

AGENDA FOR SPECIAL MEETING

KERRVILLE CITY COUNCIL

ON TUESDAY, FEBRUARY 3, 2015, 8:30 A.M.

UPSTAIRS CONFERENCE ROOM, CITY HALL

701 MAIN STREET, KERRVILLE, TEXAS

1. CALL TO ORDER

2. CONSIDERATION AND POSSIBLE ACTION:

2A. Presentation by LNV regarding the Phase I services for the expansion of the landfill and direction to staff.

2B. Authorization for the city manager to execute a professional services agreement with LNV for the Phase 2 services associated with the expansion of the municipal landfill.

2C. Presentation regarding proposal for collection services, recycling and transfer station operations and fees and direction to staff to amend agreements with Republic Services for collection and landfill services.

3. DISCUSSION AND DIRECTION TO STAFF REGARDING THE PROPOSED FISCAL YEAR 2016 BUDGET

4. ADJOURN.

The facility is wheelchair accessible and accessible parking spaces are available. Requests for accommodations or interpretive services must be made 48 hours prior to this event. Please contact the City Secretary's Office at 830-257-8000 for further information.

I do hereby certify that this notice of meeting was posted on the bulletin board at the city hall of the city of Kerrville, Texas, and said notice was posted on the following date and time: January 29, 2015 at 4:00 PM and remained posted continuously for at least 72 hours preceding the scheduled time of the meeting.

Cheryl Brown
Deputy City Secretary, City of Kerrville, Texas

**TO BE CONSIDERED BY THE CITY COUNCIL
CITY OF KERRVILLE, TEXAS**

SUBJECT: Presentation of the Phase 1, The Preliminary Assessments of Landfill Expansion.

FOR AGENDA OF: February 3, 2015 **DATE SUBMITTED:** January 29, 2015

SUBMITTED BY: Kristine Day  **CLEARANCES:**
Deputy City Manager

EXHIBITS:

AGENDA MAILED TO:

APPROVED FOR SUBMITTAL BY CITY MANAGER: 

Expenditure Required:	Current Balance in Account:	Amount Budgeted:	Account Number:
\$	\$	\$	

PAYMENT TO BE MADE TO:

REVIEWED BY THE DIRECTOR OF FINANCE:

SUMMARY STATEMENT

On June 10, 2014 LVN Engineering presented the Preliminary Solid Waste Management Study to Council. At that meeting LNV was approved to move forward with the Preliminary Assessment of Option C. Option C, is referred to as the "Big Hill", and would increase the lifespan of the Landfill for 49 years. LNV will present findings of the Phase 1 preliminary engineering for the landfill expansion .

RECOMMENDED ACTION

Accept Preliminary Assessment of Landfill Expansion.

**TO BE CONSIDERED BY THE CITY COUNCIL
CITY OF KERRVILLE, TEXAS**

SUBJECT: Authorize the City Manager to execute a Professional Services Agreement with LNV Engineering for the Phase 2 services associated with the expansion of the municipal landfill.

FOR AGENDA OF: 2/3/15

DATE SUBMITTED: 1/28/15

SUBMITTED BY: Stuart Barron *SB*
Public Works Director

CLEARANCES: Kristine Day *KD*
Deputy City Manager

EXHIBITS: Professional Services Agreement

AGENDA MAILED TO:

APPROVED FOR SUBMITTAL BY CITY MANAGER: *AD*

Expenditure	Current Balance	Amount	Account
Required:	in Account:	Budgeted:	Number:
\$ 122,600.00	\$ 365,000.00	\$ 500,000.00	70-7800-306

PAYMENT TO BE MADE TO: LNV, Corpus Christi, Texas

REVIEWED BY THE FINANCE DEPARTMENT:

SUMMARY STATEMENT

On 8/12/2014, City Council authorized the City Manager to execute a professional services contract with LNV Engineering to conduct a Preliminary Assessment for phase 1 of the landfill expansion. The area where the studies were conducted has been referred to as the "Big Hill" or Option C, which is adjacent to the existing Landfill. The assessment was phase 1 of the permit expansion and the cost for this step was \$100,000.00.

LNV has completed the assessment and has deemed the area suitable for expansion. This area, if permitted will extend the life of the Landfill by 49 years. In addition, staff would also like to include another area that has been previously evaluated. The evaluation of the second area does not significate increase the cost of the project and will more than double the lifespan of the landfill. The area is referred to as the "Western Expansion" or Option D and is located west of the existing landfill and has the potential to add 52 years. Permitting both areas would increase the lifespan of the landfill by 101 years.

At the February 3, 2015 meeting, LNV presented the findings of phase 1 and recommended work for Phase 2 of the expansion permitting process. Phase 2 includes completion of additional detailed assessments for both Option C and Option D. The additional detail assessment will include an archaeological survey, biological survey, wetland delineation, water level reading, floodplain coordination, boring location plan, and a report of findings. This work is necessary clearance for TCEQ permitting.

RECOMMENDED ACTION

The Director of Public Works recommends authorizing the City Manager to execute a Professional Services Agreement with LNV Engineering for the Phase 2 services associated with the expansion of the municipal landfill.

PROFESSIONAL SERVICES AGREEMENT

[FIRM: LNV, Inc. | PROJECT-SERVICES: Assessments for Landfill Expansion]

THIS AGREEMENT is entered into the ____ day of _____, 2015 (“Effective Date”), by and between the **CITY OF KERRVILLE, TEXAS** (“CITY”) and **LNV**, (“CONSULTANT”), and at times, collectively referred to herein as “parties”.

WHEREAS, CITY hires CONSULTANT to perform certain work and services set forth in Scope of Services, marked **Exhibit A**, and attached hereto and incorporated herein, toward completion of the Project; and

WHEREAS, CONSULTANT has expressed a willingness to perform said work and services as specified under Article I of this Agreement;

NOW, THEREFORE, the parties agree as follows:

I. CONSULTANT’S SERVICES

CONSULTANT shall perform and pay for all labor, tools, materials, equipment, supplies, transportation, and management necessary to perform all services set forth in **Exhibit A** and all other professional services reasonably inferable from **Exhibit A** and necessary for complete performance of CONSULTANT’s obligations under this Agreement, collectively referred to herein as “Services”. CITY may, at any time, stop CONSULTANT from performing the Services upon giving CONSULTANT written notice. To the extent of any conflict between the terms of this Agreement and **Exhibit A**, the terms of this Agreement will prevail.

II. CONSULTANT’S RESPONSIBILITIES

A. CONSULTANT shall, upon review of the description of the Project provided by CITY, prepare and provide to CITY the specific Services required to complete the Project, which is attached as **Exhibit A**.

B. CONSULTANT shall use its best efforts, skill, judgment, and abilities in performing the Services in an expeditious and timely manner consistent with the applicable professional standards of care and the orderly progress of the Project. CONSULTANT shall at all times provide sufficient personnel to accomplish the Services in a timely manner. CONSULTANT shall manage the Services, administer the Project, and coordinate other professional services as necessary for the complete performance of CONSULTANT’s obligations under this Agreement. CONSULTANT shall periodically report the status of the Services to CITY as is appropriate to keep CITY informed as to the status of the work.

C. CONSULTANT shall perform the Services in compliance with all applicable federal, state, and municipal laws, to include building codes and accessibility standards (e.g., Americans with Disabilities Act) and with those of any other entity having jurisdiction over the Project. In addition, CONSULTANT shall perform the Services in a manner consistent with generally accepted standards for its profession.

D. Plans, drawings, specifications, and/or other reports produced by CONSULTANT (collectively referred to herein as "Design Documents") pursuant to the Services must be reasonably accurate and free from material errors or omissions. CONSULTANT shall promptly correct any known or discovered error, omission, or other defect in the Design Documents without any additional cost or expense to CITY and notify of CITY of same.

E. CONSULTANT shall designate a representative primarily responsible for its performance of the Services. The designated representative shall act on behalf of CONSULTANT with respect to all phases of the Services and shall be available as required for the benefit of the Project and CITY. CONSULTANT shall not change the designated representative without prior written approval of CITY, which approval may not be unreasonably withheld.

III. CITY'S RESPONSIBILITIES

A. CITY shall provide CONSULTANT with a full description of the Project.

B. CITY shall furnish surveys, geotechnical reports, or other special investigations or tests, including structural, mechanical, chemical, for the Project site as requested by the CONSULTANT and as reasonably necessary for the completion of the Services.

C. CITY shall review the Design Documents. CITY shall notify CONSULTANT of any design fault or defect in the Services or Design Documents of which CITY becomes aware.

D. CITY shall furnish required information and services and shall render approvals and decisions as expeditiously as necessary for the orderly progress of the Services.

E. CITY designates **Kristine Day, Deputy City Manager [(830) 258-1106]**, as its representative authorized to act on its behalf with respect to the Project.

IV. PAYMENT

CITY shall compensate CONSULTANT for the Services in an amount not to exceed **\$122,600.00**. CITY shall make payment to CONSULTANT within 30 days of CITY's receipt of an invoice.

V. TIME FOR PERFORMANCE

A. CONSULTANT shall commence its work immediately upon the parties' execution of this Agreement and proceed diligently with said work, except for delays beyond the reasonable control of CONSULTANT, to completion.

B. In the event CONSULTANT's performance of this Agreement is delayed or interfered with by acts of CITY or others, CONSULTANT may request an extension of time for the performance of same as hereinafter provided, but shall not be entitled to any increase in fee or

price, or to damages or additional compensation as a consequence of such delays unless such delays exceed 90 days.

C. CITY is not obligated to approve and may not approve any allowance of an extension of time for any cause whatever claimed or made by CONSULTANT, unless CONSULTANT shall have made written request upon CITY for such extension within forty-eight (48) hours after the cause for such extension occurred, and unless CITY and CONSULTANT have agreed in writing upon the allowance of additional time to be made.

VI. DOCUMENTS

A. CONSULTANT shall submit all Design Documents to CITY for approval. All Design Documents must be professionally sealed as required by law or by CITY.

B. CONSULTANT shall deliver the Design Documents, together with any necessary supporting documents, to CITY and CITY has unlimited rights, for the benefit of CITY, in all Design Documents, including the right to use same on any other work of CITY without additional cost to CITY. If CITY uses the Design Documents on any work of CITY other than that specified in the Services, then under those circumstances and only to the extent allowed by law, CONSULTANT, its officers, agents, servants, and employees will not be liable for damages or claims arising from any inaccuracy or any use of the Design Documents with respect to such other work, and except where CONSULTANT participates in such other work.

C. CONSULTANT grants CITY a royalty-free, perpetual license and right, to survive the termination of this Agreement, to all Design Documents which CONSULTANT may cover by copyright and to all designs as to which CONSULTANT may assert any rights or establish any claim under the design patent or copyright laws. This license includes CITY's right to use and reproduce these documents as necessary to implement any CITY project which may require the use of these documents. Further, CONSULTANT acknowledges that CITY is subject to Chapter 552 of the Government Code, commonly known as the "Texas Public Information Act," and hereby waives and releases the CITY from any claims against CITY for providing copies of the Design Documents in compliance with that Act. CONSULTANT, after completion of the Project, shall immediately furnish originals of all Design Documents to CITY.

D. CONSULTANT shall ensure that all text documents supplied to CITY as provided herein are fully compatible with MS Word and that all drawings are fully compatible with Adobe PDF format.

VII. TERMINATION

A. CITY or CONSULTANT may suspend or terminate this Agreement for cause or without cause at any time by giving written notice to the other party. In the event suspension or termination is without cause, CITY's payment to CONSULTANT, in accordance with this Agreement, will be made on the basis of the Services reasonably determined by CITY to be satisfactorily performed to date of suspension or termination. In addition, CITY's payment is

subject to the CONSULTANT's delivery of all documents and reports reasonably required by CITY, to include Design Documents, invoices, statements, and accounts.

B. Should CITY require a modification to this Agreement, and in the event CITY and CONSULTANT fail to agree upon such modification, either CITY or CONSULTANT have the option of terminating this Agreement. Thereafter, CITY shall pay CONSULTANT in accordance with this Agreement for the Services mutually agreed upon by CITY and CONSULTANT to be properly performed by the CONSULTANT prior to such termination date.

VIII. INSURANCE

CONSULTANT shall provide and maintain in full force and effect during the term of this Agreement the following types of insurance and liability coverage:

A. Workers Compensation with statutory limits.

B. Auto insurance, including insurance covering the operation of owned and non-owned automobiles, trucks and other vehicles, and protecting CONSULTANT and CITY as an additional insured with limits not less than \$500,000/\$1,000,000/\$250,000.

C. General Liability Insurance covering personal and bodily injuries or death in the sum of not less than Five Hundred Thousand Dollars (\$500,000.00) per occurrence and One Million Dollars (\$1,000,000.00) aggregate. Insurance covering damages to property in the sum of not less than Two Hundred Fifty Thousand Dollars (\$250,000.00). The General Liability Insurance must name the CITY as an additional Insured.

D. Professional Liability Errors and Omissions Insurance covering CONSULTANT's provision of Services in the sum of not less than Five Hundred Thousand Dollars (\$500,000.00) per occurrence and Five Hundred Thousand Dollars (\$500,000.00) aggregate.

E. CONSULTANT shall furnish CITY with signed Certificates of Insurance, satisfactory to CITY, showing compliance with the requirements of this Article before commencement or continuation of the Services. The certificates must provide 30 days written notice to CITY, prior to the cancellation or modification of any insurance required herein, and CONSULTANT shall maintain all such insurance for four years following termination of this Agreement.

IX. INDEMNIFICATION FOR INJURY AND PERFORMANCE

A. **CONSULTANT shall protect, indemnify, and hold harmless CITY, its officers, agents, servants, and employees, hereinafter individually and collectively referred to as "Indemnitee(s)", from and against suits, actions, claims, losses, liability, or damage of any character and from and against costs and expenses, including, in part, attorney fees incidental to the defense of such suits, actions, claims, losses, damages, or liability on account of injury, disease, sickness, including death, to any person or damage to property including, in part, the loss of use resulting therefrom, arising from any negligent act, error, or omission of CONSULTANT, its officers, employees, servants, agents, or subcontractors,**

or anyone else under CONSULTANT's, direction and control, and arising out of, resulting from, or caused by the performance or failure of performance of the Services, or from conditions created by the performance or non-performance of said work. In the event one or more of the Indemnitees is determined by a court of law to be jointly or derivatively negligent or liable for such damage or injury, CONSULTANT shall indemnify Indemnitee(s) as provided herein on a proportionate basis in accordance with the final judgment, after all appeals are exhausted, determining such joint or derivative negligence or liability.

B. CONSULTANT is not responsible for the actions of the CITY's contractor to perform the construction of the improvements covered under this Agreement.

C. Acceptance and approval of any work or final plans by CITY neither constitutes nor may be deemed a release of this responsibility and liability of CONSULTANT, its employees, associates, agents, and consultants for the accuracy or competency of their designs, working drawings, and specifications, or other documents and work; nor shall such approval be deemed to be an assumption of such responsibility by CITY for any defect in the Design Documents, or CONSULTANT's employees, contractor, agents, and consultants.

X. INDEMNIFICATION FOR UNEMPLOYMENT COMPENSATION

CONSULTANT agrees that it is an independent contractor and not an agent of CITY, and that CONSULTANT is subject, as an employer, to all applicable Unemployment Compensation Statutes, so as to relieve CITY of any responsibility or liability from treating CONSULTANT's employees as employees of CITY for the purpose of keeping records, making reports or payments of Unemployment Compensation taxes or contributions. **CONSULTANT shall indemnify and hold CITY harmless and reimburse it for any expenses or liability incurred under said statutes in connection with employees of CONSULTANT.**

XI. INDEMNIFICATION FOR PERFORMANCE

CONSULTANT shall defend and indemnify Indemnitees against and hold CITY and the premises harmless from any and all claims, suits, or liens based upon or alleged to be based upon the non-payment of labor, tools, materials, equipment, supplies, transportation, and management costs incurred by CONSULTANT in performing the Services.

XIV. DEFAULT OF CONSULTANT

In the event CONSULTANT fails to comply or becomes disabled and unable to comply with this Agreement as to the quality or character of the Services or time of performance, and the failure is not corrected within ten (10) days after written notice from CITY to CONSULTANT, CITY may, at its sole discretion, without prejudice to any other right or remedy:

A. Terminate this Agreement and be relieved of the payment of any further consideration to CONSULTANT except for all work determined by CITY to be satisfactorily completed prior to

termination. Payment for work satisfactorily completed will equal actual costs, including reasonable salaries and travel expenses of CONSULTANT to and from meetings called by CITY at which CONSULTANT is required to attend, but shall not include any loss of profit of CONSULTANT. In the event of such termination, CITY may complete the services in any manner deemed proper by CITY, either by the use of its own forces or by assigning the work to others. In either event, CONSULTANT is liable for all costs in excess of the total contract price under this Agreement incurred to complete the Services and CITY may deduct the costs CITY incurs out of such monies as may be due or that may thereafter become due to CONSULTANT under this Agreement.

B. CITY may, without terminating this Agreement or taking over the Services, furnish the necessary materials, equipment, supplies, and/or help necessary to remedy the situation, at the expense of CONSULTANT.

XV. MISCELLANEOUS PROVISIONS

A. Entire Agreement. This Agreement supersedes all prior agreements, written or oral, between CITY and CONSULTANT and constitutes the entire and integrated Agreement and understanding between the parties with respect to the subject matter of the Agreement. This Agreement may only be amended by a written instrument signed by both parties.

B. Assignment. This Agreement is a personal service contract for the services of CONSULTANT and CONSULTANT's interest in this Agreement, duties hereunder, and/or fees due may not be assigned or delegated to a third party without the written consent of CITY. Sale of more than fifty percent (50%) ownership of CONSULTANT will be considered an assignment.

C. Adjustment in Services. CONSULTANT shall not make any claims for extra services, additional services, or changes in the Services without a written agreement with CITY prior to the performance of such services.

D. Applicable Law. This Agreement must be construed, interpreted, and applied in accordance with and governed by and enforced under the laws of the State of Texas without giving effect to principles of conflict of law. Venue will occur in Kerr County, Texas.

E. Waiver. A delay or omission by either party in exercising any right or power under the Agreement may not be construed as a waiver of that right or power. A waiver by either party of any term or condition of the Agreement may not be construed as a waiver of any subsequent breach of that term or condition or of any other term or condition of the Agreement. Further, neither CITY's review, approval, or acceptance of, nor payment for any of the Services may be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement.

F. Severability. If any provision of this Agreement is determined to be invalid or unenforceable in any respect, that determination may not affect any other provision of this Agreement which will be interpreted as if the invalid or unenforceable provision had not been included.

G. Independent Contractor. CONSULTANT agrees that CONSULTANT is engaged as an independent contractor and that City has no responsibility to provide CONSULTANT or its employees with any benefits associated with employee status. CONSULTANT shall neither hold itself out as nor claim to be an officer, partner, employee, or agent of CITY.

H. Exhibits. The following exhibit(s) is attached to this Agreement and is (are) included herein for all purposes:

Exhibit A Scope of Services

I. Execution Becomes Effective. This Agreement is effective as of the Effective Date.

J. Notices and Authority. CONSULTANT shall send all notices required under this Agreement to the City Manager at City Hall, 701 Main Street, Kerrville, TX 78028. CONSULTANT agrees that only the City Manager, or designee, has the authority to represent CITY or bind CITY under this Agreement. CITY shall send all notices required under this Agreement to the CONSULTANT at:

LNV, Inc.
801 Navigation, Suite 300
Corpus Christi, TX 78408

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date.

OWNER
THE CITY OF KERRVILLE

CONSULTANT
LNV ENGINEERING

BY: _____
TITLE: CITY MANAGER

BY: _____
TITLE: _____

ATTEST:

Brenda G. Craig, City Secretary

APPROVED AS TO FORM:

Michael C. Hayes, City Attorney



engineers | architects | contractors

EXHIBIT "A"

SOLUTIONS TODAY WITH
A VISION FOR TOMORROW

January 28, 2015

Proposal No. 140367.010.1-1

Ms. Kristine Day
Deputy City Manager
City of Kerrville
701 Main Street
Kerrville, TX 78028

Re: Response to Request for Proposal
Additional Detailed Assessments for Landfill Expansion

Dear Ms. Day:

LNV, Inc. (LNV) is pleased to submit this proposal to the City of Kerrville, hereafter referred to as "the City", to perform additional detailed assessments for an expansion of the City's existing Type I municipal solid waste landfill.

PROJECT BACKGROUND

Following submittal of a report by LNV entitled, *Preliminary Solid Waste Management Study*, dated June 4, 2014, authorization was given to further investigate Landfill Expansion Option C, which is south and southeasterly into the "Big Hill" (Big Hill Expansion). At the request of the City, previous assessments of Western Expansion or Option D were also reviewed and the feasibility of combining the Big Hill Expansion and the Western Expansion (Combined Expansion) was considered. In a report entitled *Preliminary Assessment of Landfill Expansion*, dated November 26, 2014, LNV presented the results of the preliminary assessments and investigations performed for each of the expansion options and provided a recommendation to pursue further evaluations to obtain additional and more detailed information, update previous assessments, and initiate/continue depth to groundwater measurements. The information is necessary to design and prepare a permit amendment application for the landfill expansion. Completion of the additional evaluations/assessments is recommended prior to initiating landfill expansion design and permitting efforts.

The City has a contract with Freese and Nichols, Inc. to complete a study for effluent reuse ponds in the vicinity of the landfill. Due to the close proximity and the similarity in the required assessments for the reuse pond project and the landfill expansion project, combining efforts for portions of these projects would be beneficial and cost effective for the City. Therefore, LNV will coordinate with Freese and Nichols, Inc. and the City to combine assessments, where practical.

PROJECT SEQUENCE

Completed: Phase 1 - Preliminary Assessments and Investigations

Preliminary assessments and investigations were performed for each of the two landfill expansion options. Preliminary assessments for archaeological, biological (threatened and endangered species), wetlands, and floodplain were performed. A subsurface investigation which included soil borings, laboratory analysis and depth to groundwater readings was also performed. Based on these preliminary assessments, further evaluations are necessary in order to obtain additional and more detailed information and to update previous assessments. Initiating/continuing depth to groundwater measurements is also necessary.

Currently Proposed: Phase 2 – Additional Detailed Assessments

To demonstrate compliance with applicable regulations regarding archaeological and biological resources, additional detailed assessments are required. Due to the location of the expansion footprint, delineation of wetlands/waters of the U.S. and a floodplain analysis is required to determine impacts of the landfill expansion. Where practicable, LNV will coordinate with Freese and Nichols, Inc. to combine efforts. Initiation/continuation of depth to groundwater measurements and submittal of a boring location plan to TCEQ for review and approval are also proposed in this phase. Details of the proposed additional detailed assessments are provided in the Scope of Services section below.

Future: Phase 3 – Design and Permitting

Once the additional detailed information is obtained during the Phase 2, design of landfill expansion and preparation of an application for permit amendment can be initiated. This phase includes, but is not limited, to preparation of technical documents and figures, surveying, transportation study, groundwater characterization, geology report, site development plan, site layout plan, underdrain design, slope stability and settlement analysis, soil and liner quality control plan, groundwater sampling and analysis plan, leachate and contaminated water management plan, site operating plan, final contour map, final closure plan, and closure and post closure cost estimates. Once finalized, the permit amendment application will be submitted to the Texas Commission on Environmental Quality (TCEQ).

Future: Phase 4 – Agency Review and Coordination

The TCEQ will review the submitted permit amendment application for administrative and technical completeness. During the review process, the TCEQ will issue notice of deficiency (NOD) letters requesting clarification and/or additional information. Responses to NODs and applicable revisions to permit amendment documents will be required. The City will also be required to publish public notices and hold a public meeting.

SCOPE OF SERVICES, PHASE 2 – ADDITIONAL DETAILED ASSESSMENTS

LNV's proposed scope of services to perform Phase 2 - Additional Detailed Assessments includes the following tasks:

- **Task 1: Archaeological Survey**

Background: For the Big Hill Expansion, the Texas Historical Commission (THC) has recommended that a professional archaeologist survey the previously unsurveyed portions of the proposed Big Hill Expansion footprint.

The Western Expansion footprint overlaps a recorded archaeological site (41KR501) which was identified during previous studies and assessments performed for the landfill and transfer station. Further evaluation is required to determine the State Antiquities Landmark (SAL) designation status of the recorded archaeological site (41KR501). Based on recent conversations with archaeologists, their opinions are that the site is not likely SAL-eligible. However, THC requires additional backhoe trenching, at a minimum, to demonstrate SAL designation status. If the site is determined ineligible, then no further archaeological surveys would be required for the Western Expansion.

In the event that backhoe trenching in the Western Expansion encounters site features clearly demonstrating archaeological significance of site 41KR501, more extensive excavations may be required to determine SAL eligibility. Under this scenario, an additional scope and fee will be prepared by LNV to perform more extensive excavations to determine SAL eligibility.

If the site is determined to be SAL-eligible, data recovery may be required in order to proceed with the Western Expansion. Due to costs associated with data recovery, the City may wish to consider revising the proposed expansion footprint to avoid SAL eligible site(s). LNV will consult with the archaeologist and the City to make a decision on the preferred path forward in this situation.

LNV has obtained proposals from qualified archaeologists to survey the Big Hill and Western Expansion footprints. It may be possible to complete the archaeological survey for the landfill expansion project along with the archaeological survey for the reuse pond project. LNV will coordinate with Freese and Nichols, Inc. and if possible, have archaeological survey(s) performed by the same archaeologist under one antiquities permit.

Scope of Services: This following subtasks are included in this task.

Subtask 1.1: Coordination and Project Management - LNV will coordinate with Freese and Nichols, Inc., to assess the practicality of combining efforts for archaeological surveys in the landfill expansion and the effluent reuse pond projects. If the surveys are combined, the scopes of services for both LNV and Freese and Nichols, Inc. will need to be amended accordingly to reflect the combined efforts.

Subtask 1.2: Archaeological Survey - If efforts for archaeological studies are not combined, LNV proposes retaining a qualified archaeologist to consult with the THC and obtain an Antiquities Permit to conduct an archaeological survey of the proposed expansion footprints (Big Hill and Western Expansion Options). The proposed survey for the Big Hill Expansion area includes pedestrian inspection and shovel testing. Sites, if any, will be logged with the Texas Archeological Research Laboratory (TARL). No

artifacts will be collected. For the Western Expansion, up to 10 backhoe trenches will be excavated within the expansion footprint. The archaeologist will document any cultural resources encountered in order to make preliminary determinations as to the significance of resources in terms of their eligibility for inclusion in the National Register of Historic Places (NRHP) and designation as SALs, as appropriate. Trenches will be backfilled upon completion. The scope of the archaeological survey outlined in this proposal includes preparing and submitting a report of the investigation to the THC.

Please note that the proposed scope and level of effort is subject to approval by THC during the antiquities permitting process.

Estimated Fee: Subtask 1.1 \$3,000
Subtask 1.2 \$27,000

The estimated fee for subtask 1.2 is for the proposed scope of services. This estimated fee assumes that the field survey of the Big Hill Expansion footprint will be negative for cultural resources and that the proposed backhoe trenches in the Western Expansion do not expose intact features, soil strata, or clusters of artifacts of possible significance which would require additional excavations.

Although not anticipated, if the THC requires a revised scope, the estimated fee may change. Any additional work can be negotiated as a supplement or amendment to this scope of services.

Schedule: Subtask 1.1: Coordination and Project Management - Coordination with Freese and Nichols, Inc. will begin as soon as the City provides notice to proceed. If practical to combine survey efforts, a schedule for completing an archaeological survey of both the reuse pond and the landfill expansion projects will be developed.

Subtask 1.2: Archaeological Survey - If the archaeological survey for landfill expansion is not combined with the survey for the reuse pond project, LNV will retain a qualified archaeologist to perform the survey for the landfill expansion footprint. The archaeologist will commence field work within 10 days of notice to proceed. Field work is expected to take approximately 1 week to complete. The archaeologist will provide a draft report of the surveys to the City within 30 days of completion of the field work. The final report will be submitted to the THC.

- **Task 2: Biological Survey**

Background: Since the review of the two Texas Parks and Wildlife Department (TPWD) databases indicated that the proposed landfill expansion footprint is potentially within the range of threatened and endangered species (T&E species), a biological assessment is required.

It is LNV's understanding that Freese and Nichols, Inc. is performing a similar biological survey for the reuse pond project. It may be possible to conduct the biological survey for the landfill expansion project in coordination with the biological survey for the reuse

pond project. LNV will coordinate with Freese and Nichols, Inc., and if possible, have biological survey(s) performed by the same biologist.

If the biological survey for the reuse pond project has already been completed, then the data from that biological survey can be used to supplement a survey and biological assessment for the landfill expansion. LNV has obtained proposals from qualified biologists to conduct a biological survey for the landfill expansion footprints.

Scope of Services: This following subtasks are included in this task.

Subtask 2.1: Coordination and Project Management - LNV will coordinate with Freese and Nichols, Inc. regarding a combined biological survey and assessment. If the biological survey for the reuse pond project has already been completed, LNV will coordinate with the City to obtain data from the biological survey.

Subtask 2.2: Biological Survey - If the biological surveys are not combined, LNV will retain a qualified biologist to conduct a biological survey of the proposed expansion footprints for the likely presence or absence of T&E species or other species of concern by comparing existing site characteristics to habitats for species described on the Endangered Species Checklist for Kerr County available from the U.S. Fish and Wildlife Service (USFWS). The biologist will provide a technical memorandum identifying T&E species and other species of concern listed by TPWD and USFWS for Kerr County and describing their habitats. Any portion of the expansion area in which potential habitat for any such species will be identified.

Estimated Fee:

Subtask 2.1	\$3,000
Subtask 2.2	\$10,400

Schedule: Subtask 2.1: Coordination and Project Management - Coordination with Freese and Nichols, Inc. and the City will begin as soon as the City provides LNV notice to proceed.

Subtask 2.2: Biological Survey - If a separate survey is required for the landfill expansion project, the biologist will commence field work within 15 days of notice to proceed. Field work can be completed within 2 days. The biologist will provide a technical memorandum with findings from the survey within 30 days of completion of the field work.

- **Task 3: Wetland/Water of the U.S. Delineation and Jurisdictional Determination**

Background: A review of the USFWS National Wetlands Inventory Wetland Mapper revealed potential wetlands within the expansion footprints. The Western Expansion footprint also encompasses a tributary of Third Creek. A survey to determine wetland characteristics and to delineate the wetland boundaries is required. A jurisdictional determination request to the U.S. Army Corps of Engineers (USACE) is recommended for any potential Waters of the U.S. including wetlands.

If a wetland is not considered within the USACE's jurisdiction, construction of the landfill expansion could proceed without further coordination with the USACE. If the

USACE determines a wetland to be jurisdictional, a permit from the USACE will be required to fill the wetland for construction of the landfill expansion. Permitting is not included in this proposed scope of services at this time.

Scope of Services: On-site assessment and delineation of waters of the U.S. including wetlands located within the expansion footprints. Delineation will be in general accordance with USACE Wetland Delineation Manual. A jurisdictional determination request for delineated areas will be submitted to the USACE.

Estimated Fee: \$10,600

The estimated fee does not include permitting. If required, obtaining a permit from the USACE for filling jurisdictional waters of the U.S. including wetlands will be performed under a separate scope of services.

Schedule: Field work will commence within 15 days of notice to proceed. Field work can be completed within 3 days. A technical memorandum identifying jurisdictional waters of the U.S. including wetlands located within the proposed expansion footprints will be submitted within 30 days of completion of field work. A request for jurisdictional determination will be submitted to USACE for review. A response from USACE may take several months.

- **Task 4: Water Level Readings**

Background: Piezometers used to measure depth to groundwater were previously installed in and around both the proposed Western Expansion and Big Hill Expansion footprints. Obtaining current depth to groundwater data is necessary for design of the landfill expansion.

Reports previously prepared by other engineers reference 8 piezometers installed during prior Western Expansion permitting efforts that were suspended. Currently, LNV does not have copies of the well reports or other data necessary to resume depth to groundwater measurements for the Western Expansion. Information regarding these piezometers is necessary to locate them and for calculation of groundwater elevations. Additionally, since the piezometers for the Western Expansion were installed several years ago, inspection of previously installed piezometers is recommended to determine integrity. Replacement of piezometers is not included in the scope of services for this proposal.

Scope of Services: This following subtasks are included in this task.

Subtask 4.1: Coordination with the City - LNV will coordinate with the City to obtain data for piezometers previously installed for the Western Expansion. If location and/or survey data is not available, field reconnaissance and surveying will be necessary and will be performed under a separate or amended scope of services.

Subtask 4.2: Piezometer Inspections - Piezometers located in the Western Expansion area will be inspected to determine integrity. If inspections reveal that any of the Western Expansion piezometers are damaged and depth to groundwater

measurements cannot be obtained, repair or replacement of any piezometers will be performed under a separate scope of services.

Subtask 4.3: Depth to Groundwater Measurements - Resume water level measurements in piezometers located in the Western Expansion area and continue readings in recently installed piezometers for the Big Hill Expansion. Depth to groundwater measurements will be taken once per month for a period of 12 months.

Estimated Fee:

Subtask 4.1	\$950
Subtask 4.2	\$950
Subtask 4.3	\$12,600

Schedule: Subtask 4.1: Coordination with the City - Coordination will begin as soon as the City provides LNV notice to proceed.

Subtask 4.2: Piezometer Inspections - Inspection of the piezometers within the Western Expansion will be completed within 2 weeks after notice to proceed.

Subtask 4.3: Depth to Groundwater Measurements - After inspection of the piezometers, depth to groundwater measurements will be taken once per month for a period of 12 months.

- **Task 5: Floodplain Hydrology and FEMA Coordination**

Background: Portions of the proposed Western Expansion are in the 100-year floodplain of Third Creek. A modeling study and floodplain delineation will need to be completed, as well as coordination with Federal Emergency Management Agency (FEMA) to obtain a Conditional Letter of Map Revision (CLOMR) and/or Letter of Map Revision (LOMR), if required. Since the reuse pond project is located within the same floodplain as the landfill expansion project, it may be in the City's best interest for one consultant to perform a comprehensive floodplain analysis that includes both the landfill expansion project and the reuse pond project. Freese and Nichols, Inc. currently has a contract with the City to perform a floodplain analysis for the reuse pond project.

Scope of Services:

Subtask 5.1: Coordination and Project Management - If the City authorizes Freese and Nichols, Inc. to perform the floodplain analysis for the landfill expansion project in conjunction with the reuse project, LNV will collaborate with and provide necessary information relating to the landfill expansion project to Freese and Nichols, Inc. for the analysis.

If a floodplain analysis for only the landfill expansion project were to be performed, LNV proposes to divide this task into the following subtasks.

Subtask 5.2: Hydrology and FEMA Coordination - Research and acquire any available GIS data floodplain data, hydrology and/or hydraulic models, etc. for the project area. Delineate drainage area of the Third Creek Tributary. Calculate the 10%, 2%, 1% and 0.2% Chance of Exceedance Storm Event Flows for Third Creek Tributary to determine

possible impacts created by the proposed landfill expansion. Coordinate with FEMA to confirm a CLOMR and/or LOMR is required.

Subtask 5.3: Hydraulic Surveying - If LOMR and/or CLOMR is required, hydraulic surveying will be performed. Hydraulic surveying includes establishing survey control points and benchmarks along the Third Creek Tributary and surveying five (5) to six (6) cross-sections of the Third Creek Tributary for modeling.

Subtask 5.4: CLOMR – If CLOMR is required, complete required FEMA forms for CLOMR submission. Write CLOMR report and create necessary exhibits for the submittal. Submit CLOMR to FEMA, respond to any review comments from FEMA and resubmit if necessary. CLOMR, if necessary, will be completed prior to construction.

Subtask 5.5: LOMR – If LOMR is required, complete required FEMA forms for LOMR submission. Write LOMR report and create necessary exhibits for the submittal. Submit LOMR to FEMA, respond to any review comments from FEMA and resubmit if necessary. LOMR, if necessary, will be submitted after construction.

Estimated Fee:	Subtask 5.1	\$5,000
	Subtask 5.2	\$5,600
	Subtask 5.3	\$4,600
	Subtask 5.4	\$19,100
	Subtask 5.5	\$20,000

Schedule: Subtask 5.1: Coordination and Project Management - Coordination with Freese and Nichols, Inc. will begin as soon as the City provides notice to proceed, and will continue as necessary until completion of the floodplain analysis.

Subtask 5.2 to Subtask 5.5 - If analysis for landfill expansion is to be completed by LNV, Subtask 5.2 will be completed within 90 days of notice to proceed. Subtask 5.3 will take 2 weeks to complete. It is anticipated that Subtasks 5.4 and 5.5, if necessary, each will take 6 to 9 months to complete due to FEMA review times.

- **Task 6: Boring Location Plan**

Background: The TCEQ has requirements for the minimum number and depth of soil borings for the Geology Report for the permit amendment application for landfills. Per TCEQ regulations, a sufficient number of borings shall be performed to establish subsurface stratigraphy and to determine geotechnical properties of the soils and rocks. Borings shall be sufficiently deep enough to allow identification of the uppermost aquifer and underlying hydraulically interconnected aquifers. All borings shall be at least 5 feet deeper than the elevation of the deepest excavation. Additionally, there is a requirement for a minimum number of borings to be drilled at least 30 feet below the deepest excavation planned at the waste management unit. Minimum number of borings is based on landfill area in acres. A boring location plan showing the locations and depths of soil borings shall be submitted to the TCEQ for review and approval.

Soil borings for both expansion areas have already been performed. The number, depths and locations of the borings for the Big Hill Expansion were selected based on preliminary conceptual excavation grades and consideration for the TCEQ's minimum requirements.

Reports previously prepared by other engineers reference 15 soil borings performed for the Western Expansion; however, currently LNV only has data for 5 soil borings drilled in the Western Expansion footprint. If data from all 15 of the soil borings performed in the Western Expansion footprint are not available, the locations and depths may not satisfy the TCEQ's minimum requirements.

Scope of Services: LNV will coordinate with the City to obtain data from soil borings previously performed in the Western Expansion. LNV will compile and tabulate all available data from the previously performed soil borings and compare the depths of borings to the proposed preliminary excavation grades for the landfill expansion footprints to verify that TCEQ's minimum requirements are satisfied. LNV will also review the previously performed laboratory testing to determine whether or not the minimum requirements for testing have been met.

If any of the minimum requirements for the geotechnical investigation are not satisfied, LNV will evaluate the need for additional soil borings. Performing additional borings is not included in this scope of services.

LNV will prepare and submit a boring location plan to the TCEQ for review and approval. The boring location plan will include preliminary excavation grades for the proposed landfill expansion areas, and the locations, depths and elevations of all previously performed soil borings and if necessary, the location and depth of proposed additional soil borings.

Estimated Fee: \$3,800

Schedule: The boring location plan will be prepared and submitted to the TCEQ within 3 weeks of the City providing notice to proceed.

- **Task 7: Report and Presentation**

Scope of Services: LNV will prepare a report summarizing the findings of the additional detailed assessments in Phase 2 and provide recommendations for the next phase. LNV will present findings to City Council.

Estimated Fee: \$7,000

Schedule: The report of findings will be submitted to the City within 2 weeks after completion of Tasks 1 through 6, described above. The presentation to Council will be completed on a day and time requested by the City.

FEE

LNV proposes to complete the above listed Phase 2 scope of services for a not to exceed fee of \$122,600. The scope of services will be performed on a time and materials basis in accordance with standard fees for professional services indicated on the attached Schedule of Hourly Charges by Personnel Classification (Effective January 01, 2012).

Any additional work requested by the City and performed outside of the listed scope of services will also be invoiced in accordance with our standard fees for professional services. Invoices will be submitted on a monthly basis for services completed during the previous month.

CLOSING

We appreciate the opportunity to work with you on this important project. LNV considers the data and information contained in this proposal to be proprietary. Any information contained herein shall not be disclosed and shall not be duplicated or used in whole or in part for any purpose other than to evaluate this proposal.

Sincerely,



Amy R. Hesseltnie, P.E.
Vice President - Environmental

Submitted to: Kristine Day (kristine.day@kerrvilletx.gov)
Stuart Barron (stuart.barron@kerrvilletx.gov)



SCHEDULE OF HOURLY CHARGES
BY
PERSONNEL CLASSIFICATION
EFFECTIVE JANUARY 01, 2012

The per diem and miscellaneous expense charges for Engineering, Drafting, Surveying, and Planning Services are based on the following hourly rates:

Engineering, Planning:

Principal.....	\$194.00/hr.
Project Manager.....	\$191.00/hr.
Senior Engineer.....	\$164.00/hr.
Project Engineer.....	\$146.00/hr.
Project Architect.....	\$146.00/hr.
Senior Designer.....	\$135.00/hr.
Engineer IV.....	\$118.00/hr.
Engineer III.....	\$118.00/hr.
Engineer II.....	\$100.00/hr.
Engineer I.....	\$93.00/hr.
Designer.....	\$93.00/hr.
Senior CADD Technician.....	\$87.00/hr.
CADD Technician.....	\$77.00/hr.
Construction Superintendent.....	\$98.00/hr.
Construction Observer II.....	\$96.00/hr.
Construction Observer I.....	\$75.00/hr.
Environmental Specialist.....	\$115.00/hr.
Environmental Technician.....	\$85.00/hr.
Clerical.....	\$65.00/hr.

Survey :

Professional Surveyor.....	\$164.00/hr.
Director of Survey Parties.....	\$96.00/hr.
Field Crew (2-Man).....	\$171.00/hr.
Field Crew (3-Man).....	\$210.00/hr.

Reproduction work - Prevailing commercial rates; Subcontractors, Consultants, etc. - Cost plus 10%;
All other expenses - Cost plus 10%.

Charges are due and payable within twenty (20) days after receipt of the invoice. Late payment may be charged an interest rate of 1.5% per month of the unpaid balance.



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Vision for Tomorrow

GENERAL TERMS AND CONDITIONS

BILLING AND PAYMENT – The Client agrees to compensate the Design Professional for services as stated per the attached Contract for Services. Services and expenses will be invoiced monthly. Invoice amounts are due within 30 days. Interest of 1 ½ percent per month compounded daily applies to all outstanding invoices. In the event any amount becomes past due, the design professional may give 7 days notice of intent to terminate the contract.

CONSEQUENTIAL DAMAGES – The Client and Design Professional both agree to waive any claims for consequential damages against each other.

CONSTRUCTION PHASE SERVICES – The Design Professional will observe the work as agreed for general compliance with the construction documents.

DELAYS – The Design Professional will not be liable for delays due to force majeure.

DISPUTE RESOLUTION- Any dispute under this contract shall be subject to mediation as a condition precedent to litigation.

ENVIRONMENTAL – The Design Professional assumes no responsibility for the detection or removal of any hazardous substances found at the job site.

JOBSITE SAFETY – The Design Professional is not responsible for job site safety or means and methods of construction. Job site safety and construction means and methods are the responsibility of the Contractor.

LIMITATION OF LIABILITY – The Client agrees, to the fullest extent possible, to limit the liability of the Design Professional so that the total aggregate liability of the Design Professional shall not exceed the Design Professional's fee for services rendered on the project. It is acknowledged that this limitation of liability applies to any cause of action, be it contract, tort or any other theory. The Client agrees to bring any claims against the Design Professional corporate entity, not any individual owners or employees of the Design Professional firm.

OWNER PROVIDED INFORMATION – The Design Professional shall have the right to rely on the accuracy of any information provided by the Client. The Design Professional will not review this information for accuracy.

OWNERSHIP OF INSTRUMENTS OF SERVICE- The Design Professional retains all intellectual property rights including common law, statutory, and other reserved rights in the instruments of service, including copyrights. The Owner agrees to limit use of the instruments of service to this site-specific project only.

PERMITS AND APPROVALS – It is the responsibility of the Owner to obtain all necessary permits and approvals. The Design Professional will assist the Owner as mutually agreed in writing.

REJECTION OF NON-CONFORMING WORK – The Design Professional shall have the authority, but not the responsibility, to reject nonconforming work. The Design Professional shall bring any known non-conforming work to the attention of the Client as soon as reasonably possible.

RIGHT OF ACCESS – The Design Professional shall have access to the job site whenever work is in preparation or in progress.

STOP WORK AUTHORITY – The Design Professional has no stop work authority.

TAXES – If and to the extent that any sales and/or use taxes are applicable to any Services provided hereunder, they are the responsibility of the purchaser and will be itemized separately on the invoice.

TERMINATION – This contract may be terminated by either party for convenience with 30 days written notice, or for cause with 7 days written notice. The project may be suspended by the client with 30 days written notice. In the event of suspension or cancellation for convenience, the Client shall pay all expenses incurred prior to the date of notice.

**TO BE CONSIDERED BY THE CITY COUNCIL
CITY OF KERRVILLE, TEXAS**

SUBJECT: Presentation regarding proposals for solid waste services which include curbside collection of waste, recyclables, yard waste, and bulky items. In addition, the presentation will include services for the recycling center, transfer station, and landfill operations with consideration to amend both agreements pertaining to Landfill Operations and Residential Collection.

FOR AGENDA OF: February 3, 2015 **DATE SUBMITTED:** January 28, 2015

SUBMITTED BY: Kristine Day *KD* **CLEARANCES:**
Deputy City Manager

EXHIBITS:

AGENDA MAILED TO:

APPROVED FOR SUBMITTAL BY CITY MANAGER: *AD*

Expenditure	Current Balance	Amount	Account
Required:	in Account:	Budgeted:	Number:
\$	\$	\$	

PAYMENT TO BE MADE TO:

REVIEWED BY THE DIRECTOR OF FINANCE:

SUMMARY STATEMENT

City Council will receive a presentation from staff regarding a proposal for services and fees that pertains to curbside collection of waste, recyclables, yard waste, and bulky items. Staff will also be discussing services fees associated with the Recycling Center, Transfer Station, and Landfill operations. These proposals are options for City Council to consider which address many of the goals expressed to staff over the past two years including sustainability and improving the aesthetics of the community.

The main goal of sustainability is to conserve landfill space for future use by generations to come. This will be achieved through the expansion of the landfill, continuing to transfer waste, and proper waste management. Sustainability also involves implementing waste reduction strategies that includes increased curbside recycling efforts, waste minimizing, and an educational program. Council will be presented the option for automated collection that is achieved through a cart system allowing for more volume recycling at curbside.

City Council's goals of improving neighborhoods are being achieved through coordinated neighborhood cleanups that involve many contributors such as City Staff, Partner's in Ministry, and Schreiner University. In addition, and increased effort for

code enforcement is being conducted city wide. The proposal for collections includes automated for regular waste with provided carts. It also includes an increase for collection of bulky item curbside as well as drop off opportunities at the Transfer Station.

RECOMMENDED ACTION

Provide direction to staff for contract amendments.

