and receive input on the weighted value of each criterion. Based on the input from this Workshop, the potential options will be narrowed to two or three alternatives, which can then be assessed in future phase of the project for further detailed economic and technical feasibility. Following the Workshop, we will incorporate City comments and finalize the Alternatives TM.

Subtask 3.2 Prepare RFP Procurement Documents for 3rd Party Developer

The City has requested that CH2M HILL prepare a Request for Proposal (RFP) document for possible future procurement of a LFG developer to utilize LFG from either the Clint or McCombs Landfill. Primarily this RFP document is intended to be issued in case the initial discussions with El Paso Electric Company are not fruitful or other Self Development efforts for LFG utilization undertaken by the City have been shown to be unproductive.

CH2M HILL will compile background data including data prepared by other City Consultants to be included in the RFP. The information will include waste flow history and composition, solid waste flow projections, population and service area, existing LFG control information, historical data, permits and emission compliance requirements, size and configuration of existing and future disposal areas, and planning level schedule for potential partial closure.

CH2M HILL will prepare a preliminary draft of the RFP document and develop a list of proposal evaluation criteria based on the utilization alternatives and proven reliability. Then we will coordinate with the City Purchasing & Contracts in review of the RFP and preparation of the sample contract and other front-end documents by the City.

Following the City staff's initial review, CH2M HILL will meet with the City via telephone conference call to discuss their comments on the RFP and confirm the schedule for completion of the proposal process. Following the meeting, we will finalize the RFP incorporating City comments as appropriate and finalize the RFP.

Task 3.0 Assumptions

- Since the exact nature of the work effort required in some of the subtasks described is not known at this time, for purposes of defining this scope of work, CH2M HILL has assumed a level of effort to complete typical work assignments that have been anticipated to be required. Accordingly, prior to initiation of any work assignments associated with this task, CH2M HILL will confirm that the initial budget allowances made and the level of effort that was previously assumed, is sufficient to complete the required assignments,

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and if necessary, will notify the City, if adjustments or increases are determined to be needed to resolve the project budget issues.

- Power Point presentations utilized for any Workshops will be sent to the City's Project Manager electronically for review and comments prior to the Workshop and CH2M HILL will then incorporate the City's comments and finalize the presentation. CH2M HILL will deliver copies of the Power Point and back-up materials to the City for distribution and review by the City participants prior to the Workshop.
- The TM prepared as deliverables in this overall task are assumed to be prepared in a draft format and submitted to the City for one round of comment and revision. Upon completion of this comment process, the final TM will be revised and submitted to City for their distribution and use.
- Development of Project Agreements and Contract negotiations are an inherently legal process and CH2M HILL's role is assumed to be limited to providing technical and engineering related services or support.

Estimated Engineering Fees

Our proposed total engineering fees for performing the services as described in Tasks 1 through 3 above is \$226,792.00.

As described above, attached is a detailed spreadsheet breakdown of these total estimated costs. Also as stated previously, we anticipate an estimated overall initial period of performance from December 2009 through June 2010 for the scope of work shown above.

Additionally, CH2M HILL's proposed Hourly Rate schedule to be utilized for the initial period of performance is also attached for the City's review.

The estimated project costs are based on a "Time and Materials" approach, and will be billed up to the amount approved for each task. Work will not be performed in excess of the amounts shown without prior approval of the City. The total cost should be considered the governing amount; funds may be shifted among tasks to better accommodate unforeseen approaches to accomplishing the work objectives. It is assumed that these work tasks and the overall project will be performed under an appropriate Professional Services Contract Agreement with the City. CH2M HILL will be pleased to initiate the work scope immediately upon receipt of an appropriate notice to proceed from the City.

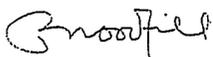
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We are committed to leveraging the wide-ranging capabilities of our firm to support your LFG Recovery and Master Plan Program, and we are anxious to begin work on this important effort. If you have any questions, please contact Peter Woodfill directly at (714) 435-6052. We look forward to the opportunity to discuss this exciting project with you in further detail.

Sincerely,
CH2M HILL INC.



Peter A. Woodfill
Project Manager



Sam Irrinki, P.E.
Vice President, EL Paso Area Manager

Encl: CH2M HILL Schedule of Rates; Detailed Cost Estimate

City of El Paso
Labor Rate Schedule
Landfill Gas Recovery System and Master Plan Project

➤ Note: This labor Rate Schedule is to be utilized only during the assumed initial period of performance of December 2009 to December 2010. These labor rates, expense rates and all other fees are subject to adjustment and increase as of January 1, 2011.



CH2M HILL

City of El Paso

Labor Rate Schedule

Landfill Gas Recovery System and Master Plan Project

Functional Category	2009-2010 Rates
Principal/Program Manager	\$233.00
Sr. Technologist/Sr. Project Manager	\$190.00
Project Manager/Peter Woodfill	\$180.00
Sr. Project Engineer	\$175.00
Project Engineer	\$156.00
Associate Engineer	\$140.00
Staff Engineer 2	\$122.00
Staff Engineer 1	\$115.00
Staff Scientist	\$98.00
Design Specialist	\$156.00
Technician 4	\$117.00
Technician 3	\$104.00
Technician 2	\$85.00
Technician 1	\$78.00
Technical Aide	\$71.00
Office/Clerical Accounting	\$78.00

Expense Rates

Expenses	Unit	Rate	Markup
Reprographics (color copier)	Dollars	\$0.35	10.00%
Health & Safety	Hours	\$1.75	10.00%
Miscellaneous Expense	Dollars	\$1.00	10.00%
Postage	Dollars	\$1.00	10.00%
Reprographics (production copier)	Dollars	\$0.05	10.00%
Outside Subcontractors	Dollars	1.00	10.00%
Project Travel and Expenses	Dollars	1.00	10.00%
Travel Auto Mileage	Miles	0.55	10.00%



CH2M HILL

ATTACHMENT "C"
CONSULTANT'S BASIC AND ADDITIONAL SERVICES

(Agreements over \$100,000.00)

For the Project known as "Landfill Gas Recovery System and Master Plan (as described in Attachment A, CH2M HILL's proposal of November 3, 2009)," 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

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:

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

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

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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

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.

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.

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

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.

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.

ATTACHMENT "D"
PAYMENT AND DELIVERABLE SCHEDULES

For the Project known as "**(Landfill Gas Recovery System and Master Plan)**", hereinafter referred to as the Project, the Owner will compensate the Consultant an amount not to exceed **(Two Hundred Twenty-Six Thousand Seven Hundred Ninety Two) 00/100 DOLLARS (\$226,792.00)** for all Basic Services and reimbursables noted within the Agreement and its attachments.

PAYMENT SCHEDULE

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

Fixed fee Payment to Consultant	
Report Phase	\$N/A
Preliminary Design Phase	\$N/A
Pre-Final Design Phase	\$N/A
Final Design Phase	\$N/A

Bidding Phase	Time and Materials	Proposal Estimated Amount	\$N/A
Construction Phase	Time and Materials	Proposal Estimated Amount	\$N/A

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

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

DELIVERABLE SCHEDULE

REPORT PHASE

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

ATTACHMENT "D"
PAYMENT AND DELIVERABLE SCHEDULES

PHASE I—PRELIMINARY DESIGN PHASE

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

PHASE II—PRE-FINAL DESIGN PHASE

The services called for in **Phase II** of this Agreement shall be completed and **ten copies** the required documents and services shall be submitted within **N/A 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 **N/A 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 **N/A 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 **N/A 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.

ATTACHMENT E

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

This Certificate of Insurance 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.

ATTACHMENT E

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

This Certificate of Insurance 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.

State of Florida



Department of State

I certify the attached is a true and correct copy of the Articles of Incorporation, as amended to date, of CH2M HILL, INC., a corporation organized under the laws of the State of Florida, as shown by the records of this office.

The document number of this corporation is 165770.

Given under my hand and the
Great Seal of the State of Florida
at Tallahassee, the Capitol, this the
Tenth day of August, 2001



CR2EO22 (1-99)

Katherine Harris

Katherine Harris
Secretary of State