

TASK ORDER-No. 20
City of Boerne Esser Road TPDES Permit Renewal

This Task Order pertains to an Agreement by and between The City of Boerne, (“CITY/OWNER”), and HDR Engineering, Inc. (“ENGINEER/HDR”), dated January 30th, 2017, (“the Agreement”). ENGINEER shall perform services on the project described below as provided herein and in the Agreement. This Task Order shall not be binding until it has been properly signed by both parties. Upon execution, this Task Order shall supplement the Agreement as it pertains to the project described below.

TASK ORDER NUMBER: 20

PROJECT NAME: City of Boerne Esser Road TPDES Permit Renewal

PART 1.0 PROJECT DESCRIPTION:

The City of Boerne Esser Road Wastewater Treatment Facility Texas Pollutant Discharge Elimination System (TPDES) Permit No. WQ0010066001 will expire on March 1, 2020. The City must submit an application for permit renewal to the Texas Commission on Environmental Quality (TCEQ) 180 calendar days prior to the expiration date. The renewal application will not include any expansion to plant capacity, or any minor or major permit amendments.

This scope of work, prepared by HDR, identifies tasks to complete the permit renewal application for the City.

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

Task 1 – WWTP PERMIT RENEWAL

This Task describes the professional basic services required for the proposed City of Boerne WWTP permit renewal. This scope represents the work anticipated in the preparation of the permit renewal application. HDR shall provide the basic services set forth herein.

Task 1.1. Assemble and complete forms for the permit renewal application. The permit renewal must be submitted to TCEQ no later than September 3, 2019 (180 calendar days before the current permit expiration date of March 1, 2020). The City shall provide information available as required by HDR to complete and prepare the following forms as required for permit renewals:

- i. Core Data Form
- ii. Administrative Report 1.0
- iii. Domestic Technical Report 1.0
- iv. Domestic Technical Report Worksheet 2.0: Receiving Waters
- v. Domestic Technical Report Worksheet 4.0: Pollutant Analysis Requirements
- vi. Domestic Technical Report Worksheet 5.0: Toxicity Testing Requirements
- vii. Domestic Technical Report Worksheet 6.0: Industrial Waste Contribution

Task 1.2. Assemble and complete the following attachments to the application, as required for permit renewals:

- i. USGS Map
- ii. SPIF
- iii. Treatment Process Description
- iv. Flow Diagram
- v. Site Drawing
- vi. Lab Reports
- vii. TCEQ Other Requirements or Special Provisions Documents

Task 1.3. Provide Draft of the Permit Renewal Packages in PDF format to the City for review.

Task 1.4. Coordinate work items with the City associated with this scope of services to include addressing the City's comments.

Task 1.5. Finalize permit application for submittal to TCEQ and submit to TCEQ before September 3, 2019.

Task 1.6. Provide up to eight (8) hours of TCEQ coordination after submittal of applications to TCEQ.

The City shall be responsible for payment of all required fees that must be submitted with the application. The application fee for renewals with flows greater than one (1) million gallons per day (mgd) is \$2,015.00.

Deliverables: HDR will provide one (1) hard copy and one (1) electronic copy of the permit renewal application to the City. TCEQ requires submission of one original application and three (3) printed copies of the permit renewal application. HDR will submit the permit renewal application to TCEQ on behalf of the City.

The following professional services can be provided at the City's request and are not part of the basic services of this agreement.

1. Significant modifications to initial permit application to incorporate TCEQ review comments
2. TCEQ-required public notices preparation
3. Testing or certification of any kind required by the permit or required for the permit application
4. Topographic surveys, stream surveys or other field surveys
5. TCEQ coordination beyond the time noted above
6. Public meeting attendance
7. Any other service not included specifically in the basic services
8. Preparation of sludge management plan

CITY'S RESPONSIBILITIES:

The City shall be responsible for, and HDR may rely upon, the accuracy and completeness of all requirements, programs, instructions, reports, data, and other information furnished by City to HDR pursuant to this Agreement. HDR may use such requirements, programs, instructions, reports, data, and information in performing or furnishing services under this Agreement. The City shall at its expense:

1. Provide all criteria and full information and furnish copies of all design and construction information.
2. Furnish any other available information pertinent to the Project including previous design plans, reports and data relative to previous designs, or investigation at or adjacent to the Site.
3. Following HDR's assessment of initially-available Project information and data and upon Engineer's request, furnish or otherwise make available such additional Project related information and data as is reasonably required to enable HDR to complete its Basic and Additional Services. Such additional information or data would generally include the following:
 - i. One copy of the existing permit and existing permit application.
 - ii. Test reports for all testing required to complete the permit application.
 - iii. Monitoring reports for the last 12 months.
 - iv. Groundwater monitoring data if needed.
 - v. Soil sample test data.
 - vi. Sludge sample test data.
 - vii. Property maps showing treatment facilities, effluent storage sites, irrigation sites and any crop sites.
 - viii. Signatures required on the completed application and copies.
 - ix. Payment of all application fees, testing fees and other fees assessed by the State or other entities associated with the permit renewal.
 - x. Property descriptions.
 - xi. Zoning, deed, and other land use restrictions, if required.
 - xii. Property, boundary, easement, right-of-way, and other special surveys or data, including establishing relevant reference points, if required.
 - xiii. Explorations and tests of subsurface conditions at or contiguous to the Site, drawings of physical conditions relating to existing surface or subsurface

structures at the Site, or hydrographic surveys, with appropriate professional interpretation thereof, if required.

- xiv. Environmental assessments, audits, investigations, and impact statements, and other relevant environmental or cultural studies as to the Project, the Site, and adjacent areas, if required.
 - xv. Data or consultations as required for the Project but not otherwise identified in the Agreement or the Exhibits thereto.
 - xvi. Sludge Management Plan
4. It is understood that the data provided by the City will contain all data necessary to prepare the required TCEQ permit renewal application components, including, if necessary for permit renewal application completion:
- i. Detailed engineering reports/plans including design calculations, site controls, groundwater protection, odor/dust/bioaerosol management, ultimate use of finished product
 - ii. Pathogen reduction alternatives
 - iii. Vector attraction alternatives
 - iv. Volume and frequency of sludge disposal
 - v. Calculations that show 25-year, 24-hour rainfall is prevented from leaving surface disposal unit
 - vi. Copy of closure plan and post-closure maintenance plan
 - vii. Groundwater monitoring data if needed
 - viii. Effluent land application rates, effluent storage pond volume and dimensions

Period of Service

- 1. Engineer is authorized to begin rendering services as of the date of receipt of the signed Agreement.
- 2. Engineer shall complete its obligations within a reasonable time. Specific period of time for rendering services is when the permits are issued or March 1, 2020, (whichever occurs first), and are hereby agreed to be reasonable.
- 3. If, through no fault of Engineer, such periods of time or dates are changed, or the orderly and continuous progress of Engineer's services is impaired, or Engineer's services are delayed or suspended, then the time for completion of Engineer's services, and the amounts of Engineer's compensation, shall be adjusted equitably.

4. If City authorizes changes in the scope, extent, or character of the Project, then the time for completion of Engineer's services, and the amounts of Engineer's compensation, shall be adjusted equitably.
5. City shall make decisions and carry out its other responsibilities in a timely manner so as not to delay the Engineer's performance of its services.
6. If Engineer fails, through its own fault, to complete the performance required in this Agreement within the time set forth, as duly adjusted, then City shall be entitled, as its sole remedy, to the recovery of direct damages, if any, resulting from such failure.

Compensation

The fee estimated to complete the above scope of work is \$18,500. Compensation will be on a Lump Sum basis. HDR will submit monthly invoices based on the percentage of the work complete.

This Task Order is executed this _____ day of _____, 2019. Execution of this Task Order shall serve as ENGINEER'S Notice to Proceed.

<u>CITY OF BOERNE</u>		<u>HDR ENGINEERING, INC.</u>	
"OWNER"		"ENGINEER"	
BY:	_____	BY:	_____
NAME:	<u>Ronald C. Bowman</u>	NAME:	<u>Shay Ralls Roalson, P.E.</u>
TITLE:	<u>City Manager</u>	TITLE:	<u>Vice President</u>
ADDRESS:	<u>402 E. Blanco Road</u> <u>Boerne, TX 78006</u>	ADDRESS:	<u>4401 West Gate Blvd, Suite 400</u> <u>Austin, TX 78745</u>