

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 HDR Engineering, 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 hereinbelow, 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: To provide permitting, mitigation planning and engineering design services for Stage I construction of the SH 30 Landfill Project (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 **ONE MILLION SIX HUNDRED AND SIXTY TWO THOUSAND DOLLARS (\$1,662,000.00)**.

**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: 120 calendar days after the authorization to commence planning

Preliminary Project Design: 240 calendar days after authorization to commence PPD

Final Design: 300 calendar days after authorization to commence final design

Note: Environmental Permitting and Monitoring is ongoing and is anticipated to last a minimum of five years.

- 3.02 All design work and other professional services provided under this Contract must be completed by the following date: October 27, 2010.
- 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 TWELVE MILLION DOLLARS (\$12,000,000). 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-built 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 five (5) 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 two (2) sets 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:
- | | |
|--|---|
| <p>City of College Station:
Attn: Pete Caler
P.O. Box 9960
College Station, Texas 77842</p> | <p>Contractor:
HDR Engineering, Inc.
Michael Oden
17111 Preston Ste 200
Dallas, Texas 75248-1232</p> |
|--|---|
- 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.

HDR Engineering, Inc.

CITY OF COLLEGE STATION

By: Glenn D. Pearson, PE
Glenn D. Pearson, P.E.
Vice President
Date: 10/20/2005

By: _____
Ron Silvia, Mayor
Date: _____

ATTEST:

Connie Hooks, City Secretary
Date: _____

APPROVED:

Glenn Brown, Interim City Manager
Date: _____

Rocanne Shemik

City Attorney
Date: _____

Jeff Kersten,
Finance & Strategic Planning Director

Exhibit “A”
Scope of Services
ENVIRONMENTAL PERMITTING AND DESIGN SERVICES

Project Objective

The following Scope of Services identifies tasks, deliverables, schedules and the responsibilities of HDR and BVSWMA related to the permitting and design of Stage I construction of the SH 30 Landfill. Our purpose is to provide those services required to advance the approved permit-level design through to the point of opening the facility for waste disposal operations.

In July 2005, a Conceptual Plan was completed by HDR for the SH 30 Landfill. This Conceptual Report provided information on the following topics.

- site improvements and infrastructure needs
- permits that must be completed prior to completing construction
- budgetary cost estimates
- time required for permitting, design and construction

The Conceptual Plan defines both the short-term and long-term goals for the site. The following Scope of Services is intended to provide permitting and design services necessary for those facilities and site improvements essential to the acceptance of waste at the site prior to the Rock Prairie Road Landfill reaching capacity (Stage I).

The Stage I Scope of Services is divided into three phases. Phase I of Stage I is development of an initial Design Basis Memorandum. The purpose of this phase is to define specific assumptions that will be used for the detailed design of the facilities. Included in Phase I is the preparation of a detailed Transition Plan for phasing operations from the Rock Prairie Road Landfill to the SH 30 Landfill.

Phase II is the preparation of documents and negotiations with various agencies to secure the remaining permits required prior to construction of the landfill. These permits include the 404 mitigation, TxDOT Driveway permit for SH 30 improvements and others. This Phase also includes the HDR portion of the management and monitoring activities associated with the Navasota Ladies’ Tresses mitigation plan. Completion of the revised SH 30 Site Operating Plans (SOP), as required by TCEQ, will be completed under this phase, as will the securing or updating of various plans and permits as discussed below.

Phase III is the Detailed Design for facilities and site improvements. For this contract, these include improvements and facilities that will be required prior to accepting waste at the SH 30 Landfill.

PHASE I – PROJECT PLANNING

Task One – Design Basis Memorandum

The Design Basis Memorandum will define the specific facilities and structures that will be designed and constructed under Stage I for this project. This memorandum will build on the Conceptual Report and will provide greater detail related to the site’s facilities, and will present specific assumptions to be used in the final design, including style and function parameters.

Based on feedback received from City representatives, HDR will develop a Design Basis Memorandum for the following facilities based on provisions contained in the permit application and in consultation with BVSWMA.

- General Arrangement Plan - location of roads, utility crossings, structures (reflecting size, type, and orientation), utilities serving landfill facilities, screening and general drainage patterns.

- Upgrades required for State Highway 30 for acceleration and deceleration lanes.
- Access Road from the highway, including general alignment, pavement type, drainage patterns, and width.
- Interior Road, compatible with those proposed in the permit application, including general alignment, surface type, drainage patterns, and width.
- Scale House Facility including location, scales, access, parking, utility requirements, conceptual floor plan, and construction type.
- Maintenance Facility including location, access, parking, utility requirements, conceptual floor plan, and materials of construction.
- De-mudding facility, refueling station, citizen drop-off facilities, or other facilities as may be requested by BVSWMA, including size, general characteristics, and locations.
- Water and Sewer Utilities including general alignment and development.
- General configuration of initial cell, including access and leachate collection arrangement.
- Initial cell excavation based on the permit application, including configuration and approximate excavation volume.
- Conceptual soil management plan for the first cell.
- Initial Landscaping Plan.
- Fencing for the perimeter of the site and along the access road for private property owners adjacent to the site.
- A bioreactor design review will be conducted as part of this task utilizing permit level drawing for the site and existing cell construction plans for Rock Prairie Road Landfill.

Task Two - Preliminary Cost Estimate

HDR will prepare a preliminary estimate of probable construction cost for the facilities identified in the Conceptual Report (scale house, scales, maintenance facility, roads, and citizen's collection station) and the construction of the first cell. This estimate of probable cost will also include the cost of other HDR and support services such as required laboratory testing, surveying and drilling that will be required during development of the facility. This will build upon and refine the preliminary estimate presented in the Conceptual Report.

An estimate of probable cost based on the conceptual facility design will be delivered to BVSWMA with the final Design Basis Memorandum.

Task Three - Landfill Transition Plan

HDR will develop a plan for the logical transition of landfill operations from the current landfill to the new facility. This plan will allow for the maximum use of the available airspace at the current facility while complying with the approved closure requirements. The transition of landfill personnel, equipment and customers to the new facility will be included in the plan.

Phase I - Deliverables

HDR will prepare a Design Basis Memorandum for the facility. This report will present a description of each of the facilities and infrastructure required to open the landfill. It will also contain budgetary cost estimates for these improvements, a schedule for construction, specific design parameters and design assumptions.

HDR will provide three copies of the draft version of the Design Basis Memorandum. Once comments are received from BVSWMA, comments will be incorporated into a final document and five copies will be provided to BVSWMA.

A preliminary estimate of probable construction cost, based on the conceptual facility design, will be included with the Design Basis Memorandum.

HDR will submit three copies of a draft Landfill Transition Plan for review and comment. Upon review and comment by BVSWMA, five copies of the plan will be delivered in final form.

Phase I – Key Understandings

The Conceptual Report and the technically complete permit application will serve as the basis for developing the specific site design. Geotechnical and topographic information provided in the permit documentation will be used in the Design Basis Memorandum.

Any on-site geotechnical site investigations or survey data required for the final design of the site is not part of this scope of services.

The approved closure plan for the Rock Prairie Road Landfill will provide the basis for the Transition Plan. Cost estimates will be based on recent construction of similar facilities, where available. General cost estimating methods, localized for BVSWMA conditions will be the basis for all other costs estimates.

Phase I – Meetings / Travel

Two meetings will be held in College Station by HDR to review the draft Design Basis Memorandum and the Transition Plan, and to receive BVSWMA's comments. Reimbursement for travel expenses is further discussed in Exhibit B.

Two presentations to the BVSWMA Board are anticipated as part of this Phase.

PHASE II – PERMITTING

In order to initiate construction at the site, there are still permits that are required to be secured from various agencies, including the US Army Corps of Engineers, US Fish and Wildlife Service Consultation, Texas Department of Transportation, and the Texas Historical Commission. HDR and its subconsultants will prepare documents and applications necessary to secure these permits. HDR will also assist BVSWMA to identify and secure mitigation properties for impacted endangered species and waters of the state. Any change in the selection of property for either of these mitigation efforts, will require additional services. Specific permits that will be required for the project include the following.

Permit/Approvals	Responsible Agency	Actions Required
Floodplain	County Floodplain Coordinator (County Judge)	Submit application prior to bridge construction. Meeting with Judge prior to submittal recommended.
Stream mitigation (404 permit requirement)	COE	Secure land for mitigation. Design improvements to gain credits for impacts to streams on the landfill property. Construct improvements prior to landfill construction. Property has been identified along Alum Creek in Brazos County, but it has not been purchased yet.
NLT mitigation (404 permit requirement)	COE; USFW; Texas Parks and Wildlife	Secure land for mitigation purposes. A plan has been drafted and discussions are underway with USFW. Other provisions include avoiding areas of high concentrations of the flower and transplanting of flowers identified in cell construction areas. (NLT Management activities)
Archaeology Permit	Texas Historic Commission	Conduct field studies to verify initial findings are of no major significance.
Driveway permit	TxDOT	Will require preliminary plans illustrating proposed improvements. Final Plans and Specifications per TxDOT requirements will be required for construction.
Water well permit	TWDB	Permit required for drilling water wells.
Wastewater discharge permit	TCEQ	Required for discharging treated waste water.
SLER/FMLER	TCEQ	Liner construction documents that must be submitted to TCEQ prior to acceptance of waste. To be done by CSC under a separate agreement between BVSWMA and CSC.
TCEQ Permit Modification	TCEQ	A permit modification is allowed for minor variances to the permit application. Modifications do often require public notification, but a permit hearing is not required for a modification. Permit modifications may be required for a change in fill sequence.
TMPA Permit Modification	Railroad Commission	TMPA plans to modify their permit boundary where it currently intersects BVSWMA's permit boundary. BVSWMA has agreed to assist in securing this modification as appropriate.
TCEQ Site Operating Plan Modification	TCEQ	Update the landfill's existing Site Operating Plan to reflect the recent revisions to the rules. This will be done as the Plans are "called in" by TCEQ.
Air Permits/GCCS design plan	TCEQ	Prepare backup documentation and permit documents for air permits by rule and a Title V air operating permit. Prepare a Standard or Individual Air Permit for bioreactor operations.

The permit applications will be completed within one year of the notice to proceed or as conditions warrant for the individual permits. One exception is the SLER/FMLER, which cannot be completed until cell construction is complete. This document is the responsibility of others and is not part of this scope of services.

In 2005, the TCEQ adopted rules that require landfill Site Operating Plans (SOP) to be updated to provide more specific information on the operation of the landfill. These plans are being "called in" by the TCEQ on a region-by-region basis. Guidelines have been prepared by TCEQ for the revising the SOP. HDR will prepare a revised SOP for the SH30 Landfill in accordance with these guidelines.

Phase II – Deliverables

HDR will provide BVSWMA with draft versions of permit applications for the various required permits. Following receipt of comments, HDR will submit the permit applications to the appropriate review agencies. Two sets of response comments for each of the permits are anticipated.

Three copies of a revised SOP will be provided to BVSWMA staff prior to submission to the TCEQ. Four copies will be delivered to the TCEQ and three final versions (after TCEQ approval) will be provided to BVSWMA.

Phase II – Key Understandings

It is assumed for the 404 permit, that BVSWMA will be able to secure properties for the mitigation. The stream restoration area is currently defined as the area along Alum Creek in Brazos County. Preliminary design plans have already been prepared for this property, therefore, additional design efforts will be required if this property is not available.

As part of the mitigation plan for impacts to the NLT plants, on-site management activities have been agreed to be performed upon securing the necessary permits. For certain mitigation management activities, BVSWMA will contract directly with Texas A&M University Department of Rangeland Management and Ecology. This Department has prepared a 5-year scope of services utilizing professors, graduate and under-graduate students to implement the management activities. HDR will assist in performing annual NLT surveys and the necessary reporting in accordance with the approved mitigation plan.

BVSWMA will be responsible for securing necessary signatures for the applications. BVSWMA will also be responsible for all tasks related to the actual purchase of the mitigation properties, including real-estate and legal costs. Any costs associated with permit submittal are the responsibility of the BVSWMA.

With the exception of the 404 permit, it is not anticipated that public meetings will be required for any of the permits presented. HDR will attend one public meeting for the 404 permit as part of this scope of services.

Phase II – Meetings/Travel

Two meetings with each of the permitting agencies are anticipated during the preparation and final approval of each of the permits identified in this task. HDR will provide BVSWMA staff with adequate notice of the date of the meeting and an opportunity to attend if so desired. Reimbursement for travel expenses is further discussed in Exhibit B.

PHASE III - DETAILED DESIGN (PLANS AND SPECIFICATIONS)

The Detailed Design Phase of the project will produce design drawings required for the construction of the site's infrastructure improvements, facilities and waste disposal cells. Specific Design Plans will be prepared for the following.

- Site Preparation
- Earthwork
- Roadways, Parking, Bridge and Scales
- Utilities (water, wastewater, electricity)
- Structures (Scale house, Maintenance Building, Driver Service Areas)
- Cell 6 (first cell may be renumbered)
- Landscaping, Fences and Berms
- Citizen's Convenience Area

Design sheets that will be prepared as part of this scope of services will be of sufficient detail to allow competent contractors to construct facilities and structures. It is assumed that the majority of construction that takes place on the site will be through a single general contractor. However, the number and content of bid packages will be discussed with BSWMA during this phase.

Task One - Site Preparation

HDR will prepare drawings showing the required areas that will have to be prepared for the site. Included in these activities are designs showing areas for tree clearing, protected areas from development for NLT preservation, utility crossings and any other ancillary facilities identified in the conceptual design.

Task Two - Earthwork

HDR will prepare design drawings depicting the mass grading of the initial cell, drainage channels and the soil stockpile and screening berms. This grading plan will reflect the cell sequencing and will be designed in conformance with the landfill permit, approved by the TCEQ. HDR will design an irrigation system to support the landscaping for possible implementation.

Task Three – Roadways, Parking, Bridge and Scales

Roads from the site entrance to the landfill perimeter roadway will be paved. In addition to the paved roadway, there is a need for paved parking for administrative buildings, maintenance buildings and other buildings that may be located in the entrance area or maintenance area. It is proposed that, with the exception of the landfill perimeter road, that all roadways be concrete paved. A total of approximately 3600 feet of roadway will have to be constructed. These roads must be designed for heavy load vehicles such as transfer vehicles with a gross weight of 80,000 pounds. Provisions will be included in the roadway design to accommodate three scales with by-pass lanes on both sides at the scale house.

A de-mudding system will be included in the roadway design. This system is designed to remove mud that accumulates on truck tires prior to driving back onto public roadways. Inclusion of this system in the roadway plan is a TCEQ requirement.

Roadways along the perimeter of the site will be asphalt or paved with gravel. The perimeter of the landfill is a total of 13,500 feet. This road can be constructed in phases depending on the sequencing of cells that is ultimately selected. In addition to the perimeter roadway, temporary roads will have to be constructed that lead into the active cells. Temporary roads can be constructed of crushed stone or native soils.

HDR will prepare design drawing depicting the interior roadways, improvements to SH 30 as required by TxDOT, the bridge over Alum Creek and parking areas for the scale house and maintenance facility. Specific plans will be prepared for the roadway base work, paving, shoulders and markings.

HDR will develop specific plans for improvements to SH 30 in accordance with an agreed approach with the Texas Department of Transportation. The design assumption for this effort is defined as a deceleration lane of approximately 800 feet for both east bound and west bound traffic and a turning lane of approximately 200 feet for both east-bound and west-bound traffic. No traffic signals are anticipated for this design.

A bridge will be designed for access across Alum Creek. The bridge will be a three lane structure with shoulders on both sides. The bridge will be approximately 150 feet long. The design will include necessary structures and supports to provide access for collection vehicles, transfer trailers and heavy equipment used in the daily operation of the landfill. Erosion protection measures will be included.

Task Four – Utilities

The utility design will provide detailed plans for the installation of electric, water, wastewater treatment, and communications service. HDR will work with the utility providing electric service to the site and prepare required interconnections and other required facilities necessary for interconnections. Water service will be provided to the site through a series of on-site wells.

Wastewater will be managed through an on-site package plant. Leachate will be collected and re-circulated on the landfill, processed through the package plant or trucked to an approved wastewater treatment facility. If the permit design requirements of the TCEQ prove to be too costly, an alternate septic system can be designed, with disposal consisting of storage and hauling to an approved wastewater treatment plant.

Task Five – Structures

The initial design concept for the equipment maintenance building to be approximately 60-feet by 100-feet and will include one or two offices. A diesel fuel facility is also planned for this center. The scale house will be approximately 20-feet by 120-feet and will contain office space to serve as the initial landfill administration building.

HDR will prepare detailed drawings to support bidding and construction of a scale house maintenance building, and other structures defined in the conceptual design. LEED components will be incorporated, as appropriate, into all building and structures to be designed. The level of LEED certification will be discussed during design as this will affect the design and construction costs.

The HDR Team will prepare the necessary submittals for compliance with the Americans with Disabilities Act for transmittal to the Texas Department of Licensing and Regulation, and coordinating the review and approval process.

The SH 30 Landfill is located in a rural area of Grimes County. Drivers who use the facility may require lavatory facilities and other services while at the landfill. A small, separate area is proposed at the landfill. This building may include a restroom, vending machines for beverages and food, and a phone (depending on BVSWMA preferences).

Task Six – Initial Cell Liner and Leachate Collection System Design

HDR will prepare construction plans for the liner and leachate collection system for the first cell (Cell 6). The cell design will include excavation grading for the cell, liner design, leachate collection system, sumps and other liner design requirements as defined in the site's permit. A permit modification will be required to re-sequence the cell construction. A soil management plan will be included in this activity.

The cell design will be reviewed for compatibility with future bioreactor operations. This may entail the placement of monitoring elements within the cell prior to filling so they are available if bioreactor operations are implemented. This task assumes minimal modifications to the MSW permit in order to obtain TCEQ approval. However, to operate as a bioreactor, a Gas Collection and Control System (GCCS) plan will need to be submitted to the TCEQ Air Permits Division. The GCCS Plan will include a Startup, Shutdown and Malfunction plan and a Surface Emissions Monitoring plan, which will be developed as part of this task. A Standard Air Permit or an Individual Air permit will be required from the TCEQ for bioreactor operations. These permits will be obtained in Phase II.

These plans and air permits for a bioreactor may be postponed until actual implementation of bioreactor operations is desired. However, the monitoring elements and potential cell design changes required for bioreactor operations should be constructed in the initial cell to facilitate these future operations.

Task Seven – Landscaping, Fencing and Berms

The permit site development plan identifies where and what type of fencing is required around the perimeter of the site. A fencing plan has been developed for the site in the Conceptual Plan and includes both chain link and barbed wire fencing. This will be re-evaluated as site component design is underway.

To reduce the visual impacts of the site, various screening methods will be considered. This may include: building strategically placed berms, transplanting large trees close to SH 30, and establishing other types of vegetation to provide a better aesthetic view of the site and to reduce the possibility of seeing landfill operations. The site already has good screening in several locations through existing trees.

Task Eight – Citizen Drop-off Area

Design of a Citizens Drop-off Area will be prepared. This facility will include a series of containers located near the facility entrance. Access to the Citizen Drop-off area, safety bollards, containers and storm water management will be incorporated into the design of this facility. Included with the citizen drop-off area will be containers for specific recyclable materials and used oil and white goods storage.

Task Nine - Construction Specifications

HDR will prepare construction technical specifications (including Special Conditions) for construction of each bid package prepared.

Task Ten - Compliance Management Manual

HDR will develop a compliance management manual for use by BVSWMMA in identifying routine compliance issues and defining operational responsibility for each of these issues. This tool will be based on the TCEQ approved permit application and reference the specific sections of the application, or other applicable regulation, that apply to the compliance issue addressed. As this will be an evolving document, it will be developed so that it is easily updated.

Phase III – Deliverables

Five sets of draft construction plans and specifications will be delivered to BVSWMMA for their initial review. Draft copies of any Agency submittals will be provided to BVSWMMA for review prior to submittal.

After receipt of the draft review comments five final sets of the plans and specifications will be delivered to BVSWMMA for their records. One set of reproducible drawings will also be provided. Final copies of BVSWMMA submittals will be delivered for processing.

Five copies of the compliance management manual will be prepared for review and comment by BVSWMMA. After receipt of comments on the compliance management tool, five final copies will be provided to BVSWMMA.

Phase III – Key Understandings

Detailed design will not be initiated until the Design Basis Memorandum is accepted by BVSWMMA and finalized. BVSWMMA will provide written comments on the draft plans and specifications to the HDR Team at least two weeks before the review meeting. The construction specifications will be developed following the Construction Specification Institute, Inc. (CSI) format and incorporated into City of College Station procurement documents.

CSC, under a separate agreement with BVSWMMA, is responsible for the design and installation of the groundwater monitoring wells and the gas monitoring probes.

Survey and geotechnical requirements for design and operational items will be contracted directly by BVSWMA. HDR will assist BVSWMA in developing a scope of work for these services and in identifying specific elements of work.

Phase III – Meetings

HDR will schedule twenty, one day meetings in College Station to develop plans and specifications and review draft plans and specifications with BVSWMA prior to finalizing them for bid. These meetings will also provide an opportunity to receive comments on Agency submittals. Reimbursement for travel expenses is further discussed in Exhibit B.

PROJECT MANAGEMENT

The goal of the Project Management task is to provide timely, efficient, and quality service to BVSWMA. This includes the development of the Project Guide, outlining policies and procedures related to this project effort; development of and regular updates to the project schedule; development of monthly progress report; project coordination; attendance at project coordination meetings by the Project Manager; and oversight of deliverables by senior staff.

Deliverables will include the following.

- Development of the Project Guide;
- Monthly performance reports and updates to the project schedule;
- Oversight of budget and project deliverables; and
- Attendance at coordination meetings.

Although Project Management is an essential task on any project, the effort and fee associated with this activity is included with the other individual tasks as currently outlined in Phases I, II and III.

EXHIBIT “B”

PAYMENT TERMS

Payment will be on a per diem basis with a maximum fee in the amount listed in Article I of this Contract for Phases I, II and III of Exhibit A. 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:

Compensation for Consultant’s services under this contract shall be on the basis of per diem, as defined later in this Exhibit. Reimbursable expenses incurred in connection with such services shall be included as part of Consultant’s compensation.

For purposes of this contract, the estimated fee for Phases I, II and II are listed below. These are not intended to be limitations but to provide the City with an indicator of the project’s progress. There are tasks that will require extensive permitting and design efforts that will cross Phases II and III.

Phase I – Project Planning	\$ 170,000
Phase II – Permitting	\$ 531,000
<u>Phase III – Design</u>	<u>\$ 961,000</u>
Total	\$1,662,000

Any expenditure in excess of these amounts will require a written change order submitted to and approved by the City in advance of the commencement of these services.

Compensation terms are defined as follows:

Per Diem shall mean an hourly rate equal to Payroll Cost/Direct Labor Cost times a multiplier of (TWO POINT FIVE) (2.5) to be paid as total compensation for each hour an employee works on the Project, plus Reimbursable Expense.

Payroll Cost shall mean salaries and wages, (basic and overtime) paid to all personnel engaged directly on the Project, plus the cost of statutory benefits including, but not limited to, social security contributions, unemployment, excise and payroll taxes, worker’s compensation, health and retirement benefits, sick leave, and vacation and holiday pay applicable hereto. For this Contract, the amount of customary and statutory benefits of all personnel will be considered equal to thirty-five percent (35%) of salaries and wages.

Direct Labor cost shall mean salaries and wages (basic and overtime) paid to all personnel engaged directly on the Project.

Reimbursable expense shall mean the actual expenses incurred directly or indirectly in connection with the Project for transportation travel, subconsultants, subcontractors, computer usage, telephone, telex, shipping and express, and other incurred expense. Consultant will add ten percent (10%) to invoices received by Consultant from subconsultants and subcontractors to cover supervision, administrative, and insurance expenses.

Travel Expenses:

HDR shall use City’s policies for reimbursement of employee or contractor travel and living expenses. HDR shall provide City with supporting documentation such as receipts for travel, hotels, and rental cars with regard to such reimbursable items upon City’s request. HDR agrees to use the same diligence in controlling reimbursable expenses as it uses in its own business for expenses incurred by its employee.

Travel will include actual and reasonable expenses for lodging, meals not to exceed the City's meal allowance in its policy and procedures manual and transportation, including coach airfare. Trips that are less than 150 miles round trip will be considered local.

The total estimated budget for travel is \$21,000 which shall not be exceeded by HDR without the prior written approval of the City.

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

Exhibit "C"

Insurance Requirements

1. The Consultant agrees to maintain the types and amounts of insurance required in this Contract throughout the term of the Contract. The following insurance policies shall be required:

- (a) Commercial General Liability
- (b) Business Automobile Liability
- (c) Workers' Compensation
- (d) Professional Liability

2. For each of these policies, the Consultant's insurance coverage shall be primary insurance with respect to the City, its officials, employees and volunteers. Any insurance or self-insurance maintained by the City, its officials, employees or volunteers, shall be considered in excess of the Consultant's insurance and shall not contribute to it. Certificates of insurance and endorsements shall be furnished to and approved by the City's Risk Manager *before* any letter of authorization to commence planning will issue or any work on the Project commences. No term or provision of the indemnification provided by the Consultant to the City pursuant to this Contract shall be construed or interpreted as limiting or otherwise affecting the terms of the insurance coverage. **All Certificates of Insurance and endorsements shall be furnished to the City's Representative at the time of execution of this Agreement, attached hereto as Exhibit "D", and approved by the City *before* work commences.**

3. The Consultant shall include all subconsultants as additional insureds under its policies or shall furnish separate certificates and endorsements for each subconsultant. All coverages for subconsultants shall be subject to all of the requirements stated herein.

4. **General Requirements Applicable to All Policies.**

- (a) Only insurance carriers licensed and admitted to do business in the State of Texas will be accepted.
- (b) Deductibles shall be listed on the certificate of insurance and are acceptable only on a "per occurrence" basis for property damage only.
- (c) "Claims made" policies will not be accepted, except for Professional Liability insurance.
- (d) Each insurance policy shall be endorsed to state that the insurance agent shall endeavor to notify the City if coverage is suspended, voided, canceled, or reduced in coverage or in limits except after thirty (30) calendar days prior written notice has been given to the City of College Station by certified mail, return receipt requested.
- (e) Upon request, certified copies of all insurance policies shall be furnished to the City.
- (f) The certificates of insurance shall be prepared and executed by the insurance company or its authorized agent. Each certificate shall contain the following provisions and warranties: (a) that the insurance company is licensed and admitted to do business in the State of Texas; (b) that the insurance policy is underwritten on forms provided by the Texas State Board of Insurance or ISO; (c) all endorsements and coverages according to the requirements of this Contract; (d) the form of notice of cancellation, termination, or change in coverage provisions; and (e) original endorsements affecting coverage required by this Contract.
- (g) The City of College Station, its officials, employees, and volunteers are to be added as "Additional Insureds" to the Commercial General Liability and Business Automobile Liability Policies. The coverage shall contain no special limitations on the scope of protection afforded to the City, its officials, employees, and volunteers.

5. **Commercial (General) Liability requirements:**

- (a) Coverage shall be written by a carrier with a "B+:VII" or better rating in accordance with the

- current Best Key Rating Guide.
- (b) Minimum Combined Single Limit of \$1,000,000 per occurrence per project for bodily injury and property damage with a \$2,000,000 annual aggregate limit.
- (c) Coverage shall be at least as broad as Insurance Service's Office Number CG 00 01.
- (d) No coverage shall be deleted from the standard policy without notification of individual exclusions being attached for review and acceptance.
- (e) The coverage shall include but not be limited to: premises/operations; independent contracts, products/completed operations, contractual liability (insuring the indemnity provided herein), and where exposures exist, "Explosion Collapse and Underground" coverage.
- (f) The City shall be named as an additional insured and the policy shall be endorsed to waive subrogation and to be primary and non contributory.

6. **Business Automobile Liability** requirements:

- (a) Coverage shall be written by a carrier with a "B+:VII" or better rating in accordance with the current Best Key Rating Guide.
- (b) Minimum Combined Single Limit of \$1,000,000 per occurrence for bodily injury and property damage.
- (c) The Business Auto Policy must show Symbol 1 in the Covered Autos portion of the liability section in Item 2 of the declarations page.
- (d) The coverage shall include owned, leased or rented autos, non-owned autos, any autos and hired autos.

7. **Workers' Compensation Insurance** requirements:

- (a) Pursuant to the requirements set forth in Title 28, Section 110.110 of the Texas Administrative Code, *all* employees of the Consultant, the Consultant, *all* employees of any and all subconsultants, and all other persons providing services on the Project must be covered by a workers' compensation insurance policy: either directly through their employer's policy (the Consultant's, or subconsultant's policy) or through an executed coverage agreement on an approved TWCC form. Accordingly, if a subconsultant does not have his or her own policy and a coverage agreement is used, Consultants and subconsultants *must* use that portion of the form whereby the hiring consultant agrees to provide coverage to the employees of the subconsultant. The portion of the form that would otherwise allow them not to provide coverage for the employees of an independent consultant may not be used.
- (b) The worker's compensation insurance shall include the following terms:
 - (i) Employer's Liability limits of \$1,000,000 for each accident is required.
 - (ii) "Texas Waiver of Our Right to Recover From Others Endorsement, WC 42 03 04" shall be included in this policy.
 - (iii) Texas must appear in Item 3A of the Worker's Compensation coverage or Item 3C must contain the following: All States except those listed in Item 3A and the States of NV, ND, OH, WA, WV, and WY.
- (c) Pursuant to the explicit terms of Title 28, Section 110.110(c)(7) of the Texas Administrative Code, this Agreement, the bid specifications, this Agreement, and all subcontracts on this Project must include the terms and conditions set forth below, without any additional words or changes, except those required to accommodate the specific document in which they are contained or to impose stricter standards of documentation:

A. *Definitions:*

Certificate of coverage ("certificate") - A copy of a certificate of insurance, a certificate of authority to self-insure issued by the Texas Workers' Compensation Commission, or a coverage agreement (TWCC-81, TWCC-83, or TWCC-84), showing statutory workers' compensation insurance coverage for the person's or entity's employees providing services on a project, for the duration of the project.

Duration of the project - includes the time from the beginning of the work on the project until the Consultant's/person's work on the project has been completed and accepted by the governmental entity.

Persons providing services on the project ("subconsultants" in § 406.096 [of the Texas Labor Code]) - includes all persons or entities performing all or part of the services the Consultant has undertaken to perform on the project, regardless of whether that person contracted directly with the Consultant and regardless of whether that person has employees. This includes, without limitation, independent Consultants, subconsultants, leasing companies, motor carriers, owner-operators, employees of any such entity, or employees of any entity which furnishes persons to provide services on the project. "Services" include, without limitation, providing, hauling, or delivering equipment or materials, or providing labor, transportation, or other service related to a project. "Services" does not include activities unrelated to the project, such as food/beverage vendors, office supply deliveries, and delivery of portable toilets.

B. The Consultant shall provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, that meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all employees of the Consultant providing services on the project, for the duration of the project.

C. The Consultant must provide a certificate of coverage to the governmental entity **prior** to being awarded the contract.

D. If the coverage period shown on the Consultant's current certificate of coverage ends during the duration of the project, the Consultant must, prior to the end of the coverage period, file a new certificate of coverage with the governmental entity showing that coverage has been extended.

E. The Consultant shall obtain from each person providing services on a project, and provide to the governmental entity:

(1) a certificate of coverage, prior to that person beginning work on the project, so the governmental entity will have on file certificates of coverage showing coverage for all persons providing services on the project; and

(2) no later than seven calendar days after receipt by the Consultant, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project.

F. The Consultant shall retain all required certificates of coverage for the duration of the project and for one year thereafter.

G. The Consultant shall notify the governmental entity in writing by certified mail or personal delivery, within 10 calendar days after the Consultant knew or should have known, or any change that materially affects the provision of coverage of any person providing services on the project.

H. The Consultant shall post on each project site a notice, in the text, form and manner prescribed by the Texas Workers' Compensation Commission, informing all persons providing services on the project that they are required to be covered, and stating how a person may verify

coverage and report lack of coverage.

I. The Consultant shall contractually require each person with whom it contracts to provide services on a project, to:

(1) provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, that meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all of its employees providing services on the project, for the duration of the project;

(2) provide to the Consultant, prior to that person beginning work on the project, a certificate of coverage showing that coverage is being provided for all employees of the person providing services on the project, for the duration of the project;

(3) provide the Consultant, prior to the end of the coverage period, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project;

(4) obtain from each other person with whom it contracts, and provide to the Consultant:

(a) a certificate of coverage, prior to the other person beginning work on the project; and

(b) a new certificate of coverage showing extension of coverage, prior to the end of the coverage period, if the coverage period shown on the current certificate of coverage ends during the duration of the project;

(5) retain all required certificates of coverage on file for the duration of the project and for one year thereafter;

(6) notify the governmental entity in writing by certified mail or personal delivery, within 10 calendar days after the person knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project; and

(7) contractually require each person with whom it contracts, to perform as required by paragraphs (a) - (g), with the certificates of coverage to be provided to the person for whom they are providing services.

J. By signing this contract, or providing, or causing to be provided a certificate of coverage, the Consultant is representing to the governmental entity that all employees of the Consultant who will provide services on the project will be covered by workers' compensation coverage for the duration of the project, that the coverage will be based on proper reporting of classification codes and payroll amounts, and that all coverage agreements will be filed with the appropriate insurance carrier or, in the case of a self-insured, with the Commission's Division of Self-Insurance Regulation. Providing false or misleading information may subject the Consultant to administrative penalties, criminal penalties, civil penalties, or other civil actions.

K. The Consultant's failure to comply with any of these provisions is a breach of contract by the Consultant that entitles the governmental entity to declare the contract void if the Consultant does not remedy the breach within ten calendar days after receipt of notice of breach from the governmental entity.

8. **Professional Liability** requirements:

- (a) Coverage shall be written by a carrier with a "B+:VII" or better rating in accordance with the current Best Key Rating Guide.
- (b) Minimum of \$1,000,000 per occurrence and \$2,000,000 aggregate, with a maximum deductible of \$25,000.00.
- (c) Coverage must have an **Extended Reporting Period Endorsement** to be maintained for two (2) years after the expiration of the term or termination of this Contract.

Exhibit “D”

Certificate(s) of Insurance

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

06/01/2006

DATE (MM/DD/YY)
10/19/2005

PRODUCER
Lockton Companies
444 W. 47th Street, Suite 900
Kansas City Mo 64112-1906
(816) 960-9000

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.

INSURERS AFFORDING COVERAGE

INSURED
1014392 HDR ENGINEERING, INC.
ATTN: LOUIS J. PACHMAN
8404 INDIAN HILLS DRIVE
OMAHA, NE 68114-4049

INSURER A: ZURICH AMERICAN INS CO. - O.P. KS
INSURER B: AMERICAN GUARANTEE & LIAB (ZURICH)
INSURER C: SENTRY INSURANCE A MUTUAL COMPANY
INSURER D: CONTINENTAL CAS (V.O. SCHINNERER)
INSURER E:

COVERAGES HDRIN01 SA

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	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY CLAIMS MADE <input type="checkbox"/> OCCUR <input checked="" type="checkbox"/>	GLO3504583	06/01/2005	06/01/2006	EACH OCCURRENCE \$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER: POLICY <input type="checkbox"/> PROJECT <input checked="" type="checkbox"/> LOC. <input checked="" type="checkbox"/>				FIRE DAMAGE (Any one fire) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	BAP3504584 TAP3504586	06/01/2005 06/01/2005	06/01/2006 06/01/2006	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ XXXXXXX BODILY INJURY (Per accident) \$ XXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXX
	GARAGE LIABILITY <input type="checkbox"/> ANY AUTO	NOT APPLICABLE			AUTO ONLY - EA ACCIDENT \$ XXXXXXX OTHER THAN AUTO ONLY: EA ACC \$ XXXXXXX AGG \$ XXXXXXX
B	EXCESS LIABILITY <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input checked="" type="checkbox"/> UMBRELLA FORM RETENTION \$	AUC3808400 (EXCLUDES PROF. LIAB)	06/01/2005	06/01/2006	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000 \$ XXXXXXX \$ XXXXXXX \$ XXXXXXX
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	90-14910-01 90-14910-02	06/01/2005 06/01/2005	06/01/2006 06/01/2006	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
D	OTHER ARCHS & ENGS PROFESSIONAL LIABILITY	PLA113978408	06/01/2005	06/01/2006	PER CLAIM: \$2,000,000. AGG: \$2,000,000.

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS
RE: DESIGN AND ENVIRONMENTAL PERMITTING OF THE SH 30 LANDFILL FOR THE BRAZOS VALLEY SOLID WASTE MANAGEMENT AGENCY. THE CITY OF COLLEGE STATION, ITS OFFICIALS, EMPLOYEES AND VOLUNTEERS ARE NAMED AS AN ADDITIONAL INSURED, AS RESPECTS GENERAL AND AUTOMOBILE LIABILITY COVERAGE, WHICH IS ON A PRIMARY BASIS AND ALL OTHER INSURANCE SHALL BE NON-CONTRIBUTORY, ONLY AS REQUIRED BY CONTRACT. WAIVER OF SUBROGATION APPLIES.

CERTIFICATE HOLDER
2417410
CITY OF COLLEGE STATION
ATTN: PETE CALER
PO BOX 9960
COLLEGE STATION, TX 77842

ADDITIONAL INSURED; INSURER LETTER: _____

CANCELLATION [M63245]

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 

CARRIER RATINGS:

ZURICH AMERICAN INS. CO.	AXV
AMERICAN GUARANTEE & LIAB	AXV
SENTRY INSURANCE A MUTUAL CO	A+XV
CONTINENTAL CASUALTY	AXV