City Council Committee
Special Meeting

Tuesday, July 1, 2025, 4:30 PM
City Hall Council Chambers
298 W Washington
Stephenville, Texas 76401

AGENDA

CALL TO ORDER

PUBLIC WORKS COMMITTEE
Alan Nix, chair; Gerald Cook, Dean Parr, David Baskett

1. Discussion of Phase III of Eastside Sewer Project
2. Review Professional Services Agreement for Eastside Sewer Phase III Engineering
3. Discussion of Elevated Storage Project
4. Review Professional Services Agreement for Landfill Gas Probe Design and Installation

ADJOURN

In accordance with the Americans with Disabilities Act, persons who need accommodation to attend or participate in this meeting should contact City Hall at 254-918-1287 within 48 hours prior to the meeting to request such assistance.

Public Works

STAFF REPORT

SUBJECT: Eastside Sewer Interceptor – Phase III - Professional Services

MEETING: Public Works Committee Meeting – 01 JUL 2025

DEPARTMENT: Public Works

STAFF CONTACT: Nick Williams

RECOMMENDATION:

Staff recommends approval of the professional services agreement with BGE, Inc. for design, survey, permitting, and construction-phase support services associated with the Eastside Sewer Interceptor – Phase III project.

BACKGROUND:

The City of Stephenville issued a Request For Qualifications (RFQ) for professional services for design of the third phase of the Eastside Sewer. RFQ responses were received on June 6, 2025. Seven (7) firms submitted qualifications for consideration.

A review committee evaluated each firm's qualifications based on criteria outlined in the RFQ. Selection criteria included: Experience of the firm, project manager, sealing engineer and related projects, as well as project approach and schedule.

The review committee scored each submission. A summary of the scores is enclosed below.

Based on the evaluation process, the review committee recommends the selection of BGE, Inc. as the design consultant for the Eastside Sewer Interceptor – Phase III project. BGE, Inc. demonstrated extensive experience with similar projects.

The Eastside Sewer Interceptor – Phase III provides service to the U.S. Highway 281 corridor north of Lingleville Highway (FM 8). The project consists of approximately 14,000 linear feet of 30-inch sanitary sewer main.

PROJECT:

The proposed professional services agreement includes preliminary and final design, alignment studies, bid phase assistance, survey and geotechnical services, environmental assessment, permitting, utility coordination, and construction phase support.

The project includes coordination and permit acquisition with TxDOT, railroad and other utility representatives, preparation of contract documents including plans and specifications, an alignment analysis, geotechnical reports, open-cut and trenchless design as well as right-of-way/easement documentation, and ensures compliance with state and federal regulations.

The contract proposes to accomplish the design efforts within 400 calendar days.

A liquidated damages clause at $500 per day ensures the work will progress on schedule.

FISCAL IMPACT SUMMARY:

The proposed not-to-exceed agreement cost is $1,710,984.00. The construction phase support services will be authorized separately upon final scope and cost negotiation to ensure these costs are not overestimated now in the design phase.

Finance has identified $1.2 million in funding in the FY24-25 budget with the balance to come from operational reserves.

ATTACHMENTS:

Professional Services Agreement with BGE, Inc.

A copy of the proposed professional services agreement is attached to this memo.

A copy of the Statement of Qualifications Rankings is enclosed below.

EASTSIDE SEWER INTERCEPTOR - PHASE III - STATEMENT OF QUALIFICATIONS - DESIGN CONSULTANT RANKINGS

ID	Firm	Office Location	Firm Experience (5%)	PM Experience (15%)	Sealing Engineer Experience (20%)	Project Experience and References (25%)	Technical Approach and Schedule (25%)	Responsiveness to this RFQ (10%)	Total (100%)	RANK
1	BGE	Fort Worth, TX	5%	14%	19%	22%	23%	10%	93%	**1**
2	Kimley-Horn and Associates, Inc.	Weatherford, TX	5%	13%	18%	21%	21%	10%	87%	**3**
3	LAN	Fort Worth, TX	5%	14%	19%	20%	24%	9%	90%	**2**
4	LJA	Fort Worth, TX	4%	12%	17%	20%	17%	9%	79%	**4**
5	Pape-Dawson Engineers	McKinney, TX	3%	10%	18%	7%	16%	6%	60%	**6**
6	Shield Engineering	Fort Worth, TX	3%	9%	12%	4%	12%	5%	43%	**7**
7	Teague Nall and Perkins, Inc.	Fort Worth, TX	4%	13%	16%	19%	15%	8%	75%	**5**

MASTER SERVICES AGREEMENT

City of Stephenville, Texas:
Stephenville City Hall
298 West Washington
Stephenville, Texas 76401

Engineer:
BGE, Inc.
10777 Westheimer, Suite 500
Houston, Texas 77042

This Agreement ("**Agreement**") is entered into by and between **City of Stephenville** (the "**City**") and **BGE, Inc.** as the Engineer (the "**Engineer**"). The City hereby retains Engineer to provide, and Engineer agrees to provide when authorized by the City, the services described in this Agreement (the "**Services**"). Engineer agrees that such Services are professional services and shall be rendered by qualified and competent professionals experienced in rendering professional services of a similar nature. The Engineer agrees to carry out and perform the Services in a professional and competent manner.

In consideration of the Services, the City agrees to pay Engineer's invoices for fees ~~and reimbursable expenses~~ computed and presented in conformance with this Agreement.

As used herein, "Applicable Law" shall mean all Federal, State, County and City ordinances, regulations, rules, licensing requirements, orders and resolutions and all other applicable laws, ordinances, regulations, rules and other orders and resolutions of any public authority, relating to the City, the Engineer and /or to the performance of Services.

The City shall have the right, acting reasonably, to assign tasks to the Engineer, which are consistent with the Services described herein and to require the assistance and cooperation of the Engineer, whether or not such tasks are expressly described in this Agreement.

Engineer acknowledges and agrees that all plans, specifications and contract documents shall be in accordance with Applicable Law, and Engineer shall observe and abide by and perform all of its obligations hereunder in accordance with Applicable Law. In the event the plans and specifications do not conform to any such Applicable Law, the Engineer shall redesign the plans and specifications to conform to such criteria at no cost to the City.

All engineering, consulting, and other professional services provided by Engineer for public works improvements within the boundaries of the City, regardless of when the Services have been or will be provided, or whether the Services are, were, or will be provided to the City or to a developer in contract with the City, shall comply with all of the terms and conditions of this Agreement.

Standard of Care: All services shall be of good quality and shall be performed in a professional manner. The standard of care for all professional and related engineering services performed or

furnished by the Engineer under this Agreement will be the care and skill ordinarily provided by competent professionals practicing under similar circumstances; and as expeditiously as is prudent considering the ordinary professional skill and care of a competent engineer. Engineer will be responsible for all damages sustained by City as a result of a failure to abide by the Standard of Care.

The relationship between the Engineer and the City under this Agreement and otherwise shall be that of independent contractor. The Engineer is not by the terms of this Agreement or otherwise, an agent, employee, or representative of the City.

Scope of Services: From time to time, the City will require certain engineering services, including but not limited to design of construction plans for infrastructure (water, wastewater, storm drainage, detention facilities, roads, etc.), platting services, land planning services, landscape architecture services, surveying services, environmental consulting services, review and verification of surveying and construction documents including bid documents, coordination with jurisdictional agencies on review of City related projects and activities, and other engineering and technical activities associated with the City, each of which shall be referred to herein as a "**Project**". The scope of services and compensation for each Project proposal will be prepared by the Engineer, and separately authorized by the City, and shall be in the form attached hereto as **Exhibit A - Proposal**. Services for a Project may include General Engineering Services, Design Phase Services, and Construction Phase Services as further described herein. On a previously authorized Project, an authorized change in Scope of Services that results in additional compensation shall be separately authorized by the City, and shall be in the form attached hereto as **Exhibit B – Proposal for Additional Services**.

Compensation:

A. **General Engineering Services:** For services listed under General Engineering Services, unless determined otherwise at the time of authorization, the fee to be paid to the Engineer will be on an hourly basis. Invoices will be submitted monthly as charges are incurred. Direct personnel expense shall be defined as: the cost of salaries and fringe benefit costs related to vacation, holiday, and sick leave pay, contributions for Social Security, Worker's Compensation Insurance, retirement benefits, and medical and insurance benefits, unemployment and payroll taxes, and other allowed benefits of those employees directly engaged in the performance of the requested service.

   All surveying that is billable as part of General Engineering Services under the terms of the contract will be based on the hourly rate for field surveying being charged by the Engineer at the time the work is done. A list of hourly billing rates will be provided upon

request. The hourly rate for a survey crew will include imputed costs for survey equipment, GPS, vehicles, materials such as stakes, flagging and iron rods and for personnel.

B. Design Phase Services: For services listed under Design Phase Services, unless determined otherwise at the time of authorization, the fee to be paid to the Engineer will be on the basis of a lump sum fee. ~~This fee amount does not include reimbursable expenses.~~ Invoices will be submitted monthly and will be based on actual percentage completed of the Design Phase Services.

C. Construction Phase Services: For services listed under Construction Phase Services, unless determined otherwise at the time of authorization, the fee to be paid to the Engineer will be on an hourly basis. Hourly effort will be invoiced using a multiplier of 2.5 as the Overhead and Profit Factor times Direct Personnel or Salary Cost. Direct Personnel or Salary Cost is hereby defined as 1.30 times actual salaries paid to Engineer's employees. A list of hourly billing rates will be provided upon request. Invoices will be submitted monthly as charges are incurred.

All surveying that is billable as part of Construction Phase Services under the terms of the contract will be based on the hourly rate for field surveying being charged by Engineer at the time the work is done. A list of hourly billing rates will be provided upon request. The hourly rate for a survey crew will include imputed costs for survey equipment, GPS, vehicles, materials such as stakes, flagging and iron rods and for personnel.

D. Direct Personnel Expense. Shall be defined as: the cost of salaries and fringe benefit costs related to vacation, holiday, and sick leave pay; contributions for Social Security, Worker's Compensation Insurance, retirement benefits, and medical and insurance benefits; unemployment and payroll taxes; and other allowed benefits of those employees directly engaged in the performance of the requested service.

E. Reimbursable Expenses. ~~Reimbursable expenses of the Engineer shall be billed to the City at the Engineer's cost plus 10% to cover the cost of accounting and administration incidental thereto. Reimbursable expenses can include, but are not limited to: platting fees, agency plan review fees, delivery service fees, Project advertising fees, research fees and recordation fees.~~ Not Applicable

Agreement to these compensation terms listed above shall not restrict the City and the Engineer from agreeing upon alternative methods of compensation for specific Projects.

No Warranty: Professional services are not subject to, nor can or will Engineer provide any warranty or guarantee, express or implied, regarding the Professional Services to be supplied by Engineer. Any such warranties or guarantees contained in any purchase orders, requisitions, or notices to proceed issued by Client are specifically objected to and shall not be a part of the agreement. BGE DISCLAIMS ANY AND ALL EXPRESS, STATUTORY, COMMON LAW AND/OR IMPLIED WARRANTIES INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF FITNESS FOR PARTICULAR PURPOSE, MERCHANTABILITY, AND GOOD AND WORKMANLIKE MANNER.

Cost Estimates: Any cost estimates provided by Engineer are opinions based on the experience and judgment of Engineer. City hereby acknowledges that Engineer cannot warrant that any cost estimates provided by Engineer will not vary from actual costs incurred by City.

Other Information: Engineer will rely upon commonly used sources of data, including database searches and agency contacts. BGE does not warrant the accuracy of the information obtained from those sources and has not been requested to independently verify such information.

Laboratory Services: In performing services, Engineer may request that City provide independent testing laboratory services. Engineer will rely on the accuracy of the testing laboratory services. Engineer will not, and City shall not rely upon Engineer to, check the quality or accuracy of the testing laboratory's services.

Ownership of Documents: All documents, including original drawings, estimates, specifications, designs periodic construction progress notes, computer files and data (collectively, the "Documents") shall be the property of the City, provided that the Engineer has received full compensation of all undisputed amounts due pursuant to the terms of this Agreement and subject to all of the following terms and conditions. The Engineer agrees that it shall not reuse any portion of the Documents that is unique to the City's project or projects for any other client, without the express written consent to the City, which consent will not be unreasonably withheld. The Engineer may retain a set of reproducible record copies of the Documents, in consideration of which it is mutually agreed that the City will use such Documents solely in connection with the project covered by the Agreement and for no other purposes, except with the express written consent of the Engineer, which consent will not be unreasonably withheld. Any use of the Documents without express written consent of the Engineer shall be at the City's sole risk.

Engineer acknowledges that the requirements of Chapter 552, Texas Government Code, as amended (the "Public Information Act"), and Chapters 201-205, Texas Local Government Code, as amended (the "Local Government Records Act," and together with the Public Information Act, the "Acts"), each apply to all public information, as defined by the Public Information Act, and all local government records, as defined by the Local Government Records Act, related to the

relationship between the City and the Engineer, and to any work carried out hereunder. The Engineer covenants that it will comply with all requirements of the Acts, the Client's Record Management Program, and all applicable rules, regulations, policies and retention schedules adopted thereunder.

All materials and information that are the property of City and all copies or duplications thereof shall be delivered to City by Engineer, if requested by City, upon completion of Services. Engineer may retain one (1) complete set of reproducible copies of all of its instruments of service.

Construction Services: If, under this Agreement, Professional Services are provided during the construction phase of the project, Engineer shall not supervise, be responsible for or have control over any contractor's means, methods, techniques, sequences, or procedures, or for safety precautions and programs in connection with any contractor's work; nor shall Engineer be responsible for the contractor's failure to carry out the Work in accordance with the Contract Documents or for the Contractor's failure to comply with applicable laws, ordinances, rules or regulations. The City agrees that any contractors shall be solely responsible for jobsite and worker safety and warrants that this intent shall be carried out in the City's contract with the contractors. City understands that construction phase services are not intended to be a detailed check or an inspection of any contractor's work. Engineer shall not be required to sign any document that requires Engineer to certify conditions that Engineer has not specifically observed during construction.

Submittal Review: Review schedules, shop drawings, laboratory test results and other data, which the contractor submits. This review is for the benefit of the City and requires only general conformance with the design concept of the Project and general compliance with the information given by the construction contract documents. It does not relieve contractors of any responsibilities such as dimensions to be confirmed and correlated at the job site, appropriate safety measures to protect workers and the public, or the necessity of constructing a complete and workable facility in accordance with the construction contract documents.

No Certification: Engineer shall not be required to sign any documents that would result in Engineer having to certify, guarantee, or warrant the existence of conditions whose existence Engineer cannot ascertain. The City also agrees not to make resolution of any dispute with Engineer or payments of any amount due to Engineer in any way contingent upon Engineer's signing any such certification.

Assignment: Engineer shall not assign, sublet, or transfer his interest in this Agreement without the written consent of the City. Nothing herein shall be construed as giving any rights or benefits hereunder to anyone other than City and Engineer. City and Engineer agree that there are no

third party beneficiaries to this Agreement. City's representative signing below warrants that he or she has full authority to bind City to this Agreement.

Termination: Either Party to this Agreement may terminate this Agreement with or without cause by giving to the other Party thirty (30) days' written notice. Upon delivery of such notice by the City to the Engineer, unless the notice states otherwise, the Engineer shall immediately discontinue all services and deliver to the City copies of all completed or partially completed designs, drawings, specifications, reports, or any other document under Ownership of Documents prepared by Engineer pursuant to this Agreement within fourteen (14) days of the effective date of termination, at no additional cost to the City.

Indemnification:

A. TO THE FULLEST EXTENT PERMITTED BY LAW, ENGINEER SHALL INDEMNIFY AND HOLD HARMLESS CITY, ITS EMPLOYEES, AGENTS, AND REPRESENTATIVES (HEREINAFTER REFERRED TO INDIVIDUALLY AS AN "INDEMNITEE" AND COLLECTIVELY AS THE "INDEMNITEES") FROM AND AGAINST ALL CLAIMS, DAMAGES, LOSSES AND EXPENSES, INCLUDING BUT NOT LIMITED TO REASONABLE ATTORNEYS' FEES AND COSTS INCURRED BY INDEMNITEES WHICH ARE:

    1. DUE TO THE NEGLIGENT VIOLATION OF ANY ORDINANCE, REGULATION, STATUTE, OR OTHER LEGAL REQUIREMENT IN THE PERFORMANCE OF THIS AGREEMENT, BY ENGINEER, ITS AGENT, ANY CONSULTANT UNDER CONTRACT, OR ANY OTHER ENTITY OVER WHICH THE ENGINEER EXERCISES CONTROL;

    2. CAUSED BY OR RESULTING FROM ANY NEGLIGENT ACT OR OMISSION IN VIOLATION OF ENGINEER'S STANDARD OF CARE, BY THE ENGINEER, ITS AGENT, ANY CONSULTANT UNDER CONTRACT, OR ANY OTHER ENTITY OVER WHICH THE ENGINEER EXERCISES CONTROL;

    3. CAUSED BY OR RESULTING FROM INFRINGEMENT OF A PATENT, TRADEMARK, COPYRIGHT OR OTHER INTELLECTUAL PROPERTY RIGHT IN CONNECTION WITH THE INFORMATION FURNISHED BY OR THROUGH ENGINEER, ITS AGENT, ANY CONSULTANT UNDER CONTRACT, OR ANY OTHER ENTITY OVER WHICH THE ENGINEER EXERCISES CONTROL;

4. DUE TO THE FAILURE OF ENGINEER, ITS AGENT, ANY CONSULTANT UNDER CONTRACT, OR ANY OTHER ENTITY OVER WHICH THE ENGINEER EXERCISES CONTROL TO PAY THEIR CONSULTANTS OR SUBCONSULTANTS AMOUNTS DUE FOR SERVICES PROVIDED IN CONNECTION WITH THE PROJECT; OR

5. OTHERWISE ARISING OUT OF OR RESULTING FROM THE PERFORMANCE OF THE SERVICES UNDER THIS AGREEMENT, INCLUDING SUCH CLAIMS, DAMAGES, LOSSES OR EXPENSES ATTRIBUTABLE TO BODILY INJURY, SICKNESS, DISEASE OR DEATH, OR TO INJURY TO OR DESTRUCTION OF TANGIBLE PROPERTY, INCLUDING LOSS OF USE RESULTING THEREFROM, BUT ONLY TO THE EXTENT SUCH CLAIMS, DAMAGES, LOSSES, COSTS AND EXPENSES ARE CAUSED BY OR RESULT FROM ANY NEGLIGENT ACTS OR OMISSIONS OF THE ENGINEER, ITS AGENT, ANY CONSULTANT UNDER CONTRACT, OR ANY OTHER ENTITY OVER WHICH THE ENGINEER EXERCISES CONTROL.

B. REIMBURSEMENT OF CITY'S FEES IN DEFENSE OF CLAIMS. To the extent City incurs attorneys' fees in defense of any claim asserted against the City which arises or results from the alleged acts or omissions of the ENGINEER described in Section "A", above, ENGINEER shall reimburse City its reasonable attorneys' fees in proportion to the ENGINEER'S liability found after a final adjudication of liability.

C. ADDITIONAL INSURED STATUS. ENGINEER shall name the City as an additional insured on the ENGINEER'S general liability policy and provide the City any defense allowed under said policy. Any endorsement to ENGINEER'S general liability policy prohibiting or limiting the coverages required herein shall be modified such that the policy will respond to the obligations of the ENGINEER as set forth in this section to the full extent allowed under Texas law.

D. It is agreed with respect to any legal limitations now or hereafter in effect and affecting the validity or enforceability of the indemnification obligations under this section or the additional insured requirements in this Agreement such legal limitations are made a part of the contractual obligations and shall operate to amend the obligations to the minimum extent necessary to bring the provision into conformity with the requirements of such limitations, and as so modified, the obligations shall continue in full force and effect. Should any provision or any part of any provision of this Agreement be held invalid, unenforceable or contrary to public policy, law, statute or ordinance, then the remainder of the provision, paragraph, section, and/or Agreement shall not be affected thereby and shall remain valid and fully enforceable.

E. The obligations contained in this section shall survive the expiration, completion, abandonment, and/or termination of the Agreement and final completion of the work

and any other services to be provided pursuant to this Agreement to the extent and for the time periods provided allowed under Texas law. No provision herein shall be construed to increase the City's liability as provided and limited under the Texas Tort Claims Act, nor shall any such provision be construed as a waiver to any extent of any governmental immunity that the City may have

Delays: Although Engineer may specify completion date of the work, that date is subject to and shall be extended by delays caused by conditions beyond the control of Engineer, including but not limited to, the availability of required materials; acts of or disputes with City; change orders that expand the scope of the work or cause delay in acquisition of materials; riots, civil commotions, war, insurrections, strikes, lockouts, fire, or other casualty; acts of God; inclement weather which interferes with normal scheduling of the work; failure of City to make decisions; judicial restraint or delays in securing governmental approvals; permits or other authorizations. In the event of such delay, Engineer shall be entitled to an extension of time for performance commensurate with the duration of the delay and additional compensation.

Dispute Resolution: Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to non-binding mediation as a condition precedent to the commencement of arbitration by either party. If such matter relates to or is the subject of a lien arising out of Engineer's services, then Engineer may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or other legal proceedings.

The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the county where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

Hazardous Waste, Materials or Substances: It is acknowledged by both parties that Engineer's scope of services does not include any services related to asbestos or hazardous or toxic materials. In the event Engineer or any other party encounters asbestos or hazardous or toxic materials at the Project area, or should it become known in any way that such materials may be present at the Project area or any adjacent areas that may affect the performance of Engineer's Services, Engineer may, at its option and without liability for consequential or other damages, suspend performance of Services on the Project until the City retains appropriate specialist to identify, abate, and/or remove the asbestos or hazardous or toxic materials and warrant that the Project area is in full compliance with applicable laws and regulations.

Insurance: The Engineer shall procure and maintain throughout the term of this Agreement, at its sole cost and expense, insurance of the types and in the minimum amounts set forth below.

Upon execution of this Agreement, the Engineer shall furnish to the City certificates of insurance and any endorsement required hereunder issued by the insurance carrier evidencing compliance with the insurance requirements hereof. Certificates shall list the Engineer, the name of the insurance company, the policy number, the term of coverage, and the limits of coverage. The Engineer shall cause its insurance companies to provide the City with at least thirty (30) days prior written notice of any reduction in the limit of liability by endorsement of the policy, cancellation, or non-renewal of the insurance coverage required under this Agreement. The Engineer shall obtain such insurance from such companies having a "Best's Rating" of B+/VII or better, licensed to transact business in the State of Texas, and shall obtain such insurance of the following types and minimum limits:

A. Worker's Compensation insurance in accordance with the laws of the State of Texas, and Employer's Liability coverage with a limit of not less than $1,000,000 each employee for Occupational Disease; $1,000,000 policy limit for Occupational Disease; and Employer's Liability of $1,000,000 each accident.

B. Commercial General Liability insurance, including coverage for Products/Completed Operation, Blanket Contractual, Contractors' Protective Liability Broad Form Property Damage, Personal Injury/Advertising Liability, and Bodily Injury and Property Damage with limits of not less than

$2,000,000	general aggregate limit
$1,000,000	each occurrence, combined single limit
$1,000,000	aggregate Products, combined single limit
$1,000,000	aggregate Personal Injury/Advertising Liability

C. Business Automobile Liability coverage applying to owned, non-owned and hired automobiles, with limits of not less than $1,000,000 each occurrence combined single limit for Bodily Injury and Property Damage combined.

D. Umbrella Excess Liability insurance written as excess of Employer's Liability, with limits not less than $2,000,000 each occurrence combined single limit.

E. Professional Liability insurance with limits not less than $2,000,000 each claim/annual aggregate.

F. Cyber Liability insurance with limits not less than $500,000 each claim/annual aggregate. The cyber liability insurance shall include coverage for, at least, regulatory violations and copyright infringement.

The City and the City's agents and employees shall be added as additional insureds to all coverages required under this Agreement, except for worker's compensation insurance and professional liability insurance, using ISO form CG 2010 (07 04) or equivalent. All policies written on behalf of the Engineer shall contain a waiver of subrogation in favor of the City and the City's agents and employees, with the exception of professional liability insurance. In addition, all of the aforesaid policies shall be endorsed to provide that they are primary coverages and not in excess of any other insurance available to the City, and without rights of contribution or recovery against the City or from any such other insurance available to the City. The Engineer, and not the City, shall be responsible for paying the premiums and deductibles, if any, that may from time to time be due under all of the insurance policies required of the Engineer.

Regulatory Changes: In the event that there are modifications or additions to regulatory requirements relating to the services to be performed under this Agreement after the date of execution of this Agreement, the increased or decreased cost of performance of the services provided for in this Agreement shall be reflected in an appropriate Additional Services amendment.

Severability: If any provision of the Agreement is held to be illegal, invalid or unenforceable under present or future laws, such provision shall be fully severable and the Agreement shall be construed and enforced as if such illegal, invalid or unenforceable provision is not a party hereof, and the remaining provisions shall remain in full force and effect. In lieu of any illegal, invalid or unenforceable provision, there shall be added automatically as a part of the Agreement, a provision as similar in terms to such illegal, invalid or unenforceable provision as may be possible and be legal, valid and enforceable.

Construction of Agreements: Paragraph titles in this Agreement are for convenience only and are not intended to detract from or limit the effect of any language in this Agreement. The parties acknowledge that each party and, if it so chooses, its counsel have reviewed and revised the Agreement and that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of the Agreement or any amendments or exhibits.

Chapter 2274 Verification: By signing and entering into the Agreement, Engineer verifies, pursuant to Chapter 2274 (as added by Senate Bill 19, 87th Legislature Regular Session) of the Government Code, that it does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and will not discriminate during the term of this Agreement against a firearm entity or firearm trade association. "Discriminate

against a firearm entity or firearm trade association" has the meaning assigned by Section 2274.001(3), Government Code.

Chapter 2271 and Chapter 2274 Verification: By signing and entering into the Agreement, Engineer verifies, pursuant to Chapter 2271 and Chapter 2274 (as added by Senate Bill 13, 87th Legislature Regular Session) of the Government Code, it does not boycott Israel or boycott energy companies and will not boycott Israel or boycott energy companies during the term of this Agreement. "Boycott Israel" has the meaning assigned by Section 808.001, Government Code. "Boycott energy company" has the meaning assigned by Section 809.001, Government Code.

Chapter 2274 Verification: By signing and entering into the Agreement, Engineer verifies, pursuant to Chapter 2274 of the Government Code that (as added by Senate Bill 2116, 87th Legislature Regular Session): that a) neither Engineer, nor any wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of Engineer, nor any of its sub-contractors (i) is owned or controlled by (a) individuals who are citizens of China, Iran, North Korea, Russia or any designated country; or (b) a company or other entity, including a governmental entity, that is owned or controlled by citizens of or is directly controlled by the government of China, Iran, North Korea, Russia, of any designated country; and (ii) is headquartered in China, Iran, North Korea, Russia or a designated country. The term "designated country" means a country designated by the Governor as a threat to critical infrastructure under Section 113.003 of the Texas Business & Commerce Code.

Terrorist Organization: To the extent this Agreement is a "governmental contract" within the meaning of Section 2252.151 of the Texas Government Code, as amended, Engineer represents that it is not a company engaged in business with Iran, Sudan, or a foreign terrorist organization (as defined in Section 2252.151(2), Texas Government Code) and that it is not on a list prepared and maintained by the Comptroller of Public Accounts of the State of Texas under Sections 2270.0201 or 2252.153, Texas Government Code.

Time of Completion: ENGINEER is authorized to commence work on the Project upon execution of this Agreement and agrees to complete the services in accordance with the following:

TASK 1 - 30% Submittal – 100 calendar days after notice to proceed
TASK 2 - 60% Submittal – 150 calendar days after receipt of 30% review comments
TASK 3 - 90% Submittal – 90 calendar days after receipt of 60% review comments
100% Submittal – 60 calendar days after receipt of 90% review comments

ENGINEER acknowledges that time is of the essence in performing this Agreement. ENGINEER and CITY agree that the amount of loss, damages, or harm likely to be incurred as a result of ENGINEER's delay is incapable or difficult to precisely estimate, and therefore the ENGINEER and CITY desire to stipulate the amount of such loss, damages, or harm.

ENGINEER and CITY further agree that the liquidated damages specified herein are not a penalty but rather bear a reasonable relationship to, and is not plainly or grossly disproportionate to, the probable loss likely to be incurred by City as a result of ENGINEER's delay;

Failure to complete the project in accordance with the schedule will result in liquidated damages of $500.00 per consecutive calendar day until the final deliverables are submitted. The CITY acknowledges that liquidated damages shall only be assessable by the CITY against the ENGINEER for failure of the ENGINEER to deliver 100% deliverables on or before the 400th day, unless that day is duly adjusted per the terms of the Agreement, after notice to proceed. City agrees that those periods of time during which the City is reviewing ENGINEER's submittals shall be not included in the calculation of time for purposes of liquidated damages.

If ENGINEER's services are delayed through no fault of ENGINEER, ENGINEER shall be entitled to extend all relevant contract deadlines for a period of time commensurate with the duration of the delay. These delays may include, but are not limited to, delays in CITY or regulatory reviews, delays on the flow of information to be provided to ENGINEER, governmental approvals, etc. The Parties agree that the accrual of time for purposes of calculating deadlines shall be tolled from the time that ENGINEER submits plans to government agencies for approval until such documents are returned from such agency as approved or for further revision. These delays may result in an adjustment to compensation as outlined in this Scope of Work.

Notices and Communications: All notices and communications under this Agreement to be mailed or delivered to the Engineer shall be to the following address:

BGE, Inc.
777 Main Street, Suite 2100
Fort Worth, Texas 76102
Attention: Carl Krogness

Copy To:

BGE, Inc.
10777 Westheimer, Suite 500
Houston, Texas 77042

Attention: Legal Department

All notices, change orders and communications under this Agreement to be mailed or delivered to the City shall be to the following address:

City of Stephenville
298 West Washington Street
Stephenville, TX 76401
Attention: **Nick Williams, P.E., Director of Public Works**

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year written below.

CITY:	**ENGINEER:**
City of Stephenville, Texas	**BGE, Inc.**
By: _____	**By:** _____
Name: **Doug Svien**	**Name:** _____
Title: **Mayor**	**Title:** _____
Date: _____	**Date:** _____

EXHIBIT A

PROPOSAL

This Proposal is dated _____, 20___, (the “Effective Date”) and is being submitted, approved and implemented in accordance with the Master Agreement for Engineering Services dated _____, 20___, (the “Agreement”) between _____City No.___ ("City") and BGE, INC. (“Engineer”), which Agreement is incorporated by reference for all purposes as if set forth fully herein.

1. The Services to be performed under this Proposal relate to the following Property or Project:

SEE ATTACHED EXHIBIT A – PROPOSAL
SCOPE FOR DESIGN SERVICES FOR
EASTSIDE SEWER INTERCEPTOR – PHASE III

2. The Services to be performed by Engineer in accordance with this signed Proposal, and the Agreement, are as follows:

    a. General Engineering Services:

    b. Design Services:

    c. Construction Phase Services:

3. The estimated schedule for completion of the Services to be performed by Engineer, as outlined above, is:

4. The fee to be paid to the Engineer for performance of the Services is as follows:
(Fee type to be selected on a project by project basis)

[✓] The Fee is the stipulated lump sum of $1,710,984.00. Payment of the Engineer's Fee shall be made on the basis of the percentage of Services properly completed in the previous month.

[ ] The Fee shall be determined on an hourly basis in accordance with the Agreement unless a different rate schedule is attached to this Proposal; provided, however, that the Additional Services Fee shall not exceed $_____.

[ ] The Fee shall be determined on an hourly basis in accordance with the Agreement unless a different rate schedule is attached to this Proposal.

5. The following special conditions, terms or provisions are applicable to the Services described herein:

IN WITNESS WHEREOF, the parties hereto have executed this Proposal as of the day and year written below.

City:	**ENGINEER:**
City of Stephenville, Texas	**BGE, Inc.**
By: _____	**By:** _____
Name: Doug Svien	**Name:** _____
Title: Mayor	**Title:** _____
Date: _____	**Date:** _____

EXHIBIT A - PROPOSAL

SCOPE FOR DESIGN SERVICES FOR EASTSIDE SEWER INTERCEPTOR - PHASE III

The scope set forth herein defines the work to be performed by the ENGINEER in completing the project. Both the CITY and ENGINEER have attempted to clearly define the work to be performed and address the needs of the Project. Project Schedule for completion of the Services to be performed by ENGINEER, as outlined herein, is included at the end of the project Scope.

Project Scope:

Design for construction of approximately 14,000 linear feet of 30-inch sanitary sewer main (Eastside Interceptor Phase III) that will provide sanitary sewer service to the U.S. Highway 281 corridor north of FM 8 in Stephenville, Texas.

WORK TO BE PERFORMED

Task 1. Alignment Study (30 Percent)
Task 2. Preliminary Design (60 Percent)
Task 3. Final Design (90 Percent) and Construction Documents (100 Percent)
Task 4. Bid Phase
Task 5. Supplemental Services
Task 6. ROW/Easement Survey/Legal Description Services
Task 7. Survey and Subsurface Utility Engineering Services
Task 8. Environmental Assessment
Task 9. Geotechnical
Task 10. Permitting/Agency Coordination
Task 11. Construction Phase Services and Project Closeout

TASK 1. ALIGNMENT STUDY (30 PERCENT)

The purpose of the Alignment Study task is for the ENGINEER to study the project and develop three (3) alignment alternatives. The ENGINEER will present the alternatives to the CITY and provide a recommended alternative. The ENGINEER will receive the CITY's endorsement of the preferred alignment prior to moving to Preliminary Design.

The Alignment Study Task will include:

1.1 Data Collection

- In addition to data obtained from the CITY, ENGINEER will research proposed improvements in conjunction with any other planned future improvements that may influence the project.
- The ENGINEER will identify and seek to obtain data for existing conditions that may impact the project including but not limited to; utilities, agencies (TxDOT and Fort Worth and Western Railroad), City Master Plans, and property ownership as available from the Tax Assessor's office.

- The ENGINEER shall schedule up to five (5) field visits to the project site for data collection through design development.

1.2 Stakeholder Coordination:

- ENGINEER shall propose a stakeholder coordination plan
- ENGINEER shall assist the CITY in contacting/meeting with each stakeholder shown along each alignment
- ENGINEER shall include meeting minutes of each meeting and status updates with monthly reports

1.3 The ENGINEER will evaluate three (3) alternatives for alignments selection and construction techniques for consideration and determine the most appropriate for the project, including required manholes or junction boxes; evaluation will include construction method evaluation, including trenchless design/construction considerations. The two (2) highest rated alignments shall include a profile from available contour data, including the proposed pipe profile. ENGINEER shall show the service area for each alternative alignment.

1.4 ENGINEER will prepare conceptual plans for potential access routes for heavy equipment.

1.5 ENGINEER will prepare a conceptual Opinion of Probable Construction Costs (OPCC) for preferred alternatives.

1.6 The final recommended alignment shall identify the potential easements and projected acquisition costs.

1.7 Quality Assurance Quality Control (QA/QC).

ASSUMPTIONS/DELIVERABLES

- A PDF of the Alignment Study report will be delivered (hard copies as requested).
- ENGINEER shall prepare the meeting minutes of an Alignment Study Review meeting and revise the report, if needed following evaluation of the alterative alignments.
- ENGINEER shall include meeting minutes of each meeting and status updates with monthly reports
- ENGINEER shall not proceed with Preliminary Design activities without obtaining written approval by the CITY of the Alignment Study Task package (Task 1).

TASK 2. PRELIMINARY DESIGN (60 PERCENT)

Preliminary plans and specifications shall be submitted to the CITY per the approved Project Schedule.

ENGINEER will develop the preliminary design of the infrastructure as follows.

2.1 Development of Preliminary Design Drawings and Specifications shall include the following:

- Cover Sheet
- Index of Drawings, Legend and Abbreviation Sheet
- Bid Item Quantities With columns for Estimated and Final Quantities Sheet
- General Construction Notes Sheet
- Project Specific Sanitary Sewer Pipeline Construction Notes
- A Project Control Sheet, showing all Control Points, used or set while gathering data. Generally, on a scale of not less than 1:400.
- Overall project easement layout sheet(s) with property owner information and Easement Numbers and an easement schedule.
- Overall sanitary sewer layout sheets. The sanitary sewer layout sheets shall identify the proposed sanitary sewer main improvements and existing private and public utility lines in the vicinity.
- Plan and profile sheets which show the following: existing and proposed water and/or sanitary sewer plan/profile for main and service lines, stub outs, recommended pipe sizes, fire hydrants, water service lines and meter boxes, gate valves, isolation valves, manholes, existing meter numbers and sizes that are to be replaced, existing sample locations, existing fire line locations, existing utilities and utility easements, and all pertinent information needed to construct the project. Legal description (Lot Nos., Block Nos., and Addition Names) along with property ownership shall be provided on the plan view.

  Design plan and profile sheets. Scope includes plan and profile sheets for approximately 14,000 linear feet of 30-inch sanitary sewer main.

  - Coordinates on all points of curvature, points of tangency, points of inflection (P.C.'s, P.T.'s, P.I.'s), manholes, and appurtenances in the same coordinate system as the Control Points.
  - Bench marks per 1,000 ft of plan/profile sheet – two or more.
  - Bearings given on all proposed centerlines, or baselines.
  - Property addresses and property owner names
- Detail Sheets The ENGINEER will prepare standard and special detail sheets for the project.
- Stormwater Pollution Prevention Plans
- Traffic Control Plan
  - Develop project traffic control plans utilizing standard TxDOT standard details.

- Coordinate and include appropriate TxDOT and Railroad (Fort Worth & Western Railroad) Standard Traffic Control Details when available.

2.2 Project Manual including the Contract Documents and Technical Specifications

- Develop a draft Project Manual with all contract requirements and technical specifications.

2.3 Surface Restoration

- Construction Disruption and Restoration Limits Plans – Develop layout sheets showing the limits of surface disruption and required restoration to communicate with property owners. Intent of the plan sheets is to identify anticipated limits of surface impact of construction to communicate with property owner during easement negotiation.

2.4 Constructability Review

- Prior to the 60 percent review meeting with the CITY, the ENGINEER shall schedule and attend a project site visit with the CITY personnel to walk the project. The ENGINEER shall summarize the CITY's comments from the field visit and submit this information to the CITY in writing.

2.5 Utility Coordination

- The ENGINEER will coordinate with the public utilities, private utilities, private utilities and government agencies to determine the approximate location of above and underground utilities, and other facilities (current and future) that have an impact or influence on the project. ENGINEER will design CITY facilities to avoid or minimize conflicts with existing utilities, and where known and possible consider potential future utilities in designs.

- The ENGINEER shall provide 60% PDF files for each plan sheet of the approved preliminary plan set to all utility companies that have facilities within the limits of the project in order to solicit and incorporate feedback, including relevant contact information to be included on the plan sheets.

2.6 Quality Assurance Quality Control (QA/QC).

ASSUMPTIONS/DELIVERABLES

- PDF files of the Project Manual will be submitted to the CITY (hard copies as requested).

- PDF files of the Preliminary Plans will be submitted to the CITY (hard copies as requested).

- PDF files of the Preliminary Plans will be submitted to the utilities for coordination.

- ENGINEER shall not proceed with Final Design activities without written approval by the CITY of the Preliminary Design plans.

- OPCC shall be provided with submittal.

TASK 3. FINAL DESIGN (90 PERCENT) AND FINAL CONSTRUCTION DOCUMENTS (100 PERCENT)

Upon approval of the Preliminary plans, ENGINEER will prepare construction plans as follows:

3.1 Draft Final Plans (90% Submittal)

- Draft Final plans (90%) and specifications shall be submitted to the CITY per the approved Project Schedule with Preliminary Design comments incorporated.
- The ENGINEER shall submit an OPCC and updated construction schedule with the 90% submittal.
- Tree Protection
- Pavement Repair (if required)
- Detailed Final Grading Plan (if required)
- Private and Public Utility conflict sheets (if required)

3.2 Final Construction Documents (100% Submittal)

- Following a 90% construction plan review meeting with the CITY, the ENGINEER shall submit Construction Documents (100%) to the CITY per the approved Project Schedule with 90% comments incorporated. Each plan sheet shall be stamped, dated, and signed by the ENGINEER registered in the State of Texas.
- The ENGINEER shall submit a final OPCC and schedule with the 100% (final) submittal.

3.3 Quality Assurance Quality Control (QA/QC).

ASSUMPTIONS/DELIVERABLES

- PDF files of the 90% and Final Project Manual will be submitted to the CITY (hard copies as requested).
- PDF files of the 90% and Final Plans will be submitted to the CITY (hard copies as requested).
- PDF files of the 90% and Final Plans will be submitted to the utilities for coordination.
- Opinions of probable construction cost provided with submittal including summaries of bid items and quantities.

TASK 4. BID PHASE SERVICES

ENGINEER will support the bid phase of the project as follows.

4.1. Prepare Bid Advertisement.

4.2. Bid Support

- Facilitate and provide minutes for up to two (2) Pre-Bid Meetings.

- The ENGINEER shall upload all plans and contract documents to CIVCAST for access to potential bidders.
- Construction Plans are to be prepared in PDF format. The PDF will consist of one file of the entire plan set and one of the Project Manual.
- The ENGINEER will develop and implement procedures for receiving and answering bidders' questions and requests for additional information. The procedures shall include a log of all significant bidders questions and requests and the response thereto. The ENGINEER will provide technical interpretation of the contract bid documents and will prepare proposed responses to all bidders questions and requests, in the form of addenda. The ENGINEER shall upload all approved addenda onto CIVCAST.
- Attend the bid opening in support of the CITY.
- Tabulate and review all bids received for the construction project, assist the CITY in evaluating bids, and recommend award of the contract. A copy of the Bid Tabulation is to created and provided to the CITY.
- Assist the CITY in determining the qualifications and acceptability of prospective contractors, subcontractors, and suppliers.
- Issue recommendation letter
- Incorporate all addenda into the contract documents and issue conformed sets.

4.3 Conformed Construction Documents

Conformed Construction Documents Drawings shall be submitted to the CITY and CONTRACTOR in PDF, AutoCAD DWG format as well as three (3) full size hard copies.

ASSUMPTIONS/DELIVERABLES

- The project will be bid only once and awarded to one contractor.
- Addenda
- Bid tabulations
- Recommendation of award
- Conformed Construction Documents

TASK 5. SUPPLEMENTAL SERVICES

CITY and ENGINEER agree that this size of project will have unknowns that may require additional design effort beyond the Scope of Services described in the tasks above. However, ENGINEER can provide these services, if needed, upon the CITY's written request. Any additional amounts paid to the ENGINEER as a result of any material change to the Scope of the Project shall be agreed upon in writing by both parties before the services are performed.

TASK 6. ROW/EASEMENT SURVEY/LEGAL DESCRIPTION SERVICES

ENGINEER will support and perform activities related to ROW and land as outlined below, per scoping direction and guidance from the CITY.

6.1. Right-of-Way Research

- The ENGINEER shall determine rights-of-way, easements needs for construction of the project. Required temporary and permanent easements will be identified based on available information and recommendations will be made for approval by the CITY.

6.2 Right-of-Way/Easement Preparation and Submittal.

- The ENGINEER shall prepare documents (surveys and legal descriptions) to be used to obtain right-of-way and permanent and/or temporary easements required to construct the improvements.

ASSUMPTIONS

- **20** Easements or right-of-way documents will be necessary.
- Right-of-Way research and mapping includes review of property/right-of-way records based on current internet-based Erath County Clerk Official Public Records (OPR) and Erath County Appraisal District (ECAD) information available at the start of the project and available on-ground property information (i.e. iron rods, fences, stakes, etc.).

DELIVERABLES

A. Easement exhibits with metes and bounds.

TASK 7. SURVEY AND SUBSURFACE UTILITY ENGINEERING SERVICES

ENGINEER will provide survey support as follows.

7.1. Design Survey

ENGINEER will perform field surveys to collect horizontal and vertical elevations and other information needed by ENGINEER in design and preparation of plans for the project. Information gathered during the survey shall include topographic data, elevations of all sanitary and adjacent storm sewers, rim/invert elevations, location of overhead and buried utilities, structures, trees (measure caliper and identify overall canopy), and other features relevant to the final plan sheets.

- The minimum survey information to be provided on the plans shall include the following:
  - A Project Control Sheet, showing **ALL** Control Points, used or set while gathering data. Generally, on a scale of not less than 1:400:

- The following information about each Control Point;

  a) Identified (Existing. CITY Monument #8901, PK Nail, 5/8" Iron Rod)

  b) X, Y and Z Coordinates, Texas State Plane Coordinate System - NAD 83, North Central Zone 4202, with an applied scale factor of 1.00012. Z coordinate will be based on closed level loops that begin from control points based CITY Datum only.

  c) Descriptive Location (Ex. Set in the centerline of the inlet in the South curb line of North Side Drive at the East end of radius at the Southeast corner of North Side Drive and North Main Street).

- Control Points will be set at intervals of approximately 1,000 feet and will be located on a stable concrete structure where possible. Points will be located for ease of use in construction and to allow for survival of construction of the project.

- Coordinates on all P.C.'s, P.T.'s, P.I.'s, Manholes, Valves, etc., in the same coordinate system, as the Control.

- Provide ownership research and obtain copies of deeds, subdivision plans and right-of-way maps as required to develop the existing property/right-of-way lines. Prepare Permit-to-Survey Letters and obtain permission from the owner of each affected property to perform survey. If property owners fail to approve within three weeks from receipt of the permission letter, the CITY will be given a list of those property owners to pursue other avenues of obtaining access.

- Stake seventeen (17) bore holes for the geotechnical engineer and vertically and horizontally locate the bore holes no more than two (2) weeks after drilling is completed.

- Locate all existing trees along the proposed pipeline alignment. The survey would include locating all trees within the project limits, obtaining accurate diameter sizes and common species.

- <u>Survey Scope</u>

  - <u>30-inch sanitary sewer main (Eastside Sewer Interceptor Phase III)</u> – approximately 14,000 linear feet - Provide a topographic survey of the identified alignment that will be 100 feet in width. The topographic survey shall include 100-foot cross-sections extending 50 feet left and 50 feet right of the proposed centerline and at all grade breaks along the proposed alignment.

  - <u>Proved drone footage of 200 feet centered on the alignment (documentation of features adjacent to the topographic survey).</u>

7.2. Temporary Right of Entry Preparation and Submittal for Survey, Geotech, Environmental, etc.

- Prior to entering property, the ENGINEER shall prepare and submit Temporary Right of Entry to each landowner for each affected property with copies to CITY.

7.3. Subsurface Utility Engineering

Provide specific contact information for each utility expected to be crossed or affected by the project and;

Provide Subsurface Utility Engineering (SUE) to Quality Level C and D as described below for the length of the full length of the pipeline alignment. The SUE shall be performed in accordance with CI/ASCE 38-02.

Quality Level D (QL"D")

- Conduct appropriate investigations (e.g., owner records, County/CITY records, personal interviews, visual inspections, etc.), to help identify utility owners that may have facilities within the project limits or that may be affected by the project.
- Collect applicable records (e.g., utility owner base maps, "as built" or record drawings, permit records, field notes, geographic information system data, oral histories, etc.) on the existence and approximate location of existing involved utilities.
- Review records for: evidence or indication of additional available records; duplicate or conflicting information; need for clarification.

Quality Level C (QL "C") (includes tasks as described for Quality Level D)

- Identify from survey visible above-ground features of subsurface utilities such as valves, hydrants, meters, manhole covers and others.

Quality Level B (QL "B")

- Quality Level B, also known as designating, provides the horizontal position of subsurface utilities within approximately one foot.
- Obtain two-dimensional (x,y) information through the application and interpretation of non-destructive surface geophysical methods.

In addition to the Level C and D, provide Subsurface Utility Engineering (SUE) to Quality Level A as described below for up to five (5) locations.

Quality Level A (QL "A")

- Quality Level A, also known as locating, provides precise horizontal and vertical positioning of utilities within approximately 0.05 feet.

- Obtain three-dimensional (x,y,z) utility information utilizing non-destructive vacuum excavation equipment to expose utilities at critical points which are then tied down by surveying.

ASSUMPTIONS

- Topographic survey along the length of the proposed alignment as instructed here:

  a) Right-of-way to right-of-way along public roads

  b) Strip 100 foot wide centered on the proposed alignment

  c) Along private easements

ASSUMPTIONS/DELIVERABLES

A. Copies of survey data generated or obtained which may include:

   a) Deeds, plats, easements

   b) Field notes

   c) Pictures

   d) Point files

   e) As-builts and/or maps

   f) 811/One Call tickets and all correspondence with utility locaters

B. Drawing of the project layout with control point list. Drawing files shall include breaklines and exported xml file of the surface generated.

C. SUE Plans

D. SUE Level A testhole reports

E. Temporary Right of Entry Letters

TASK 8. ENVIRONMENTAL ASSESSMENT

8.1. Natural Resources

An on-site delineation of waters of the U.S. (WOTUS) will be conducted, including ordinary high-water mark and wetland boundary identification as defined in Section 404 of the Clean Water Act (CWA) within the project area. The determination will be conducted according to the protocols established in the U.S. Corps of Engineers (USACE).

An environmental report sufficient for submittal to the USACE will be prepared utilizing field data collected during the WOTUS determination to comply with current federal regulations. The environmental report will include the following:

- Wetland Delineation
- Jurisdictional Assessment

To comply with the Endangered Species Act and General Condition 18 of Nationwide Permit (NWP) 58 (Utility Line Activities for Water and Other Substances) a threatened and endangered (T&E) species habitat assessment will be conducted for the project area. ENGINEER shall coordinate with the USACE and submit documents, transmittals, and respond to comments from USACE with copies to the CITY.

8.2. Cultural Resources

a) Texas Historical Commission Notification Letter

To comply with the Antiquities Code of Texas (ACT), a notification letter will be prepared for submittal to the Texas Historical Commission (THC). The notification letter will minimally consist of a project description and a cultural resources desktop assessment. The desktop assessment will include a review of the proposed project. The file review will include datasets from the THC and the Texas Archeological Research Laboratory, the National Register of Historic Places (NRHP) database, U.S. Geological Survey historic topographic maps and historic aerial photography, and environmental and geologic characteristics within the project that may affect the probability for cultural resources to be present.

A draft notification letter to the THC will be submitted to the City of Stephenville for review. Following approval, it will be submitted to the THC for comment or concurrence.

b) Texas Antiquities Permit Application

A Texas Antiquities Permit (TAP) for cultural resources field investigations will need to be secured for the CITY. A TAP application will prepared and signed by a professional archeologist meeting the Secretary of the Interior qualification standards and listed as a Principal Investigator in Texas and submitted to the THC.

c) Cultural Resources Survey and Report

- Archeological Survey:

  An intensive terrestrial archeological survey will be performed under a TAP issued by the THC and directed by a professional archeologist who meets the requirements for Principal Investigator. The investigation will be performed in compliance with the National Historic Preservation Act and ACT; and the guidelines set forth by the CTA and THC. The survey will include at minimum, a pedestrian survey and shovel tests to investigate the project area.

  If a cultural resource site is identified, site recordation and delineation must be followed according to CTA and THC survey standards. Site recording and

reporting will be documented in a Cultural Resources/ Archeological Survey Report.

- Archeological Survey Report:

  Based on the intensive archeological survey results, a survey report will be prepared according to the Secretary of the Interior's Standards for Archeological Documentation, and the CTA and THC Guidelines for Cultural Resource Management Reports for submittal to the THC for review and approval. Documents and records will be curated at a state-approved facility to comply with the ACT and TAP requirements.

ASSUMPTIONS/DELIVERABLES

- Changes in workspace, concepts, or design that could increase or decrease survey areas will be immediately communicated. Increased level of effort and expenses required by project changes are not included in this scope.

- Cultural - This scope of services does not cover assessment of unmarked graves. As the site is adjacent to an existing cemetery, if unmarked graves are discovered during the site investigation, the client will be notified within 24 hours of discovery and provided an additional cost for this scope of services.

- Cultural - This proposal covers agency coordination, field survey of the entire project area, and report documentation. If additional survey is required, then those services will be covered under a separate scope of services.

- Cultural - If archaeological sites are discovered, each site delineation will be an additional fee per site and would require additional mobilization. Newly identified archaeological sites need to be delineated to find the full extent of the site boundaries within the project area. If any new archaeological sites are identified the CITY will be notified within 24 hours of discovery and provided an additional cost for this scope of services.

- Cultural – This proposal does not cover any specialized field investigations to identify possible unmarked graves including remote sensing techniques (e.g., ground-penetrating RADAR). If required by the THC, those services will be covered under a separate scope of services.

TASK 9. GEOTECHNICAL

- Provide for and coordinate geotechnical investigation required for design of the PROJECT;

- Drill, classify, and perform pertinent tests on soils at seventeen (17) locations for a total of 680 vertical feet along final selected pipeline routes. If number of borings required or if average boring depth exceeds these values, additional compensation may be required as SUPPLIMENTAL SERVICES;

- Continuous sampling is planned for the five (5) borings associated with trenchless crossings. Monitor wells will be installed at five (5) of the boring locations associated with the trenchless crossings for CITY to conduct long-term water level

readings.

- Geotechnical investigation for the identified trenchless sections will be conducted for the development of a Geotechnical Baseline Report (GBR) providing the CONTRACTOR with a summary of geotechnical substrate properties, interpretation of the implications of ground conditions, and an assessment of potential risks for each of the tunnel and shaft portals for the project.

- CITY will assist the ENGINEER to arrange for and provide access to private property if necessary for soil borings. If reasonable access is not available to selected sites, or if any tracked or other special vehicles are needed for site access, additional compensation may be requested as SUPPLEMENTAL SERVICES; and

- Prepare a data report containing recommendations regarding surface and sub-surface conditions, soil and geologic conditions along proposed pipeline alignments, excavation considerations, anticipated settlement, compaction, fill and trench protection requirements, and bore requirements. Provide two (2) copies of geotechnical investigation summary report for CITY'S records.

ASSUMPTIONS/DELIVERABLES

- **17** Geotechnical borings are expected for this project.
- Geotechnical Data Report (GDR).
- Geotechnical Baseline Report (GBR).
- Monitoring Well Report

TASK 10. PERMITTING/AGENCY COORDINATION

10.1 The ENGINEER will assist the CITY in obtaining necessary permits and assessments as determined to be needed for the PROJECT. ENGINEER shall work to meet their requirements, as part of the design scope. If extra or additional permitting services are required including and in addition to those listed below, additional compensation may be requested as a SPECIAL SERVICE.

10.2 The ENGINEER shall contact local, state and federal agencies to determine applicable rules and regulations and permitting requirements which apply to the PROJECT and furnish the CITY with draft permit applications and engineering data (exhibits, plan sheets, etc.) necessary for the CITY's' submission of applications for routine permits required by the agencies. Task includes meeting with CITY and addressing one round of comments. Anticipated permits could include:

- Texas Department of Transportation (TxDOT) – Prepare TxDOT permit application for pipeline crossings and encroachments. ENGINEER will attend two (2) meetings with TxDOT to discuss review comments.

- Railroad and Utility crossing permits – Prepare permit applications for Railroad and/or other Utility for pipeline crossings and encroachments. ENGINEER will

attend four (4) meetings, if needed, with Fort Worth & Western Railroad to discuss review comments.

- Gas Lines (Petroleum or others)
- Franchise: Utilities including, but not limited to;. Atmos, Oncor, and United Cooperative Services.

ASSUMPTIONS

- Permit application preparation will begin after approval of the Conceptual Design.

TASK 11. CONSTRUCTION PHASE SERVICES AND PROJECT CLOSEOUT

Upon negotiations and Council authorization ENGINEER will support the construction phase of the project as follows.

11.1 Construction Support

- The ENGINEER shall attend the preconstruction conference.
- Attend Public Meetings if required
- The ENGINEER shall visit the project site monthly as construction proceeds to observe and report on progress.
- The ENGINEER shall facilitate monthly progress meetings with CONTRACTOR and CITY.
- ENGINEER shall ensure copies of all construction-phase correspondence, RFI's, Shop Drawings, etc. are provided to the CITY.
- As requested by the CITY, the ENGINEER shall provide necessary interpretations and clarifications of contract documents, perform submittals review as well as review change orders, and make recommendations as to the acceptability of the work.
- Shop Drawing Review, Review Shop Drawings, Create Submittal Log, Track Changes Until Approval
- Review lab reports from materials testing firm for associated trench work. Provide necessary feedback summarizing reviewed reports.
- Respond to Request for Infomration (RFI's)
- Change Order Review
- The ENGINEER shall attend the "Final" project walk through and assist with preparation of final punch list

11.3 Record Drawings

1) The ENGINEER shall provide As-Built Survey and prepare Record Drawings from information provided by the CONTRACTOR and CITY, depicting any changes made to the Final Drawings during construction. The following information shall be provided by the CITY:
    - Red-Line Markups from Contractor
    - Red-Line Markups from City Inspector
    - Copies of Approved Change Orders

- Approved Substitutions

- The ENGINEER shall modify the Final Drawings electronically and shall place a stamp on the plans indicating that they represent Record Drawings of the project as constructed. The stamp shall be signed and dated by the ENGINEER and shall be placed on each plan sheet, whether there are any revisions on the sheet or not. Each sheet shall clearly indicate all changes which apply to that sheet by clouding and numbering, or other suitable means.
- The following disclaimer shall be included with the Record Drawing stamp:
  - These Record Drawings were prepared using information provided by others and represent the as constructed conditions to the extent that documented changes were provided for recording. The ENGINEER assumes no liability for undocumented changes and certifies only that the documented changes are accurately depicted on these drawings.
- The ENGINEER shall submit a set of sealed Final Drawings, modified and stamped as Record Drawings. The ENGINEER may keep copies of the information provided by the CITY for their files, but all original red-lined drawings shall be returned to the CITY.
- Record Drawings shall be submitted in Adobe Acrobat PDF and .DWG format.

Level of Effort Table
TASK BREAKDOWN

Task No.	Task Description	
1.0	Alignment Study (30 Percent)	$ 155,000.00
2.0	Preliminary Design (60 Percent)	$ 469,500.00
3.0	Final Design (90 Percent) and Contract Documents (100 Percent)	$ 435,550.00
4.0	Bid Phase	$ 51,574.00
5.0	Supplemental Design Services	$ 50,000.00
6.0	ROW/Easement Survey/Legal Description Services	$ 108,000.00
7.0	Survey and Subsurface Utility Engineering Services	$ 140,730.00
8.0	Environmental Assessment	$ 45,580.00
9.0	Geotechnical	$ 156,280.00
10.0	Permitting/Agency Coordination	$ 70,320.00
11.0	Construction Phase Services and Project Closeout	To Be Determined
	Sub Markup	$ 28,500.00
	Not-to-Exceed Total Project Cost	$1,710,984.00

Project Schedule
City of Stephenville - Eastside Sewer Interceptor
Phase III

ID	Task Name	Duration	Start	Finish
1	**Design Schedule**	**400 days**	**Mon 7/14/25**	**Mon 1/25/27**
2	Notice to Proceed	0 days	Mon 7/14/25	Mon 7/14/25
3	Design Management	400 days	Tue 7/15/25	Mon 1/25/27
4	**Alignment Study (30 Percent)**	**75 days**	**Tue 7/15/25**	**Mon 10/27/25**
5	Data Collection	15 days	Tue 7/15/25	Mon 8/4/25
6	Route Study Design	60 days	Tue 7/15/25	Mon 10/6/25
7	Route Study Submittal	0 days	Mon 10/6/25	Mon 10/6/25
8	City Review	15 days	Tue 10/7/25	Mon 10/27/25
9	**Design Services**	**180 days**	**Tue 12/23/25**	**Mon 8/31/26**
10	Preliminary Design (60 Percent)	60 days	Tue 12/23/25	Mon 3/16/26
11	Preliminary Design (60 Percent) Submittal	0 days	Mon 3/16/26	Mon 3/16/26
12	City Review	15 days	Tue 3/17/26	Mon 4/6/26
13	Final Design (90 Percent)	60 days	Tue 4/7/26	Mon 6/29/26
14	Geotechnical Baseline Report	60 days	Tue 4/7/26	Mon 6/29/26
15	Final Design (90 Percent) Submittal	0 days	Mon 6/29/26	Mon 6/29/26
16	City Review	15 days	Tue 6/30/26	Mon 7/20/26
17	Final Construction Documents (100 Percent)	30 days	Tue 7/21/26	Mon 8/31/26
18	Final Construction Documents (100 Percent) Submittal	0 days	Mon 8/31/26	Mon 8/31/26
19	**ROW/Easement Acquisition**	150 days	Tue 2/3/26	Mon 8/31/26
20	**Survey**	40 days	Tue 10/28/25	Mon 12/22/25
21	**Subsurface Utility Engineering**	15 days	Tue 12/2/25	Mon 12/22/25
22	**Environmental Assessment**	30 days	Tue 10/28/25	Mon 12/8/25
23	**Geotechnical Investigations and Reports**	30 days	Tue 10/28/25	Mon 12/8/25
24	**Agency Coordination and Permitting**	**150 days**	**Tue 2/3/26**	**Mon 8/31/26**
25	TxDOT Permit	60 days	Tue 4/7/26	Mon 6/29/26
26	Railroad Permit	150 days	Tue 2/3/26	Mon 8/31/26
27	USACE Nationwide permit	90 days	Tue 4/7/26	Mon 8/10/26
28	**Bid Phase Services/Council Approval**	90 days	Tue 9/1/26	Mon 1/4/27
29	**Construction Phase**	560 days	Tue 1/5/27	Mon 2/26/29

Project: City of Stephenville - Eastside Sewer Interceptor, Phase III
Date: Tue 7/1/25

Task
Split
Milestone
Summary
Project Summary
External Tasks
External Milestone
Inactive Milestone
Inactive Summary
Manual Task
Duration-only
Manual Summary Rollup
Manual Summary
Start-only
Finish-only
External Tasks
External Milestone
Progress
Deadline

Page 1

Public Works

STAFF REPORT

SUBJECT: Landfill Gas Monitoring Probe Network - Professional Services
MEETING: Public Works Committee Meeting – 01 JUL 2025
DEPARTMENT: Public Works
STAFF CONTACT: Nick Williams

RECOMMENDATION:

Staff recommends approval of the professional services agreement with Biggs and Mathews Environmental, Inc. for the design and installation of a gas monitoring probe network at the Stephenville Landfill as required by the state.

BACKGROUND:

The Texas Commission on Environmental Quality issued a Limited Scope Major Amendment on April 17, 2025 to the City of Stephenville Landfill following a lengthy process to reclaim approximately 1,000,000 cubic yards of air space. As part of the permit approval process, and is customary for all newly permitted landfills, the landfill is now required to install and maintain the gas monitoring probe network within 180 days of permit approval.

PROJECT:

The proposed professional services agreement provides for the design and installation, construction oversight, and testing of fourteen (14) permanent gas monitoring probes in accordance with the approved permit's Gas Monitoring Plan within the 180-day permit requirement by October 14, 2025.

FISCAL IMPACT SUMMARY:

The agreement proposes to perform the work for $117,875.00.
Sufficient funds exist in the current FY24-25 budget to provide this state-mandated project.

ATTACHMENTS:

Professional Services Agreement with Biggs & Mathews Environmental, Inc.
A copy of the proposed professional services agreement is attached to this memo.

SCOPE OF SERVICES

City of Stephenville Landfill

Gas Monitoring Probe Network Installation

June 2025

Prepared By

BIGGS & MATHEWS ENVIRONMENTAL
1700 Robert Road, Suite 100 ◆ Mansfield, Texas 76063 ◆ 817-563-1144

SCOPE OF SERVICES

Project Understanding

The Texas Commission on Environmental Quality (TCEQ) requires installation of landfill gas (LFG) monitoring probes in accordance with the approved Limited Scope Permit Amendment Application for TCEQ Permit No. MSW 644. The following scope provides the services required by 30 TAC §330.377 and the TCEQ Municipal Solid Waste Regulations.

The City of Stephenville seeks to install fourteen (14) permanent LFG monitoring probes outside the perimeter of the waste fill area, near the facility boundary, to detect potential LFG migration. The monitoring network will consist of probes GMP-1 through GMP-14 as detailed in the approved Landfill Gas Management Plan (Attachment 14 of the Limited Scope Permit Amendment Application).

BME will provide professional engineering services for the installation and initial testing of the LFG monitoring probe network in accordance with the approved design specifications and TCEQ regulations.

DETAILED SCOPE OF SERVICES

Gas Monitoring Probe Installation

BME will provide construction oversight and quality assurance services for the installation of fourteen (14) permanent LFG monitoring probes in accordance with the approved Landfill Gas Management Plan. Installation activities will include:

- Pre-construction activities including utility clearance coordination and site preparation
- Field oversight of drilling operations for probe installation at locations GMP-1 through GMP-14
- Quality assurance during probe installation including verification of:
    - Proper probe depths as specified in Table 14-1 (ranging from 12 to 49 feet)
    - Correct bottom of probe elevations (1437 ft msl for all probes)
    - Appropriate backfill and sealing materials
    - Documentation of installation procedures, field conditions, and as-built probe configurations
    - Initial probe testing

Professional Services

David Clark, P.E. or Randy Taylor, P.E., will serve as the Professional of Record (POR) for the gas monitoring probe installation services.

PROJECT BUDGET

Table 1 provides the estimated costs for the described scope of services.

Table 1
Estimated Costs

PROJECT	Cost
Gas Monitoring Probe Installation	
Total Estimated Cost:	$117,875

Project Schedule

Gas monitoring probe installation will be coordinated through the city's Public Works Department. Installation to be completed by October 14, 2025 in accordance with the recently approved limited scope permit amendment application for the Stephenville Landfill.

Additional Services

It is not anticipated that additional services will be required for this project. However, should conditions change that require additional services BME will inform the City of each specific requirement or additional service. BME will not exceed the project budget identified in this scope of services without specific written authorization from the City.

Authorization

This AGREEMENT is entered into on the date of execution by and between Biggs and Mathews Environmental, Inc., a Texas corporation, hereinafter referred to as CONSULTANT and the City of Stephenville, hereinafter referred to as OWNER. This AGREEMENT may only be changed by written amendment executed by both parties.

City of Stephenville

By: _____

Title: _____

Date: _____

Biggs and Mathews Environmental, Inc.

By: _____

Title: PRINCIPAL

Date: 6-27-25

BIGGS & MATHEWS ENVIRONMENTAL, INC
TBPELS No. F-256 AND No. 10194895 TBPG No. 50222

SCHEDULE OF CHARGES

2025

PERSONNEL CHARGES

Category	Billing Rate Range $ Per Hour
Administrative/Project Assistant	60 – 80
Sr. Administrative/Project Assistant	80 – 100
Designer/Technician/Field Services	65 – 85
Sr. Designer/Sr. Technician/Sr. Field Services Technician	80 – 110
Engineer/Scientist	80 – 125
Project Engineer/Scientist	95 – 150
Senior Project Engineer/Scientist	125 – 175
Principal Engineer/Scientist	175 – 250
Survey – Technician	110
Survey – Two (2) Person Field Crew	155
Survey – RPLS	165

Depositions and expert witness testimony, including preparation time, will be billed at 1.5 times the above hourly rates.

OUTSIDE SERVICES

Charges for special outside services, equipment, and facilities not furnished by Biggs and Mathews will be billed at cost plus 15%. Such charges may include the following services:

Printing and photographic reproduction	Tolls
Rented vehicles	Rented equipment
Transportation on public carriers	Shipping charges
Subconsultants	Meals and lodging
Special fees, permits, insurance, etc.	Consumable materials

COMMUNICATIONS

The cost of communications including express mail, postage and routine copying costs will be charged at a flat rate of 3% of total gross labor charges.

DIRECT CHARGES

Auto/Truck per mile	$ 1.00
Auto/Truck per day	$100.00
Storage of samples per month per container*	$ 5.00
Disposal per container*	$ 50.00
Survey Equipment per unit/per hour	$ 20.00

*A container is defined as a standard core box, a capped Shelby tube, or a sealed five-gallon bucket.

SUPPLEMENTAL SCHEDULES OF CHARGES (Schedules available upon request)

- Soils Laboratory
- Chemical Laboratory
- Chargeable Equipment Schedule

Payment

Monthly invoices are to be paid within 30 days from invoice date. Interest on late payments will be charged at a rate of 18% per annum.

CITY OF STEPHENVILLE LANDFILL
ERATH COUNTY, TEXAS
TCEQ PERMIT NO. MSW 664

LIMITED SCOPE PERMIT AMENDMENT APPLICATION

PART III – SITE DEVELOPMENT PLAN
ATTACHMENT 14

LANDFILL GAS MANAGEMENT PLAN

Prepared for

CITY OF STEPHENVILLE

March 2023

Revised August 2023

Biggs & Mathews Environmental, Inc.
Firm Registration No. F-256

Prepared by

BIGGS & MATHEWS ENVIRONMENTAL
1700 Robert Road, Suite 100 • Mansfield, Texas 76063 • 817-563-1144

TEXAS BOARD OF PROFESSIONAL ENGINEERS
FIRM REGISTRATION NO. F-256

TEXAS BOARD OF PROFESSIONAL GEOSCIENTISTS
FIRM REGISTRATION NO. 50222

8/15/2023

Biggs & Mathews Environmental, Inc.
Firm Registration No. F-256

CONTENTS

2 SITE CHARACTERISTICS

30 TAC §330.371

2.1 Introduction

The proposed LFG monitoring network will consist of 14 permanent LFG monitoring probes installed outside the perimeter of the waste fill area, near the facility boundary, to detect potential LFG migration. Structures within 1/4 mile of the facility boundary are shown on Drawing 14-4.3 in Appendix 14-1.

The type and frequency of LFG monitoring for this site are based on the following factors:

2.2 Soil Conditions

The site geologic conditions present at the City of Stephenville Landfill are discussed in Attachment 4.

2.3 Hydrogeologic Conditions

The hydrogeologic conditions present at the City of Stephenville Landfill are discussed in detail in Attachment 4.

2.4 Hydraulic Conditions

Hydraulic conditions at the City of Stephenville Landfill are discussed in Attachment 6.

2.5 Facility Structures Within the Permit Boundary

The City of Stephenville Landfill has a permit boundary encompassing approximately 100 acres, of which approximately 65.5 acres will be available for waste placement. There is 1 existing structure within the City of Stephenville Landfill permit boundary. The gate house is enclosed and has a continuous methane monitor. All enclosed structures will be monitored for the presence of LFG as described in Section 3.2.1 of this attachment. Refer to Appendix 14-1, Drawing 14-1.1 for location of facility structures.

2.6 Underground Utilities

There are utility lines or pipelines that cross the City of Stephenville Landfill Facility.

Table 14-1
City of Stephenville Landfill
Gas Probe Design Information

Probe Name	Ground Elevation (ft msl)	Bottom of Probe Elevation (ft msl)	Probe Depth (ft)
GMP-1	1449	1437	12
GMP-2	1466	1437	29
GMP-3	1450	1437	13
GMP-4	1466	1437	29
GMP-5	1486	1437	49
GMP-6	1486	1437	49
GMP-7	1472	1437	35
GMP-8	1467	1437	30
GMP-9	1462	1437	25
GMP-10	1460	1437	23
GMP-11	1471	1437	34
GMP-12	1478	1437	41
GMP-13	1475	1437	38
GMP-14	1460	1437	23

3.1.3 Utility Vents

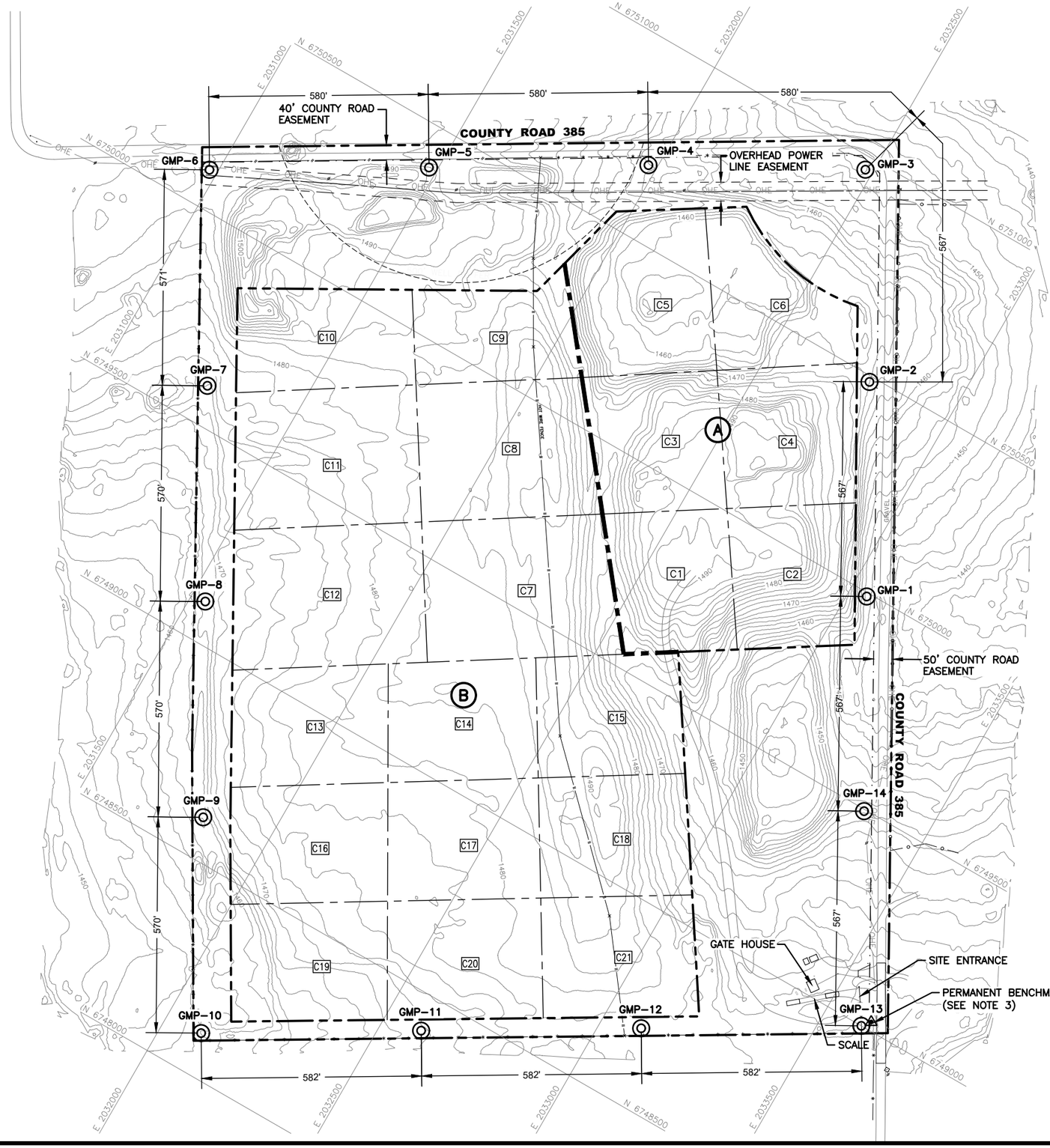
Utility vents will be installed within any utility line or pipeline easements in accordance with the detail shown on Appendix 14-1, Drawing 14-1.2, and in cooperation with the pipeline operators.

3.1.4 Monitoring Procedures

Monitoring will be conducted by a qualified landfill representative or a qualified consultant. To avoid artificially impacting the probe static pressure during the induction of the gas sample into the instrument, the static pressure will be measured and recorded prior to measuring gas composition. Static gas pressure will be measured and recorded in inches of water column.

During each monitoring event, the probes will be monitored for the following parameters:

- Static pressure, as measured in inches of water column, gauge
- Methane concentration, as measured in percent by volume
- Oxygen concentration (optional), as measured in percent by volume



0 150 300
SCALE IN FEET

LEGEND

- TYPE IV LANDFILL FOOTPRINT
- N 675000 — STATE PLANE GRID
- 1490 — EXISTING CONTOUR
- OHE — OVERHEAD ELECTRICAL EASEMENT
- ROADWAY EASEMENT
- PERMANENT BENCHMARK
- (A) AREA
- PROPOSED LANDFILL GAS PROBE
- ROADWAY EASEMENT
- C1 CELL DESIGNATION

NOTES:

1. PROPERTY LINE AND PERMIT BOUNDARY INFORMATION PROVIDED BY BRITTAIN & CRAWFORD, OCTOBER 6, 2022.
2. EXISTING GRADES COMPILED FROM DRONE TOPOGRAPHIC DATA COLLECTED BY BIGGS AND MATHEWS ENVIRONMENTAL ON OCTOBER 25, 2022.
3. PERMANENT BENCHMARK:
   N: 6749021.981
   E: 2033620.055
   ELEV: 1477.54 FT-MSL
4. GMP-1 THROUGH GMP-4 WILL BE INSTALLED DURING ONGOING FILL OPERATIONS PROGRESS IN CELLS 1-6.
5. GMP-5 THROUGH GMP-14 WILL BE INSTALLED AS FILL OPERATIONS PROGRESS IN CELLS 7-21

STATE OF TEXAS
FELIPE ANTONIO WESCOUP
103826
LICENSED PROFESSIONAL ENGINEER

8/15/2023

FOR PERMITTING PURPOSES ONLY

REVISIONS			
1	8/8/23	NOD 1 RESPONSE	BBB
REV	DATE	DESCRIPTION	DWN BY

LANDFILL GAS MANAGEMENT PLAN

CITY OF STEPHENVILLE
CITY OF STEPHENVILLE LANDFILL
LIMITED SCOPE AMENDMENT

BME
BIGGS & MATHEWS ENVIRONMENTAL
1700 ROBERT ROAD, STE. 100
MANSFIELD, TEXAS 76063
817-563-1144

TBPE FIRM NO. F-256
TBPG FIRM NO. 50222

DRAWING
14-1.1

C:\Users\bboles\AppData\Local\Temp\AcPublish_20192\14-1.1_LFGManagementPlan.dwg Layout: Layout1 User: bboles

CITY OF STEPHENVILLE LANDFILL
ERATH COUNTY, TEXAS
TCEQ PERMIT NO. MSW 644

LIMITED SCOPE PERMIT AMENDMENT APPLICATION

PART III – FACILITY INVESTIGATION AND DESIGN
ATTACHMENT 15
CONTAMINATED WATER MANAGEMENT PLAN

Prepared for

CITY OF STEPHENVILLE

March 2023

Revised August 2023

Biggs & Mathews Environmental, Inc.
Firm Registration No. F-256

Prepared by

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