

**TASK AUTHORIZATION NO. 1
TPDES MAJOR PERMIT AMENDMENT WQ0014488003**

This **Task Authorization No. 1** (the “**Task Authorization**”) is issued under that certain Engineering Services Agreement effective August 18, 2026 (the “**Master Agreement**”), by and between the **City of Dripping Springs**, a Texas general law municipality (the “**City**”), and **Burgess & Niple, Inc.**, (the “**Consultant**”).

The Master Agreement is incorporated into and made part of this Task Authorization. Capitalized terms not defined in this Task Authorization have the meanings assigned in the Master Agreement.

1. Project

The Project is the City’s TPDES Major Permit Amendment for its South Regional Wastewater System / Water Reclamation Facility, TCEQ TPDES Permit No. **WQ0014488003**, including the proposed increase in permitted wastewater-treatment capacity and associated permit-amendment work authorized by this Task Authorization.

2. Authorization to Proceed

Subject to the terms of the Master Agreement and this Task Authorization, the City authorizes Consultant to perform only the Services expressly identified in this Task Authorization. Consultant shall not begin additional services, incur additional costs, or invoice the City beyond this authorization unless the City approves a written amendment or additional task authorization.

3. Order of Precedence

The Master Agreement controls this Task Authorization. If a conflict, inconsistency, ambiguity, or additional term exists among the Master Agreement, this Task Authorization, Exhibit A, or any Consultant transmittal, invoice, assumption, qualification, standard term, or other document, the Master Agreement controls, followed by this Task Authorization, and then Exhibit A solely to the extent expressly incorporated below.

4. Scope of Services and Deliverables

Exhibit A, entitled Consultant’s Proposal dated August 27, 2026, for City of Dripping Springs Engineering Services Agreement—South Regional Wastewater System, TCEQ Major Permit Amendment No. 1, is attached solely as a description of the approved project scope, technical assumptions, staffing, schedule, rates, and budget. The Services authorized by this Task Authorization consist of:

1. project management, planning, coordination, data collection, quality assurance/quality control, project schedule updates, status reports, and monthly invoices;
2. preparation of the TCEQ administrative and technical major-amendment application for Permit No. WQ0014488003;

3. preparation of the supporting engineering report, including preliminary water-reclamation-facility sizing calculations, growth projections, mapping, and other application-support materials within Consultant's assigned scope;
4. coordination with the City and City-retained or separately authorized consultants, including use of supporting information supplied by such consultants; and
5. the deliverables and milestones listed in Exhibit A, but only to the extent consistent with the authorized scope and compensation stated in this Task Authorization.

5. Included Services; Excluded Services

The authorized Services include Consultant's work through submission of the completed amendment application to TCEQ and work reasonably necessary to respond to TCEQ administrative-review comments and obtain a determination that the application is administratively complete. Technical-review responses, draft-permit review and comments, public-notice or publication support, contested-case, protest, SOAH, litigation, expert-witness, variance, deficiency, stream-modeling, Edwards Aquifer/Contributing Zone permitting, and other services described in Exhibit A as additional, excluded, contingent, or performed by others are **not** authorized under this Task Authorization unless the City approves them in a written amendment or additional task authorization.

6. Schedule and Milestones

Consultant shall promptly prepare and maintain a project schedule consistent with the milestones in Exhibit A and the City's direction. Consultant shall promptly notify the City in writing of any material schedule risk, missing information, agency comments, regulatory issues, or actions required from the City. The parties acknowledge that agency review periods and work assigned to others may affect the Project schedule; however, no schedule adjustment increases compensation or authorizes additional Services without prior written City approval.

7. Key Personnel; Subconsultants

Consultant's Project Manager is **Robert P. Callegari, P.E.** Consultant shall not materially change key personnel or use a subconsultant for this Project without the City's prior written approval as required by the Master Agreement. No subconsultant costs are authorized by this Task Authorization unless specifically approved in a written amendment or additional task authorization.

8. Compensation

Consultant shall be compensated on an hourly basis using the billing rates set forth in Exhibit A, subject to the Master Agreement's compensation, invoice, payment, and audit provisions. The aggregate compensation for all authorized Services under this Task Authorization, including authorized reimbursable expenses, shall not exceed **Two Hundred Thousand and No/100 Dollars (\$200,000.00)** without a written amendment or additional task authorization approved by the City.

9. Reimbursable Expenses

Reimbursable expenses, including permit fees, agency fees, public-notice or publication costs, mileage, travel, delivery, outside-vendor costs, or subconsultant costs, are authorized under this Task Authorization. Any reimbursable expense must comply with the Master Agreement and be actual, reasonable, necessary, and documented. Such costs incurred by Consultant will be considered Additional Services and will be actual cost plus 10% and are not included in the Project Budget.

10. Invoices

Consultant shall submit invoices in the form and with the detail required by the Master Agreement. Each invoice must identify this Task Authorization, describe Services performed during the invoice period, identify personnel, hours, rates, deliverables completed, approved budget, prior billings, current charges, and remaining balance, and include supporting documentation for any approved reimbursable expense. The City may reject or dispute invoices as provided in the Master Agreement.

11. City Representative

The City's representative for day-to-day administration of this Task Authorization is the City Administrator or the City's designee in writing. Only a City representative authorized under the Master Agreement, City policy, or applicable law may approve changes to scope, schedule, compensation, reimbursables, subconsultants, or other material terms.

12. Funding and Special Conditions

This Task Authorization is subject to the City's budgeting, appropriation, and funding requirements under the Master Agreement. Consultant shall comply with all applicable TCEQ, TWDB, and other funding-source requirements to the extent applicable to the authorized Services.

13. Exhibit A

Exhibit A is incorporated only for the limited purpose stated in Section 4.

14. No Amendment of Master Agreement

This Task Authorization authorizes a discrete Project and does not amend, supersede, waive, or otherwise modify the Master Agreement except as expressly stated in a written amendment approved in the manner required by the Master Agreement and applicable law.

IN WITNESS WHEREOF, the parties have executed this Task Authorization through their authorized representatives.

CITY OF DRIPPING SPRINGS

BURGESS & NIPLE, INC.

**EXHIBIT A
CONSULTANT'S PROPOSAL/SCOPE, SCHEDULE, RATES, AND BUDGET**

September 1, 2026

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

Re: City of Dripping Springs
Engineering Services Agreement
South Regional Wastewater System
TCEQ Major Permit Amendment No. 1
Permit Number WQ0144880003

Dear Mayor Foulds:

Burgess & Niple (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 (WQ0014488003) for submittal to the TCEQ (PROJECT). The amendment application will increase wastewater treatment capacity at the existing new to be constructed Water Reclamation Facility (WRF). 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.

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 TCEQ TPDES Permit Number WQ0014488003 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), etc.
- C. A new discharge location into Onion Creek may be evaluated.
- D. The ENGINEER will at all times have access to the Work wherever it is in

City of Dripping Springs
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Burgess & Niple, Inc.

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. However 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. 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.
- H. It is assumed that the existing WRF permitted effluent parameters will remain at 5 mg/L BOD₅, 5 mg/L TSS, 1.7 mg/L NH₃, 0.15 mg/L TP, and 6 mg/L TN.
- I. The major amendment will increase the WRF treatment from 822,500,000 GPD to approximately 3,000,000 GPD in multiple phases, final capacity and the capacity of each phase to be determined during permit application preparation.
- J. It is assumed that some provisions of previous settlement agreements for the original existing permit may apply to the permit amendment.
- K. ENGINEER will work closely with CLIENT's other consultants engaged to assist in developing and processing this Permit Amendment.
- L. Stream modeling will be performed by other consultant(s) and are not included in this Scope of Work or Project Budget.

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

Activity 1 – Management and Planning

Project management consists of general project administration, supervision, and management. It also includes the quality assurance/control of all engineering and fieldwork, data management and security, data collection activities, engineering analysis, and deliverable preparation. B&N will prepare and submit for approval, monthly invoices and will be responsible for providing management, supervision, and coordination of all engineering and field tasks, and project deliverables.

ENGINEER will provide project schedules, updates, status reports, and invoices as requested by CLIENT. Attendance at other public or private meetings involving Project engineering matters, as requested by CLIENT. In addition to these outlined tasks, the ENGINEER will also respond to special requests made by CLIENT throughout the project.

Activity 2 – TCEQ Permit Application

ENGINEER will complete the TCEQ Administrative and Technical Major Amendment Application and develop an Engineering Report to support increased permit capacity and permit phasing. The report will include preliminary WRF sizing calculations, growth projections, maps, other items required for application preparation, and other supporting information to be provided by CLIENT's other consultants.

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 during technical review after it is administratively complete will be considered Additional Services.

SCHEDULE

B&N 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 Contract in a manner consistent with the CLIENT's proposed Project schedule. The CLIENT understands, however, that the performance must be governed by sound professional practices. The estimated duration of this Contract is 12 months to get an acceptable draft permit from the TCEQ, assuming that the application is not contested. Below is the estimated schedule. However the schedule is also dictated by CLIENT's other consultants and TCEQ application review times. ENGINEER will start work on the Project immediately after execution of this Task Order.

Days	Milestone	Key Deliverable
5	Project Kickoff	Scope, service areas, schedule, data requests
45	Field Investigations	Site Surveys and Evaluations
60	Stream Modeling (By Others)	Draft/Preliminary Modeling Results
30	Discuss Modeling Results and Options	Internal Comments
30	Additional Stream Modeling (By Others)	Final Stream Modeling Report with Recommendations
45	Complete Amendment Application	Completed Amendment Application
5	Submit Application to TCEQ	Copy of Application Received
30	TCEQ Administrative Review	TCEQ Comment and Response Letters
30	TCEQ Technical Review	TCEQ Comment and Response Letters
15	Draft Permit by TCEQ	Draft Permit
15	Review Draft Permit	Internal Comments
15	Comment on Draft Permit	Comment Letter to TCEQ
5	Accept Draft Permit	Letter to TCEQ
45	Publish NAPD Notice	Proof of Publication
TBD	Continue to process Application through Protests and SOAH Hearing	Miscellaneous Documents as request by TCEQ and Open records Request

COMPENSATION FOR SERVICES

ENGINEER will perform the work on a reimbursable time and expenses basis at the hourly rates included in 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

Activity 1 Amount of This Contract	\$ 25,000
Activity 2 Amount of This Contract	<u>\$ 175,000</u>
Total Amount of This Contract	\$ 200,000

PROPOSAL VALIDITY

This proposal is valid provided we receive your authorization to proceed with 60 days from the date of this proposal.

ATTACHMENT A

2026 BILLING RATES FOR PROFESSIONAL SERVICES

Principal	\$310.00/hour
Project Engineer III (More than 15 years of experience)	\$285.00/hour
Project Engineer II (10-15 years of experience)	\$245.00/hour
Project Engineer I (4-10 years of experience)	\$215.00/hour
Assistant Engineer II (2-4 years of experience)	\$195.00/hour
Assistant Engineer I (Less than 2 years of experience)	\$175.00/hour
Senior Engineering Technician	\$200.00/hour
Engineering Technician/Planner I	\$145.00/hour
Field Construction Representative II	\$200.00/hour
Field Construction Representative I	\$145.00/hour
Administrative Assistant	\$110.00/hour

B&N/personnel vehicle mileage	IRS Rate
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Other Direct Costs and Subconsultants will include a 10% markup