

BURGESS & NIPLE

Firm Registration No. F-10834

235 Ledge Stone Drive | Austin, TX 78737 | 512.432.1000

March 10, 2025

Mayor Bill Foulds
City of Dripping Springs
P.O. Box 384
Dripping Springs, Texas 78620

Re: City of Dripping Springs
Engineering Services Agreement
South Regional Wastewater System
Wastewater Major Permit Amendment No. 3
TCEQ Permit WQ0014488001

Dear Mayor Foulds:

Burgess and Niple, Inc. (ENGINEER) proposes to render engineering services to the City of Dripping Springs (CLIENT) in connection with the further development of the City of Dripping Springs South Regional Wastewater Facilities in Hays County, Texas. All Services shall be performed by ENGINEER in accordance with the generally accepted standards of care, skill, diligence and professional competence applicable to ENGINEER. Work will include assisting the CLIENT in preparing a major permit amendment application to the City of Dripping Springs' existing Municipal Wastewater Permit WQ0014488001 for submittal to the TCEQ (PROJECT). The amendment application will increase effluent irrigation disposal capacity via surface irrigation area by applying for the 309 beneficial reuse credit through the TCEQ. The CLIENT is expected to furnish ENGINEER with full information as to the requirements for the PROJECT, and also to make available all pertinent existing data. ENGINEER shall be able to rely upon the accuracy of all information provided by the CLIENT.

SCOPE OF WORK

The following assumptions and general understanding pertain to the provision of the Services and form the basis of this Agreement/Proposal:

- A. The TCEQ Wastewater Permit to be amended is Permit Number 14488-001 issued to the City of Dripping Springs.
- B. CLIENT will be responsible for providing as much information as possible on the existing WWTP treatment and disposal facilities required for the permit amendment application such as, operating data, effluent and sludge sampling (if any), sludge disposal contract(s), and analysis of soil samples from the root zone of the irrigated site(s), etc.
- C. The irrigation data that will be used for the 309 beneficial reuse credit will be irrigation water data taken from the Driftwood Golf Course as well as irrigation water data from the Dripping Springs Sports and Recreation Park. All water data will be provided by the City.

- D. The ENGINEER will at all times have access to the Work wherever it is in preparation or progress.
- E. All fees and public notice costs will be paid by CLEINT or will be considered reimbursable costs and are not included in the Project Budget.
- F. PROJECT is not located in the Edwards Aquifer Recharge Zone, but is within the Contributing Zone of the Barton Springs Segment of the Edwards Aquifer. Work required for developing a Contributing Zone Permit for submittal to the TCEQ is not included in this Scope of Work or Project Budget.
- G. The Scope of Work does not include the design of any equipment or instrumentation for measuring rainfall, or soil moisture in the irrigation fields to determine if the soils are saturated within the proposed irrigation areas.
- H. ENGINEER and CLIENT will work together to resolve any responses to deficiencies or variance requests with the TCEQ or any other reviewing authority. However, none are anticipated and are not included in this Scope of Work or Project Budget.
- I. Work required to request 210 Beneficial Reuse Authorization from the TCEQ to utilize treated effluent for irrigation is not included in the Scope of Work or Project Budget.

Our engineering services and the Scope of Work will consist of the following:

ENGINEER will develop a major permit amendment application to Wastewater Permit Number WQ0014488001 issued to the City of Dripping Springs for submittal to the TCEQ. The permit amendment application will generally include the existing permitted subsurface irrigation areas for effluent disposal and new areas for surface irrigation. Actual permit phases will be established during amendment application preparation, based on credit allowed by the TCEQ.

ENGINEER will develop a 309 Beneficial Reuse Report to support increased permit capacity and permit phasing. The report will include the water data provided by the City as well as the calculations to determine the credit that will be awarded.

The application will include the necessary information required to make the application complete and acceptable for administrative review by the TCEQ. The estimated cost of professional services identified for this PROJECT is based on the standard and customary TCEQ approval processes. Work required to assist the CLIENT in protracted disputes or negotiations with governmental authorities or other interested parties, or as an expert witness in any litigations with third parties arising from the development of the PROJECT, will be considered Additional Services.

The Scope of Work, as set forth previously, shall be considered performed at such time as the application is declared administratively complete by the TCEQ. Any work required to address issues raised by the general public or any other party that may comment on the application after it is administratively complete will be considered Additional Services.

SCHEDULE

ENGINEER acknowledges the importance to the CLIENT of the PROJECT schedule and agrees to put forth reasonable efforts in performing the services with due diligence under this Agreement. The CLIENT understands, however, that the performance must be governed by sound professional practices. ENGINEER will start work on the PROJECT immediately after execution of this Agreement.

COMPENSATION

ENGINEER will perform the work on a reimbursable time and expenses basis at the hourly rates included as Attachment A, plus expenses. Expenses will include direct expenses incurred by ENGINEER plus 10%. Billing for professional services will be based upon the actual amount of time required to complete the work. Upon mutual agreement of CLIENT and ENGINEER, rates included on Attachment A may be amended annually.

Invoices will be submitted monthly and payment is due within 30 days of CLIENT's receipt of the invoice. If payment is not received by the 45th day after the invoice date, then ENGINEER may suspend services under the Agreement until all invoice amounts due are paid in full. The PROJECT schedule shall be extended the total amount of time after ENGINEER suspends services to the time payments are received.

ENGINEERING BUDGET

Total Amount of This Contract

\$ 90,000

ADDITIONAL SERVICES

It is recognized that certain items required for completion may require the services of subcontractors and are not included in the Project Budget. Such services may include surveying, agronomy consulting, environmental engineering, environmental investigations, electrical/instrumentation engineering, structural engineering, and geotechnical engineering, etc.

It is also recognized that certain elements within the scope of engineering work cannot be accurately predetermined or controlled entirely by the ENGINEER. Such engineering work will be performed as Additional Services. Such work may include but not be limited to:

- Assist the CLIENT as an expert witness in any litigation with third parties, arising from the development of the PROJECT.
- Changes in scope of work after receiving initial directions from the CLIENT.
- Change in design as a result of unexpected field conditions discovered during further site investigations of the PROJECT.
- Assist the CLIENT in protracted disputes or negotiations with governmental authorities or other interested parties.

- Support the CLIENT during regulatory agency review processes beyond administrative or technical reviews including public comments or contested case hearings, as required and requested by CLIENT.

Out of Scope and Additional Services will be reimbursable per hour based on the attached fee schedule Attachment A, plus expenses. Expenses for Out of Scope and Additional Services will include direct expenses incurred by ENGINEER plus 10%. Such expenses will include subcontractors, reproduction costs, mileage, postage and delivery, etc., as required to complete the PROJECT. Billing for all additional professional services will be based upon the actual amount of time required to complete the additional work. Out of Scope services and Additional Services will only be performed with approval from CLIENT.

CLIENT understands that ENGINEER cannot be held accountable in the case that an amended TCEQ Wastewater Permit is not issued, approved, and/or accepted by the TCEQ. In addition, CLIENT understands the ENGINEER cannot be held accountable if the amended TCEQ Wastewater Permit is not issued as a result of any opposition to the application.

This Proposal is subject to the General Provisions included as Attachment B and may only be modified in writing when signed by both Parties. The Proposal is in addition to any other agreement regarding a permit amendment for this Project.

If this Proposal satisfactorily sets forth your understanding of our agreement, please sign the letter in the space provided below and return to us. This Proposal is valid for 45 days.

Sincerely,

Burgess and Niple, Inc.

City of Dripping Springs



William Ball, P.E.
Vice President

Bill Foulds
Mayor

Accepted this _____ day of _____, 2025.

ATTACHMENT A – Rates
2025 Billing Rates for Professional Services

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|--|---------------|
| Principal | \$295.00/hour |
| Project Engineer II (More than 15 years of experience) | \$250.00/hour |
| Project Engineer I (Less than or equal to 15 years of experience) | \$210.00/hour |
| Assistant Engineer II (More than 5 years of experience) | \$190.00/hour |
| Assistant Engineer I (Less than or equal to 5 years of experience) | \$165.00/hour |
| Senior Engineering Technician | \$210.00/hour |
| Engineering Technician | \$130.00/hour |
| Field Construction Representative II | \$205.00/hour |
| Field Construction Representative I | \$130.00/hour |
| Administrative Assistant | \$ 95.00/hour |

ATTACHMENT B

GENERAL PROVISIONS

TERMINATION

Either Party may terminate this Agreement upon giving written notice to the other Party at least thirty (30) days prior to the date of termination. In the event of termination, the ENGINEER shall deliver to the CLIENT one (1) reproducible copy of all finished documents, data, studies, surveys, drawings, maps, CADD files, models, reports, etc. prepared by the ENGINEER and paid by the CLIENT under this Agreement. Additional copies of these materials shall be made available to CLIENT upon CLIENT compensating ENGINEER for time and expenses required to produce same. The ENGINEER shall be entitled to receive just and equitable compensation for any work performed in accordance with the provisions of this Agreement prior to termination notice. If the ENGINEER has completed the specified Tasks and phases prior to termination, ENGINEER will be entitled to the fees stipulated under this Agreement for such work completed. If termination should occur prior to the completion of a Task or phase, the ENGINEER shall be reimbursed for his work under that particular Task and phase based on the hours completed for that particular Task and phase.

OWNERSHIP OF DOCUMENTS

The CLIENT acknowledges the ENGINEER's Report and permit application, including electronic files, as the work papers of the ENGINEER are the ENGINEER's instruments of professional service. Nevertheless, upon completion of the services and payment in full of all monies due to the ENGINEER, the CLIENT shall receive ownership of the Report and permit application prepared under this Agreement. The CLIENT agrees, to the fullest extent permitted by law, to defend, indemnify and hold harmless the ENGINEER, its officers, directors, employees and subconsultants (collectively, ENGINEER) against any damages, liabilities or costs, including reasonable attorneys' fees and defense costs, arising from or allegedly arising from or in any way related to or connected with the unauthorized reuse or modification of the Report and/or permit application by the CLIENT or any person or entity that acquires or obtains the Report and/or permit application from or through the CLIENT without the written authorization of the ENGINEER.

CONFIDENTIALITY

All information and all materials, records, data, drawings, specifications, engineering and other documents and all other products of the services provided under this Agreement produced by, or coming into the possession of ENGINEER (including its subcontractors) in connection with the performance of the services shall be maintained in absolute confidence, and ENGINEER shall not at any time, except at the direction of CLIENT or its legal counsel, disseminate, transmit, publicize, or divulge to anyone any portion of such information, except as necessary to carry out the services pursuant to this Agreement.

MISCELLANEOUS

CONTROLLING LAW - This Agreement is to be governed by the laws of Hays County, Texas, and venue for any suit in conjunction with this Agreement shall be in the District Courts of Hays County, Texas.

LIMITATION OF LIABILITY - To the fullest extent permitted by law, the total liability, in the aggregate, of ENGINEER and ENGINEER's officers, directors, employees, agents and independent professional associates and consultants, and any of them, to CLIENT and anyone claiming by, through and under CLIENT, for any and all injuries, claims, losses, expenses or damages whatsoever arising out of or in any way related to ENGINEER's services, the PROJECT or this Agreement from any cause or causes whatsoever, including but not limited to the negligence, errors, omissions, strict liability or breach of contract of ENGINEER or ENGINEER's officers, directors, employees, agents and independent professional associates and consultants, and any of them, shall not exceed the total compensation received by ENGINEER under this Agreement, or the total amount of \$250,000.00, whichever is greater.

OPINIONS OF COST - Since ENGINEER has no control over the cost of labor, materials, equipment or services furnished by others, or over the Contractor's methods of determining prices, or over competitive bidding or market conditions, ENGINEER's opinions of probable total PROJECT costs and construction costs provided herein are to be made on the basis of ENGINEER's experience and qualifications and represent ENGINEER's best judgment as an experienced and qualified professional engineer, familiar with the construction industry; but ENGINEER cannot and does not guarantee that proposals, bids or actual total PROJECT or construction costs will not vary from opinions of probable cost prepared by ENGINEER. If prior to the bidding or negotiating phase CLIENT wishes greater assurance as to total PROJECT or construction costs, CLIENT shall employ an independent cost estimator to modify the contract documents to bring the construction cost within any limitation established by CLIENT and will be considered Additional Services and paid for as such by CLIENT.

SUCCESSORS AND ASSIGNS - CLIENT and ENGINEER each binds himself and his partners, successors, executors, administrators, assigns and legal representatives to the other Party to this Agreement and to the partners, successors, executors, administrators, assigns and legal representatives of such other Party, in respect to all covenants, agreements and obligations of this Agreement.

- a. Neither CLIENT nor ENGINEER shall assign, sublet or transfer any rights under or interest in (including, but without limitation, monies that may become due or monies that are due) this Agreement without the written consent of the other, except as stated above and except prior to the extent that the effect of the limitation may be restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement. Nothing contained in the paragraph shall prevent the ENGINEER from employing such independent consultants, associates and subcontractors as he may deem appropriate to assist him in the performance of services hereunder.
- b. Nothing herein shall be construed to give any rights or benefits hereunder to anyone other than CLIENT and ENGINEER.

ATTORNEY'S FEES - If any action be brought to either Party against the other, the prevailing Party shall be entitled to recover reasonable attorney fees.

DISPUTE RESOLUTION - Any claims or disputes between the CLIENT and ENGINEER, made during or after providing engineering services, shall be first submitted to non-binding mediation, thereby providing for mediation as the primary method for dispute resolution between the CLIENT and ENGINEER.