

TASK ORDER No. 37
WWTRC Expansion

Amendment No. 2

WHEREAS:

HDR ENGINEERING, INC. ("HDR") entered into an Agreement on the 13th day of December, 2024 to perform engineering services for The City of Boerne, Texas ("CITY");

The CITY desires to amend this Agreement in order for HDR to perform services beyond those previously contemplated;

HDR is willing to amend the agreement and perform the additional engineering services.

NOW, THEREFORE, HDR and the CITY do hereby agree:

The following modifications are made to:

PART 2.0 SCOPE OF SERVICES TO BE PERFORMED BY ENGINEER ON THE PROJECT:

Add new Task 12: Construction Phase Services for Construction Package 1, Expansion of Reclaimed Water Facilities.

- 1) ENGINEER will provide the following construction phase services for Package 1 of the WWTRC Expansion, Expansion of Reclaimed Water Facilities. These services include:
 - a) Prepare and assemble the Contract Documents, as described in the Agreement.
 - b) Develop agenda for, and attend, one pre-construction meeting.
 - c) Attend up to eight construction progress meetings, as requested by CITY, each followed by a site visit to the WWTRC.
 - i) Progress meetings will be attended by Project Manager or Deputy Project Manager, and up to one Project Engineer.
 - d) Attend up to four additional site visits, as needed or requested by CITY.
 - e) Review of up to 100 technical submittals or product shop drawings.
 - f) Review of up to 15 equipment operation and maintenance (O&M) manuals.
 - g) Review and respond to up to 50 contractor requests for information (RFI).
 - h) Review and respond to up to 12 change proposal requests (CPR).
 - i) Process accepted CPRs into up to two Change Orders (CO).
 - j) Review up to eight monthly contractor pay applications. Provide recommendation of payment based on ENGINEER's knowledge, information and belief that the Work has progressed to the point indicated based on site observations.
 - k) Provide direction to the contractor with up to eight field orders to authorize minor variations in the Work, where no change in contract time or amount is required.

- l) Setup and maintain a log of submittals, RFIs, CPRs, COs, field orders and pay applications.
- m) Evaluate the acceptability of substitute or “or-equal” materials or equipment proposed by Contractor, in accordance with the procedures defined in the Contract Documents.
- n) Attend Substantial Completion walk through promptly after receiving notice from the contractor that the work is substantially complete and ready for intended use.
- o) Provide Notice of Substantial Completion to Contractor, once CITY and ENGINEER agree the relevant completion milestone has been reached.
- p) Attend Final Completion walk through promptly after receiving notice from the contractor that the work is complete and acceptable, and ready for final payment.
- q) Provide Notice of Final Completion to Contractor, once CITY and ENGINEER agree the relevant completion milestone has been reached.
- r) Prepare record drawings based on markups provided by the Contractor.

Add new Task 13: Materials Testing and Special Inspections for Construction Package 1, Expansion of Reclaimed Water Facilities.

- 1) ENGINEER will contract with a subcontractor to provide the construction materials testing, laboratory tests, and inspections during construction of Construction Package 1 of the WWTRC Expansion, Expansion of Reclaimed Water Facilities. These services include:
 - a) Soil samples and in-place testing (field density, Atterberg limits, sieve analysis) of backfill and subgrade soil materials.
 - i) Testing up to four bulk proctor soils samples is included. Additional tests will be considered additional services.
 - b) Field concrete testing, rebar observation, and concrete cylinder testing.
 - i) Testing up to six concrete cylinders per set is included, with two tested at seven days, two tested at 28 days, and two additional. Additional tests will be considered additional services.
 - c) Field asphalt testing, aggregate sieve analysis, specific gravity testing, molding test, asphalt content, asphalt coring and testing.
 - i) Testing up to two cores, each up to 12 inches thick, is included. Additional tests will be considered additional services.
 - d) Special inspections for steel, welding inspection by a Certified Welding Inspector, ultra sonic testing, and reporting.

- e) Proposed pump station field concrete testing, rebar observation, inspection of field grout, mortar testing, masonry testing, and concrete cylinders laboratory tests.
- f) Proposed ground storage tank field concrete testing and rebar observation.
- g) Results of the field tests will be submitted electronically to the ENGINEER, CITY, and Contractor.

Assumptions:

- The construction phase services described in this Amendment are limited to the activities associated with the construction of the first package of the WWTRC Expansion, Expansion of Reclaimed Water Facilities. Construction phase services for future expansions at the WWTRC are not included and will be considered additional services.
- Construction duration is assumed to be 11 months. If the construction duration is extended through no fault of ENGINEER, ENGINEER shall be entitled to an equitable increase in compensation if construction phase services are required beyond 11 months past the Contractor Notice to Proceed.
- The extent and limitations of the duties, responsibilities and authority of ENGINEER as assigned in the General Conditions, as may be modified by the Supplementary Conditions, shall not be modified.
- ENGINEER shall not be responsible for the acts or omissions of any Contractor, subcontractors, suppliers, or other individuals or entities performing or furnishing any of the Work. ENGINEER shall not be responsible for the failure of any Contractor to perform or furnish the Work in accordance with the Contract Documents.
- Pre-construction meeting will be in person at Boerne City Hall, attended by ENGINEER's project manager and deputy project manager, and up to one hour in duration.
- Construction progress meetings will be attended by ENGINEER's project manager and one project engineer, and up to one hour in duration.
- ENGINEER's recommendation of contractor pay applications will be dependent on CITY input if ENGINEER has not made a site visit that month. By recommending payment, ENGINEER does not represent that an exhaustive, extended effort to evaluate every aspect of Contractors Work in progress has occurred.
- ENGINEER's site visits will be limited to observation only. The OWNER will provide construction inspection services. ENGINEER will not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the work.

- ENGINEER neither guarantees the performance of any Contractor, nor assumes responsibility for any Contractor's failure to furnish or perform the Work, or any portion of the Work, in accordance with the Contract Documents.
- Record Drawings will depict the completed project, or a specific portion of the completed project, prepared by ENGINEER based on Contractor's record copy of Drawings, Specifications, Addenda, Change Orders, Field Orders and written interpretations and clarifications, as delivered to ENGINEER and annotated by Contractor to show changes made during construction.
- ENGINEER shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the work, or to perform special inspections as defined in the applicable codes or required by the authorities having jurisdiction. ENGINEER neither guarantees the performance of any Contractor nor assumes responsibility for any Contractor's failure to furnish or perform the Work, or any portion of the Work, in accordance with the Construction Contract Documents.
- ENGINEER shall rely on the ENGINEER's best judgment in providing advice to the OWNER so that, when completed, the project will be in general conformance to the Contract Documents. ENGINEER shall not be responsible for the failure of the contractor to perform the construction work in accordance with the Contract Documents and the contract for construction; however, ENGINEER shall report to the CITY any deficiencies in the work actually detected by the ENGINEER.
- After Contractor's review and approval, ENGINEER shall review and take appropriate action on the Contractor's submittals, such as Shop Drawings, Product Data and samples, but only for conformance with the design concept of the project and compliance with the information given in the Contract Documents. Such reviews shall not extend to means, methods, techniques, sequences, or procedures of construction or to safety precautions and programs incident thereto. The review of a specific item shall not indicate review of an assembly of which the item is a component.
- Construction progress meetings will be scheduled and led by the contractor, held in person at either at the project site or CITY's office. Progress meetings will be up to one hour in duration and attended by ENGINEER'S project manager and project engineer.
- ENGINEER will not provide nor attend witness testing of equipment, electrical gear, or SCADA equipment.
- ENGINEER will not provide Resident Project Representative (RPR) services.
- ENGINEER will not provide any expert witness services.
- The Conformed Documents developed as part of the bid phase services to incorporate changes made by Addenda will serve as the Issued for Construction documents.
- No attendance or presentations at any City Council meetings are required.
- This scope of services does not include any start-up training or operations assistance, and would be considered additional services.

- Only laboratory cured cylinders are included. If field cured samples are required, it will be considered additional services.
- Retesting of materials that fail initial testing is not included and will be considered additional services.

Replace PART 5.0 ENGINEER’s FEE as follows:

Compensation will be on a lump sum basis for Tasks 1 through 11 as follows. Compensation will be on a time and materials basis for Tasks 12 and 13 as follows.

TASK No.	FEE (Not to Exceed Amount)
Task 1: Project Kickoff, Management, Coordination, Data Acquisition and Review	\$369,920
Task 2: Site, Tree and Topographic Survey, and Subsurface Utility Investigation	\$151,630
Task 3: Geotechnical Subsurface Exploration	\$108,810
Task 4: Preliminary Engineering and Evaluations	\$303,400
Task 5: Permitting Assistance	\$89,180
Task 6: Basis of Design and Facility Plan	\$215,410
Task 7: Final Design and Bidding Documents – Interim Re-Rated Phase	\$941,230
Task 8: Final Design and Bidding Documents – 3.9 MGD Phase	\$1,718,840
Task 9: Bid Phase Services – Interim, Re-Rated Phase	\$88,410
Task 10: Bid Phase Services – 3.9 MGD Phase	\$119,100
Task 11: Final Design, Bidding Documents, and Bid Phase Services – Reclaimed Water	\$239,860
Total Professional Services	\$4,345,790
Task 12: Construction Phase Services for Construction Package 1, Expansion of Reclaimed Water Facilities (time and materials)	\$144,950
Task 13: Materials Testing and Special Inspections for Construction Package 1, Expansion of Reclaimed Water Facilities (time and materials)	\$86,110
Amended Total Professional Services	\$4,576,850

ENGINEER will submit monthly invoices listing the amount of work completed to date as a percentage of lump sum fee for Tasks 1-11.

ENGINEER will submit monthly invoices based on time spent on Tasks 12 and 13, according to the hourly billing rates in the Master Services Agreement. The billing rates will be updated annually to reflect changes in personnel compensation.

This Amendment is executed this _____ day of _____, 2026. Execution of this Amendment shall serve as ENGINEER'S Notice to Proceed.

CITY OF BOERNE
"OWNER"

HDR ENGINEERING, INC.
"ENGINEER"

BY: _____

BY:  _____

NAME: Ben Thatcher

NAME: Cory Shockley, P.E.

TITLE: City Manager

TITLE: Vice President

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