



August 26, 2022

City of Stephenville
Attn: Jason King
City Manager
298 W Washington St
Stephenville, Texas 76401

Subject: Scope of Service to Provide Professional Services for Environmental Service Program Assistance

Dear Mr. King,

This letter of agreement confirms Hardin & Associates Consulting (HAC) will provide professional environmental services assistance for the City of Stephenville Public Works / Environmental Services programs.

SCOPE OF WORK

The scope of services to be performed by HAC under this letter agreement is described in Exhibit A.

Total project costs for this scope of service will not exceed **\$50,000.00** without prior written approval from the City of Stephenville. These costs include labor, travel, and other direct costs associated with this assignment. A description of each task, along with a rate table is provided for your review (see Exhibit A & B). All work will be performed in accordance with HAC's attached (see Exhibit C) Standard Terms and Conditions.

To accept this proposal, please sign and date two copies and return one copy to HAC within 10 days. The work defined herein shall begin after HAC receives the signed copy of this letter agreement.

Please review the enclosed scope and fee, and feel free to contact me with any questions or comments at 972-823-8800 or via email at hbayo@hactexas.com.

We look forward to the opportunity to perform the work for you.

Sincerely yours,

Hardin & Associates

HADDI BAYO, P.E.
Engineering Manager

The undersigned agrees to the Terms and Conditions of this Letter Agreement attached hereto.

City of Stephenville

Signature _____

Printed Name _____

Title _____

Date _____

Attachments

EXHIBIT A

SCOPE OF WORK

The purpose of this scope of services is for the City of Stephenville to allow Hardin & Associates Consulting (HAC) to provide third party professional environmental services by assisting the client with the non-compliant backflow devices survey program.

THE OBJECTIVES TO BE ACHIEVED WITH THIS PROPOSAL

Support Service for Backflow Devices Program Management:

Assist in managing the City's Cross-Connection Control Backflow Device Program to ensure and safeguard the water distribution system and protect the health of the city's customers by maintaining a high level of backflow prevention and cross-connection control.

HAC will:

- a) Review current non-compliant backflow assemblies and import the data to HAC Backflow Compliance Verification Survey software.
- b) HAC's Backflow Compliance Verification Survey software program will be used to record and verify the following in regard to the City's Non-compliant Backflow Devices
 - a. Business Name
 - b. Mailing address
 - c. Contact person name, email & phone number
 - d. Most current Backflow Assembly information
- c) HAC inspector will do an on-site visit to the property using HAC's software to verify and record the relevant information listed above.
- d) HAC inspector will also advise customer of City enforcement actions that may occur.
- e) Updated information will be submitted to the City of Stephenville's backflow management software to correct the data.
- f) Reason for noncompliance will also be tracked reporting purposes.
- g) Provide any training on HAC Backflow Compliance Verification Survey software needed for current or future staff.

TASKS NECESSARY TO ACHIEVE AGREEMENT

The major tasks that will be performed by HAC include the following:

Task 1 – Project Management

HAC will provide project management duties and functions associated with this project.

- 1.1 Lead the project efforts;
- 1.2 Monitor administrative support services; and
- 1.3 Communicate and provide response for review to city staff to address survey issues as needed.

Task 2 – Administrative

Hardin & Associates Consulting will provide administrative duties and functions associated with this project.

- 2.1 Coordinate with City staff and provide completed Backflow Compliance Survey report findings
- 2.2 Mail correspondence letters on City of Stephenville letterhead, with appropriate backflow assembly information and applicable postage, to customers not in compliance with the required programs
- 2.3 Updated information will be submitted to the City of Stephenville’s backflow management software to correct the data
- 2.4 Provide monthly status reports on the status of compliance surveys.

Task 3 – Provide a Compliance Survey form for the Non-Compliant backflow devices.

HAC inspector will conduct necessary functions to

- 3.1 HAC inspector will do an on-site visit to the property using HAC’s software to verify and record the relevant information listed above.
- 3.2 HAC inspector will also advise customer of City enforcement actions that may occur.

Task 4 – Training on Survey Software

After all the Compliance Surveys have been completed and Backflow records updated, HAC will provide training for City Staff on the future use of the verification Survey, if needed.

**EXHIBIT B
RATE SCHEDULE
ENVIRONMENTAL SERVICE PROGRAM ASSISTANCE**

HARDIN & ASSOCIATES CONSULTING

COMPENSATION

| Project Team Member | Labor Rate* |
|----------------------------|---------------------|
| Project Manager | \$150.00/hour |
| Water Quality Specialist | \$125.00/inspection |
| Administrative | \$50.00/hour |

*These costs include all labor, per diem, materials and other costs associated with this assignment. Reimbursable expenses include mailing services incurred when transmitting correspondence on behalf of client.

EXHIBIT C

HARDIN & ASSOCIATES CONSULTING STANDARD TERMS AND CONDITIONS

I. SCOPE

Hardin & Associates Consulting (HAC) agrees to perform the services described in the scope of work attached hereto which incorporates these terms and conditions. Unless modified in writing by the parties hereto, the duties of HAC shall not be construed to exceed those services specifically set forth in the proposal. These terms and conditions and the proposal, when executed by Client, shall constitute a binding agreement on both parties (hereinafter the "Agreement").

II. COMPENSATION

Client agrees to pay for the services Article I in accordance with the compensation provisions in the proposal. Payment to HAC will be made within 30 days after the date of billing. Interest on the unpaid balance will accrue beginning on the 31st day at the maximum interest rate permitted by law.

Time-related charges will be made in accordance with the billing rate referenced in the proposal or Agreement. Direct expenses and HAC Contractor services shall be billed in accordance with the proposal or compensation exhibit attached to this Agreement. Otherwise, HAC's standard billing rates shall apply. In the event any uncontested portions of any invoice are not paid within 30 days of the date of Consultant's invoice, Consultant shall have the right to suspend work per Article XIV, Suspension of Work.

III. RESPONSIBILITY

STANDARD OF CARE. HAC is employed to render a professional service only, and any payments made by Client are compensation solely for such services rendered and recommendations made in carrying out the Work. HAC does not expressly or impliedly warrant or guarantee its services.

RELIANCE UPON INFORMATION PROVIDED BY OTHERS. If HAC's performance of services hereunder requires HAC to rely on information provided by other parties (excepting HAC's Contractors), HAC shall not independently verify the validity, completeness or accuracy of such information unless otherwise expressly engaged to do so in writing by Client.

IV. INDEMNIFICATION

HAC agrees to indemnify and hold Client harmless from and against any liability to the extent arising out of the negligent acts, errors or omissions of HAC, its agents, employees, or representatives, in the

performance of duties under the Agreement. Regardless of any other term of this Agreement, in no event shall HAC be responsible or liable to Client for any incidental, consequential, or other indirect damages.

V. INSURANCE

HAC shall maintain during the life of the Agreement the following minimum insurance:

1. **Automobile bodily injury and property damage liability** insurance covering owned, non-owned, rented, and hired cars. The combined single limit for bodily injury and property damage shall be not less than \$1,000,000.
2. **Professional liability** insurance with limits of not less than \$1,000,000.

Client shall be named as additional insured on policies 1 and 2 above. Upon request, a certificate of insurance will be provided to Client with a 30-day written notice in the event the above policies are cancelled.

VI. SUBCONTRACTS

HAC shall be entitled, to the extent determined to be appropriate by HAC, to Subcontract any portion of the Work to be performed under this Agreement.

VII. ASSIGNMENT

If the authorized scope of work includes construction activities or the oversight of construction, HAC may, at its discretion and upon notice to Client, assign all of its contractual rights and obligations with respect to such activities or services to a registered engineering affiliate.

If the authorized scope of work requires professional services to be performed in a jurisdiction in which HAC renders professional services solely through a locally registered engineering affiliate for purposes of compliance with professional licensing requirements in that jurisdiction, HAC may, in its discretion, upon notice to Client, assign its contractual rights and obligations with respect to such services to such locally registered engineering affiliate.

VIII. INTEGRATION

These terms and conditions and the proposal to which they are attached represent the entire understanding of Client and HAC as to those matters contained herein. No prior oral or written

Hardin & Associates Consulting/Client Standard Terms and Conditions (cont.)

understanding shall be of any force or effect with respect to those matters covered herein. The Agreement may not be modified or altered except in writing signed by both parties, provided further that any terms and conditions in any client authorization or purchase order issued in connection or under the Agreement which are inconsistent with the Agreement are hereby superseded and shall be of no force and effect.

IX. CHOICE OF LAW/JURISDICTION

This Agreement shall be administered and interpreted under the laws of the state in which the HAC office responsible for the project is located. Jurisdiction of litigation arising from the Agreement shall be in that state.

X. SEVERABILITY

If any part of the Agreement is found unenforceable under applicable laws, such part shall be inoperative, null and void insofar as it is in conflict with said laws, but the remainder of the Agreement shall be in full force and effect.

XI. FORCE MAJEURE

HAC shall not be responsible for delays in performing the scope of services that may result from causes beyond the reasonable control or contemplation of HAC. HAC will take reasonable steps to mitigate the impact of any force majeure.

XII. NO BENEFIT FOR THIRD PARTIES

The services to be performed by HAC hereunder are intended solely for the benefit of Client, and no right nor benefit is conferred on, nor any contractual relationship intended or established with any person or entity not a party to this Agreement. No such person or entity shall be entitled to rely on HAC's performance of its services hereunder.

XIII. WORK PRODUCT

HAC and Client recognize that HAC's work product submitted in performance of this Agreement is intended only for the Client's benefit and use. Change, alteration, or reuse on another project by Client shall be at Client's sole risk, and Client shall hold harmless and indemnify HAC against all losses, damages, costs and expense, including attorneys' fees, arising out of or related to any such unauthorized change, alteration or reuse. All TCEQ Customer Service Inspections (CSI's) will be conducted by licensed inspectors and copies of current inspector licenses will be provided upon request by client.

XIV. SUSPENSION OF WORK

Work under this Agreement may be suspended as follows:

1. **By Client.** By written notice to HAC, Client may suspend all or a portion of the Work under this Agreement if unforeseen circumstances beyond Client's control make normal progress of the Work impracticable. HAC shall be compensated for its reasonable expenses resulting from such suspension including mobilization and demobilization. If suspension is greater than 30 days, then HAC shall have the right to terminate this Agreement in accordance with Article XV, Termination of Work.
2. **By HAC.** By written notice to Client, HAC may suspend the Work if HAC reasonably determines that working conditions at the Site (outside HAC's control) are unsafe, or in violation of applicable laws, or in the event Client has not made timely payment in accordance with Article II, Compensation, or for other circumstances not caused by HAC that are interfering with the normal progress of the Work. HAC's suspension of Work hereunder shall be without prejudice to any other remedy of HAC at law or equity.

XV. TERMINATION OF WORK

This Agreement may be terminated as follows:

1. **By Client** (a) for its convenience on 30 days' notice to HAC, or (b) for cause, if HAC materially breaches this Agreement through no fault of Client and HAC neither cures such material breach nor makes reasonable progress toward cure within 15 days after Client has given written notice of the alleged breach to HAC.
2. **By HAC** (a) for cause, if Client materially breaches this Agreement through no fault of HAC and Client neither cures such material breach nor makes reasonable progress toward cure within 15 days after HAC has given written notice of the alleged breach to Client, or (b) upon five days' notice if Work under this Agreement has been suspended by either Client or HAC in the aggregate for more than 30 days.
3. **Payment upon Termination.** In the event of termination, HAC shall perform such additional work as is reasonably necessary for the orderly closing of the Work. HAC shall be compensated for all work performed prior to the effective date of termination, plus work required for the orderly closing of the Work.

XVI. NOTICES

All notices required under this Agreement shall be by personal delivery, facsimile or mail to the HAC Project Manager and to the person signing the proposal on behalf of the Client, and shall be effective upon delivery to the addressed stated in the proposal.