

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

DEPARTMENT: Engineering Department **CITY CLERK DEPT.**
AGENDA DATE: December 27, 2006 **06 DEC 18 PM 3:00**
CONTACT PERSON/PHONE: Rick Conner, ext. 4423
DISTRICT(S) AFFECTED: Citywide

SUBJECT:

That the City Manager be authorized to sign a Consultant Services Agreement between the **CITY OF EL PASO** and **ARCHANA, INC** on an "as needed" basis to provide environmental engineering services for a two year period in an amount not to exceed ONE MILLION and NO/100 DOLLARS (\$1, 000,000.00).

BACKGROUND / DISCUSSION:

The Environmental Engineering Services – Federal & State Assignments agreement shall be used to provide environmental engineering services that comply with Federal and State funding requirements and Federal and State general requirements. The services provided shall be submitted to the Federal and State agencies for review and approval. The consultant shall be knowledgeable of Federal and State requirements and shall have a staff member and/or sub-consultant who is knowledgeable in environmental requirements and issues related to Federally and/or State funded projects. The environment consultant shall be responsible to provide environmental services that include investigations of soil and water contamination on City properties, environmental testing services, brownfields, asbestos surveys, mold surveys, lead paint surveys and environmental site assessments.

PRIOR COUNCIL ACTION:

The City Council has not previously considered this item.

AMOUNT AND SOURCE OF FUNDING:

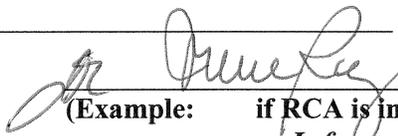
The item will be funded on a per project basis. The item has not been budgeted. No funding information is available. This item does not require a budget transfer.

BOARD / COMMISSION ACTION:

N/A

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

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

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

APPROVED FOR AGENDA: _____

CITY MANAGER: _____ **DATE:** _____

RESOLUTION

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

That the City Manager be authorized to sign a Consultant Services Agreement between the **CITY OF EL PASO** and **ARCHANA INC** on an "as needed" basis to provide environmental engineering services for a two year period in an amount not to exceed ONE MILLION and NO/100 DOLLARS (\$1, 000,000.00).

ADOPTED this _____ day of _____, 2006.

THE CITY OF EL PASO:

John F. Cook, Mayor

ATTEST:

Richarda Duffy Momsen
City Clerk

APPROVED AS TO FORM:

Guadalupe Cuellar
Assistant City Attorney

APPROVED AS TO CONTENT:

Rick Conner, P.E.
City Engineer

THE STATE OF TEXAS)
)
COUNTY OF EL PASO)

AN AGREEMENT FOR
PROFESSIONAL SERVICES

This Agreement is made this _____ day of _____, 200__ 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 **ARCHANA INC.**, a Texas Corporation, hereinafter referred to as the “**Consultant**”.

WHEREAS, the Owner intends to engage the Consultant to perform professional services for a project known as “**Environmental Engineering Consultant Services- Federal & State 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

**ARTICLE II.
PROJECT**

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

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

this Agreement in the performance of the services requested under the Design Phase of this Agreement. Such Guidelines are available in the Engineering Department.

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

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

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

ARTICLE III. CONSULTANT FEES AND PROJECT BUDGET

3.1 PAYMENT TO CONSULTANT. The Owner shall pay the Consultant for services performed in accordance with the fee schedule, which is attached hereto as Attachment "B" and made a part hereof for all purposes. Such payments shall not exceed **ONE MILLION AND NO/100 DOLLARS** for a **TWO (2) YEAR TERM** of this agreement.

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

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

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

progress of the Project to date also indicating the percentage of completion of each phase. The established schedule for completion shall not be revised except by written amendment to this Agreement, executed by both parties.

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

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

ARTICLE IV. PERIOD OF SERVICE AND TERMINATION

4.1 PERIOD OF SERVICE. The services called for by each service request 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 for each service request. The term of this Agreement shall be for a **period not to exceed two years**. The Owner has the option to **extend this agreement by one (1) additional one (1) year term**.

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

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

4.3.1 TERMINATION BY OWNER. It is mutually understood and agreed by the Consultant and Owner that the Owner may terminate this Agreement, in whole or in part for the convenience of the Owner, upon **fourteen (14) consecutive calendar days** written notice. It is also understood and agreed that upon such notice of termination, the Consultant shall cease the performance of services under this Agreement. Upon such termination, the Consultant shall provide one final invoice for all services completed and

reimbursable expenses incurred prior to the Owner's notice of termination. Owner shall compensate Consultant in accordance with this Agreement; however, the Owner may withhold any payment to the Consultant that is held to be in dispute for the purpose of setoff until such time as the exact amount due the Owner from the Consultant is determined. Nothing contained herein, or elsewhere in this Agreement shall require the Owner to pay for any services that are not in compliance with the terms of this Agreement and its attachments.

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

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

ARTICLE V. INSURANCE AND INDEMNIFICATION

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

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

“The policy is endorsed to provide that insurer waives any right of subrogation it may acquire against the Owner, its partners, agents and employees by reason of any

payment made on or account of injury, including death resulting therefrom, sustained by any employee of the insured.”

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

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

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

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

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

5.1.6 GENERAL INSURANCE PROVISIONS. All certificates required herein shall be attached hereto and incorporated for all purposes as **Attachment “E”**. All certificates

shall also include the name of the project on the corresponding insurance certificate. Further, each certificate shall contain the following statement:

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

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

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

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

ARTICLE VI. FEDERAL PROVISIONS

6.1 COMPLIANCE WITH APPLICABLE LAWS - FEDERAL FUNDING REQUIREMENTS.

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

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

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

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

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

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

6.2 TERMINATION FOR CANCELLATION OF GRANT.

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

ARTICLE VII. GENERAL PROVISIONS

7.1 CONTRACT TIME. Consultant understands and agrees to provide all professional services and deliverables requested herein, as expeditiously as is consistent with professional

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

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

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

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

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

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

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

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

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

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

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

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

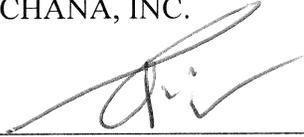
WITNESS THE FOLLOWING SIGNATURES AND/OR SEALS:

CITY OF EL PASO:

Joyce Wilson, City Manager

CONSULTANT:

ARCHANA, INC.



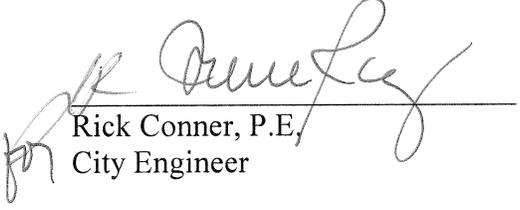
By: Pratap G. Reddy, Ph.D.
Title: President

APPROVED AS TO FORM:



Lupe Cuellar
Assistant City Attorney

APPROVED AS TO CONTENT:



Rick Conner, P.E.,
City Engineer

(Acknowledgements on following page)

ACKNOWLEDGEMENTS

THE STATE OF TEXAS §
§
COUNTY OF EL PASO §

This instrument was acknowledged before me on this ____ day of _____, 200____, by Joyce A. Wilson, as **City Manager** of the **City of El Paso, Texas**.

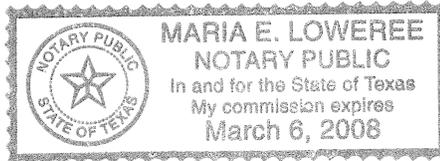
Notary Public, State of Texas

THE STATE OF TEXAS §
§
COUNTY OF EI PASO §

This instrument was acknowledged before me on this 15th day of December, 2004, by Pratap G. Reddy, Ph.D. as **President** of **ARCHANA, Inc.**

Maria E Lowerree

Notary Public, State of Texas



ATTACHMENT "A"

PROJECT SCOPE

TITLE: Environmental Engineering Consultant Services- Federal & State Assignments

BUDGET: \$1,000,000 / Per Year for 2 years; option to renew for 1 year

GENERAL DESCRIPTION: See attached Scope of Work

SERVICES REQUIRED:

(x) Environmental Services	(X) Planning
(X) Investigation	(X) Soil Investigation
(X) Bidding & Construction	(X) Historical, Archeological Services

PRODUCTS REQUIRED:

(x) Study / Report	(X) Plans, Specifications, Estimates
--------------------	--------------------------------------

PRINCIPAL REQUIREMENT:

This Environmental Engineering Services- Federal & State Assignments RFQ shall be used to provide environmental engineering services that comply with Federal and State funding requirements and Federal and State general requirements. The services provided shall be submitted to the Federal and State agencies for review and approval. The consultant shall be knowledgeable of Federal and State requirements and shall have a staff member and/or sub-consultant who is knowledgeable in environmental requirements and issues related to Federally and/or State funded project.

GENERAL REQUIREMENTS AND CRITERIA:

1. Work must meet all applicable City Code.
2. Work must comply with Engineering Department Guidelines.
3. Work must comply with all local, state, and federal laws and regulations as required and enforced by the Texas Commission on Environmental Quality (TCEQ), Texas Department of Transportation (TxDOT), Federal Highway Administration (FHWA), and Environmental Protection Agency (EPA).

ATTACHMENT "A"

OTHER CONSIDERATIONS:

1. Design shall be coordinated with Engineering and User Department.

PROJECT SCHEDULE: (Consecutive Calendar Days)

Project Schedules to be developed for each assignment as needed by Engineering and User Department. This contract will be for a period of two years with fees not to exceed \$1,000,000 with the option to renew for one (1) additional one-year term.

NOTE:

Consultants must bring copies of licenses for

1. **Registered Professional Engineer(s)**
2. **Individual Asbestos Consultant**
3. **Asbestos Consultant Agency**
4. **Corrective Action Project Manager**
5. **Licensed Mold Assessment Consultant**

ATTACHMENT "A"

Scope of Work (Continued)

Environmental Engineering Consultant Services

Leaking Petroleum Storage Tank Sites (LPST's):

To investigate the extent and character of soil and groundwater contamination on City properties. The investigation phase includes the drilling and installation of monitoring wells, the collection of soil and ground water samples for analysis, the classification of soils, the remediation of hazardous and non-hazardous work sites, providing recommendations on environmental remediation strategies that are cost effective and efficient.

It is preferred, but not mandatory, that the selected consultant has a well driller licensed in the State of Texas employed directly by the consultant. If the consultant does not have a licensed driller on staff, then subcontracting out this service may be acceptable provided the selected drilling company has been approved by the Public Works Department. Subsurface drilling capabilities must be for 200 feet below grade and install a 2-inch monitor well and for 100 feet below grade and install a 4-inch monitor well.

It is desirable that the consultant has the capability of performing necessary environmental testing services in its own laboratory. If the consultant does not have such capability, subcontracting out testing services may be acceptable, provided that such laboratory is located within the State of Texas.

The consultant must be a registered LPST "*Corrective Action Specialist (CAS)*" as well as have on staff a registered "*Corrective Action Project Manager (CAPM)*" as required under Title 30, Texas Administrative Code, Chapter 334, Subchapter J.

The consultant shall submit project reports for each location as required by the environmental regulator agencies. Reports shall include the following information:

- a) A description of the site along with the vicinity map depicting the main suspected source of contamination, and any well within ½ a mile radius.
- b) Copies of boring logs.
- c) Classification of soil encountered.
- d) A monitor well installation detail, if installed.
- e) A detail of the chemical analysis performed showing levels of contamination at the various sample depths both for soil and ground water.
- f) A determination of the ground water flow direction.
- g) A discussion on the findings and methodology used to determine the findings.
- h) A conclusion with recommended strategies for possible remediation.

Additionally the consultant must have a good knowledge and understanding of the following guidance documents:

ATTACHMENT "A"

- RG-016 How to Remove your Underground Storage Tank from the Ground.
- RG-017 Action Levels for LPST Sites.
- RG-036 Risk-Based Corrective Action for Leaking Storage Tank Sites.
- RG-041 Corrective Action Plans for LPST Sites.
- RG-043 Groundwater Monitoring and Reporting.
- RG-014 Soil and Groundwater Sampling and Analysis.
- RG-091 Guidance Manual for the Performance of Risk Assessment, Contaminant Fate and Modeling.
- RG-144 Petroleum Storage Tank Program: Reimbursement from the PST Remediation Fund.
- RG-171 Guidance for the Performance of Risk-Based Assessments at LPST Sites.
- RG-277 Superfund Sites, Presumptive Remedies for Soils at Texas State.
30 TAC, Chapter 350: Texas Risk Reduction Program (TRRP).

Municipal Separate Storm Sewer System (MS4)

The consultant must have at least two years of experience in issues associated with storm water regulations and with the NPDES/TPDES permitting program. Specifically, the consultant must have a good understanding of the regulations governing storm water discharges from *industrial activities, construction activities, and municipal separate storm sewer systems (MS4s)* to Texas waters and must have a good understanding of the monitoring data and the proper reports required to comply with the EPA requirements for MS4's program.

Hazardous Waste Program

The consultant must have a good knowledge of the Federal (40 CFR, Chapter I, Parts 265 to 299) and State (30 TAC Chapter 335) environmental regulations governing the Management of Industrial Solid Waste and Municipal Hazardous Waste. Specifically, the consultant must have at least two years of experience in issues associated with the following:

- a) Standards Applicable to generators of Hazardous Waste.
- b) Standards Applicable to transporters of Hazardous Waste
- c) Pollution Prevention: Source Reduction and Waste Minimization Program.
- d) Household-Hazardous Waste Program.
- e) Waste Classification.
- f) Hazardous Waste Record-Keeping and Reporting Requirements.

Additionally, the consultant must be very familiar with the following guidance documents:

- RG-022 Guidance for the Classification & Coding of Industrial & Hazardous Waste.
- RG-112 Source Reduction and Waste Minimization Annual Progress Report Instruction Manual and Forms.
- RG-151 Industrial & Hazardous Waste Annual Waste Summary Instructions.
- RG-234 Industrial and Hazardous Waste: Rule and Regulations for Small-Quantity Generators.

ATTACHMENT "A"

Environmental Assessments

The Consultant must have two or more years of experience in conducting Phase I and Phase II, Environmental Site Assessments (ESA). Specifically, the consultant must have a good knowledge and understanding of the following guidance documents:

- a) E 1527 Standard Practice for Environmental Site Assessments:
Phase I Environmental Site Assessments.
- b) EPA Risk Assessment Guidance for Superfund (RAGS) Volume I and II.
- c) RG-015 Real Estate Considerations for LPST Cleanups.
- d) Radon Gas Investigation and Testing

Brownfields

The Consultant must have two or more years of experience in conducting Brownfield Phase I and Phase II, Environmental Site Assessments (ESA). Specifically, the consultant must have a good knowledge and understanding of the following guidance documents:

- a) E 1527 Standard Practice for Environmental Site Assessments:
Phase I Environmental Site Assessments.
- b) EPA Risk Assessment Guidance for Superfund (RAGS) Volume I and II.
- c) RG-015 Real Estate Considerations for LPST Cleanups.
- d) EPA Guidance for Quality Assurance Project Plans EPA QA/G-5 and EPA QA/R-5
- e) Texas Commission on Environmental Quality (TCEQ) Voluntary Clean-up Program (VCP)

Asbestos

The consultant must have the appropriate knowledge and understanding of Federal and State regulations governing the management of Asbestos Containing Materials (ACM) and Asbestos Containing Building Materials (ACBM). It is desirable that the consultant be a Licensed Asbestos Consultant Agency as well as have a Licensed Asbestos Individual Consultant on staff to perform asbestos surveys and prepare abatement project specifications. If the consultant is not a Licensed Asbestos Consultant Agency, then subcontracting out the service to oversee the management activities associated with ACM may be acceptable provided the selected Licensed Asbestos Consultant Agency and its Licensed Asbestos Individual Consultant has been approved by the City Engineering Department.

Mold

The consultant must have the appropriate knowledge and understanding of Federal and State regulations governing the management of Mold Assessment and Abatement. It is desirable that the consultant have an individual Licensed Mold Assessment Consultant on staff to perform all mold assessment activities. If the consultant does not have a Licensed Mold Assessment on staff, then subcontracting out the service to oversee the management activities associated with mold assessment may be acceptable provided the selected Licensed Mold Assessment Individual Consultant has been approved by the City Engineering Department.

ATTACHMENT "A"

Lead-Based Paint

The Consultant must have the appropriate knowledge and understanding of Federal and State regulations governing the management of Lead-Based Paint Assessment and Abatement Oversight. It is desirable that the consultant have staff certified to inspect, assess, supervise, and design specification for lead base paint assessment and abatement oversight. However, if the consultant does not have any certified staff, then subcontracting out the service to oversee the management activities associated with lead assessment or oversight may be acceptable provided the selected Certified Individual Consultant has been approved by the City Engineering Department.

Archeological Investigations

The consultant must have the appropriate knowledge and expertise to perform preliminary assessments such as identifying environmental conditions or monitoring excavations to determine archaeological significance to comply with the National Historic Preservation Act of 1966, as amended and with the Texas Historical Commission requirements. It is desirable that the consultant have on staff qualified personnel to perform these services.

However, if the consultant does not have such capability, subcontracting out this service may be acceptable, provided that the selected subcontractor has been approved by the Public Works Department.

Municipal Solid Waste

The consultant must have a good knowledge of the Federal (RCRA Subtitle D, 40 CFR) and State (30 TAC Chapter 330) environmental regulations governing the management of Municipal Solid Waste facilities. Specifically, the consultant must have at least two years of practical experience in the following:

- a) Preparation of the TCEQ permit to operate a Solid Waste facility.
- b) Design and operation of groundwater protection Systems. This include the implementation of MSW liner systems, design of leacheate collection systems, and the implementation of final cover systems.
- c) Preparation of groundwater monitoring and sampling plans.
- d) Preparation and Implementation of corrective action programs.
- e) Preparation of gas monitoring sampling plans.
- f) Closure and post-closure requirements
- g) Preparation of periodic aerial photography to include topographic maps with one foot accuracy contours to monitor the quantity of solid waste deposited in the landfill.

Additionally, the consultant must be very familiar with the following guidance documents:

- RG-074 Guidelines for the preparation of a Groundwater Sampling and Analysis Plan (GWSAP).
- Guidelines for Preparing a Landfill Gas Management Plan (30 TAC, Chapter 330.130).
- Methane Monitoring handbook (December of 1993)



Archana, Inc., (ATTACHMENT PAGE 1 OF 8)

FEE SCHEDULE DATED 11-21-2006

TO THE CITY OF EL PASO, TEXAS

FOR ENVIRONMENTAL CONSULTING SERVICES - STATE AND FEDERAL ASSIGNMENTS

LABOR CATEGORY	RATE PER HOUR		
	YEAR 2006	YEAR 2007	YEAR 2008
ENGINEERING AND ENVIRONMENTAL			
Principle Project Manager	\$157.50	\$162.23	\$167.09
Principal: Engineer, Scientist, Geologist	\$147.00	\$151.41	\$155.95
Senior: Engineer, Scientist, Geologist	\$136.50	\$140.60	\$144.81
Project: Engineer, Scientist, Geologist	\$126.00	\$129.78	\$133.67
Staff: Engineer, Scientist, Geologist	\$73.50	\$75.71	\$77.98
INDUSTRIAL HYGIENE			
Certified Industrial Hygienist	136.50	140.60	144.81
Asbestos/Lead Based Paint/Mold Assessor and Project Designer	94.50	97.34	100.26
Asbestos/Lead Based Paint/Mold Project Manager	84.00	86.52	89.12
Asbestos/Lead Inspector	69.30	71.38	73.52
Asbestos and Lead Air Monitoring Professional	58.80	60.56	62.38
TECHNICAL SUPPORT			
Senior Auto CADD Technician	42.00	43.26	44.56
Junior Auto CADD Technician	37.80	38.93	40.10
Senior Environmental Technician	63.00	64.89	66.84
Project Technician	52.50	54.08	55.70
Associate Technician	42.00	43.26	44.56
ADMINISTRATIVE SUPPORT			
Administrative Assistant	42.00	43.26	44.56
Clerical Assistant	33.60	34.61	35.65


 Pratap G. Reddy, Ph.D.
 President
 Archana, Inc.



Archana, Inc., (ATTACHMENT PAGE 2 OF 8)			
ENVIRONMENTAL LABORATORY FEE SCHEDULE DATED 11-21-2006 SUBMITTED TO THE CITY OF EL PASO, TEXAS			
ENVIRONMENTAL CONSULTING SERVICES STATE AND FEDERAL ASSIGNMENTS			
PARAMETER	METHOD	STANDARD 10-15 WORKING DAYS	RUSH 5 WORKING DAYS
Note: Prices for Water and Soil are the Same			
<i>Organic Testing</i>			
Total Petroleum Hydrocarbons - TPH (GC)	TX 1005	\$60.00	\$90.00
Methyl-tert-Butyl Ether MTBE	EPA 8021B	\$60.00	\$90.00
Benzene, Toluene, Ethylbenzene, Xylene BTEX (GC)	EPA 8021B	\$60.00	\$90.00
Organic Compounds (OC)			
Volatile OC (GC/MS) - Soil	EPA 8260B	\$200.00	\$300.00
Semi-volatile OC (GC/MS) - Soil	EPA 8270	\$450.00	\$675.00
Volatile OC (GC/MS) - Wastewater	EPA 624	\$200.00	\$300.00
Semi-volatile OC (GC/MS) - Wastewater	EPA 625	\$450.00	\$675.00
Poly-chlorinated Biphenyls			
PCB (in oil)	EPA 8082	\$75.00	\$112.50
PCB (in water/wipes)	EPA 8082	\$150.00	\$225.00
PCB (in soil/sludge)	EPA 8082	\$150.00	\$225.00
Pesticides			
Chlorinated compounds	EPA 8081A	\$200.00	\$300.00
Herbicides			
Herbicide compounds	EPA 8151	\$200.00	\$300.00
Phenols	EPA 8270	\$200.00	\$300.00
<i>Toxicity Characteristic Leaching Procedure (TCLP)</i> <i>(specified in 40 CFR 261.24, Table 1)</i>			
Cost of TCLP includes leaching, extraction and analysis of grouped parameters. Leaching & Extraction Method: EPA 1311			
Full-array TCLP <i>Metals (8), Volatile OC, Semi-volatile OC, Pesticides, and Herbicides</i>	Various	\$1,200.00	\$1,800.00
Typical-array TCLP <i>Metals (8), Volatile OC and Semi-volatile OC</i>	Various	\$1,000.00	\$1,500.00
TCLP Metals (8)		\$200.00	\$300.00
<i>Listed metals: Arsenic, Barium, Cadmium, Chromium, Lead, Mercury, Selenium, Silver</i>			

Pratap G. Reddy, Ph.D.
President
Archana, Inc.



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Archana, Inc., (ATTACHMENT PAGE 3 OF 8)

ENVIRONMENTAL LABORATORY FEE SCHEDULE DATED 11-21-2006

SUBMITTED TO THE CITY OF EL PASO, TEXAS

ENVIRONMENTAL CONSULTING SERVICES STATE AND FEDERAL ASSIGNMENTS

PARAMATER	METHOD	STANDARD 10-15 WORKING DAYS	RUSH 5 WORKING DAYS
Note: Prices for Water and Soil are the Same			
<i>Waste Characterization (As specified in 40 CFR 261, Subpart C)</i>			
Reactive , sulfide	EPA 9010	\$60.00	\$90.00
Reactive , cyanide	EPA 9030	\$60.00	\$90.00
Corrosive (pH)	EPA 150.1	\$35.00	\$52.50
Ignitability	EPA 1010	\$60.00	\$90.00
RCI (Reactivity, Corrosivity, Ignitability)	Various	\$200.00	\$300.00
Paint Filter (as free liquid)	EPA 9095	\$35.00	\$52.50
PRICE SCHEDULE		page 2 of 3	
PARAMATER	METHOD	Standard	
Cyanide (Total)		\$60.00	\$90.00
Cyanide (Ameniable)		\$60.00	\$90.00
<i>Water & Wastewater Analysis Schedule</i>			
Demand			
Biological Oxygen Demand (BOD)	EPA 405.1	\$35.00	\$52.50
Chemical Oxygen Demand (COD)	EPA 405.1	\$35.00	\$52.50
<i>(HACH Method/EPA approved for NPDES reporting)</i>			
Residuals			
Dissolved Solids, Total (TDS)	EPA 160.1	\$25.00	\$37.50
Suspended Solids, Total (TSS)	EPA 160.2	\$25.00	\$37.50
Suspended Solids, Volatile (VSS)	EPA 160.2	\$25.00	\$37.50
Settable Solids (SS)		\$25.00	\$37.50
Ash (% content)		\$35.00	\$52.50
Oil & Grease (as HEM)	EPA 1664	\$75.00	\$112.50
Conductivity	EPA 120.1	\$15.00	\$22.50
pH (field measurement or in-house lab)	EPA 150.2	\$15.00	\$22.50
Chlorine			
Chlorine, Total		\$25.00	\$37.50
Chlorine, Residual		\$25.00	\$37.50
Alkalinity			
Alkalinity, Phenolphthalein	EPA 301.1	\$25.00	\$37.50
Alkalinity, Total	EPA 301.1	\$25.00	\$37.50
Hardness			
Hardness, Calcium or Magnesium	EPA 314A	\$25.00	\$37.50
Hardness, Total	EPA 314A	\$25.00	\$37.50

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Archana, Inc., (ATTACHMENT PAGE 4 OF 8) ENVIRONMENTAL LABORATORY FEE SCHEDULE DATED 11-21-2006 SUBMITTED TO THE CITY OF EL PASO, TEXAS ENVIRONMENTAL CONSULTING SERVICES STATE AND FEDERAL ASSIGNMENTS			
PARAMATER	METHOD	STANDARD 10-15 WORKING DAYS	RUSH 5 WORKING DAYS
Note: Prices for Water and Soil are the Same			
Nitrogen			
Nitrogen, Organic (TKN)	EPA 351.2	\$60.00	\$90.00
Nitrogen, Nitrate-Nitrite	EPA 353.2	\$35.00	\$52.50
Nitrogen, Ammonia (NH4)	EPA 350.1	\$45.00	\$67.50
Nitrogen, Nitrite (NO2)	EPA 354.1	\$35.00	\$52.50
Oxygen, dissolved (DO)	EPA 360.1	\$15.00	\$22.50
Sulfur			
Sulfur, Sulfate (NPDWS approved)		\$35.00	\$52.50
Sulfur, Sulfide (S-)			
Turbidity (Nephalometry)	EPA 180.1	\$15.00	\$22.50
Lead in Paint	EPA 6010	\$35.00	\$52.50
Metals, Total (includes sample digestion and extraction)			
Metals, (ICP-AES)	EPA 6010 EPA 200.7	\$25.00	\$37.50
Metals, (GFAA Spectrophotometry Series)	Various	\$35.00	\$52.50
RCRA (8) Metals (As specified in 40 CFR)	EPA 6010	\$200.00	\$300.00
(As, Ba, Cd, Cr, Pb, Hg, Se, Ag)	EPA 200.7		
Mercury (Hg), cold-vapor	EPA 245.1	\$35.00	\$52.50
Metals, Soluble/Dissolved (sample filtration < 1.0 NTU)			
Metals, (ICP-AES)	EPA 200.7	\$25.00	\$37.50
Additional Services			
Water / Wastewater Sampling			
Grab sample		\$60.00 per hour	
Composite sample		\$60.00 per hour	
(incl. compositer set-up and sampling)			

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 President
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Archana, Inc., (ATTACHMENT PAGE 5 OF 8)			
ENVIRONMENTAL LABORATORY FEE SCHEDULE DATED 09-13-2006			
SUBMITTED TO THE CITY OF EL PASO, TEXAS			
ENVIRONMENTAL CONSULTING SERVICES STATE AND FEDERAL ASSIGNMENTS			
PARAMATER		STANDARD	
Note: Prices for Water and Soil are the Same			
Groundwater Sampling			
Well purge/sample		\$60.00 per hour	
Self-purging		\$60.00 per hour	
Soil Sampling			
Grab sample		\$60.00 per hour	
Composite sample		\$60.00 per hour	
Air Monitoring/Sampling		\$60.00 per hour	
Air Monitoring/Sampling Equipment (incl. Air monitoring cassette)			
Rental of unit		\$60.00 per hour	
Autosampler (Compositer)			
Rental of unit (battery, bottles, ice)		\$150.00 per day	

Pratap G. Reddy, Ph.D.
President
Archana, Inc.

Archana, Inc., (ATTACHMENT PAGE 6 OF 8)
FEE SCHEDULE CALCULATIONS DATED 11-21-06
SUBMITTED TO THE CITY OF EL PASO, TEXAS

FOR ENVIRONMENTAL CONSULTING SERVICES - STATE AND FEDERAL ASSIGNMENTS

Labor Category	Unit	Raw Rate Multiple + 15% Profit	Year 2006		Year 2007		Year 2008	
			Raw Labor Rate	Labor Rate to the City	Anticipated Escalation (%)	Labor Rate to the City	Anticipated Escalation (%)	Labor Rate to the City
ENGINEERING AND ENVIRONMENTAL								
Principal Project Manager and Consultant	hour	2.10	75.00	\$157.50	3	162.23	3	167.09
Principal: Engineer, Scientist, Geologist	hour	2.10	70.00	\$147.00	3	151.41	3	155.95
Senior: Engineer, Scientist, Geologist	hour	2.10	65.00	\$136.50	3	140.60	3	144.81
Project: Engineer, Scientist, Geologist	hour	2.10	60.00	\$126.00	3	129.78	3	133.67
Staff: Engineer, Scientist, Geologist	hour	2.10	35.00	\$73.50	3	75.71	3	77.98
INDUSTRIAL HYGIENE								
Certified Industrial Hygienist	hour	2.10	65.00	\$136.50	3	140.60	3	144.81
Asbestos/Lead Based Paint/Mold Assessor and Project Designer	hour	2.10	45.00	\$94.50	3	97.34	3	\$100.26
Asbestos/Lead Based Paint/Mold Project Manager	hour	2.10	40.00	\$84.00	3	86.52	3	\$89.12
Asbestos/Lead Inspector	hour	2.10	33.00	\$69.30	3	71.38	3	\$73.52
Asbestos and Lead Air Monitoring Professional	hour	2.10	28.00	\$58.80	3	60.56	3	\$62.38



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 Construction Quality Control

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Archana, Inc., (ATTACHMENT PAGE 7 OF 8)
 FEE SCHEDULE CALCULATIONS DATED 11-21-2006
 SUBMITTED TO THE CITY OF EL PASO, TEXAS
 FOR ENVIRONMENTAL CONSULTING SERVICES - STATE AND FEDERAL ASSIGNMENTS

Labor Category	Unit	Raw Rate Multiple includes 10% Profit	Contract Year 2006		Contract Year 2007		Option Year 2008	
			Raw Labor Rate	Labor Rate to the City	Anticipated Escalation (%)	Labor Rate to the City	Anticipated Escalation (%)	Labor Rate to the City
TECHNICAL SUPPORT								
Senior Auto CADD Technician	hour	2.10	20.00	\$42.00	3	43.26	3	44.56
Junior Auto CADD Technician	hour	2.10	18.00	\$37.80	3	38.93	3	40.10
Senior Environmental Technician	hour	2.10	30.00	\$63.00	3	64.89	3	66.84
Project Technician	hour	2.10	25.00	\$52.50	3	54.08	3	55.70
Associate Technician	hour	2.10	20.00	\$42.00	3	43.26	3	44.56
ADMINISTRATIVE SUPPORT								
Administrative Assistant	hour	2.10	20.00	\$42.00	3	43.26	3	44.56
Clerical Assistant	hour	2.10	16.00	\$33.60	3	34.61	3	35.65

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Archana, Inc., (ATTACHMENT PAGE 8 OF 8)
FEE SCHEDULE CALCULATIONS DATE 11-21-06
SUBMITTED TO THE CITY OF EL PASO, TEXAS

ENVIRONMENTAL CONSULTING SERVICES - STATE AND FEDERAL ASSIGNMENTS

G&A and Overhead Calculations

Description	Year 2005	Year 2004	Year 2003
G&A Calculations			
Bank charges	385.49	\$1,324.25	\$827.74
Telephone	\$1,200.00	\$800.00	\$750.00
Advertisement	\$6,795.59	\$0.00	\$0.00
Travel	\$1,456.97	\$1,240.78	\$2,785.46
Dues and subscriptions	\$975.61	\$0.00	\$160.30
Professional services	\$2,730.00	\$4,367.90	\$3,026.00
seminars	\$338.00	\$1,650.00	\$602.50
Rent for Administration	\$3,000.00	\$3,000.00	\$3,000.00
Utilities	\$1,500.00	\$1,800.00	\$1,000.00
Licences and taxes	\$1,800.00	\$1,500.00	\$600.00
Office supply	\$4,073.01	\$3,696.55	\$2,084.13
Sundry expenses	\$0.00	\$3,666.00	\$0.00
Total G&A cost	\$24,254.67	\$23,045.48	\$14,836.13
Total cost of sales	\$133,536.66	\$79,732.06	\$100,123.64
Overhead cost	\$91,859.01	\$67,054.31	\$75,092.25
Overhead = Overhead cost/Cost of sales	\$0.69	\$0.84	\$0.75
G&A = G&A cost/Cost of sales	\$0.18	\$0.29	\$0.15
Base cost	\$1.00	\$1.00	\$1.00
Sub-total	\$1.87	\$2.13	\$1.90
Profit @ 10%	\$0.19	\$0.21	\$0.19
Raw rate multiple	\$2.06	\$2.34	\$2.09
Average raw rate multiple	\$2.16		

Pratap G. Reddy, Ph.D.
President
Archana, Inc.



City of El Paso Contract
 ENVIRONMENTAL
 FEE SCHEDULE
 Raba-Kistner Consultants

DESCRIPTION	Year 1	Year 2	Option Year
Principal	210.03	216.65	223.14
Project Engineer/Manager	175.71	180.98	186.41
Senior Engineer	149.02	153.49	158.09
Project Engineer	111.60	114.96	118.40
Senior Biologist	96.77	99.67	102.66
Biologist	77.52	79.85	82.24
Senior Geologist (PG)	122.83	126.65	130.31
Geologist	80.64	83.05	85.55
Senior Environmental Scientist/Specialist	96.77	99.67	102.66
Environmental Scientist/Specialist	72.58	74.75	77.00
Principal Investigator – Archaeology	120.95	124.58	128.32
Project Archaeologist I	69.75	71.84	73.99
Archaeological Technician	54.26	55.88	57.56
CADD Operator	50.00	51.50	53.04
Administrative/Clerical	61.26	63.09	64.99
GIS Specialist	65.00	66.95	70.30

JDC
 11/21/06

11/21/06



Archana, Inc

Environmental . Geotechnical . Construction Quality Control

Project No. City of El Paso
November 21, 2006

ATTACHMENT II

RABA-KISTNER CONSULTANTS, INC.

SCHEDULE OF FEES FOR PROFESSIONAL SERVICES

<u>PERSONNEL:</u>	Principal.....	\$135 to \$205/hour	<i>per</i>
	Professional.....	\$59 to \$185/hour	<i>rate</i>
	Auto Cad Operator.....	\$70 to \$95/hour	<i>schedule</i>
	Technical/Clerical/Administrative.....	\$38 to \$65/hour	

The specific hourly rate within each classification listed above depends on the experience, special training, and qualifications of the personnel needed for the project. For projects requiring work at any hazardous waste site, there will be a \$10 per hour surcharge added to the normal billing rate for all personnel. Consultants to Raba-Kistner (R-K) will be charged according to their professional classification.

EXPENSES: Use of company automobiles will be charged at ~~\$0.50~~ *0.48* per mile. Automobiles and light trucks assigned to field sites will be charged at \$50.00 per day, plus ~~\$0.50~~ per mile over 50 miles per day. Copies will be charged at \$0.25 per page. *0.48 .445*

Other project specific charges for use of R-K equipment or for R-K testing will be in accordance with established fee schedules. All other project specific, third-party costs will be charged at cost plus ~~15~~ *10* percent.

Invoices will be submitted monthly for work in progress in our standard format. They are due and payable upon receipt and become past due 30 days after the billing date. Past due invoices may be subject to late charges at the rate of 1-1/2 percent per month (18 percent per annum). In the event that the State of Texas legislates a sales tax on Professional Services, the amount of the tax will be PAYMENT added to the appropriate service rate charged. Our invoices are due and payable upon receipt at P.O. Box 971037, Dallas, Texas 75397-1037.

Preparation of non-standard invoice will be charged on a time and materials basis in accordance with the rates in this fee schedule.

CONDITIONS: Services will be performed in accordance with our Standard Terms and Conditions.

The proposal to which this schedule is an attachment is valid for 90 days from the date of the proposal.

SEA *JDC*
11/21/06

R. W. Beck, Inc.
 Engineering Services Fee Schedule
 El Paso, Texas

	UNIT RATE	UNIT RATE	UNIT RATE
I. ENGINEERING ANALYSIS, CONSULTING AND REPORT PREPARATION	2006	2007	2008
Principal	\$230.00	\$236.90	\$244.01
Project Managers	\$170.00	\$175.10	\$180.35
Senior Engineers	\$140.00	\$144.20	\$148.53
Staff Engineers and Scientists	\$100.00	\$103.00	\$106.09
Auto CAD	\$75.00	\$77.25	\$79.57
Clerical	\$40.00	\$41.20	\$42.44

II. UNIT COST RATES

Black & White Copies (any size)	\$0.10 per page
Color Copies/Prints (8.5X11")	\$0.50 per page
Color Copies/Prints (>8.5X11")	\$1.00 per page
Color Transparencies	\$1.00 per page
Facsimile: Outgoing, Long Distance	\$1.00 per page
Facsimile: Incoming	n/a
Postage	U.S.P.S Rates

III. REUMBURSEABLE EXPENSES

Printing/Reproduction/Binding	At cost
Long Distance Communications	At cost
Shipping/Delivery	At cost
Airfare	At cost
Hotel	At cost
Meals	At cost
Mileage Rate	\$0.445 per mile
Car Rental	\$50.00 per day for sedans/small pickups
Supplies	At cost

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SCHEDULE OF FEES

BAER ENGINEERING AND ENVIRONMENTAL CONSULTING, INC.

ENVIRONMENTAL CONSULTING SERVICES – STATE & FEDERAL ASSIGNMENTS

CITY OF EL PASO

ENGINEERING AND ENVIRONMENTAL

		<u>2006</u>	<u>2007</u>	<u>2008</u>
Principal	Engineer, Geologist, Scientist, Consultant	\$140.00/hr	\$145.00/hr	\$150.00/hr
Senior	Engineer, Geologist, Scientist, Consultant, Mgr.	\$120.00/hr	\$125.00/hr	\$130.00/hr
Project	Engineer, Geologist, Scientist, Manager	\$100.00/hr	\$105.00/hr	\$110.00/hr
Staff	Engineer, Geologist, Scientist	\$90.00/hr	\$92.50/hr	\$95.00/hr
Field	Engineer, Geologist, Scientist	\$80.00/hr	\$82.50/hr	\$85.00/hr

INDUSTRIAL HYGIENE

Certified Industrial Hygienist, Lead/ Mold Assessment Consultant	\$140.00/hr	\$145.00/hr	\$150.00/hr
Asbestos Consultant, Lead Project Designer	\$95.00/hr	\$100.00/hr	\$105.00/hr
Asbestos Management Planner, Lead Assessor, Mold Assessment Consultant	\$85.00/hr	\$90.00/hr	\$95.00/hr
Asbestos Project Manager/ Air Monitoring Professional	\$65.00/hr	\$66.50/hr	\$68.00/hr
Asbestos/Lead Inspector, Air Monitoring Professional	\$55.00/hr	\$56.50/hr	\$58.00/hr

TECHNICAL SUPPORT

CADD Operator/Drafter, Information Technology	\$43.00/hr	\$44.00/hr	\$45.00/hr
Senior Technician	\$65.00/hr	\$66.50/hr	\$68.00/hr
Project Technician	\$50.00/hr	\$51.50/hr	\$53.00/hr
Associate Technician	\$40.00/hr	\$41.50/hr	\$43.00/hr

ADMINISTRATIVE SUPPORT

Administrative Assistant	\$45.00/hr	\$46.00/hr	\$47.00/hr
Clerical Assistant	\$35.00/hr	\$36.00/hr	\$37.00/hr

Company/personal vehicle travel expenses	\$0.445/mi	\$0.445/mi*	\$0.445/mi*
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*Adjusted each year to match Federal government mileage rate

Charges will be made at the rates listed above for time spent in project management, consultation or meetings related to the project, conducting field surveys, sampling, evaluations, review and analysis of field and laboratory data, report preparation and review, design, travel time, etc. Time spent on projects in litigations, in depositions, and providing expert testimony will be charged at the standard rate times: 1.5

Technician and Support Personnel time for work over 8 hours per day and on holidays, Saturday and Sunday will be charged at the standard rate times: 1.5

EXPENSES

Per diem expenses when required to remain overnight outside Austin metropolitan area, and common carrier or car rental costs will be charged at cost multiplied by: 1.10

Special equipment or supplies, laboratory charges, permits, shipping charges, special printing or other items not customarily provided by Baer Engineering will be charged at cost multiplied by: 1.10

Subcontract services (if required) will be invoiced at our cost multiplied by: 1.10

Baer Engineering and Environmental Consulting, Inc.

1155 Larry Mahan Drive, Suite B, El Paso, Texas 79925

Tel: (915) 599-2183, Fax: (915) 592-4659 www.archanaUSA.com e-mail archanainc@aol.com

R & A CONSULTANTS, CORP. (Page 1 of 3)
7136 NORTH LOOP, 2ND FLOOR EL PASO, TEXAS 79915
ASBESTOS CONSULTING SERVICES FEE SCHEDULE

	UNIT RATE 1 ST YEAR	UNIT RATE 2 ND YEAR	UNIT RATE 3 RD YEAR
I. Consulting Services			
Asbestos Consulting.....	\$125.00/Hr.	\$128.75/Hr.	\$132.61/Hr.
II. Asbestos Survey			
Administrative Asst.	\$ 30.00/Hr.	\$ 30.90/Hr.	\$ 32.44/Hr.
Field Technician	\$ 50.00/Hr.	\$ 51.50/Hr.	\$ 53.04/Hr.
Field Technician (OT)	\$ 75.00/Hr.	\$ 77.25/Hr.	\$ 79.56/Hr.
CAD Technician.....	\$ 45.00/Hr.	\$ 46.35/Hr.	\$ 47.74/Hr.
Project Manager.....	\$ 90.00/Hr.	\$ 92.70/Hr.	\$ 95.48/Hr.
Principal Consultant.....	\$110.00/Hr.	\$113.30/Hr.	\$116.69/Hr.
Sample Analysis (PLM).....	\$ 8.00/ea.	\$ 8.24/ea.	\$ 8.48/ea.
III. Asbestos Project Design (PD)			
Administrative Asst.	\$ 30.00/Hr.	\$ 30.90/Hr.	\$ 32.44/Hr.
Field Technician	\$ 50.00/Hr.	\$ 51.50/Hr.	\$ 53.04/Hr.
Field Technician (OT)	\$ 75.00/Hr.	\$ 77.25/Hr.	\$ 79.56/Hr.
CAD Technician.....	\$ 45.00/Hr.	\$ 46.35/Hr.	\$ 47.74/Hr.
Project Manager.....	\$ 90.00/Hr.	\$ 92.70/Hr.	\$ 95.48/Hr.
Principal Consultant.....	\$110.00/Hr.	\$113.30/Hr.	\$116.69/Hr.
Principal Engineer.....	\$125.00/Hr.	\$128.75/Hr.	\$132.61/Hr.
Report Generation Reproduction.....	\$ 30.00/Hr.	\$ 30.90/Hr.	\$ 32.44/Hr.

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www.archanaUSA.com e-mail archanainc@aol.com



Archana, Inc.
 Environmental . Geotechnical . Construction Quality Control

R & A CONSULTANTS, CORP. (Page 2 of 3)
7136 NORTH LOOP, 2ND FLOOR EL PASO, TEXAS 79915
ASBESTOS CONSULTING SERVICES FEE SCHEDULE

IV. Asbestos Abatement

Air Monitoring/Project Management

Administrative Asst.	\$ 30.00/Hr.	\$ 30.90/Hr	\$ 32.44/Hr.
Field Technician	\$ 50.00/Hr.	\$ 51.50/Hr.	\$ 53.04/Hr.
Field Technician (OT)	\$ 75.00/Hr.	\$ 77.25/Hr.	\$ 79.56/Hr.
CAD Technician.....	\$ 45.00/Hr.	\$ 46.35/Hr.	\$ 47.74/Hr.
Project Manager.....	\$ 90.00/Hr.	\$ 92.70/Hr.	\$ 95.48/Hr.
Principal Consultant.....	\$110.00/Hr.	\$113.30/Hr.	\$116.69/Hr.
Sample Analysis (PCM).....	\$ 8.00/ea.	\$ 8.24/ea.	\$ 8.48/ea.
Sample Analysis (TEM).....	\$ 90.00/ea.	\$ 92.70/ea.	\$ 95.48/ea.

V. Training Services

Asbestos:

AHERA Inspector Initial.....	\$575.00	\$592.25	\$610.01
AHERA Inspector Refresher.....	\$145.00	\$149.35	\$153.83
AHERA Management Planner Initial.....	\$575.00	\$592.25	\$610.01
AHERA Management Planner Refresher.....	\$145.00	\$149.35	\$153.83
AHERA Project Designer Initial.....	\$895.00	\$921.85	\$949.50
AHERA Project Designer Refresher.....	\$200.00	\$206.00	\$212.18
AHERA Supervisor/Contractor Initial.....	\$650.00	\$669.50	\$689.58
AHERA Supervisor/Contractor Refresher.....	\$195.00	\$200.85	\$206.87
AHERA Worker Initial.....	\$595.00	\$612.85	\$631.23
AHERA Worker Refresher.....	\$120.00	\$123.60	\$127.30
Air Monitoring Initial.....	\$895.00	\$921.85	\$949.50
Air Monitoring Refresher.....	\$145.00	\$149.35	\$153.83
Operations & Maintenance 16 Hrs.....	\$300.00	\$309.00	\$318.27
Asbestos Awareness 2 Hrs.	\$ 30.00	\$ 30.90	\$ 31.82

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Lead Based Paint (LBP) EPA training:

LBP Inspector Initial.....	\$575.00	\$592.25	\$610.01
LBP Inspector Refresher.....	\$295.00	\$303.85	\$312.96
LBP Risk Assessor Initial.....	\$575.00	\$592.25	\$610.01
LBP Risk Assessor Refresher.....	\$295.00	\$303.85	\$312.96
LBP Contractor/Supervisor Initial.....	\$795.00	\$818.85	\$843.41
LBP Supervisor Refresher.....	\$295.00	\$303.85	\$312.96
LBP Worker Initial.....	\$395.00	\$406.85	\$419.05
LBP Worker Refresher.....	\$200.00	\$206.00	\$212.18

VI. Other Services

Vehicle:

Rental Car.....	\$ 50.00/day	\$ 51.50/day	\$ 53.00/day
Rental 4 WD truck.....	\$ 60.00/day	\$ 61.80/day	\$ 63.60/day
Mileage.....	\$ 0.44/mile	\$ 0.45/mile	\$ 0.46/mile



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ATTACHMENT "C"
AGREEMENT FOR CONSULTING SERVICES

For the Project known as "**Environmental Engineering Consultant Services- Federal & State Assignments**" hereinafter referred to as the Project, the Consultant will provide the Basic and Additional Services as noted herein.

BASIC SERVICES OF THE CONSULTANT

GENERAL

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

ADDITIONAL SERVICES OF THE CONSULTANT

GENERAL

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

1. Furnish core borings, probings, and hydrographic surveys; laboratory testing; inspection of samples or materials; and other special consultations.
2. Furnish property surveys and legal descriptions as needed to acquire additional right-of-way or additional property.

ATTACHMENT "C"
AGREEMENT FOR CONSULTING SERVICES

3. Provide Additional Services due to significant changes in the general scope of the Project or its design including, but not limited to, changes in size, complexity, or character of construction if the changes are inconsistent with approvals or instructions previously given by the Owner including revisions made necessary by adjustments in the Owner's scope or budget, except where the Consultant's preliminary study and report, preliminary design, pre-final design, or final design cost opinions exceed the budgeted amount, or in the case where all responsible bids exceed the Consultant's final design cost opinions by **ten percent** or more.
4. Revise previously approved studies, reports, design documents, drawings, or specifications, except when said revisions are required as a result of errors, negligence, or other fault on the part of the Consultant.
5. Prepare documents for alternate bids requested by the Owner for construction work for which bids have not been awarded.
6. If Best Value Evaluation Criteria are required after the Consulting fees have been negotiated and accepted, the Consultant may request Additional Service fees.
7. Prepare detailed renderings, exhibits, or scale models for the Project, except as otherwise required herein
8. Furnish additional copies of studies, reports, and additional prints of Drawings and Specifications in excess of those required herein.
9. Furnish additional tests and inspections, in excess of those required herein during the Construction Phase.
10. Provide investigations involving detailed consideration of operation, maintenance, and overhead expenses as well as the preparation of rate schedules, earnings and expense statements, feasibility studies, appraisals and valuations, detailed quantity surveys of material or labor.
11. Prepare change orders requiring additional significant design changes not provided for in the Agreement, requested by the Owner.
12. Inspect each construction contract site prior to expiration of the guarantee period and report, in written form, observed discrepancies under guarantees provided by the construction contractor.
13. Provide additional or extended services during construction made necessary by: **a)** work damaged by fire or other cause during construction; **b)** prolongation of the construction contract time by more than **twenty-five percent** provided that such prolongation is not caused by errors, negligence, or other fault on the part of the Consultant; **c)** Acceleration

ATTACHMENT "C"
AGREEMENT FOR CONSULTING SERVICES

of the work schedule involving services beyond normal city working hours; or **d)** the construction contractor's default under the construction contract due to delinquency or insolvency.

14. Provide extensive assistance in the initial start-up and test operation of equipment or devices and the preparation of manuals of operation and maintenance.
15. Serve as an expert witness for the Owner in any litigation or other proceeding involving the Project.
16. Provide Additional Services in connection with the Project not otherwise provided for in this Agreement, except where those services are required as a result of negligence or other fault on the part of the Consultant.

RESIDENT PROJECT SERVICES

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

**ATTACHMENT “D”
PAYMENT AND DELIVERABLE SCHEDULES**

For the Project known as “**Environmental Engineering Consultant Services- Federal & State Assignments**”, hereinafter referred to as the Project, the Owner shall pay the Consultant for services performed in accordance with the fee schedule, which is attached hereto as Attachment “B” and made a part hereof for all purposes. Such payments shall not exceed **ONE MILLION AND NO/100 DOLLARS** for a **TWO (2) YEAR TERM** of this agreement.

PAYMENT SCHEDULE

The compensation for each service request shall be made for the services performed:

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.

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)

12/18/2006

PRODUCER

Bent Tree Insurance Agency, Inc.
2540 Old Denton Road, Suite 167
Carrollton, Texas 75006
972.466.0084

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

Archana, Inc.

1155 Larry Mahan Drive Suite B
El Paso, TX 79925
915.599.2183

INSURERS AFFORDING COVERAGE

NAIC#

INSURER A: Westchester Surplus Lines Ins. Co.

INSURER B: Texas Mutual Insurance Company

INSURER C:

INSURER D:

INSURER E:

COVERAGES

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

INSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE(MM/DD/YY)	POLICY EXPIRATION DATE(MM/DD/YY)	LIMITS
A	X	GENERAL LIABILITY	G22072559-001	06/02/06	06/02/07	EACH OCCURRENCE
		<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY				DAMAGE TO RENTED PREMISES (Ea occurrence)
		<input type="checkbox"/> CLAIMSMADE <input checked="" type="checkbox"/> OCCUR				MED EXP (Any one person)
		<input checked="" type="checkbox"/> Professional Lia*				PERSONAL & ADV INJURY
		<input checked="" type="checkbox"/> Pollution Lia.				GENERAL AGGREGATE
		GEN'L AGGREGATE LIMIT APPLIES PER:				PRODUCTS - COMP/OP AGG
		<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC				
A		AUTOMOBILE LIABILITY	G22072559-001	06/02/06	06/02/07	COMBINED SINGLE LIMIT (Ea accident)
		<input type="checkbox"/> ANY AUTO				BODILY INJURY (Per person)
		<input type="checkbox"/> ALL OWNED AUTOS				BODILY INJURY (Per accident)
		<input type="checkbox"/> SCHEDULED AUTOS				PROPERTY DAMAGE (Per accident)
		<input checked="" type="checkbox"/> HIRED AUTOS				AUTO ONLY - EA ACCIDENT
		<input checked="" type="checkbox"/> NON-OWNED AUTOS				OTHER THAN AUTO ONLY: EA ACC
						AGG
		GARAGE LIABILITY	This agency does not provide coverage.			EACH OCCURRENCE
		<input type="checkbox"/> ANY AUTO		AGGREGATE		
		EXCESS/UMBRELLA LIABILITY	This agency does not provide coverage.			
		<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMSMADE				
		<input type="checkbox"/> DEDUCTIBLE				
		RETENTION \$				
B		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	SBP-0001130966	05-09-06	05-09-07	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER
		ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?				E.L. EACH ACCIDENT
		If yes, describe under SPECIAL PROVISIONS below				E.L. DISEASE - EA EMPLOYEE
		OTHER				E.L. DISEASE - POLICY LIMIT

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

Environmental Engineering Consulting Services State and Federal Assignments. The City of El Paso is added as additional insured to the general liability policy. *Professional Liability is claims made. Coverages provided by the policies indicated above do not extend to Indemnification/Hold Harmless Contractual Requirements.

CERTIFICATE HOLDER

The City of El Paso
Two Civic Center Plaza, 4th Floor
El Paso, TX 79901-1196
attn: Rick Commer, P.E.

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

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.

Named Insured Archana, Inc.			Endorsement Number
Policy Symbol	Policy Number G22072559-001	Policy Period 06-02-06 TO 06-02-07	Effective Date of Endorsement 06-02-06
Issued By (Name of Insurance Company) Westchester Surplus Lines Insurance Company			

Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED ENDORSEMENT
OWNERS, LESSEES OR CONTRACTORS - SCHEDULED PERSON OR ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE
CONTRACTOR'S POLLUTION LIABILITY COVERAGE

SCHEDULE:

<p><u>Name of Person or Organization:</u></p> <p>Any person or organization that is an owner of real property or personal property on which you are performing operations, or a contractor on whose behalf you are performing operations, and only at the specific written request of such person or organization to you, wherein such request is made prior to commencement of operations.</p>

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

A. SECTION II - WHO IS AN INSURED is amended to include as an insured the person or organization shown in the Schedule, but only with respect to liability arising out of your ongoing operations performed for that insured.

B. With respect to the insurance afforded to these additional insureds, the following exclusion is added:

2. Exclusions

This insurance does not apply to **bodily injury or property damage** occurring after:

- (1) All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the site of the covered operations has been completed; or
- (2) That portion of **your work** out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

Summary

Project Name: Environmental Engineering Consulting Services-State and Federal Assignments

District: Citywide

Scope of work

The Environmental Engineering Services – Federal & State Assignments agreement shall be used to provide environmental engineering services that comply with Federal and State funding requirements and Federal and State general requirements. The services provided shall be submitted to the Federal and State agencies for review and approval. The consultant shall be knowledgeable of Federal and State requirements and shall have a staff member and/or sub-consultant who is knowledgeable in environmental requirements and issues related to Federally and/or State funded projects. The environment consultant shall be responsible to provide environmental services that include investigations of soil and water contamination on City properties, environmental testing services, brownfields, asbestos surveys, mold surveys, lead paint surveys and environmental site assessments.

Department Requesting Service: Environmental Services

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

Request for Qualification Notification Date: June 23, 2006

Firms that were notified: All pre-qualified environmental engineering firms

Request for Qualification Due Date: July 12, 2006

Architect/Engineer firms that submitted RFQ packages:

Sun City Analytical, Inc.
Professional Services Industries, Inc.
Licon Engineering, Co.
ENCON International, Inc.
Archana, Inc.

Architect Engineer Selection Committee Members (Shortlist committee)

Debbie Hamlyn, Deputy City Manager, Quality of Life
Rick Conner, City Engineer
Ellen Smyth, Environment Services Director
Said Larbi-Cherif, Assistant Director of Environmental Services

Date shortlist ranking was submitted: July 25, 2006

Shortlist Ranking of Firms

Firm	Rank	Outcome
Archana	1	Finalist
ENCON	2	Finalist
PSI	2	Finalist
Licon	3	Not selected
Sun City Analytical	4	Not Selected

* There was a two way tie for second place. Only three firms were selected as finalists.

Date firms were notified of results: August 9, 2006

Architect Engineer Selection Oral Presentation Date: August 23, 2006

Architect Engineer Selection Committee Members (Oral presentation committee)

Alan Shubert, Development Services Director
Rick Conner, City Engineer
Ellen Smyth, Environmental Services Director
Said Larbi-Cherif, Assistant Director of Environmental Services

Final Ranking of Firms

Firm	Rank	Outcome
Archana	1	Finalist
Encon International	2	Not selected
PSI	3	Not selected

Date firms were notified in writing of final selection: August 28, 2006

SCORING SHEET FOR THE PROFESSIONAL SERVICES

1. TECHNICAL COMPETENCE		20 Points
a.	Please rate firm's technical competency in providing Environmental Engineering Consulting Services for federal and state assignments.	4
b.	Please rate project team's technical competency in providing Environmental Engineering Consulting Services for federal and state assignments.	4
c.	Please rate project manager's technical competency in providing Environmental Engineering Consulting Services for federal and state assignments.	12
2. PROJECT UNDERSTANDING AND APPROACH		20 Points
a.	Please rate firm's thorough understanding of the scope of work.	4
b.	Please rate firm's identification of any significant issues and how they plan to address issues.	8
c.	Please rate firm's plan of action to complete the project within the set schedule and within budget.	8
3. EXPERIENCE		20 Points
a.	Please rate firm's experience with projects similar in scope and size.	14
b.	Please rate firm's experience with City of El Paso projects.	6
4. AVAILABILITY OF STAFF		15 Points
a.	Please rate firm's plan of action of how staff will be made readily available for the project.	10
b.	Please rate firm's plan of action and commitment to achieve a staff presence in El Paso.	5
5. EXPERIENCE WITH EL PASO ISSUES		15 Points
a.	Please rate firm's familiarity and experience with El Paso's building and construction issues.	9
b.	Please rate firm's familiarity and experience with El Paso's development issues.	6
6. DISADVANTAGED BUSINESS ENTERPRISES		10 Points
a.	Prime and all Subs qualify in at least one approved DBE category.	10
b.	Prime qualifies in at least one approved DBE category.	7
c.	At least one Sub qualifies in at least one approved DBE category.	2
d.	Neither Prime nor Subs qualify in at least one approved DBE category.	0