

City of College Station

PROFESSIONAL SERVICES CONTRACT

This Contract is between the **City of College Station**, a Texas home-rule municipal corporation, (the “City”) and CSC Engineering & Environmental Consultants, Inc., a Texas corporation (the “Contractor”), whereby the Contractor agrees to provide the City with certain professional services as described herein and the City agrees to pay the Contractor for those services.

ARTICLE I Scope of Services

- 1.01 In consideration of the compensation stated in paragraph 2.01 herein below, the Contractor agrees to provide the City with the professional services as described in **Exhibit “A”**, the Scope of Services, which is incorporated herein by reference for all purposes, and which services may be more generally described as follows: Provide a Landfill Closure Master Plan with Construction Plans/Specifications and a Landfill Gas System Master Plan for the Rock Prairie Road Landfill. (the “Project”).

ARTICLE II Payment

- 2.01 In consideration of the Contractor’s provision of the professional services in compliance with all terms and conditions of this Contract, the City shall pay the Contractor according to the terms set forth in **Exhibit “B.”** Except in the event of a duly authorized change order, approved by the City as provided in this Contract, the total cost of all professional services provided under this Contract may not exceed **Two Hundred and Sixty-Seven Thousand and Zero/100 Dollars (\$267,000.00).**

ARTICLE III Time of Performance and Construction Cost

- 3.01 The Contractor shall complete the professional services within the times set forth below. The Contractor shall exercise a degree of care and diligence in the performance of all services under this Contractor in accordance with the professional standards prevailing among Contractors in the location in which Contractor practices or College Station, Texas, whichever is the higher standard, skilled in design for projects of similar scope, and all of the Contractor services shall be performed as expeditiously as is consistent with said standards and the orderly progress of the Work.

[Conceptual Design: 60 calendar days after the authorization to commence planning]
[Preliminary Project Design: 210 calendar days after authorization to commence PPD]
[Final Design: 270 calendar days after authorization to commence final design]

- 3.02 All design work and other professional services provided under this Contract must be completed by the following date: February 15, 2004.
- 3.03 **Time is of the essence of this Contract.** The Contractor shall be prepared to provide the professional services in the most expedient and efficient manner possible in order to complete the work by the times specified. Promptly after the execution of this Contract, the Contractor shall prepare and submit for the City to approve in writing, a detailed schedule for the performance of the Contractor's services to meet the City's project milestone dates which are included in this Contract. The Contractor's schedule shall include allowances for periods of time required for the City's review and for approval of submissions by authorities having jurisdiction over the Project. The time limits established by this schedule over which Contractor has control shall not be exceeded without written approval from the City.
- 3.04 The Contractor's services consist of all of the services required to be performed by Contractor, Contractor's employees and Contractor's consultants under the terms of this Contract. Such services include normal civil, structural, mechanical and electrical engineering services, plumbing, food service, acoustical and landscape services, and any other design services that are normally or customarily furnished and reasonably necessary for the Project. The Contractor shall contract and employ at his expense consultants necessary for the design of the Project, and such consultants shall be licensed as required by the State of Texas and approved in writing by the City.
- 3.05 The Contractor shall designate a principal of the firm reasonably satisfactory to the City who shall, so long as employed by Contractor and acceptable to the City, remain in charge of professional services through completion and be available for general consultation throughout the Project. Any replacement of that principal shall be approved in writing (which shall not be unreasonably withheld) by the City, prior to replacement.
- 3.06 Contractor shall be responsible for the coordination of all drawings and design documents relating to Contractor's design and used on the Project, regardless of whether such drawings and documents are prepared by Contractor. Contractor shall be responsible for the completeness and accuracy of all drawings and specifications submitted by or through Contractor and for their compliance with all applicable codes, ordinances, regulations, laws and statutes.
- 3.07 Contractor's evaluations of the City's project budget and the preliminary estimates of construction cost and detailed estimates of construction cost, represent the Contractor's best judgment as a design professional familiar with the construction industry.
- 3.08 The construction budget for this Project, which is established as a condition of this Contract is Two Hundred and Seventy-Five Thousand Dollars (\$275,000.00). This construction budget shall not be exceeded unless the amount is changed in writing by the City.

ARTICLE IV
Conceptual Design

- 4.01 Upon the Contractor's receipt from the City of a letter of authorization to commence planning, the Contractor shall meet with the City for the purpose of determining the nature of the Project. The Contractor shall inquire in writing as to the information he believes the City may have in its possession that is necessary for the Contractor's performance. The City shall provide the information within its possession that it can make available to the Contractor. The City shall designate a representative to act as the contact person on behalf of the City.
- 4.02 The Contractor shall determine the City's needs with regard to the Project, including, but not limited to, tests, analyses, reports, site evaluations, needs surveys, comparisons with other municipal Projects, review of budgetary constraints and other preliminary investigations necessary for the Project. Contractor shall verify the observable existing conditions of the Project and verify any existing as-build drawings. Contractor shall confirm that the Project can be designed and constructed within the time limits outlined in this Contract. Contractor shall prepare a detailed design phase schedule which includes all review and approval periods during the schematic design, design development and construction document phases. Contractor shall confirm that the Project can be designed and constructed for the dollar amount of the project budget, if applicable.
- 4.03 The Contractor shall prepare a conceptual design that shall include schematic layouts, surveys, sketches and exhibits demonstrating the considerations involved in the Project. The conceptual design shall contemplate compliance with all applicable laws, statutes, ordinances, codes and regulations. Upon the City's request, the Contractor shall meet with City staff and the City Council to make a presentation of his report.

ARTICLE V
Preliminary Design

- 5.01 The City shall direct the Contractor to commence work on the Project design by sending to the Contractor a "letter of authorization" to begin work on the preliminary Project design pursuant to this Contract. Upon receipt of the Letter of Authorization to commence preliminary Project design, the Contractor shall meet with the City for the purpose of determining the extent of any revisions to the Conceptual Design.
- 5.02 The Contractor shall prepare the preliminary design of the Project, including, but not limited to, the preliminary drawings and specifications and other documents to fix and describe the size and character of the Project as to architectural, structural, mechanical and electrical systems, materials and such other elements as may be appropriate. The Contractor shall submit to the City a detailed estimate of the construction costs of the Project, based on current area, volume, or other unit costs. This estimate shall also indicate both the cost of each category of work involved in constructing the Project and the time required for construction of the Project from commencement to final completion.

- 5.03 Upon completion of the preliminary design of the Project, the Contractor shall so notify the City. Upon request the Contractor shall meet with the City staff and City Council to make a presentation of his preliminary design of the Project. The Contractor shall provide an explanation of the preliminary design and cost estimate and shall verify that, to the best of Contractor's belief, the Project requirements and construction can be completed within the project budget and schedule.

ARTICLE VI

Final Design

- 6.01 The City shall direct the Contractor to commence work on the final design of the Project by sending to the Contractor a "letter of authorization" to begin work on the final design phase of the Project. Upon receipt of the Letter of Authorization to proceed with final design of the Project, the Contractor shall immediately prepare the final design, including, but not limited to, the bid documents, contract, drawings, and specifications, to fix and describe the size and character of the Project as to structural, mechanical, and electrical systems, materials, and such other elements as may be appropriate. The final design of the Project shall comply with all applicable laws, statutes, ordinances, codes, and regulations.
- 6.02 Notwithstanding the City's approval of the final design, the Contractor warrants that the final design will be sufficient and adequate to fulfill the purposes of the Project.
- 6.03 **The Contractor shall prepare and separately seal the special provisions, the technical specifications, and bid proposal form(s) in conformance with the City's current pre-approved, "Standard Form of Construction Agreement" for the construction contract between the City and the contractor. The Contractor hereby agrees that no changes, modifications, supplementations, alterations, or deletions will be made to the City's standard form without the prior written approval of the City.**
- 6.04 The Contractor shall provide the City with complete contract documents sufficient to be advertised for bids by the City. The contract documents shall include the design and specifications and other changes that are required to fulfill the purpose of the Project. Upon completion of the final design of the Project, with the submission of the complete contract documents, and upon request of the City, the Contractor shall meet with City Staff and the City Council to present the final design of the Project. The Contractor shall provide an explanation of the final design and cost estimate.

ARTICLE VII
Bid Preparations & Evaluation

- 7.01 The Contractor shall assist the City in advertising for and obtaining bids or negotiating proposals for the construction of the Project. Upon request, the Contractor shall meet with City Staff and the City Council to present, and make recommendations on, the bids submitted for the construction of the Project.
- 7.02 The Contractor shall review the construction contractors' bids, including subcontractors, suppliers, and other persons required for completion of the Project. The Contractor shall evaluate each bid and provide these evaluations to the City along with a recommendation on each bid. If the lowest bid for the construction of the Project exceeds the final cost estimate set forth in the final design of the Project, then the Contractor, at his sole cost and expense, shall revise the construction documents so that the total construction costs of the Project will not exceed the final cost estimate contained in the final design of the Project.
- 7.03 Where substitutions are requested by a construction contractor, the Contractor shall review the substitution requested and approve or disapprove such substitutions.

ARTICLE VIII
Construction

- 8.01 The Contractor shall be a representative of, and shall advise and consult with, the City (1) during construction, and (2) at the City's direction from time to time during the correction, or warranty, period described in the construction contract. The Contractor shall have authority to act on behalf of the City only to the extent provided in this Agreement unless modified by written instrument.
- 8.02 The Contractor shall make visits to the site, with a frequency appropriate to the scope of the Project, to inspect the progress and quality of the executed work of the construction contractor and his subcontractors and to determine if such work is proceeding in accordance with the contract documents. Contractor shall periodically review the as-built drawings for accuracy and completeness, and shall report his findings to the City.
- 8.03 The Contractor shall keep the City informed of the progress and quality of the work. The Contractor shall exercise the utmost care and diligence in discovering and promptly reporting to the City any defects or deficiencies in such work and shall disapprove or reject any work failing to conform with the contract documents.
- 8.04 The Contractor shall review and approve shop drawings and samples, the results of tests and inspections, and other data that each construction contractor or subcontractor is required to provide. The Contractor's review and approval shall include a determination of whether the work complies with all applicable laws, statutes, ordinances and codes and

a determination of whether the work, when completed, will be in compliance with the requirements of the contract documents.

- 8.05 The Contractor shall determine the acceptability of substitute materials and equipment that may be proposed by construction contractors or subcontractors. The Contractor shall also receive and review maintenance and operating instruction manuals, schedules, guarantees, and certificates of inspection, which are to be assembled by the construction contractor in accordance with the contract documents.
- 8.06 The Contractor shall issue all instructions of the City to the construction contractor as well as interpretations and clarifications of the contract documents pertaining to the performance of the work. Contractor shall interpret the contract documents and judge the performance thereunder by the contractor constructing the Project, and Contractor shall, within a reasonable time, render such interpretations and clarifications as it may deem necessary for the proper execution and progress of the Work. Contractor shall receive no additional compensation for providing clarification of the Drawings and Specifications.
- 8.07 The Contractor shall review the amounts owing to the construction contractor and recommend to the City, in writing, payments to the construction contractor of such amounts. The Contractor's recommendation of payment, being based upon the Contractor's on-site inspections and his experience and qualifications as a design professional, shall constitute a recommendation by the Contractor to the City that the quality of such work is in accordance with the contract documents and that the work has progressed to the point reflected in Contractor's recommendation for payment.
- 8.08 Upon notification from the construction contractor that the Project is substantially complete, the Contractor shall conduct an inspection of the site to determine if the Project is substantially complete. The Contractor shall prepare a checklist of items that shall be completed prior to final acceptance. Upon notification by the construction contractor that the checklist items designated by the Contractor for completion have been completed, the Contractor shall inspect the Project to verify final completion.
- 8.09 The Contractor shall not be responsible for the work of the construction contractor or any of his subcontractors, except that the Contractor shall be responsible for the construction contractor's schedules or failure to carry out the work in accordance with the contract documents if such failures result from the Contractor's negligent acts or omissions. This provision shall not alter the Contractor's duties to the City arising from the performance of the Contractor's obligations under this Contract.
- 8.10 The Contractor shall conduct at least one on-site inspection during the warranty period and shall report to the City as to the continued acceptability of the work.
- 8.11 The Contractor shall not execute change orders on behalf of the City or otherwise alter the financial scope of the Project without an advance, written authorization from the City.

- 8.12 The Contractor shall perform all of its duties under this Article VIII so as to not cause any delay in the progress of construction of the Project.
- 8.13 The Contractor shall assist the construction contractor and City in obtaining an Occupancy Permit by accompanying governing officials during inspections of the Project if requested to do so by the City.

ARTICLE IX
Change Orders & Documents & Materials

- 9.01 No changes shall be made, nor will invoices for changes, alterations, modifications, deviations, or extra work or services be recognized or paid except upon the prior written order from authorized personnel of the City. The Contractor shall not execute change orders on behalf of the City or otherwise alter the financial scope of the Project.
- 9.02 Written change orders may be approved by the City Manager or his delegate provided that the change order does not increase the amount set forth in paragraph 2 of this Contract by more than **five percent (5%)**. Changes in excess of this amount must be approved by the City Council prior to commencement of the services or work. **Any request by the Contractor for an increase in the Scope of Services and an increase in the amount listed in paragraph two of this Contract shall be made and approved by the City prior to the Contractor providing such services or the right to payment for such additional services shall be waived.** If there is a dispute between the Contractor and the City respecting any service provided or to be provided hereunder by the Contractor, including a dispute as to whether such service is additional to the Scope of Services included in this Contract, the Contractor agrees to continue providing on a timely basis all services to be provided by the Contractor hereunder, including any service as to which there is a dispute.
- 9.03 The Contractor shall furnish the City two (2) sets of plans and specifications. It is hereby agreed that additional copies shall be provided to the City at the City's expense. The Contractor shall provide the City one (1____) set of reproducible, mylar-record drawings that clearly show all the changes made during the construction process, based upon the marked-up prints, drawings, and other data furnished by the construction contractor to the Contractor. The Contractor shall provide copies of documents, computer files if available, surveys, notes, and tracings used or prepared by the Contractor. The foregoing documentation, the Contractor's work product, and other information in the Contractor's possession concerning the Project shall be the property of the City from the time of preparation. The Contractor shall also furnish one set of digital files representing the final as-built mylars.

ARTICLE X
Warranty, Indemnification, & Release

- 10.01 As an experienced and qualified design professional, the Contractor warrants that the information provided by the Contractor reflects high professional and industry standards, procedures, and performances. The Contractor warrants the design preparation of drawings, the designation or selection of materials and equipment, the selection and supervision of personnel, and the performance of other services under this Contract, pursuant to a high standard of performance in the profession. The Contractor warrants that the Contractor will exercise diligence and due care and perform in a good and workmanlike manner all of the services pursuant to this Contract. Approval of the City shall not constitute, or be deemed, a release of the responsibility and liability of the Contractor, its employees, agents, or associates for the exercise of skill and diligence to promote the accuracy and competency of their designs, information, plans, specifications or any other document, nor shall the City's approval be deemed to be the assumption of responsibility by the City for any defect or error in the aforesaid documents prepared by the Contractor, its employees, associates, agents, or subcontractors.
- 10.02 The Contractor shall promptly correct any defective designs or specifications furnished by the Contractor at no cost to the City. The City's approval, acceptance, use of, or payment for, all or any part of the Contractor's services hereunder or of the Project itself shall in no way alter the Contractor's obligations or the City's rights hereunder.
- 10.03 In all activities or services performed hereunder, the Contractor is an independent contractor and not an agent or employee of the City. The Contractor and its employees are not the agents, servants, or employees of the City. As an independent contractor, the Contractor shall be responsible for the professional services and the final work product contemplated under this Contract. Except for materials furnished by the City, the Contractor shall supply all materials, equipment, and labor required for the professional services to be provided under this Contract. The Contractor shall have ultimate control over the execution of the professional services. The Contractor shall have the sole obligation to employ, direct, control, supervise, manage, discharge, and compensate all of its employees or subcontractors, and the City shall have no control of or supervision over the employees of the Contractor or any of the Contractor's subcontractors.
- 10.04 The Contractor must at all times exercise reasonable precautions on behalf of, and be solely responsible for, the safety of its officers, employees, agents, subcontractors, licensees, and other persons, as well as their personal property, while in the vicinity of the Project or any of the work being done on or for the Project. It is expressly understood and agreed that the City shall not be liable or responsible for the negligence of the Contractor, its officers, employees, agents, subcontractors, invitees, licensees, and other persons.
- 10.05 **Indemnity. The Contractor agrees to indemnify, defend, and hold harmless the City, its officers, employees, and agents (separately and collectively referred to in**

this paragraph as “Indemnitee”), from and against any and all claims, losses, damages, causes of action, suits, judgments, settlements made by Indemnitee, and liability of every kind, including all expenses of litigation, court costs, attorney's fees, and other reasonable costs for damage to or loss of use of any property, for injuries to, or sickness or death of any person, including but not limited to Contractor, any of its subcontractors of any tier, or of any employee or invitee of Contractor or of any such subcontractors, that is caused by, arises out of, related to, or in connection with, the negligence of and/or negligent performance of this Contract by Contractor or by any such subcontractors of any tier, under this Contract.

10.06 It is agreed with respect to any legal limitations now or hereafter in effect and affecting the validity or enforceability of the indemnification obligation under Paragraph 10.05, such legal limitations are made a part of the indemnification obligation and shall operate to amend the indemnification obligation to the minimum extent necessary to bring the provision into conformity with the requirements of such limitations, and as so modified, the indemnification obligation shall continue in full force and effect.

10.07 Release. The Contractor releases, relinquishes, and discharges the City, its officers, agents, and employees from all claims, demands, and causes of action of every kind and character, including the cost of defense thereof, for any injury to, sickness or death of the Contractor or its employees and any loss of or damage to any property of the Contractor or its employees that is caused by or alleged to be caused by, arises out of, or is in connection with the Contractor's work to be performed hereunder. Both the City and the Contractor expressly intend that this release shall apply regardless of whether said claims, demands, and causes of action are covered, in whole or in part, by insurance and in the event of injury, sickness, death, loss, or damage suffered by the Contractor or its employees, but not otherwise, this release shall apply regardless of whether such loss, damage, injury, or death was caused in whole or in part by the City, any other party released hereunder, the Contractor, or any third party.

ARTICLE XI

Insurance

11.01 The Contractor shall procure and maintain at its sole cost and expense for the duration of this Agreement insurance against claims for injuries to persons or damages to property that may arise from or in connection with the performance of the work hereunder by the Contractor, its agents, representatives, volunteers, employees or subcontractors. The policies, limits and endorsements required are as set forth on Exhibit C.

ARTICLE XII
Use of Drawings, Specifications and Other Documents

- 12.01 The Drawings, Specifications and other documents prepared by the Contractor and Contractor's consultants for this Project shall become the property of the City whether the Project is completed or not. The City shall be furnished and permitted to retain reproducible copies and electronic versions of Contractor's Drawings, Specifications and other documents.
- 12.02 The documents prepared by Contractor may be used as a prototype for other facilities by the City. The City may elect to use the Contractor to perform the site adaptation and other architectural services involved in reuse of the prototype. If so, the Contractor is obligated to perform the work for an additional compensation that will fairly compensate the Contractor and its consultants only for the additional work involved. It is reasonable to expect that the fair additional compensation will be significantly less than the fee provided for under this Contract. If the City elects to employ a different architect to perform the site adaptation and other architectural services involved in reuse of the prototype, that architect will be entitled to use Contractor's consultants on the same basis that Contractor would have been entitled to use them for the work on the reuse of the prototype, and such architect will be entitled, to the extent allowed by law, to duplicate the design and review and refer to the construction documents, approved shop drawings and calculations, and change order drawings in performing its work. The Contractor will not be responsible for errors and omissions of a subsequent architect. The Contractor shall commit its consultants to the terms of this subparagraph.
- 12.03 In the event of termination of this Agreement for any reason, the City shall receive all original documents prepared to the date of termination and shall have the right to use those documents and any reproductions in any way necessary to complete the Project.
- 12.04 Only the details of the drawings relating to this Project may be used by the Contractor on other projects, but they shall not be used as a whole without written authorization by the City. The City furnished forms, conditions, and other written documents shall not be used on other projects by the Contractor.

ARTICLE XIII
Termination

- 13.01 The City may terminate this Contract at any time upon **thirty (30)** calendar days written notice. Upon the Contractor's receipt of such notice, the Contractor shall cease work immediately. The Contractor shall be compensated for the services satisfactorily performed prior to the termination date.
- 13.02 If, through any cause, the Contractor fails to fulfill its obligations under this Contract, or if the Contractor violates any of the agreements of this Contract, the City has the right to

terminate this Contract by giving the Contractor **five (5)** calendar days written notice to the Contractor. The Contractor will be compensated for the services satisfactorily performed before the termination date.

- 13.03 No term or provision of this Contract shall be construed to relieve the Contractor of liability to the City for damages sustained by the City because of any breach of contract and/or negligence by the Contractor. The City may withhold payments to the Contractor for the purpose of setoff until the exact amount of damages due the City from the Contractor is determined and paid.

ARTICLE XIV Miscellaneous Terms

- 14.01 This Contract has been made under and shall be governed by the laws of the State of Texas. The parties agree that performance and all matters related thereto shall be in Brazos County, Texas.

- 14.02 Notices shall be mailed to the addresses designated herein or as may be designated in writing by the parties from time to time and shall be deemed received when sent postage prepaid U.S. Mail to the following addresses:

City of College Station
Attn: Jim Smith, BVSWMA Executive Director
P.O. Box 9960
College Station, Texas 77842

Contractor:
CSC Engineering & Environmental Consultants, Inc.
Attn: W. R. Cullen, P.E.
3407 Tabor Road
Bryan, Texas 77808

- 14.03 No waiver by either party hereto of any term or condition of this Contract shall be deemed or construed to be a waiver of any other term or condition or subsequent waiver of the same term or condition.
- 14.04 This Contract represents the entire and integrated agreement between the City and the Contractor and supersedes all prior negotiations, representations, or agreements, either written or oral. This Contract may only be amended by written instrument approved and executed by the parties.
- 14.05 This Contract and all rights and obligations contained herein may not be assigned by the Contractor without the prior written approval of the City.

- 14.06 If any provision of this Contract shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court of competent jurisdiction finds that any provision of this Contract is invalid or unenforceable, but that by limiting such provision it may become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.
- 14.07 The Contractor, its agents, employees, and subcontractors must comply with all applicable federal and state laws, the charter and ordinances of the City of College Station, and with all applicable rules and regulations promulgated by local, state, and national boards, bureaus, and agencies. The Contractor must obtain all necessary permits and licenses required in completing the work and providing the services required by this Contract.
- 14.08 The parties acknowledge that they have read, understood, and intend to be bound by the terms and conditions of this Contract.
- 14.09 This Contract will be effective when signed by the last party whose signing makes the Contract fully executed.
- 14.10 **Notice of Indemnification. City and Contractor hereby acknowledge and agree that this Contract contains certain indemnification obligations and covenants.**

[CONTRACTOR]

CITY OF COLLEGE STATION

By: WR Cullen
 Printed Name: WR COLLEN
 Title: PRESIDENT
 Date: MARCH 13, 2003

By: _____
 _____, Mayor
 Date: _____

ATTEST:

 _____, City Secretary
 Date: _____

APPROVED:

 _____, City Manager
 Date: _____

 City Attorney
 Date: _____

_____, Director of Fiscal Services
Date: _____

Exhibit "A"
Scope of Services

Phase 1 – Landfill Closure

This phase of the proposal by CSC Engineering & Environmental Consultants, Inc. and HDR Engineering, Inc. (Engineer) to the Brazos Valley Solid Waste Management Agency (BVSWMA) is to provide professional engineering services for a master plan, and construction plans and specifications for the closure of the entire Rock Prairie Road Landfill, which is located in College Station, Texas.

Closure designs have already been prepared for two isolated portions of the landfill, including approximately eight acres on the north side of the site, and approximately five acres on the south side of the site. These closure designs included drawings, but not specifications since it was the intention at that time that both areas would be closed using BVSWMA and City of College Station forces. Both areas are in pre-Subtitle D portions of the landfill. This scope of services does not duplicate the design already accomplished for these two areas.

Under the terms of a separate agreement, Engineer is preparing an alternate final cover demonstration and a request for the Texas Commission for Environmental Quality (TCEQ) approval of an alternate final cover cross-section that does not require the use of any flexible membrane liner in the cover system, at all. This Scope of Services and associated estimate of fee is based on the assumption that the request for alternate final cover will be approved by TCEQ. In the event that approval is not obtained, Engineer requests an opportunity to revise this Scope of Services and associated fee, as necessary.

The objective of this project is to provide a practical sequence of closure operations for the entire facility, beginning with the approximately 70 acres of the original disposal area, and concluding with the approximately 30 acres of the current expansion area. Engineer will provide to BVSWMA an integrated design for a sequenced closure of the entire landfill, including a cover-soil management plan. This Scope of Services includes not only construction plans, but also complete specifications for construction, in anticipation that some or all of the facility will be closed using outside, contract forces.

Engineer will integrate closure sequencing and design with the master plan for an active landfill gas removal system, described elsewhere in this Scope of Services. In addition, Engineer will be mindful of plans to develop the adjacent tract of land, known as the Freeman tract, for recreational purposes by the City of College Station Parks and Recreation Department. However, design coordination will be limited to the extent that the Parks and Recreation Department has not completed a master plan for the use of the property.

Tasks

Engineer proposes to implement the project by providing the following professional services for BVSWMA in connection with the project.

Task A: Closure Master Plan

The closure management plan will be a comprehensive plan addressing sequence of closure and cover soil management, with consideration for landfill gas system development requirements.

Engineer will provide a draft and final report as listed in the deliverables of this section. Drawings anticipated to be included in that report include the following.

1. Existing Conditions
2. Currently permitted final contours
3. Sequence of Closure and Drainage System Development
4. Soil Management Plan

Deliverables for this phase of the project will include the following submittals.

1. Rock Prairie Road Landfill – Master Plan for Closure Sequencing (Draft for Client Review)
2. Rock Prairie Road Landfill – Master Plan for Closure Sequencing (Final)

Closure will begin with the original 70 acres of the landfill permit, Number 1444, as reflected in the latest permit modification for a ten-foot height increase (Number 1444C). This closure will take place while filling is taking place in the expansion area as permitted by amendment (Number 1444B).

The landfill is currently projected to have a soil deficit. It is not known at this time where the additional soils will be obtained. However, for purposes of this project, Engineer will assume that imported soils will be stockpiled somewhere on the Freeman tract, which is owned by the City of College Station.

Active gas removal will begin in the vicinity of Gas Probe G-12, and will be expanded throughout the entire landfill at some time in the future.

Engineer will make one trip to BVSWMA to obtain comments on the draft report, and a second trip to present the final report.

BVSWMA will provide a digital version of the latest topographic mapping done on the site, along with survey benchmarks.

Task B: Design Drawings

The design drawings will include plans for final cover system in accordance with TCEQ guidelines and the approved Closure Plan.

Engineer will provide a specification for survey and any topographic mapping that may be required prior to initiation of closure design.

Engineer will prepare plans for the final cover system. The drawings will include existing grades based on current survey and final grades as depicted in the permit documents, amendments, and modifications. Engineer will incorporate existing design drawings for the two areas previously mentioned. Engineer will coordinate with a surveyor to identify the horizontal limits and height along the alignment of the constructed clay barrier wall, to the extent that this has not been accomplished in the past for previously designed closure areas. Limits of work and final cover system terminations will be detailed on the plans. The final cover system plans will be incorporated into the project design documents. Draft drawings will be prepared for review prior to issuing the final version of the drawings.

Plans for the final cover system, including the following sheets.

1. Cover Sheet
2. Site Layout and Erosion Controls
3. Cross-Section Details
4. Flood Control Levee Details
5. Stormwater Drainage Details

Engineer will provide one reproducible set of drawings and one electronic file of drawings to BVSWMA. BVSWMA will provide drawings to prospective bidders. It is assumed that the entire landfill area will be closed using a uniform cover cross-section. The cover system will either be keyed into the constructed clay barrier wall in pre-Subtitle D areas, or tied to the synthetic liner system at the top of the excavation in Subtitle D areas.

Engineer will travel to BVSWMA to tour the site prior to design, discuss closure design issues with BVSWMA staff, and obtain survey data. Engineer will travel to BVSWMA a second time to receive comments on the draft drawings, and a third time to present the final drawings. These three trips will be incorporated with the three trips outlined in Task 3, Construction Specifications.

It is assumed that the survey of the constructed clay barrier wall, the current toe of slope, and the most recent topographic map of the entire landfill will be provided by BVSWMA. Any new survey required to obtain this information will be under direct contract to BVSWMA. BVSWMA will uncover and stake the toe of slope and the barrier wall around the perimeter of the landfill where the wall exists, and no closure design has been done. BVSWMA will also stake the top of the slope of the landfill to support survey, as necessary.

Task C: Design Specifications and Bid Documents

Design specifications and bid documents will be incorporated with the standard construction contract of the City of College Station.

Engineer will prepare technical specifications as required for the placement of final cover material, compaction, testing, and establishment of vegetation for the entire landfill.

1. Technical Specifications including general conditions and special conditions
2. Bid Tabulation Form

It is assumed that no flexible membrane will be incorporated in the final cover design in any location on the landfill. It is also assumed that BVSWMA forces will regrade waste if required to establish the appropriate final waste surface, prior to cover placement.

Three trips to BVSWMA are anticipated to collect information, receive BVSWMA comments, and present the final documents. These three trips will be coordinated with the three trips described in Task 2.

The City of College Station will provide one copy of their most current standard contract for construction services.

Engineer will provide one reproducible set and one electronic file of specifications to BVSWMA. BVSWMA will provide specifications to prospective bidders.

Task D: Construction Phase Services

Engineer will support BVSWMA during bid administration and construction phase services.

Engineer may provide bid administration and construction phase services beginning with the advertisement for bids, including distribution of plans and specifications, maintaining bidders list, issuing addenda if necessary, addressing bidders' requests for information, pre-bid conference, verifying bidder qualifications, pre-construction conference, construction observation, periodic meetings during construction, cover material survey and testing, as-built documentation, reporting to TCEQ, pay request review, and final inspection.

Deliverables will be determined upon finalizing Scope of Services for this Task.

BVSWMA will identify any or all aspects of construction phase services that may be required, including but not necessarily limited to those listed in Engineer Activities, above.

Meetings and Travel will be determined upon finalizing Scope of Services for this Task.

Information and Services provided by others will be determined upon finalizing Scope of Services for this Task.

Task E: Construction Quality Assurance

CSC will provide oversight and documentation of all activities associated with the closure of the 100-acre site. CSC will be represented by the POR (Rick Conlin, P.E.), the Geotechnical Professional ([GP] Bill Cullen, P.E.), and the CQA Monitor (Philip Cadarette). These activities will be performed in accordance with the Final Cover System Quality Control Plan (FCSQCP) and will include evaluation of subgrade preparation and construction of the infiltration and the erosion layers. CQA responsibilities will be performed by the GP and/or CQA Monitor, one of which will be present 100% of the time during the construction of the infiltration layer.

Costs for these activities have not been included as part of this submittal and will be dependent on final approved design plans, closure sequencing, BVSWMA decision to use in-house forces or independent contractors, etc. As a result, costs associated with CQA services will be addressed once final design plans have been completed and approved by TCEQ.

Cost Estimate

Engineer will invoice BVSWMA \$118,000 for Professional Services described in this Proposal on a Time and Material basis upon the completion of Tasks A, B, and C described in the Proposal. Fee for construction phase services will be provided at the request of BVSWMA if required. The total fee for this Scope of Services will not be exceeded without written approval by BVSWMA.

Engineer proposes to provide the professional engineering services outlined in this Scope of Services under the terms and conditions in the attached agreement.

Project Schedule

The project will commence immediately upon receipt of Notice to Proceed from BVSWMA. We anticipate that the Master Plan and the previously discussed Design tasks will require approximately four months.

Phase 2 – Landfill Gas System Design

Engineer has been requested to prepare a sole source proposal to design a landfill gas system for the entire Rock Prairie Road Landfill. Three phases will be developed to address the issues described above through a coordinated Master Plan. The Scope of Work outlined below was developed based on conversations with BVSWMA.

The scope of work includes:

- Preparation of a Master Plan for the coordinated closure and landfill gas system installation for the entire landfill
- Preparation of a Phase I Design – including one or more wells, flare station, and gas collection header
- Preparation of a Phase II Design – including wells, expanded header system and condensate management system for the original, 70-acre portion of the landfill area
- Preparation of future gas system design (Phase III) including the Fill Sectors 17, 18, and 19 areas (approximately 30 acres) as the landfill is completed

TASKS

This scope of work has been divided into tasks based on the items described above. The ultimate intent of the system design is for landfill gas emission, migration, and odor control, developed in such a manner to be easy to operate and allow flexibility for leachate and condensate recirculation.

TASK A: LANDFILL GAS SYSTEM MASTER PLAN

The landfill gas system Master Plan will be developed to incorporate the goals of each phase. It will be developed to a conceptual level that will enable the determination of specifications for the flare station with capacity for ultimate facility build out and determine well, header, and condensate management system components, alignment, and size for each phase. Additionally, leachate and gas condensate recirculation is essential to cost-effective landfill operations. Engineer will consider recirculation elements that can be incorporated into the gas system design in the portions of the landfill where a “Subtitle D” liner has been installed. For example, if horizontal gas wells are included in the Master Plan, an additional injection line can be placed in the same trench below the gas well for recirculation purposes.

While often overlooked during the design phase, O&M costs typically dominate the life-cycle cost of any gas system over its 30-plus year life. Engineer’s extensive operating experience has taught our designers many time- and cost-saving techniques. In the past, most landfill gas specified headers with minimum design slopes of 2 to 3 percent. However, time has shown that landfill settlement can significantly impact the flow of condensate. Based on our experience, the most common reason to dig up a header and repair it (costly if under a landfill cap) is because the header has settled and caused a condensate blockage. As a result, Engineer recommends a minimum of 5 percent for slopes on headers and we prefer to make them as steep as practical.

Engineer's designers recently began incorporating the use of multiple wellhead monitoring stations. This concept consists of locating wellheads for several individual wells at a few aggregate locations. Small diameter laterals extend from the wellheads to individual wells in a spider-like fashion. The time and effort to monitor these systems is dramatically reduced – sometimes as much as one-half – because the operator reduces driving and multiple equipment set ups associated with individual wellheads located hundreds of feet apart. Additionally, overall construction costs may be reduced because less length of large size (i.e., expensive) header is required to connect these wellhead stations to the system.

Several portions of the landfill already have design plans and specifications prepared, but have not been closed. Portions of the original site will receive approximately ten feet of additional waste before closure can begin. A coordinated sequencing plan addressing waste placement, final cover placement, and gas system installation will be developed for the entire site. The first activity on the site is expected to be a flare to control emissions in the vicinity of the landfill gas probe G-12.

The following presents the specific tasks to be conducted by Engineer as part of Task A.

Task A-1. Pre-Design Kickoff Meeting: Engineer will review existing site information (already in our possession) and attend a pre-design kickoff meeting to discuss project approach – phasing plan and phase goals – and system components. Other items to be covered in this meeting include:

- Closure sequencing and schedule
- Location of underground utilities and structures
- Condensate disposal options
- Location and aesthetics of flare station
- Desired level of automation at flare station
- Location of power source for flare station and blowers
- Above grade or below grade collection system
- Location and type of wellheads
- Types of wells (horizontal/vertical)
- Leachate and condensate recirculation inclusion

The results of this meeting will define subsequent steps of our design efforts.

Task A-2. Flare Station Performance Specifications: Engineer will develop the necessary specifications to develop a complete flare station with capacity for the entire landfill site. We will develop specifications for the quick delivery of a skid mounted flare station that can be assembled with minimal effort at the site.

We anticipate the specifications and, if authorized by BVSWMA, purchase order for the flare station can be completed within two weeks after the kickoff meeting.

Task A-3. Master Plan and Preliminary Design Plan Preparation: Engineer will prepare a conceptual level Master Plan and sequencing for the ultimate build out of the landfill.

Engineer will prepare sequencing plans for site closure, construction of the gas system, anticipated schedules based on waste filling plans, and associated planning level cost estimates. The goals of the Master Plan are to develop cost-effective, long-term gas emission and migration control, and system flexibility for leachate and gas condensate recirculation and ease of operations.

Upon incorporation of comments, Engineer will prepare completed drawings for BVSWMA's future use. Anticipated drawings to be included in this deliverable include:

- A cover sheet
- A plan view of the overall system layout with closure and gas system development phases delineated
- Plan views of the well locations in phases
- Plan views of the header alignment in phases
- General details for gas collection wells, headers, and the condensate management system

We have assumed that one draft Master Plan and preliminary design documents will be provided to BVSWMA for review and approval.

The preliminary design plan will be provided on a single, full-size drawing and will define well locations, header alignment/size, condensate management features, and flare station location. This Master Plan and preliminary design plan will be developed within four weeks of the kickoff meeting and will be provided to BVSWMA for approval prior to initiating subsequent detailed design.

TASK B: REMEDIAL DESIGN NEAR GAS PROBE G-12

Engineer will prepare a Phase I Design with a level of detail appropriate for construction purposes. The components of this system to be included are assumed to be main header piping from the flare station to the landfill and one or more gas extraction wells to be installed in the vicinity of G-12, with connection details. This design element will be provided to BVSWMA within six weeks of the kickoff meeting.

TASK C: PHASE II DESIGN

Engineer will prepare a Phase II Design for the original 70-acre area with a level of detail adequate for construction purposes. It will include necessary condensate management system components, and other features necessary to create a functioning active landfill gas extraction system. As stated previously, the intent of this system phase is to provide interim control of gas to reduce the migration of landfill gas without generating significant odors.

We have assumed that one set of draft (approximately 60%) design documents will be provided to BVSWMA for review and approval. Upon incorporation of comments, Engineer will prepare final drawings, including specifications, for BVSWMA's construction bidding purposes. Anticipated drawings to be included in this design package include:

- A cover sheet
- The plan view of the system layout
- Details for gas collection wells and connections, the headers for gas collection wells, and the condensate management equipment
- Specifications/construction notes incorporated on the drawings

We anticipate the Phase II design drawings can be completed within ten weeks of the kickoff meeting.

TASK D: PHASE III DESIGN

Engineer will prepare a Phase III Design for the fill sector 17, 18, and 19 expansion area, with a level of detail adequate for construction purposes. The components of this phase of the system are assumed to be:

main header piping from termination of Phase II header to filled sections of the landfill, lateral piping to wells, well locations, depths, and details within the currently filled sections of the landfill, wellhead connection details, necessary condensate management system components, and other features necessary to create a functioning active landfill gas extraction system. The goal of the Phase III design is to install a sufficient system to control gas migration, gas surface emissions, and odor resulting from landfill gas. Concurrently, leachate re-injection components will be incorporated into this design.

We have assumed that one set of draft (approximately 60%) design documents will be provided to BSWMA for review and approval. Upon incorporation of comments, Engineer will prepare final drawings, including specifications, for BSWMA's construction bidding purposes. Anticipated drawings to be included in this design package include:

- A cover sheet
- A plan view of the overall system layout
- A plan view of the well locations
- Plan views of the header alignment
- Details for gas collection wells and connections, the headers for gas collection wells, and the condensate management equipment
- Specifications/construction notes incorporated on the drawings

We anticipate the Phase III design drawings can be completed within four weeks of the completion of the Phase II Design.

Task E: TCEQ Permit Modification

Based on the preliminary design plan, Engineer will prepare a Class 1 Permit Modification for a landfill gas system for submittal to the TCEQ. The submittal will include documentation of existing site conditions, future site development including operational sequencing and gas collection and control system development, compliance with Emission Guideline (EG) Regulations, and design plans and specifications as required. Permit drawings will include system layout plans, and well, lateral, header, and condensate system details.

Task F: Related Air Permitting

After design, installation, and performance monitoring of the landfill gas control system in Phase 2, Engineer will determine whether any additional air-related permitting will be required. Examples of such permitting include Title V Permitting, Standard Air Permitting, and Permitting by Rule. The scope and fee associated with this task will be determined at a later date, and considered Additional Services under the terms of this agreement.

COST ESTIMATE

Engineer will furnish all labor, equipment, and materials to accomplish the scope of work described herein based on a time and material basis not to exceed **\$149,000** without prior authorization. The total fee for this project as defined in this Scope of Services will not be exceeded without written approval by BSWMA. Estimated fees by task and subtask are provided for informational purposes, to illustrate anticipated level of effort.

Task Description	Estimated Fee
Task A: Master Plan	\$ 29,000
Task B: Phase I Design	\$ 21,000
Task C: Phase II Design	\$ 48,500
Task D: Phase III Design	\$ 26,000
Task E: TCEQ Permit Modification	\$ 24,500
Total	\$ 149,000

The costs are based on the following information and assumptions regarding the site conditions, expected supplies, and time required to complete the scope of work:

- BVSWMA will provide copies of requested background information.
- No unusual subsurface conditions exist at the site.
- Depths of waste will be assumed to be no shallower than those indicated on previous permit documentation or as-built documentation provided by BVSWMA.
- We have assumed that no surveying will be required.

We will monitor our effort and report the labor and expense charges incurred against this budget no less than monthly. We will only expend efforts under this task as authorized by BVSWMA and track costs in our monthly reporting.

PROJECT SCHEDULE

The data review and field activities described herein can commence immediately upon NTP from BVSWMA. As shown below, we anticipate the design documents can be completed quickly and concurrently, as further defined above under each phase.

Task Description	Scheduled Completion Time*
TASK A: Master Plan	
Task A-1 Pre-Design Kickoff Meeting	Immediately
Task A-2 Flare Station Performance Specifications	Within 3 weeks
Task A-3 Master Plan	Within 4 weeks
Task B: Phase I Design	Within 6 weeks
Task C: Phase II Design	Within 10 weeks
Task D: Phase III Design	Within 14 weeks
Task E: TCEQ Permit Modification	Within 6 weeks
Task F: Related Air Permitting	To be determined

* All scheduled times begin after the pre-design kickoff meeting, note that tasks are occurring concurrently.

To achieve the schedule shown herein, we have assumed timely reviews of draft work products by BVSWMA.

Exhibit "B"

Payment Terms

SELECT ONE:

Compensation is based on *actual* hours of work/time devoted to providing the described professional services. The Contractor will be paid at a rate of \$ _____ per hour, or at the rates per service or employee shown below. The City will reimburse the Contractor for *actual*, non-salary expenses at the rate of _____ percent (____%) above the Contractor's actual costs, or at the rates set forth below. Unless amended by a duly authorized written change order, the total payment for all invoices on this job, including both salary and non-salary expenses, shall not exceed the amount set forth in paragraph 2.01 of this Contract (\$ _____).

The Contractor must submit *monthly* invoices to the City, accompanied by an explanation of charges, professional fees, services, and expenses. The City will pay such invoices according to its normal payment procedures.

-OR-

Payment is a fixed fee in the amount listed in paragraph 2.01 of this Contract. This amount shall be payable by the City pursuant to the schedule listed below and upon completion of the services and written acceptance by the City.

Schedule of Payment for each phase:

EXHIBIT "C"

Insurance Requirements

Exhibit "D"

Certificate(s) of Insurance