

## Task Order

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In accordance with Paragraph 1.01 of the Agreement Between Owner and Engineer for Professional Services – Task Order Edition, dated September 18, 2017 ("Agreement"), Owner and Engineer agree as follows:

### 1. Background Data

- a. Effective Date of Task Order: \_\_\_\_\_, 2017
- b. Owner: City of Kyle
- c. Engineer: CP&Y, Inc.
- d. Specific Project (title): Indian Paintbrush Lift Station Improvements
- e. Specific Project (description): Review the existing capacity of the Indian Paintbrush Lift Station and wet well and review rehabilitation alternatives to upgrade the lift station and associated force main to a proposed firm capacity of 2.8 million gallons per day (MGD).

### 2. Services of Engineer

A. The specific services to be provided or furnished by Engineer under this Task Order are:

- Study and Report Services (Exhibit A, Part 1)

### 3. Additional Services

A. Additional Services that may be authorized or necessary under this Task Order are:

- Set forth as Additional Services in Part 2—Additional Services, of Exhibit A, "Engineer's Services for Task Order," modified for this specific Task Order, and attached to and incorporated as part of this Task Order.

### 4. Owner's Responsibilities

Owner shall have those responsibilities set forth in Article 2 of the Agreement and in Exhibit B of this Task Order.

### 5. Task Order Schedule

In addition to any schedule provisions provided in Exhibit A or elsewhere, the parties shall meet the following schedule:

<u>Party</u>	<u>Action</u>	<u>Schedule</u>
Engineer	Furnish five (5) review copies of the Draft Report to Owner.	Within 100 days of the Effective Date of the Task Order.
Owner	Submit comments regarding Draft Report to Engineer.	Within 14 days of the receipt of Draft Report.
Engineer	Furnish five (5) copies of the Final Report to Owner.	Within 21 days of receipt of the Owner's comments regarding the Draft Report.

## 6. Payments to Engineer

A. Owner shall pay Engineer for services rendered under this Task Order as follows:

Description of Service	Amount	Basis of Compensation
1. Basic Services (Part 1 of Exhibit A)		
a. Study and Report Phase (A1.01)	\$53,928.50	Lump Sum
<b>TOTAL COMPENSATION (lines 1.a)</b>	\$53,928.50	
2. Additional Services (Part 2 of Exhibit A)	(N/A)	(N/A)

B. The terms of payment are set forth in Article 4 of the Agreement and in the applicable governing provisions of Exhibit C.

7. **Consultants retained as of the Effective Date of the Task Order:** None.

8. **Other Modifications to Agreement and Exhibits:** None.

9. **Attachments:** Exhibit A, Exhibit B, Exhibit C.

10. **Other Documents Incorporated by Reference:** None.

## 11. Terms and Conditions

Execution of this Task Order by Owner and Engineer shall make it subject to the terms and conditions of the Agreement (as modified above), which Agreement is incorporated by this reference. Engineer is authorized to begin performance upon its receipt of a copy of this Task Order signed by Owner.

The Effective Date of this Task Order is \_\_\_\_\_, 2017.

OWNER:  
CITY OF KYLE

ENGINEER:  
CP&Y, Inc.

By: \_\_\_\_\_

By: \_\_\_\_\_

Print  
Name: Travis Mitchell

Print  
Name: James J. Roohms

Title: Mayor

Title: Chief Operating Officer

Engineer License or Firm's  
Certificate No. (if required): F-1741  
State of: Texas

DESIGNATED REPRESENTATIVE FOR TASK ORDER:

DESIGNATED REPRESENTATIVE FOR TASK ORDER:

ATTEST: \_\_\_\_\_  
Jennifer Vetrano, City Secretary

Name: Ryan Owen

Address: P.O. Box 40, Kyle, Texas 78740

Title: Project Manager

Address: 13809 Research Blvd., Ste. 300  
Austin, TX 78750

E-Mail  
Address: rowen@cpyi.com

Phone: (512) 492-6823

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### Task Order Form

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## **Engineer's Services for Task Order**

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### **PART 1—BASIC SERVICES**

#### *A1.01 Study and Report Phase Services*

As Basic Services, Engineer shall:

##### **A. PROJECT MANAGEMENT**

1. Project Progress Meetings: Attend, conduct and document up to three (3) project meetings. Prepare meeting minutes including action item list.
2. Project Administration: Internal design team meetings and perform project administration. Develop monthly project status report to be submitted with monthly invoices.

##### **B. PRELIMINARY ENGINEERING REPORT**

The Preliminary Engineering Report (PER) evaluation will be based on available record documents and available design documents. Topographic survey, subsurface utility engineering (SUE), physical modeling, surge analysis, easement preparation and geotechnical engineering are not included in this phase of work.

1. Data Review and Coordination
  - (a) Review record drawings, past wastewater master plan reports and modeling data, and available design documents for lift station and connecting pipelines.
  - (b) Review and compile GIS data provided by City for evaluation and use in creating exhibits.
2. Existing Lift Station Evaluation
  - (a) Existing Pump and Force Main Capacity
    - (i) Based on record drawings of existing lift station and force main, develop hydraulic model utilizing head loss calculations in Excel spreadsheet. Review capacity of existing pumps versus calculated total head using existing pump curves provided by the City. Evaluation will be based on both one (1) and two (2) pumps in operation, and at low water level and high water level in the wet well. The City will provide current and projected flow data. Peak flow projections are anticipated to be 2.8 MGD.
    - (ii) Evaluate existing force main for proposed flow capacity and velocity impacts from proposed pump scenario. Evaluation of the influent gravity lines are not included in this scope of work.
  - (b) Existing Wet Well Capacity
    - (i) Calculate the capacity of the existing wet well based on elevations and dimensions provided in the lift station record drawings in accordance with TCEQ 217.60 "Lift Station, Wet Well and Dry Well Designs" and City of Kyle Engineering Design Guidelines.
3. Rehabilitation Alternatives
  - (a) Develop up to two (2) alternatives based on findings of existing lift station evaluation.
    - (i) If existing lift station wet well is found to be undersized for the proposed capacity, rehabilitation alternatives will include expanding the existing wet well and reviewing site options for a new wet well location.
    - (ii) Evaluate pump configurations and alternatives.

- (iii) Evaluate proposed force main improvements.
  - (iv) It is anticipated that improvements will include at minimum replacing existing pumps and ductile iron discharge piping, valves and appurtenances.
- (b) Electrical and Control Requirements
  - (i) Review existing electrical and SCADA equipment, and provide summary of existing equipment.
  - (ii) Provide recommended electrical and control improvements needed to accommodate proposed lift station design improvements. The intent will be to maintain existing capabilities and communication with no major upgrades to the system except for those required to operate the proposed improvements.
  - (iii) Evaluate generator replacement.
- (c) Odor Control
  - (i) Review existing odor control system and provide recommendations for odor control improvements.
- (d) Property Constraints
  - (i) Review available property and existing easements for rehabilitation alternatives, and identify temporary and permanent easements which may be needed for the proposed project.
  - (ii) Review 100-Year floodplain based on FEMA flood maps.
- (e) Develop general sequence of construction for recommended alternative.
- (f) Develop Opinion of Probable Construction Costs (OPCC) for each alternative.
- 4. Preliminary Engineering Report
  - (a) Develop draft PER summarizing the findings and recommendations of this Task.
  - (b) Prepare figures based on available record drawings and GIS data identifying existing conditions and Rehabilitation Alternatives.
  - (c) Incorporate comments from City and submit final PER.

## **PART 2—ADDITIONAL SERVICES**

### **A2.01 *Additional Services Requiring an Amendment to Task Order***

- A. Work not described in the basic services must be approved by supplemental amendment by the City before the Engineer undertakes it. If the Engineer is of the opinion that any work is beyond the scope of this Contract and constitutes additional work, the Engineer shall promptly notify the Owner of that opinion, in writing. In the event the City finds that such work does constitute additional work, then the City shall so advise the Engineer, in writing, and shall provide extra compensation to the Engineer for the additional work as provided under a supplemental agreement.

This is **EXHIBIT B**, consisting of 3 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services – Task Order Edition** dated September 18, 2017.

## **Owner's Responsibilities**

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Article 2 of the Agreement is amended and supplemented to include the following responsibilities unless expressly stated otherwise in a Task Order.

### **B2.01 *Specific Responsibilities***

#### **A. Owner shall:**

1. Provide record drawing and available design information for Indian Paintbrush Lift Station, connecting gravity interceptor(s), and force main, including existing pump curves and technical pump data.
2. Provide current Wastewater Collection System Master Plan data needed to model projected design flows.
3. Provide access to the project site.
4. Provide Engineer with all criteria and full information as to Owner's requirements for the Specific Project, including design objectives and constraints, space, capacity and performance requirements, flexibility, and expandability, and any budgetary limitations.
5. Furnish to Engineer any other available information pertinent to the Specific Project including reports and data relative to previous designs, construction, or investigation at or adjacent to the Site.
6. Following Engineer's assessment of initially-available Specific Project information and data and upon Engineer's request, obtain, furnish, or otherwise make available (if necessary through title searches, or retention of specialists or consultants) such additional Project-related information and data as is reasonably required to enable Engineer to complete its Basic and Additional Services. Such additional information or data would generally include the following:
  - a. Property descriptions.
  - b. Zoning, deed, and other land use restrictions.
  - c. Utility and topographic mapping and surveys.
  - d. Property, boundary, easement, right-of-way, and other special surveys or data, including establishing relevant reference points.

- e. Explorations and tests of subsurface conditions at or adjacent to the Site; geotechnical reports and investigations; drawings of physical conditions relating to existing surface or subsurface structures at the Site; hydrographic surveys, laboratory tests and inspections of samples, materials, and equipment; with appropriate professional interpretation of such information or data.
  - f. Environmental assessments, audits, investigations, and impact statements, and other relevant environmental, historical, or cultural studies relevant to the Specific Project, the Site, and adjacent areas.
  - g. Data or consultations as required for the Project but not otherwise identified in this Agreement.
- 7. Arrange for safe access to and make all provisions for Engineer to enter upon public and private property as required for Engineer to perform services under the Agreement.
  - 8. Recognizing and acknowledging that Engineer's services and expertise do not include the following services, provide, as required for the Project:
    - a. Accounting, bond and financial advisory (including, if applicable, "municipal advisor" services as described in Section 975 of the Dodd-Frank Wall Street Reform and Consumer Protection Act (2010) and the municipal advisor registration rules issued by the Securities and Exchange Commission), independent cost estimating, and insurance counseling services.
    - b. Legal services with regard to issues pertaining to the Project as Owner requires, Contractor raises, or Engineer reasonably requests.
    - c. Such auditing services as Owner requires to ascertain how or for what purpose Contractor has used the money paid.
  - 9. Provide the services of an independent testing laboratory to perform all inspections, tests, and approvals of samples, materials, and equipment required by the Construction Contract Documents (other than those required to be furnished or arranged by Contractor), or to evaluate the performance of materials, equipment, and facilities of Owner, prior to their incorporation into the Work with appropriate professional interpretation thereof. Provide Engineer with the findings and reports generated by testing laboratories, including findings and reports obtained from or through Contractor.
  - 10. Provide reviews, approvals, and permits from all governmental authorities having jurisdiction to approve all phases of the Project designed or specified by Engineer and such reviews, approvals, and consents from others as may be necessary for completion of each phase of the Project, including all coordination and permitting with Texas Commission on Environmental Quality (TCEQ).
  - 11. Advise Engineer of the identity and scope of services of any independent consultants employed by Owner to perform or furnish services in regard to the Project, including, but not limited to, cost estimating, project peer review, value engineering, and constructibility review.
  - 12. If more than one prime contract is to be awarded for the Work designed or specified by Engineer, other work is to be performed at or adjacent to the Site by others or by employees of Owner, or if

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**Exhibit B– Owner's Responsibilities**

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Owner arranges to have work performed at the Site by utility owners, then Owner shall coordinate such work unless Owner designates an individual or entity to have authority and responsibility for coordinating the activities among the various prime Contractors and others performing work. In such case Owner shall define and set forth the duties, responsibilities, and limitations of authority of such individual or entity and the relation thereof to the duties, responsibilities, and authority of Engineer as an attachment to this Exhibit B that is to be mutually agreed upon and made a part of this Agreement before such services begin.

13. Inform Engineer in writing of any specific requirements of safety or security programs that are applicable to Engineer, as a visitor to the Site.
14. Examine all alternative solutions, studies, reports, sketches, Drawings, Specifications, proposals, and other documents presented by Engineer (including obtaining advice of an attorney, risk manager, insurance counselor, financial/municipal advisor, and other advisors or consultants as Owner deems appropriate with respect to such examination) and render in writing timely decisions pertaining thereto.
15. Inform Engineer regarding any need for assistance in evaluating the possible use of Project Strategies, Technologies, and Techniques, as defined in Exhibit A.
16. Advise Engineer as to whether Engineer's assistance is requested in identifying opportunities for enhancing the sustainability of the Project.
17. Place and pay for advertisement for Bids in appropriate publications.
18. Furnish to Engineer data as to Owner's anticipated costs for services to be provided by others (including, but not limited to, accounting, bond and financial, independent cost estimating, insurance counseling, and legal advice) for Owner so that Engineer may assist Owner in collating the various cost categories which comprise Total Project Costs.



This is **EXHIBIT C**, consisting of 2 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services – Task Order Edition** dated September 18, 2017.

## **Payments to Engineer for Services and Reimbursable Expenses**

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Article 2 of the Agreement is amended and supplemented to include the following agreement of the parties:

### **ARTICLE 2 – OWNER'S RESPONSIBILITIES**

#### **C2.01** *Explanation of Compensation Method*

##### **A.** *Lump Sum*

1. Owner shall pay Engineer a Lump Sum amount for the specified category of services as shown on the following page.
2. The Lump Sum includes compensation for Engineer's services and services of Consultants, if any. The Lump Sum constitutes full and complete compensation for Engineer's services in the specified category, including labor costs, overhead, profit, expenses (other than those expenses expressly eligible for reimbursement, if any), and Consultant charges.
3. The portion of the Lump Sum amount billed for Engineer's services will be based upon Engineer's estimate of the proportion of the total services actually completed during the billing period to the Lump Sum.

**Indian Paintbrush Lift Station Improvements  
City of Kyle**

Fee Schedule/Budget

Project Phase	Task Description	Principal	Senior Engineer	Project Manager	Project Engineer	EIT	CAD Technician	Admin	Total Labor Hours	Total Direct Labor Costs	Expenses*	Total Cost by Phase
		\$200.00	\$175.00	\$165.00	\$135.00	\$95.00	\$78.00	\$68.00				
<b>A.</b>	<b>PROJECT MANAGEMENT</b>											<b>\$ 5,214.00</b>
A.1.	Project Progress Meetings			8	12				20	\$ 2,940.00	\$ 66.00	
A.2.	Project Administration			6	6			6	18	\$ 2,208.00		
<b>B.</b>	<b>PRELIMINARY ENGINEERING</b>											<b>\$ 48,714.50</b>
B.1.	Data Review and Coordination			2	4	4	4	2	16	\$ 1,698.00		
B.2.	Existing Lift Station Evaluation	2	4	8	24	32			70	\$ 8,700.00		
B.3.a	Rehabilitation Alternatives	2	6	12	16	16	12		64	\$ 8,046.00		
B.3.b	Electrical and Control Requirements		12	4	12	12			40	\$ 5,520.00		
B.3.c	Odor Control		2	2	8	8			20	\$ 2,520.00		
B.3.d	Property Constraints			2	4	4	4		14	\$ 1,562.00		
B.3.e	Sequence of Construction		2	2	2	4			10	\$ 1,330.00		
B.3.f	Opinion of Probable Construction Cost		4	2	8	12			26	\$ 3,250.00		
B.4.	Preliminary Engineering Report	2	16	16	24	40	40		138	\$ 16,000.00	\$ 88.50	
		6	46	64	120	132	60	8	436	\$ 53,774.00	\$ 154.50	\$ 53,928.50

\*Includes Printing and Mileage