



30 August 2021

The City of Stephenville
Jason King, Assistant City Manager
298 W Washington St
Stephenville, TX 76401

Subject: Proposed Scope of Service to Provide Professional Services for TCEQ Compliance and Backflow Prevention / Cross-Connection Control Program

Dear Mr. King:

This letter of agreement confirms Hardin & Associates Consulting's (HAC) intent to assist The City of Stephenville with TCEQ compliance consulting and inspection. As part of this contract, HAC will also assist the City with their existing Backflow / Cross-Connection Control Program. Our project team is comprised of individuals with over 125 years of combined experience in the civil engineering, environmental consulting, plumbing, water, and wastewater industry. HAC has assisted many cities across Texas with the development of federal and state legislative compliance programs including Backflow Prevention / Cross-Connection Control Programs.

As part of the project, HAC will provide third party Water Use Survey and Customer Service Inspections to ensure regulatory compliance is being achieved as required by **TCEQ Texas Administrative Code, Title 30, and Chapter 290**. The Inspection will include verification of existing backflow prevention devices, identification of potential cross-connection hazards and any corrective actions necessary for compliance.

In addition to Inspections, HAC will also review The City's Cross-Connection Code of Ordinance to ensure TCEQ compliance.

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

Total project costs for this scope of service will not exceed \$50,000 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 labor hours and inspection rates, is provided for your review (see Exhibits B & C).

All work will be performed in accordance with HAC's attached **Standard Terms and Conditions** (see Exhibit D). 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.

We look forward to the opportunity to work with you.

Sincerely,

A handwritten signature in blue ink that reads 'Haddi Bayo'.

Haddi Bayo, P.E.
Engineering Manager

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

The City of Stephenville

Printed Name: Jason King

Title: Assistant City Manager

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 providing consulting, inspections, and training services to ensure TCEQ compliance. As part of this contract, HAC will provide functions necessary to establish a comprehensive Backflow Prevention / Cross-Connection Control Program to ensure TCEQ compliance. The functions include providing third party inspection services for Water Use Survey Inspections; assisting in the review of the existing Backflow Prevention Cross-Connection Code of Ordinance to ensure TCEQ compliance; TCEQ required training of the City personnel; preparing of SOPs for the program; and providing communications and public relations support if a backflow event occurs.

BACKGROUND

Texas has promulgated regulations that mandate that all public water suppliers have a program to require backflow prevention devices be installed to protect against contamination of public water supplies. Effective January 1, 1996, the Texas Commission on Environmental Quality (TCEQ) required that all public water systems comply with Texas Administrative Code, Title 30, Chapter 290, which states as follows:

§290.44 Water Distribution. (h). (1). *No water connection from any public drinking water supply system shall be made to any establishment where an actual or potential contamination or system hazard exists without an air gap separation between the drinking water supply and the source of potential contamination. Under these conditions, additional protection shall be required at the meter in the form of a backflow prevention device ... on those establishments handling substances deleterious or hazardous to the public health. The water purveyor need not require backflow protection at the water service entrance if an adequate cross-connection control program is in effect that includes an **annual inspection and testing** by a certified backflow prevention device tester. **It will be the responsibility of the water purveyor to ensure that these requirements are met.** (Emphasis added)*

The TCEQ began full enforcement of these regulations and evaluates public water systems for compliance through its annual public water system inspection program. All systems found **without a program or with an inadequate program** may risk potential enforcement action in the form of fines each day from the TCEQ until an approved program is in place.

THE OBJECTIVES TO BE ACHIEVED WITH THIS PROPOSAL

1. Provide TCEQ Compliance Inspections;
2. Identify additional backflow/cross-connection devices for annual inspection and testing;
3. Classify additional customers into potential health risk groups;
4. Assist City staff with developing inspection notification correspondence for communicating the program inspection requirements to customers;
5. Development of templates for customer notification letters for use in this project;
6. Identify the level of potential revenues associated with the program; and

7. Development of a Cross-Connection Backflow Prevention ordinance for adoption by City Council.

TASKS NECESSARY TO ACHIEVE AGREEMENT

PROGRAM DEVELOPMENT

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

Task 1 – Project Management

HAC Project Manager will be responsible for the following:

- 1.1 Lead the project efforts;
- 1.2 Review and monitor inspections results;
- 1.3 Schedule and organize meetings and assignments;
- 1.4 Serve as the key contact between the City and HAC; and
- 1.5 Ensure that the project is completed in accordance with the Scope of Work and schedule.

Task 2 – Administrative

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

Task 3 – Identification of Backflow/Cross-Connection Devices

HAC will assist City staff with identifying and developing an approach designed to help identify the types and number of possible water utility connections that could require annual inspection and testing. This will require a listing (provided by the City) of water and sewer customer accounts that have or potentially will need backflow prevention devices and a copy of the current backflow tracking database. All appropriate accounts will be reviewed by HAC to determine the type of account and possible risk associated with potential cross-connection.

- 3.1 Identify and review the existing number of backflow prevention assemblies currently listed for inspection by City staff; and
- 3.2 Develop a list, with the assistance of staff, identifying additional water service connections and or facilities that may require backflow prevention assemblies.

Task 4 – Development of Workflows and Standard Operating Procedures (SOPs)

HAC will provide assistance in the development of SOPs and workflows to streamline and ensure continuity of the CCC program. This task will involve interviews of City staff by HAC personnel to ensure that the SOPs and workflows are customized to the City's needs and program.

4.1 Assist City staff with developing public notification correspondence for communicating the program inspection requirements to customers.

Task 5 – Review and update existing Connection Backflow Prevention Ordinance for continued TCEQ Compliance

The Compliance Review is critical to ensure that the City’s Backflow Prevention and Cross-Connection Control Internal Administrative Policies and Procedures are followed by the City’s staff or its contractors to avoid enforcement action from TCEQ. A draft ordinance will be developed with the assistance of the City staff to incorporate newly proposed sections designed to enhance the existing ordinance. HAC will include the following in the draft ordinance:

- 5.1 Relevant TCEQ and TSBPE rules and regulations necessary for compliance;
- 5.2 Review current plumbing code for cross-connection requirements;
- 5.3 Development of a fees section designed to capture program costs;
- 5.4 New enforcement and penalties section for noncompliance;
- 5.5 Annual testing requirements for required backflow prevention assemblies; and
- 5.6 Registration process for privatized testing of backflow prevention assemblies.

Task 6 – TCEQ-Approved Training

HAC will provide training for the City staff to ensure the staff has the training to perform required duties which are compliant with the TCEQ mandates for certain license holders.

INSPECTION SERVICES

Task 7 – Conduct TCEQ Compliance Inspections/Customer Service Inspections to Ensure Customer Compliance

HAC will conduct TCEQ CSI and 4C’s Inspections as required by the Client. Compliance inspections will include Water Use Surveys on existing facilities for the purpose of validating newly discovered backflow prevention devices.

Task 8 – Administrative

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

- HAC will provide City staff with templates for customer follow up letters;
- HAC will mail out up to two notification and non-compliance letters to property owners as needed, and;
- HAC will provide the TCEQ CSI and the 4C Water Use Survey Inspection Reports to City staff for record keeping requirements.

EXHIBIT B

PAYMENT OF FEES

The City of Stephenville shall pay Hardin and Associates (HAC) for services according to the rate listed in Exhibit C. Each task shall be paid on a Not-to-Exceed basis as follows:

PROGRAM DEVELOPMENT

Task 1 – Project Management	\$3,000
Task 2 – Administrative	\$500
Task 3 – Identification of Backflow/Cross-Connection Devices	\$3,750
Task 4 – Development of Workflows and Standard Operating Procedures (SOPs)	\$3,700
Task 5 – Develop Cross-Connection Backflow Prevention Ordinance	\$4,500
Task 6 – TCEQ-Approved Training	NA
Section Total	\$15,450

INSPECTION SERVICES

Task 7 – Conduct TCEQ Customer Service Inspections	\$32,550
Task 8 – Administrative	\$2,000
Section Total	\$34,550
Total Contract Amount	\$50,000

EXHIBIT C

RATE SCHEDULE

Role	Labor Rate*
Project Manager	\$150.00 per hour
Professional Engineer	\$175.00 per hour
Senior Water Quality Inspector	\$150.00 per hour
Administrative Assistant	\$50.00 per hour

Inspection Services	Rate*
Commercial	\$150.00 per hour
Residential	\$125.00 per inspection

*These costs include all labor, per diem, materials and other costs associated with this project.

EXHIBIT D

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

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

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 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.

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 de-mobilization. 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.

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

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. Except for termination of HAC by Client for cause, HAC shall also receive a termination fee equal to 15 percent of the total compensation yet to be earned under existing authorizations at the time of termination.

XVI. NOTICES

All notices required under this Agreement shall be by personal delivery, e-mail 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.