

CITY OF CORPUS CHRISTI
CONTRACT FOR PROFESSIONAL SERVICES

18147A SOLID WASTE AIR COMPLIANCE AND GAS SYSTEM MONITORING 2019-2021

The City of Corpus Christi, a Texas home rule municipal corporation, P.O. Box 9277, Corpus Christi, Nueces County, Texas 78469-9277 (City) acting through its duly authorized City Manager or Designee (Director) and Stearns, Conrad and Schmidt, Consulting Engineers, Inc. (SCS), a Virginia corporation, with offices at 1901 Central Drive, Suite 550, Bedford, Tarrant County, Texas 76021, (Consultant), hereby agree as follows:

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ARTICLE I – SCOPE OF SERVICES

1.1 The Consultant shall provide to Engineering Services its Scope of Services, to be incorporated herein and attached to this Agreement as **Exhibit A**. The Scope of Services shall include all associated services required for Consultant to provide such Services, pursuant to this Agreement, and any and all Services that would normally be required by law or common due diligence in accordance with the standard of care defined in Article XIII of this Agreement. The approved Scope of Services defines the services to be performed by Consultant under this Agreement.

1.2 Consultant shall follow City Codes and Standards effective at the time of the execution of the contract. At review milestones, the Consultant and City will review the progress of the plans to ensure that City Codes and Standards are followed unless specifically and explicitly excluded from doing so in the approved Scope of Services attached as **Exhibit A**. A request made by either party to deviate from City standards after the contract is executed must be in writing.

1.3 Consultant shall provide labor, equipment and transportation necessary to complete all services agreed to hereunder in a timely manner throughout the term of the Agreement. Persons retained by Consultant to perform work pursuant to this Agreement shall be employees or subconsultants of Consultant. Upon request, Consultant must provide City with a list of all subconsultants that includes the services performed by subconsultant and the % of work performed by subconsultant (in dollars). Changes in Consultant's proposed team as specified in the SOQ or Scope of Services must be agreed to by the City in writing.

1.4 Consultant shall not begin work on any phase/task authorized under this Agreement until they are briefed on the scope of the Project and are notified in writing to proceed. If the scope of the Project changes, either Consultant or City may request a review of the changes with an appropriate adjustment in compensation.

1.5 Consultant will provide monthly status updates (project progress or delays) in the format requested by the City with each monthly invoice.

1.6 For design services, Consultant agrees to render the professional services necessary for the advancement of the Project through Final Completion of the Construction Contract. Consultant acknowledges and accepts its responsibilities, as defined and described in City's General Conditions for Construction Contracts, ~~excerpt attached as Exhibit D.~~

1.6.1 The Consultant agrees to serve as the City's Designer as defined in the General Conditions and will consult and advise the City on matters related to the Consultant's Scope of Services during the performance of the Consultant's services.

1.6.2 The Consultant agrees to prepare plans, specification, bid and contract documents and to analyze bids and evaluate the documents submitted by bidders.

1.6.3 The Consultant agrees to assist the City in evaluating the qualifications of the prospective contractors, subcontractors and suppliers.

1.7 For projects that require subsurface utility investigation:

1.7.1 The Consultant agrees to prepare and submit to the City prior to the 60% submittal a signed and sealed report identifying all utilities within the project area at the Quality Level specified in **Exhibits A and A-4**. It is assumed that all utilities will be identified using Quality Level A exploratory excavation unless stated otherwise.

1.7.2 Utilities that should be identified include but are not limited to utilities owned by the City, local franchises, electric companies, communication companies, private pipeline companies and 3rd party owners/operators.

1.8 For project with potential utility conflicts:

1.8.1 The Consultant agrees to coordinate the verification and resolution of all potential utility conflicts.

1.8.2 The Consultant agrees to prepare and submit a monthly Utility Coordination Matrix to the City.

1.9 The Consultant agrees to complete the Scope of Services in accordance with the approved project schedule and budget as defined in **Exhibit A**, including completing the work in phases defined therein.

ARTICLE II – QUALITY CONTROL

2.1 The Consultant agrees to perform quality assurance-quality control/constructability reviews (QCP Review). The City reserves the right to retain a separate consultant to perform additional QCP services for the City.

2.2 The Consultant will perform QCP Reviews at intervals during the Project to ensure deliverables satisfy applicable industry quality standards and meet the requirements of the Project scope. Based on the findings of the QCP Review, the Consultant must reconcile the Project Scope and the Opinion of Probable Cost (OPC), as needed.

2.3 Final construction documents that do not meet City standards in effect at the time of the execution of this Agreement may be rejected. If final construction documents are found not to be in compliance with this Agreement, Consultant will not be compensated for having to resubmit documents.

ARTICLE III – COMPENSATION

3.1 The Compensation for all services (Basic and Additional) included in this Agreement and in the Scope of Services for this Agreement shall not exceed **\$830,020**.

3.2 The Consultant's fee will be on a lump sum or time and materials (T&M) basis as detailed in **Exhibit A** and will be full and total compensation for all services and for all expenses incurred in performing these services. Consultant shall submit a Rate Schedule with their proposal. City and Consultant agree that the Rate Schedule is considered confidential information that may be excluded from public disclosure under Texas Government Code Chapter 552 as determined by the Texas Attorney General.

3.3 The Consultant agrees to complete the Scope of Services in accordance with the approved project schedule and budget as defined in **Exhibit A**, including completing the work in phases defined therein.

3.4 The Director of Engineering Services may request the Consultant to undertake additional services or tasks provided that no increase in fee is required. Services or tasks requiring an increase of fee will be mutually agreed and evidenced in writing as an amendment to this contract. Consultant shall notify the City within three (3) days of notice if tasks requested requires an additional fee.

3.5 Monthly invoices will be submitted in accordance with the Payment Request as shown in **Exhibit B**. Each invoice will include the Consultant's estimate of the proportion of the contracted services completed at the time of billing. For work performed on a T&M Basis, the invoice shall include documentation that shows who worked on the Project, the number of hours that each individual worked, the applicable rates from the Rate Schedule and any reimbursable expenses associated with the work. City will make prompt monthly payments in response to Consultant's monthly invoices in compliance with the Texas Prompt Payment Act.

3.6 Principals may only bill at the agreed hourly rate for Principals (as defined in the Rate Schedule) when acting in that capacity. Principals acting in the capacity of staff must bill at applicable staff rates.

3.7 Consultant certifies that title to all services covered by a Payment Request shall pass to City no later than the time of payment. Consultant further certifies that, upon submittal of a Payment Request, all services for which Payment Requests have been previously issued and payments received from City shall, to the best of Consultant's knowledge, information and belief, be free and clear of liens, claims, security interests or encumbrances in favor of Consultant or other persons or entities making a claim by reason of having provided labor or services relating to this Agreement. **CONSULTANT SHALL INDEMNIFY AND HOLD CITY HARMLESS FROM ANY LIENS, CLAIMS, SECURITY INTERESTS OR ENCUMBRANCES FILED BY ANYONE CLAIMING BY, THROUGH OR UNDER THE ITEMS COVERED BY PAYMENTS MADE BY CITY TO CONSULTANT.**

3.8 The final payment due hereunder shall not be paid until all reports, data and documents have been submitted, received, accepted and approved by City. Final billing shall indicate "Final Bill – no additional compensation is due to Consultant."

3.9 City may withhold compensation to such extent as may be necessary, in City's opinion, to protect City from damage or loss for which Consultant is responsible, because of:

3.9.1 delays in the performance of Consultant's work;

3.9.2 failure of Consultant to make payments to subconsultants or vendors for labor, materials or equipment;

3.9.3 damage to City; or

3.9.4 persistent failure by Consultant to carry out the performance of its services in accordance with this Agreement.

3.10 When the above reasons for withholding are removed or remedied by Consultant, compensation of the amount withheld shall be made within 30 days. City shall not be deemed in default by reason of withholding compensation as provided under this Agreement.

3.11 In the event of any dispute(s) between the Parties regarding the amount properly compensable for any phase or as final compensation or regarding any amount that may be withheld by City, Consultant shall be required to make a claim pursuant to and in accordance with the terms of this Agreement and follow the procedures provided herein for the resolution of such dispute. In the event Consultant does not initiate and follow the claims procedures as required by the terms of this Agreement, any such claim shall be waived.

3.12 Request of final compensation by Consultant shall constitute a waiver of claims except those previously made in writing and identified by Consultant as unsettled at the time of final Payment Request.

3.13 All funding obligations of the City under this Agreement are subject to the appropriation of funds in its annual budget. The City may direct the Consultant to suspend work pending receipt and appropriation of funds. The right to suspend work under this provision does not relieve the City of its obligation to make payments in accordance with section 3.5 above for services provided up to the date of suspension.

ARTICLE IV – TIME AND PERIOD OF SERVICE

4.1 This Agreement shall be effective upon the signature of the City Manager or designee (Effective Date).

4.2 This service shall be for a period of three (3) years beginning on the Effective Date. The Agreement may not be renewed.

4.3 The Consultant agrees to begin work on those authorized Services for this contract upon receipt of the Notice to Proceed from the Director of Engineering Services. Work will not begin on any phase or any Additional Services until requested in writing by the Consultant and written authorization is provided by the Director of Engineering Services.

4.4 Time is of the essence for this Agreement. Consultant shall perform and complete its obligations under this Agreement in a prompt and continuous manner so as to not delay the Work for the Project, in accordance with the schedules approved by City. The Consultant and City are aware that many factors may affect the Consultant's ability to complete the services to be provided under this agreement. The Consultant must notify the City within ten business days of becoming aware of a factor that may affect the Consultant's ability to complete the services hereunder.

4.5 City shall perform its obligations of review and approval in a prompt and continuous manner so as to not delay the project.

4.6 This Agreement shall remain in force for a period which may reasonably be required for completion of the Project, including any extra work and any required extensions thereto, unless terminated as provided for in this Agreement. For construction design services, "completion of the Project" refers to acceptance by the City of the construction phase of the Project, i.e., Final Completion.

ARTICLE V – OPINIONS OF COST

5.1 The Opinion of Probable Cost (OPC) is computed by the Consultant and includes the total cost for construction of the Project.

5.2 The OPC does not include the cost of the land, rights-of-way or other costs which are the responsibility of the City.

5.3 Since Consultant has no control over a construction contractor's cost of labor, materials or equipment, or over the contractor's methods of determining prices, or over competitive bidding or market conditions, Consultant's opinions of probable Project Cost or Construction Cost provided herein are to be made on the basis of Consultant's experience and qualifications and represent Consultant's best judgment as a design professional familiar with the construction industry, but Consultant cannot and does not guarantee proposals, bids or the construction cost shall not vary from the OPC prepared by Consultant.

ARTICLE VI – INSURANCE REQUIREMENTS

6.1 Consultant must not commence work under this Agreement until all insurance required has been obtained and such insurance has been approved by the City. Consultant must not allow any subcontractor to commence work until all similar insurance required of any subcontractor has been obtained.

6.2 Insurance Requirements are shown in **EXHIBIT C**.

ARTICLE VII – INDEMNIFICATION

Consultant shall fully indemnify and hold harmless the City of Corpus Christi and its officials, officers, agents, employees, excluding the engineer or architect or that person's agent, employee or subconsultant, over which the City exercises control ("Indemnitee") from and against any and all claims, damages, liabilities or costs, including reasonable attorney fees and court costs, to the extent that the damage is caused by or results from an act of negligence, intentional tort, intellectual property infringement or failure to pay a subcontractor or supplier committed by

Consultant or its agent, Consultant under contract or another entity over which Consultant exercises control while in the exercise of rights or performance of the duties under this agreement. This indemnification does not apply to any liability resulting from the negligent acts or omissions of the City or its employees, to the extent of such negligence.

Consultant shall defend Indemnitee, with counsel satisfactory to the City Attorney, from and against any and all claims, damages, liabilities or costs, including reasonable attorney fees and court costs, if the claim is not based wholly or partly on the negligence of, fault of or breach of contract by Indemnitee. If a claim is based wholly or partly on the negligence of, fault of or breach of contract by Indemnitee, the Consultant shall reimburse the City's reasonable attorney's fees in proportion to the Consultant's liability.

Consultant must advise City in writing within 24 hours of any claim or demand against City or Consultant known to Consultant related to or arising out of Consultant's activities under this Agreement.

ARTICLE VIII – TERMINATION OF AGREEMENT

8.1 By Consultant:

8.1.1 The City reserves the right to suspend this Agreement at the end of any phase for the convenience of the City by issuing a written and signed Notice of Suspension. The Consultant may terminate this Agreement for convenience in the event such suspension extends for a period beyond 120 calendar days by delivering a Notice of Termination to the City.

8.1.2 The Consultant must follow the Termination Procedure outlined in this Agreement.

8.2 By City:

8.2.1 The City may terminate this agreement for convenience upon seven days written notice to the Consultant at the address of record.

8.2.2 The City may terminate this agreement for cause upon ten days written notice to the Consultant. If Consultant begins, within three days of receipt of such notice, to correct its failure and proceeds to diligently cure such failure within the ten days, the agreement will not terminate. If the Consultant again fails to perform under this agreement, the City may terminate the agreement for cause upon seven days written notice to the Consultant with no additional cure period. If the City terminates for cause, the City may reject any and all proposals submitted by Consultant for up to two years.

8.3 Termination Procedure

8.3.1 Upon receipt of a Notice of Termination and prior to the effective date of termination, unless the notice otherwise directs or Consultant takes action to cure a failure to perform under the cure period, Consultant shall immediately begin the phase-out and discontinuance of all services in connection with the performance of this Agreement. Within 30 calendar days after receipt of the Notice of Termination, unless Consultant has successfully cured a failure to perform, Consultant shall submit a statement showing in detail the services performed under this Agreement prior to the effective date of termination. City retains the option to grant an extension to the time period for submittal of such statement.

8.3.2 Consultant shall submit all completed and/or partially completed work under this Agreement, including but not limited to specifications, designs, plans and exhibits.

8.3.3 Upon receipt of documents described in the Termination Procedure and absent any reason why City may be compelled to withhold fees, Consultant will be compensated for its services based upon a Time & Materials calculation or Consultant and City's estimate of the proportion of the total services actually completed at the time of termination. There will be no compensation for anticipated profits on services not completed.

8.3.4 Consultant acknowledges that City is a public entity and has a duty to document the expenditure of public funds. The failure of Consultant to comply with the submittal of the statement and documents, as required above, shall constitute a waiver by Consultant of any and all rights or claims to payment for services performed under this Agreement.

ARTICLE IX – RIGHT OF REVIEW AND AUDIT

9.1 Consultant grants City, or its designees, the right to audit, examine or inspect, at City's election, all of Consultant's records relating to the performance of the Work under this Agreement, during the term of this Agreement and retention period herein. The audit, examination or inspection may be performed by a City designee, which may include its internal auditors or an outside representative engaged by City. Consultant agrees to retain its records for a minimum of four (4) years following termination of the Agreement, unless there is an ongoing dispute under this Agreement, then such retention period shall extend until final resolution of the dispute.

9.2 Consultant's records include any and all information, materials and data of every kind and character generated as a result of and relevant to the Work under this Agreement (Consultant's Records). Examples include billings, books, general ledger, cost ledgers, invoices, production sheets, documents, correspondence, meeting notes, subscriptions, agreements, purchase orders, leases, contracts, commitments, arrangements, notes, daily diaries, reports, drawings, receipts, vouchers, memoranda, time sheets, payroll records, policies, procedures, and any and all other agreements, sources of information and matters that may, in City's and Consultant's reasonable judgment, have any bearing on or pertain to any matters, rights, duties or obligations under or covered by any Agreement Documents.

9.3 City agrees that it shall exercise the right to audit, examine or inspect Consultant's Records only during Consultant's regular business hours. Consultant agrees to allow City's designee access to all of Consultant's Records, Consultant's facilities and Consultant's current employees, deemed necessary by City or its designee(s), to perform such audit, inspection or examination. Consultant also agrees to provide adequate and appropriate work space necessary to City or its designees to conduct such audits, inspections or examinations.

9.4 Consultant shall include this audit clause in any subcontractor, supplier or vendor contract.

ARTICLE X – OWNER REMEDIES

10.1 The City and Consultant agree that in the event the City suffers actual damages, the City may elect to pursue its actual damages and any other remedy allowed by law. This includes but is not limited to:

10.1.1 Failure of the Consultant to make adequate progress and endanger timely and successful completion of the Project, which includes failure of subconsultants to meet contractual obligations;

10.1.2 Failure of the Consultant to design in compliance with the laws of the City, State and/or federal governments, such that subsequent compliance costs exceed expenditures that would have been involved had services been properly executed by the Consultant.

10.1.3 Losses are incurred because of errors and/or omissions in the design, working drawings, specifications or other documents prepared by the Consultant to the extent that the financial losses are greater than the City would have originally paid had there not been errors and/or omissions in the documents.

10.2 When the City incurs non-value added work costs for change orders due to design errors and/or omissions, the City will send the Consultant a letter that includes:

- (1) Summary of facts with supporting documentation;
- (2) Instructions for Consultant to revise design documents, if appropriate, at Consultant's expense;
- (3) Calculation of non-value added work costs incurred by the City; and
- (4) Deadline for Consultant's response.

10.3 The Consultant may be required to revise bid documents and re-advertise the Project at the Consultant's sole cost if, in the City's judgment, the Consultant generates excessive addenda, either in terms of the nature of the revision or the actual number of changes due to the Consultant's errors or omissions.

10.4 The City may withhold or nullify the whole or part of any payment as detailed in Article III.

ARTICLE XI – CONSULTANT REMEDIES

11.1 If Consultant is delayed due to uncontrollable circumstances, such as strikes, riots, acts of God, national emergency, acts of the public enemy, governmental restrictions, laws or regulations or any other causes beyond Consultant's and City's reasonable control, an extension of the Project schedule in an amount equal to the time lost due to such delay shall be Consultant's sole and exclusive remedy. The revised schedule should be approved in writing with a documented reason for granting the extension.

11.2 The City agrees that the Consultant is not responsible for damages arising from any cause beyond Consultant's reasonable control.

11.3 If Consultant requests a remedy for a condition not specified above, Consultant must file a Claim as provided in this Agreement.

ARTICLE XII – CLAIMS AND DISPUTE RESOLUTION

12.1 Filing of Claims

12.1.1 Claims arising from the circumstances identified in this Agreement or other occurrences or events, shall be made by Written Notice delivered by the party making the Claim to the other party within twenty-one (21) calendar days after the start of the occurrence or event giving rise to the Claim and stating the general nature of the Claim.

12.1.2 Every Claim of Consultant, whether for additional compensation, additional time or other relief, shall be signed and sworn to by a person authorized to bind the Consultant by his/her signature, verifying the truth and accuracy of the Claim.

12.1.3 The responsibility to substantiate a claim rests with the party making the Claim.

12.1.4 Within thirty (30) calendar days of receipt of notice and supporting documentation, City will meet to discuss the request, after which an offer of settlement or a notification of no settlement offer will be sent to Consultant. If Consultant is not satisfied with the proposal presented, Consultant will have thirty (30) calendar days in which to (i) submit additional supporting data requested by the City, (ii) modify the initial request for remedy or (iii) request Mediation.

12.1.5 Pending final resolution of a claim, except as otherwise agreed in writing, Consultant shall proceed diligently with performance of the Agreement, and City shall continue to make payments in accordance with this Agreement.

12.2 Mediation

12.2.1 All negotiations pursuant to this clause are confidential and shall be treated as compromise and settlement negotiations for purposes of applicable rules of evidence.

12.2.2 Before invoking mediation, the Parties agree that they shall first try to resolve any dispute arising out of or related to this Agreement through discussions directly between those senior management representatives within their respective organizations who have overall managerial responsibility for similar projects. This step shall be a condition precedent to the use of mediation. If the parties' senior management representatives cannot resolve the dispute within thirty (30) calendar days after a Party delivers a written notice of such dispute, then the Parties shall proceed with the mediation process contained herein.

12.2.3.1 In the event that City or Consultant shall contend that the other has committed a material breach of this Agreement, the Party alleging such breach shall, as a condition precedent to filing any lawsuit, request mediation of the dispute.

12.2.3.2 Request for mediation shall be in writing, and shall request that the mediation commence no less than thirty (30) or more than ninety (90) calendar days following the date of the request, except upon agreement of both parties.

12.2.3.3 In the event City and Consultant are unable to agree to a date for the mediation or to the identity of the mediator or mediators within thirty (30) calendar days of the request for mediation, all conditions precedent in this Article shall be deemed to have occurred.

12.2.3.4 The parties shall share the mediator's fee. Venue for mediation shall be Nueces County, Texas. Any agreement reached in mediation shall be enforceable as a settlement agreement in any court having jurisdiction thereof. No provision of this Agreement shall waive any immunity or defense. No provision of this Agreement is a consent to suit.

12.3 In calculating the amount of any Claim or any measure of damages for breach of contract, the following standards shall apply both to claims by Consultant and to claims by City:

12.3.1 In no event shall either Party be liable, whether in contract or tort or otherwise, to the other Party for loss of profits, delay damages or for any special incidental or consequential loss or damage of any nature arising at any time or from any cause whatsoever;

12.3.2 Damages are limited to extra costs specifically shown to have been directly caused by a proven wrong for which the other Party is claimed to be responsible.

12.4 In case of litigation between the parties, Consultant and City agree that neither party shall be responsible for payment of attorney's fees pursuant to any law or other provision for payment of attorneys' fees. Both Parties expressly waive any claim to attorney's fees should litigation result from any dispute between the parties to this Agreement.

12.5 No Waiver of Governmental Immunity. NOTHING IN THIS ARTICLE SHALL BE CONSTRUED TO WAIVE CITY'S GOVERNMENTAL IMMUNITY FROM LAWSUIT, WHICH IMMUNITY IS EXPRESSLY RETAINED TO THE EXTENT IT IS NOT CLEARLY AND UNAMBIGUOUSLY WAIVED BY STATE LAW.

ARTICLE XIII – MISCELLANEOUS PROVISIONS

13.1 Assignability. Neither party will assign, transfer or delegate any of its obligations or duties under this Agreement contract to any other person and/or party without the prior written consent of the other party, except for routine duties delegated to personnel of the Consultant staff. This includes subcontracts entered into for services under this Agreement. If the Consultant is a partnership or joint venture, then in the event of the termination of the partnership or joint venture, this contract will inure to the individual benefit of such partner or partners as the City may designate. No part of the Consultant fee may be assigned in advance of receipt by the Consultant without written consent of the City.

The City will not pay the fees of expert or technical assistance and consultants unless such employment, including the rate of compensation, has been approved in writing by the City.

13.2 Ownership of Documents. Consultant agrees that upon payment, City shall exclusively own any and all information in whatsoever form and character produced and/or maintained in accordance with, pursuant to or as a result of this Agreement, including contract documents (plans and specifications), drawings and submittal data. Consultant may make a copy for its files. Any reuse by the City, without specific written verification or adaptation by Consultant, shall be a City's sole risk and without liability or legal exposure to Consultant. The City agrees that any modification of the plans will be evidenced on the plans and be signed and sealed by a licensed professional prior to re-use of modified plans.

13.3 Standard of Care. Services provided by Consultant under this Agreement shall be performed with the professional skill and care ordinarily provided by competent licensed professionals practicing under the same or similar circumstances and professional license; and performed as expeditiously as is prudent considering the ordinary professional skill and care of a competent engineer or architect.

13.4 Licensing. Consultant shall be represented by personnel with appropriate licensure, registration and/or certification(s) at meetings of any official nature concerning the Project, including scope meetings, review meetings, pre-bid meetings and preconstruction meetings.

13.5 Independent Contractor. The relationship between the City and Consultant under this Agreement shall be that of independent contractor. City may explain to Consultant the City's goals and objectives in regard to the services to be performed by Consultant, but the City shall not direct Consultant on how or in what manner these goals and objectives are to be met.

13.6 Entire Agreement. This Agreement represents the entire and integrated Agreement between City and Consultant and supersedes all prior negotiations, representations or agreements, either oral or written. This Agreement may be amended only by written instrument signed by both the City and Consultant.

13.7 No Third Party Beneficiaries. Nothing in this Agreement can be construed to create rights in any entity other than the City and Consultant. Neither the City nor Consultant intends to create third party beneficiaries by entering into this Agreement.

13.8 Disclosure of Interest. Consultant agrees to comply with City of Corpus Christi Ordinance No. 17112 and complete the *Disclosure of Interests* form.

13.9 Certificate of Interested Parties. For contracts greater than \$50,000, Consultant agrees to comply with Texas Government Code section 2252.908 and complete Form 1295 Certificate of Interested Parties as part of this agreement. Form 1295 must be electronically filed with the Texas Ethics Commission at https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm. The form must then be printed, signed and filed with the City. For more information, please review the Texas Ethics Commission Rules at <https://www.ethics.state.tx.us/legal/ch46.html>.

13.10 Conflict of Interest. Consultant agrees, in compliance with Chapter 176 of the Texas Local Government Code, to complete and file Form CIQ with the City Secretary's Office. For more information and to determine if you need to file a Form CIQ, please review the information on the City Secretary's website at <http://www.cctexas.com/government/city-secretary/conflict-disclosure/index>.

13.11 Boycott Israel. As required by Chapter 2270, Government Code, Consultant hereby verifies that it does not boycott Israel and will not boycott Israel through the term of this Agreement. For purposes of this verification, "boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes.

13.12 Controlling Law. This Agreement is governed by the laws of the State of Texas without regard to its conflicts of laws. Venue for legal proceedings lies exclusively in Nueces County, Texas. Cases must be filed and tried in Nueces County and cannot be removed from Nueces County.

13.13 Severability. If, for any reason, any one or more Articles and/or paragraphs of this Agreement are held invalid or unenforceable, such invalidity or unenforceability shall not affect, impair or invalidate the remaining Articles and/or paragraphs of this Agreement but shall be confined in its effect to the specific Article, sentences, clauses or parts of this Agreement held invalid or unenforceable, and the invalidity or unenforceability of any Article, sentence, clause or parts of this Agreement, in any one or more instance, shall not affect or prejudice in any way the validity of this Agreement in any other instance.

13.14 Conflict Resolution Between Documents. Consultant hereby agrees and acknowledges if anything contained in the Consultant-prepared **Exhibit A**, Consultant's Scope of Services, or contained in any other document prepared by Consultant and included herein, is in conflict with Articles I-XIII of this Agreement (Articles), the Articles shall take precedence and control to resolve said conflict.

13.15 Title VI Assurance. The Consultant shall prohibit discrimination in employment based upon race, color, religion, national origin, gender, disability or age.

CITY OF CORPUS CHRISTI

Jeff H. Edmonds, P.E. Date
Director of Engineering Services


APPROVED AS TO LEGAL FORM

Assistant City Attorney Date

ATTEST

City Secretary Date

SCS ENGINEERS, INC.



David J. Mezzacappa, P.E. Date
Vice President
1901 Central Drive, Suite 550
Bedford, TX 76021
(817) 571-2288 Office
dmezzacappa@scsengineers.com

10/31/18

Project Name Solid Waste Air Compliance &
Gas System Monitoring 2019-2021
Project Number 18147A
Accounting Unit 1020-12506-033
Account 530000
Activity 18147A-01-1020-EXP
Account Category 30000
Fund Name Solid Waste Operating
Amount \$452,400 (Cefe)

Project Name Solid Waste Air Compliance &
Gas System Monitoring 2019-2021
Project Number 18147A
Accounting Unit 1020-12530-033
Account 530000
Activity 18147A-01-1020-EXP
Account Category 30000
Fund Name Solid Waste Operating
Amount \$377,620 (JC Elliott)

EXHIBIT A
SCOPE OF SERVICES



**Cefe Valenzuela and J.C. Elliott
Landfills**

**Proposal for
Air Compliance and
Gas System OM&M Services
Calendar Years 2019, 2020, and 2021**

Presented To:



CITY OF CORPUS CHRISTI

P. O. Box 9277

Corpus Christi, Texas 78469-9277

(361) 826-3500

Presented By:

SCS ENGINEERS

1901 Central Drive, Suite 550

Bedford, Texas 76021

(817) 571-2288

October 2018

SCS Proposal No. 160010218

Cefe Valenzuela and J.C. Elliott Landfills

Proposal for Air Compliance and Gas System OM&M Services Calendar Years 2019, 2020, and 2021

Presented To:

CITY OF CORPUS CHRISTI
P. O. Box 9277
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October 2018
Proposal No. 160010218

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Attachment

Fee Schedules (Labor and Equipment)

1 BACKGROUND

Based upon the scope awarded to SCS Engineers from RFQ 2018-01, this proposal has been prepared to cover air compliance and landfill gas collection and control system (GCCS) operation, maintenance, and monitoring (OM&M) services at the City of Corpus Christi's (City's) solid waste facilities. The facilities covered under this proposal include the following:

- The Cefe Valenzuela Landfill (Cefe); and
- The J.C. Elliott Landfill and Transfer Station (JCE).

Both Landfills have GCCS' and Cefe is fully subject to federal New Source Performance Standard (NSPS) requirements for operation, monitoring, and reporting of its GCCS.

This proposal has been divided into several tasks to accomplish routine work needed between 2019 and 2021. The tasks shown at the beginning cover air compliance and reporting work while the latter tasks cover GCCS OM&M services. Tasks are also subdivided by site (i.e., a separate task is provided for the emissions inventory for both Cefe and JCE as opposed to having one combined task for both inventories).

2 SCOPE OF SERVICES

TASK 1 – CEFE EMISSIONS INVENTORY UPDATE/FEE REPORTING

A formal emissions inventory is filed annually for Cefe per TCEQ requirements to report emissions annually. This task will include preparation of this inventory and filing the emissions fee remittance form in 2019, 2020, and 2021.

For this task, in January of each year, SCS will gather the information needed to estimate the prior calendar year's emissions from Cefe. Some of this will overlap with the information needed to estimate GHG emissions (Task 2) also, so one list will be prepared for both tasks.

Upon receipt of the necessary information, SCS will prepare emissions spreadsheets and enter these emissions into TCEQ's State of Texas Environmental Electronic Reporting System (STEERS). Upon completion of entering the prior calendar year's data, SCS will provide the calculations in PDF format for your review and work with you to address any comments and certify the STEERS data on to TCEQ prior to the March 31st deadline each year. We will upload pertinent calculations into STEERS for TCEQ's reference.

In April of each year the City will receive an emissions fee remittance form from the TCEQ since the Landfill holds a Title V permit. Upon receipt of this form, SCS will complete it on the City's behalf, using the estimated prior year's emissions from the inventory. We will also estimate the amount that the City can be expected to be invoiced for in November of each year for the City's budgetary planning.

TASK 2 – CEFE GREENHOUSE GAS REPORTING SERVICES

As part of Task 2's services, SCS will prepare the required reporting associated with the Federal mandatory GHG reporting rules for the prior year's calendar year GHG emissions for Cefe. This work includes the preparation and submittal of the required GHG emissions estimates and associated information required by the GHG reporting rule. The deadline for this submittal is March 31st of each year.

SCS will have much of the information necessary to complete the GHG emissions estimates based on prior work. However, we will contact you regarding the additional information needed (along with any TCEQ emissions inventory information needed from Task 1). Online reporting will be performed with our XML formatted submittal. SCS will work with the City and enter all online information for the City's review and certification.

When the reporting has been completed, SCS will provide a memorandum for your files including backup calculation spreadsheets and pertinent assumptions.

TASK 3 – CEFE TITLE V REPORTING

Cefe's Title V permit requires reporting in the form of two semi-annual deviation reports each year and an annual compliance certification. For this task, SCS will prepare and file these reports on behalf of the City (with the City's Responsible Official's signatures). SCS will track the required submittal deadlines and as part of our due diligence with the City to determine if there are any issues, perform a site audit with each semi-annual event. For this audit SCS will send someone to the Site for a visit to go over the records needed and perform a site tour. These visits to Cefe (two per year) will also encompass J.C. Elliott. Any discovered deviations will be explained and included as such in the Title V paperwork. Upon completion of all paperwork and receipt of the City's signature page, SCS will transmit the appropriate paperwork to TCEQ and, for the annual certification, to EPA. SCS will also provide a memorandum summarizing the site audit for the City's files – this memorandum will be sealed by a professional engineer registered in the State of Texas.

TASK 4 – CEFE NSPS/SSM REPORTING

For this task SCS will prepare reports for two semi-annual NSPS/SSM reporting events due during each calendar year. At the end of each reporting period, SCS will obtain all monitoring information required for reporting from SCS' gas system operations team.

Upon completion, a draft copy of each semi-annual report will be submitted to the City for review, comment, and appropriate signatures. The NSPS/SSM reporting will be combined with the required Title V permit reporting so that only one overall report is required semi-annually. Upon receipt of comments and the executed signature pages, SCS will compile a PDF of the final document and prepare the appropriate copies for transmittal to TCEQ, and other required regulatory agencies, as well as the City.

TASK 5 – JCE EMISSIONS INVENTORY UPDATE/FEE REPORTING

A formal emissions inventory is filed annually for JCE so that emissions fees may be based upon actual, not permitted emissions. This task will include updating this inventory and filing the emissions fee remittance form in 2019, 2020, and 2021 for the prior calendar year's emissions.

For this task, in January of each year, SCS will gather the information needed to estimate the prior calendar year's emissions. Some of this will overlap with the information needed to estimate GHG emissions (Task 6) also so one list will be prepared for both tasks.

Upon receipt of the necessary information, SCS will prepare emissions spreadsheets and enter these emissions into TCEQ's State of Texas Environmental Electronic Reporting System (STEERS). Upon completion of entering the data, SCS will provide the calculations in PDF format for your review and work with you to address any comments and certify the STEERS data on to TCEQ prior to the annual March 31st TCEQ deadline to certify the emissions to them. We will upload pertinent calculations into STEERS for TCEQ's reference.

In April of each year the City will receive an emissions fee remittance form from the TCEQ since the Landfill holds a Title V permit. Upon receipt of this form, SCS will complete it on the City's behalf, using the estimated emissions from the recently completed inventory. We will also estimate the amount that the City can be expected to be invoiced for in November for the City's budgetary planning.

TASK 6 – JCE GREENHOUSE GAS REPORTING SERVICES

As part of Task 6's services, SCS will prepare the required reporting associated with the Federal mandatory GHG reporting rules for GHG emissions for JCE. This work includes the preparation and submittal of the required GHG emissions estimates and associated information required by the GHG reporting rule. The deadline for this submittal will be on March 31st annually between 2019 and 2021.

SCS will have much of the information necessary to complete the GHG emissions estimates based on prior work. However, we will contact you regarding the additional information needed (along with any TCEQ emissions inventory information needed from Task 5). Our XML formatted submittal will be used to file information related to the GHG reporting rule. SCS will work with the City and enter all online information for the City's review and certification.

When the reporting has been completed, SCS will provide a memorandum for your files including backup calculation spreadsheets and pertinent assumptions.

TASK 7 – JCE TITLE V REPORTING

JCE's Title V permit requires reporting in the form of two semi-annual deviation reports each year and an annual compliance certification. For this task, SCS will prepare and file these reports on behalf of the City (with the City's Responsible Official's signatures). SCS will track the required submittal deadlines and provide an information list for the City's review to affirm that no known deviations have occurred. Any discovered deviations will be explained and included as such in the Title V paperwork. Upon completion of all paperwork and receipt of the City's signature page, SCS will transmit the appropriate paperwork to TCEQ and, for the annual certification, to EPA.

TASK 8A – JCE TITLE V PERMIT RENEWAL

JCE's Title V permit is a 5-year operating permit. This permit must be renewed by June 14, 2019 for a new 5-year term. This task covers preparation and filing of this renewal.

For this task, SCS will prepare a Title V application for coverage of the JCE under TCEQ's General Operating Permit (GOP). The renewal will consist of a cover letter, and various TCEQ forms and checklists required to demonstrate coverage under the GOP (which the Landfill has been covered under for more than 10 years now). The final application will be provided to the City for review and the Responsible Official signature. Upon receipt of the hard copy signature page, SCS can submit the renewal application to TCEQ on the City's behalf. This task will also cover post-submittal questions and follow-up with TCEQ prior to approval of the renewal.

TASK 8B – CEFE TITLE V PERMIT RENEWAL

Cefe's Title V permit is a 5-year operating permit. This permit must be renewed by September 1, 2020 for a new 5-year term. This task covers preparation and filing of this renewal.

For this task, SCS will prepare a Title V application for coverage of the Cefe under TCEQ's General Operating Permit (GOP). The renewal will consist of a cover letter, and various TCEQ forms and checklists required to demonstrate coverage under the GOP. The final application will be provided to the City for review and the Responsible Official signature. Upon receipt of the hard copy signature page, SCS can submit the renewal application to TCEQ on the City's behalf. This task will also cover post-submittal questions and follow-up with TCEQ prior to approval of the renewal.

TASK 8C – NEW NSPS (XXX) REQUIREMENTS (CEFE)

EPA issued new NSPS rules for landfills in 2016 (40 CFR 60, Subpart XXX). Although a final date has not been set, SCS anticipates that these rules will filter down to Cefe by 2021 through the emission guideline rulemaking process. Assuming this rule is in place, Cefe will be subject to multiple new filing requirements which can be accommodated by this task, including:

- New Design Capacity Report and Emissions Calculations (Tier 1); and
- Permit revisions to bring these new rules into the Landfill's Title V and possibly Subchapter U authorizations.

This task assumes that a new landfill gas collection and control system design plan would not be required for submittal in 2020 or 2021 (would likely be required sometime in 2022).

TASK 8D – NEW NSPS (XXX) REQUIREMENTS (JCE)

As with Task 8C, if the new NSPS rules do filter down to existing sites by 2021, J.C. Elliott will also have filing requirements (although these will be less than what is required for Cefe since JCE is closed and not subject to current NSPS control requirements).

This task will cover SCS preparing a new Design Capacity Report and emissions calculations to show that the landfill does not emit more than 34 Mg/yr of non-methane organic compounds (the control threshold in the new rule). This task assumes that SCS will be able to utilize historical site-specific NMOC testing and that new testing will not be required by TCEQ.

TASK 9 – AIR COMPLIANCE ON-CALL SERVICES

Task 9 is being included to provide a task for any on-call air quality services that might be needed in 2019, 2020, and 2021 to cover items such as the following:

- Support for any TCEQ air inspections where the City may need to organize air compliance documentation for the inspector, or may want to consider having SCS present at the inspection;

- Permit revisions that may be needed during the year for any new sources being planned at one of the City's solid waste Sites;
- Questions the City may have about possible landfill gas-to-energy or other air-related items; and/or
- Support for new rule promulgation that may occur during the year and require compliance filings, or other support.

The above list is not meant to be inclusive, and depending on the level of effort needed, addition fees to those included in this proposal may be necessary. However, this task will provide a mechanism for SCS to quickly respond (at least initially) as any such need arises.

TASK 10 – CEFE ROUTINE/NON-ROUTINE GCCS OM&M SERVICES

Cefe's GCCS currently contains the following items that require OM&M services:

Landfill	Gas Collection System				SEM
	No. of Wells	No. of Sumps	No. of Flares ¹	No. of Blowers	Surface Area (acres)
Cefe Valenzuela	26 ²	4	1	2	60

¹ Candlestick Flare, ² Number of wells is assumed to increase by approximately 14 in 2021 for an NSPS-required wellfield expansion.

For monitoring purposes, Cefe will be subject to the operational requirements of the NSPS rules (40 CFR 60, Subpart WWW).

SCS Field Services (SCS-FS) will operate the GCCS at Cefe as part of this proposal consistent with NSPS rules. Consequently, the following minimum landfill gas (LFG) quality standards will apply to measurements taken at each LFG extraction wellhead:

- Static pressure measured at the wellhead; the NSPS requirement is to be less than 0.0 inches of water column (i.e., under vacuum);
- LFG temperature measured at the wellhead; the NSPS requirement is to be less than 131 degrees Fahrenheit (131° F); and
- Oxygen concentration measured at the wellhead; the NSPS requirement is to be less than 5.0 percent by volume.

Although not required by regulations, SCS-FS will also attempt to maintain the LFG quality at each wellhead in conformance with the following limits:

- Methane concentration between 45 and 58 percent; and
- Balance gas concentration less than 10 percent.

These latter LFG quality standards are overall benchmarks and are not considered absolute minimum or maximum allowable readings; however, they are consistent with NSPS requirements and provide desirable goals for LFG quality at each wellhead.

Task 10A – Routine OM&M Services

Routine GCCS-related services are those services for which the scopes can be reasonably defined at the present time and estimates of costs provided.

Wellfield Monitoring and Maintenance Services

SCS-FS will conduct monitoring and adjustment of the wellfield to ensure proper balancing of the LFG extraction wells. Routine GCCS OM&M services will be provided at each active LFG extraction well. During these services, SCS-FS will document the following operational data for each well:

- Static pressure;
- Differential pressure;
- Lateral (available) vacuum;
- LFG flow;
- LFG composition (i.e., methane (CH₄), carbon dioxide (CO₂), oxygen (O₂), nitrogen (N₂)); and
- LFG temperature.

The technician will also evaluate the condition of each wellhead and listen for leaks. Minor leaks identified during monitoring will be repaired at the time of discovery. Leaks that cannot be fully repaired (e.g., those requiring replacement parts) will be temporarily mitigated in the field (if possible). Permanent repairs will be performed as non-routine scheduled services (see Non-Routine Services section of this proposal).

Monitoring will be performed with a Landtec GEM 5000 or equivalent. At a minimum, the GEM 5000 will be calibrated prior to use each day and as needed during the course of the day. Factory calibration will be performed in accordance with manufacturer's recommendations.

Other Wellfield Monitoring and Maintenance Services

Additional wellfield monitoring and maintenance services are indicated below:

- Replacement of flex hoses and monitoring ports on wells (labor only; limited to three wells per month);
- Measurement of depth-to-liquid in wells (on an as-needed basis to troubleshoot LFG quality issues);
- Monitoring of LFG quality and pressure at sample ports on collection piping (if applicable);
- Observation and monitoring of wells equipped with pneumatic pumps to verify proper operation of pumps (if applicable);
- Observation and monitoring of condensate sumps and/or drip legs to verify their integrity and proper operation; and
- Observation for general landfill cover integrity and surface water drainage conditions that might impact LFG collection system operations.

As necessary, issues related to these items will be brought to the attention of Landfill management prior to SCS-FS personnel leaving Cefe and documented in the monthly report (see below).

BFS Monitoring and Maintenance Services

SCS-FS will perform routine blower/flare system (BFS) monitoring each month including the following services:

- Collect BFS data (as available) including:
 - Instantaneous flow readings (from meter);
 - Total flow readings (from totalizer);
 - Overall system vacuum (i.e., knockout inlet);
 - Knockout outlet pressure and temperature;
 - Blower inlet and outlet pressures and temperatures;
 - Flame arrestor inlet and outlet pressures (if ports available);
 - Composite LFG quality (i.e., CH₄, CO₂, O₂, and balance gas concentrations);
 - Flare temperature (from thermocouple readout);
 - Blower run time hours (from meter);
 - Blower bearing temperatures (from panel readout);
 - Blower amperage reading (from panel readout);
 - Flow meter readings (for condensate tanks [if applicable]); and
 - Logger data (i.e., download logger).
- Monitor and record operating status as applicable of various BFS components including:
 - Blower;
 - Motor;
 - Flare;
 - Flare control system;
 - Air compressor (if applicable); and
 - Propane tank (if applicable).

SCS-FS personnel will identify any necessary manufacturer's specified preventative maintenance of BFS components including:

- Blower;
- Motor;
- Flare control system;
- Condensate knockout(s);
- Flame arrestor; and
- Compressor.

In the event that SCS-FS is required to perform these services, then they will be provided as non-routine scheduled services (see Non-Routine Services section of this proposal).

Services that will be provided as needed in conjunction with routine monthly visits include:

- Tightening of hoses, valves, etc.;
- Replacement of broken sampling ports/cock valves (labor only);
- Cleaning around the BFS; and
- Greasing motor/blower bearings (if grease fittings available).

Spare Parts Inventory

SCS-FS will keep an inventory of spare parts and materials at a designated location on site for the GCCS (in accordance with the manufacturer's operations manuals for the blower, motor, and flare). If any of the spare parts or materials in the inventory are used for maintenance or repairs, SCS-FS will notify City personnel who will order the items or who may direct SCS-FS to do so.

GCCS OM&M Recordkeeping and Reporting

For monthly GCCS OM&M services, SCS-FS will prepare and submit a report by the end of the month following the month for which wellfield monitoring services were provided. This report will include the following information:

- Monitoring data collected at individual LFG extraction wells;
- Status of each well's compliance with the operating limits;
- Well depth measurements (when such measurements are taken);
- Summary of BFS operations;
- Condensate sump operational status;
- Summary of routine maintenance services performed;
- Summary of non-routine maintenance services performed (if any); and
- Recommendations for additional non-routine maintenance or repairs needed (if any).

In advance of submitting the above-described report, SCS-FS will compile collected data on the SCSeTools server and provide access for designated personnel to this data. Field data will be uploaded to SCSeTools for access and review within two workdays following collection by SCS-FS. By placing data on the SCSeTools server, access will be available to personnel at all times via the Internet.

Task 10B – Follow-Up Monthly GCCS OM&M Services

For instances where an additional visit is needed to address issues of concern at Cefe, SCS-FS has included this task for follow-up monthly services. These services are intended to supplement but not replace routine monthly services, and while the visits will only be done on an as-needed basis, they are not intended for addressing significant issues as described in the non-routine services section below which may require mobilization of multiple technicians and special equipment. Examples of when follow-up services might be conducted are indicated below.

- Restarting the flare;
- Troubleshooting BFS operational issues;
- Remonitoring of wells; and
- Installation of wellhead (labor only).

Follow-up services account for travel to and from a Site and for the technician being onsite for at least a half day. The cost estimate below is per visit per day.

Task 10C – Flow Meter Calibration

Calibration of the LFG flow meter in accordance with the manufacturer's recommendations is a requirement of greenhouse gas (GHG) regulations. To address this requirement, SCS-FS will remove the Site's flow meter and replace it with a rental unit from the meter manufacturer. The Site's meter will be shipped to the manufacturer for factory calibration. After calibration and return, SCS-FS will reinstall the meter and return the rental unit to the manufacturer. Documentation of the calibration will be provided to the City for their records.

SCS-FS will arrange for meter calibration so as to ensure that a properly calibrated meter is installed at all times. Meter calibration costs below account only for calibration of the meter (including meter rental, removal/installation costs, and all shipment costs) but not for any repairs determined needed by the meter manufacturer.

Project Management and Administration

For the above tasks, SCS-FS will provide an adequate level of management and administration to ensure that the project runs smoothly and efficiently. Management/administrative services include scheduling of field activities, oversight of field activities, reporting of field activities, invoicing for services, and client communications. Costs for these services are included under the respective tasks.

Task 10D - Cefe Non-Routine OM&M Services

With the routine services that will be provided as described above, non-routine services should be minimized; however, some non-routine services may still be necessary at times. Examples of such services are provided below.

Non-Routine Scheduled Services

Non-routine scheduled services consist of corrective repairs or maintenance work identified by City personnel or by SCS-FS personnel during routine visits or supplemental GCCS monitoring services. Such services may include but are not limited to the following:

- Repair/replacement of broken valves;
- Repair/replacement of damaged wellheads;
- Raising of wells;
- Repair of damaged header and/or leachate lines;
- Troubleshooting of well and/or header problems;
- Blower/flare maintenance activities;
- Compressor maintenance activities; and
- Troubleshooting of pump problems (in wells or sumps).

Such services may be necessary for regulatory compliance or essential for satisfactory system operation; however, the work is of a non-emergency nature and can be scheduled to allow for procurement of materials and/or equipment and scheduling of personnel. Non-routine scheduled maintenance will be performed on a time-and-materials or fixed fee basis and only with prior authorization from the City.

Non-Routine Unscheduled Services

Non-routine unscheduled (emergency) services include events that require immediate response for ongoing operation of the GCCS and/or to ensure protection of public health and the environment. Such services may include but are not limited to the following:

- Investigation of elevated oxygen concentrations at the BFS;
- Repair of main header line breaks (resulting in no or reduced LFG flow);
- Troubleshooting/repair of BFS problems; and
- Investigation of surging vacuum in header.

Due to the urgent nature of these items, advance scheduling of work activities may not be feasible; however, SCS-FS personnel are prepared to respond to emergencies as needed, 24 hours per day, 7 days per week. Non-routine unscheduled services will be performed as required on a time-and-materials basis and only with prior authorization from the City.

TASK 11 – CEFE SEM SERVICES

SCS-FS will perform quarterly SEM events at Cefe in general accordance with Title 40 Code of Federal Regulations Section 60.755(c) and (d) (40 CFR §60.755(c) and (d)) or 40 CFR §60.765(c) and (d) and 40 CFR Part 60, Appendix A, Method 21. As required by the regulations, monitoring will be scheduled during periods of typical meteorological conditions and will provide coverage of the area served by the GCCS.

Task 11A – Cefe SEM Services

The SEM event will include the following:

- Identifying the monitoring route in the field per the SEM route map;
- Identifying penetration locations in the field per the wellfield layout map;
- Testing surface emissions continuously along the monitoring path and at penetrations using an organic vapor analyzer specifically designed for surface emissions testing (e.g., flame ionization detector);
- Marking, recording, and notifying Site personnel of areas where methane concentrations exceeding 500 parts per million (ppm) above background are detected (if applicable); and
- Recommending corrective actions to remediate areas of exceedances (if applicable) such as adjustments to extraction wells; adjustments to header line flow/vacuum; cover maintenance; or installation of additional collection devices.

SEM Recordkeeping and Reporting

By the end of the month following the month in which the SEM work is completed, SCS-FS will prepare and submit a report to the Landfill manager summarizing all SEM activities performed and the data collected. This report will include the following information:

- Explanation of procedures followed in conducting monitoring;
- Instrument field calibration and background data;
- Data for exceedance locations (i.e., locations with methane concentrations exceeding 500 ppm above background) including initial and follow-up monitoring (if applicable);
- Identification of corrective actions implemented to address exceedances (if applicable); and
- A map of the SEM route with exceedance locations and areas not monitored (for safety reasons) noted.

Additional documentation (e.g., field data, notes) will be maintained and made available as needed.

SEM Schedule

SEM events will be conducted during each calendar quarter of 2019, 2020, and 2021. Depending on the date on which a particular event is performed, rechecks and reporting may extend into the subsequent quarter.

Task 11B – Cefe Recheck SEM Services

Rechecks of locations where methane concentrations exceed 500 ppm above background will be performed within 10 days and at one month of initial detection of the exceedance as if this were a formal required scan. Exceedances will be brought promptly to the attention of Site personnel to allow timely implementation of corrective actions. If a corrective action is implemented for an exceedance location on the day of the quarterly SEM event prior to the SCS-FS technician completing the post-calibration check, then the 10-day recheck will be performed that same day.

In the event that separate mobilizations are required, a cost for each 10-day and one-month recheck has been provided in the SEM cost in the Fee and Schedule section of this proposal (see below). For budgeting purposes, one recheck per quarter has been accounted for in this section.

TASK 12 – JCE ROUTINE/NON-ROUTINE GCCS OM&M SERVICES

JCE's GCCS contains the following items that require OM&M services:

Landfill	Gas Collection System			
	No. of Wells	No. of Sumps	No. of Flares ¹	No. of Blowers
J. C. Elliott	138	7	1	2

¹ Candlestick Flare

Although JCE is not subject to the operational requirements of Title 40 Code of Federal Regulations Part 60, Subpart WWW (aka New Source Performance Standards (NSPS)), the Site's GCCS will typically be operated as though those rules do apply.

As much as possible, SCS-FS will operate the GCCS at JCE as part of this proposal consistent with NSPS rules. Consequently, the following minimum landfill gas (LFG) quality standards will apply to measurements taken at each LFG extraction wellhead:

- Static pressure measured at the wellhead must be less than 0.0 inches of water column (i.e., under vacuum);
- LFG temperature measured at the wellhead must be less than 131 degrees Fahrenheit (131° F); and
- Oxygen concentration measured at the wellhead must be less than 5.0 percent by volume.

SCS-FS will also attempt to maintain the LFG quality at each wellhead in conformance with the following limits:

- Methane concentration between 45 and 58 percent; and
- Balance gas concentration less than 10 percent.

These latter LFG quality standards are overall benchmarks and are not considered absolute minimum or maximum allowable readings; however, they are consistent with NSPS requirements and provide desirable goals for LFG quality at each wellhead.

Task 12A – Routine OM&M Services

Routine GCCS-related services are those services for which the scopes can be reasonably defined at the present time and estimates of costs provided.

Wellfield Monitoring and Maintenance Services

SCS-FS will conduct monitoring and adjustment of the wellfield to ensure proper balancing of the LFG extraction wells. Routine GCCS OM&M services will be provided at each active LFG extraction well. During these services, SCS-FS will document the following operational data (as appropriate for monitoring equipment used) for each well:

- Static pressure;
- Differential pressure;
- Lateral (available) vacuum;
- LFG flow;
- LFG composition (i.e., methane (CH₄), carbon dioxide (CO₂), oxygen (O₂), nitrogen (N₂)); and
- LFG temperature.

The technician will also evaluate the condition of each wellhead and listen for leaks. Minor leaks identified during monitoring will be repaired at the time of discovery. Leaks that cannot be fully repaired (e.g., those requiring replacement parts) will be temporarily mitigated in the field (if possible). Permanent repairs will be performed as non-routine scheduled services (see Non-Routine Services section of this proposal).

Monitoring will be performed with a Landtec GEM 5000 or equivalent. At a minimum, the GEM 5000 will be calibrated prior to use each day and as needed during the course of the day. Factory calibration will be performed in accordance with manufacturer's recommendations.

Other Wellfield Monitoring and Maintenance Services

Additional wellfield monitoring and maintenance services are indicated below:

- Replacement of flex hoses and monitoring ports on wells (labor only; limited to ten wells per month);
- Measurement of depth-to-liquid in wells (on an as-needed basis to troubleshoot LFG quality issues);
- Monitoring of LFG quality and pressure at sample ports on collection piping (if applicable);
- Observation and monitoring of wells equipped with pneumatic pumps to verify proper operation of pumps (if applicable);
- Observation and monitoring of condensate sumps and/or drip legs to verify their integrity and proper operation; and
- Observation for general landfill cover integrity and surface water drainage conditions that might impact LFG collection system operations.

As necessary, issues related to these items will be brought to the attention of Landfill management prior to SCS-FS personnel leaving JCE and documented in the monthly report (see below).

BFS Monitoring and Maintenance Services

SCS-FS will perform routine blower/flare system (BFS) monitoring each month including the following services:

- Collect BFS data (as available) including:
 - Instantaneous flow readings (from meter);
 - Total flow readings (from totalizer);
 - Overall system vacuum (i.e., knockout inlet);
 - Knockout outlet pressure and temperature;
 - Blower inlet and outlet pressures and temperatures;
 - Flame arrestor inlet and outlet pressures (if ports available);
 - Composite LFG quality (i.e., CH₄, CO₂, O₂, and balance gas concentrations);
 - Flare temperature (from thermocouple readout);
 - Blower run time hours (from meter);
 - Blower bearing temperatures (from panel readout);
 - Blower amperage reading (from panel readout);
 - Flow meter readings (for condensate tanks [if applicable]); and
 - Logger data (i.e., download logger).
- Monitor and record operating status as applicable of various BFS components including:
 - Blower;
 - Motor;
 - Flare;
 - Flare control system;
 - Air compressor (if applicable); and
 - Propane tank (if applicable).

SCS-FS personnel will identify any necessary manufacturer's specified preventative maintenance of BFS components including:

- Blower;
- Motor;
- Flare control system;
- Condensate knockout(s);
- Flame arrestor; and
- Compressor.

In the event that SCS-FS is required to perform these services, then they will be provided as non-routine scheduled services (see Non-Routine Services section of this proposal).

Services that will be provided as needed in conjunction with routine monthly visits include:

- Tightening of hoses, valves, etc.;

- Replacement of broken sampling ports/cock valves (labor only);
- Cleaning around the BFS; and
- Greasing motor/blower bearings (if grease fittings available).

Spare Parts Inventory

SCS-FS will keep an inventory of spare parts and materials at a designated location on site for the GCCS (in accordance with the manufacturer's operations manuals for the blower, motor, and flare). If any of the spare parts or materials in the inventory are used for maintenance or repairs, SCS-FS will notify City personnel who will order the items or who may direct SCS-FS to do so.

GCCS OM&M Recordkeeping and Reporting

For monthly GCCS OM&M services, SCS-FS will prepare and submit a report by the end of the month following the month for which wellfield monitoring services were provided. This report will include the following information:

- Monitoring data collected at individual LFG extraction wells;
- Status of each well's compliance with the operating limits;
- Well depth measurements (when such measurements are taken);
- Summary of BFS operations;
- Condensate sump operational status;
- Summary of routine maintenance services performed;
- Summary of non-routine maintenance services performed (if any); and
- Recommendations for additional non-routine maintenance or repairs needed (if any).
- Summary of logger data noting downtimes and data gaps.
- Startup/shutdown/malfunction (SSM) forms for SSM events as identified from logger data.

In advance of submitting the above-described report, SCS-FS will compile collected data on the SCSeTools server and provide access for designated personnel to this data. Field data will be uploaded to SCSeTools for access and review within two workdays following collection by SCS-FS. By placing data on the SCSeTools server, access will be available to personnel at all times via the Internet.

Task 12B – Follow-Up Monthly GCCS OM&M Services

For instances where an additional visit is needed to address issues of concern at JCE, SCS-FS has included this task for follow-up monthly services. These services are intended to supplement but not replace routine monthly services, and while the visits will only be done on an as-needed basis, they are not intended for addressing significant issues as described in the non-routine services section below which may require mobilization of multiple technicians and special equipment. Examples of when follow-up services might be conducted are indicated below.

- Restarting the flare;
- Troubleshooting BFS operational issues;

- Remonitoring of wells; and
- Installation of wellhead (labor only).

Follow-up services account for travel to and from a Site and for the technician being onsite at least a half day. Material costs are not accounted for and will be billed separately in accordance with the fee schedule. The cost estimate below is per visit per day.

Task 12C – Flow Meter Calibration

Calibration of the LFG flow meter in accordance with the manufacturer's recommendations is a requirement of greenhouse gas (GHG) regulations. To address this requirement, SCS-FS will remove the Site's flow meter and replace it with a rental unit from the meter manufacturer. The Site's meter will be shipped to the manufacturer for factory calibration. After calibration and return, SCS-FS will reinstall the meter and return the rental unit to the manufacturer. Documentation of the calibration will be provided to the City for their records.

SCS-FS will arrange for meter calibration so as to ensure that a properly calibrated meter is installed at all times. To minimize costs, services will be performed in conjunction with other routine services at the Site. Meter calibration costs below account for calibration of the meter (including meter rental, removal/installation costs, and all shipment costs) but not for any repairs determined to be needed by the meter manufacturer.

Project Management and Administration

For the above tasks, SCS-FS will provide an adequate level of management and administration to ensure that the project runs smoothly and efficiently. Management/administrative services include scheduling of field activities, oversight of field activities, reporting of field activities, invoicing for services, and client communications. Costs for these services are included under the respective tasks.

Task 12D – Non-Routine OM&M Services

With the routine services that will be provided as described above, non-routine services should be minimized; however, some non-routine services may still be necessary at times. Examples of such services are provided below.

Non-Routine Scheduled Services

Non-routine scheduled services consist of corrective repairs or maintenance work identified by City personnel or by SCS-FS personnel during routine visits or supplemental GCCS monitoring services. Such services may include but are not limited to the following:

- Repair/replacement of broken valves;
- Repair/replacement of damaged wellheads;
- Raising of wells;
- Repair of damaged header and/or leachate lines;
- Troubleshooting of well and/or header problems;

- Blower/flare maintenance activities;
- Compressor maintenance activities; and
- Troubleshooting of pump problems (in wells or sumps).

Such services may be necessary for regulatory compliance or essential for satisfactory system operation; however, the work is of a non-emergency nature and can be scheduled to allow for procurement of materials and/or equipment and scheduling of personnel. Non-routine scheduled maintenance will be performed on a time-and-materials or fixed fee basis and only with prior authorization from the City.

Non-Routine Unscheduled Services

Non-routine unscheduled (emergency) services include events that require immediate response for ongoing operation of the GCCS and/or to ensure protection of public health and the environment. Such services may include but are not limited to the following:

- Investigation of elevated oxygen concentrations at the BFS;
- Repair of main header line breaks (resulting in no or reduced LFG flow);
- Troubleshooting/repair of BFS problems; and
- Investigation of surging vacuum in header.

Due to the urgent nature of these items, advance scheduling of work activities may not be feasible; however, SCS-FS personnel are prepared to respond to emergencies as needed, 24 hours per day, 7 days per week. Non-routine unscheduled services will be performed as required on a time-and-materials basis and only with prior authorization from the City.

3 FEE AND SCHEDULE

The table below shows the proposed fees for the tasks presented in this proposal. Tasks 1 through 9 will be billed on a lump sum, percent complete basis. Tasks 10 through 12 will be billed as follows: Task 10C and 12C on a lump sum, percent complete basis; Tasks 10A, 10B, 11A, 11B, 12A, and 12B on a unit cost, per event basis; and Tasks 10D and 12D on a time-and-materials basis.

Proposed Fees by Task

Task #	Task Name	2019 Fee	2020 Fee	2021 Fee
1	Cefe Emissions Inventory Update/Fee Reporting	\$4,000	\$4,000	\$4,000
2	Cefe Greenhouse Gas Reporting Services	\$4,000	\$4,000	\$4,000
3	Cefe Title V Reporting	\$10,500	\$10,500	\$10,500
4	Cefe NSPS/SSM Reporting	\$4,000	\$4,000	\$4,000
5	JCE Emissions Inventory Update/Fee Reporting	\$3,000	\$3,000	\$3,000
6	JCE Greenhouse Gas Reporting Services	\$4,000	\$4,000	\$4,000
7	JCE Title V Reporting	\$1,800	\$1,800	\$1,800
8A	JCE Title V Permit Renewal	\$3,000	-	-
8B	Cefe Title V Permit Renewal	-	\$3,000	-
8C	New NSPS (XXX) Requirements (Cefe)	-	-	\$8,500
8D	New NSPS (XXX) Requirements (JCE)	-	-	\$2,000
9	Air Compliance On-Call Services	\$20,000	\$20,000	\$20,000
10A	Cefe Routine Monthly GCCS OM&M Services	\$37,800	\$37,800	\$40,200
10B	Cefe Follow-Up Monthly GCCS OM&M Services	\$23,400	\$23,400	\$23,400
10C	Cefe Flow Meter Calibration	\$3,500	\$3,500	\$3,500
10D	Cefe Non-Routine GCCS OM&M Services	\$20,000	\$30,000	\$30,000
11A	Cefe SEM Services	\$17,100	\$17,100	\$17,100
11B	Cefe Recheck SEM Services	\$5,200	\$5,200	\$5,200
12A	JCE Routine Monthly GCCS OM&M Services	\$51,840	\$51,840	\$51,840
12B	JCE Follow-Up Monthly GCCS OM&M Services	\$23,400	\$23,400	\$23,400
12C	JCE Flow Meter Calibration	\$3,500	\$3,500	\$3,500
12D	JCE Non-Routine GCCS OM&M Services	\$20,000	\$30,000	\$30,000
Total		\$260,040	\$280,040	\$289,940

The following summarizes the schedule for each task:

- Tasks 1, 2, 5, and 6 are due March 31st of each year, although the fee remittance forms discussed for Tasks 1 and 5 will be submitted by June 1st of each year;
- Tasks 3 and 4 will be completed on the new NSPS schedule or reporting that will be set to be due May 1st and October 31st of each year. The Title V reporting period will be set to match these reporting timeframes also;
- Task 7 will be completed when each Title V period ends for submittal on or before February and August 24th of each year;
- Task 8A will be completed by June 14, 2019;
- Task 8B will be completed by September 1, 2020;

- Tasks 8C and 8D will be scheduled once the new NSPS rules are finalized for existing sites and become effective in the State of Texas. Once this happens the Design Capacity Report and initial emissions calculations will be due within 90 days. The applicable permit revisions to incorporate the rule's requirements will also be filed within 90 days of the rule becoming effective;
- Task 9 will be completed on an as-needed basis based on conversations with the City and the timelines required by any task requiring on-call services;
- Task 10A will be completed each month throughout 2019, 2020, and 2021;
- Task 10B will be completed each month (as needed) throughout 2019, 2020, and 2021;
- Task 10C may not be needed approximately every 18 months from the last calibration – SCS will track and complete this requirement within 18 months of each prior calibration between 2019, 2020, and 2021
- Task 10D will be completed throughout 2019, 2020, and 2021 on an as-needed basis and billed accordingly (see below);
- Tasks 11A and 11B will be completed each calendar quarter throughout 2019, 2020, and 2021;
- Task 12A will be completed each month throughout 2019, 2020, and 2021;
- Task 12B will be completed each month (as needed) throughout 2019, 2020, and 2021;
- Task 12C will be completed during October/November 2019 and then within 18 months after the last calibration; and
- Task 12D will be completed throughout 2019, 2020, and 2021 on an as-needed basis and billed accordingly (see below).

Procedures for Non-Routine Services (Tasks 10C and 12D)

Non-routine scheduled services and non-routine unscheduled (emergency) services will be compensated in accordance with the fee schedules (see appendices). Since determination of the frequency of occurrence or extent of repair work that might be required is not possible at this time, cost estimates for these services are not provided. When scheduled non-routine services are needed, SCS-FS will provide the City with time-and-materials/not-to-exceed or fixed fee estimates for specific corrective repairs or maintenance work. When unscheduled (emergency) services are needed, SCS-FS will be prepared to quickly respond to requests from the City for assistance and may not have sufficient time to provide cost estimates for services in advance. In both cases, work would proceed subsequent to authorization from the City.

4 ASSUMPTIONS AND CONDITIONS

In preparing this proposal SCS-FS offers the following assumptions and conditions:

1. SCS-FS will be responsible for the OM&M of the GCCS at both Cefe and JCE. No expansions of the systems at each Landfill have been accounted for in this proposal.
2. Routine monitoring and maintenance services will typically be provided by a one-man crew; however, additional support may be provided for some services (e.g., surface emissions monitoring).
3. Wellheads are in suitable condition for monitoring with a Landtec GEM 5000 or equivalent.
4. All materials for the spare parts inventory will be provided by the City or obtained by SCS-FS in accordance with the fee schedules provided in the appendices.
5. SCS-FS will be responsible for routine monthly operations and maintenance of the BFS system as described above. The BFS will be monitored in conjunction with site visits for monitoring of the wellfield. Additional separate mobilizations only for monitoring of the BFS have not been accounted for in the routine monthly cost estimate.
6. SEM rechecks are limited to a total of 15 locations, both route and penetrations. Additional rechecks will be performed as non-routine services.
7. All reports will be provided in standardized formats currently utilized by SCS-FS; however, minor changes to the reports as specified by the City will be made.
8. City personnel will assist with completion of SSM forms by identifying the causes for SSM events and any deviations from standard operating procedures.
9. No regularly scheduled meetings between the City and SCS-FS have been accounted for in the scope of services; however, it is anticipated that the SCS-FS technician may meet with City personnel when performing routine and non-routine services at the Sites.
10. SCS-FS takes no responsibility for the overall quality of the LFG collected from the GCCS in regards to trace components.
11. SCS-FS takes no legal responsibility for any of the potential hazards associated with condensate from the GCCS and/or its disposal. If removal and off-site disposal of condensate is required, then it will be managed directly by others. SCS-FS may assist with coordination and management of condensate and leachate removal operations if requested.
12. This proposal is confidential and for the City's use only.

EXHIBIT B

SAMPLE PAYMENT REQUEST FORM

Sample form for:
Payment Request
Revised 07/27/00

COMPLETE PROJECT NAME
Project No. XXXX
Invoice No. 12345
Invoice Date:

	Contract	Amd No. 1	Amd No. 2	Total Contract	Amount Invoiced	Previous Invoice	Total Invoice	Percent Complete
Basic Services:								
Preliminary Phase	\$1,000	\$0	\$0	\$1,000	\$0	\$1,000	\$1,000	100%
Design Phase	2,000	1,000	0	3,000	1,000	500	1,500	50%
Bid Phase	500	0	250	750	0	0	0	0%
Construction Phase	2,500	0	1,000	3,500	0	0	0	0%
Subtotal Basic Services	\$6,000	\$1,000	\$1,250	\$8,250	\$750	\$1,500	\$2,500	30%
Additional Services:								
Permitting	\$2,000	\$0	\$0	\$2,000	\$500	\$0	\$500	25%
Warranty Phase	0	1,120	0	1,120	0	0	0	0%
Inspection	0	0	1,627	1,627	0	0	0	0%
Platting Survey	TBD	TBD	TBD	TBD	TBD	TBD	TBD	0%
O & M Manuals	TBD	TBD	TBD	TBD	TBD	TBD	TBD	0%
SCADA	TBD	TBD	TBD	TBD	TBD	TBD	TBD	0%
Subtotal Additional Services	\$2,000	\$1,120	\$1,627	\$4,747	\$500	\$0	\$500	11%
Summary of Fees								
Basic Services Fees	\$6,000	\$1,000	\$1,250	\$8,250	\$750	\$1,500	\$2,500	30%
Additional Services Fees	2,000	1,120	1,627	4,747	500	0	500	11%
Total of Fees	\$8,000	\$2,120	\$2,877	\$12,997	\$1,250	\$1,500	\$3,000	23%

EXHIBIT C

Insurance Requirements

Onsite Outdoor Services

1.1 Consultant must not commence work under this agreement until all required insurance has been obtained and such insurance has been approved by the City. Consultant must not allow any subcontractor to commence work until all similar insurance required of any subcontractor has been obtained.

1.2 Consultant must furnish to the Director of Engineering Services with the signed agreement a copy of Certificates of Insurance (COI) with applicable policy endorsements showing the following minimum coverage by an insurance company(s) acceptable to the City's Risk Manager. **The City must be listed as an additional insured on the General liability and Auto Liability policies, and a waiver of subrogation is required on all applicable policies. Endorsements must be provided with COI. Project name and or number must be listed in Description Box of COI.**

TYPE OF INSURANCE	MINIMUM INSURANCE COVERAGE
30-written day notice of cancellation, required on all certificates or by applicable policy endorsements	Bodily Injury and Property Damage Per occurrence - aggregate
Commercial General Liability including: 1. Commercial Broad Form 2. Premises – Operations 3. Products/ Completed Operations 4. Contractual Liability 5. Independent Contractors 6. Personal Injury- Advertising Injury	\$1,000,000 Per Occurrence \$2,000,000 Aggregate
AUTO LIABILITY (including) 1. Owned 2. Hired and Non-Owned 3. Rented/Leased	\$500,000 Combined Single Limit
PROFESSIONAL LIABILITY (Errors and Omissions)	\$1,000,000 Per Claim If claims made policy, retro date must be prior to inception of agreement, have

	extended reporting period provisions and identify any limitations regarding who is insured.
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1.3 In the event of accidents of any kind related to this agreement, Consultant must furnish the City with copies of all reports of any accidents within 10 days of the accident.

1.4 Consultant shall obtain and maintain in full force and effect for the duration of this Contract, and any extension hereof, at Consultant's sole expense, insurance coverage written on an occurrence basis, by companies authorized and admitted to do business in the State of Texas and with an A.M. Best's rating of no less than A- VII. **Consultant is required to provide City with renewal Certificates.**

1.5 In the event of a change in insurance coverage, Consultant shall be required to submit a copy of the replacement certificate of insurance to City at the address provided below within 10 business days of said change. Consultant shall pay any costs resulting from said changes. All notices under this Article shall be given to City at the following address:

City of Corpus Christi
Attn: Engineering Services
P.O. Box 9277
Corpus Christi, TX 78469-9277

1.6 **Consultant agrees that with respect to the above required insurance, all insurance policies are to contain or be endorsed to contain the following required provisions:**

- 1.6.1 List the City and its officers, officials, employees and elected representatives as additional insured by endorsement, as respects operations, completed operation and activities of, or on behalf of, the named insured performed under contract with the City with the exception of the professional liability/Errors & Omissions policy;
- 1.6.2 Provide for an endorsement that the "other insurance" clause shall not apply to the City of Corpus Christi where the City is an additional insured shown on the policy;
- 1.6.3 If the policy is cancelled, other than for nonpayment of premium, notice of such cancellation will be provided at least 30 days in advance of the cancellation effective date to the certificate holder;
- 1.6.4 If the policy is cancelled for nonpayment of premium, notice of such cancellation will be provided within 10 days of the cancellation effective date to the certificate holder.

1.7 Within five (5) calendar days of a suspension, cancellation or non-renewal of coverage, Consultant shall notify City of such lapse in coverage and provide a replacement Certificate of Insurance and applicable endorsements to City. City shall have the option to suspend Consultant's performance should there be a lapse in coverage at any time during this contract. Failure to provide and to maintain the required insurance shall constitute a material breach of this contract.

1.8 In addition to any other remedies the City may have upon Consultant's failure to provide and maintain any insurance or policy endorsements to the extent and within the time herein required, the City shall have the right to withhold any payment(s) if any, which become due to Consultant hereunder until Consultant demonstrates compliance with the requirements hereof.

1.9 Nothing herein contained shall be construed as limiting in any way the extent to which Consultant may be held responsible for payments of damages to persons or property resulting from Consultant's or its subcontractor's performance of the work covered under this agreement.

1.10 It is agreed that Consultant's insurance shall be deemed primary and non-contributory with respect to any insurance or self-insurance carried by the City of Corpus Christi for liability arising out of operations under this agreement.

1.11 It is understood and agreed that the insurance required is in addition to and separate from any other obligation contained in this agreement.