

RIVERBEND RESOLUTION NO. 20210127-01

AUTHORIZING THE EXECUTIVE DIRECTOR/CEO TO ENTER INTO NEGOTIATIONS AND EXECUTE AN INTERLOCAL AGREEMENT/CONTRACT FOR ENGINEERING SERVICES

WHEREAS, Riverbend Water Resources District is a conservation and reclamation district created under and essential to accomplish the purposes of Section 59 Article XVI, Texas Constitution, existing pursuant to and having the powers set forth in Chapter 9601 of the Special District Local Laws Code of the State of Texas; and

WHEREAS, Riverbend Water Resources District has a need for engineering design services as well as construction management to rehabilitate two drying beds at the Ron Collins Wastewater facility; and

WHEREAS, KSA Engineers, Inc. provides the needed engineering design services and construction management for the rehabilitation of the drying beds at the Ron Collins Wastewater facility.

NOW, THEREFORE, BE IT RESOLVED that the Board of Directors of the Riverbend Water Resources District hereby authorizes the Executive Director/CEO to negotiate and enter into an agreement for Engineering Services with KSA Engineers, Inc. to complete design work and construction management on the rehabilitation on two drying beds located at the Ron Collins Wastewater facility. This contract is not to exceed an amount of \$40,000. Any agreement must be reviewed and approved by general counsel.

PASSED and APPROVED this 27th day of January 2021

Sonja Hubbard, President

ATTEST:

Marshall Wood, Secretary

Marshallwood

Attached: KSA Task Order

TASK ORDER FORM

This is Task	COrder No. RWR.009
	consisting of 7 pages
dated	

KSA Project Number: RWR.009

Owner Project (or Purchase Order) Number:

Project Name: X-Plant Drying Beds Rehabilitation

In accordance with paragraph 1.01 of the Standard Form of Agreement Between Owner and Engineer for Professional Services – Task Order Edition, dated February 26, 2018 ("Agreement"), Owner and Engineer agree as follows:

1. Specific Project Data

A. Owner: Riverbend Water Resources District

B. Title: X-Plant Drying Beds Rehabilitation

C. Description: Provide professional services for the development of plans and specifications and construction contract documents for the rehabilitation of 2 sludge drying beds at the Owner's X-Plant wastewater handling facility including preliminary design, final design, bidding phase services and construction phase services. The project's design will be based on information provided by the Owner and

The project consists of parital demolition of drying bed components, new concrete lined drying bed, bed underdrain system piping, gravel and sand, concrete access runners, and connection to existing drain line piping.

record drawing information. Field investigations, and surveys are not included.

Work outside of the rehabilitation of two dying beds is excluded from the project scope along with additional services excluded detailed herein.

D. Number of Construction Contracts:

2. Services of Engineer

- A. Provide the services in Exhibit A Schedule of Engineer's Services as outlined below:
 - a. Study and Report Phase:
 Not included.
 - b. Preliminary Design Phase:Engineer shall provide the services outlined in Paragraph A1.02 of the Agreement.
 - c. Final Design Phase:Engineer shall provide the services outlined in Paragraph A1.03 of the Agreement.
 - d. *Bidding or Negotiating Phase:*Engineer shall provide the services outlined in Paragraph A1.04 of the Agreement.
 - e. Construction Phase:

Engineer shall provide the services outlined in Paragraph A1.05 of the Agreement.

f. Commissioning Phase (or Operational Phase):
Not included.

B. Additional Services of ENGINEER: As noted below, the ENGINEER is hereby authorized to perform the following additional services as outlined in Exhibit A – Paragraphs 2.01 and 2.02:

Included	Excluded		
0	0	a.	Design Survey
C	0	b.	Grant or Loan Application
C	0	c.	Storm Water Pollution Prevention Plan
•	0	d.	Environmental Assessment
	0	e.	Environmental Information Document
C	0	f.	Resident Project Representative Services
	0	g.	Construction Survey (Baselines and Benchmarks)
C	C	h.	Geotechnical Investigation
	C	i.	Materials Testing
C	0	j.	Analytical Testing
O		k.	Reimbursable Expenses (Mileage, Printing, Postage & etc.)
	0	1.	Easement or Boundary Surveys
	٥	m.	Easement or Boundary Descriptions
•	٥	n.	Land Acquisition Services
	0	0.	TxDOT Utility Installation Request Applications
	0	p.	Operation and Maintenance Manual
0	•	q.	Other: TCEQ Summary Transmittal Letter
	0	r.	Other: TCEQ Permit Amendment
	0	s.	Other: TCEQ Coordination
0		t.	Other: Construction Phase Consultation
C	0	u.	Other:
•	0	v.	Other:
C	0	w.	Other:

3. Owner's Responsibilities

Owner shall have those responsibilities set forth in Article 2 and in Exhibit B, except as modified by this Task Order.

4. Times for Rendering Services

Item	Calendar Days From Notice to Proceed
Notice to Proceed from Owner to KSA	0
Complete Preliminary Design Phase	30
Complete Final Design Phase	60
Complete Bidding Phase (Estimated)	90

Note:

Should review times exceed those identified above, the project schedule will be extended accordingly.

5. Payments to Engineer

A. Owner shall pay Engineer for services rendered as follows:

Work Task	Study & Report	Preliminary Design Phase	Final Design Phase	Bidding Phase	Construction Phase (See Note 2)	Commissioning Phase	Total	Payment Method (See Note 1)
Basic Services		\$10,000.00	\$6,500.00	\$5,000.00			\$21,500.00	
								Lump Sum
Subtotal		\$10,000.00	\$6,500.00	\$5,000.00			\$21,500.00	

Reimbursable Expenses				\$2,500.00	\$2,500.00	
Construction Coordination				\$10,000.00	\$10,000.00	Hourly Rate
						and Reimbursable Expenses
						Emperious
				Ф12 500 00	ф12 500 00	
Subtotal				\$12,500.00	\$12,500.00	
Total	\$10,000.00	\$6,500.00	\$5,000.00	\$12,500.00	\$34,000.00	

Notes:

¹ Payment Method: Fees shown for services to be provided on the basis of Hourly Rates and Reimbursable Expenses as shown in Par. 6 of this Task Order are estimated only and are not considered lump sum.

² Construction Phase Services assume a construction period of 60 consecutive calendar days. Construction phase fee and Reimbursable Expenses are not to exceed amounts without prior executed amendment. ENGINEER's work on this phase beyond the construction period will be billed at hourly rates.

6. Hourly Rates and Reimbursable Expenses Schedule

Rates for hourly work and reimbursable expenses effective on the date of this Agreement are:

Principal Senior Environmental Planner Environmental Planner Senior Aviation Planner Aviation Planner Senior Urban Design Planner Urban Design Planner Development Services Manager Electrical Engineer Mechanical Engineer Senior Project Manager Project Manager Project Manager Senior Project Engineer Project Engineer Senior Project Architect Project Architect Project Architect GIS Specialist Senior Engineering Technician Engineering Technician Senior Design Technician Senior Project Representative Senior CAD Technician CAD Technician CAD Technician Senior Project Representative - After Hours	\$260.00/hour \$215.00/hour \$170.00/hour \$120.00/hour \$168.00/hour \$15.00/hour \$195.00/hour \$175.00/hour \$175.00/hour \$175.00/hour \$10.00/hour \$140.00/hour \$140.00/hour \$140.00/hour \$140.00/hour \$140.00/hour \$140.00/hour \$140.00/hour \$140.00/hour \$140.00/hour \$140.00/hour \$15.00/hour \$100.00/hour
Mileage ATV (4-Wheeler) GPS Reimbursable Expenses (Travel, Lodging, Copies, Printing) Outside Consultants	\$ 0.58/mile \$100.00/day \$100.00/day Actual Cost Cost + 15%

NOTE: The Standard Hourly Rates and Reimbursable Expenses Schedule shall be adjusted annually as of January to reflect equitable changes in the compensation payable to Engineer.

7. 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 <u>F&B 3, 2021</u> OWNER: Riverbend Water Resources **ENGINEER:** District KSA Engineers, Inc. By: By: Joneie H. Yøung. Name: Kyle Dooley Name: Title: Executive Director/CEO Title: Director of Municipal Services Date Signed: Date Signed: Engineer License or Firm's Certificate No. F-1356 State of: Texas DESIGNATED REPRESENTATIVE FOR DESIGNATED REPRESENTATIVE FOR TASK TASK ORDER: ORDER: Name: Eli Hunt Name: Lanny Buck, P.E. Title: Operations Manager Title: Project Manager Address: 228 Texas Avenue, Suite A Address: 140 East Tyler Street New Boston, Texas 75503 Suite 600 Longview, TX 75455 E-Mail Address: elihunt@rwrd.org E-Mail Address: lbuck@ksaeng.com Phone: 903.831.0091 Phone: 903.236.7700 Fax: 903.231.0096 Fax: 888.224.9418