

RESOLUTION NO. R-2023-21

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BASTROP, TEXAS APPROVING A PROFESSIONAL ENGINEERING SERVICES CONTRACT WITH FREESE AND NICHOLS, INC. FOR A NOT-TO-EXCEED AMOUNT OF THREE HUNDRED SEVENTY-ONE THOUSAND, ONE HUNDRED EIGHTEEN DOLLARS (\$371,118.00) FOR THE WASTEWATER TREATMENT PLANT #3 PHASE II (EXPANSION); AUTHORIZING THE CITY MANAGER TO EXECUTE ALL NECESSARY DOCUMENTS; PROVIDING FOR A REPALING CLAUSE; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, The City Council has appointed the City Manager as the Chief Administrative Officer of the City; and

WHEREAS, The City Manager is responsible for the proper administration of all affairs of the City; and

WHEREAS, The City of Bastrop is interested in conducting a preliminary engineering study to better define and evaluate anticipated wastewater flow characteristics; various treatment processes; potential reuse opportunities; and the likely near term and potential long term Texas Pollutant Discharge Elimination System (TPDES) permit limits; and

WHEREAS, The City Council has the vision to improve Bastrop's Community Safety by expanding the treatment capacity of Wastewater Treatment Plant No. 3; and

WHEREAS, The City of Bastrop has chosen Freese and Nichols, Inc. (FNI) from a selection of qualified consulting firms identified during the Request for Qualifications process published on July, 2022.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF BASTROP, TEXAS:

Section 1: That the City Manager is hereby authorized to execute the professional engineering services contract with FNI for the WWTP #3 Phase II (expansion) - Preliminary Engineering Study for a not to exceed amount of \$371,118.00.

Section 2: That the City Council of the City of Bastrop has found FNI to be a subject matter expert in the engineering field of Wastewater Treatment Plant evaluations and designs.

Section 3: All orders, ordinances, and resolutions, or parts thereof, which are in conflict or inconsistent with any provision of this Resolution are hereby repealed to the extent of such conflict, and the provisions of this Resolution shall be and remain controlling as to the matters resolved herein.

Section 4: That this Resolution shall take effect immediately upon its passage, and it is so resolved.

DULY RESOLVED AND ADOPTED by the City Council of the City of Bastrop this 14th day of February 2023.

APPROVED



Connie B. Schroeder, Mayor

ATTEST:



Ann Franklin, City Secretary

APPROVED AS TO FORM:



Alan Bojorquez, City Attorney

CITY OF BASTROP
STANDARD CONTRACT FOR GENERAL SERVICES
Over \$50K
(8-16-2021)

This General Services Contract (“Contract”) is entered by and between the **City of Bastrop**, a Texas Home-Rule Municipal Corporation (the “City”), and Freese and Nichols, Inc., (the “Engineer/Contractor”), and together with the City jointly referred to as the “Parties,” for the following work described on the Scope of Services, Exhibit A-2, attached and incorporated herein to this Contract (the “Work” or “Project” or “Wastewater Treatment Plant 3 Expansion Phase 2”).

I. General Information and Terms.

Engineer’s/Contractor’s Name and Address:	Freese and Nichols, Inc. 10431 Morado Circle, Ste. 300 Austin, TX 78759 Attn: Kendall King
General Description of Services:	Preliminary Design for Wastewater Treatment Plant 3 Expansion
Maximum Contract Amount:	\$371,118.00
Effective Date:	On the latest of the dates signed by both parties.
Termination Date:	See II.D.

Contract Parts: This Contract consists of the following parts:

- I. General Information and Terms
- II. Standard Contractual Provisions
- III. Additional Terms or Conditions
- IV. Additional Contract Documents
- V. Signatures

II. Standard Contractual Provisions.

A. Contractor’s Services. The Contractor will provide to the City the professional engineering services (“Services”) described in the Scope of Services, Exhibit A-2 attached and incorporated herein to this Contract under the terms and conditions of this Contract.

B. Billing and Payment. The Contractor will bill the City for the Services provided at intervals of at least 30 days of receipt of Contractor’s invoices, except for the final billing. The City will pay the Contractor within 30 days of receipt of Contractor’s invoices for the Services provided for

in this Contract with current revenues available to the City, but all of the City's payments to the Contractor, including the time of payment and the payment of interest on overdue amounts, are subject to the provisions of Chapter 2251 of the Government Code. The City shall have the right to withhold payment, or any part thereof, of any of invoice presented by Contractor until resolution providing reasonable verification of the correctness thereof is reached. The City shall notify the Contractor, in writing, of the disputed amount within thirty (30) days. The City is not liable to the Contractor for any taxes which the City is not liable by law, including state and local sales and use taxes (Section 151.309 and Title 3, Texas Tax Code) and federal excise tax (Subtitle D of the Internal Revenue Code). Accordingly, those taxes may not be added to any bill.

C. Executed Contract. The "Notice to Proceed" will not be given nor shall any Services commence until this Contract is fully executed and all exhibits and other attachments are completely executed and attached to this Contract.

D. Termination Provisions.

(1) Unless terminated earlier as allowed by this Contract, this Contract terminates:

- (a) On the termination date, if any, specified in the General Information in Part I, but the obligation of a party to complete a contract requirement pending on the date of termination survives termination; or
- (b) If there is no termination date specified in the General Information in Part I, the Contract terminates when both parties have completed all their respective obligations under the Contract.

(2) The City Manager may terminate this Contract during its term at any time for any reason by giving written notice to the Contractor not less than five (5) business days prior to the termination date, but the City will pay the Contractor for all Services rendered in compliance with this Contract up to the date of termination. The City may terminate the Contract anytime if the City does not have available funds pursuant to Texas Government Code Chapter 2251.

(3) If the City Council does not appropriate funds to make any payment for a fiscal year after the City's fiscal year in which the Contract becomes effective and there are no proceeds available for payment from the sale of bonds or other debt instruments, then the Contract automatically terminates at the beginning of the first day of the successive fiscal year. (Section 5, Article XI, Texas Constitution).

E. Delays. Contractor shall have no damages for delay or hindrance. In the event of delay or hindrance not the fault of Contractor, an extension of time shall be the Contractor's sole remedy.

F. Independent Contractor. It is understood and agreed by the Parties that the Contractor is an independent contractor retained for the Services described in the Scope of Services, Exhibit A-2, attached and incorporated herein. The City will not control the manner or the means of the

Contractor's performance but shall be entitled to work product as detailed in the Exhibit A-2. The City will not be responsible for reporting or paying employment taxes or other similar levies that may be required by the United States Internal Revenue Service or other State or Federal agencies. This Contract does not create a joint venture. Services performed by the Contractor under this Contract are solely for the benefit of the City. Nothing contained in this Contract creates any duties on the part of the Contractor toward any person not a party to this Contract. No person or entity not a signatory to this Contract shall be entitled to rely on the Contractor's performance of its Services hereunder, and no right to assert a claim against the Contractor by assignment of indemnity rights or otherwise shall accrue to a third party as a result of this Contract or the performance of the Contractor's Services hereunder.

G. Subcontractor. The term "subcontractor" shall mean and include only those hired by and having a direct contract with Contractor for performance of work on the Project. The City shall have no responsibility to any subcontractor employed by Contractor for performance of work on the Project, and all subcontractors shall look exclusively to the Contractor for any payments due. The Contractor shall be fully responsible to the City for the acts and omissions of its subcontractors. Nothing contained herein shall create any contractual or employment relations between any subcontractor and the City.

H. Assignment. The Contractor may not assign this Contract without the City's prior written consent.

I. Law Governing and Venue. This Contract is governed by the law of the State of Texas and a lawsuit may only be prosecuted on this Contract in a court of competent jurisdiction located in or having jurisdiction in Bastrop County, Texas.

J. Entire Contract. This Contract represents the entire Contract between the City and the Contractor and supersedes all prior negotiations, representations, or contracts, either written or oral. This Contract may be amended only by written instrument signed by both parties.

K. Dispute Resolution Procedures. If either party disputes any matter relating to this Contract, the parties agree to try in good faith, before bringing any legal action, to settle the dispute by submitting the matter to mediation before a third party who will be selected by agreement of the parties. The parties will each pay one-half of the mediator's fees.

L. Attorney's Fees. Should either party to this Contract bring suit against the other party for any matter relating to this Contract, the prevailing Party shall be entitled to have and recover from the losing Party reasonable attorney's fees and all other costs of such action.

M. INDEMNIFICATION. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, THE CONTRACTOR SHALL INDEMNIFY AND HOLD HARMLESS THE CITY, ITS OFFICERS, AGENTS, VOLUNTEERS, AND EMPLOYEES FROM AND AGAINST CLAIMS, LOSSES, DAMAGES, CAUSES OF ACTION, SUITS, AND LIABILITY, INCLUDING REIMBURSEMENT OF REASONABLE ATTORNEY'S FEES AND COST IN PROPORTION OF CONTRACTOR'S LIABILITY, FOR INJURY TO OR DEATH OF ANY PERSON OR FOR

DAMAGE TO ANY PROPERTY TO THE EXTENT CAUSED BY THE NEGLIGENT ACT, ERROR, OR WILLFUL MISCONDUCT OF THE CONTRACTOR, ITS AGENTS, REPRESENTATIVES, EMPLOYEES, OR ANYONE WHOM THE CONTRACTOR IS LEGALLY LIABLE FOR UNDER THIS CONTRACT.

NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY, UNDER NO CIRCUMSTANCES WHETHER UNDER BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, OR ANY OTHER THEORY OF LIABILITY, SHALL EITHER PARTY BE LIABLE TO THE OTHER FOR ANY CONSEQUENTIAL, SPECIAL, INDIRECT, INCIDENTAL, EXEMPLARY, ENHANCED, TREBLE (OR STATUTORY EQUIVALENT), OR PUNITIVE DAMAGES, INCLUDING WITHOUT LIMITATION, LOSS OF PROFITS, LOSS OF BUSINESS OPPORTUNITY OR LOSS OF PROSPECTIVE REVENUE, ARISING OUT OF THIS AGREEMENT OR ANY WORK OR SERVICES PERFORMED OR TO BE PERFORMED HEREUNDER.

N. RELEASE. THE CONTRACTOR ASSUMES FULL RESPONSIBILITY FOR THE WORK TO BE PERFORMED HEREUNDER AND HEREBY RELEASES, RELINQUISHES, AND DISCHARGES THE CITY, ITS OFFICERS, AGENTS, VOLUNTEERS, AND EMPLOYEES FROM ALL CLAIMS, DEMANDS, AND CAUSES OF ACTION OF EVERY KIND AND CHARACTER, INCLUDING THE COST OF DEFENSE THEREOF, FOR ANY INJURY TO OR DEATH OF ANY PERSON, AND ANY LOSS OF OR DAMAGE TO ANY PROPERTY THAT IS CAUSED BY, OR ALLEGED TO BE CAUSED BY, THE NEGLIGENCE, RECKLESSNESS, OR WILLFUL MISCONDUCT OF CONTRACTOR, ITS AGENTS, REPRESENTATIVES, VOLUNTEERS, EMPLOYEES, OR SUBCONTRACTORS..

O. Severability. If a court finds or rules that any part of this Contract is invalid or unlawful, the remainder of the Contract continues to be binding on the parties.

P. Conflicting Provisions. If there is a conflict between a provision in the Contractor's Additional Contract Documents and a provision in the remainder of this Contract, the latter controls.

Q. Documents and Data, Licensing of Intellectual Property, and Copyright. All Work progress and final documents and data produced by Contractor during the term of the Contract shall be and remain the property of the City. For purposes of this Contract, the term "Documents and Data" include any original work (the Work), reports, analyses, plans, drawings, designs, renderings, specifications, notes, summaries, charts, schedules, spreadsheets, calculations, lists, data compilations, documents, or any other material developed and assembled by or on behalf of the City in the performance of this Contract. It also includes any medium in which the Documents and Data are kept, including digitally, magnetically, or electronically. This Contract creates at no cost to the City, a perpetual license for the City to use any picture, video, music, brochure, writing, trademark, logo, or other work created by the Contractor for the use of the City, as a "work made for hire" as defined by federal copyright law. The City, as the author and owner of the copyright

to the Work, may alter, reproduce, distribute, or make any other use of the Work as it deems appropriate.

R. Standard of Care for Architects and Engineers. Services must be performed with the professional skill and care ordinarily provided by competent licensed engineers or registered architects practicing in the same or similar locality and under the same or similar circumstances and professional license.

S. Disclosure of Interested Persons for Council-Approved Contracts. Contracts that require City Council approval, such as contracts that exceed \$50,000, are subject to the requirements of Section 2252.908, Tex Gov't Code. Under the provisions of this statute:

(1) The City may not enter into a contract with a business entity that requires Council approval unless the business entity submits a disclosure of interested persons at the time the business entity submits a signed contract to the City;

(2) A disclosure of interested parties must be submitted on a form prescribed by the Texas Ethics Commission (Commission), attached and incorporated herein as Exhibit A-1, that includes:

(a) A list of each interested party for the contract of which the contractor business entity is aware, an interested party being a person who has a controlling interest in the business entity or who actively participates in facilitating or negotiating the terms of the contract, including a broker, intermediary, adviser, or attorney for the business entity; and

(b) The signature of the authorized agent of the contracting business entity, acknowledging that the disclosure is made under oath and under penalty of perjury.

T. Compliance with Laws. The Contractor must comply with the federal, state, and local laws, rules and regulations applicable to the Project and its services under this Contract.

U. Prohibition on Contracts with Companies Boycotting Israel. Certain contracts for goods and services are subject to the requirements of Section 2270.002, Tex Gov't Code (H.B. 89, as amended by H.B. 793). Specifically, contracts for good and services that:

(1) are between the City and a company with ten (10) or more full-time employees; and

(2) have a value of \$100,000.00 or more that is to be paid wholly or partly from public funds of the City.

Under the provisions of this statute, if the above conditions apply the City may not enter into a contract with a company for goods and services unless the contract contains a written verification from the company that it:

- (1) does not boycott Israel; and
- (2) will not boycott Israel during the term of the contract.

If this is a contract to which the verification requirement applies, the City has approved a verification form which must be filled out and signed by the Contractor and submitted to the City at the time of execution of this Contract.

III. Additional Terms or Conditions.

Insurance

At all times this Agreement is in effect, Contractor shall maintain insurance of the types and amounts as those required in Exhibit B-1. All of Contractor's insurance policies in any way relating to the Work, whether or not required by this Agreement and regardless of the enforceability or validity of any of the indemnities or other assumptions of liability by Contractor, shall, to the full coverage limits of all such policies without any limitations based on the minimum requirements set forth above: (a) other than the worker's compensation insurance, name City Group as additional insureds on a broad form basis with such additional insured coverage including coverage for the sole or concurrent negligence of the additional insured and not being restricted to (i) "ongoing operations," (ii) coverage for vicarious liability, or (iii) circumstances in which the named insured is partially negligent; (b) provide for waiver of all rights of subrogation against City and the other members of City Group; and (c) be primary and noncontributory as to all other policies (including any deductibles or self-insured retentions) and self-insurance that may provide coverage to any member of City Group, and shall be fully applied and exhausted before application of any applicable indemnity obligations of City or of any applicable insurance coverage provided by City or any other member of City Group.

A. Audit

Contractor shall, and shall ensure that its affiliates, subsidiaries, contractors, subcontractors, consultants, agents, and any other person associated with Contractor including those in Contractor Group, keep full and accurate books and records with respect to all Work performed, and all payments and expenditures in connection with this Agreement. The records to be maintained and retained by Contractor Group shall include, without limitation, (a) payroll records accounting for total time distribution of Contractor's employees working full or part time on the Project, as well as canceled payroll checks or signed receipts for payroll payments in cash; (b) invoices for purchases, receiving and issuing documents, and all other unit inventory records for Contractor's stores, stock, or capital items; (c) paid invoices and canceled checks for materials purchased and for subcontractors' and any other Third Parties' charges, including, but not limited to, Equipment rental; (d) travel and entertainment documentation, including, but not limited to, employee expense

reports and Contractor facility usage reports; and (e) all field tickets or similar documentation evidencing the Work. The City shall have the right at all reasonable times, for a period of five (5) years from the completion of the Work, to audit and inspect such books and records (excluding trade secrets, formulas, confidential data, proprietary information, or processes).

B. Reports of Incidents

Within twenty-four (24) hours upon occurrence, Contractor shall provide in writing to the City notice and details of any accidents or occurrences resulting in injuries to persons, property, or pollution arising in any way arising out of or related to the Work whether done by Contractor or any subcontractor of Contractor or any other member of Contractor Group performing Work pursuant to this Contract. Contractor shall in writing within twenty-four (24) hours of any claim, demand, or suit that may be presented to or served upon it arising out of or as a result of Work.

IV. Additional Contract Documents. The following documents attached to this Contract are part of this Contract:

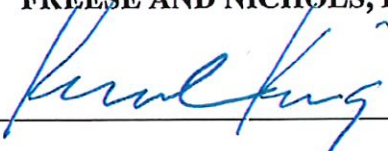
- EXHIBIT A-1: Certificate of Interested Parties (1295 Form)
- EXHIBIT A-2 Scope of Work
- EXHIBIT A-3 House Bill 89 Verification
- EXHIBIT B-1 Requirements for General Services Contract

V. Signatures.

FREESE AND NICHOLS, INC.

CITY OF BASTROP

By: _____



By: _____



Sylvia Carrillo (Feb 24, 2023 10:49 CST)

Printed Name: Kendall King, PE

Printed Name: Sylvia Carrillo

Title: Vice President

Title: City Manager

Date: January 30, 2023

Date: Feb 24, 2023

EXHIBIT A-1

Certificate of Interested Persons with Certification of Filing
(Form 1295)

(See Attached)

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY CERTIFICATION OF FILING

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

Freese and Nichols, Inc.
Houston, TX United States

Certificate Number:
2023-977815

Date Filed:
01/31/2023

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

City of Bastrop

Date Acknowledged:

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

WWT Plant #3, Phase II
Professional Engineering Services

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	Pence, Bob	Fort Worth, TX United States	X	
	Coltharp, Brian	Fort Worth, TX United States	X	
	Greer, Alan	Fort Worth, TX United States	X	
	Archer, Charles	Raleigh, NC United States	X	
	Payne, Jeff	Fort Worth, TX United States	X	
	Wolfhope, John	Austin, TX United States	X	
	Johnson, Kevin	Fort Worth, TX United States	X	
	Reedy, Mike	Houston, TX United States	X	
	Hatley, Tricia	Oklahoma City, OK United States	X	

5 Check only if there is NO Interested Party.

6 UNSWORN DECLARATION

My name is Maria Aguilar , and my date of birth is August 10, 1989 .

My address is 10497 Town and Country Way, Suite 600 , Houston , TX , 77024 , US
(street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in Harris County, State of Texas , on the 31 day of January , 20 23 .
(month) (year)

Maria Aguilar

Signature of authorized agent of contracting business entity
(Declarant)

EXHIBIT A-2

Scope of Services dated January 19, 2023

(see attached)

SCOPE OF SERVICES
WASTEWATER TREATMENT PLANT 3 PHASE II
 January 19, 2023

PROJECT UNDERSTANDING

The CITY of Bastrop (CITY) owns and operates three (3) wastewater treatment plants (WWTP). Plants 1 and 2 are on the same site and have historically served the CITY's wastewater treatment needs. They are package type plants, one carbon steel, the other concrete, and both are beyond their useful service lives. The CITY is nearing completion of construction of Phase 1 of Plant 3 on a different site. The initial capacity of Plant 3, 2MGD, may be insufficient to treat all wastewater flow currently generated within the CITY's service area. Existing Plants 1 and 2 may continue to operate until the capacity of Plant 3 is increased and additional conveyance improvements are constructed between existing Plants 1 and 2 to Plant 3, which is part of the Transfer Lift Station and Force Main project, currently in design by others, at which time all flow is planned to be diverted to Plant 3 and existing Plants 1 and 2 could be decommissioned.

Upon completion of Phase 1 of Plant 3, the TPDES discharge permit will be in the interim phase which allows for discharge of annual average daily flow (AADF) up to 2.0 million gallons per day (MGD), and a peak 2-hour flow (Q2H) of 3,680 gpm (5.3 MGD). The TPDES discharge permit has a final phase which allows discharge of up to 4.0 MGD AADF and Q2H of 7,361 gpm (10.6 MGD). The key effluent characteristic limits (daily average concentration) for both phases of the permit are as follows:

<u>Effluent Characteristic</u>	<u>Daily Average (mg/L)</u>
Carbonaceous Five-Day Biochemical Oxygen Demand (cBOD ₅)	10
Total Suspended Solids (TSS)	15
Ammonia nitrogen (NH ₃ -N)	2

Phase 1 of the Plant 3 construction was a greenfield project that consisted of the following:

- Administration and laboratory building
- Main Electrical Building
- Antenna Tower
- Influent lift station (3 submersible pumps)
- Headworks (micro strainer screen, vortex grit removal)
- Carousel style aeration basin (1) with two (2) 200HP mixer/aerators
- Final clarifiers (2), 57 feet diameter, 14 feet SWD with tapering spiral scraper collectors
- Serpentine chlorine contact basins (2)
- Chlorine feed system (1 Ton cylinders), and emergency scrubber
- Sodium bisulfite dechlorination (bulk storage tanks)
- Cascade reaeration
- RAS/WAS pumping (horizontal non-clog centrifugal pumps)
- Scum pumping (submersible)
- Aerobic digesters (2), 52 feet diameter, 12 feet SWD with aluminum geodesic dome covers
- Belt filter press, 2 meter
- Carbon column odor control system
- Perimeter fencing and gates

The CITY desires to expand Plant 3 to provide additional capacity to serve near to medium term development. While the TPDES permit final phase is 4 MGD AADF, the CITY may consider a different expansion increment based on the anticipated build-out capacity of Plant 3 to optimize future expansion increments and therefore the capacity of the Phase 2 expansion is yet to be determined. If the CITY elects to build Phase 2 at a capacity greater than 4 MGD AADF, the TPDES discharge permit will need to be modified.

The design of Phase 1 anticipated that the 2 MGD liquids treatment process (Carousel aeration/final clarifiers/chlorine contact) would simply be replicated to expand the facility to 4 MGD and beyond. However, there are issues that may drive the CITY to consider other options, as follows:

- The CITY has a strong desire to reclaim treated effluent for beneficial reuse, either as non-potable irrigation water (Type II), or potentially progressing to Type I or even indirect or direct potable reuse to help improve the CITY's water supply security.
- It is highly likely that future TPDES discharge limits will include nutrient limits which will require an intensification of the treatment process. Trends in the Colorado River Watershed suggest that a limit on Total Phosphorous is imminent, possibly as soon as the next permit cycle when the current permit expires in December 2024. Likewise, limits on Total Nitrogen are common in other parts of the US and are becoming more common in Texas.
- The CITY believes there may be a need/opportunity to serve future development outside its certificated service area (CCN) which would result in greater wastewater flows to Plant 3.
- Ease of expandability, operations, and hydraulic flow splitting

Freese and Nichols, Inc. (FNI) has recommended that the CITY undertake a Preliminary Engineering Study to better define anticipated wastewater characteristics; potential reuse opportunities; and the likely near term and potential medium term TPDES permit limits. Based on the conclusions of these evaluations, FNI will develop and evaluate alternatives for expansion of Plant 3 to achieve as many of the CITY's goals and objectives as possible. At the conclusion of this Preliminary Engineering Study, and upon request by the CITY, FNI will develop a proposed Scope of Services for the Design Phase Engineering Services and, if the CITY decides to construct Phase 2 with a capacity greater than 2 MGD, preparation of a TPDES Major Permit Amendment application. Development of estimated wastewater flows from within the current CCN and serviceable areas outside the CCN will be developed as part of Wastewater Master Plan and will be utilized for this project.

FNI's approach and Scope of Services for the Preliminary Engineering Study is presented in the following sections.

ARTICLE I

BASIC SERVICES: FNI shall render the following professional services in connection with the development of the Project:

- A. PROJECT MANAGEMENT AND ADMINISTRATIVE DUTIES: Upon execution of this AGREEMENT and upon receiving a Notice to Proceed from the CITY, FNI will provide the project management services for each phase as follows:
1. Project Controls: FNI shall manage scope, time, cost, quality, staff resources, communications, risk and procurements as necessary.
 2. Communication: Consult with the CITY throughout the project to see that the scope of services is being met and verify the CITY'S requirements for the project are met satisfactorily.

3. Coordination Meetings: Attend up to five (5) regularly scheduled coordination meetings during the Preliminary Engineering Study Phase. It is anticipated these coordination meetings will be conducted virtually.
 4. Invoicing: FNI will prepare and submit monthly invoices to the CITY.
 5. Monthly Status Reports: FNI will prepare and submit monthly status reports to the CITY with FNI's monthly invoice. Monthly status reports will comprise a one to two-page summary of the progress to date on the Project, work completed during the prior month, work anticipated to be completed during the upcoming month, and discussion of any scope, schedule, or budget issues that may need to be resolved.
 6. Project Schedule: FNI will maintain and update the project schedule.
 7. Quality Assurance / Quality Control: FNI will develop and implement a QA/QC plan for the work.
- B. DEVELOP BASIS OF DESIGN: FNI shall provide professional services in this phase as follows:
1. Project Kick-off Meeting
 - a. Conduct Project Kick-off Meeting with CITY (in person): Conduct a Project Kick-off Meeting to (1) review the scope of services, (2) establish communications protocol, (3) review project schedule, (4) present and discuss a Data Request for available information relevant to the Preliminary Engineering Study.
 - b. Deliverables: Meeting minutes; communications protocol; schedule; Data Request;
 2. Wastewater Characterization
 - a. Data Collection and Review: Compile historical information from the CITY including influent wastewater characterization analyses, and wastewater characterization data used for design for Phase 1.
 - b. Recommend Additional Wastewater Characterization: If the historical wastewater characterization data set does not include data required for development of a process model including Biological Nutrient Removal (BNR) (or is otherwise incomplete), FNI will develop a sampling plan to collect and analyze influent wastewater on which to base the initial process modeling. Sample collection shall be by CITY. Wastewater laboratory analyses shall be paid by CITY.
 - c. Analyze Wastewater Characterization Data: Tabulate and analyze wastewater analysis data to establish criteria to be used in the Preliminary Engineering Study process evaluations.
 3. Receiving Stream Permitting Assessment
 - a. Review the existing TPDES discharge permit application for Plant 3.
 - b. Review TPDES discharge permits for other WWTPs on the Colorado River upstream and downstream of Plant 3 and tributaries upstream of Plant 3.
 - c. Meet with TCEQ Water Quality staff to discuss anticipated future regulatory changes and permitting trends that could impact the permit for Plant 3.

- d. Establish the design discharge limit set for use in subsequent WWTP evaluation tasks.
- e. Deliverable: Technical Memorandum #2 summarizing the findings of the Permit Assessment and the recommended discharge limit set for design of Phase 2.

4. Establish Design Basis

- a. Conduct a Design Basis Meeting (combined with regular coordination meeting): Facilitate a meeting with CITY Stakeholders to review the data developed in the preceding activities and agree on the Basis of Design for subsequent Process Alternatives Evaluation.
- b. Deliverables: Technical Memorandum #3 documenting the Basis of Design.

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C. HIGH LEVEL REUSE ASSESSMENT: FNI shall provide professional services in this phase as follows:

1. Reuse Overview Meeting (in person): Conduct a Reuse Overview meeting to help CITY Stakeholders gain an understanding of the levels of reclaimed water use (non-potable, indirect potable, and direct potable), TCEQ regulatory framework and permitting requirements, treatment requirements, and conceptual level implementation timelines. To the extent possible, the meeting will include a discussion of potential near term and longer term reuse opportunities to be considered in the High Level Reuse Assessment.
2. High Level Reuse Assessment: Perform an abbreviated, High Level Reuse Assessment to outline the implementation approach, permitting considerations, treatment considerations and likely timeframes for up to three (3) reuse options identified in Reuse Overview Meeting. It should be understood that this High Level Assessment does not negate the need for or replace a detailed Reuse Master Plan, but is intended to support the process alternative evaluations in terms of process selection, space planning, etc.
3. Deliverable: Technical Memorandum #4 documenting the approach and conclusions of the Reuse Assessment.

D. PROCESS ALTERNATIVES EVALUATION: FNI shall provide professional services in this phase as follows:

1. Phase 1 Process and Hydraulic Assessment: Review the Preliminary Design Report and Construction Documents for Phase 1 and develop process and hydraulic calculations/models to determine the treatment, hydraulic, and solids management capacity of the Phase 1 facilities based on the updated design basis.
2. Phase 1 Site Visit: Conduct one (1) site visit by the engineering team to Plant 3 for assessment of existing facilities and to support the evaluation of alternatives for expansion of the facility.
3. Develop and Analyze Process Alternatives:
 - a. Identify Liquids Process Alternatives: Identify up to three (3) process alternatives for expansion of Plant 3 in multiple phases up to the build-out capacity. One alternative shall be the base case of continued use the Carousel style process constructed in Phase 1. Other alternatives will be considered based on their suitability to meet current and anticipated discharge permit limits, capability to progress toward long term reuse goals, and to facilitate future expansions. For the other alternatives, FNI will endeavor to develop process

alternatives that utilize the Phase 1 facilities to the greatest extent possible while planning for the ultimate build-out of Plant 3.

- b. Identify Solids Management Strategy: Identify up to three (3) alternatives for long-term management of process biosolids from Plant 3. Consider impact of future regulations, solids production, and beneficial uses.
- c. Process Models: Develop process models using BioWin process model for the alternatives to the extent necessary to size major unit processes, predict effluent quality, oxygen requirements, chemical addition, power requirements, residuals generation rates, etc. to support the evaluation.
- d. Structural Design Evaluation: Review existing geotechnical data and Phase 1 design concepts and document structural design philosophy and additional geotechnical needs for final design.
- e. Electrical Design and Instrumentation and Controls (E/I&C) Evaluation: Review Phase 1 design concept for electrical power distribution and reliability and develop concept for design of electrical distribution system in Phase 2 Project.
- f. Conceptual Level Site Plans: Develop conceptual level site plans for the process alternatives to support the evaluation.
- g. Planning Level Cost Estimates: Develop conceptual level capital and operating cost estimates for the alternatives to support the evaluation (AACE Class 3).
- h. Evaluate Process Alternatives: Develop an evaluation matrix for the process alternatives to clearly allow the various alternatives to be compared to the base case and to each of the other alternatives. Obtain consensus from CITY on evaluation criteria and weighting prior to performing evaluation of each alternative.
- i. Process Review Workshop (in person): Facilitate a Process Review Workshop with CITY Stakeholders to present the results of the process alternative evaluation and solids management strategy. FNI subject matter experts will be in attendance to answer questions about the various processes and assist the CITY to make a final decision about the process to employ for the Phase 2 expansion.
- j. Technology Review/SCADA Workshop (in person): Facilitate a workshop with CITY Stakeholders to review the equipment options for the selected process alternative. FNI subject matter experts will be in attendance to answer questions about the options for the process equipment and assist the CITY to make final decisions about the equipment to employ for the Phase 2 expansion.
- k. Deliverable: Technical Memorandum #5 documenting the process alternative evaluation, input from CITY Stakeholders at the Technology Review Workshop, and the final process and equipment selections.

E. PRELIMINARY DESIGN SUMMARY DOCUMENT: FNI shall provide professional services in this phase as follows:

1. Preliminary Design Summary Document: Prepare a Preliminary Design Summary Document that includes the following:
 - a. Compilation of previous TMs.
 - b. Addenda to TMs that may be required based on information or decisions made after finalization of the original TM.
 - c. Cover Memo with Executive Summary.
 - d. Conceptual Level Design Drawings:
 - i. Process Flow Diagram (PFD)
 - ii. Conceptual Level Site Plan
 - iii. Conceptual Level Yard Piping Plan
 - e. 20% OPCC (AACE Class 3)
2. Deliverables:
 - a. Preliminary Design Summary Document : One (1) electronic copy of Draft PDR with conceptual design drawings and 20% OPCC as appendices.
3. City Council Briefing: FNI prepare and present a detailed briefing for City Council to explain the technical approach, alternative evaluation process, and recommendations for the Phase 2 expansion.

ARTICLE II

SPECIAL SERVICES: When requested by the CITY, FNI shall render the following professional services, which are not included in the Basic Services described above, in connection with the development of the Project:

- A. Preparing applications and supporting documents for government grants, loans, or planning advances and providing data for detailed applications.

ARTICLE III

ADDITIONAL SERVICES: Any services performed by FNI that are not included in the Basic Services or Special Services described above are Additional Services. Additional Services to be performed by FNI, if authorized by CITY, are described as follows:

- A. Design, Bid, Construction or Post Construction/Startup Phase Services.
- B. New geotechnical evaluations and topographical survey services.
- C. Field layouts or the furnishing of construction line and grade surveys.
- D. GIS mapping services or assistance with these services.
- E. Making property, boundary and right-of-way surveys, preparation of easement and deed descriptions, including title search and examination of deed records.
- F. Providing services to make measured drawings thereof, or to verify the accuracy of drawings or other information furnished by CITY.
- G. Providing renderings, model, and mock-ups requested by the CITY.
- H. Revising drawings, specifications or other documents when such revisions are 1) not consistent with approvals or instructions previously given by CITY or 2) due to other causes not solely within the control of FNI.
- I. Conducting pilot plant studies or tests.
- J. Assisting CITY in the defense or prosecution of litigation in connection with or in addition to those services contemplated by this Agreement. Such services, if any, shall be furnished by FNI on a fee basis negotiated by the respective parties outside of and in addition to this Agreement.
- K. Providing environmental support services including the design and implementation of ecological baseline studies, environmental monitoring, impact assessment and analyses, permitting assistance and other assistance required to address environmental issues.
- L. Preparing statements for invoicing or other documentation for billing other than for the standard invoice for services attached to this professional services agreement.

ARTICLE IV

TIME OF COMPLETION: FNI is authorized to commence work on the Project upon execution of this Agreement and agrees to complete the services in **150 days from Notice to Proceed**.

If FNI's services are delayed through no fault of FNI, FNI shall be entitled to adjust contract schedule consistent with the number of days of delay. These delays may include but are not limited to delays in Client or regulatory reviews, delays on the flow of information to be provided to FNI, governmental approvals, etc.

ARTICLE V

RESPONSIBILITIES OF CLIENT: Client shall perform the following in a timely manner so as not to delay the services of FNI:

- A. Designate in writing a person to act as Client's representative with respect to the services to be rendered under this Agreement. Such person shall have contract authority to transmit instructions, receive information, interpret and define Client's policies and decisions with respect to FNI's services for the Project.
- B. Provide all criteria and full information as to Client's requirements for the Project, including design objectives and constraints, space, capacity and performance requirements, flexibility and expandability, and any budgetary limitations; and furnish copies of all design and construction standards which Client will require to be included in the drawings and specifications.
- C. Assist FNI by placing at FNI's disposal all available information pertinent to the Project including previous reports and any other data relative to design or construction of the Project.
- D. Arrange for access to and make all provisions for FNI to enter upon public and private property as required for FNI to perform services under this Agreement.
- E. Examine all studies, reports, sketches, drawings, specifications, proposals and other documents presented by FNI, obtain advice of an attorney, insurance counselor and other consultants as Client deems appropriate for such examination and render in writing decisions pertaining thereto within a reasonable time so as not to delay, or cause rework in, the services of FNI.
- F. Provide such accounting, independent cost estimating and insurance counseling services as may be required for the Project, such legal services as Client may require or FNI may reasonably request with regard to legal issues pertaining to the Project including any that may be raised by Contractor(s), such auditing service as Client may require to ascertain how or for what purpose any Contractor has used the moneys paid under the construction contract, and such inspection services as Client may require to ascertain that Contractor(s) are complying with any law, rule, regulation, ordinance, code or order applicable to their furnishing and performing the work.
- G. Give prompt written notice to FNI whenever Client observes or otherwise becomes aware of any development that affects the scope or timing of FNI's services, or any defect or nonconformance of the work of any Contractor.

H. Furnish, or direct FNI to provide, Additional Services as stipulated in Attachment SC, Article III of this Agreement or other services as required.

Fee and Billing

The Engineer will perform the services identified in this Scope of Services on a Reimbursable/Hourly (Not-to-Exceed) basis in the amount of \$371,118.00 and in accordance with the Detailed Cost Breakdown table provided below.

ARTICLE VI

DESIGNATED REPRESENTATIVES: FNI and Client designate the following representatives:

Client's Designated Representative – Fabiola M. de Carvalho, AMP MIAM
Director of Engineering and Capital Project Management
1311 Chestnut Street, Bastrop, TX 78602
(512) 332-8874
fdecarvalho@cityofbastrop.org

FNI's Designated Representative – Kendall King, PE
Vice President/Principal
10431 Morado Circle, Ste. 300, Austin, TX 78759
(512) 381-1834
kendall.king@freese.com

House Bill 89 Verification Form

Prohibition on Contracts with Companies Boycotting Israel

The 85th Texas Legislature approved new legislation, effective Sept. 1, 2017, which amends Texas Local Government Code Section 1. Subtitle F, Title 10, Government Code by adding Chapter 2270 which states that a governmental entity may not enter into a contract with a company for goods or services unless the contract contains a written verification from the company that it:

- 1) does not boycott Israel; and
- 2) will not boycott Israel during the term of the contract

Pursuant to Section 2270.001, Texas Government Code:

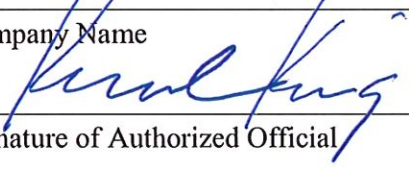
1. "Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes; and

2. "Company" means a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or any limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of those entities or business associations that exist to make a profit.

I, (authorized official) Kendall King, do hereby depose and verify the truthfulness and accuracy of the contents of the statements submitted on this certification under the provisions of Subtitle F, Title 10, Government Code Chapter 2270 and that the company named below:

- 1) does not boycott Israel currently; and
- 2) will not boycott Israel during the term of the contract; and
- 3) is not currently listed on the State of Texas Comptroller's Companies that Boycott Israel List located at <https://comptroller.texas.gov/purchasing/publications/divestment.php>

Freese and Nichols, Inc.
Company Name


Signature of Authorized Official

Vice President
Title of Authorized Official

January 30, 2023
Date

EXHIBIT B-1
REQUIREMENTS FOR GENERAL SERVICES CONTRACT

The Contractor shall comply with each and every condition contained herein. The Contractor shall provide and maintain the minimum insurance coverage set forth below during the term of its agreement with the City, including any delay periods. If the Project is not finalized and the insurance expires, Contractor is obligated to extend the insurance coverage. Any Subcontractor(s) hired by the Contractor shall maintain insurance coverage equal to that required of the Contractor. It is the responsibility of the Contractor to assure compliance with this provision. The City of Bastrop accepts no responsibility arising from the conduct, or lack of conduct, of the Subcontractor.

INSTRUCTIONS FOR COMPLETION OF INSURANCE DOCUMENT

With reference to the foregoing insurance requirements, Contractor shall specifically endorse applicable insurance policies as follows:

- A. The City of Bastrop shall be named as an additional insured with respect to General Liability and Automobile Liability **on a separate endorsement**
- B. A waiver of subrogation in favor of The City of Bastrop shall be contained in the Workers Compensation and all liability policies and must be provided **on a separate endorsement.**
- C. All insurance policies shall be endorsed to the effect that The City of Bastrop will receive at least thirty (30) days' written notice prior to cancellation or non-renewal of the insurance.
- D. All insurance policies, which name The City of Bastrop as an additional insured, must be endorsed to read as primary and non-contributory coverage regardless of the application of other insurance.
- E. **Chapter 1811 of the Texas Insurance Code, Senate Bill 425 82(R) of 2011, states that the above endorsements cannot be on the certificate of insurance. Separate endorsements must be provided for each of the above.**
- F. All insurance policies shall be endorsed to require the insurer to immediately notify The City of Bastrop of any material change in the insurance coverage.
- G. All liability policies shall contain no cross-liability exclusions or insured versus insured restrictions.
- H. Required limits may be satisfied by any combination of primary and umbrella liability insurances.
- I. Contractor may maintain reasonable and customary deductibles, subject to approval by The City of Bastrop.
- J. Insurance must be purchased from insurers having a minimum AmBest rating of B+.
- K. All insurance must be written on forms filed with and approved by the Texas Department of Insurance. (ACORD 25 2016/03) Coverage must be written on an occurrence form.
- L. Contractual Liability must be maintained covering the Contractors obligations contained in the contract. Certificates of Insurance shall be prepared and executed by the insurance company or its authorized agent and shall contain provisions representing and warranting all endorsements and insurance coverages according to requirements and instructions contained herein.
- M. Upon request, Contractor shall furnish The City of Bastrop with certified copies of all insurance policies.
- N. A valid certificate of insurance verifying each of the coverages required above shall be issued directly to the City of Bastrop within ten (10) business days after contract award and prior to starting any work by the successful contractor's insurance agent of record or insurance company. Also, prior to the start of any work and at the same time that the Certificate of Insurance is issued and sent to the City of Bastrop, all required endorsements identified in sections A, B, C and D, above shall be sent to the City of Bastrop. The certificate of insurance and endorsements shall be sent to:

**City of Bastrop
Engineering and Capital Project Management Department
P. O. Box 427
1311 Chestnut Street
Bastrop, TX 78602**

INSURANCE REQUIREMENTS

Items marked "X" are required to be provided if award is made to your firm.

Coverages Required & Limits (Figures Denote Minimums)

Workers' Compensation Statutory limits, State of TX.

Employers' Liability \$500,000 per employee per disease / \$500,000 per employee per accident / \$500,000 by disease aggregate

Commercial General Liability:

	<input type="checkbox"/> Very High/High Risk	<input checked="" type="checkbox"/> Medium Risk	<input type="checkbox"/> Low Risk
Each Occurrence	\$1,000,000	\$500,000	\$300,000
Fire Damage	\$300,000	\$100,000	\$100,000
Personal & ADV Injury	\$1,000,000	\$1,000,000	\$600,000
General Aggregate	\$2,000,000	\$1,000,000	\$600,000
Products/Compl Op	\$2,000,000	\$500,000	\$300,000
XCU	\$2,000,000	\$500,000	\$300,000

Automobile Liability: (Owned, Non-Owned, Hired and Injury & Property coverage for all)

	<input type="checkbox"/> Very High/ High Risk	<input checked="" type="checkbox"/> Medium Risk	<input type="checkbox"/> Low Risk
Combined Single Limits	Combined Single Limits	Combined Single Limits	Combined Single Limits
\$1,000,000 Bodily	\$500,000 Bodily	\$300,000 Bodily	

Garage Liability for BI & PD

\$1,000,000 each accident for Auto, \$1,000,000 each accident Non-Auto

\$2,000,000 General Aggregate

Garage Keepers Coverage (for Auto Body & Repair Shops)

\$500,000 any one unit/any loss and \$200,000 for contents

Umbrella each-occurrence with respect to primary Commercial General Liability, Automobile Liability, and Employers Liability policies at minimum limits as follows:

Contract value less than \$1,000,000: **not required**

Contract value between \$1,000,000 and \$5,000,000: **\$4,000,000 is required**

Contract value between \$5,000,000 and \$10,000,000: **\$9,000,000 is required**

Contract value between \$10,000,000 and \$15,000,000: **\$15,000,000 is required**

Contract value above \$15,000,000: **\$20,000,000 is required**

Excess coverage over \$10,000,000 can be provided on "following form" type to the underlying coverages to the extent of liability coverage as determined by the City.

Professional Liability, including, but not limited to services for Accountant, Appraiser, Architecture, Consultant, Engineering, Insurance Broker, Legal, Medical, Surveying, construction/renovation contracts for engineers, architects, constructions managers, including design/build Contractors.

Minimum limits of \$1,000,000 per claim/aggregate. This coverage must be maintained for at least two (2) years after the project is completed.

Builder's Risk (if project entails vertical construction, including but not limited to bridges and tunnels or as determined by the City of Sugar Land) Limit is 100% of insurable value, replacement cost basis

Pollution Liability for property damage, bodily injury and clean up (if project entails possible contamination of air, soil or ground or as determined by the City of Sugar Land)

\$1,000,000 each occurrence

\$2,000,000 aggregate

Other Insurance Required: _____

NOTE: The nature/size of a contract/agreement may necessitate higher limits than shown above. These requirements are only meant as a guide, but in any event, should cover most situations. Check with Purchasing & Risk Management if you need assistance or need additional information.