

**CITY OF STEPHENVILLE
CITY OF STEPHENVILLE LANDFILL
TCEQ PERMIT NO. MSW 664
PERMIT AMENDMENT APPLICATION (LIMITED SCOPE)
SCOPE OF PROFESSIONAL SERVICES**

PROJECT UNDERSTANDING

Biggs and Mathews Environmental (BME) is pleased to provide this scope of services to the City of Stephenville (City) for a Limited Scope Permit Amendment Application (LSPAA) for the reclamation of previously permitted airspace at the City of Stephenville Landfill, TCEQ Permit No. MSW 664. In accordance with 30 TAC §305.62(j)(2), only the portions of the permit and attachments to which changes are being proposed are required to be submitted as part of the LSPAA. The scope of services and requirement to submit as a LSPAA is based on discussions with the Texas Commission on Environmental Quality (TCEQ). The TCEQ review and any hearing or proceeding will be limited to the proposed changes.

- The purpose of the LSPAA is to reclaim previously permitted airspace which will reclaim approximately 1.4 million cubic yards of useable waste disposal capacity. The reclaimed waste disposal capacity will be placed above the existing top of waste in the previously closed Type I waste disposal area. The reclaimed waste disposal capacity will be limited to construction and demolition wastes.
- This scope includes a pre-submittal meeting with the TCEQ. The estimated date for the pre-submittal meeting is November 1, 2022. The date for the initial TCEQ submittal will depend upon the TCEQ's preliminary comments from the pre-submittal meeting. BME anticipates that the initial TCEQ submittal will be in the first quarter of 2023.
- Preparation of the LSPAA will be as required by Texas Administrative Code, Title 30, Chapter 330 Municipal Solid Waste Rules and Regulations.
- A legal description and map of the property boundary and existing permit boundary are required to be included with this LSPAA. BME will coordinate with the City to obtain the most recent permit boundary legal description and map of the City of Stephenville Landfill.
- TCEQ requires identification and public notice to landowners within ¼ mile of the permit boundary and identification of mineral interest owners below the permit boundary. The mineral interest ownership list and landowners list is required to be incorporated into the permit application. BME will prepare the landowners list and identify mineral interest owners. This document will be based on the Erath County Tax Records.

- Legal counsel will be engaged by the City and the City will coordinate the legal review of the application. BME will work with the City and legal counsel during the review of the LSPAA.
- Public notices and coordination with the TCEQ Chief Clerk's Office will be prepared and provided by legal counsel engaged by the City.
- BME will post the LSPAA on our website to meet the TCEQ requirement for posting the application on a public accessible website.

PROJECT SCOPE

PHASE I – INITIAL SUBMITTAL AND ADMINISTRATIVE REVIEW

This phase of the project includes preparing the LSPAA document, coordinating with the City and legal counsel, the initial submittal to the TCEQ, and responding to TCEQ administrative review comments.

Task 1 – Part I Form / Part I – Site and Applicant Information

A Part I Form will be required for this submittal. The TCEQ regulations require a complete Part I – Site and Applicant Information for a LSPAA. The LSPAA will be required to include information to address 30 TAC §330.59 (Contents of Part I of the Application). Part I will be organized as required by the new TCEQ Form 0650 which incorporates the Part I Form and Part I contents as one submittal.

Boundary Survey, Map and Legal Description

A boundary survey, drawing and legal description of the permit boundary for Permit No. MSW 664 is required by TCEQ as part of the Part I requirements. The boundary survey and legal description was not found within the project files for the landfill. A new boundary survey, drawing, and legal description will be required to be prepared by an RPLS.

Task 2 – Part II – Existing Conditions and Character of the Facility and Surrounding Area

Since this is a LSPAA, the scope of services does not include updating the permit to meet the Part II regulatory requirements. BME will confirm that the TCEQ regulations for a LSPAA do not require a Part II.

Task 3 – Part III – Site Development Plan

The attachments or sections listed below will be revised and submitted as part of the LSPAA to reclaim previously permitted waste disposal capacity.

- Site Development Plan Narrative
- Attachment 1 – Site Layout Plan
- Attachment 2 – Fill Cross Sections
- Attachment 3 – Existing Contour Map

- Attachment 6 – Groundwater and Surface Water Protection Plan and Drainage Plan
- Attachment 7 – Final Contour Map
- Attachment 8 – Cost Estimate for Closure and Post Closure Care
- Attachment 12 – Final Closure Plan
- Attachment 13 – Post Closure Care Plan

Waste Separation Layer Evaluation

This LSPAA provides for reclaiming waste disposal capacity that is available above the existing top of waste in the previously closed Type I waste disposal area. The reclaimed waste disposal capacity is limited to construction and demolition wastes. The approach is to place the new construction and demolition waste over the previously placed Type I waste without a waste separation layer. Should TCEQ require a waste separation layer prior to placing new construction and demolition, the design and demonstration required by TCEQ would be provided.

Task 4 – Client Coordination, Review Meetings, and Initial Submittal

- Coordinate LSPAA review by the City and legal counsel and incorporate comments.
- Coordinate pre-submittal meeting with the TCEQ and incorporate preliminary comments.
- Initial LSPAA submittal to TCEQ.

Task 5 – TCEQ Administrative Review – Responses to Comments

- Coordinate with TCEQ during administrative review process.
- TCEQ has 15 days to review application for administrative completeness.
- Prepare response to TCEQ administrative comments.

PHASE II – TECHNICAL REVIEW

This phase of the project includes responding to TCEQ technical review comments and preparation of the revisions to the LSPAA as requested by TCEQ. The TCEQ will conduct two separate technical reviews, prepare the application summary for interagency review, and prepare the draft permit during this phase of the project.

Task 1 – TCEQ Technical Review No. 1

- Coordinate with TCEQ during Technical Review No. 1.
- TCEQ will have 60 days to review.
- BME will have 60 days to respond.
- Evaluate and respond to the TCEQ review comments.
- Prepare clarifications and revisions to the LSPAA resulting from the TCEQ review.
- Coordinate LSPAA review by the City and legal counsel prior to second TCEQ submittal.

Task 2 – TCEQ Technical Review No. 2

- Coordinate with TCEQ during Technical Review No. 2.
- TCEQ will have 30 days to review.

- We will have 30 days to respond.
- Evaluate and respond to the TCEQ review comments.
- Prepare clarifications and revisions to the LSPAA resulting from the TCEQ review.
- Coordinate LSPAA review by the City and legal counsel prior to third TCEQ submittal.

Task 3 – Permit Finalization – Technically Complete Application

- Coordinate with TCEQ during the permit finalization.
- Assist TCEQ with preparation of the application summary.
- Evaluate and respond to any remaining TCEQ comments.
- TCEQ will prepare the draft permit.
- The City, legal counsel, and BME will review the draft permit and provide comments.

PHASE III – PUBLIC MEETING

The TCEQ requires a public meeting to be conducted if one is requested during the public notification process. A public meeting requires the following:

- The City will be required to notify adjacent land owners and place notice in a local newspaper regarding the submitted LSPAA.
- Coordinate with the City and legal counsel on public meeting strategy.
- Prepare exhibits for use at the public meeting.
- Present summary and discuss the technical aspects of the LSPAA

PROJECT BUDGET

**Limited Scope Permit Amendment Application
Project Budget**

Description	Cost
Phase I – Initial Submittal and Administrative Review	\$34,200
Boundary Survey, Drawing, Legal Description	\$10,000
Waste Separation Layer Evaluation	\$8,000
Phase II – Technical Review	\$17,800
Phase III – Public Meeting	\$10,000
Total Project Cost	\$80,000

ADDITIONAL SERVICES

The following tasks are not included in the proposed scope and would be considered additional services:

- Studies regarding wetlands, endangered and threatened species, and historic use
- Responses to technical comments from other agencies
- Permitting for other government entities such as city, county, or federal agencies

We have included a contract signature block below along with our general terms and conditions. If you are in agreement with this proposal please sign one copy and return it to us. Thank you again for the opportunity to work with you on this project.

Sincerely,

BIGGS & MATHEWS ENVIRONMENTAL
TBPE No. F-256 ♦ TBPG No. 50222



Felipe A. Wescoup, P.E.
Senior Engineer



David Clark, P.E.
Principal

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. Services covered by this AGREEMENT will be performed in accordance with the GENERAL TERMS AND CONDITIONS attached to this scope of services. This AGREEMENT may only be changed by written amendment executed by both parties.

City of Stephenville

BIGGS & MATHEWS ENVIRONMENTAL, INC.

By: _____

By:  _____

Title: _____

Title: Principal _____

Date: _____

Date: _____

GENERAL TERMS AND CONDITIONS

1. SERVICES TO BE PERFORMED: During the term of this AGREEMENT, and subject to the conditions herein set forth, the CONSULTANT will provide the specific professional services relating to the scope of services defined in the attached proposal.

2. COMPENSATION: As full consideration for the performance of the "Basic Professional Services" listed in each addendum, the OWNER will pay the CONSULTANT in accordance with the Not to Exceed Fee as noted thereon or attached thereto or as agreed.

For "Additional Services" or "Other Optional Tasks" a separate "Addendum" will be prepared, each subject to the terms and conditions of this AGREEMENT. Said "Addendum" will define (1) Scope of Services to be performed (2) Proposed Schedule of Services (3) Cost of Professional Services. Each "Addendum" will be mutually agreed upon by the OWNER and CONSULTANT, subject to the terms and conditions within this AGREEMENT and will be executed by the appropriate representative of each party.

3. TERM OF AGREEMENT: This AGREEMENT will remain in effect, unless terminated by either party by not less than thirty (30) days prior written notice to the other party. If this AGREEMENT is terminated, the CONSULTANT will be paid for services performed to the date of receipt of the termination notice, plus any costs reasonably incurred in terminating services.

4. BILLING AND PAYMENT: Invoices will be submitted monthly based on the completion of each task or mutually agreed portion thereof, and shall be due and payable upon receipt. Interest at the rate of one and one-half percent (1.5%) per month, but not exceeding the maximum rate allowable by law, shall be payable on any amounts that are due but unpaid within thirty (30) days from receipt of invoice, payment to be applied first to accrued late payment charges and then to the principal unpaid amount. Remittance will be mailed to the CONSULTANT at the address noted on such invoices or as the CONSULTANT may otherwise advise.

5. SUSPENSION OF SERVICES: The OWNER may suspend further performance of professional services by the CONSULTANT by ten (10) days prior written notice. If payments of invoices by the OWNER are not maintained on a thirty (30) day current basis, the CONSULTANT may suspend further performance until such payment is restored to a current basis. Suspensions for any reason exceeding thirty (30) days will, at the option of the CONSULTANT, make this AGREEMENT or any separate document for specific services subject to termination or renegotiation.

All suspensions will extend the contract completion date for specified services commensurately, and the CONSULTANT will be paid for services performed to the suspension date plus suspension charges. Suspension charges are defined as those charges relating to costs incurred which are directly attributable to suspension of services, including but not limited to personnel rescheduling, equipment rescheduling, and/or reassignment adjustment.

6. FORCE MAJEURE: Neither party will hold the other responsible for damages or delays in performance caused by acts of God or other events beyond the control of the other party and which could not have been reasonably foreseen or prevented. Should such events occur, it is agreed that both parties will use their best efforts to overcome all difficulties arising and to resume as soon as reasonably possible the normal pursuit and schedule of the performance of this AGREEMENT. Delays within the scope of this Article will extend the contract completion date for specified services commensurately or will, at the option of either party, make this AGREEMENT subject to termination or to renegotiation.

7. WARRANTY: The CONSULTANT provide services in accordance with generally accepted professional practices in its fields of specialty. In the opinion of the CONSULTANT, they are knowledgeable and have the required expertise regarding the current applicable rules and regulations as they pertain to the attached professional services. No other warranty or representation, either expressed or implied, is included or intended as part of the CONSULTANT services, proposals, contracts, or reports.

8. LIMITATION OF LIABILITY: The CONSULTANT will maintain professional liability (errors and omissions) insurance in the amount of \$1,000,000 aggregate limits during the term of this AGREEMENT. To the fullest extent permitted by law, the OWNER agrees to limit the liability of the CONSULTANT, its officers, shareholders and employees, for any CONSULTANT damages for any cause or combination of causes not to exceed the compensation received by the CONSULTANT under this AGREEMENT.

9. INDEMNIFICATION: Each party shall indemnify the other party from loss, cost, damage or expense (including reasonable attorney's fees), arising out of the negligence of the indemnifying party to the extent

that such loss, cost, damage or expense is caused by the negligence of the indemnitor, and such liability shall be limited to the amount of direct damage actually incurred. In no event shall either party be liable to the other party for any indirect, special, consequential, or punitive damages of any kind whatsoever. In addition, the OWNER agree to indemnify, defend and hold the CONSULTANT harmless from any loss, cost, damage, expense (including attorneys' fees) or liability, arising out of or in connection with the CONSULTANT performance for any environmental pollution or contamination except to the extent such pollution or contamination is newly caused or created by the active negligence or willful misconduct of the CONSULTANT.

10. NO THIRD PARTY BENEFICIARIES: There are no third party beneficiaries of this AGREEMENT between the OWNER and the CONSULTANT, and no third party shall be entitled to rely upon any work performed or reports prepared by the CONSULTANT hereunder for any purpose whatsoever.

11. RIGHT OF ENTRY AND DAMAGES: The OWNER will arrange for authorized entry for the CONSULTANT and its sub-contractors to the project site, and nearby properties if required, in order to complete the services. While the CONSULTANT will take all reasonable precautions to minimize any physical damage to the project site and any nearby properties, it is understood by OWNER that in the normal course of performing services some damage may occur.

12. LAWS AND REGULATIONS: Both parties will be entitled to regard all applicable laws, rules and regulations issued by any federal or state regulatory body as valid and may act in accordance therewith until such time as the same may be modified or superseded by such regulatory body or invalidated by final judgement in a court of competent jurisdiction, unless prior to such final judicial determination, the effectiveness of such law, rule or regulation has been stayed by an appropriate judicial or administrative body having jurisdiction.

In the event there are changes in existing laws, codes, ordinances, or regulations, or the interpretation thereof, following the performance of professional services under this AGREEMENT, the CONSULTANT will not be responsible for any claims, including claims for fines or penalties imposed, resulting from or alleged to have resulted from noncompliance with or non-incorporation of such changes in professional services prior to the effectiveness of such changes in laws, codes, ordinances or regulations, or the interpretation thereof.

13. ASSIGNMENT: This AGREEMENT is binding on and inures to the benefit of the parties hereto and their respective successors, representatives, and assigns. Neither party to this AGREEMENT may assign or otherwise transfer its rights or obligations hereunder without the prior written consent of the other party, which consent shall not be unreasonably withheld.

14. MISCELLANEOUS: This AGREEMENT and any exhibits attached hereto constitute the entire AGREEMENT between the OWNER and the CONSULTANT. It supersedes all prior written or oral AGREEMENTS, or contemporaneous communication with respect to the subject matter thereof, and has not been induced by any representations, statements, or AGREEMENTS other than those herein expressed. No amendment to this AGREEMENT hereafter made between the parties will be binding on either party unless reduced to writing and signed by authorized representatives of both parties.

Any provisions of this AGREEMENT held in violation of any law or ordinance will be deemed stricken, and all remaining provisions shall continue valid and binding upon the parties. The parties will attempt in good faith to replace any invalid or unenforceable provisions of this AGREEMENT with provisions which are valid and enforceable and which come as close as possible to expressing the intention of the original provisions.

This AGREEMENT shall be construed under and in accordance with the laws of the State of Texas.