



CONTRACT No. 18-897-ERA  
BETWEEN THE  
EDWARDS AQUIFER AUTHORITY  
AND

BAER ENGINEERING AND ENVIRONMENTAL CONSULTING, INC.  
FOR ASSESSMENTS FOR COMPLIANCE OPTIONS FOR AGRICULTURAL  
ABOVEGROUND STORAGE TANK SYSTEMS

This Contract is made and entered into by and between the EDWARDS AQUIFER AUTHORITY, ("EAA"), a political subdivision of the State of Texas, with its principal place of business located at 900 E. Quincy Street, San Antonio, Texas 78215, and BAER ENGINEERING AND ENVIRONMENTAL CONSULTING, INC. ("Contractor"), an engineering and consulting firm with its principal place of business located at 7756 Northcross Drive, Suite 211, Austin, Texas 78757. Each of these entities is, at times, referred to in this Contract individually as a "Party," and both are referred to collectively as "Parties."

RECITALS

WHEREAS, the EAA was created by the Edwards Aquifer Authority Act, Act of May 30, 1993, 73<sup>rd</sup> Leg., R.S., ch. 626, 1993 Tex. Gen. Laws 2350, as amended ("Act"); and

WHEREAS, under Section 1.02 of the Act, the EAA is a conservation and reclamation district created by virtue of Article XVI, Section 59, Texas Constitution, and is a governmental agency and body politic and corporate vested with the full authority to exercise the powers and to perform the functions specified in the Act, and other applicable law; and

WHEREAS, under Section 1.08(a) of the Act, the EAA has all the powers, rights and privileges necessary to manage, conserve, preserve, and protect the Edwards Aquifer ("Aquifer") and to increase the recharge of, and prevent the waste or pollution of water in, the Aquifer; and

WHEREAS, under Section 1.11(d)(2) of the Act, the EAA may enter into contracts; and

WHEREAS, the EAA Board of Directors approved this Contract on June 12, 2018, and authorized the EAA General Manager to execute the Contract; and

WHEREAS, the Contractor will provide the EAA with assessments of various agricultural aboveground storage tanks, including recommendations and compliance options for such tanks for use in implementing the EAA's Agricultural Secondary Containment Assistance Program in 2019; and

WHEREAS, it is in the public interest that the EAA enter into this Contract.

## AGREEMENT

NOW THEREFORE, for and in consideration of the mutual promises and agreements set forth in this Contract, the sufficiency of which is hereby acknowledged, the EAA and the Contractor agree as follows:

### ARTICLE I – TERM; DESCRIPTION OF WORK

Section 1.1. Term. This Contract is effective and commences on June 13, 2018 ("Effective Date"), and terminates on December 31, 2018 ("Expiration Date").

Section 1.2. Services. Subject to the terms and conditions of this Contract, the EAA engages the Contractor to perform, for the benefit of the EAA, the work set forth and described in this Contract and in the following documents ("Services"): (1) the Scope of Work which is attached hereto as Exhibit A ("Scope of Work"); (2) the Budget Estimate which is attached hereto as Exhibit B ("Budget Estimate"); (3) the Labor Categories Rates & Personnel Chart which is attached hereto as Exhibit C ("Labor Categories Rates & Personnel Chart"); and (4) Preliminary Facilities List which is attached hereto as Exhibit D. The Contractor accepts such engagement and agrees to devote its best efforts and abilities, and furnish all necessary labor, machinery, equipment, tools, and transportation necessary in furtherance thereof.

Section 1.3. Commencement and Completion of Services. The Contractor will commence performing the Services immediately upon the date of receipt of the written Notice to Proceed issued by the EAA's General Manager. All Services will be completed and delivered to the EAA by the Expiration Date and shall be completed in compliance with the schedules, budgets, descriptions and specifications contained herein and in the Exhibits attached hereto. It shall be the Contractor's responsibility to ensure that the completion times for the Services are met. Time is of the essence in the performance of this Contract.

### ARTICLE II – AMENDMENTS

Section 2.1. This Contract may be amended only by written agreement of the Parties.

Section 2.2. Amendments by the General Manager. The Board of Directors of the EAA delegates the authority to the General Manager to enter into amendments to this Contract without further authorization by the Board consistent with the General Manager's authority to enter into contracts under Section 4.01 of the EAA's Bylaws.

### ARTICLE III – COMPENSATION

Section 3.1. Fees and Expenses. The EAA agrees to pay the Contractor for the Services rendered in accordance with the Scope of Work, Budget Estimate, and Labor Categories, Rates & Personnel Chart, but in no event shall payments to the Contractor exceed \$56,620.44. The Contractor may not exceed this amount and will be responsible for the payment of all of its other and additional costs and expenses. The Contractor is not authorized to expend any additional funds in excess of this amount without the prior written approval from the EAA. The EAA will not be



held accountable for any unauthorized work performed or funds expended by the Contractor in providing the Services.

Section 3.2. Payment. All "invoice packets" from the Contractor to the EAA for the Services for each previous month's activities shall be sent no later than the 15<sup>th</sup> day of each month beginning July 1, 2018, and shall provide an itemization of the Services rendered, costs and expenses incurred during the billing cycle. Documentation in the invoice packet must be sufficiently itemized and detailed and include invoices and/or receipts for all purchases and expenses (summary credit card charge receipts are not acceptable) which allow the EAA to clearly discern purchases made. Purchases and expenses documented with lost receipt forms are not eligible for reimbursement. Receipts without purchase details or are not legible are not acceptable at any time. Alcohol purchases will NOT be reimbursed under any circumstances. Mileage will be reimbursed at the current IRS approved rate, if submitted. The monthly invoice packet will be submitted electronically in Adobe Acrobat (pdf) format via email to Mr. Earl Parker, Director, Regulatory Affairs, at [eparker@edwardsaquifer.org](mailto:eparker@edwardsaquifer.org). If the Contractor utilizes subcontractors (see Article V), the Contractor shall submit a Subcontractor Utilization Report with each invoice submitted to the EAA for payment. The terms of each invoice shall be net thirty (30) days upon EAA receipt and approval of that invoice.

#### ARTICLE IV – INDEPENDENT CONTRACTOR

Section 4.1. No Employment Relationship. The Parties understand and agree that this Contract does not create a fiduciary relationship between them, that they are separate entities, that the Contractor is an independent contractor with respect to the performance of the Services and is not subject to the direct or continuous control or supervision of the EAA, and that nothing in this Contract is intended to make either Party a subsidiary, joint venturer, partner, employee, agent, servant or representative of the other Party for any purpose whatsoever. The Contractor shall provide any and all equipment, materials and personnel necessary for the performance of the Services. The EAA shall have no right of direction or control of the Contractor, or its employees and agents, except in the results to be obtained, and in a general right to order the performance of the Services to start or stop as agreed to herein, to inspect the progress of the Services, and to receive reports. The Contractor shall accommodate reasonable requests from the EAA to allow EAA employees, agents or representatives to accompany and observe Contractor personnel in carrying out the Services.

#### ARTICLE V – CONTRACTOR PERSONNEL AND SUBCONTRACTORS

Section 5.1. Personnel. The Contractor will provide any and all personnel necessary for its performance of the Services. The Contractor will be responsible for its employees and agents in all respects, including, without limitation, their compliance with applicable laws and their safety, including without limitation, all Occupational Safety and Health Administration (OSHA) standards, requirements, and regulations. The Contractor indemnifies and holds harmless the EAA, and its directors, officers, employees and agents, from and against any claims brought by any employee, subcontractor or other agent of the Contractor relating in any way to the Services.

Section 5.2. Subcontractors. In performing the Services, the Contractor may retain and utilize as its subcontractors, those individuals identified to and approved in writing by the EAA, in advance. The EAA, in consultation with the Contractor, shall have the right to terminate, limit, or alter, at any time, the participation of any subcontractor utilized by the Contractor. No additional subcontractors may be retained by the Contractor to perform any Services without the prior written consent of the EAA, provided that no such consent shall be necessary for the retention of any subcontractor previously approved by the EAA and identified by the Contractor on the Effective Date of this Contract. The Contractor will be responsible for its subcontractors in all respects including their compliance with applicable laws and their safety, including without limitation, all OSHA standards, requirements, and regulations.

Subcontracting the delivery and/or installation of the Equipment may be provided by:  
None

## ARTICLE VI – TERMINATION

Section 6.1. Termination. The EAA may terminate this Contract at any time, including at the expiration of each budget or payment period during the term of this Contract, with or without cause, upon ten (10) days prior written notice to the Contractor. Upon receipt of such termination notice, the Contractor shall immediately stop all work in progress, including all work performed by its employees, agents, or subcontractors. Insofar as possible, all work in progress will be brought to a logical termination point. Within thirty (30) days of the final invoice following termination, the EAA shall pay the Contractor all moneys then due and owing for the Services rendered, costs and expenses reasonably incurred up to the time of termination.

## ARTICLE VII – OWNERSHIP OF MATERIALS

Section 7.1. Ownership. All information, documents, property, or materials produced, created, or supplied under this Contract by the Contractor, its employees, agents or subcontractors or anyone else, and whether finished or unfinished or in draft or final form, will be the property of the EAA. The EAA shall have unlimited rights to technical and other data resulting directly from the performance of the Services.

Section 7.2. Delivery of Documents upon Termination. Upon termination of this Contract under Sections 1.3 or 6.1, the Contractor will promptly deliver to the EAA all information, property and materials not already in the possession of the EAA.

Section 7.3. Nondisclosure of Documents. The information, documents, property, or materials produced, created or supplied under this Contract by the Contractor, including preliminary technical reports and studies, shall not be disclosed by the Contractor to any third-party without the prior written consent of the EAA. The Contractor shall immediately advise the EAA of any requests for any such information, document, property, or materials by a third-party. The unauthorized disclosure of such information, documents, property, or materials in violation of this section shall, in the sole judgment of the EAA, constitute a breach of this Contract and shall be subject to all applicable remedies at law or equity.

Section 7.4. Record Copies. The Contractor shall retain a record copy of all information, documents, property, or materials developed in the course of performing the Services. Upon request of the EAA, such information, documents, property, or materials will be promptly supplied to the EAA, including after the Expiration Date or the termination of this Contract under Section 6.1. The EAA will reimburse the Contractor for actual cost of time and expenses of reproduction of such materials when requested.

#### ARTICLE VIII – NON-PERFORMANCE

Section 8.1. The Contractor warrants that it will perform all Services in a good and workmanlike manner, strictly in accordance with the standards of the Contractor's profession, the Scope of Work, and as otherwise provided in this Contract and the Exhibits hereto. The Contractor's failure to timely perform the Services as warranted and agreed shall constitute a breach of this Contract and shall be subject to all applicable remedies at law or equity. Judgment of nonperformance shall rest solely with the EAA.

#### ARTICLE IX – LIQUIDATED DAMAGES

*THIS ARTICLE LEFT BLANK*

#### ARTICLE X – BOND COVERAGE

*THIS ARTICLE LEFT BLANK*

#### ARTICLE XI – INSURANCE

Section 11.1. Insurance Coverages. During the term of this Contract, the Contractor shall obtain and maintain in effect, at Contractor's expense, appropriate insurance policies protecting the Contractor and the EAA, and their respective directors, officers, employees and agents, against any loss, liability, personal injury, death, property damage or any expense arising out of the performance of the Services, including, without limitation: (1) worker's compensation insurance in compliance with applicable state law; (2) comprehensive general liability insurance, insuring against property damage, personal injury and death, in an amount of no less than \$1,000,000.00 per occurrence; (3) automobile liability insurance in an amount no less than \$1,000,000.00; (4) umbrella liability insurance in an amount of no less than \$1,000,000.00. Said insurance policies shall be with insurance carriers licensed to do business in Texas. The Contractor shall be responsible for requiring that its subcontractors carry and maintain adequate insurance coverage and shall promptly provide written evidence of such to the EAA.

Section 11.2. Additional Insureds. The Contractor shall name the EAA and its directors, officers, employees, and agents as "additional insureds" on all of the insurance policies specified in Subsection 11.1 above, or with respect to the worker's compensation insurance, contain waivers of subrogation by Contractor and the insurance carrier in favor of the EAA. Not later than the date of receipt of the written notice to proceed under Section 1.3, the Contractor must provide the EAA with certificates of insurance to be issued directly to the EAA by the Contractor's insurance agent,

identifying the specified coverage. The Contractor, through its agent of record, shall notify the EAA of any changes in coverages within thirty (30) days prior to any effective date of change.

Section 11.3. No limitations. Contractor's obligation to obtain and maintain the foregoing policy or policies in the amounts specified shall not be limited in any way by reason of any insurance which may be maintained by the EAA, nor shall Contractor's performance of this obligation relieve it of liability under the indemnity provisions set forth in Section 12.2.

## ARTICLE XII – ASSUMPTION OF RISK AND INDEMNIFICATION

Section 12.1. Risk. The Contractor shall assume all risks associated with the Contractor's or its subcontractors' performance under this Contract and shall waive any claim against the EAA and its directors, officers, employees and agents for damages arising out of the performance of the Services.

Section 12.2. Indemnification. Contractor agrees, to the fullest extent permitted by law, to indemnify and hold EAA and its directors, officers, employees and agents harmless from any damage, liability or cost (including reasonable attorney's fees and costs of defense) to the extent caused by Contractor's negligent acts, errors or omissions in the performance of the Services under this Contract.

## ARTICLE XIII – NOTICES

Section 13.1. Notices to the EAA. All notices or communications under this Contract to be mailed or delivered to the EAA shall be in writing and shall be sent to the EAA's principal place of business as follows, unless and until the Contractor is otherwise notified:

EDWARDS AQUIFER AUTHORITY  
900 E. Quincy Street  
San Antonio, Texas 78215  
ATTENTION: ROLAND RUIZ, GENERAL MANAGER

Section 13.2. Notices to the Contractor. All notices or communications under this Contract to be mailed or delivered to the Contractor shall be in writing and shall be sent to the address of the Contractor as follows, unless and until the EAA is otherwise notified:

BAER ENGINEERING AND ENVIRONMENTAL CONSULTING, INC.  
7756 Northcross Drive, Suite 211  
Austin, Texas 78757  
ATTENTION: ROSEMARY WYMAN, EXECUTIVE VICE PRESIDENT

Section 13.3. Effective Date of Notice. Any notices or communications required to be given in writing by one Party to the other shall be considered as having been given to the addressee on the date the notice of communication is posted by the sending Party.

## ARTICLE XIV – MISCELLANEOUS

Section 14.1. Entire Agreement. This Contract and the attached Exhibits constitute the entire agreement between the Parties regarding the Services to be performed by the Contractor and there are no representations, warranties, agreements or commitments between the Parties except as set forth herein. Unless otherwise authorized herein, no amendments or additions to this Contract shall be binding on the Parties unless in writing and signed by the Parties.

Section 14.2. Non-Waiver. No delay or failure by either Party to exercise any right under this Contract, nor any partial or single exercise of that right, shall constitute a waiver of that or any other right, unless otherwise expressly provided herein.

Section 14.3. Headings. Headings in this Contract are for convenience only and shall not be used to interpret or construe its provisions.

Section 14.4. Governing Law. This Contract shall be deemed to have been executed and performed in the State of Texas and shall be construed in accordance with and governed by the laws of the State of Texas. Venue for any disputes or claims arising from this Contract shall be exclusively in the proper courts in Bexar County, Texas.

Section 14.5. Counterparts. This Contract may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

Section 14.6. Binding Effect. The provisions of this Contract shall be binding upon and inure to the benefit of the Parties and their respective successors and assigns; provided, however, that the Contractor may not assign any of its rights nor delegate any of its duties hereunder without the EAA's prior written consent.

Section 14.7. Validity. The invalidity of any provision or provisions of this Contract shall not affect any other provision of this Contract, which shall remain in full force and effect, nor shall the invalidity of a portion of any provision of this Contract affect the balance of such provision.

Section 14.8. Non-Waiver of Immunity. Nothing in this Contract is intended as any waiver by the EAA of any immunity from suit to which it is entitled under Texas law.

Section 14.9. Survival. Termination of this Contract for breach shall not constitute a waiver of any rights or remedies available at law or in equity to a Party to redress such breach. All remedies, either under this Contract or at law or in equity or otherwise available to a Party, are cumulative and not alternative and may be exercised or pursued separately or collectively in any order, sequence or combination. In addition, to these provisions, applicable provisions of this Contract shall survive any termination of this Contract.

Section 14.10. Attachments. The Exhibits, schedules and/or other documents attached to or referred to in this Contract are incorporated herein and made a part hereof for all purposes. As used herein, the expression "Contract" means the body of this Contract and such attachments,

Exhibits, schedules and/or other documents, and the expressions “herein,” “hereof,” and “hereunder” and other words of similar import refer to this Contract and such exhibits, schedules and/or other documents as a whole and not to any particular part or subdivision thereof.

Section 14.11. Costs. If any legal action, or any other proceeding is brought by a Party for the enforcement of this Contract or because of an alleged breach or default of this Contract, the prevailing Party shall be entitled to recover reasonable costs incurred, including but not limited to, the attorney’s fees arising from such action or proceeding in addition to any other relief to which the prevailing Party may be entitled.

Section 14.12. Authority to Contract. Each Party represents and warrants for the benefit of the other Party that: (1) it has the legal authority to enter into this Contract; (2) this Contract has been duly approved and executed; (3) no other authorizations or approvals are or will be necessary in order to approve this Contract and to enable that Party to enter into and comply with the terms and conditions of this Contract; (4) the person executing this Contract on behalf of each Party has the authority to bind that Party; and (5) the Party is empowered by law to execute any other agreement or documents and to give such other approvals, in writing or otherwise, as are or may hereafter be required to implement and comply with this Contract.

Section 14.13. Officers or Agents. No officer or agent of the Parties is authorized to waive or modify any provision of this Contract. No amendment to or rescission of this Contract may be made except by a written document signed by the Parties’ authorized representatives.

Section 14.14 Texas Government Code Requirement. Pursuant to the provisions of Texas Government Code § 2270.002, the Contractor hereby certifies to the EAA that Contractor, including its parent, subsidiary and affiliated companies, (1) does not boycott Israel, and (2) will not boycott Israel during the term of this contract. The term “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. Failure to comply with this certification shall be considered a breach of this Contract by the Contractor.



IN WITNESS WHEREOF, this Contract is executed as of the day and date first written above, in Section 1.1.

EDWARDS AQUIFER AUTHORITY

BAER ENGINEERING AND  
ENVIRONMENTAL CONSULTING, INC.

By: \_\_\_\_\_  
Roland Ruiz  
General Manager

By: \_\_\_\_\_  
Rosemary Wyman  
Executive Vice President

ATTEST:

ATTEST:

By: \_\_\_\_\_  
Jennifer Wong-Esparza  
Assistant to the Board Secretary

By: \_\_\_\_\_  
Name \_\_\_\_\_  
Title \_\_\_\_\_

APPROVED AS TO FORM:

  
\_\_\_\_\_  
Darcy Allen Frownfelter  
General Counsel  
Edwards Aquifer Authority



## EXHIBIT A SCOPE OF WORK

The EAA regulates certain aboveground storage tank (AST) systems associated with agricultural activities and located within the Edwards Aquifer Recharge Zone (EARZ). Secondary containment for these tanks has been identified as an area of concern. In response, the EAA has developed the Agricultural Secondary Containment Program (AgSCAP) intended to provide owners/operators of these AST systems with financial assistance to obtain secondary containment meeting the requirements of the EAA rules. In order to implement this plan in an efficient and cost-effective way, the EAA requires additional information about the target population and about possible containment technologies.

The Contractor will perform the following tasks:

Task 1	Develop Site Checklist / Plan Site Visits
Task 2	Site Visits to Ten (10) Properties
Task 3	Research Secondary Containment Options / Vendor Costs
Task 4	Draft Report and Develop Recommendations
Task 5	Unit Cost for up to Ten (10) Additional Sites (if required)
Task 6	Meet with EAA to Present / Discuss Draft Report
Task 7	Incorporate EAA Comments / Prepare Final Report

### SCOPE OF WORK

#### Task 1 – Develop Site Checklist/Plan Site Visits

The Contractor will:

- Review the EAA rules;
- Review compliance checklists and example documents provided by the EAA;
- Review site-specific data for each tank, provided by EAA;
- Determine if each site is subject to SPCC based upon capacity;
- If possible, determine if tank is suitable to remain in service;
- Note proximity of each tank to a home, road, or other public feature; and
- Note if obvious soil contamination is present.

These data will be incorporated into a draft checklist and submitted to the EAA. The Contractor will conduct a kickoff meeting/teleconference with the EAA to go over the checklist, discuss revisions, and coordinate the site schedule.

#### Task 2 – Site Visits to Ten (10) Properties

The EAA will reach out to the tank owners and inform them that the Contractor will be conducting site visits and relate to them the reasons for this activity. It is the EAA's intent to make it very clear that these visits are not compliance-related and are not the commencement of enforcement actions. EAA will schedule all site appointments with the owners and escort the Contractor on all site visits. Visits will be conducted during normal working hours, Monday through Friday.

The Contractor expects to conduct all site visits during the period of one working week, or less. The calculated hours required for this task are based on the following assumptions:

TRAVEL	MILES	RATE	TOTAL	HOURS (PER PERSON)
Preliminary inspection of Buda facility	71	\$0.545	\$38.70	1.5
Austin to San Antonio San Antonio to Hondo Three Hondo tanks To hotel in Hondo	233	\$0.545	\$126.99	4.75
Hondo to Knippa Seven Knippa tanks To hotel in Uvalde	58	\$0.545	\$31.61	1.50
Ten Uvalde tanks Return to hotel	70	\$0.545	\$38.15	2.00
Four Uvalde tanks Return to Austin	190	\$0.545	\$103.55	3.50
<b>TOTAL</b>	<b>622</b>		<b>\$339.00</b>	<b>13.25</b>

The time on site (for one person) is tabulated below. These hours include:

- One (1) hour per tank preparation time to review available data for site and mark up the checklist with site-specific questions;
- Ninety (90) minutes of on-site time for each tank to:
  - Measure tanks
  - Inspect surfaces (access on ladder)
  - Inspect beneath skid tank, using a borescope or other tool, for signs of leakage
  - Measure out available space for tank and containment
  - Look for obvious karst infiltration points

TIME (PER PERSON)	# OF TANKS	HOURS (PER PERSON)	TOTAL
Site Preparation	24	1	24
Site Visit	24	1.5	36
<b>TOTAL</b>			<b>60</b>

The Contractor will also include three (3) hours per day to compile field notes and photographs, and to prepare and issue a field status report of findings.

The table below estimates the per-person per diem for the week:

PER DIEM	RATE	# (PER PERSON)	TOTAL
Hotel	\$91.00	3	\$273.00
Meals and Incidentals	\$51.00	4	\$204.00
<b>Total</b>	<b>\$142.00</b>		<b>\$477.00</b>

Note: The Contractor will send two (2) personnel to the field, so the number of hours will be doubled.

Task 3 – Research Secondary Containment Options/Vendor Costs

The Contractor will gather information on secondary containment options and estimated costs for purchase and installation. Data gathering will include:

- Ballpark costs for removing and remounting tanks, installation of concrete enclosures, double-walled tanks and piping, enclosure roofing to exclude water from the secondary containment, and other vendor data;
- Desktop (literature and vendor) research on creative/innovative secondary containment options. These options can also include simpler solutions (e.g., moving the tank out of recharge zone, reducing tank capacity to under 500 gal, etc.);
- Conversation, if possible, with USEPA on lessons-learned for farm tanks such as those in this project;
- Consultation with a Texas Professional Engineer who specializes in tanks and tank enclosures; and
- Consultation with others, as needed and available.

#### Task 4 – Draft Report and Develop Recommendations

The Contractor will:

- Prepare a brief narrative of the project approach and methods;
- Develop a site analysis report with recommendations on how each AST system could achieve necessary containment requirements under EAA rules for each AST system.
- Identify tanks that may require integrity testing;
- Draft a ranking matrix to prioritize the sites for future funding;
- Develop weighting factors to score the priority of each site;
- Assign a 'priority' ranking score to each AST system based on the system's overall condition and potential to fail;
- Identify any recognized Karst features;
- Discuss the ranking matrix and weighting with EAA and incorporate comments and edits;
- Provide site-specific recommendations. Some sites may require a double set of recommendations: one for if the tank passes integrity testing; and one for if it does not.
- Recommendations will be tailored to each site, based upon cost, site findings, and site layout. Note: the tanks may or may not be adjacent to each other on sites where more than one tank is present; and
- Format the report to include summary tables and data analysis, in addition to individual site-specific sheets that can be pulled out of the report and given to each owner;

#### Task 5 – Unit cost for up to ten (10) additional tanks (if required)

The Contractor has developed a unit cost for up to ten (10) additional tanks. These costs were developed as follows:



Mobilization – once per trip	\$829.83
Site/Report – once per tank	\$623.40
Per diem – one per five tanks	\$193.00
Mileage – one per tank	\$16.35

Note: These costs are per tank and not per site.

Tanks	1	2	3	4	5	6	7	8	9	10
Mobilization	\$829.83	\$829.83	\$829.83	\$829.83	\$829.83	\$829.83	\$829.83	\$829.83	\$829.83	\$829.83
Site Visit/Report	\$623.40	\$1,246.80	\$1,870.20	\$2,493.60	\$3,117.00	\$3,740.40	\$4,363.80	\$4,987.20	\$5,610.60	\$6,234.00
Per diem					\$193.00	\$193.00	\$193.00	\$193.00	\$193.00	\$386.00
Mileage	\$16.35	\$32.70	\$49.05	\$65.40	\$81.75	\$98.10	\$114.45	\$130.80	\$147.15	\$163.50
<b>Total</b>	<b>\$1,469.58</b>	<b>\$2,109.33</b>	<b>\$2,749.08</b>	<b>\$3,388.83</b>	<b>\$4,226.58</b>	<b>\$4,861.33</b>	<b>\$5,501.08</b>	<b>\$6,140.83</b>	<b>\$6,780.58</b>	<b>\$7,613.33</b>

#### Task 6 – Meet with EAA to present/discuss Draft Report

The Contractor will meet with EAA personnel to present and discuss the draft report. Presentation will be at the EAA offices.

#### Task 7 – Incorporate EAA comments, Prepare Final Report

Upon receipt of EAA comments, the Contractor will prepare the final report. There will be a single report, with individual and site-specific cut-sheets for each site.

### PROJECT SCHEDULE

The following is a proposed schedule of tasks. Note that this may change depending on availability of EAA staff, The Contractor staff, and the property owners.

<b>TASK</b>	<b>START</b>	<b>END</b>
Proposal to EAA	May 25	May 25
EAA Board Meeting; NTP	June 13	June 13
EAA to Schedule Site Visits and Contractor to deliver draft checklist	June 18	June 22
Site Visits	July 9	July 13
Short Report of Site Visit Findings	July 27	July 27
Baer to Send Draft Report	September 10	September 10
EAA Review of Draft Report	September 10	September 21
Baer to Send Final Report	October 8	October 8

### FEES

The Contractor has prepared the following table of fees, presented by task. The time and materials included in each task are broken out in the attachment. The Contractor will complete each task in accordance with the terms and conditions of our contract with EAA. If this scope of work, schedule, and table of fees meet with your approval, please provide us with a work authorization. We will invoice each task as a lump sum, with progress billings on a monthly basis. The Contractor will not exceed this budget without prior written authorization from the EAA.

	<b>TASK</b>	<b>FEE</b>
Task 1	Develop Site Checklist / Plan Site Visits	\$ 5,813.04
Task 2	Site Visits to Ten (10) Properties	20,901.12
Task 3	Research Secondary Containment Options / Vendor Costs	10,129.92
Task 4	Draft Report and Develop Recommendations	15,729.12
Task 5	Unit Cost for up to Ten (10) Additional tanks (if required)	See Task 5
Task 6	Meet with EAA to Present / Discuss Draft Report	2,359.20
Task 7	Incorporate EAA Comments / Prepare Final Report	1,688.04
<b>TOTAL</b>		<b>\$56,620.44</b>

#### LIMITATIONS

If site conditions and/or number and condition of tanks are not as presented, the Contractor will propose a change in scope of services.

## EXHIBIT B BUDGET ESTIMATE

### Task 1 Develop Site Checklist/Plan Site Visits

Review the EAA rules, compliance checklists and example documents provided by the EAA	Engineer in Training I (0-5)	\$ 95.94	12	\$ 1,151.28
Overview of documentation, meetings to develop checklist	Managing Engineer VI (25+)	153.42	4	613.68
Prepare draft Site Checklist	Engineer in Training I (0-5)	95.94	4	383.76
Review site-specific data for each tank, provided by EAA	Engineer in Training I (0-5)	95.94	20	1,918.80
Review, QC, and modify draft Site Checklist, project management, planning	Managing Engineer VI (25+)	153.42	4	613.68
Kickoff meeting with EAA	Managing Engineer VI (25+)	153.42	3	460.26
Kickoff meeting with EAA	Engineer in Training I (0-5)	95.94	3	287.82
Modify draft Checklist, based on site-specific data and input from EAA	Engineer in Training I (0-5)	95.94	4	383.76
				<b>\$ 5,813.04</b>

### Task 2 Site Visits to Ten (10) Properties

Travel time	Managing Engineer VI (25+)	\$ 153.42	13.3	\$ 2,032.82
Travel time	Engineer in Training I (0-5)	95.94	13.3	1,271.21
On-site and preparation time	Managing Engineer VI (25+)	153.42	60	9,205.20
On-site and preparation time	Engineer in Training I (0-5)	95.94	60	5,756.40
Compile field notes and photographs	Engineer in Training I (0-5)	95.94	8	767.52
Prepare and issue field status report of findings	Managing Engineer VI (25+)	153.42	4	613.68
Per diem (hotel @ federal rates for Uvalde County)	2 people for 3 nights	91.00	6	546.00
Per diem (meals, incidentals @ federal rates for Uvalde County)	2 people for 4 days	51.00	8	408.00
Mileage	Federal rate per mile	0.545	551	300.30
				<b>\$ 20,901.12</b>

### Task 3 Research Secondary Containment Options / Vendor Costs

Research vendor options and contact for cost estimates	Engineer in Training I (0-5)	\$ 95.94	40	\$ 3,837.60
Discussion with USEPA	Managing Engineer VI (25+)	153.42	4	613.68
Gather estimated costs for known secondary containment options	Engineer in Training I (0-5)	95.94	40	3,837.60
Consultation with various specialists	Managing Engineer VI (25+)	153.42	12	1,841.04
				<b>\$ 10,129.92</b>

### Task 4 Draft Report and Develop Recommendations

Prepare project narrative	Engineer in Training I (0-5)	\$ 95.94	4	\$ 383.76
Identify tanks that may require integrity testing	Managing Engineer VI (25+)	153.42	8	1,227.36
Draft ranking matrix and weighting factors	Managing Engineer VI (25+)	153.42	8	1,227.36
Draft ranking matrix and weighting factors	Engineer in Training I (0-5)	95.94	16	1,535.04
Discuss matrix and weighting with EAA. Incorporate comments and edits	Managing Engineer VI (25+)	153.42	4	613.68
Provide site-specific recommendations.	Managing Engineer VI (25+)	153.42	36	5,523.12
Provide site-specific recommendations.	Engineer in Training I (0-5)	95.94	48	4,605.12
QA/QC	Principal Scientist	153.42	4	613.68
				<b>\$ 15,729.12</b>

Task 5 Unit Cost of up to Ten (10) Additional Sites (if required)

Travel time - mobilization
Travel time - mobilization
Mileage - mobilization
On-site and preparation time
On-site and preparation time
Compile field notes and photographs
Prepare and issue field status report of findings
Prepare project narrative
Identify tanks that may require integrity testing
Provide site-specific recommendations.
Provide site-specific recommendations.
QA/QC
Mileage - per tank site
Per diem (hotel @ federal rates for Uvalde County)
Per diem (meals, incidentals @ federal rates for Uvalde County)

Task 6 Meet with EAA to Present / Discuss Draft Report

Travel time
Travel time
Meeting at EAA Offices
Meeting at EAA Offices
Project management and project wrap-up

Task 7 Incorporate EAA Comments / Prepare Final Report

Reporting
Reporting
QA/QC

Managing Engineer VI (25+)	\$ 153.42	3	\$ 460.26
Engineer in Training I (0-5)	95.94	3	287.82
Federal rate per mile	0.545	150	81.75
One time per mobilization			<b>\$ 829.83</b>
Managing Engineer VI (25+)	\$ 153.42	2.5	\$ 383.55
Engineer in Training I (0-5)	95.94	2.5	239.85
Engineer in Training I (0-5)	95.94	1	95.94
Managing Engineer VI (25+)	153.42	0.5	76.71
Engineer in Training I (0-5)	95.94	0.5	47.97
Managing Engineer VI (25+)	153.42	0.5	76.71
Managing Engineer VI (25+)	153.42	1.5	230.13
Engineer in Training I (0-5)	95.94	2	191.88
Principal Scientist	153.42	0.5	76.71
Site/Report			<b>\$ 623.40</b>
Federal rate per mile	0.545	30	<b>\$ 16.35</b>
2 people for 1 nights	\$91.00	1	91
2 people for 2 days	51.00	2	102
Per diem			<b>\$ 193.00</b>
Managing Engineer VI (25+)	\$ 153.42	3	\$ 460.26
Engineer in Training I (0-5)	95.94	3	287.82
Managing Engineer VI (25+)	153.42	4	613.68
Engineer in Training I (0-5)	95.94	4	383.76
Managing Engineer VI (25+)	153.42	4	613.68
			<b>\$ 2,359.20</b>
Engineer in Training I (0-5)	\$ 95.94	8	\$ 767.52
Managing Engineer VI (25+)	153.42	4	613.68
Principal Scientist	153.42	2	306.84
			<b>\$ 1,688.04</b>
			<b>\$ 56,620.44</b>

**EXHIBIT C**  
**LABOR CATEGORIES AND PERSONNEL CHART**

<b>Standard Titles</b>	<b>Name</b>	<b>TX Lic. No</b>	<b>Discipline</b>	<b>Rate</b>
Key Personnel	Therese Baer		Principal	\$153.42
Key Personnel	Rosemary			\$153.42
Managing Engineer VI (25+)				\$153.42
Project Coordinator			Project Administrator	\$153.42
Supervisory Engineer III (12-15)				\$151.09
Professional Engineer V (20-25)				\$149.82
Managing Scientist V (20-25)				\$149.17
Professional Engineer I (4-8)				\$146.20
Scientist Associate II (5-10)			Asbestos Consultant	\$136.04
Scientist Associate II (5-10)			PG, PE, Pro. Archaeologist	\$131.46
Scientist Associate II (5-10)				\$127.36
Scientist Associate II (5-10)			Mold Assessment Consultant	\$118.00
Scientist Technician II (5-10)			Project Manager	\$112.89
Scientist Technician I (1-5)			Asbestos/Lead Inspector	\$105.52
Administrative Assistant VI (25+)				\$104.68
Engineer in Training I (0-5)				\$95.94
Scientist Technician I (1-5)			Field Scientist, Archaeology or Environmental	\$106.21
Scientist Technician II (5-10)			Asbestos PM/Monitoring Technician	\$95.07
Scientist Associate I (0-5)			Staff Scientist, Archaeology or Environmental	\$89.84
GIS Technician I (1-5)				\$85.78
CADD Technician I (1-5)				\$74.17
Scientist Technician I (1-5)			Field Technician	\$68.62
Administrative Assistant II (5-10)				\$68.36



EXHIBIT D  
PRELIMINARY FACILITIES LIST

Tank#	Tank Vol.	Tank Type	Content	Tank Status	Lat Dec	Long Dec	Entity Name
1	5,000	Single Wall	Diesel	Active	29.398303	-99.729367	A & S Ranch, Ltd.
2	500	Single Wall	Diesel	Active	29.398303	-99.729367	A & S Ranch, Ltd.
3	500	Single Wall	Gasoline	Active	29.398068	-99.729297	A & S Ranch, Ltd.
4	4,000	Single Wall	Diesel	Active	29.372000	-99.718056	A & S Ranch, Ltd.
5	3,000	Single Wall	Diesel	Active	29.364722	-99.710500	A & S Ranch, Ltd.
6	4,500	Single Wall	Diesel (out of service)	Empty	29.364638	-99.710460	A & S Ranch, Ltd.
8	4,000	Single Wall	Diesel (out of service)	Empty	29.389042	-99.705139	A & S Ranch, Ltd.
1	500	Single Wall	Diesel	Active	29.44801	-99.67129	Annandale Ranch Partnership dba Blanco Farm
2	500	Single Wall	Diesel	Active	29.44801	-99.67129	Annandale Ranch Partnership dba Blanco Farm
3	500	Single Wall	Gasoline	Active	29.44801	-99.67129	Annandale Ranch Partnership dba Blanco Farm
4	500	Single Wall	Gasoline	Active	29.44801	-99.67129	Annandale Ranch Partnership dba Blanco Farm
1	2,000	Single Wall	Diesel	Active	29.353667	-99.692472	Bruce Gilleland and wife, Linda Gilleland
2	6,000	Single Wall	Diesel	Active	29.360832	-99.692187	Bruce Gilleland and wife, Linda Gilleland
3	2,000	Single Wall	Diesel	Active	29.360832	-99.692187	Bruce Gilleland and wife, Linda Gilleland
1	500	Single Wall	Diesel	Active	29.979130	-97.915784	David Laverne Allen and Shareen Elithe Allen

1	600	?	Diesel	Active	29.412139	-99.670722	Deep Spring Ranch, Ltd.
1	974	Single Wall	Diesel (out of service)	Empty	29.458500	-99.109667	Shirley Seewald
2	544	Single Wall	Diesel (out of service)	Empty	29.458500	-99.109667	Shirley Seewald
1	1,000	Single Wall	Diesel (out of service)	Empty	29.456767	-99.182110	George D. Koch
1	6,000	Single Wall	Diesel	Active	29.367700	-99.686100	Gilleland Land Co., LP
1	984	?	Diesel	Active	29.34143	-99.82116	Rancho La Cochina
2	520	?	Gasoline	Active	29.34143	-99.82119	Rancho La Cochina
1	6,000	Single Wall	Diesel	Active	29.355833	-99.681666	Weldon Gilleland and wife, Judie M. Gilleland
2	4,000	Single Wall	Diesel	Active	29.351444	-99.679249	Weldon Gilleland and wife, Judie M. Gilleland
No. of Tanks	Gallons						
24	54,622						