



**Mayor**  
Ben White  
**Mayor Pro Tem**  
Ron Gay  
**City Manager**  
Glenn Brown

**Councilmembers**  
John Crompton  
James Massey  
Lynn McIlhaney  
Chris Scotti  
David Ruesink

**Agenda**  
**College Station City Council**  
**Workshop Meeting**  
**Thursday, January 24, 2008 3:00 p.m.**  
**City Hall Council Chambers, 1101 Texas Avenue**  
**College Station, Texas**

1. Presentation, possible action, and discussion on items listed on the consent agenda.
2. Presentation, possible action and discussion of TxDOT projects in the area.
3. Presentation, possible action, and discussion regarding water conservation policy and strategies.
4. Presentation, possible action, and discussion regarding the City renewal procedures for annual contracts and other multi-year agreements.
5. Presentation, possible action, and discussion regarding possible items to be discussed at the City Council's Mini-Retreat on March 5.
6. Presentation, possible action, and discussion regarding an update on the status of the Comprehensive Plan update.
7. Presentation, possible action, and discussion regarding updating the water and wastewater system master plans.
8. Council Calendar
  - January 28 Evaluations of City Manager, City Attorney, City Secretary, City Hall, 6:00 pm
  - January 29 Special Meeting Public Hearing on Annexation, Council Chambers 7:00 pm
  - January 30 CIP Community Meeting, Pebble Creek Elementary Cafeteria, 7:00 pm
  - February 4 Neighborhood Integrity Meeting Conference Center 9:00 am – 5:00 pm
  - February 11 First Day to file for City Council positions
  - February 14 Workshop and Regular Meetings, 7:00 pm
9. Presentation, possible action, and discussion on future agenda items: A Council Member may inquire about a subject for which notice has not been given. A statement of specific factual information or the recitation of existing policy may be given. Any deliberation shall be limited to a proposal to place the subject on an agenda for a subsequent meeting.

10. Discussion, review and possible action regarding the following meetings: Arts Council Subcommittee of the Council, Audit Committee, Brazos County Health Dept., Brazos Valley Council of Governments, Cemetery Committee, Design Review Board, Historic Preservation Committee, Interfaith Dialogue Association, Intergovernmental Committee, Joint Relief Funding Review Committee, Library Committee, Metropolitan Planning Organization, Outside Agency Funding Review, Parks and Recreation Board, Planning and Zoning Commission, Sister City Association, TAMU Student Senate, Research Valley Partnership, Regional Transportation Committee for Council of Governments, Transportation Committee, Wolf Pen Creek Oversight Committee, Wolf Pen Creek TIF Board, Zoning Board of Adjustments (Notice of Agendas posted on City Hall bulletin board).
11. Executive Session will immediately follow the workshop meeting in the Administrative Conference Room.

Consultation with Attorney {Gov't Code Section 551.071}; possible action. The City Council may seek advice from its attorney regarding a pending and contemplated litigation subject or settlement offer or attorney-client privileged information. Litigation is an ongoing process and questions may arise as to a litigation tactic or settlement offer, which needs to be discussed with the City Council. Upon occasion the City Council may need information from its attorney as to the status of a pending or contemplated litigation subject or settlement offer or attorney-client privileged information. After executive session discussion, any final action or vote taken will be in public. The following subject(s) may be discussed:

- a. Application with TCEQ in Westside/Highway 60 area, near Brushy Water Supply Corporation.
- b. Civil Action No. H-04-4558, U.S. District Court, Southern District of Texas, Houston Division, *College Station v. U.S. Dept. of Agriculture, etc., and Wellborn Special Utility District.*
- c. Cause No. GN-502012, Travis County, *TMPA v. PUC* (College Station filed Intervention 7/6/05)
- d. Sewer CCN request.
- e. Legal aspects of Water Well and possible purchase of or lease of another water site.
- f. Civil Action No. H-04-3876, U.S. District Court, Southern District of Texas, Houston Division, *JK Development v. College Station.*
- g. Cause No. 06-002318-CV-272, 272<sup>nd</sup> Judicial District Court, Brazos County, Texas, *Taylor Kingsley v. City of College Station, Texas and Does 1 through 10, inclusive.*
- h. Cause No. 485-CC, County Court at Law No. 1, Brazos County, Texas, *City of College Station v. David Allen Weber, et al.*
- i. Bed & Banks Water Rights Discharge Permits for College Station and Bryan
- j. Cause No. 07-001241-CV-361, 361<sup>st</sup> Judicial District Court, Brazos County, Texas *Gregory A. & Agnes A. Ricks v. City of College Station*
- k. Water CCN request

Competitive Matter {Gov't Code Section 551.086}; possible action The City Council may deliberate, vote, or take final action on a competitive matter in closed session. The City Council must make a good faith determination, by majority vote of the City Council, that the matter is a Competitive Matter. A "Competitive Matter" is a utility-related matter that the City Council determines is related to the City of College Station's Electric Utility Competitive Activity, including commercial information, which if disclosed would give advantage to competitors or prospective competitors. The following is a general representation of the subject(s) to be considered as a competitive matter.

- a. Marketing and Strategy Plans for College Station Electric Utilities

- 12. Action on executive session, or any workshop agenda item not completed or discussed in today's workshop meeting will be discussed in tonight's Regular Meeting if necessary.
- 13. Adjourn.

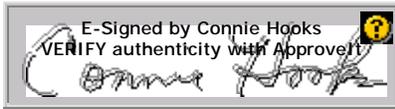
APPROVED:

\_\_\_\_\_

City Manager

Notice is hereby given that a Workshop Meeting of the City Council of the City of College Station, Texas will be held on the 24<sup>th</sup> day of January, 2008 at 3:00 p.m. in the City Hall Council Chambers, 1101 Texas Avenue, College Station, Texas. The following subjects will be discussed, to wit: See Agenda

Posted this 21<sup>st</sup> day of January, 2008 at 3:00 pm



\_\_\_\_\_

City Secretary

I, the undersigned, do hereby certify that the above Notice of Meeting of the Governing Body of the City of College Station, Texas, is a true and correct copy of said Notice and that I posted a true and correct copy of said notice on the bulletin board at City Hall, 1101 Texas Avenue, in College Station, Texas, and the City's website, [www.cstx.gov](http://www.cstx.gov). The Agenda and Notice are readily accessible to the general public at all times. Said Notice and Agenda were posted on January 21<sup>st</sup>, 2008 at 2:30 pm and remained so posted continuously for at least 72 hours proceeding the scheduled time of said meeting.

This public notice was removed from the official board at the College Station City Hall on the following date and time: \_\_\_\_\_ by \_\_\_\_\_.

Dated this \_\_\_\_ day of \_\_\_\_\_, 2008.  
CITY OF COLLEGE STATION, TEXAS

By \_\_\_\_\_

Subscribed and sworn to before me on this the \_\_\_\_ day of \_\_\_\_\_,  
\_\_\_\_\_  
Notary Public – Brazos County, Texas

My commission expires: \_\_\_\_\_

This building is wheelchair accessible. Handicap parking spaces are available. Any request for sign interpretive service must be made 48 hours before the meeting. To make arrangements call (979) 764-3517 or (TDD) 1-800-735-2989. Agendas may be viewed on [www.cstx.gov](http://www.cstx.gov). Council meetings are broadcast live on Cable Access Channel 19.

**January 24, 2008  
Workshop Agenda Item 2  
TxDOT Update**

**To:** Glenn Brown, City Manager

**From:** Mark Smith, Director of Public Works

**Agenda Caption:** Presentation, possible action and discussion of TxDOT projects in the area.

**Recommendation(s):**

**Summary:** TxDOT staff will present an update of projects affecting the City.

**Budget & Financial Summary:**

**Attachments:**

**January 24, 2008  
Workshop Agenda Item 3  
Water Conservation Brief**

**To:** Glenn Brown, City Manager

**From:** Dave Coleman, Water Services Director

**Agenda Caption:** Presentation, possible action, and discussion regarding water conservation policy and strategies.

**Recommendation:** Receive the Water Conservation staff report and provide feedback and direction to City Manager.

**Summary:** At the request of City Council, staff will provide a briefing regarding potential water conservation measures that could be implemented. Staff will provide more detailed information if desired, or pursue specific strategies as directed.

On October 23, 2006 City Council adopted a Water Conservation Plan that established specific water consumption reduction goals. Since water is a finite resource, this plan recognizes that steps must be taken now to reduce excess water usage. Additionally, all of our water production capacity is controlled by the Brazos Valley Groundwater Conservation District, which strictly prohibits water waste in its rules. Staff advises that our future application to drill wells 8, 9 and 10 will be viewed much more favorably if we can demonstrate positive and effective measures implemented for water conservation.

Our target is to reduce peak water usage, measured in gallons per person, per day (gpcd):

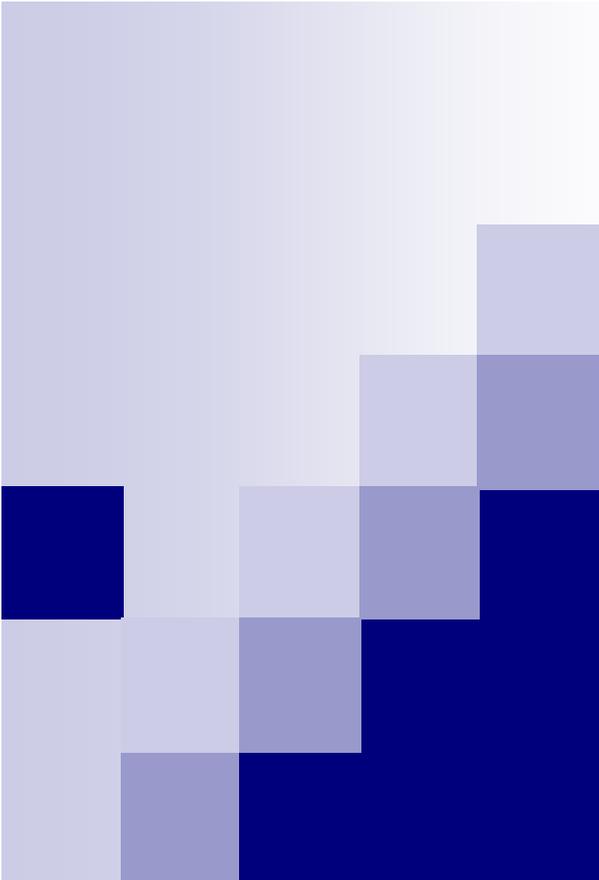
- 2006 peak usage: 197 gpcd
- 2016 goal: 180 gpcd

To achieve this reduced consumption, five primary strategies are recommended:

1. **Water Re-use:** Piping effluent to Veteran's Park could achieve a 5 gpcd reduction plus another 5 gpcd avoidance. CIP project is planned for FY-09.
2. **Water Rate Structure:** When a water rate increase is required, it could be implemented as a "Water Conservation" rate, which would increase the rate on residential consumption above a certain sustenance level, and on water used for irrigation. Could achieve a 5 to 10 gpcd reduction, if not more.
3. **Water Loss Control:** Regular monitoring and audits of the water system could identify leaks more quickly and reduce water waste.
4. **Public Education:** Promote water conservation measures more actively and strive for a better educated customer base.
5. **Landscape Water Management:** Work with lawn care companies, home owners, and businesses to eliminate wasteful irrigation.

**Budget & Financial Summary:** None.

**Attachments:** Power Point Presentation



# Water Conservation Program

College Station City Council  
January 24, 2008



# Why Is Water Conservation Essential?

## n Groundwater District rules

- Aquifer is a limited resource
- Water conservation measures part of new well application

## n Impact of Regional Water Plan

## n Rapid growth continues

## n Expensive new water sources

## n System designed for Peak Demand

- Reducing peak demand defers or eliminates Capital costs

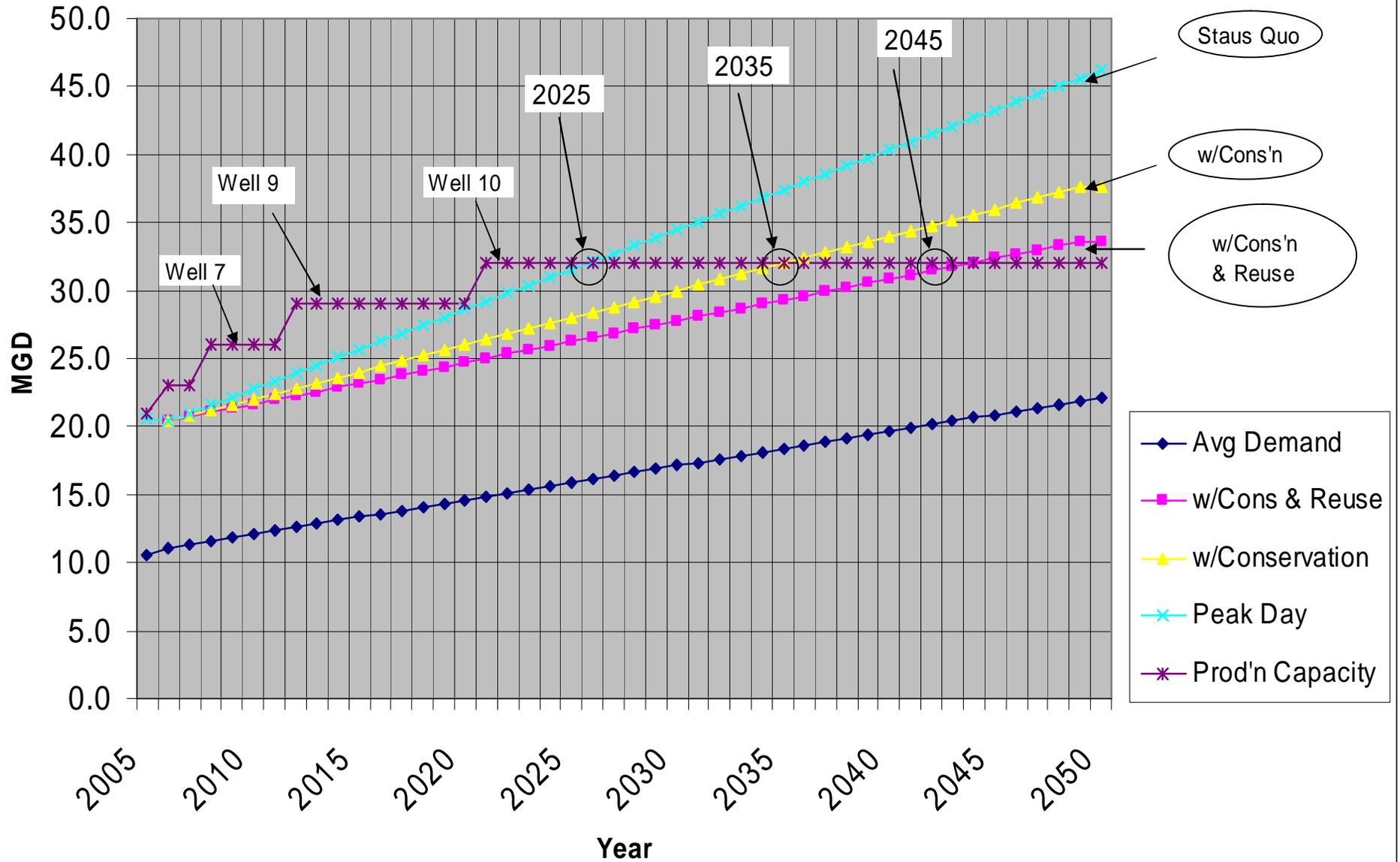


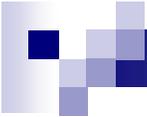
# Future Concerns

- n No immediate shortage, but...
- n Conservation and water reuse are recommended Water Management Strategies in Region G Water Plan
- n Groundwater Conservation District will eventually need to limit groundwater pumping
- n Limit of 90,000 acre-feet/year available from Simsboro aquifer in Robertson/Brazos Counties
  - .. 57,400 af/yr is already permitted
  - .. 32,600 af/yr remaining to be permitted
  - .. This will allow 6 new full production wells (3,000 gpm each)
  - .. These numbers could change, based on Desired Future Conditions

# CS Water Demand Dec 2007

Circles show when peak demands hit production capacity, in 3 scenario.





# Current Status of Water Conservation

- n Some programs already in place
  - .. Education-based
  - .. Drought Contingency Plan in place since 19xx
- n Water Conservation Plan
  - .. Adopted by Council October 2006
  - .. Ultimate goal: Average water use at or below 140 gallons per capita per day (gpcd)
  - .. 2016 goal: Peak water use reduced from the 2006 level of 197 gpcd to 180 gpcd.
- n Through combination of programs, could save up to 10-20 gallons per person/day

# Conservation BMP's in Texas\*

Title	In Place	By 2010	By 2015
System Water Audits / Water Loss	Y		
School Education / Public Information	Y		
All Water Connections Metered	Y		
Conservation Coordinator	Y		
Reuse of Treated Effluent	Y		
Conservation Pricing		Y	
Water Waste Prohibition		Y	
Water Use Survey For SF & MF Customers		Y	
Landscape Irrigation Conservation / Conversion		Y	
Athletic Field / Park / Golf Course Conservation		Y	
Rainwater Harvesting/Condensate Reuse			Y
Industrial / Commercial / Institutional Conservation			Y
Clothes Washer Incentives			Y
Plumbing Fixture Rebate / Retrofit			Y

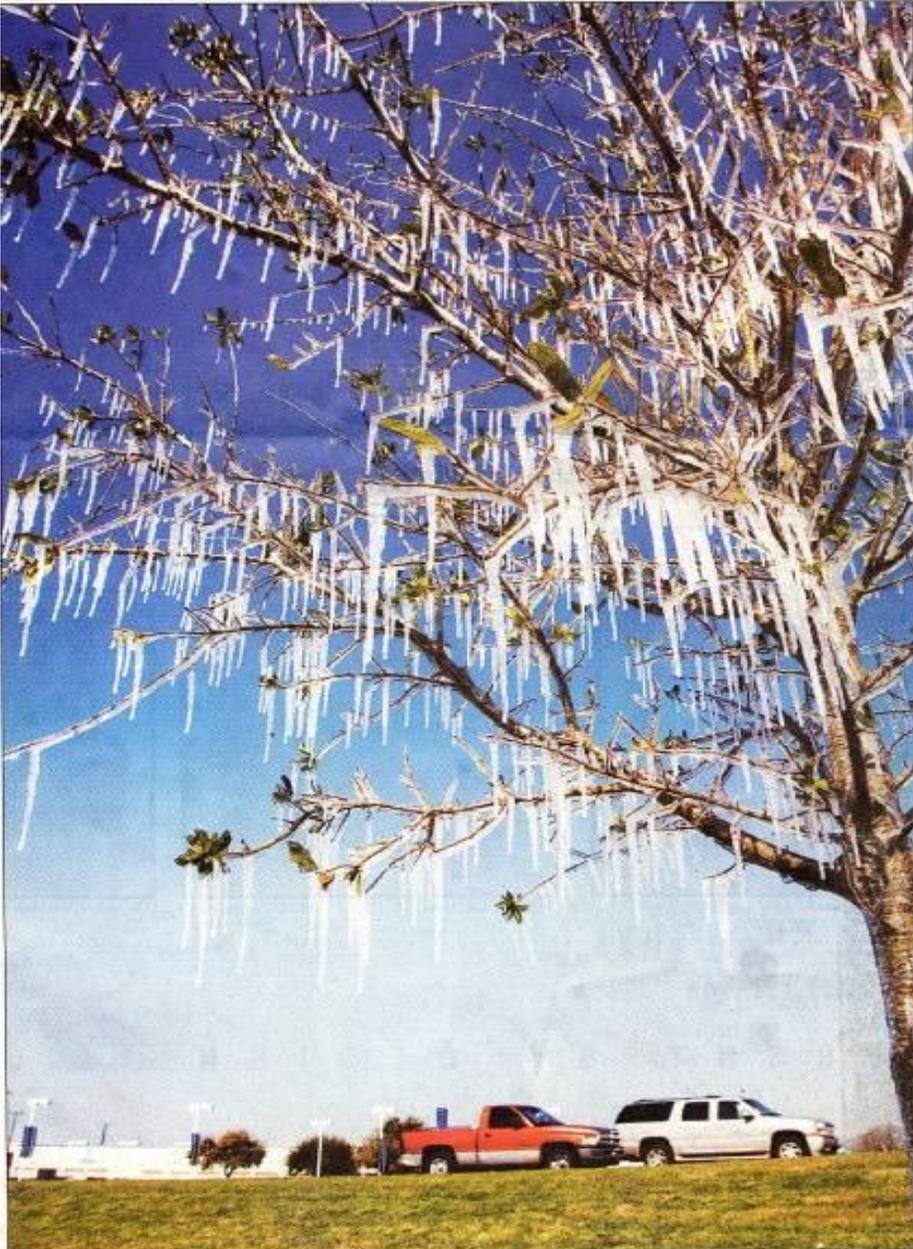
\* *Water Conservation BMP Guide, TWDB Water Conservation Task Force, Nov. 04*



# Conservation effort needs to target Landscape Irrigation first

- n EPA estimates up to 50% of outdoor irrigation water is wasted
- n Many CS neighborhoods have irrigation water running down the gutters
- n Water Reuse for irrigation: 67 million gallons/year initially; potential for more

A touch of the unexpected



The sprinkler system at a business on Southwest Parkway “helped create icicles covering the trees Friday morning.”

Source: Bryan / College Station Eagle newspaper  
Saturday, Feb. 17, 2007

Photo credit: Butch Ireland

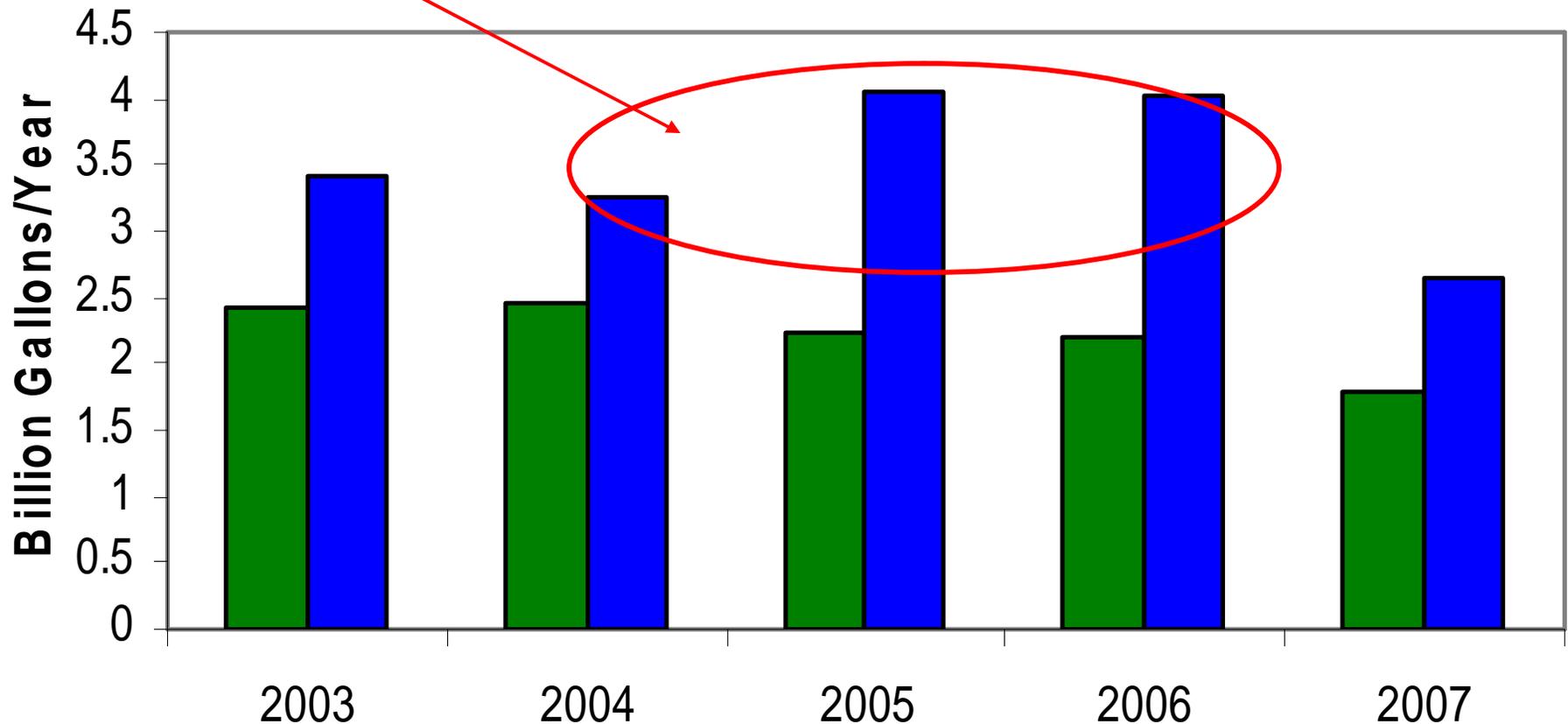


**Date of picture: March 29<sup>th</sup>, 2007**

# How Much Could We Save Annually?

Outdoor water conservation potential

■ Wastewater Treated ■ Water Demand





# Recommended Programs

- n 1. Water Re-use: Pipe effluent from treatment plant to parks for irrigation
- n 2. Conservation water rates: Encourage reduced irrigation usage and properly allocate costs to irrigation users who create the high peak demand
- n 3. Water Loss Control: System monitoring to reduce losses from leaks, etc.
- n 4. Public Education: Promote Water Conservation
- n 5. Landscape Water Management: on-site water audits, education to change habits, promote water-saving plants



# 1. Water Re-Use

- n Veteran's Park is estimated to use 750,000 gallons per day to irrigate playing fields when fully built-out
- n CIP project planned for FY-09 will cost \$2.3 million
  - .. Have issued RFQ to select design firm
  - .. Looking for best easement route from CCWWTP to VPAC
  - .. Expect to start construction Winter 2009
  - .. Hope to be complete for 2009 irrigation season
- n Parks Department is actively supportive
- n Request Council support this CIP project
- n Future CIP for Re-use water to City Center area (incl. Central Park and Cemetery) est. cost \$1.0 million and will save 325,000 gallons per day.



## 2. Conservation Water Rates

- n For Residential: Increase in price per unit of water as consumption increases
- n Shifts cost of service burden to customers putting burden on water system
  - When a water rate increase is required, recommend it be implemented by keeping our Residential base rate unchanged, as a “sustenance rate”
  - Those residential customers creating the high peak demand would then pay more for usage above the sustenance rate
- n Next slide shows samples of Residential conservation rates
- n Commercial rates remain flat (not graduated based on usage), but would have a separate rate for irrigation
- n Most businesses have irrigation meters already

## 2. Residential Conservation Rate Examples

	# of Rate Blocks	Cost / 1,000 gallons over base
Allen	4	\$2.36 - \$4.13
Austin	4	\$0.86 - \$6.42
Bastrop	6	\$1.54 - \$2.09
Brenham	4	\$3.53 - \$5.52
Carrollton	4	\$2.57 - \$3.77
College Station	1	\$2.22
Dallas	4	\$1.16 - \$3.40
El Paso	4	\$1.17 - \$4.68
Flower Mound	5	\$2.10 - \$3.57
Fort Worth	3	\$1.77 - \$2.90
Fredericksburg	10	\$1.63 - \$7.67
Frisco	3	\$2.28 - \$2.98
Garden Ridge	7	\$1.75 - \$6.75
Georgetown	4	\$2.25 - \$6.00

	# of Rate Blocks	Cost / 1,000 gallons over base
Grand Prairie	3	\$2.33 - \$3.50
Houston	8	\$3.05 - \$4.65
Kerrville	5	\$2.21 - \$4.88
Killeen	3	\$2.59 - \$3.09
Pflugerville	8	\$4.51 - \$5.14
Richardson	6	\$2.55 - \$3.51
Rosenberg	4	\$2.50 - \$2.72
San Antonio	4	\$0.878 - \$4.11
San Marcos	4	\$4.05 - \$5.62
Sugar Land	4	\$1.25 - \$1.71
Victoria	7	\$1.52 - \$2.55
Waco	4	\$2.42 - \$3.64
Wickson S.U.D	3	\$2.13 - \$4.00
Wellborn S.U.D.	4	\$2.65 - \$4.30

Percent Increase, Low to High: Min = 9%    Max = 647%    **Avg = 121%**



## 3. Water Loss Control

- n System-wide water utility audits required by Texas Water Development Board every five years
- n Effective tool in reducing unbilled or non-revenue water
- n Provides information on improving utility efficiency
- n Water Utility is already implementing this



## 4. Public Education

- n Currently reaching 7,000 customers/year through direct contact
- n Combining with recognizable programs such as Water IQ and Learning to be Water Wise increases impact
- n Increase in funding needed to reach wider customer base
- n Excellent support from City Public Communications Department



## 5. Landscape Water Management

- n No more “set it and forget it” for irrigation systems
- n Involve local landscape industry,  
Extension service in customer outreach
- n On-site audits and watering schedules can greatly reduce waste without impacting landscapes



# Recommendations

- n 1. Fund the Water Re-use CIP project for FY-09
- n 2. Adopt conservation water rates (120% Max)
  - .. Residential concept, phased in over 3 years:
    - n Keep base rate at \$2.22 per thousand up to 10,000 gallons per month
    - n Approx. \$2.88 for usage from 10,001 to 15,000 gallons per month
    - n Approx. \$3.54 for usage from 15,001 to 20,000 gallons per month
    - n Approx. \$4.20 for usage from 20,001 to 25,000 gallons per month
    - n Approx. \$4.86 for usage above 25,000 gallons per month
  - .. Commercial concept:
    - n Keep Flat Rate, not increasing based on usage
    - n Separate irrigation rate, with irrigation meters, start at \$3.54/thousand level
- n 3. Implement Water Loss Control (no additional cost)
- n 4. Improve public outreach and education on water issues
  - .. Increase funding from \$25,000/year to \$50,000/year
- n 5. Implement Landscape Water Management
  - .. Fund \$30,000/year for outreach efforts
- n Also, review Ordinances to ensure they are consistent with Conservation

**January 24, 2008  
Workshop Agenda Item 4  
Renewal Procedures**

**To:** Glenn Brown, City Manager

**From:** Jeff Kersten, Director of Fiscal Services

**Agenda Caption:** Presentation, possible action, and discussion regarding the City renewal procedures for annual contracts and other multi-year agreements.

**Recommendation(s):** Staff is requesting guidance on renewal procedures.

**Summary:** There have been several questions raised by Council over the last few months regarding the process for renewing our annual contracts. Staff will present the current procedure for determining when our agreements are renewed and/or rebid and ask for Council guidance if a change in process is necessary.

**Budget & Financial Summary:** There is no financial impact at this time.

**Attachments:** None

**January 24, 2008  
Workshop Agenda Item 5  
Items for Council Mini-Retreat**

**To:** Glenn Brown, City Manager

**From:** City Manager's Office

**Agenda Caption:** Presentation, possible action, and discussion regarding possible items to be discussed at the City Council's Mini-Retreat on March 5.

**Recommendation(s):** N/A

**Summary:** The City Council has scheduled a mini-retreat for March 5 to discuss various issues. Based on prior direction from Council and needs identified by staff, the items for the retreat are a visioning exercise, presentation of departmental strategic business plans, and a detailed follow-up on tasks identified at Council's 2007 strategic planning retreat.

**Budget & Financial Summary:** N/A

**Attachments:** N/A

**January 24, 2008  
Workshop Agenda Item 6  
Comprehensive Plan Update**

**To:** Glenn Brown, City Manager

**From:** Bob Cowell, AICP, Director of Planning and Development Services

**Agenda Caption:** Presentation, possible action, and discussion regarding an update on the status of the Comprehensive Plan update.

**Recommendation:** N/A

**Summary:** The purpose of this workshop item is to provide Council with a status report on the Comprehensive Plan update. To date the CPAC has completed the first phase of the update. This phase resulted in Council's adoption of a Vision Statement and concurrence with a set of working goal and policy statements. Since that time Council has approved a contract with Kendig Keast Collaborative (KKC) to conclude the comprehensive plan. Projected completion date is in late 2008/early 2009.

**Budget & Financial Summary:** N/A

**Attachments:**

1. Preliminary Phase II Comprehensive Plan Update Timeline

# College Station Comprehensive Plan



Activity	CPAC		Notes
	Meeting Date	Distribution	
Phase II Kickoff Meeting	11/8/2007	--	Schedule, data needs, logistics.
Draft Chapter 1- Introduction [CITY]	--	1/8/2008	Draft chapter for internal (KKC review memorandum) and CPAC review.
CPAC Meeting 1	1/15/2008	--	Agenda topics to be determined.
<i>Community character and urban form analysis</i>	--	2/13/2008	Interim deliverable toward eventual Chapter 2-Community Character.
Existing Conditions Report [CITY]	--	2/13/2008	Stand-alone report in support of the Comprehensive Plan document. Draft for internal (KKC/KHA/ESI review memorandum) and CPAC review.
CPAC Meeting 2	2/20/2008	--	Agenda topics to be determined.
<i>Urban design and community appearance sections</i>	--	3/11/2008	Interim deliverable toward eventual Chapter 2-Community Character.
<i>Land Use Plan background discussion</i>	--	3/11/2008	Interim deliverable toward eventual Chapter 2-Community Character.
<i>Preliminary outline of UDO and district issues</i>	--	3/11/2008	Interim deliverable toward eventual Chapter 2-Community Character.
CPAC Meeting 3	3/18/2008	--	Agenda topics to be determined.
<i>Unique Community Assets sections</i>	--	4/8/2008	Interim deliverable toward eventual Chapter 2-Community Character.
Draft Chapter 3- Neighborhood Integrity [CITY]	--	4/8/2008	Draft chapter for internal (KKC review memorandum) and CPAC review.
<i>Parks Master Plan summary content</i>	Apr 2008	Draft Chapter 5	Parks, Art & Leisure. Also KKC review memorandum on revised Parks Master Plan.
CPAC Meeting 4	4/15/2008	--	Agenda topics to be determined.
Draft Chapter 4-Economic Development		May 2008	Draft chapter for staff and CPAC review.
<i>Measures of effectiveness charts/tables</i>	--	5/13/2008	Interim deliverable toward eventual Chapter 6-Transportation.
Draft Chapter 2- Community Character	--	5/13/2008	Draft chapter for staff and CPAC review.
CPAC Meeting 5	5/20/2008	--	Agenda topics to be determined.
<i>Greenways Master Plan summary content/outline</i>	--	6/10/2008	Interim deliverable toward eventual Chapter 5-Parks, Art & Leisure.
<i>Arts issues/strategies outline</i>	5/27/2008	6/10/2008	Interim deliverable toward eventual Chapter 5-Parks, Art & Leisure.
<i>Context Sensitive Solutions policy guidelines</i>	5/27/2008	6/10/2008	Interim deliverable toward eventual Chapter 6-Transportation.
Draft Chapter 5-Parks, Art & Leisure [JOINT]	3 weeks prior	Jun 2008	Draft chapter for staff and CPAC review.
CPAC Meeting 6	6/17/2008	--	Agenda topics to be determined.

# College Station Comprehensive Plan



Activity	Meeting Date	CPAC Distribution	Notes
Summary content from utility master plans (existing capacity, projected needs)	--	7/8/2008	Interim deliverable toward eventual Chapter 8-Growth Management & Capacity.
Context Sensitive Solutions design guidelines	6/24/2008	7/8/2008	Interim deliverable toward eventual Chapter 6-Transportation.
CPAC Meeting 7	7/15/2008	--	Agenda topics to be determined.
City Council Midpoint Briefing	Jul 2008	--	Status report to and interim input from City Council.
Draft Chapter 6-Transportation	--	8/12/2008	Draft chapter for staff and CPAC review.
CPAC Meeting 8	8/19/2008	--	Agenda topics to be determined.
Draft Chapter 7-Municipal Services & Community Facilities [CITY]	--	9/9/2008	Draft chapter for internal (KKC review memorandum) and CPAC review.
CPAC Meeting 9	9/16/2008	--	Agenda topics to be determined.
Draft Chapter 8-Growth Management & Capacity	--	Oct 2008	Draft chapter for staff and CPAC review.
CPAC Meeting 10	Oct 2008	--	Agenda topics to be determined.
Draft Chapter 9-Implementation & Administration	--	Nov 2008	Draft chapter for staff and CPAC review.
CPAC Meeting 11	Nov 2008	--	Agenda topics to be determined.
Open House Materials	--	--	1-2 page summaries of each plan chapter, other display items, plan overview PowerPoint.
Community Open House	Jan 2009	--	Community input and feedback on overall draft Comprehensive Plan.
Community Feedback on Draft Plan	--	--	Memorandum for staff, Planning & Zoning Commission, and City Council.
CPAC Meeting 12	Feb 2009	--	Agenda topics to be determined.
Joint Workshop Materials	--	--	Poster sheets with key plan actions for prioritization exercise.
Joint Workshop of City Council and Planning & Zoning Commission	Mar 2009	--	Overview of draft plan, implementation considerations, and prioritization exercise.
PowerPoint presentation for City Council Public Hearing	--	--	With staff input for joint presentation.
City Council Public Hearing	Apr 2009	--	Final public comment and City Council consideration of plan adoption.

# College Station Comprehensive Plan



Activity	CPAC		Notes
	Meeting Date	Distribution	
Final Adopted Comprehensive Plan	--	--	30 printed copies of final adopted plan document. Also all electronic files associated with the project, plus release of the SAVES software for ongoing use by the City (with an on-site training date to be arranged).

NOTE: Texas A&M University 2008 Spring Break is March 10-14.

City Council regular meetings are on the 2nd and 4th Thursdays at 7:00 PM.

Planning & Zoning Commission regular meetings are on the 1st and 3rd Thursdays at 7:00 PM.

Parks & Recreation Advisory Board regular meetings are on the 2nd Tuesday at 7:00 PM.

**January 24, 2008  
Workshop Agenda Item 7  
Water/Wastewater Master Plans**

**To:** Glenn Brown, City Manager

**From:** David Coleman, Director of Water Services

**Agenda Caption:** Presentation, possible action, and discussion to award Contract 08-099 to HDR Engineers, Inc. in the amount of \$203,300 to update the water and wastewater system master plans.

**Recommendation:** Staff recommends Council approve this contract.

**Summary:** In August 2007, City Council approved an SLA for the Water Services Department to update the Water and Wastewater Master Plans, which are both over ten years old. These master plans need to be updated to ensure our systems are in compliance with TCEQ regulations, to schedule rehabilitation projects, and to identify improvements to the system to accommodate new demands. The land use data that will be used to develop the W/WW master plans will be taken from the updated land uses in the Comprehensive Plan, which will be completed by Kendig-Keast Collaborative in June 2008. This coordination of Utility plans with Comprehensive Plan is necessary to ensure the City is able to provide adequate water and wastewater service to developing, and redeveloping, areas in our CCN.

The water study includes evaluation of alternative water supply sources to meet future demands. This consultant, HDR, is presently finishing up a study of future water demands that will be used as a starting point for the master plan updates. The wastewater study includes evaluation of the wastewater system demands through the year 2018, an analysis of the current treatment capacity, and sludge processing alternatives to meet future demands. These investigations will help the City optimize the treatment capacity of the existing treatment facilities and determine the need for expansion to both treatment plants.

Also, the master plan updates include the collection of capital costs required over the next 10 years, which will be in the proper format to be used in an Impact Fee study. If City Council decides to consider implementation of a City-wide Impact Fee for W/WW, then we will have the capital cost data ready for an Impact Fee study.

A Contract Review Committee (CRC) meeting was held on January 4, 2008 to evaluate and discuss comments and changes to the City's standard contract proposed by the consultant. Some minor comments were accepted, resulting minor changes to the standard contract.

**Budget & Financial Summary:** Funds in the amount of \$150,000 were included in the FY08 Water and Wastewater budgets (\$75,000 each) for the completion of these master plans. The cost of this contract is \$53,300 more than the amount budgeted. The department anticipates being able to absorb this overage within the professional services line items of each division's operations and maintenance budget.

**Attachments:**  
Contract

# CONSULTANT CONTRACT

This Contract is by and between the **City of College Station**, a Texas Municipal Home-Rule Corporation (the "City") and HDR Engineering, Inc., a Texas Corporation (the "Contractor"), whereby Contractor agrees to perform and the City agrees to pay for the work described herein.

## ARTICLE 1

1.01 This Contract is for Water System Master Plan and Wastewater System Investigations (the "Project"). The scope and details of the work to be provided to the City by Contractor are set forth in **Exhibit "A"** to this Contract and are incorporated as though fully set forth herein by reference. Contractor agrees to perform or cause the performance of all the work described in **Exhibit "A."**

1.02 Contractor agrees to perform the work described in **Exhibit "A"** hereto and the City agrees to pay Contractor a fee based on the rates set forth in **Exhibit "B"** to this Contract for the services performed by Contractor. The invoices shall be submitted to the City following the 15th day and the last day of each month. The payment terms are net payable **within** thirty (30) calendar days of the City's receipt of the invoice. Upon termination of this Contract, payments under this paragraph shall cease, provided, however, that Contractor shall be entitled to payments for work performed in accordance with this Contract before the date of termination and for which Contractor has not yet been paid.

1.03 The total amount of payment, including reimbursements, by the City to Contractor for all services to be performed under this Contract may not, under any circumstances, exceed **Two Hundred and Three Thousand and Three Hundred and No/100 Dollars (\$203,300.00).**

1.04 The City may from time to time request changes in the scope and focus of the activities, investigations, and studies conducted or to be conducted by Contractor pursuant to this Contract, provided, however, that any such change that in the opinion of Contractor, the City Manager, or the City's Project Manager varies significantly from the scope of the work set out herein and would entail an increase in cost or expense to the City shall be mutually **agreed** upon in advance in writing by Contractor and the City's Project Manager.

1.05 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 1.03 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.

1.06 Except as provided in Article VI hereinbelow, the Contractor shall complete all of the work described in Exhibit "A" by the dates set forth below.

Water System Master Plan - 135 working days. Wastewater System Investigations - 180 working days

1.07 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.

1.08 Contractor promises to work closely with the City Manager or his designee (the "Project Manager") or other appropriate City officials. Contractor agrees to perform any and all Project-related tasks reasonably required of it by the City in order to fulfill the purposes of the work to be performed. The work of Contractor under this Contract may be authorized by the Project Manager in various phases as set forth in **Exhibit "A."**

**1.09** In all activities or services performed hereunder, the Contractor is an independent contractor and not an agent or employee of the City. The Contractor, as an independent contractor, shall be responsible for the final product contemplated under this Agreement. Except for materials furnished by the City, the Contractor shall supply all materials, equipment and labor required for the execution of the work on the Project. The Contractor shall have ultimate control over the execution of the work under this Contract. The Contractor shall have the sole obligation to employ, direct, control, supervise, manage, discharge, and compensate all of its employees and subcontractors, and the City shall have no control of or supervision over the employees of the Contractor or any of the Contractor's subcontractors except to the limited extent provided for in this Contract. Contractor shall be liable for any misrepresentations. Any negotiations by the Contractor on the City's behalf are binding on the City only when within the scope of work contained herein and approved by the City.

## ARTICLE II

2.01 The City shall direct Contractor to commence work on the Project by sending Contractor a "letter of authorization" to begin work on the Project.

**2.02** Upon receipt of the letter of authorization to begin work on the implementation of the Project, Contractor shall meet with the City for the purpose of determining the nature of the Project, including but not limited to the following: meeting with the City's staff to coordinate Project goals, schedules, and deadlines; coordinating data collection; briefing the City's

management staff; documenting study assumptions and methodologies; devising the format for any interim reports and the final report to the City.

2.03 Contractor shall consult with the City and may, in some limited circumstances, act as the City's representative, but it is understood and agreed by the parties that for all purposes related to this Contract, Contractor shall be an independent contractor at all times and is not to be considered either an agent or an employee of the City.

### ARTICLE III

3.01 As an experienced and qualified professional, Contractor warrants that the information provided by Contractor reflects professional and industry standards, procedures, and performances. Contractor warrants the design, preparation of drawings, the designation or selection of materials and equipment, the selection and supervision of personnel, the fitness and operation of its recommendations, and the performance of other services under this Contract, pursuant to the standard of performance in the profession. Contractor warrants that it will exercise diligence and due care and perform in a good and workmanlike manner all of the services pursuant to this Contract. Approval or acceptance by the City of any of Contractor's work product under this Contract shall not constitute, or be deemed, a release of the responsibility and liability of Contractor, its employees, agents, or associates for the exercise of skill and diligence necessary to fulfill Contractor's responsibilities under this Contract. Nor shall the City's approval or acceptance be deemed to be the assumption of responsibility by the City for any defect or error in the Project's work products prepared by Contractor, its employees, associates, agents, or subcontractors.

3.02 Contractor shall keep the City informed of the progress of the work and shall guard against any defects or deficiencies in its work.

3.03 Contractor shall be responsible for using due diligence to correct errors, deficiencies or unacceptable work product. Contractor shall, at no cost to the City, remedy any errors, deficiencies or any work product found unacceptable, in the City's sole discretion, as soon as possible, but no longer than fifteen (15) calendar days after receiving notice of said errors, deficiencies or unacceptable work product.

3.04 Contractor's work product shall be the exclusive property of the City. Upon completion or termination of this Contract, Contractor shall promptly deliver to the City all records, notes, data, memorandum, models, and equipment of any nature that are within Contractor's possession or control and that are the City's property or relate to the City or its business.

### ARTICLE IV

**4.01** 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 "Indemnatee"), from and against any and all claims, losses, damages, causes of action, suits, judgments, settlements made by Indemnatee, 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.

**4.02** 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 **4.01**, 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.

**4.03** 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, hut 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 V**  
**Insurance**

5.00 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 VI**

6.01 At any time, the City may terminate the Project for convenience, in writing. At such time, the City shall notify Contractor, in writing, who shall cease work immediately. Contractor shall be compensated for the **services** performed. In the event that the City terminates this Contract for convenience, the City shall pay Contractor for the services performed and expenses incurred prior to the date of termination.

6.02 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 or because of any breach of contract 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 VII**

7.01 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.

7.02 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:  
City of College Station  
Attn: Charles R. Gilman, Jr.  
P.O. Box 9960  
College Station, Texas 77842

Contractor:  
HDR Engineering, Inc.  
Attn: Darren C. Strozewski, P.E.  
4401 West Gate Blvd, Suite 400  
Austin, TX 78745

7.03. Contractor, its employees, associates or subcontractors shall **perform** all the work **hereunder**. Contractor agrees that all of its associates, employees, or subcontractors who work on this Project shall be fully qualified and competent to do the work described hereunder. Contractor shall undertake the work and complete it in a timely manner.

7.04 The Contractor shall comply with all applicable federal, state, and local statutes, regulations, ordinances, and other laws, including but not limited to the Immigration Reform and Control Act (IRCA). The Contractor may not knowingly obtain the labor or **services** of an unauthorized alien. **The Contractor**, not the City, must verify eligibility for employment as required by IRCA.

7.05 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.

7.06 This Contract and all rights and obligations contained herein may not be assigned by Contractor without the prior written approval of the City.

7.07 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.

7.08 This Contract represents the entire and integrated agreement between the City and 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.

7.09 The parties acknowledge that they have read, understood, and **intend** to be bound by the terms and conditions of this Contract.

7.10 This Contract will be effective when signed by the last party whose signing makes the Contract fully executed.

**HDR Engineering, Inc**

**CITY OF COLLEGE STATION**

By:   
Printed Name: NEIL A. GRAFF, PE  
Title: SENIOR VICE PRESIDENT  
Date: 1/9/2008

By: \_\_\_\_\_  
Mayor  
Date: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
City Secretary

\_\_\_\_\_  
Date

APPROVED:

\_\_\_\_\_  
City Manager

\_\_\_\_\_  
Date

*Angela M. DeLuca*  
\_\_\_\_\_  
City Attorney

\_\_\_\_\_  
Date

\_\_\_\_\_  
Chief Financial Officer

\_\_\_\_\_  
Date

## Exhibit "A"

### Water System Master Plan

#### Task 1.0 – Project Coordination/Kickoff and Quality Assurance/Quality Control (QA/QC)

**Fee (Lump Sum): \$4,200**

##### **Objective:**

HDR will perform project management as part of this task. This effort will include coordination with City staff to monitor deliverables and project status as well as ensure timely receipt of information that will be required from the City. In addition, HDR will organize and attend a kickoff meeting with the City's project team to formally identify the City's objectives for this project. HDR will discuss the proposed project plan to ensure it will meet the objectives identified by the City. HDR will also develop a Project Guide for use by all participants and implement an ongoing QNQC program for Master Planning efforts.

##### **Work Tasks:**

- 1.1 Coordinate work efforts with City and within HDR throughout the duration of the project.
- 1.2 Develop Project Guide and distribute one electronic and two hard copies to City.
  - 1.2.1 The purpose of the project guide is to develop a project coordination and management approach at the beginning of the project to establish protocol, management, and reporting methods that are to be followed during the course of work.
  - 1.2.2 HDR will prepare a Project Guide that is a working document for the project team that documents project coordination, management, communication, schedule, QNQC procedures, invoicing and reporting, scope of work, and other project items. The Project Guide will be distributed to the City and project team members.
  - 1.2.3 *Project Organization and Communications Plan:* HDR will develop an overall organization plan. The plan will delineate the roles and responsibilities of HDR staff members as well as the staff members of subconsultants. A communication plan will be included to establish the protocol between HDR, City, regulatory agencies, and subconsultants. The organization plan will be included in the Project Guide.
  - 1.2.4 *Project Documentation:* HDR will establish a document control system for the project. Communications related to the project, including progress reports, memoranda, letters, and meeting minutes will be placed in project files. The project filing system will be contained in the Project Guide.
- 1.3 Develop project schedule with milestone dates.
- 1.4 Schedule and lead the project kickoff meeting.

- 1.5 Schedule meeting with Operators to identify operational and maintenance concerns that they observe in working with the system. Obtain Operator identified maintenance and rehabilitation projects.
  - 1.6 Schedule and attend meetings with City project team.
  - 1.7 Implement and administer internal QA/QC procedures.
- 1.8 Jointly review/critique all project deliverables and presentations.

***Deliverables:***

- Two hard copies of Project Guide and one electronic copy on compact disk, including project schedule.

***Task 2.0 –TCEQ Analysis of Existing and Proposed System Model***

**Fee (Lump Sum): \$28,500**

***Objective:***

Using the City water model and Year 2005 or 2006 demands, **UDR** will execute the model to evaluate the existing system against TCEQ system requirements. The analysis will focus on pressure maintenance under normal conditions, under fire flow conditions, and evaluate system capacities including mains, pumping units, and storage facilities during both average and peak demand periods. The objective of the analysis will be to identify key infrastructure items in the system that do not meet TCEQ standards. This same analysis will be conducted for the proposed water system to identify key infrastructure items (i.e. additional elevated storage, pumping stations, etc.) that will be needed to serve the area within the limits of the proposed water CCN.

***Work Tasks:***

- 2.1 Utilizing the analysis of historical daily production data already completed by **HDR**, **HDR** will apply average and peak day flow rates with applicable factors (multipliers) to the demand node dataset. **HDR**, in coordination with the City, has developed a series of projected peak day factors that reflect the City's intentions to reduce peak day demands, as stated in the City's Water Conservation Plan. **HDR** will confer with the City as to which projected peak day factor the City wishes to utilize for system planning.
- 2.2 Evaluate existing system against TCEQ requirements and make recommendations to remedy issues found.
- 2.3 Evaluate proposed system against TCEQ requirements and make recommendations to remedy issues found.
- 2.4 Prepare opinion of probable construction cost for the improvements identified from tasks 2.2 and 2.3 and which are needed between 2008 and 2018. Costs of construction will not be prepared for the water CCN build-out. These costs will be included by year in the CIP list in accordance with item 3.8.

- 2.5 Evaluate a separate pressure plane area to serve Pebble Creek and any other areas which appear to be candidates for separate pressure planes.
- 2.6 Prepare **draft** technical memorandum summarizing results with opinion of probable construction cost. Meet with City staff to present results. City will select the identified improvements to include in future modeling efforts and provide guidance as to the anticipated timing of construction.
- 2.7 Prepare final memorandum.
- 2.8 Provide electronic copies of calculations.

**Deliverables:**

- Technical memorandum summarizing the analysis of TCEQ requirements including electronic copies of calculations/spreadsheets on a CD.

**Task 3.0 –Develop Water System Master Plan**

Fee (Lump Sum): **\$48,500**

**Objective:**

HDR will develop a Water System Master Plan based on future demand projections and projected growth trends. The master plan will target years between **2008** and **2018**; and system build-out within the limits of the CCN (existing limits and proposed CCN annexations). HDR understands that several CCN annexations are imminent and will add approximately **3,500** acres to the water CCN. HDR also understands that these CCNs are the last CCN additions planned by the City within the **2018** master plan timeframe and for the foreseeable future beyond **2018**.

As part of previous work, HDR has developed water demand projections for much of the planned CCN expansion. HDR will meet with the City staff to obtain concurrence for the CCN system build-out and to refine expected land use classifications and zoning information. Using this information, HDR will generate the water demand projections for the years from **2008** through **2018**. As part of this task, the City will review the final assumptions for compatibility with its expectations regarding the areas of likely growth and assumptions regarding future water supply locations. The master plan will then identify the locations and sizes of the facilities needed to meet the anticipated future growth for each milestone year, as well as at ultimate CCN system build-out. HDR will then develop opinion of probable construction costs and a map displaying the demand nodes and distribution system infrastructure required through the **2018** planning period.

### **Work Tasks:**

- 3.1 HDR will utilize the existing projected water demands for the future CCN areas that HDR developed based on projected land use information and expected future growth patterns, development densities, and zoning.
- 3.2 HDR will confer with City staff and estimate at which milestone years incremental stages of development will occur and will estimate water demands based on these projections.
- 3.3 For the future development areas, HDR will delineate the proposed development areas into service areas **and/or** pressure planes. The service areas will be divided based on engineering feasibility, any existing or planned facilities, and other factors such as topography, routes, roads, streams, etc. HDR will utilize the previously developed demand nodes.
- 3.4 Utilizing input from City staff, HDR will define general pipeline route locations in the proposed development areas and designate the locations of the demand nodes that will represent the future demands for each milestone year. Determine the estimated service area for each future demand node. Based on the estimated service area and the water demand projections developed in Tasks 3.2 and 3.3, assign future peak day flow rates to each of the demand nodes.
- 3.5 Determine the parameters for the CCN system build-out model. HDR will develop input points and estimated quantities for potential future supply sources. HDR will then review the future supply sources with the City staff and obtain concurrence on up to two Ultimate System scenarios before modeling proceeds.
- 3.6 Incorporate the nodal demands developed in Task 3.5 into the water model for each milestone year. Execute each model to identify the required infrastructure improvements necessary to meet the future demands.
- 3.7 Prepare opinion of probable construction cost for the improvements identified from 2008 to 2018 improvements. Costs of construction will not be prepared for the CCN system build-out **model(s)**.
- 3.8 Capital improvement project list will be organized as stated below for use in updating the Impact Fee Analysis and Rates. HDR has not included any effort in this proposal for supporting the impact fee analysis by others which often includes: coordination meetings, assignment of capital costs directly relating to new capacity, review of project incorporation into financial analysis, and **council/planning** and zoning committee meetings.

### **Deliverables:**

- ❑ Prepare a map of the distribution system infrastructure for each milestone year (including the CCN system build-out).
- ❑ Future water planning **models** for the projected milestone years from 2008 through 2018, and CCN build-out systems (hardcopy).
- ❑ Electronic copy of water master plan shape files for uploading to City's **GIS** system.

- Capital Improvement Project List: Opinion of probable construction cost of the infrastructure improvements required for milestone years from **2008** through **2018** including maintenance and rehabilitation projects; system capacity increase projects; and additional main lines required.

***Task 4.0 – Presentation of Results and Preparation of Report***

**Fee (Lump Sum): \$28,400**

***Objective:***

HDR will develop a Final Water System Master Plan Report that documents the work efforts described in Task 2 and 3.

***Work Tasks:***

- 4.1** Prepare five copies of a Draft Executive Summary of the Water System Master Plan that will include a summary of the project, mapping of the proposed improvements through **2018**, and an opinion of probable construction cost for these projects. A CCN system build-out map will also be prepared showing required infrastructure improvements.
- 4.2** Meet with City staff in a work session to present the Draft results in a power point presentation.
- 4.3** Prepare five copies of the Draft Water System Master Plan Report and submit to City for review. The full report will include the following:
  - Description of the project approach, analysis, and results as well as copies of the technical memorandums.
  - Color-coded map of the existing water system with the improvements required for each milestone year between **2008** and **2018**; and another color-code to indicate lines needed for CCN system build-out.
  - Copies of electronic computer files for the input and output for each water model, demand spreadsheets, and **GIS** project files.
  - Capital Improvements Plan divided by milestone year with opinion of probably construction costs.
- 4.4** Upon review by the City, consider City's comments and finalize the Draft Water System Master Plan Report.
- 4.5** Present Finalized Waster Master Plan report findings to City Council in a power point presentation.
- 4.6** Prepare camera ready copy of the Final Report and the Water System Master Plan Maps for the City's use in producing additional copies as needed.

***Deliverables:***

- ❑ Five (5) draft copies of the Water System Master Plan Report.
- ❑ Ten (10) final copies of the Water System Master Plan Report.
- ❑ Camera ready copy of the final report and the Water System Master Plan maps.
- ❑ Electronic copy of the final report on compact disk.
- ❑ Return City copy of the water modeling software and license documentation.
- ❑ Power point presentation of draft findings to City staff.
- ❑ Power point presentation of final findings to City Council.

***Task 5.0 – Evaluate Water Supply Options***

Fee (Lump Sum): \$27,300

***Objective:***

The City is considering several alternatives for increasing water production (water supply), including:

1. Additional Simsboro Aquifer wells
2. Shallow wells
  - a. **Sparta** Aquifer
  - b. Queen City Aquifer
  - c. **Carrizo** Aquifer
3. Brackish groundwater wells (from Simsboro)
4. Direct potable reuse of wastewater effluent
5. Direct non-potable reuse of wastewater effluent
6. Surface water
  - a. New reservoirs
  - b. Purchase from **Brazos** River Authority

***Work Tasks:***

- 5.1 HDR is in the process of completing preliminary analyses (water availability and planning-level costs) for all of the above options except direct potable reuse of wastewater effluent. HDR will take this information, develop new information where it is missing from the current analyses (direct potable and non-potable reuse), and evaluate the feasibility of each option. Information from the 2006 **Brazos** G Regional Water Plan will be used to assess direct non-potable reuse, updated as necessary to conform to the requirements of this study. Project feasibility will be determined based upon costs, supply developed, regulatory issues, and technical complexity.
- 5.2 HDR and the City will jointly rank the options in order of preference that the City should pursue for new water supply.

***Deliverables:***

- Stand-alone technical memorandum to the City stating recommendations concerning each potential new source of supply. This memorandum also will be included as an appendix in the Water Master Plan Report (Task 6).

***Task 6.0 – Evaluate Comprehensive Land Use Projection Update's impact to Water Master Plan***

**Fee (Lump Sum): \$7,200**

***Objective:***

The land uses within the City's existing and proposed water CCN will soon be updated to reflect projected land uses and densities. This work will be completed by **Kendig-Keast Collaborative** in August 2008 as part of the Comprehensive Land Use Projection Update. HDR will provide a review of this update to determine if the water master plan recommendations could be impacted and thereby, require re-evaluation of the system. Re-analyzing system models and recalculating **capital** improvement project costs are not included. If re-analysis of the system is needed, the City and HDR will negotiate additional scope and fee for this work.

***Work Tasks:***

- 6.1 Meet with City to obtain a **GIS** copy of updated land use parcels and report including the ESFC counts per parcel.
- 6.2 Conduct a **GIS** analysis of the two data sets (original and updated). A color coded map will be produced for each type of land use contained in the original and updated databases. Each map will present the original and updated locations of the land uses. A qualitative analysis of these maps will be conducted to support subjective recommendations.
- 6.3 HDR will calculate the total system's water demands using the total ESFC counts between the two land use databases. This macro level calculation will provide an order of magnitude answer regarding the level of change.

***Deliverables:***

- Stand-alone technical memorandum to the City stating recommendations concerning re-analyzing **portion(s)** of the water master plan.

## Wastewater System Investigations

### ***Task 1.0 – Project Coordination/Kickoff and Quality Assurance/Quality Control (QA/QC)***

Reference Task 1.0 under Water System Master Plan for the Objectives, Work Tasks, and Deliverables to be performed as part of the tasks outlined under Wastewater System Investigations. Tasks under Wastewater System Investigations will be compiled into a report titled Wastewater System Investigations. Technical memorandums for these tasks will be included as individual sections of the report in their finalized form.

### ***Task 2.0 – Wastewater System Projected Demands through 2018***

Fee (Lump Sum): \$23,500

#### Objective:

The City is projected to grow by approximately 27,000 people from 2008 to 2018. This could represent an additional wastewater demand of 2.0 to 2.7 million gallons per day (MGD). Additional wastewater demands may exceed even these values by providing service to areas within the limits of the City's ETJ, but outside its City limits, via the City acting as a Regional wastewater service provider. It is understood that the City's two existing plant capacities are 9.5 MGD and 2.0 MGD. The new wastewater demand locations within the respective service areas is important to ascertain, so that if plant capacity expansion(s) are determined to be needed, the correct plant can be expanded by the correct capacity.

The two wastewater treatment plant (WWTP) service areas will be defined to include all undeveloped land within the existing and proposed **wastewater CCN** limits. The wastewater CCN limits is understood to be defined as the extraterritorial jurisdiction (ETJ) for the City which extends beyond the limits of the proposed water CCN. The information previously developed (i.e. water demand projections within the limits of the currently zoned land uses which extends beyond the water CCN but not to the ETJ) will be utilized to develop wastewater demand projections for the City's two WWTPs. These water demands will be converted into equivalent single family connections (ESFC) in order to estimate wastewater demands from each developed or **undeveloped** land parcel. For land located between the limits of the **proposed** water CCN and wastewater CCN, **HDR** will develop land use assignments and associated parcel shapes, in consultation with the City, for acreages which are anticipated to ultimately be serviced by one of the two wastewater treatment plants. **ESFCs** will be assigned to these acreages based on predetermined values according to the anticipated land uses. These demands will be presented on a graph along with other information including existing plant capacities, historical plant flows, critical path milestones (i.e. TCEQ 75% and 90% capacity action dates), and implementation schedules. From this effort, the City will be able to evaluate if additional study of plant capacities **and/or** expansion options are required beyond those outlined in Task 3.0 below. It should be noted that efforts described in Task 2.0 and 3.0 can be coordinated with a future wastewater system master plan so that all the system components (i.e. plant capacities, sewer lines, and lift stations) are utilized at the highest level of efficiency for the lowest capital costs.

#### ***Work Tasks:***

- 2.1 Coordinate with City staff to obtain the ESFC per acre value for all land use types.

- 2.2 Convert water demand projections within the limits of the currently zoned land uses into an Equivalent Single Family Connection (ESFC) basis.
- 2.3 **HDR** will utilize **GIS** to overlay topographic contours on top of the City's existing and proposed wastewater CCN limits; and wastewater collection system. Contours will be at 5 to 10 ft intervals. **HDR** will then define the service area limits for the two wastewater treatment plants and review these limits with the City against its existing wastewater subbasins.
- 2.4 Analyze the following electronic data from the past 5 years: daily wastewater treatment plant flows from each plant; address list of wastewater customers; and total wastewater connections by month obtained from the City.
- 2.5 **HDR** will cross reference the wastewater address list with the water address list to verify **geo-referenced** ESFC assignments to parcels. Undeveloped parcels will also be **geo-referenced** by service area with their corresponding ESFC assignments. The **ESFCs** will then be summed using **GIS** for each service area.
- 2.6 **HDR** will develop the following values from the City's historical data for use in projecting the anticipated wastewater flows: flow per ESFC for the two service areas, flow per ESFC for the overall system; dry weather peaking factor for two service areas; and wet weather peaking factor for the two service areas.
- 2.7 The summed **ESFCs** will be converted into wastewater demand by service area to establish their respective ultimate required wastewater plant capacities. The anticipated flow for each year through 2018 will be presented in a **Demand/Capacity** Graph for each service area along with existing plant capacities, historical plant flows, critical path milestones (i.e. TCEQ 75% and 90% capacity action dates), and implementation schedules. These projected flows will take into consideration the anticipated growth rate and growth corridor locations. If applicable, the implementation schedules will include timelines for items such as permitting, preliminary engineering, design, and construction so the City can determine dates for any applicable actions.
- 2.8 Evaluate Comprehensive Land Use Projection Update's impact to Wastewater System Projected Demands through 2018: **HDR** will make a recommendation to the City based on the results of evaluating the Water System Master Plan, Task 6.0. **HDR's** experience is that if significant changes occur in the water system requiring it to be re-analyzed. Then the wastewater system most often will need re-analysis as well. If re-analysis of the wastewater tasks are needed, the City and **HDR** will negotiate additional scope and fee for this work.

***Deliverables:***

- Demand/Capacity** Graph for the City's two wastewater service areas.
- Technical memorandum with summary of calculations and findings.

***Task 3.0 – Wastewater Treatment Plant Capacity Expansion Alternatives; and Sludge Process Alternatives Analysis***

Fee (Lump Sum): \$25,000

## **Objective:**

The City anticipates that an increase in wastewater treatment plant capacity will be required to accommodate the increased wastewater demand projections described in Task 2.0. Plant expansions may be required at one or both existing WWTPs depending on the results of the analysis conducted in Task 2.0. Thus, the two existing WWTPs will be evaluated at a conceptual **planning** level to **determine** their existing capacity under current regulations. A macro level overview of potential expansion options will be presented in one-line schematic diagrams as part of the technical memorandum. A future more detailed study is anticipated to further develop desirable options, process modifications, and facility components outlined as part of this study. Plant stress testing or detailed process **modeling/analysis** is specifically excluded from this scope. The following items will be analyzed:

1. Calculate the rated capacity of each WWTP according to current TCEQ criteria under the existing process configuration.
2. Evaluate expansion of each WWTP to obtain additional capacity through 2018 using the existing sludge processing methods on each site. Additional basins or facilities for wastewater treatment; and sludge processing capacity (matching existing type) will be identified. This evaluation will include generalized modifications to existing sludge processing methods to mitigate or eliminate odor complaints due to processing sludge on the sites.
3. Evaluate reconfiguration and expansion of each WWTP to obtain additional capacity through 2018 by removing the existing sludge processing from each site and relocating it to a central processing facility. Existing sludge facilities will be considered for re-use in providing additional wastewater treatment capacity. Additional basins or facilities for wastewater treatment capacity will be identified. This portion of the evaluation will exclude all sludge processing improvements to meet current or projected wastewater demands. Generalized modifications for facilities and costs for this will be included in the below items.

In conjunction with the above, the City desires to evaluate its sludge treatment (Class A solids) and disposal options to cost affectively manage its increasing sludge volume due to growth in the City and eliminate odor complaints. This may include wholesale replacement of existing sludge processing methods. Thus, alternate methods will be evaluated at a conceptual planning level to replace the existing sludge processing methods used at the **WWTPs**. A macro level overview of potential options will be presented in one-line schematic diagrams as part of the technical memorandum. A future more detailed study is anticipated to further develop these generalized options. At that time, detailed process modifications and new facility components will be outlined. The schematics to be developed include:

1. At each WWTP site, evaluate waste activated sludge (WAS) processing via removing from secondary clarifiers and going straight to a dewatering facility (i.e. beltpress, centrifuge, etc.) with sludge cake disposal at a landfill.
2. At each WWTP site, evaluate WAS processing via removing from secondary clarifiers and going straight to a dewatering facility with sludge cake incorporated into a composting operation located on a concrete pad under a covered building. Composted material will be assumed to be given away free of charge to the public for this evaluation.
3. At each WWTP site, evaluate WAS processing via removing from secondary clarifiers and going straight to a dewatering facility with sludge cake incorporated into a

- composting operation utilizing concrete composting bins inside a totally enclosed building including odor control. Composted material will be assumed to be given away free of charge to the public for this evaluation.
4. At a new central sludge processing site, primary sludge from influent clarifiers and WAS will be pumped from the two WWTPs to this site. Potential components of this site could include a sludge holding basin, dewatering equipment, composting facility, and small WWTP (to treat centrate from dewatering and composting operations). This evaluation will consider the use of anaerobic digesters to produce and capture methane as an energy source to power on-site equipment. Potential site locations will not be identified as part of this scope of work.
  5. At one of the two existing WWTPs, consider expanding the site to include a centralized sludge processing facility. This option would be very similar to the previous item with primary sludge and WAS pumped from the two WWTPs to this facility. Potential components of this site could include a sludge holding basin, dewatering equipment, and composting facility. Treatment of centrate and composting wastewater will be processed by the existing WWTP. This evaluation will consider the use of anaerobic digesters to produce and capture methane as an energy source to power on-site equipment.

### ***Work Tasks:***

The following work tasks are in addition to those efforts listed above which were not explicitly cited in the description of task objectives.

- 3.1 Obtain copies of the following items for both WWTP sites: TPDES wastewater discharge permits and as-built construction drawings for all plant projects on each site.
- 3.2 Conduct site visit to each WWTP site.
- 3.3 Perform conceptual planning level opinion of probable construction cost for each of the above capacity expansion and sludge processing options.
- 3.4 Use typical sludge hauling and landfill costs for disposal of sludge cake.
- 3.5 Include odor control provisions in each of the sludge processing options.
- 3.6 The City of Bryan will not be contacted as part of this sludge processing analysis. If results of this study prove favorable and the City of College Station elects, the two Cities may jointly consider pursuing a regional sludge processing facility study.
- 3.7 HDR will complete preliminary analyses of items outlined in Tasks 2.0 prior to initiating Task 3.0. HDR will take City information, develop new information where it is missing from the current analyses, and evaluate the above items.
- 3.8 Upon review by the City, consider City's comments and finalize the Draft Technical Memorandum.

### ***Deliverables:***

- A table summarizing the opinion of probable construction cost for each of the above capacity expansion and sludge processing options.
- Electronic copy of background data and spreadsheets used in findings.
- Draft of technical memorandum to City staff.
- Finalized technical memorandum to the City stating recommendations.

## ***Task 4.0 – Wastewater System Rehabilitation Capital Improvement Project List***

**Fee (Lump Sum): \$10,700**

### ***Objective:***

The City's existing collection system is comprised of several different pipe materials which have been installed during the systems growth. Clay pipe accounts for approximately 42% of the 1.5 million linear feet in the collection system. This pipe material typically represents the oldest pipe and thereby likely the greatest contributor of infiltration. HDR understands that the City desires to undertake a rehabilitation program to repair or replace high infiltration sections of pipe. We also understand that a priority list of sewer lines has previously been developed with associated construction costs. These project priorities and opinion of probable construction costs need to be reviewed and updated based on City field operations staff system knowledge.

After meeting with City operations staff, HDR will update the list of projects for implementation as a capital improvement project program for 2008 through 2018. These pipe segments are anticipated to be replaced using pipe bursting; or remove and replace methods.

### ***Work Tasks:***

- 4.1 The City will determine its desired construction cost budget to be spent on this program for each year from 2008 through 2018. HDR will geographically group and break up the prioritized list with the associated linear footage of pipe. Opinion of probably construction costs will be organized to suit the City's yearly allocated rehabilitation budget. Opinion of probably construction costs will take into account all project costs including professional fees, inflation, and contingencies.
- 4.2 HDR will produce a color coded map identifying the project locations with a project name. Project names will be compiled into a Rehabilitation Capital Improvement Project List by fiscal year showing the Opinion of probably construction costs.
- 4.3 Upon review by the City, consider City's comments and finalize the Draft Technical Memorandum.
- 4.4 Prepare camera ready copy of the Rehabilitation Project Location Map for the City's use in producing additional copies as needed.

### ***Deliverables:***

- Technical memorandum including the Rehabilitation Capital Improvement Project List and map.
- Electronic copy of background data and spreadsheets used in findings.
- Camera ready copy of the Rehabilitation Project Location Map.
- Electronic copy of GIS map on compact disk.
- Presentation of final memorandum to City staff.

## **Exhibit "B"**

### **Payment Terms**

Payment is a fixed fee in the amount listed in paragraph 1.03 of this Contract. HDR will invoice the City for work completed to date on a percent complete basis at the end of each month. Payment will be received within 30 days of the date of the City of College Station accepts and approves the invoice.

**Exhibit "C"**

**Insurance Requirements and  
Certificate(s) of Insurance**

## Insurance Requirements

1. The Contractor 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 Contractor'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 Contractor'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 Contractor 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 Contractor shall include all subcontractors as additional insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors 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 coverage shall not be 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 an "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 an "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** Contractor, the Contractor, **all** employees of any and all subcontractors, 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 Contractor's, or subcontractor's policy) or through an executed coverage agreement on an approved TWCC form. Accordingly, if a subcontractor does not have his or her own policy and a coverage agreement is used, Contractors and subcontractors must use that portion of the form whereby the hiring contractor agrees to provide coverage to the employees of the subcontractor. The portion of the form that would otherwise allow them not to provide coverage for the employees of an independent contractor 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 **Contractor's/person's** work on the project has been completed and accepted by the governmental entity.

Persons providing services on the project ("subcontractors" in § 406.096 [of the Texas Labor Code]) - includes all persons or entities performing all or part of the services the Contractor has undertaken to perform on the project, regardless of whether that person contracted directly with the Contractor and regardless of whether that person has employees. This includes, without limitation, independent Contractors, subcontractors, 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 Contractor 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 Contractor providing services on the project, for the duration of the project.*

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

*D. If the coverage period shown on the Contractor's current **certificate** of coverage ends during the duration of the project, the Contractor 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 Contractor shall obtain **from** each person providing services on a project, and provide to the governmental entity:*

*(1) a certzjicate 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 Contractor, a new certzjicate 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 Contractor shall retain **all** required **certificates** of coverage for the duration of the project and for one year **thereafter**.*

*G. The Contractor shall **notify** the governmental entity in writing by **certified mail or personal delivery**, within **10** calendar days after the Contractor 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 Contractor 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 **Contractor** shall contractually require each person with whom it contracts to provide services on a project, to:*

*(I) 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 Contractor, prior to that person beginning work on the project, a certzjicate 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 Contractor, 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 Contractor:*

*(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 Contractor is representing to the governmental entity that all employees of the Contractor 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 Contractor to administrative penalties, criminal penalties, civil penalties, or other civil actions.*

*K. The Contractor's failure to comply with any of these provisions is a breach of contract by the Contractor that entitles the governmental entity to declare the contract void if the Contractor 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 \$10,000.00.
- (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.