



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 Consultant's fee proposal for the performance of all Basic Services and reimbursables is attached hereto as **Attachment "B"**. Payments to the Consultant shall be made pursuant to the schedule enumerated within **Attachment "D"**.

**3.2 CONSULTANT'S SERVICES.** The Basic Services to be provided by the Consultant for this Agreement are attached hereto as **Attachment "C"**. If authorized by prior written amendment to this Agreement, the Consultant may perform such Additional Services as also enumerated within **Attachment "C"**. Owner shall make payment for such Basic and Additional Services at the rates established by Consultant within **Attachment "B"**.

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

**3.3.1** Each invoice shall contain a brief summary indicating, at a minimum, the total Project budget, the total amount authorized for the Consultant, the current invoiced amount and the amount billed to date. In addition to the Summary, each

invoice shall provide a Progress Report. The Progress Report shall describe, at a minimum, the progress of the Project to date also indicating the percentage of completion of each phase. The established schedule for completion shall not be revised except by written amendment to this Agreement, executed by both parties.

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

**3.4 COSTS NOT ENUMERATED.** Except as specifically set forth in this Agreement and its attachments, or any work order, 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, or a change order to any work order, 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"**. Because of the uncertainties inherent in the services, schedules are estimated and subject to revision unless otherwise specifically described here in.

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

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

**4.3.1 TERMINATION BY OWNER.** It is mutually understood and agreed by the Consultant and Owner that the Owner may terminate this Agreement, in whole or in part for the convenience of the Owner, upon **fourteen (14) consecutive calendar days** written notice. It is also understood and agreed that upon such notice of termination, the Consultant shall cease the performance of services under this Agreement. Upon such termination, the Consultant shall provide one final invoice for all services completed and reimbursable expenses incurred prior to the Owner's notice of termination. Owner shall compensate Consultant in accordance with this Agreement; however, the Owner may withhold any payment to the Consultant that is held to be in dispute for the purpose of setoff until such time as the exact amount due the Owner from the Consultant is determined. Nothing contained herein, or elsewhere in this Agreement shall require the Owner to pay for any services that are not in compliance with the terms of this Agreement and its attachments.

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

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

**ARTICLE V.  
INSURANCE AND INDEMNIFICATION**

**5.1 INSURANCE.** The Consultant shall not commence work under this Agreement until the Consultant has obtained sufficient insurance as required herein, and such insurance has been approved by the Owner. The Consultant shall maintain the required insurance throughout the term of this Agreement. Failure to maintain said insurance shall be considered a material breach of this Agreement.

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

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

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

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

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

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

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

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

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

"The insurance covered by this certificate will not be canceled or materially altered, except after **thirty (30) consecutive calendar days** written notice of intent to cancel or materially alter said insurance has been provided to the City of El Paso."

**5.2 INDEMNIFICATION.** To the fullest extent permitted by law, Consultant shall indemnify and hold harmless Owner, and Owner's officers, directors, agents, 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 apply, and the bodies and officers shall include but not be 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. The offeror shall make good faith efforts, as defined in Appendix A, 40 CFR Part 26, to meet the contract goal for DBE participation in the performance of this contract.

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

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

## **6.2 TERMINATION FOR CANCELLATION OF GRANT.**

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

## **ARTICLE VII. GENERAL PROVISIONS**

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

**7.2 CONSULTANT'S QUALITY OF WORK.** The Owner's review of any documents prepared by the Consultant is only general in nature and its option to approve and accept the work in no way relieves the Consultant of responsibility for any specific deficiencies in its professional service. The Consultant's services shall be performed as expeditiously as is consistent with professional skill and care and the orderly progress of the Project and in accordance with the time periods established in **Attachment "D"** and which shall be adjusted, if necessary, as the project proceeds. This schedule shall include allowances for periods of time required for the Owner's review, for the performance of the Owner's consultants, and for approval of submissions by authorities having jurisdiction over the project. The identified time limits shall not, except for reasonable cause, be exceeded by the Consultant or Owner. Services provided by the Consultant under this Agreement shall be performed in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing under similar circumstances.

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

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

Documents include, but are not limited to, the Consultant's personnel job descriptions, instructions, plans, drawings, reports, receipts, vouchers, and memoranda pertaining to the services. The Owner shall not have the right to audit or copy proprietary information

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

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



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

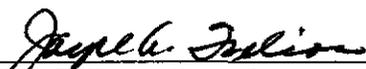
**7.14 EXECUTORY AUTHORITY WARRANTED.** All signatories to this contract warrant their authority to execute this document.

**7.15 CLIENT RESPONSIBILITY.** Owner shall: (1) provide the Consultant, in writing, all information relating to Owner's requirements for the project; (2) identify to the Consultant, from reasonably available information, the location of subsurface structures, such as pipes, tanks, cables and utilities as best as can be reasonably determined by the City; (3) notify the Consultant of any potential hazardous substances or other health and safety hazard or condition known to the Consultant existing on or near the project site as best as can be reasonably determined by the City; (4) give the Consultant prompt written notice of any suspected deficiency in the services; and (5) with reasonable promptness, provide required approvals and decisions. In the event that the Consultant is requested by the Owner or is required by subpoena to produce documents or give testimony in any action or proceeding to which the Owner is a party and the Consultant is not a party, the Owner shall pay the Consultant for any time and expenses required in connection therewith, including reasonable attorney's fees.

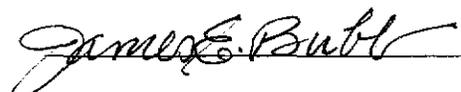
**7.16 RIGHT OF ENTRY.** Owner grants to the Consultant, and, if the project site is not owned by the Owner, warrants that permission has been granted for, a right of entry from time to time by the Consultant, its employees, agents and subcontractors, upon the project site for the purpose of providing the services. The Owner recognizes that the use of investigative equipment and practices may unavoidably alter the existing site conditions and affect the environment in the area being studied, despite the use of reasonable care.

**WITNESS THE FOLLOWING SIGNATURES AND/OR SEALS:**

CITY OF EL PASO:

  
\_\_\_\_\_  
Joyce Wilson, City Manager

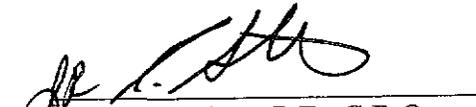
CONSULTANT:

  
\_\_\_\_\_  
By: James E. Bubb,  
President

APPROVED AS TO FORM:

  
Bertha A. Ontiveros  
Assistant City Attorney

APPROVED AS TO CONTENT:

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

**ATTACHMENT "A"**  
**SCOPE OF SERVICES AND PROJECT BUDGET**

The Consultant shall perform professional services relevant to the project known as "ON-CALL DRAINAGE SERVICES", herein referred to as the "Project", in accordance with the terms and conditions set forth herein. The scope of services, the time schedule, and the charges are to be set forth in a written work order in accordance with this agreement. If changes occur in the terms and conditions of this Agreement, scope of services, or the description of the Project, a supplemental agreement may be negotiated at the request of either party.

**SCOPE OF SERVICES**

The Consultant shall provide geotechnical and material testing services for the City of El Paso's Engineering Department on an as-needed basis. The City's Engineering Department shall provide authorizations to the Consultant for providing geotechnical and material testing services for the Project. Each authorization shall be in writing and shall include a Basic Fee, Scope of Services, and Schedule of Deliverables to be provided by the Consultant.

The Owner's Project Manager shall provide the Consultant a description of the desired services and schedule for each specific project. The Consultant shall submit a detailed proposal for the scope and cost of services delineating the man-hours required by the Consultant or its sub-consultants. The Consultant shall receive written work authorization from the Owner before proceeding with the specific project. The work authorization may consist of tasks within the basic services as described in Attachment "C".

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

LOCATIONS:               **Citywide**

**BUDGET:   \$375,000 for eighteen months with the option to renew for an additional one (1) year term.**

GENERAL DESCRIPTION:

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

1. Provide professional engineering services in the field of geotechnical and materials testing.
2. Provide Technical and Professional Engineering Consultation for the geotechnical investigations and related laboratory testing services, including labor, equipment and materials for the projects.

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

#### **1. FOUNDATION:**

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

#### **2. ROADWAY SOIL SURVEYS & PAVEMENT DESIGN:**

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

#### **3. SLOPE STABILITY & EARTHEN RETENTION SYSTEMS:**

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

## **TECHNICAL SERVICE GROUP:**

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

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

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

### **A. SOILS:**

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

### **B. CONCRETE:**

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

### **C. MASONRY:**

- a. Compressive Strength of Masonry Units
- b. Compressive Strength of Constructed Prisms



OTHER CONSIDERATIONS:

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

PROJECT SCHEDULE: (Consecutive Calendar Days)

As per individual site contract.

# **ENC ON** INTERNATIONAL, INC.

## *Engineering, Environmental & Technical Services*

### Unit Fee Schedule

City of El Paso Geotechnical and Materials Testing Services Contract for Storm 2006 Charges will be made at the following unit rates for all project - related time including travel to and from the project site. Labor rates only to be used when unit rates do not apply and only when approved by P.O. from the City.

Labor Category	Hourly Rate
Program Manager / Principal	\$110
Senior Professional	\$110
Health and Safety Officer	86
Project Manager / Senior Professional	\$96
Project Engineer / Specialist	88
Staff Engineer / Specialist	76
Senior Field Professional	46
Field or Laboratory Technician - I	35
Field or Laboratory Tech - II	39
GIS / CAD Technician	45
Supervising Technician - III	46
Admin / Clerical	33
Welding Inspector (See Note #4)	76
Corporate Consultants	No Extra Charge
Contracted Consultants	Cost +10%

Soil	Unit	Cost Per Unit
Trip Charge - (Round Trip)	Each	\$35
Sampling / Standby Time - (for Tech I)	Per Hour	\$35
Field Densities (Nuclear or Sand Cone)	Per Hour	\$35
Sieve Analysis	Each	\$45
Plasticity Index	Each	\$55
Moisture / Density Relationship (Proctor)	Each	\$145
Set, Proctor, Sieve and PI	Set	\$235
D-4718 Correction for Rock (Add to Proctor)	Each	\$45
California Bearing Ratio - CBR (Per Set of 3)	Set	\$350
Hydrometer	Each	\$200
Specific Gravity	Each	\$65
Soil Stabilization Design	Each	\$250
Unconfined Compressive Strength	Each	\$55
Permeability (Constant Head)	Each	\$175
Permeability (Falling Head)	Each	\$175

Concrete	Unit	Cost Per Unit
Trip Charge - (Round Trip)	Each	35
Sampling / Standby Time	Per Hour	35
Compressive Strength (Set of 4 Includes 1 Slump, and 1 Air Test)	Each	48
Flexural Strength (Per Beam)	Each	35
Floor Flatness	Per Hour	48
Mix Design	Each	1000
Slump and Air Content Beyond 1 / Set of Cylinders	Per Hour	35
Unit Weight/Yield	Each	50

Unit Fee Schedule

File: #724-07  
Submitted: July 10, 2007

Aggregate	Unit	Cost Per Unit
Trip Charge - (Round Trip)	Each	\$35
Sampling / Standby Time	Per Hour	\$35
Gradation	Each	\$45
Soundness	Each	\$160
LA Abrasion	Each	\$200
Moisture Content	Each	\$12
Specific Gravity	Each	\$45
Absorption	Each	\$35
Clay Lumps / Friable Particles	Each	\$60
Flat / Elongate	Each	\$50
Fractured Face Count	Each	\$50

Asphalt	Unit	Cost Per Unit
Trip Charge - (Round Trip)	Each	\$35
Sampling / Standby Time	Per Hour	\$35
Extraction / Gradation	Each	\$175
Marshall Density, Stability & Flow	Each	\$175
Density of Cores	Each	\$25
Rice Theoretical Density	Each	\$65
Asphalt Mix Design (Marshall Only) - Set of 3	Each	\$450
Specific Gravity	Each	\$45
Compressive Strength of Cores	Each	\$45

Masonry	Unit	Cost Per Unit
Trip Charge - (Round Trip)	Each	\$35
Sampling / Standby Time	Per Hour	\$35
Compressive Strength	Each	\$20
Compressive Strength of Masonry Units	Each	\$50
Compressive Strength of Constructed Prisms	Each	\$22
Mortar / Grout Mix Design	Each	\$350
Grout Mix Design	Each	\$350
Strength of Mortar	Each	\$20
Absorption	Each	\$35

Miscellaneous	Unit	Cost Per Unit
Trip Charge - (Round Trip)	Each	\$35
Sampling / Standby Time	Per Hour	\$35
Sample Prep	Per Hour	\$35
Windsor Probe	Per Test	\$65
Coring Machines	Per Day	\$125
Schmidt Hammer	Per Test	\$55
Printing	Per Page	\$0.10
Rented Heavy Equipment	Cost + 15 %	
Miscellaneous Subcontracts	Cost + 15 %	
2WD Vehicles	Per Day	\$100
4WD Vehicles	Per Day	\$150

Miscellaneous (Cont'd)	Unit	Cost Per Unit
Mileage	Per Mile	\$0.50
Other Costs		N/A
Corporate Consultants		N/A
Contracted Consultants	Each	Cost +10 %

Notes:

1. All travel, standby, non-standard testing or field conditions are at the hourly rate unless negotiated otherwise.
2. All overtime hours worked (in excess of ten hours per day or work on a City Project, Saturday or Sunday) are subject to 20% markup of listed hourly rates (if work is requested by Client) or the hours are reasonably necessary to meet job schedules.
3. All costs not specified are subject to negotiation or standard City-negotiated markup.
4. Standard Weld inspection does not include equipment, or x-ray inspection at negotiated rates per project.

**ATTACHMENT "C"**  
**CONSULTANT'S BASIC AND ADDITIONAL SERVICES**

For the Project known as ON-CALL DRAINAGE SERVICES, hereinafter referred to as the Project, The Consultant will provide the Basic and Additional Services as noted herein upon receipt of written direction from the City's Engineering Department.

**BASIC SERVICES**

1. Provide engineering services as needed by the Engineering Department. These services include, but are not limited to, geotechnical and material testing, Geographic Information System (GIS) data acquisition, Field Survey and Reconnaissance, structure assessments, storm evaluation, hydrologic analyses, hydraulic capacity analyses, system performance assessments, and reporting. Possible third-party services consisting of geotechnical investigations and testing and electrical and mechanical engineering studies and analysis may also be required. The City's Engineering Department will issue a work authorization to the Consultant for each Project, which will sometimes require a very quick response by the Consultant to meet urgent and possible emergency situations.
2. The Consultant shall coordinate his work with the staff of the City's Engineering Department or with other sub-consultants as needed.
3. All engineering services shall be in accordance with generally accepted professional engineering practices.
4. The Consultant shall provide engineering services for projects in connection with but not limited to the following:
  - a. Storm Assessment
  - b. Flooding Documentation
  - c. System Performance Assessment
  - d. Drainage Analysis
  - e. Drainage Master Planning
  - f. GIS Database Development
  - g. Capital Improvement Alternative Development and Assessment
  - h. Geotechnical and material testing

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

**PAYMENT SCHEDULE**

Payment for all work authorized by the City's Engineering Department 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. The Owner shall notify the Consultant of any disputed amount within fifteen (15) days from date of the invoice, give reasons for the objection, and promptly pay the undisputed amount.

The maximum amount that will be allowed under this contract (the cap) \$375,000.00. Only that work ordered, approved, and accepted will be paid for the City.

Where charges are "not to exceed" a specified sum, the Consultant shall notify the Owner before such sum is exceeded and shall not continue to provide the services beyond such sum unless the Owner authorizes an increase in the sum. If a "not to exceed" sum is broken down into budgets for specific tasks, the task budget may be exceeded without the Owner authorization as long as the total sum is not exceeded. Changes in conditions, including, without limitation, changes in laws or regulations occurring after the budget is established or other circumstances beyond the Consultant's control shall be a basis for equitable adjustments in the budget and schedule.

**DELIVERABLE SCHEDULE**

The deliverable schedule will be set forth with each work authorization by the City's Engineering Department. The original term of this contract is eighteen months, but can be extended by mutual written approval by both parties.

# ACORD CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
01/03/07

**PRODUCER**

USAA INSURANCE AGENCY, INC.  
9800 FREDERICKSBURG RD.  
SAN ANTONIO, TX 78284-9836  
800 531-8883

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

**INSURED**

ENCON INTERNATIONAL, INC.  
7307 Remcon, Ste. 103  
El Paso, TX 79912

**INSURERS AFFORDING COVERAGE**

NAIC #

- INSURER A: Continental Casualty Company
- INSURER B: TEXAS MUTUAL INSURANCE COMPANY
- INSURER C: CONTINENTAL CASUALTY COMPANY
- INSURER D: Hartford Casualty Insurance Company
- INSURER E:

**COVERAGES**

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

INSR ADD'L LTR	INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS								
A		<b>GENERAL LIABILITY</b> <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	C2076710965	08/01/06	08/01/07	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$100,000 MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000								
D		<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS  <b>GARAGE LIABILITY</b> <input type="checkbox"/> ANY AUTO	65UECUX7707	08/01/06	08/01/07	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: EA ACC \$ AGG \$								
A		<b>EXCESS/UMBRELLA LIABILITY</b> <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE  DEDUCTIBLE \$ RETENTION \$	C2082966924	08/01/06	08/01/07	EACH OCCURRENCE \$1,000,000 AGGREGATE \$1,000,000 \$ \$ \$								
B		<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below	SBP000116314620061	11/14/06	11/14/07	<table border="1"> <tr> <td>WC STATU-TORY LIMITS</td> <td>OTH-ER</td> </tr> <tr> <td>E.L. EACH ACCIDENT</td> <td>\$500,000</td> </tr> <tr> <td>E.L. DISEASE - EA EMPLOYEE</td> <td>\$500,000</td> </tr> <tr> <td>E.L. DISEASE - POLICY LIMIT</td> <td>\$500,000</td> </tr> </table>	WC STATU-TORY LIMITS	OTH-ER	E.L. EACH ACCIDENT	\$500,000	E.L. DISEASE - EA EMPLOYEE	\$500,000	E.L. DISEASE - POLICY LIMIT	\$500,000
WC STATU-TORY LIMITS	OTH-ER													
E.L. EACH ACCIDENT	\$500,000													
E.L. DISEASE - EA EMPLOYEE	\$500,000													
E.L. DISEASE - POLICY LIMIT	\$500,000													
C		<b>OTHER Architect &amp; Engineer Prof. Liability</b>	ECH254057559	04/16/06	04/16/07	1,000,000 per claim 1,000,000 aggregate								

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

**CERTIFICATE HOLDER**

Proof of Insurance

**CANCELLATION**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

*Armand F. M... ..*