

THE STATE OF TEXAS )  
 )  
COUNTY OF EL PASO )

**AN AGREEMENT FOR  
PROFESSIONAL SERVICES**

This Agreement is made this 2<sup>ND</sup> day of November, 2006 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 **CQC Testing & Engineering**, a sole proprietorship, hereinafter referred to as the “**Consultant**”.

**WHEREAS**, the Owner intends to engage the Consultant to perform professional services for a project known as “**ON-CALL DRAINAGE SERVICES-GEOTECHNICAL AND MATERIAL TESTING ASSIGNMENTS**”, hereinafter referred to as the “**Project**”, as further described in **Attachment “A”**; and

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

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

**ARTICLE I.  
ATTACHMENTS**

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

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

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**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 “C”**.

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 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.

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**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 there from, 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

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The Consultant shall provide coverage for "Any Auto" (either Company owned and/or rental, and/or employee owned) used to perform the services of this agreement.

**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.

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CITY OF EL PASO DEPT. OF PUBLIC WORKS & UTILITIES

**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.

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--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 sub consultant 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 sub consultant 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.

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

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

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**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.

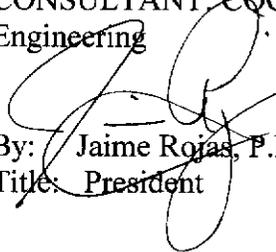
**WITNESS THE FOLLOWING SIGNATURES AND/OR SEALS:**

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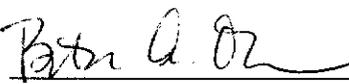
CITY OF EL PASO:

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

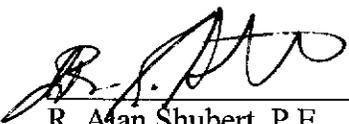
CONSULTANT: CQC Testing and Engineering

  
By: Jaime Rojas, P.E. 10/4/07  
Title: President

APPROVED AS TO FORM:

  
\_\_\_\_\_  
Bertha A. Ontiveros  
Assistant City Attorney

APPROVED AS TO CONTENT:

  
\_\_\_\_\_  
R. Alan Shubert, P.E.  
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-GEOTECHNICAL AND MATERIAL TESTING ASSIGNMENTS", 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 these 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".

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Jaime Rojas, dba  
6802 Commerce, Unit A  
El Paso, Texas 79915  
Ph. (915) 771-7766  
Fax (915) 771-7786

Construction Materials Testing  
Geotechnical Engineering  
Environmental Site Assessments  
Forensic Analysis / Testing

June 15, 2007 (Revision No. 2 – August 7, 2007)

City of El Paso  
2 Civic Center Plaza, 4<sup>th</sup> Floor  
El Paso, Texas 79901

Attn.: Ms. Irene Ramirez, P.E.  
Assistant City Engineer

Re: City of El Paso  
Geotechnical and Materials Testing Services for  
Storm 2006-Drainage Repairs / Improvements Projects  
CQC Proposal No. PTCQC07-030 Rev. - 02

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Dear Ms. Ramirez:

In response to your letter request dated June 5, 2007, CQC Testing and Engineering (CQC) is pleased to provide the City of El Paso (Client) with this unit rate fee schedule proposal for geotechnical and materials testing services as required for the above mentioned projects. This revised proposal reflects a modification to the format of our unit rate fee schedule "Exhibit A" as requested by Javier Reyes of the City of El Paso on a letter dated July 5, 2007. In addition, this revised proposal addresses the City of El Paso comments on an e-mail dated August 3, 2007 with respect to our Standard Terms and Conditions, Items 3, 4 and our Exhibit A terminology for the applicable unit rates respective service years (i.e., 2007 and 2008). This unit rate proposal presents our general understanding of the projects that may be assigned under this contract and our standard terms and conditions associated with our services under this contract are described in the sections below.

Scope of Work Description:

CQC has prepared this proposal based on our review of the potential project scopes of work that may be assigned as indicated in the provided "Attachment A – Project Scope" and our understanding that the City of El Paso is in the process of placing out to bid several drainage improvement and erosion control projects to certified contractors. We understand that the majority of the projects are a result of the recent rainfall storm events and the resulting conditions and damage. Based on our understanding of the potential assignments under this project, we anticipate that our services may include geotechnical investigations, pavement evaluations, slope stability analysis, pond percolation testing and soil classification and construction materials testing.

Based on our anticipated consulting services and our understanding that CQC shall be a consultant to the City of El Paso under the subject contract, this proposal presents our unit rate fees to provide professional geotechnical engineering and materials testing services with respect to geotechnical soil evaluations, professional engineering services, report preparation, soil compaction (i.e., subgrade, fill, and base course), concrete, grout, mortar and asphaltic-concrete materials testing as required under this contract based on our review of the project specifications and plans.

June 15, 2007 (Revision No. 2 – August 7, 2007)  
City of El Paso  
Geotechnical and Materials Testing Services  
Proposal No. PTCQC07-030 Rev. - 02

We propose to support the City of El Paso with Geotechnical Engineering and Materials Testing services for the specific scopes of work as defined by the owner. We understand that the City of El Paso shall serve as our direct “point of contact” under these projects and shall be responsible for “calling-out” our firm for materials testing services, as required.

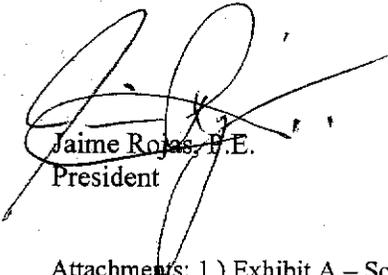
Fee Schedule and Terms & Conditions:

We propose to provide these services based on the revised unit rate fee schedule presented as attachment, Exhibit A.

We understand that an estimated fee for our services shall be established and authorized by the City of El Paso for each assigned project, based on our review of the project plans and specifications or requested scope for geotechnical engineering services.

Our invoices will be submitted monthly for work in progress in our standard format to the City of El Paso. A typical example invoice format has been attached to this proposal for our clients review. Our invoices are due and payable upon receipt at 6802 Commerce, Unit A, El Paso, Texas 79915. Our services shall be performed in accordance with scope of services described in this proposal. By approving this proposal the Client agrees to retain our services for the unit rate fees presented in Exhibit A within this proposal and our terms and conditions attached. This proposal is valid for a period of 90 days. CQC reserves the right to review our unit rate fees beyond the previously mentioned period if not authorized. We appreciate the opportunity to submit this unit rate fee schedule proposal. Should you have any questions or comments regarding this proposal, please feel free to contact us, thank you!

Respectfully Submitted,  
**CQC Testing & Engineering**



Jaime Rojas, F.E.  
President

Attachments: 1.) Exhibit A – Schedule of Unit Rate Fee Schedule  
2.) Revised - Standard Terms and Conditions

Copies: Above Addressee- 2 Original Copies by Hand Delivery  
File – PTCQC07-030

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**"EXHIBIT A"**  
**GEOTECHNICAL AND MATERIALS TESTING SERVICES**  
**SCHEDULE OF UNIT RATE FEES**  
 Effective Period – Year 2007 – 2008  
 Revision No. 2 - August 7, 2007

I. PROFESSIONAL SERVICES	<u>Contract Unit Rates*</u>	
	Year 1	Year 2
▪ Principal Engineer/ Sr. Engineer	\$90.00 /hr.	\$93.60 /hr.
▪ Project Manager/Engineer	\$65.00 /hr.	\$67.60 /hr.
▪ Laboratory and Field Manager	\$50.00 /hr.	\$52.00 /hr.
▪ Intern Engineer (EIT)	\$50.00 /hr.	\$52.00 /hr.
▪ Senior Technician	\$42.00 /hr.	\$43.68 /hr.
▪ Drafting Services	\$40.00 /hr.	\$41.60 /hr.
▪ Field or Laboratory Technician	\$35.00 /hr.	\$36.40 /hr.
▪ Clerical/Administrative Support	\$35.00 /hr.	\$36.40 /hr.
▪ Contracted Consultants (If required)	Cost plus 10%	Cost plus 10%

\* Note: (1) - Contract rates for 2008 include a 4% escalation rate increase  
 (2) - Contract rates were established with a base labor rate multiplier of 2.34  
     • Profit Rate - 10%  
 (3) - Overtime charges beyond normal working hours and holidays shall be billed at 1.3 times the normal rates  
 (4) - Outside Services and reimbursables will be billed at Cost + 10%  
 (5) - Professional Services Labor Rates shall be applied when unit rates for testing do not apply and only if approved by City P.O.

II. GEOTECHNICAL FIELD INVESTIGATION	<u>Contract Unit Rates</u>	
	Year 1	Year 2
▪ Soil Boring with Shelby Tube and/or S.S. Sampling	\$13.00 /ft.	\$13.52 /ft.
▪ Soil Borings with Sampling from Auger Flights	\$8.50 /ft.	\$8.84 /ft.
▪ NW Rock Coring and Sampling (does not include bit costs)	\$70.00 /ft.	\$72.80 /ft.
▪ Drill Crew Mobilization, within city limits	\$250.00 /trip	\$260.00 /trip
▪ Per Diem, per person	\$80.00 /day	\$83.20 /day
▪ Material Costs and Equipment Rental, if required	At Cost +10%	At Cost +10%
▪ Support Vehicle, within city limits	\$35.00 /day	\$36.40 /day

**III. LABORATORY and FIELD CONSTRUCTION MATERIALS TESTING SERVICES**

**SOIL**

▪ Technician Stand-by Time	\$35.00 /hr.	\$36.40 /hr.
▪ Senior Technician Stand-by Time	\$42.00 /hr.	\$43.68 /hr.
▪ Vehicle Trip Charge, within city limits	\$40.00 /trip	\$41.60 /trip
▪ Moisture/Density Relationship (Methods: ASTM D698/1557) including PI, Sieve Analysis, 1 hr. of tech-time on site, trip charge, reporting.	\$300.00 /ea.	\$312.00 /ea.
▪ Atterberg Limits Test - Plasticity Index, only test if required	\$40.00 /ea.	\$41.60 /ea.
▪ Soil Sieve Analysis, only test if required	\$35.00 /ea.	\$36.40 /ea.
▪ Hydrometer Analysis of Fine Soils	\$115.00 /ea.	\$119.60 /ea.
▪ Soil Moisture Content Test, Method: ASTM D2216	\$8.00 /ea.	\$8.32 /ea.
▪ Field Density Tests - 3 min. per trip (Method: Nuclear Density Gage); includes 1 hr. of tech-time, trip charge and reporting.	\$38.00 /ea.	\$39.52 /ea.



**III. LABORATORY and FIELD CONSTRUCTION MATERIALS TESTING SERVICES**

**SOIL (continued)**

**Contract Unit Rates**

**Year 1                      Year 2**

▪ Soil Consolidation Test, Method: ASTM D2434	\$420.00 /ea.	\$436.80 /ea.
▪ One Dimensional Swell Test, Method ASTM D4546	\$142.00 /ea.	\$147.68 /ea.
▪ Permeability Test, Flexible Wall (Triaxial), Method: ASTM D5084.	\$400.00 /ea.	\$416.00 /ea.
▪ Laboratory Soil pH and Electrical Resistivity Test	\$115.00 /ea.	\$119.60 /ea.
▪ Laboratory California Bearing Ratio Test, 2 pt.	\$250.00 /ea.	\$260.00 /ea.
▪ Soil Unconfined Compressive Strength Test	\$80.00 /ea.	\$83.20 /ea.

**CONCRETE**

▪ Technician Stand-by Time	\$35.00 /hr.	\$36.40 /hr.
▪ Senior Technician Stand-by Time	\$42.00 /hr.	\$43.68 /hr.
▪ Vehicle Trip Charge, within city limits	\$40.00 /trip	\$41.60 /trip
▪ Concrete Compressive Strength Testing: 4 concrete cylinders per set (Includes: 1 hr. tech-time, slump, temperature, pick-up charge and reporting).	\$200.00 /set	\$208.00 /set
▪ Air Content and Additional Slump Tests, (does not include additional tech-time, stand-by time, if required).	\$15.00 /ea.	\$15.60 /ea.
▪ Unit Weight and Yield Tests	\$25.00 /ea.	\$26.00 /ea.
▪ Concrete Mix Designs	As Requested	As Requested
▪ Flexural Strength Tests (Beams) 4 min. per trip 1 hr. tech-time, curing, and reporting.	\$65.00 /ea.	\$67.60 /ea.
▪ Floor Flatness / Levelness	\$70.00 /hr.	\$72.80 /hr.
▪ Floor Flatness Equipment Rental	\$150.00 /day	--- --

**ASPHALT**

▪ Technician Stand-by Time	\$35.00 /hr.	\$36.40 /hr.
▪ Senior Technician Stand-by Time	\$42.00 /hr.	\$43.68 /hr.
▪ Vehicle Trip Charge, within city limits	\$40.00 trip	\$41.60 trip
▪ Asphaltic-Concrete Extraction, Gradation, Bitumen Content, Marshall Stability & Flow, trip charge and reporting.	\$255.00 /ea.	\$265.20 /ea.
▪ Asphaltic-Concrete Maximum Theoretical Specific Gravity Test (Rice).	\$85.00 /ea.	\$88.40 /ea.
▪ Coring of Asphaltic Concrete, Determine Thickness & Density 3 cores minimum, trip charge and reporting.	\$125.00 /ea.	\$130.00 /ea.
▪ Technician time for Material Supplier Plant Observation and Evaluation of Supplied HMAC Materials	\$40.00 /hr.	\$41.60 /hr.
▪ Indirect Tensile Strength of HMAC Samples, 3 minimum, 1 hour of tech lab time and reporting.	\$80.00 /ea.	\$83.20 /ea.



**III. LABORATORY and FIELD CONSTRUCTION MATERIALS TESTING SERVICES**

(continued)

**Contract Unit Rates**

**Year 1                      Year 2**

**MASONRY**

▪ Technician Stand-by Time	\$35.00 /hr.	\$36.40 /hr.
▪ Senior Technician Stand-by Time	\$42.00 /hr.	\$43.68 /hr.
▪ Vehicle Trip Charge, within city limits	\$40.00 /trip	\$41.60 /trip
▪ Grout Prisms Compressive Strength Testing: <u>4</u> prisms per set (Includes: 1 hr. tech-time, temperature, pick-up charge, and reporting)	\$190.00 /set	\$197.60 /set
▪ Mortar Cubes Compressive Strength Testing: <u>3</u> cubes per set (Includes: 1 hr. tech-time, trip charge, pick-up charge, and reporting).	\$180.00 /set	\$187.20 /set
▪ Compressive Strength of Masonry Units, per block	\$50.00 /ea.	\$52.00 /ea.
▪ Absorption of Masonry Units, per block	\$40.00 /ea.	\$41.60 /ea.
▪ Mortar / Grout Mix Designs	As Requested	As Requested

**AGGREGATES**

▪ Technician Stand-by Time	\$35.00 /hr.	\$36.40 /hr.
▪ Senior Technician Stand-by Time	\$42.00 /hr.	\$43.68 /hr.
▪ Vehicle Trip Charge, within city limits	\$40.00 trip	\$41.60 trip
▪ Gradation	\$35.00 /ea.	\$36.40 /ea.
▪ Soundness, 5 cycles - Sodium or Magnesium	\$200.00 /ea.	\$208.00 /ea.
▪ LA Abrasion	\$180.00 /ea.	\$187.20 /ea.
▪ Moisture Content	\$30.00 /ea.	\$31.20 /ea.
▪ Specific Gravity and Absorption	\$80.00 /ea.	\$83.20 /ea.
▪ Clay Lumps/Friable Particles	\$60.00 /ea.	\$62.40 /ea.
▪ Flat/Elongated Particles	\$40.00 /ea.	\$41.60 /ea.
▪ Fractured Face Count	\$40.00 /ea.	\$41.60 /ea.

**IV. TECHNICAL PROFESSIONAL - NON-TRADITIONAL SERVICES**

The following tests are considered relatively non-traditional tests. Fees for these tests will be provided based on our rates established above as requested or required for specific projects based on our review of the project site conditions.

▪ Steel Erection Observation and Bolt Torque Testing	\$70.00 /hr.	\$72.80 /hr.
▪ Soil Percolation Tests (does not include drilling or soil classification).	\$400.00 /ea.	\$416.00 /ea.
▪ Seismic Refraction and Ground Penetrating Radar Evaluations	As Requested	As Requested
▪ Deep Foundation Drilling and Placement Observation and Inspections.	\$40.00 /hr.	\$41.60 /hr.



**IV. TECHNICAL PROFESSIONAL - NON-TRADITIONAL SERVICES**

(continued)

**Contract Unit Rates**

	<b>Year 1</b>	<b>Year 2</b>
▪ Pier or Auger Cast Pile Load Test Observations and Evaluation	\$40.00 /hr.	\$41.60 /hr.
▪ Grout Flow Testing	\$15.00 /ea.	\$15.60 /ea.
▪ Testing and Observation of Engineering Fill Materials	\$40.00 /hr.	\$41.60 /hr.

Charges will be assessed only for actual tests performed and services rendered. This proposal does not include services conducted on Sundays, Saturdays or holidays or not within regular working hours (8:00 am to 5:00 pm) from Monday through Friday. Our services on Sundays, Saturdays or holidays, or not within working hours will be invoiced at 1.3 times the unit rates presented within this fee schedule.

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

For the Project known as ON-CALL DRAINAGE SERVICES-GEOTECHNICAL AND MATERIAL TESTING ASSIGNMENTS, 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**

**TITLE: 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:

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## **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 consists of certified field and laboratory technicians. All field and laboratory work shall be 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:**

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- 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
- c. Mortar Mix Design
- d. Strength of Mortar
- e. Absorption
- f. Grout Mix Design

**D. ASPHALT:**

- a. Pavement Section Design
- b. Bitumen Extraction
- c. Stability & Flow
- d. Mix Designs
- e. Aggregate Gradation
- f. Specific Gravity
- g. Unit Weight
- h. Coring

**E. AGGREGATES:**

- a. Moisture Content
- b. Gradation

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- c. Specific Gravity
- d. Soundness
- e. Los Angeles Abrasion
- f. Absorption
- g. Clay Lumps/Friable Particles
- h. Flat/Elongated Pieces
- i. Fractured Faces.

**F. OTHER MATERIALS TESTING AS REQUIRED.**

SERVICES REQUIRED:

- Investigation
- Planning

PRODUCTS REQUIRED:

- Reports

GENERAL REQUIREMENTS AND CRITERIA:

1. Design must meet all applicable City Codes and Ordinances.
2. Design must comply with Engineering Department Guidelines.
3. Design must comply with all local, state and federal laws and regulations, including but not limited to the Americans with Disabilities Act.

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.

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**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, with the option to renew for one additional one year term.

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Client#: 3895

CQCTESTING

# ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
06/15/07

**PRODUCER**  
JDW Insurance  
P.O. Box 981021  
El Paso, TX 79998-1021  
915 496-8500

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**  
CQC Testing and Engineering  
Jaime Rojas, dba  
6802 Commerce #A  
El Paso, TX 79915

INSURERS AFFORDING COVERAGE	NAIC #
INSURER A: Hartford Lloyds Insurance Co	
INSURER B: Hartford Underwriters Insurance Co	
INSURER C: Underwriters at Lloyds, London	
INSURER D:	
INSURER E:	

**COVERAGES**

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

INSR ADD'L LTR	INSRE	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 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	65SBAPY1540	06/11/07	06/11/08	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$300,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000								
A		<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	65SBAPY1540	06/11/07	06/11/08	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000  BODILY INJURY (Per person) \$  BODILY INJURY (Per accident) \$  PROPERTY DAMAGE (Per accident) \$								
		<b>GARAGE LIABILITY</b> <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$  OTHER THAN AUTO ONLY: EA ACC \$ AGG \$								
		<b>EXCESS/UMBRELLA LIABILITY</b> <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE  DEDUCTIBLE RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$ \$								
B		<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below	65WECKU9623	06/11/07	06/11/08	<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													
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E.L. DISEASE - POLICY LIMIT	\$500,000													
C		OTHER CL-Professio	BINDER32981	06/10/07	06/10/08	1,000,000 Ea Occurrence 2,000,000 Gen Aggregate \$7,500 Ded								

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

Certificate Holder is named as additional insured in regards to General Liability and Automobile coverages.  
 Re: Geotechnical and Material Testing

**CERTIFICATE HOLDER**

City of El Paso  
 2 Civic Center Plaza 4th Fl.  
 El Paso, TX 79901

**CANCELLATION**

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

AUTHORIZED REPRESENTATIVE

*Donald R. May*

## IMPORTANT

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

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

## DISCLAIMER

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

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