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EJCDC® E-505, Agreement between Owner and Engineer for Professional Services—Task Order Edition, is published in four parts: (1) the Main Agreement (general provisions governing all Task Orders); (2) the Exhibits to Main Agreement; (3) the Task Order Form (see below); and (4) the Exhibits to Task Order. The Main Agreement contains a Guidelines for Use section that pertains to all four parts of E-505.

AGREEMENT BETWEEN OWNER AND ENGINEER FOR PROFESSIONAL SERVICES— TASK ORDER EDITION

PART 3 OF 4: TASK ORDER FORM

Prepared by



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TASK ORDER NO. [2]

This is Task Order No. [2],
consisting of 5 pages.

In accordance with Paragraph 1.01, Main Agreement, of the Agreement Between Owner and Engineer for Professional Services—Task Order Edition dated [date], Owner and Engineer agree as follows:

1. TASK ORDER DATA

a.	Effective Date of Task Order:	
b.	Owner:	City of Spring Hill, Tennessee
c.	Engineer:	J.R. Wauford & Company, Consulting Engineers, Inc., an Ardurra Company
d.	Specific Project (title)	Columbia Interconnect Forcemain
e.	Specific Project (description):	Evaluation of unit processes, equipment, and operation of the Spring Hill WWTP
f.	Related Task Orders Supplemented by this Task Order: Superseded by this Task Order:	N/A

2. BASELINE INFORMATION

Baseline Information. Owner has furnished the following Specific Project information to Engineer as of the Effective Date of the Task Order. Engineer's scope of services has been developed based on this information. As the Specific Project moves forward, some of the information may change or be refined, and additional information will become known, resulting in the possible need to change, refine, or supplement the scope of services.

Specific Project Title: Columbia Interconnect Forcemain

Type and Size of Facility: 1.5 MGD Pumping Station and 12-Inch Forcemain

Task Order.

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Page 1 of 5

Description of Improvements:	Design of approximately 23,600 L.F. of 12-inch forcemain and addition of 1.5 MGD of pumping capacity to the Main SPS at the Spring Hill WWTP.
Expected Construction Start:	N/A
Prior Studies, Reports, Plans:	
Facility Location(s):	Spring Hill, Tennessee
Current Specific Project Budget:	
Funding Sources:	In-House Funds
Known Design Standards:	
Known Specific Project Limitations:	
Specific Project Assumptions:	
Other Pertinent Information:	

3. SERVICES OF ENGINEER ("SCOPE")

- A. The specific Basic Services to be provided or furnished by Engineer under this Task Order are:
- ☒ Exhibit A to Task Order, "Engineer's Services for Task Order," as attached to this specific Task Order. **[Attach a scope of services exhibit labeled "Exhibit A." This exhibit will often be based on E-505's published Exhibit A to Task Order, as modified for the specific Task Order; or at the user's option the exhibit may consist of an attached custom-drafted scope of services, or a scope of services set out in a separate document such as a letter or proposal.]**
- B. All of the services included above comprise Basic Services for purposes of Engineer's compensation under this Task Order, with the exception of Resident Project Representative Services, if any, which are compensated separately.
- C. Resident Project Representative (RPR) Services:
1. If the Scope established in Paragraph 2.A above includes RPR services, then Exhibit D to Task Order is expressly incorporated in this Task Order by reference.
- D. Additional Services: Services not expressly set forth as Basic Services in Paragraph 3.A above, and necessary services listed as not requiring Owner's written authorization, or requiring additional effort in an immediate, expeditious, or accelerated manner as a result of unanticipated construction events or Specific Project conditions, **[if more clarity is needed, identify specific situations qualifying as additional effort, such as those described in**

Task Order.

Exhibit A to Task Order, Paragraph 2.01] are Additional Services, and will be compensated by the method indicated for Additional Services in this Task Order. All other Additional Services require mutual agreement and may be authorized by amending the Task Order as set forth in Paragraph 8.05.B.2 of the Main Agreement, with compensation for such other Additional Services as set forth in the amending instrument.

4. DELIVERABLES SCHEDULE

- A. In submitting required Documents and taking other related actions, Engineer and Owner will comply with Exhibit B to Task Order, attached to this specific Task Order.

5. ADDITIONS TO OWNER'S RESPONSIBILITIES

- A. Owner shall have those responsibilities set forth in Article 2 of the Main Agreement, and the following supplemental responsibilities that are specific to this Task Order: **[State any supplementary Owner responsibilities applicable to this Task Order here.]**

6. TASK ORDER SCHEDULE

- A. In addition to any schedule provisions provided in Exhibit B or elsewhere, the parties shall meet the following schedule: **[Indicate "Not Applicable" if the schedule in Exhibit B, as modified for the specific Task Order, is sufficient.]**

Date	Action / Milestone	Comment

7. ENGINEER'S COMPENSATION

- A. The terms of payment are set forth in Article 4 of the Main Agreement.
- B. Owner shall pay Engineer for services rendered under this Task Order as follows:

Description of Service	Amount	Basis of Compensation
1. Basic Services	\$[]	[]
a. Phase or Subtask 1	\$45,000.00	Lump Sum
b. Phase or Subtask 2	\$485,000.00	Lump Sum
c. Phase or Subtask 3	\$[]	[]
d. Phase or Subtask 4*	\$[]	[]
2. Resident Project Representative Services*	\$[]	[]

Task Order.

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TOTAL COMPENSATION (items 1 and 2)	\$530,000.00	
3. Additional Services under Section 2.D above	(N/A)	[]

*Based on a [number]-month continuous construction period.

- C. Compensation items and totals based in whole or in part on Hourly Rates or Direct Labor are estimates only. Lump sum amounts and estimated totals included in the breakdown by phases incorporate Engineer's labor, overhead, profit, reimbursable expenses (if any), and Subconsultants' charges, if any. For lump sum items, Engineer may alter the distribution of compensation between individual phases (line items) to be consistent with services actually rendered, but shall not exceed the total lump sum compensation amount unless approved in writing by the Owner.

8. ENGINEER'S PRIMARY SUBCONSULTANTS FOR TASK ORDER, AS OF THE EFFECTIVE DATE OF THE TASK ORDER:

- A. [Identify primary Subconsultants]

9. EXHIBITS AND ATTACHMENTS:

- A. Exhibit A to Task Order—Engineer's Services Under Task Order
B. Exhibit B to Task Order—Task Order Deliverables Schedule

Execution of this Task Order by Owner and Engineer makes it subject to the terms and conditions of the Main Agreement and its exhibits and appendices, which Main Agreement, exhibits, and appendices are incorporated by this reference.

OWNER:

ENGINEER:

By: _____

By: _____

Print Name: Matt Fitterer _____

Print Name: J. Gregory Davenport _____

Task Order.

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Title: Mayor

Title: Vice-President

Engineer's License or Firm's
Certificate No. (if required): _____

State of: _____

DESIGNATED REPRESENTATIVE FOR TASK ORDER:

DESIGNATED REPRESENTATIVE FOR TASK ORDER:

Name: Carter Napier

Name: J. Gregory Davenport

Title: City Administrator

Title: Vice President

Address: City of Spring Hill
P. O. Box 789
Spring Hill, TN 37174

Address: Ardurra Group, Inc.
2835 Lebanon Pike
Nashville, TN 37214

E-Mail
Address: cnapier@springhilltn.org

E-Mail
Address: gdavenport@ardurra.com

Phone: 931-486-2252

Phone: 615-883-3243

Date: _____

Date: _____

Task Order.

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AGREEMENT BETWEEN OWNER AND ENGINEER FOR PROFESSIONAL SERVICES— TASK ORDER EDITION

PART 4 OF 4: EXHIBITS TO TASK ORDER

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EXHIBITS TO TASK ORDER NO. 2

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Article 1 of the Main Agreement, Services of Engineer, is supplemented to include the following provisions:

Engineer shall provide Basic and Additional Services as set forth below.

ARTICLE 1—BASIC SERVICES

1.01 Management of Engineering Services

- A. See Main Agreement, Paragraph 1.03.

1.02 Study and Report Phase

- A. Background

The City of Spring Hill owns and operates a wastewater treatment plant (WWTP) with a published design capacity of 5.0 million gallons per day (MGD). Due to effluent violations at the WWTP, the City is currently operating under the terms of Consent Order No. WPC25-0093. The City is currently implementing a moratorium on new sewer connections and is considering a connection with the City of Columbia Sanitary Sewer System to transport up to 1.5 MGD to Columbia for treatment. The City desires to employ the Engineer to provide services related to preparing plans and specifications for approximately 23,600 L.F. of new 12-inch forcemain and additions to the Main Sewage Pumping Station at the Spring Hill WWTP to convey 1.5 MGD to the Columbia Sewer System. The Engineers services are estimated to occur during a 24-week period which will culminate with the submission of plans and specifications to the Tennessee Department of Environment and Conservation.

- B. The Engineers scope of services shall be as follows:

1. Task No. 1 – Preliminary Engineering Services

- a. Scope of Work

The scope of work to be performed consists of the evaluation of the Main Sewage Pumping Station at the Spring Hill WWTP to determine necessary improvements,

additions or replacement necessary to meet the estimated future design conditions including the following scope:

- 1) Estimation of the future raw wastewater flows entering in the Main SPS.
- 2) Estimation of future onsite wastewater flow discharged to the Main SPS.
- 3) Evaluation of the existing wetwell, pumps, piping, electrical gear and generator to provide continued service at the Spring Hill WWTP considering estimated future design flows.
- 4) Determination of improvements required to the existing Main SPS to transport the estimated future design flows.
- 5) Determination of improvements required to construct a new Main SPS to transport the estimated future design flows.

2. Task No. 2 – Engineering Survey, Preparation of Technical Specifications, Construction Drawings and Contract Documents

a. Scope of Work

The scope of work to be performed consists of the preparation of Plans and Specifications for the following project:

- a. Additions to the Main Sewage Pumping Station at the Spring Hill WWTP capable of transporting 1.5 MGD to the City of Columbia Sewage collection system. The additions include three (3) submersible pumps capable of transporting 1.5 MGD each, new wetwell, piping, outside covered switchgear including three (3) reduced voltage starters, pump control panel, automatic transfer switch and standby generator
- b. Approximately 23,600 L.F. of new 12-inch forcemain routed along the west side of Mahlon Moore Road and southwest along an existing TVA row to an existing manhole owned by the City of Columbia and adjacent to Rutherford Creek.
- c. Preparation and submission of permit applications to the Tennessee Department of Environment and Conservation, Tennessee Valley Authority and U.S. Army Corps of Engineers.

b. Services to be Performed

- 1) The ENGINEER shall attend conferences with the OWNER or other interested parties as may be reasonably necessary.
- 2) The ENGINEER shall perform the necessary design surveys, accomplish the detailed design, and prepare specifications and contract documents. If, after the OWNER approves the proposed site or design, changes are made by the OWNER, the ENGINEER shall be paid the ENGINEER's standard hourly rates.
- 3) The ENGINEER shall consult with the OWNER during the Design, securing the OWNER'S input and approval. The ENGINEER shall present to the OWNER for comment Draft Plans and Specifications.

- 4) The ENGINEER shall, with the OWNER's concurrence, make such revisions to the Plans as may be required by the Tennessee Department of Environment and Conservation at no extra cost to the OWNER.
- 5) The Plans and Detailed Specifications furnished by the ENGINEER shall be approved by the OWNER and the STATE.
- 6) Prior to the advertisement for bids, the ENGINEER shall provide for each construction contract, digital copies detailed drawings, specifications, and contract documents for use by the OWNER, and appropriate Federal, State, and local agencies from whom approval of the project must be obtained. The cost of such drawings, specifications, and contract documents shall be included in the basic compensation paid to the ENGINEER.
- 7) The ENGINEER shall furnish digital copies of the drawings, specifications and contract documents as required by prospective bidders, material suppliers, and other interested parties, but may charge them for the reasonable cost of such copies. Upon award of the contract, the ENGINEER will furnish to the OWNER six (6) sets of the drawings, specifications and contract documents for execution. The cost of these sets shall be included in the basic compensation paid to the ENGINEER. Original documents, survey notes, tracings, and the like, except those furnished to the ENGINEER by the OWNER, are and shall remain the property of the ENGINEER.
- 8) The drawings prepared by the ENGINEER shall be in sufficient detail to permit the actual location of the proposed improvements on the ground. The ENGINEER shall prepare and furnish the OWNER without any additional compensation, one (1) copy of a map showing the general location of construction easements and permanent easements and the land to be acquired if such are needed. Property surveys, property plats, property descriptions, abstracting and negotiations for land rights shall be accomplished by the OWNER. The ENGINEER will not furnish metes-and-bounds descriptions which meet the standards of Registered Land Surveyors for awarding the contracts for construction.

3. Task No. 3 – Meetings and Deliverables

- a. The Engineer shall meet with the Owner monthly to keep the parties informed of progress and interim findings to keep the work moving in an expeditious manner. The Engineer shall furnish necessary meeting materials including agenda and presentation materials and shall prepare minutes of the meeting for distribution to the parties.
- b. The Engineer shall prepare a Technical Memorandum describing the findings of Task No. 1 including exhibits of the proposed improvements and opinions of probable cost. The Engineer shall furnish the Owner a digital copy of the final Technical Memorandum.

- c. For Task No. 2, the Engineer shall furnish one digital (.pdf) and one hard copy of the plans, specifications, easement and property descriptions to the Owner.
- 1.03 Preliminary Design Phase
 - A. Engineer shall not provide these services.
- 1.04 Final Design Phase
 - A. Engineer shall not provide these services.
- 1.05 Bidding/Proposal Phase
 - A. Engineer shall not provide these services.
- 1.06 Construction Phase
 - A. Engineer shall not provide these services.
- 1.07 Post-Construction Phase
 - A. Engineer shall not provide these services.

ARTICLE 2—ADDITIONAL SERVICES

2.01 Additional Services Not Requiring Owner’s Written Authorization

- A. Engineer shall advise Owner that Engineer is commencing to perform or furnish the Additional Services of the types listed below. For such Additional Services, Engineer need not request or obtain specific advance written authorization from Owner. Engineer shall cease performing or furnishing such Additional Services upon receipt of written notice to cease from Owner. These services are not included as part of Basic Services and will be paid for by Owner as indicated in Paragraph 7 of the governing Task Order.
 - 1. Services resulting from significant delays, changes, or price increases occurring as a direct or indirect result of materials, equipment, or energy shortages.
 - 2. Additional or extended services arising from (a) the presence at the Site of any Constituent of Concern or items of historical or cultural significance, (b) emergencies or acts of God endangering the Work, (c) damage to the Work by fire or other causes during construction, (d) a significant amount of defective, neglected, or delayed Work, (e) acceleration of the progress schedule involving services beyond normal working hours, or (f) default by Contractor.
 - 3. Implement coordination of Engineer’s services with other parts of the Specific Project that are not planned or designed by Engineer or its Subconsultants, unless Owner furnished to Engineer substantive information about such other parts of the Specific Project prior to the parties’ entry into this Agreement, in the Baseline Information section of this Exhibit A, or otherwise in Exhibit A; if such substantive information has been so provided, coordination of Engineer’s services will be part of Basic Services.
 - 4. Services directly attributable to changes in Engineer’s Electronic Documents obligations after the effective date of the Agreement.

2.02 Additional Services Requiring Owner's Written Authorization

- A. If authorized in writing by Owner, Engineer shall provide Additional Services of the types listed below. These services are not included as part of Basic Services and will be paid for by Owner as indicated in Paragraph 7 of the governing Task Order.
1. Obtain or provide specified additional Specific Project-related information and data to enable Engineer to complete its Basic and Additional Services.
 2. Preparation of special and customized reporting, invoicing, and related support documentation in addition to that identified to be provided under Basic Services.
 3. Preparation of applications and supporting documents (in addition to those furnished under Basic Services) for private or governmental grants, loans, or advances in connection with the Specific Project; preparation or review of environmental assessments and impact statements; review and evaluation of the effects on the design requirements for the Specific Project of any such statements and documents prepared by others; and assistance in obtaining approvals of authorities having jurisdiction over the anticipated environmental impact of the Specific Project.
 4. Services resulting from Owner's request to evaluate additional Study and Report Phase alternative solutions beyond those agreed to in Exhibit A Paragraph 1.02.
 5. Services required as a result of Owner's providing incomplete or incorrect Specific Project information to Engineer.
 6. Undertaking investigations and studies including, but not limited to:
 - a. All-hazards risk assessments and other studies to evaluate the feasibility of enhancing the resiliency of the design;
 - b. detailed consideration of operations, maintenance, and overhead expenses;
 - c. the preparation of feasibility studies (such as those that include projections of output capacity, utility project rates, project market demand, or project revenues) and cash flow analyses, provided that such services are based on the engineering and technical aspects of the Specific Project, and do not include rendering advice regarding municipal financial products or the issuance of municipal securities;
 7. Furnishing services of Subconsultants or Engineer's Subcontractors for other than Basic Services.
 8. Providing data or services of the types described in Article 2, when Owner retains Engineer to provide such data or services instead of Owner furnishing the same.
 9. Overtime work requiring higher than regular rates.
 10. Providing more extensive services required to enable Engineer to issue notices or certifications requested by Owner.
 11. Effluent quality monitoring.
 12. Seasonal biological data collection and modeling.
 13. Hydraulic modeling.
 14. Cost of third-party laboratory services.

15. Architectural services
16. Arc flash analysis services.
17. Other additional services performed or furnished by Engineer not otherwise provided for in this Agreement.

EXHIBIT B—TASK ORDER DELIVERABLES SCHEDULE

Paragraphs 2.04.E, 3.02.A, and Exhibit A of the Main Agreement are supplemented by the following paragraph and table.

Under the governing Task Order the Engineer shall furnish Documents to Owner as required in Column 2 of the following table (and as further described in Exhibit A), according to the schedule in Column 4. Owner shall comment or take other identified actions with respect to the Documents as indicated in Column 2 (and as further described in Exhibit A), according to the schedule in Column 4.

Party	Action	Exhibit A Reference	Schedule
Engineer	Task 1 – Preliminary Engineering Services	1.02.B.1	Within 90 days of Notice to Proceed (NTP)
Engineer	Task 2 – Preparations of Plans and Specifications	1.02.B.2	Within 180 days of Notice to Proceed (NTP)

EXHIBIT D—NOT USED

NOT USED.

EXHIBIT E—NOT USED

NOT USED.

