

RESOLUTION NO: 2015-08-20D

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OVERTON, TEXAS AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT FOR ENGINEERING SERVICES THAT DEFINES THE TERMS AND CONDITIONS UNDER WHICH MARVIN REAVIS, REAVIS CONSULTING ENGINEERS, PROPOSES TO PROVIDE SERVICES IN PREPARING AND SUBMITTING THE CITY'S WASTEWATER PERMIT RENEWAL FOR 2015 TO TEXAS COMMISSION ON ENVIRONMENTAL QUALITY (HEREINAFTER KNOWN AS T.C.E.Q).

WHEREAS, the City of Overton, Texas holds Permit # WQ0010242001 that allows operation of its wastewater treatment plant; and

WHEREAS, the permit is set to expire at midnight, April 1, 2016 but the application for the permit must be submitted 180 days before the expiration date or October 3, 2015; and

WHEREAS, Reavis Consulting Engineers provided services in the application of the last permit and is prepared and has proposed to provide these services in preparation of the application for the renewal that must be submitted by October 3, 2015; and

WHEREAS, City staff has been working with Mr. Reavis to collect all the necessary documents that required for the permit application;

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

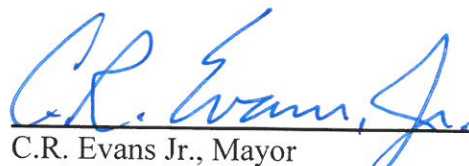
The City Council hereby authorizes the Mayor to execute an agreement with Reavis Consulting Engineers to provide services defined in the "ENGINEERING SERVICES AGREEMENT" attached hereto and incorporated herein as Exhibit A, for an amount to not exceed \$9,500.

APPROVED AND RESOLVED BY THE CITY COUNCIL OF THE CITY OF OVERTON, TEXAS ON THIS 20th DAY OF August, 2015.

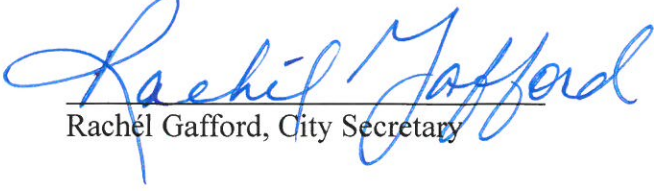


CITY OF OVERTON

By:

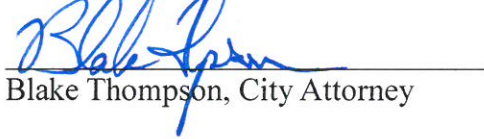

C.R. Evans Jr., Mayor

ATTEST:



Rachel Gafford, City Secretary

APPROVED AS TO FORM AND LEGALITY:



Blake Thompson, City Attorney

ENGINEERING SERVICES AGREEMENT

This agreement is effective as of August, 20, 2015 between the City of Overton, Texas ("Owner") and Reavis Consulting Engineers ("Engineer"). The owner intends to engage the Engineer for routine Professional Engineering Services, as authorized herein by Work Order. The Owner and the Engineer in consideration of their mutual covenants as set forth herein agree as follows:

ARTICLE 1- SERVICES OF THE ENGINEER

Upon this agreement becoming effective, Engineer shall be authorized to perform certain services as instructed and authorized by the Owner's governing body, being the City Council or duly authorized representative, as described in consecutively numbered Work Orders.

ARTICLE 2- OWNER'S RESPONSIBILITIES

The Owner shall have the responsibilities set forth herein and described in the Work Order.

ARTICLE 3- TIMES FOR RENDERING SERVICES

The Engineer's services and compensation under this Agreement have been agreed to in anticipation of the orderly and continuous progress of the activity in the Work Order. Unless specific periods of time or specific dates for providing services are specified in this agreement, the Engineer's obligation to render services hereunder will be for a period which may reasonably be required for the completion of said services.

If the Owner fails to give prompt written authorization to proceed with any phase of services after completion of the immediately preceding phase, or if Engineer's services are delayed through no fault of the Engineer, Engineer may after request time extensions in the amount of the reasonable times delayed.

ARTICLE 4- PAYMENTS TO THE ENGINEER

The following are the methods of the payment by the Owner to the Engineer as specified in the Work Order:

- Hourly plus Reimbursable expenses.
- Lump Sum based on a stipulated amount.
- Lump Sum based on a percent of the Construction Price using the Document "National Society of Professional Engineers Guideline for the Contracting for Engineering Services".

Reimbursable expenses includes those expenses other than the following:

- Mileage charges for travel between the Engineers office and the Owner's headquarters or jobsite described in a Work Order. The Engineer's office includes any travel within twenty five (25 miles) of the Engineer's Round Rock, Texas Office to the Austin, Texas area.
- Office supplies
- Normal amounts of copies to provide the Owner's Staff and for use in the Engineer's office.
- Standard and typical field supplies including stakes, marking paint, ribbon, or similar materials.
- Meals while at the Owner's headquarters or job site for a trip lasting one day or less.

Expenses that are considered reimbursable:

- Over night trips as required by or for the convenience of the Owner.
- Travel to areas for required business such as hearings or TCEQ locations not in Austin or Overton that could not be anticipated in the development of the Work Order or budget.
- Outside Printing and/or cost of PDF copies for City files and as required by TCEQ or agencies of Permit Application forms for submittal including 24 x 36 color documents and multiple copies when submitted.
- Sets of Bid Documents (Plans and Specifications) to provide for contractors and plan rooms (AGC, Dodge, and others as requests are received) during the bid advertisement and the construction phase.
- Outside services that the Engineer can not provide and are included in the work necessary to complete the contract. These services will include the surveying, geotechnical investigations and testing, laboratory analyses required, and special consultants.
- The duplication of files, drawings, reports and plans from state agencies, the Tax Appraisal District, the County Clerk's office, and the owners files in the event the Owner cannot provide copies, and other sources.
- Fees for electronic down loads of information for use only on the Owner's project.
- Digitizing or scanning as-built drawings or other drawings where the Engineer cannot utilize his in house equipment and where cost for the electronic file is cost effective when compared to reproducing by technician.
- Permit Fees to the Texas Commission for Environmental Quality, (TCEQ) or other agencies.

Payments

The Engineer will invoice the fees using his standard invoicing practice unless the Owner instructs otherwise. In the event of grants or loans, the Engineer will follow the procedures as instructed in the guidelines of the appropriate agency.

Invoices will be paid within 30 days of receipt. If the Owner fails to make any payment due Engineer for services and expenses with 30 days after the receipt of the

Engineer's invoice therefor, the amount due the Engineer shall be increased at the rate of 1.0% per month until the balance is paid. The Engineer may suspend work for non-payment until the amount is paid in full.

Payments Upon Termination

In the event the Engineer is terminated, the Engineer shall invoice the Owner for the amount owed for all services previously performed.

In the event the Owner or the Engineer, terminates the Engineer's services for convenience of the Owner or for cause, the Engineer is entitled to payments for the Engineer's costs up until that date and reasonable costs that the Engineer has incurred that is directly attributed to the termination.

ARTICLE 5- OPINIONS OF COST

The Engineer's opinion of probable cost is based on the Engineer's experience and records and from quotes and information from others. The actual cost of low bidders for the project are based on the labor rates if any required for the project documents, supply and costs of materials on the market, available of certain key equipment to meet the required schedule, the amount of work of a certain type in a local area, the degree of difficulty or the project, and other matters. The Engineer will endeavor to determine the most accurate probable cost of the job, however, very marked differences are always evident in the bids of any project and have a bid spread in the range of twenty to thirty percent. Should the bids be higher than the expected budget, Owner shall assist the Engineer in measures to reduce the cost of the project as desired. The Engineer is not responsible for his opinion of the total cost of the project.

ARTICLE 6- GENERAL CONSIDERATIONS

All documents are instruments of the Engineer's professional practice. The Owner may make copies of the documents and retain documents for use during the project and for files after the project is complete. Such documents shall not be reused by the Owner on different projects without the approval or adaptation of by the Engineer.

The Owner has disclosed to the Engineer any and all hazardous or environmentally hazardous conditions that are known to exist and are related to the project. The Owner is hold the Engineer harmless in the event unknown conditions are discovered are become known.

The Owner agrees to allow the Engineer free and open access to all documents related to and necessary for the Engineer to accomplish the project. The Engineer will rely on the accuracy of these documents or as-built plans, maps, studies, inspection reports, analyses, and letters for the necessary data for the project. The Owner is responsible for the accuracy of the documents.

The Engineer shall not be required to certify to any information provided in the Owner's documents. Unforeseen conditions will not be the Engineer's responsibility.

ARTICLE 7- WORK ORDERS

Tasks authorized by the Owner's City Council or the Owner's authorized representative are to be documented in a work order describing the work including the estimated fees if required, the outline of the work effort, the deliverable end results, the information available from the Owner, and other matters. The documentation is to include the date authorized and manner of authorization. If an estimated fee is requested, the Engineer shall state on each work order if the fee can or cannot be exceeded without the Owner's prior permission.

ARTICLE 8- FEE SCHEDULE

The Engineer's Fee Schedule is to be attached in the appendix of this document. The Owner may request the Engineer to identify the personnel assigned to the project, and the estimated fee and expenses anticipated.

ARTICLE 9- EXECUTION

OWNER: City of Overton

ENGINEER: Reavis Consulting Engineers

By: C.R. Evans, Jr.

By: Marvin W. Reavis

Title: Mayor

Title: Owner

Date Signed: 8-20-2015

Date Signed: 7-21-15

Address:

City of Overton City Hall
1200 South Commerce
Box D
Overton, Texas 75684

Address:

Reavis Consulting Engineers
2003 North Mays, Suite 105
Round Rock, Texas 78664
Telephone Office 5121-238-1358
Mobile 512-413-9285
Fax 512-238-1359

APPENDIX

- **WORK ORDER and FEE SCHEDULE**

**REAVIS CONSULTING ENGINEERS
WORK ORDER AND FEE SCHEDULE
Number 001**

Name of Owner: City of Overton , Texas

Date of Authorization

8/20/15

Authorization: (by Council, or by authorized representative)

Signed: _____

Title: _____

Mayor, City of Overton

Type of Services:

Assist the City wastewater staff in preparation of TCEQ documents to apply for a wastewater treatment plant discharge permit renewal.

Owner's Information Available and History:

When this firm made application for renewal of Overton's permit five years ago, it was found that some information submitted in the past renewals was not correct and this was responsible for some of the enforcement issues. This firm revised the information, submitted the application, and is familiar with the plant and the history prior to that submittal. Information that was hard to obtain before, is expected to be mostly available in files and otherwise easy to obtain.

Compliance issues were numerous and after submittal, the TCEQ began to demand plant improvements to address them. The issues included, flow above 75%, dissolved oxygen and other violations in the effluent and inoperative plant equipment. Some of these conditions were several years old and there was little representation before the TCEQ to let them know what was being done to address them. All of these issues had to be addressed in meetings and correspondence with TCEQ.

One issue was even the local TCEQ inspector's miss interpretation of the plant process and TCEQ regulations regarding it and this resulted in him making inferences that the plant was undersized both from flow and organic loading. At the same time, the City was making trunk line improvements and lift station improvements that should have mitigated some of the issues during this past permit.

The TCEQ accepted the plant at it's current capacity based on certain improvements that were included in work underway and in a grant application. To the best of my knowledge, during the year the permit renewed, there were no more fines.

Five years ago, the record plans were not available and were not organized. After some organizational changes, and Paul Everett became the contact for the wastewater plant, he was a team player and was able to get the information required. Some changes have

been made to the plant and some changes are planned. Information on all of these items will be needed.

The information requested from the City of Overton is assistance with process history, prior improvements, copies of monthly operating reports, TCEQ inspection reports and updates on plant changes and improvements.

Engineer's Proposed Plan of Action/Scope of Work

The required documents have changed since the last renewal. We propose to complete the documents with all the information available in our office and make a trip to the plant with Paul Everett and other operators with key information. At that time we would review the information and provide Mr Everett with a list of items that are needed. We will provide a list of samples and analyses that are required and we will also provide a list of needed information on sludge disposal in landfills as required.

Schedule: September 20, 2015 for final review and submittal by September 30, 2015 deadline.

Estimated Costs:

Our records indicate that invoices from the last renewal totaled almost \$10,000 due to TCEQ issues that arose after the submittal regarding TCEQ's assumptions that the City needed a plant expansion. Research of local documented weather data and extra and extensive engineering reports and analyses of the process design were necessary to convince TCEQ that with flow meter problems and trunk main leakage, that no expansion was necessary.

We propose to charge by the hour for travel time between the hours of 7 AM and 6 PM. Other time will be charged by the actual time spent. No mileage will be charged between the City of Overton and Reavis Consulting Engineers office in Round Rock, Texas nor between Reavis Consulting Engineering and TCEQ Headquarters in Austin.

The proposed budget is estimated at \$7,500 for First Phase/Submittal of Application. Only printing done by outside printers will be charged to the City. Printing of the permit application with the maps is estimated at \$350 and is included in the previous amount. Routine printing in the office will not be charged.

The second phase of the budget is proposed to be \$2,000 and is after the application is submitted. Spanish language forms will be sent to the City to filled out when it is time to publish the public notice in the local papers. The cost of publication will be paid by the City.

This effort is mostly dependent upon the City's assistance and its performance and regulatory history. Other limitations may be new water quality criteria for the streams that are in the stream system the effluent is discharged into. In the most recent permit applications and amendments, the challenges have been new and tighter water quality criteria, an increased focus on accounting for industrial discharges and ordinances, and

resolving past permit violations by plant improvements. There is also a lot of interest on Buffer Zone Easements and defining what features of the plant can be defined as a process unit. If there are no violations and no Major Amendments are requested, the permit is usually renewed. However, if there are violations as in excessive flows, the TCEQ will use this to attempt to force plant improvements. Excessive flows could be a factor. May and June have brought widespread flooding and record rainfall to many parts of Texas and the 75% rule is on the mind of every permit reviewer even though it may not reoccur for decades.

We propose an overall budget of \$9,500 that will not be exceeded without prior approval. This full amount is not anticipated but when obstacles are encountered in dealing with permit applications and submissions, there is little time to get budget amendments approved.

The work load of the firm at this time is above average and this work will need to be done as efficiently as possible. No premium will be billed for overtime. The primary work will be completed by Marvin W. Reavis, P.E. and will be billed at \$150 per hour.

The proposed mileage rate for travel not included in the contract will be billed at Sixty Cents (\$0.60) per mile.

Other Information:

Paul Everett or other designated persons shall be named as the point of contact and their mobile phone numbers and email addresses are to be supplied.

Difficulties have been experienced between the Engineer's email provider and that of Paul Everett's. If this can be resolved, it will make communications better.