

## Task Order

This is Task Order No. **SIX**  
consisting of FOUR pages.

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In accordance with Paragraph 1.01 of the Agreement Between Owner and Engineer for Professional Services – Task Order Edition, dated March 12, 2015 ("Agreement"), Owner and Engineer agree as follows:

### 1. Background Data

- a. Effective Date of Task Order: **September 20, 2016**
- b. Owner: **City of Kyle**
- c. Engineer: **Neptune-Wilkinson Associates, Inc.**
- d. Specific Project (title): **Yarrington and FM1626 Tanks Rehabilitation**
- e. Specific Project (description): **Minor steel repair, recoating and overcoating two ground storage tanks at the Yarrington Road Site and FM 1626 Site. Additionally obtaining bid proposals on previously prepared bid documents to restore the Downtown Elevated Tank.**

### 2. Services of Engineer

- A. The specific services to be provided or furnished by Engineer under this Task Order are as follows:
  - 1) Review current condition of tanks and specify appropriate rehabilitation design conforming to TCEQ, AWWA and OSHA requirements.
  - 2) Prepare drawings and specifications as needed to describe the work to be performed and incorporate into project documents.
  - 3) Prepare advertisement for public bid and solicit bid proposals (newspaper publication cost not included).
  - 4) Conduct public bid opening, prepare bid tabulation and make recommendation of contract award.
  - 5) Retain a qualified inspection and testing service to provide detailed inspections and reports on the project welding, steel preparation and coatings application progress.

6) Coordinate, monitor and pay for up to 30 inspection visits. Attend preconstruction conference and issue notice to proceed.

7) Provide construction administration services including monitoring inspections, monthly pay request processing, determine any field orders, and prepare any change orders to the work.

8) Conduct final inspection and prepare Certificate of Construction Completion and warranty documents.

B. All of the services included above comprise Basic Services for purposes of Engineer's compensation under this Task Order.

### 3. Additional Services

Additional Services that may be authorized or necessary under this Task Order are those services (and related terms and conditions) set forth in Paragraph A2.01 of Exhibit A, as attached to the Agreement referred to above, such paragraph being hereby incorporated by reference.

### 4. Owner's Responsibilities

C. Owner shall have those responsibilities set forth in Article 2 of the Agreement and in Exhibit B, subject to the following:

1) Owner shall submit and incur cost of publishing Invitation for Bids in the local newspaper.

2) Owner shall remove tanks from service for construction and shall remove and replace SCADA instruments to accommodate the project.

3) Owner shall provide access to project site for inspection and construction of the project.

### 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 three (3) review copies of the 90% complete Bid Documents and opinion of probable Construction Cost to Owner.	Within forty-five (45) days of Owner's authorization to proceed with Preliminary Design Phase services.
Owner	Submit comments regarding 90% complete Bid Documents and opinion of probable Construction Cost to Engineer.	

<b><u>Party</u></b>	<b><u>Action</u></b>	<b><u>Schedule</u></b>
<b>Engineer</b>	Furnish three (3) copies of the 100% complete Bid Documents and any other final Design Phase deliverables to Owner.	Within fifteen (15) days of Owner's authorization to proceed with Final Bid Documents.
<b>Owner</b>	Submit comments and instructions regarding the 100% complete Bid Documents including a public bid date to Engineer.	Within ten (10) days of the receipt of the Final Bid Documents and any other final Design Phase deliverables from Engineer.
<b>Engineer</b>	Provide Construction Phase Services including conducting bid opening, tabulating bids, recommendation of award, conducting preconstruction meeting, reviewing inspection reports, issuing change orders, reviewing and recommending contractor pay requests, site visits, final inspection, completion of construction certification.	Within one hundred twenty (120) days of the receipt of Owner's executed construction contract.

## 6. Payments to Engineer

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

<b>Description of Service</b>	<b>Estimated Amount</b>	<b>Basis of Compensation</b>
1. Basic Services (Part 1 of Exhibit A)		
a.&b. Preliminary and Final Design Phase	\$7,500.00	Hourly
c. Bidding or Negotiating Phase	2,500.00	Hourly
d. Construction Phase	5,500.00	Hourly
e. Inspection Services	18,000.00	Per Visit
<b>TOTAL COMPENSATION (lines 1.a-e)</b>	<b>\$33,500.00</b>	

Compensation items and totals based on Hourly Rates are estimates only.

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:

Sparks Engineering, Inc.

8. Other Modifications to Agreement and Exhibits: Not applicable

9. Attachments: Not applicable

10. Other Documents Incorporated by Reference: Not applicable

## 11. Terms and Conditions

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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 September 20, 2016.**

OWNER:

**CITY OF KYLE**

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

Print Name: R. Todd Webster

Title: Mayor

**ATTEST:**

Jennifer Vetrano, City Secretary

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

ENGINEER:

**NEPTUNE-WILKINSON ASSOCIATES, INC.**

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

Print Name: Joel D. Wilkinson, P.E.

Title: President

Engineer License or Firm's F-359

Certificate No. (if required): \_\_\_\_\_

State of: Texas

**DESIGNATED REPRESENTATIVE FOR TASK ORDER:**

Name: John A. Bartle, P.E.

Title: Neptune-Wilkinson Associates, Inc.

Address: 4010 Manchaca Road  
Austin, TX 78704

E-Mail johnnwainc@sbcglobal.net

Address: \_\_\_\_\_

Phone: (512) 462-3373

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