

Task Order

In accordance with Paragraph 1.01 of the Agreement Between Owner and Engineer for Professional Services – Task Order Edition, dated March 9, 2015 ("Agreement"), Owner and Engineer agree as follows:

1. Background Data

- a. Effective Date of Task Order: _____
- b. Owner:
City of Kyle
- c. Engineer:
K Friese & Associates, Inc.
- d. Specific Project (title):
Center Street Village Wastewater Improvements
- e. Specific Project (description):
The City of Kyle intends to replace approximately 7,240 LF of an existing 12-inch wastewater line to increase capacity within the wastewater system. The line is located primarily on the east side of IH 35, from west of Old Highway 81, across IH 35, north of Goforth Road to the City of Kyle Public Works facilities on RM 150. The wastewater master plan prepared by Burgess + Niple proposed the line be upsized to an 18- to 21-inch diameter. The location of the existing wastewater line may not be within the existing sanitary sewer easements and the locations of the existing easements will be verified.

2. Services of Engineer

- A. The specific services to be provided or furnished by Engineer under this Task Order are included in the attached proposal.

3. Additional Services

Additional Services that may be authorized or necessary under this Task Order are as follows:

- 1. Subsurface Utility Exploration and Geotechnical Piezometers

Owner's Responsibilities

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

4. Task Order Schedule

In addition to any schedule provisions provided in Exhibit A or elsewhere, the parties shall meet the schedule included in the attached proposal.

5. 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		
a. Preliminary Phase (30%)	\$86,642	Lump Sum
b. Design Phase	\$65,598	Lump Sum
c. Bid Phase	\$9,785	Lump Sum
d. Construction Phase	\$26,980	Lump Sum
TOTAL COMPENSATION (lines 1.a-d)	\$189,008	
2. Additional Services (Part 2 of Exhibit A)		
a. Subsurface Utility Exploration	\$11,760	T&M
b. Geotechnical Piezometers	\$2,860.00	T&M
TOTAL COMPENSATION (lines 2.a-b)	\$14,620	
TOTAL COMPENSATION (lines 1.a-2.b)	\$203,620	

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 Consultants' 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.

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

6. Consultants retained as of the Effective Date of the Task Order:

CDS Muery – Survey

Arias & Associates, Inc – Geotechnical

Cox | McLain Environmental Consultants, Inc – Environmental

Softdig – SUE Services (Supplemental Services)

7. Other Modifications to Agreement and Exhibits:

None

8. Attachments: Scope and Fee Proposal

9. Other Documents Incorporated by Reference:

None

10. 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 _____.

OWNER:

By: _____

Print Name: R. Todd Webster

Title: Mayor

ENGINEER:

By: 

Print Name: Thomas M. Owens, P.E.

Title: Executive Vice President

Engineer License or Firm's F-6535

Certificate No. (if required): _____

State of: Texas

DESIGNATED REPRESENTATIVE FOR TASK ORDER:

ATTEST _____

Amelia Sanchez, City Secretary

Name: Thomas M. Owens, P.E.

Title: Executive Vice President

Address: 1120 S. Capital of Texas Hwy, CityView 2,
Ste. 100, Austin, Texas 78746

E-Mail towens@kfriese.com

Address: _____

Phone: (512) 338-1704

Task Order Form

EJCDC® E-505, Agreement Between Owner and Engineer for Professional Services – Task Order Edition.
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This is **EXHIBIT B**, consisting of 4 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services – Task Order Edition** dated October 18, 2016.

Owner's Responsibilities

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 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.
2. Give instructions to Engineer regarding Owner's procurement of construction services (including instructions regarding advertisements for bids, instructions to bidders, and requests for proposals, as applicable), Owner's construction contract practices and requirements, insurance and bonding requirements, electronic transmittals during construction, and other information necessary for the finalization of Owner's bidding-related documents (or requests for proposals or other construction procurement documents), and Construction Contract Documents. Furnish copies (or give specific directions requesting Engineer to use copies already in Engineer's possession) of all design and construction standards, Owner's standard forms, general conditions (if other than EJCDC® C-700, Standard General Conditions of the Construction Contract, 2013 Edition), supplementary conditions, text, and related documents and content for Engineer to include in the draft bidding-related documents (or requests for proposals or other construction procurement documents), and draft Construction Contract Documents, when applicable. Owner shall have responsibility for the final content of (1) such bidding-related documents (or requests for proposals or other construction procurement documents), and (2) those portions of any Construction Contract other than the design (as set forth in the Drawings, Specifications, or otherwise), and other engineering or technical matters; and Owner shall seek the advice of Owner's legal counsel, risk managers, and insurance advisors with respect to the drafting and content of such documents.
3. 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.
4. 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.
- 5. 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.
 - 6. 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.
 - 7. 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.
 - 8. 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.

Exhibit B– Owner's Responsibilities

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9. 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 constructability review.
10. If Owner designates a construction manager or an individual or entity other than, or in addition to, Engineer to represent Owner at the Site, define and set forth as an attachment to this Exhibit B the duties, responsibilities, and limitations of authority of such other party and the relation thereof to the duties, responsibilities, and authority of Engineer.
11. 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 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.
12. Inform Engineer in writing of any specific requirements of safety or security programs that are applicable to Engineer, as a visitor to the Site.
13. 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.
14. Inform Engineer regarding any need for assistance in evaluating the possible use of Project Strategies, Technologies, and Techniques, as defined in Exhibit A.
15. Advise Engineer as to whether Engineer's assistance is requested in identifying opportunities for enhancing the sustainability of the Project.
16. Place and pay for advertisement for Bids in appropriate publications.
17. 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.
18. Attend and participate in the pre-bid conference, bid opening, pre-construction conferences, construction progress and other job related meetings, and Site visits to determine Substantial Completion and readiness of the completed Work for final payment.
19. Authorize Engineer to provide Additional Services as set forth in Part 2 of Exhibit A of the Agreement, as required.

Exhibit B– Owner's Responsibilities

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20. Perform or provide the following:

- a. City permitting of the Specific Project.
- b. Marking of existing water and wastewater lines within the survey limits upon request by KFA or designated surveyor.

This is **EXHIBIT C**, consisting of 4 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services – Task Order Edition** dated October 18, 2016.

Payments to Engineer for Services and Reimbursable Expenses

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

ARTICLE 2 – OWNER'S RESPONSIBILITIES

C2.01 *Basis of Compensation*

- A. The bases of compensation (compensation methods) for Basic Services (including if applicable the bases of compensation for individual phases of Basic Services) and for Additional Services shall be identified in each specific Task Order (see Suggested Form of Task Order, Paragraph 6). Owner shall pay Engineer for services in accordance with the applicable basis of compensation.
- B. The three following bases of compensation are used for services under the Task Orders, as identified in each specific Task Order:
 - 1. Lump Sum (plus any expenses expressly eligible for reimbursement)
 - 2. Standard Hourly Rates (plus any expenses expressly eligible for reimbursement)
 - 3. Direct Labor Costs Times a Factor (plus any expenses expressly eligible for reimbursement)

C2.02 *Explanation of Compensation Methods*

A. *Lump Sum*

- 1. Owner shall pay Engineer a Lump Sum amount for the specified category of services.
- 2. The Lump Sum will include 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. In addition to the Lump Sum, Engineer is also entitled to reimbursement from Owner for the following expenses reasonably and necessarily incurred by Engineer in connection with the performing or furnishing of the services in the specified: None
- 4. 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.

B. Standard Hourly Rates

1. For the specified category of services, the Owner shall pay Engineer an amount equal to the cumulative hours charged to the Specific Project by each class of Engineer's employees times Standard Hourly Rates for each applicable billing class. Under this method, Engineer shall also be entitled to reimbursement from Owner for the expenses identified in Paragraph C2.03 below, and Appendix 1.
2. Standard Hourly Rates include salaries and wages paid to personnel in each billing class plus the cost of customary and statutory benefits, general and administrative overhead, non-project operating costs, and operating margin or profit.
3. Engineer's Reimbursable Expenses Schedule and Standard Hourly Rates are attached to this Exhibit as Appendix 1.
4. The total estimated compensation for the specified category of services shall be stated in the Task Order. This total estimated compensation will incorporate all labor at Standard Hourly Rates, and reimbursable expenses (including Consultants' charges, if any).
5. The amounts billed will be based on the cumulative hours charged to the specified category of services on the Specific Project during the billing period by each class of Engineer's employees times Standard Hourly Rates for each applicable billing class, plus reimbursable expenses (including Consultant's charges, if any).
6. The Standard Hourly Rates and Reimbursable Expenses Schedule shall be adjusted annually (as of January 1) to reflect equitable changes in the compensation payable to Engineer.

C. Direct Labor Costs Times a Factor

1. For the specified category of services, the Owner shall pay Engineer an amount equal to Engineer's Direct Labor Costs times a factor of 3.0 for the services of Engineer's employees engaged on the Specific Project. Direct Labor Costs means salaries and wages paid to employees but does not include payroll-related costs or benefits. Under this method, Engineer shall also be entitled to reimbursement from Owner for the expenses identified in Paragraph C2.03 below, and Appendix 1.
2. Engineer's Reimbursable Expenses Schedule is included in Appendix 1.
3. The total estimated compensation for the specified category of services shall be stated in the Task Order. This total estimated compensation incorporates all labor, overhead, profit, and reimbursable expenses (including Consultant's charges, if any).
4. The amounts billed will be based on the applicable Direct Labor Costs for the cumulative hours charged to the specified category of services on the Specific Project during the billing period times the above-designated Factor, plus reimbursable expenses (including Consultant's charges, if any).
5. The Direct Labor Costs and the factor applied to Direct Labor Costs will be adjusted annually (as of January 1) to reflect equitable changes in the compensation payable to Engineer.

C2.03 *Reimbursable Expenses*

- A. Under the Lump Sum method basis of compensation to Engineer, unless expressly indicated otherwise the Lump Sum amount **includes** the following categories of expenses: transportation (including mileage), lodging, and subsistence incidental thereto; providing and maintaining field office facilities including furnishings and utilities; toll telephone calls, mobile phone services, and courier charges; reproduction of reports, Drawings, Specifications, bidding-related or other procurement documents, Construction Contract Documents, and similar Specific Project-related items; and Consultant charges. These expenses are not reimbursable under the Lump Sum method, unless expressly indicated otherwise in C2.02.A.3 above.
- B. Expenses eligible for reimbursement under the Direct Labor Costs Times a Factor and Standard Hourly Rate methods of compensation include the following expenses reasonably and necessarily incurred by Engineer in connection with the performing or furnishing of Basic and Additional Services for the Task Order: transportation (including mileage), lodging, and subsistence incidental thereto; providing and maintaining field office facilities including furnishings and utilities; toll telephone calls, mobile phone services, and courier services; reproduction of reports, Drawings, Specifications, bidding-related or other procurement documents, Construction Contract Documents, and similar Specific Project-related items; Consultant charges; and any other expenses identified in Appendix 1.
- C. Reimbursable expenses reasonably and necessarily incurred in connection with services provided under the Direct Labor Costs Times a Factor and Standard Hourly Rate methods shall be paid at the rates set forth in Appendix 1, Reimbursable Expenses Schedule, subject to the factors set forth below.
- D. The amounts payable to Engineer for reimbursable expenses will be the Project-specific internal expenses actually incurred or allocated by Engineer, plus all invoiced external reimbursable expenses allocable to the Specific Project, the latter multiplied by a factor of 1.0.
- E. Whenever Engineer is entitled to compensation for the charges of its Consultants, those charges shall be the amount billed by such Consultants to Engineer times a factor of 1.0.
- F. The external reimbursable expenses and Consultants' factors include Engineer's overhead and profit associated with Engineer's responsibility for the administration of such services and costs.

C2.04 *Serving as a Witness*

- A. For services performed by Engineer's employees as witnesses giving testimony in any litigation, arbitration or other legal or administrative proceeding under Paragraph A2.01.A.20, at a rate of 3.5 times the witness's standard hourly rate. Compensation for Consultants for such services will be by reimbursement of Consultants' reasonable charges to Engineer for such services.

C2.05 *Other Provisions Concerning Payment*

- A. *Extended Contract Times:* Should the Contract Times to complete the Work be extended beyond the period stated in the Task Order, payment for Engineer's services shall be continued based on the Standard Hourly Rates Method of Payment.
- B. *Estimated Compensation Amounts*

1. Engineer's estimate of the amounts that will become payable for services are only estimates for planning purposes, are not binding on the parties, and are not the minimum or maximum amounts payable to Engineer under the Agreement.
2. When estimated compensation amounts have been stated in a Task Order and it subsequently becomes apparent to Engineer that a compensation amount thus estimated will be exceeded, Engineer shall give Owner written notice thereof. Promptly thereafter Owner and Engineer shall review the matter of services remaining to be performed and compensation for such services. Owner shall either agree to such compensation exceeding said estimated amount or Owner and Engineer shall agree to a reduction in the remaining services to be rendered by Engineer so that total compensation for such services will not exceed said estimated amount when such services are completed. If Engineer exceeds the estimated amount before Owner and Engineer have agreed to an increase in the compensation due Engineer or a reduction in the remaining services, the Engineer shall give written notice thereof to Owner and shall be paid for all services rendered thereafter.

This is **Appendix 1 to EXHIBIT C**, referred to in and part of the **Agreement between Owner and Engineer for Professional Services – Task Order Edition**, dated October 18, 2016.

SCOPE AND FEE PROPOSAL FOLLOWING PAGES

APPENDIX 1
ENGINEER'S SCOPE OF SERVICES
CENTER STREET VILLAGE WASTEWATER IMPROVEMENTS

PROJECT DESCRIPTION

The City of Kyle intends to replace approximately 7,240 LF of an existing 12-inch wastewater line to increase capacity within the wastewater system. The line is located on the east side of IH 35 from north of Goforth Road to the City of Kyle Public Works facilities on RM 150. The wastewater master plan prepared by Burgess + Niple proposed the line be upsized to an 18- to 21-inch diameter. The location of the existing wastewater line may not be within the existing sanitary sewer easements and the locations of the existing easements will be verified.

The City has requested that K Friese & Associates, Inc. (KFA) provide survey, geotechnical environmental, and construction plans for the wastewater line and as-built CAD assistance.

The subconsultants on this project include:

- CDS Muery – Survey
- Arias & Associates, Inc – Geotechnical
- Cox | McLain Environmental Consultants, Inc – Environmental
- Softdig – SUE Services (Supplemental Services)

SCOPE OF SERVICES

1. Preliminary Phase (30%)

- 1.1. Project Management and QA/QC: This task includes routine communication with the City; managing subconsultants, manpower, budgets, and schedules; invoicing; implementing and monitoring of QA/QC efforts; status reports; and other activities associated with managing the project. Status reports will be submitted with each invoice.
- 1.2. Meetings
 - a. Project Meetings: KFA will prepare for and attend meetings with the City to kick off the project (1 kick-off meeting) and to review the alignment alternatives (1 project meeting).
 - b. TxDOT Coordination: KFA will coordinate with TxDOT for the work within Hill Street, RM 150 and IH 35.
 - c. Developer Coordination: KFA will coordinate with the developer of the proposed hotel, located at RM 150 and the private road, to relocate the wastewater line within the property.
- 1.3. Data Collection/Review
 - a. Review Reports/Studies/Drawings: KFA will obtain and review reports, studies, as-builts, and other data related to the project. A base map of the project area will be developed using available information. The base map will include aerial photography, topography, parcels, right-of-way, existing water and wastewater lines from the City's GIS system, FEMA floodplain, and other appropriate data. The base map will be utilized by the project team during Phase A of the project.

APPENDIX 1
ENGINEER'S SCOPE OF SERVICES
CENTER STREET VILLAGE WASTEWATER IMPROVEMENTS

- b. Site Visits: Site visits will be performed to verify project conditions and familiarize the team with the project area.
- 1.4. Alternatives Analysis: Using the base map, up to three construction alternatives for the proposed wastewater line will be identified. KFA will create a static spreadsheet model to analyze the hydraulics of the proposed alternatives. In addition, KFA will evaluate workspace and analyze various construction methods for improvements, including pipe bursting, removal and replacement of the existing line, or parallel lines, to determine the most suitable solution for the project.
- 1.5. Field Investigations
 - a. Topographic Surveying: CDS Muery will provide surveying support for the selected alignment.
 - b. Environmental: Cox|McLain will conduct cultural and water resource investigations and literature searches for sensitive natural resources that could pose constraints to the proposed project. The results of the literature search and permitting identification will be documented in an Environmental Technical Memorandum.
- 1.6. Engineer's Opinion of Probable Construction Cost: Class C estimates ($\pm 25\%$) will be provided based on the information gathered.
- 1.7. Determine Project Permitting/Design Requirements: KFA will determine project permitting and design requirements for local, state and federal entities.
- 1.8. Deliverables:
 - a. Preliminary Engineering Report: KFA will prepare a Preliminary Engineering Report summarizing the investigation and recommendations. Four (4) hard copies and one (1) electronic copy in portable document format (pdf) of the draft report will be submitted to the City for review and distribution. At a minimum the PER will include:
 - i. Schematic layouts of the alternative alignments, showing existing right-of-way, appurtenances, and proposed permanent and temporary construction easements. Sheets shall be aerial based and be at a scale of 1" = 100';
 - ii. Identification of environmental constraints;
 - iii. Summary of permitting requirements and associated timeframes;
 - iv. Updated Project Schedule; and
 - v. Class C opinion of probable cost.
 - b. KFA will provide four (4) 22" x 34" plan sets, four (4) 11" x 22" and one (1) pdf electronic copy. The 30% plan set will contain the following:
 - i. Cover Sheet
 - ii. Index of Sheets
 - iii. General Notes
 - iv. Layout Sheet
 - v. Plan sheets at a scale of 1" = 40' (22" x 34")

APPENDIX 1
ENGINEER'S SCOPE OF SERVICES
CENTER STREET VILLAGE WASTEWATER IMPROVEMENTS

2. Design Phase (60/90/100%)

- 2.1. Project Management and QA/QC: This task includes routine communication with the City; managing subconsultants, manpower, budgets, and schedules; invoicing; implementing and monitoring of QA/QC efforts; status reports; and other activities associated with managing the project. Status reports will be submitted with each invoice.
- 2.2. Meetings
 - a. Project Meetings: Three (3) project meetings have been budgeted for the Design Phase.
 - b. TxDOT Coordination: KFA will coordinate with TxDOT for the work within, Hill Street, RM 150 and IH 35.
- 2.3. Geotechnical Investigation: Arias & Associates will perform ten (10) 15- to 35-foot deep geotechnical borings within the project area. In addition, Arias & Associates will conduct appropriate laboratory testing and summarize the field investigation results and recommendations in a geotechnical report as appropriate.
- 2.4. Deliverables: KFA shall prepare construction plans suitable for public bidding.
 - a. 60%/90%/100% Submittal:
 - i. KFA will provide four (4) 22" x 34" plan sets and one (1) pdf electronic copy. In addition to the 30% items, the plan set will also contain the following:
 - A. Plan or Plan and Profile Sheets;
 - B. Standard Details;
 - C. Project Specific/Special Details;
 - D. Traffic Control Plans;
 - E. Erosion Control Sheets; and
 - F. Tree Protection/Erosion Control Details Sheet.
 - ii. Project Manual (Table of Contents, Special Provisions, and Special Specifications at 60%, full document at 90% and 100%)
 - iii. Engineer's Opinion of Probable Construction Cost
 - iv. Project Schedule
 - b. Final Submittal:
 - i. Two (2) full size sets of Construction Plans
 - ii. Four (4) half size sets of Construction Plans
 - iii. One Original Project Manual
 - iv. Electronic copy of Construction Plans and Project Manual in Portable Document Format
 - v. Engineer's Opinion of Probable Construction Cost
 - vi. Project Schedule
- 2.5. Permitting
 - a. TCEQ Chapter 217 Review – KFA will prepare and submit the required documentation to TCEQ per Chapter 217 for approval of the wastewater line construction.
 - b. TxDOT Permit – online application of permit shall be by City of Kyle. KFA will provide needed information for City staff to upload to online system.

APPENDIX 1
ENGINEER'S SCOPE OF SERVICES
CENTER STREET VILLAGE WASTEWATER IMPROVEMENTS

3. Bid Phase

- 3.1. Project Management: This task includes routine communication with the City; managing manpower, budgets, and schedules; invoicing; and other activities associated with managing the project.
- 3.2. Bid Document Distribution – KFA will coordinate with the City to distribute plans and project manuals through electronic means to interested bidders.
- 3.3. Attend Pre-Bid Meeting: KFA will assist the City in conducting pre-bid meeting and developing the agenda.
- 3.4. Answer Questions: KFA will coordinate with the City for issuing responses for technical questions and requests for additional information.
- 3.5. Addenda Preparation: KFA will interpret plans and specifications and draft addenda, as necessary, for issuance.
- 3.6. Bid Tabulation and Recommendation of Award: KFA will assist the City in opening of bids, review all bids and evaluate them for responsiveness and bid amount. KFA will also check references, by telephone, of the low bidder and second low bidder. KFA will prepare a letter summarizing the review and evaluation and include recommendations for award of the contract for construction, or other action as may be appropriate. The City shall make the final decision on the award of the contract for construction and the acceptance or rejection of all bids.
- 3.7. Deliverables: KFA will incorporate addenda items in the Construction Plans; include addenda in the bound Project Manual; and issue a “Conformed” set of plans for construction.
 - a. Bid Form: KFA will provide the Bid Form in Word Document format.
 - b. Technical Specifications: KFA will provide one (1) pdf electronic copy of the Technical Specifications.
 - c. Conformed Plans: KFA will provide one (1) electronic copy of Construction Plans in pdf, one (1) CAD copy, and two (2) 22” x 34” plan set, one (1) 11” x 17” plan sets

4. Construction Phase

- 4.1. Project Management: This task includes routine communication with the City; managing manpower, budgets, and schedules; invoicing; and other activities associated with managing the project.
- 4.2. Project Meetings: KFA will attend regular construction meetings with the City, Contractor, and other parties as appropriate. KFA will visit the site to check the progress of the work and verify general conformance with the project plans and technical specifications. For budgeting purposes, we have assumed six (6) combined site visits/meetings.
- 4.3. Attend Pre-Construction Conference: KFA will attend a pre-construction conference for the project with the City, Contractor, and other parties as appropriate.
- 4.4. Submittal Review: KFA will maintain a log of all Contractor submittals, track review progress, review and approve submittals, and distribute submittals to the

APPENDIX 1
ENGINEER'S SCOPE OF SERVICES
CENTER STREET VILLAGE WASTEWATER IMPROVEMENTS

appropriate parties. For budgeting purposes we have assumed twenty (20) submittals plus O&M Manuals.

- 4.5. Response to Requests for Information/Modifications: KFA will respond to all requests for information (RFI's) from the Contractor related to possible clarifications of plans and technical specifications. Five (5) RFI's have been assumed.
- 4.6. Pay Application Review: KFA will review Contractor's Pay Applications after quantity concurrence by the City's Construction Inspector. Review of six (6) Pay Applications has been assumed.
- 4.7. Review of Change Orders: KFA will provide review of all Contractor's requests for Change Orders and coordinate Change Orders with the City as appropriate. For budgeting purposes we have assumed two (2) change orders.
- 4.8. Substantial and Final Completion: KFA will participate in one site visit to determine outstanding items and document "punch list items". KFA will issue a Certificate of Substantial Completion when the contract requirements have been met.
- 4.9. Record Drawings: KFA will review the Contractor's redline as-built drawings and incorporate deviations from the construction drawings as appropriate. KFA will deliver two (2) set of full size bound drawings and one (1) set of half size plan set for review.

5. Supplemental Services

- 5.1. Subsurface Utility Exploration: Provide Level A SUE services to identify the location and depth of existing utilities that are deemed to be critical to the horizontal or vertical alignment of the proposed water main. Up to 10 test holes are included in these supplemental services at a cost of approximately \$1,100 per test hole depending on depth and traffic control requirements.
- 5.2. Geotechnical Piezometers: If groundwater is encountered, up to three (3) piezometers within the open boreholes of Borings B-1, B-4, and B-7 can be installed.

Assumptions

- The City of Kyle will assist in obtaining Rights-of-Entry for private property along the alignment;
- The City of Kyle will provide ROW strip maps, plats, existing easement information, parcel sketches, and notes for existing or proposed developments;
- The City of Kyle will perform all public outreach;
- The City of Kyle will perform all easement acquisition;
- The developer of the proposed hotel shall provide topo and ROW survey in CAD format for their project limits;
- Project is not located within the Edwards Aquifer Recharge Zone and a TCEQ Organized Sewage Collection System permit is not required; and
- Permit Review and Processing Fees are not included in the attached fee.

**MANPOWER/BUDGET ESTIMATE
CITY OF KYLE
CENTER STREET WASTEWATER LINE IMPROVEMENTS**

Task	Principal Hrs	QA/QC Engineer Hrs	Project Manager Hrs	Project Engineer Hrs	Senior Technician Hrs	Admin Hrs	Total Hrs	Labor Cost \$	CMEC \$	Arias \$	CDS \$	Softdig \$	Total Subconsultants \$	Expenses \$	Total Cost \$
Preliminary Phase (30%)															
1.1 Project Management & QA/QC	4	8	10			10	32	\$4,580						\$0	\$4,580
1.2 Meetings															
a Project Meetings (2)			8	8			16	\$2,280						\$0	\$2,280
b TxDOT Coordination				4			4	\$380						\$0	\$380
c Developer Coordination				8			8	\$760						\$0	\$760
1.3 Data Collection/Review															
a Review Reports/Studies			4	16	24		44	\$4,320						\$0	\$4,320
b Site Visits			4	4			8	\$1,140						\$0	\$1,140
1.4 Alternatives Analysis			8	24	12		44	\$4,820						\$0	\$4,820
1.5 Field Investigations															
a Topographic Survey			2	8	4		14	\$1,480			\$41,500		\$41,500	\$0	\$42,980
b Environmental			4	4			8	\$760	\$6,832				\$6,832	\$0	\$7,592
1.6 Cost Estimates			4	8			12	\$1,520						\$0	\$1,520
1.7 Permitting			2	4			6	\$760						\$100	\$760
1.8 Deliverables															
a Preliminary Engineering Report			16	40	8	8	72	\$8,000					\$0	\$0	\$8,000
b Plan Sheets			8	40	24		72	\$7,360					\$0	\$0	\$7,360
Subtotal Preliminary Phase	4	8	70	164	72	18	336	\$38,160	\$6,832	\$0	\$41,500	\$0	\$48,332	\$150	\$86,642
Design Phase (60/90/100%)															
2.1 Project Management & QA/QC	4	36	12			12	64	\$9,560					\$0		\$9,560
2.2 Meetings															
a Project Meetings (3)			12	12			24	\$3,420					\$0	\$0	\$3,420
b TxDOT Coordination			2	8			10	\$1,140					\$0	\$0	\$1,140
2.3 Geotechnical Investigations			2	2	8		12	\$1,250		\$19,918			\$19,918	\$0	\$21,168
2.4 Deliverables														\$520	\$520
a 60%/90%/100%															\$0
i Plan Sheets			16	96	96		208	\$20,320					\$0	\$0	\$20,320
ii Project Manual			4	24			28	\$3,040					\$0	\$0	\$3,040
iii Cost Estimates			4	12			16	\$1,900					\$0	\$0	\$1,900
iv Project Schedule			4	4			8	\$760					\$0	\$0	\$760
b Final Submittal			2	4	8		14	\$1,440					\$0	\$0	\$1,440
2.5 Permitting															\$0
a TCEQ Ch 217			2	4			6	\$760					\$0	\$0	\$760
b TxDOT Permit			2	12			14	\$1,520					\$0	\$0	\$1,520
Subtotal Design Phase	4	36	62	174	112	12	400	\$45,110	\$0	\$19,918	\$0	\$0	\$19,918	\$570	\$65,598
Bid Phase															
3.1 Project Management	1		6			6	13	\$1,700					\$0		\$1,700
3.2 Document Distribution						8	8	\$480					\$0	\$0	\$480
3.3 Pre-Bid Meeting			4	4			8	\$1,140					\$0	\$0	\$1,140
3.4 Answer Questions			4	8	4		16	\$1,860					\$0	\$0	\$1,860
3.5 Addenda Preparation			4	4	4		12	\$1,480					\$0	\$0	\$1,480
3.6 Bid Tabulation and Recommendation of Award			2	8			10	\$1,140					\$0	\$0	\$1,140
3.7 Deliverables														\$75	\$75
a Bid Form			1	2			3	\$380					\$0	\$0	\$380
b Technical Specifications			1	2			3	\$380					\$0	\$0	\$380
c Conformed Plans			2	4	4		10	\$1,100					\$0	\$0	\$1,100
Subtotal Bid Phase	1	0	24	32	12	14	83	\$9,660	\$0	\$0	\$0	\$0	\$0	\$125	\$9,785
Construction Phase															
4.1 Project Management	2		12			12	26	\$3,400					\$0		\$3,400
4.2 Construction Migs & Site Visits (6)			24	12			36	\$5,700					\$0	\$300	\$6,000
4.3 Pre-Construction Conference			4	4			8	\$1,140					\$0	\$50	\$1,190
4.4 Submittal Review (20)			10	20			30	\$3,800					\$0	\$0	\$3,800
4.5 RFIs (5)			6	10	4		20	\$2,430					\$0	\$0	\$2,430
4.6 Pay Application Review (6)			6	6			12	\$1,710					\$0	\$0	\$1,710
4.7 Change Orders (2)			8	12	16		36	\$4,020					\$0	\$0	\$4,020
4.8 Substantial and Final Completion			4	8	8		20	\$2,200					\$0	\$0	\$2,200
4.9 Record Drawings			2	8	12		22	\$2,160					\$0	\$70	\$2,230
Subtotal Construction Phase	2	0	76	80	40	12	210	\$26,560	\$0	\$0	\$0	\$0	\$0	\$420	\$26,980
Basic Scope Total	11	44	232	450	236	56	736	\$119,490	\$6,832	\$19,918	\$41,500	\$0	\$68,250	\$1,265	\$189,005
Supplemental Services															
5.1 Subsurface Utility Exploration			4				4	\$760				\$11,000	\$11,000		\$11,760
5.2 Environmental Peizometers			4				4	\$760		\$2,100		\$0	\$2,100		\$2,860
Supplemental Total	0	0	8	0	0	0	8	\$1,520	\$0	\$2,100	\$0	\$11,000	\$13,100	\$0	\$14,620
Total	11	44	240	450	236	56	744	\$121,010	\$6,832	\$22,018	\$41,500	\$11,000	\$81,350	\$1,265	\$203,625

CITY OF KYLE
CENTER STREET WASTEWATER LINE IMPROVEMENTS
DESIGN SCHEDULE

ID	Task Name	Duration	Start	Finish	4th Quarter	1st Quarter	2nd Quarter	3rd Quarter	4th Quarter	1st Quarter	2nd Quarter	3rd Quarter	4th Quarter			
					Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep
1	Center St Wastewater Line	92.4 wks	Mon 11/7/16	Wed 8/29/18												
2	Preliminary Phase (30%)	22.2 wks	Mon 11/7/16	Fri 4/14/17												
3	NTP	0 wks	Mon 11/7/16	Mon 11/7/16												
4	Data Collection and Review	2 wks	Mon 11/7/16	Fri 11/18/16												
5	Kick-off Meeting/Site Visit	1 wk	Mon 11/14/16	Fri 11/18/16												
6	Alternatives Analysis	3.6 wks	Mon 11/21/16	Fri 12/16/16												
7	Preliminary Engineering Report	6.6 wks	Mon 12/5/16	Fri 1/20/17												
8	City of Kyle Review	2 wks	Mon 1/23/17	Fri 2/3/17												
9	Review Meeting	1 wk	Mon 2/6/17	Fri 2/10/17												
10	Topographic Surveying	4 wks	Mon 2/13/17	Fri 3/10/17												
11	Environmental	8 wks	Mon 2/13/17	Fri 4/7/17												
12	30% Plans	5 wks	Mon 3/13/17	Fri 4/14/17												
13	30% Submittal	0 wks	Fri 4/14/17	Fri 4/14/17												
14	Design Phase (60/90/100%)	28.8 wks	Mon 4/17/17	Fri 11/3/17												
15	60% Design	7 wks	Mon 4/17/17	Fri 6/2/17												
16	Plan Sheets	4 wks	Mon 4/17/17	Fri 5/12/17												
17	Specifications	1 wk	Mon 5/8/17	Fri 5/12/17												
18	Cost Estimates	1 wk	Mon 5/15/17	Fri 5/19/17												
19	PDT/ITRT Review	1 wk	Mon 5/22/17	Fri 5/26/17												
20	P/U Comments & Reproduction	1 wk	Mon 5/29/17	Fri 6/2/17												
21	60% Submittal	0 wks	Fri 6/2/17	Fri 6/2/17												
22	City of Kyle Review	2 wks	Mon 6/5/17	Fri 6/16/17												
23	Review Meeting	1 wk	Mon 6/19/17	Fri 6/23/17												
24	90% Design	8.8 wks	Mon 6/26/17	Fri 8/25/17												
25	Plan Sheets	3.8 wks	Mon 6/26/17	Fri 7/21/17												
26	Specifications & Front-ends	1 wk	Mon 7/17/17	Fri 7/21/17												
27	Cost Estimates	1 wk	Mon 7/17/17	Fri 7/21/17												
28	PDT/ITRT Review	1 wk	Mon 7/24/17	Fri 7/28/17												
29	P/U Comments & Reproduction	1 wk	Mon 7/31/17	Fri 8/4/17												
30	90% Submittal	0 wks	Fri 8/4/17	Fri 8/4/17												
31	City of Kyle Review	2 wks	Mon 8/7/17	Fri 8/18/17												
32	Review Meeting	1 wk	Mon 8/21/17	Fri 8/25/17												
33	100% Design	6.8 wks	Tue 8/29/17	Fri 10/13/17												
34	Plan Sheets	1.8 wks	Tue 8/29/17	Fri 9/8/17												
35	Specifications & Front-ends	1 wk	Mon 9/4/17	Fri 9/8/17												
36	Cost Estimates	1 wk	Mon 9/4/17	Fri 9/8/17												
37	PDT/ITRT Review	1 wk	Mon 9/11/17	Fri 9/15/17												
38	P/U Comments	1 wk	Mon 9/18/17	Fri 9/22/17												
39	100% Submittal	0 wks	Fri 9/22/17	Fri 9/22/17												
40	City of Kyle Review	2 wks	Mon 9/25/17	Fri 10/6/17												
41	Review Meeting	1 wk	Mon 10/9/17	Fri 10/13/17												
42	Final Design	3 wks	Mon 10/16/17	Fri 11/3/17												
43	Plan Sheets	1 wk	Mon 10/16/17	Fri 10/20/17												
44	Specifications & Front-ends	1 wk	Mon 10/16/17	Fri 10/20/17												
45	Cost Estimates	1 wk	Mon 10/16/17	Fri 10/20/17												
46	PDT Review	1 wk	Mon 10/23/17	Fri 10/27/17												
47	P/U Comments	1 wk	Mon 10/30/17	Fri 11/3/17												
48	Final Submittal	0 wks	Fri 11/3/17	Fri 11/3/17												
49	Permitting	9.6 wks	Mon 9/25/17	Fri 12/1/17												
50	TCEQ Ch 217	4 wks	Mon 9/25/17	Fri 10/20/17												
51	TxDOT	9.6 wks	Mon 9/25/17	Fri 12/1/17												
52	Bid Phase	12 wks	Mon 12/4/17	Tue 2/27/18												
58	Construction Phase	24 wks	Wed 2/28/18	Thu 8/16/18												



October 7, 2016

Michael Persyn, P.E.
K FRIESE + ASSOCIATES
16170 Jones Maltsberger Road, Suite 109
San Antonio, TX 78247

Ref: City of Kyle – Center St Sewer Line Project

Dear Mr. Persyn:

CDS Muery (CDSm) appreciates the opportunity to submit this proposal for surveying services related to the above-referenced project.

We have enclosed our Scope of Services and Fee Proposal for your review and approval.

CDSm looks forward to working with you on this project. Please call if you have any questions.
If this agreement meets with your approval, please execute by dating, signing, and returning a signed copy to us, which will serve as a Notice to Proceed.

Sincerely,

A handwritten signature in blue ink, appearing to read "Darryl Zercher", written over a horizontal line.

Darryl Zercher, RPLS
Senior Project Manager

**Civil Design Services, Inc., dba
CDS Muery**

ACCEPTANCE

This Proposal accepted this _____ day of _____, 2016.

By: _____
Title

Enclosures: Scope of Services and Fee Proposal
 Terms and Conditions
 Rate Schedule

CDS MUERY
SCOPE OF SERVICES AND FEE PROPOSAL
October 7, 2016

Owner / Client: K FRIESE + ASSOCIATES

Project Name: City of Kyle – Center St Sewer Line Project

I. Project Scope: The proposed project includes the delivery of the following services in support of the referenced project:

1. Establishment of project control, including TBMs to support project construction.
2. Collect 50' wide topographic survey, centered on existing sewerline alignment shown on attachment of the proposal. Topo of IH 35 roadways and RM 150 will be limited to edge of pavement measurements.
3. Locate visible and marked (per Tx811) utilities within survey limits, as noted in item #2 above.
4. Collect location and invert measurements of sewer line tie in to main sewer line, to include 1 manhole West of North project limits; 2 manholes Southeast of Southern end of project limits.
5. At locations of secondary sewer line tie ins, locate and invert nearest upstream manhole.
6. In area designated as future hotel, collect street topo along frontage of proposed location. Approximately 1000' of topo. In this area, the existing sewerline alignment will not have the topographic data collected.
7. Research tract information, adjoining or crossing existing sewer line, for existing easement locations. Recover sufficient property corners to locate existing sewerline easements necessary for design determinations.
8. Provide traffic control as necessary to complete surveys in roadways.
9. Deliver processed survey data and easement locations in MicroStation V8 2D/3D formats.

II. ASSUMPTIONS AND EXCLUSIONS

CDSm has prepared this scope of services and fee proposal based on the following assumptions and exclusions:

1. City of Kyle will assist with Right of Entry on Private Property
2. Surveying and preparation of new or reconfigured easements is not included in this proposal.

III. ADDITIONAL SERVICES

Any work requested and authorized by the Owner/Client to be performed by CDSm that has not been described above will be provided as an additional service to the contract between Owner/Client and CDSm.

1. Construction Staking can be provided per a time and material basis, using the attached fee schedule.

Billing and payment terms shall be negotiated at the time of request for additional services. No additional services will be provided without written authorization from the Client.

IV. FEE PROPOSAL

CDSm will provide the above project scope of services on a **FIXED FEE** basis as follows:

\$ 41,500.00 plus applicable sales tax

Invoices and Payments shall be made monthly for services performed the previous month based on a percent complete basis. Invoices shall be payable within 30 days after invoice date.

V. SCHEDULE

CDSm will complete the project scope, described above, within **20 business days** of receiving Notice to Proceed.

Kyle - Center St Sewer Project Limits (Rev)

Project begins at the existing manhole west of Old Highway 81.

Legend

Kyle Center St Sewer Line

Begin Project

Full Street Topo

Approx Sonic

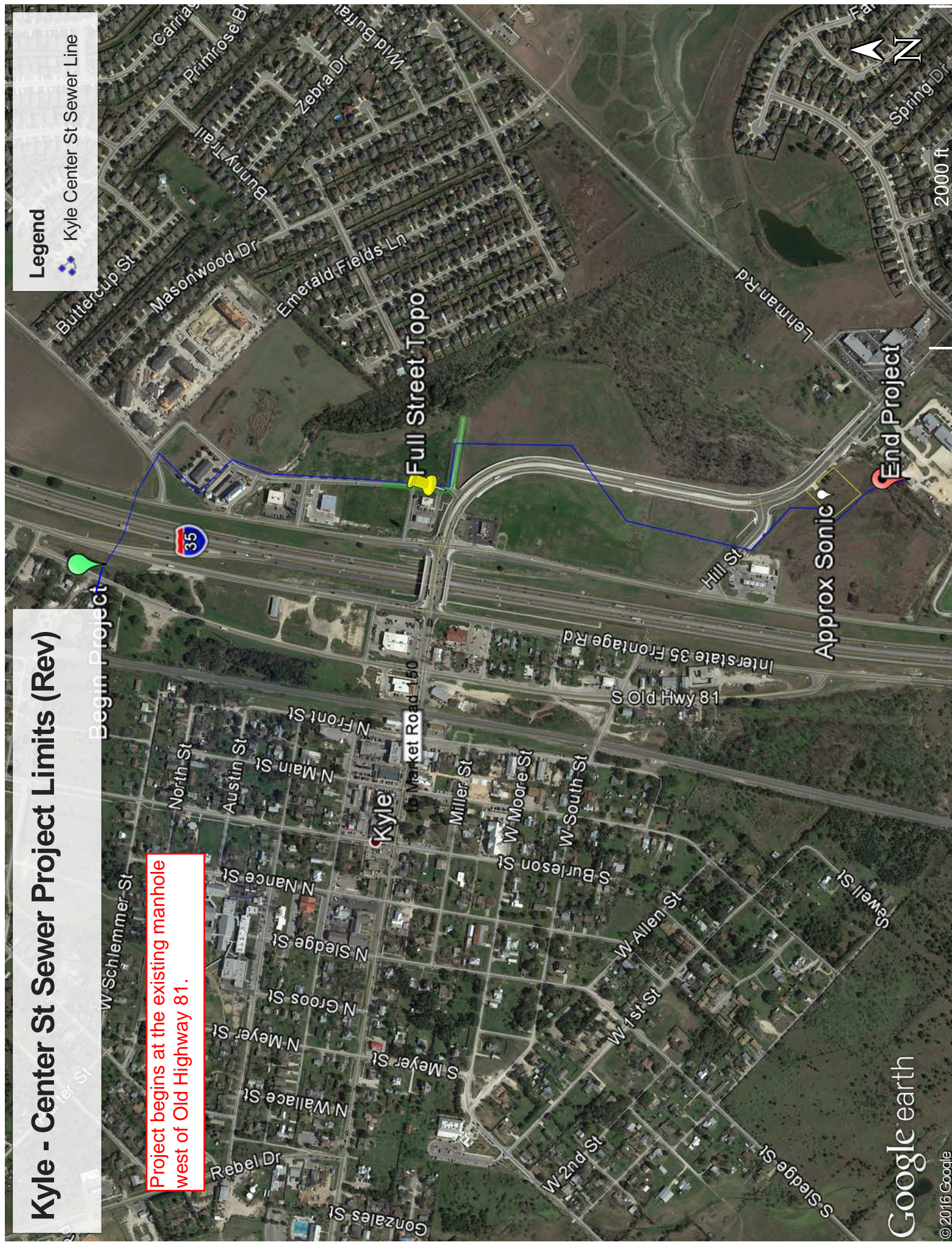
End Project

Google earth

© 2016 Google

2000 ft

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**CDS MUERY RATE SCHEDULE
2016**

Personnel:

Principal	-	\$ 190.00 per hour
Senior Project Engineer/Manager	-	\$ 150.00 - 175.00 per hour
Project Manager	-	\$ 130.00 - 160.00 per hour
Project Engineer	-	\$ 105.00 - 130.00 per hour
Staff Engineer	-	\$ 80.00 - 105.00 per hour
Senior Engineering Technician	-	\$ 90.00 - 115.00 per hour
Engineering Technician	-	\$ 55.00 - 85.00 per hour
Construction Manager	-	\$ 100.00 - 120.00 per hour
Senior Project Surveyor	-	\$ 125.00 - 150.00 per hour
Project Surveyor	-	\$ 100.00 - 125.00 per hour
Senior Surveying Technician	-	\$ 85.00 - 105.00 per hour
Surveying Technician	-	\$ 60.00 - 80.00 per hour
Draftsman I	-	\$ 40.00 - 55.00 per hour
Clerical/Messenger	-	\$ 45.00 - 75.00 per hour

The rate for expert testimony shall be negotiated at the time of request.

Survey Crews:

Survey crews are available at fixed hourly party rates. Hourly rates include normal supplies used in the field such as laths, guards, flagging, etc.

One (1) man field crew	-	\$ 85.00 per hour
Two (2) man field crew	-	\$ 125.00 per hour
Three (3) man field crew	-	\$ 150.00 per hour
Four (4) man field crew	-	\$ 170.00 per hour
GPS - One (1) man crew	-	\$ 105.00 per hour
GPS - Two (2) man crew	-	\$ 150.00 per hour
GPS - Three (3) man crew	-	\$ 175.00 per hour
GPS - Four (4) man crew	-	\$ 200.00 per hour

Overtime charges:

Any jobs requiring personnel to work overtime to meet schedules set by the client will be billed at a premium multiplier of 1.5 times the standard hourly rate.

Travel Expenses:

Travel charges for survey crews on projects involving overnight stay will be billed at standard crew rates.

Per-diem of \$40.00 per person plus hotel costs will be charged on any jobs where field crews or office personnel must stay out of town overnight.

Purchased Services:

All purchased services are billed at actual cost plus 10%. These services include but are not limited to out of house reproduction, approved subcontract services and special supplies.



October 6, 2016

Michael Persyn, PE
K Friese + Associates
16170 Jones Maltsberger Road, Suite 109,
San Antonio, TX 78247
512.338.1704

Re: CMEC Proposal for Preparation of an Environmental Technical Memo – Center Street Waste Water Line Improvements Project – City of Kyle, Texas

Dear Mr. Persyn:

Cox|McLain Environmental Consulting, Inc. (CMEC) is pleased to submit this proposal to provide environmental services for the above referenced project. The task to be completed will include preparation of an Environmental Technical Memo, as detailed in the attached scope of services. The scope does not include any formal coordination with regulatory agencies, Threatened/Endangered species surveys or permitting, historic resources field work, noise modeling, or permit preparation/submittal.

The total cost of these services will be a lump sum fee of \$6,832, to be billed on a percent complete basis. We appreciate the opportunity to work with you on this project. If this agreement is acceptable to you, please sign two copies and return one copy with your original signature for our files.

Sincerely,

L. Ashley McLain, AICP
Principal

Accepted by:

(Print Name) for K Friese + Associates

(Date)

Approved by:

(Print Name) for CMEC

(Date)

EXHIBIT A

SERVICES TO BE PROVIDED BY THE SUBCONSULTANT TO THE ENGINEER

The City of Kyle is proposing to upgrade portions of the existing Center Street Wastewater Line. **Cox|McLain Environmental Consulting, Inc.** (hereafter CMEC), subconsultant to K. Frieze and Associates, (hereafter the Engineer), will prepare an Environmental Technical Memorandum related to the proposed improvements. This Scope of Services does not include preparation of a NEPA document (CatEx, EA or EIS) pursuant to the National Environmental Policy Act (NEPA) because no federal funding is anticipated.

Task 1. Prepare Environmental Technical Memorandum

1.1 Cultural Resources - Archeology

Project archeologists will conduct limited cultural resource investigations for the project area. Archival research will be performed in the electronic and mapping files of the Texas Historical Commission (THC) Atlas Sites database, the Texas Archeological Research Laboratory (TARL), and/or any other relevant archives for information on previously recorded sites and historic properties in the vicinity of the project's Area of Potential Effect (APE). The results of this research will be summarized in the Environmental Technical Memorandum. Should additional coordination with the THC be warranted (e.g., coordination letter, archeological survey consistent with THC survey standards), those services could be carried out under an additional scope and fee.

1.2 Water Resources/Waters of the U.S.

CMEC will collect data on surface water streams and other existing water resources. The 100-year flood plain, as delineated by FEMA, will be identified and the impacts of the proposed project will be assessed. Potential for impact to groundwater will be evaluated. CMEC wetlands specialists will perform evaluations of wetlands and waters of the U.S. in all areas potentially affected by the proposed project, as appropriate. This task will include a determination of the type of permit (if any) that would be needed from the U.S. Army Corps of Engineers (USACE). The permit determination will be summarized in the Environmental Technical Memorandum. Official USACE coordination is not included in this scope but, if required, could be carried out under an additional scope and fee. CMEC understands that the currently proposed alignment does not occur within any regulatory boundary of the Edwards Aquifer; therefore, no services in support of an Aquifer Protection Plan (e.g., a geologic assessment, preparation support for WPAP/CZP, etc.) are included in this scope. Should future changes in alignment warrant, those services could be carried out under an additional scope and fee.

1.3 Biological Resources/Protected Species Habitat Assessment

Texas Parks and Wildlife Department and U.S. Fish and Wildlife Service lists of protected species with a potential to occur in Hays County will be reviewed along with occurrence records maintained in the Texas Natural Diversity Database in order to determine the likelihood of impacts to protected species or their habitats. Field assessments will be made to determine whether habitat for these species occurs in the project area. Findings will be summarized in the Environmental Technical Memorandum. This scope does not include surveys for protected species (e.g., karst invertebrate surveys, songbird surveys) or other agency coordination pertaining to wildlife or vegetation impacts; however, those services could be carried out under an additional scope and fee.

1.4 Hazardous Materials

An ASTM E1527-13 compliant search of hazardous materials databases will be conducted and the results will be summarized in the Environmental Technical Memorandum. Environmental Site Assessments are not included here but those services could be carried out under an additional scope and fee.

1.5 Environmental Technical Memorandum Preparation

Findings of field investigations and potential impact review will be summarized and presented in an Environmental Technical Memorandum. This deliverable will include graphics and representative photos to support the findings. Materials produced directly for these investigations (e.g., Hazardous Materials Database Search Report) will be appended to the final deliverable. This task also includes response to comments that may result from reviews provided by the Engineer and/or the City.

Exclusions

The following tasks are not covered in this scope of work and may or may not be necessary. If deemed necessary, these tasks could be conducted under a separate or supplemental work authorization.

- Survey/excavation of potential karst features, or completion of presence/absence surveys for endangered species;
- Construction phase services (except preparation of EPIC sheets), including on-site monitoring;
- Work extending beyond the specified limits of the project at the time of this work order;
- Any Section 404 permit preparation or agency correspondence;
- Hazardous materials Phase I & Phase II ESAs;
- Intensive or reconnaissance historic structures surveys; archeological assessments of eligibility, or management recommendations for any historic structures;
- Archeological pedestrian survey, site testing, or data recovery;
- Preparation of a NEPA compliance document (CatEx, EA, or EIS);
- Additional documentation services requested as a result of a change in environmental regulations from those in practice and acceptable at the time of approval of this work authorization.

City of Kyle - Center Street Waste Water Line Improvements - Environmental Services
Cox|McLain Environmental Consulting, Inc.

LABOR

	Sr. Env. Scientist	Env. Scientist	Env. Professional	Env. Staff III	Env. Staff II	Env. Staff I	Env. Tech II	Env. Tech I	Totals
Description	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours
Task 1 Project Coordination	2	0	0	0	4	0	0	0	6
1.1 Archaeological Resource Review and Summary (no THC coordination)	2	0	0	8	0	4	0	0	14
1.2 Water Resources/Waters of the U.S. (no USACE coordination)	0	4	0	0	6	0	0	0	10
1.3 Biological Resources/Protected Species Habitat Assessment (no formal USFWS coordination)	0	6	0	0	8	0	0	0	14
1.4 Hazardous Materials Database Search and Field Review	0	0	0	0	4	4	0	0	8
1.5 Environmental Technical Memorandum Preparation	2	2	0	4	8	8	4	2	30
Total Labor Hours	6	12	0	12	30	16	4	2	82
Rate	\$125.00	\$110.00	\$85.00	\$81.00	\$65.00	\$60.00	\$55.00	\$42.00	
SUBTOTAL Labor Cost	\$750	\$1,320	\$0	\$972	\$1,950	\$960	\$220	\$84	\$6,256

EXPENSES

	Unit	Quantity	Rate	Total
Hazardous Materials Database Search (ASTM)	Search	1	\$450.00	\$450
Geologic Assessment (assume none)	Day	0	\$4,000.00	\$0
Mileage (Allowable IRS Rate)	Miles	150	\$0.54	\$81
Hotel	Day	0	\$85.00	\$0
Per Diem	Day	0	\$36.00	\$0
Vehicle Rental and Fuel	Day	0	\$90.00	\$0
Airfare	R/T	0	\$400.00	\$0
Overnight Delivery	Letter	3	\$15.00	\$45
Field Supplies (At cost)	Misc	0	\$100.00	\$0
GPS Rental (At cost)	Day	0	\$85.00	\$0
Film Process and Development	36 Exp.	0	\$20.00	\$0
Color Reproduction - Plates	Page	0	\$1.00	\$0
Copies - B&W	Page	0	\$0.10	\$0
Curation fee	Drawer	0	\$1,587.60	\$0
TOTAL Nonlabor Expenses				\$576

SUBTOTAL COST--SCOPE OF WORK-CMEC **\$6,832**



142 Chula Vista, San Antonio, Texas 78232 • Phone: (210) 308-5884 • Fax: (210) 308-5886

October 6, 2016 (Revised October 17, 2016)
Arias Job No. 2016-731

VIA Email: mpersyn@kfriese.com

Mr. Michael Persyn, P.E.
K FRIESE + ASSOCIATES
16170 Jones Maltsberger Road, Suite 109
San Antonio, Texas 78247

RE: Proposal for Geotechnical Engineering Services
Kyle Center Street Wastewater Line Project
IH 35 and Kyle Center Street
Kyle, Texas

Dear Mr. Persyn:

Thank you for the opportunity to submit this proposal for a Geotechnical Study for the proposed project. We understand that Arias Geoprofessionals, Inc. (Arias) has been preselected for this project based on our qualifications.

Project Information

The Kyle Center Street Wastewater Line Project involves upsizing approximately 7,240 LF of 12-inch diameter wastewater line in Kyle, Texas. The new line is anticipated to be 18 to 21-inches in diameter with an average cover of about 10 to 15 feet. The new line is expected to be installed primarily by open-cut methods with the possibility of some sections of trenchless work via pipe bursting. Furthermore, the line will be installed by trenchless methods (i.e. bore and jack) beneath IH 35, FM 150, and Hill Street.

Proposed Scope of Services

Arias proposes to drill 10 borings to depths of 15 to 35 feet for a total drilling amount of 260 feet at the locations shown on the attached Proposed Boring Location Plan. The proposed borings locations are shown on the attached Site Plan that you provided to us. If groundwater is encountered, we plan to install observation wells (i.e. standpipe piezometers) within the open boreholes of Borings B-1, B-4, and B-7. These borings will be drilled near locations where the boring and jacking of casing is planned beneath roadways. If groundwater is not encountered, however, the piezometers will not be installed.

The following geotechnical services have been proposed for the project:

1. Arias will locate the borings, and contact Texas 811 One Call service in order to mark public utilities in the immediate vicinity of the proposed borings. We understand that borings will be drilled outside of the TxDOT right-of-way (ROW) for IH 35 and FM 150; thus, it will not be necessary to obtain a permit from TxDOT, and traffic control will not be required.
2. The borings will be drilled using a truck-mounted drill rig. Arias will retain a qualified subcontract driller to perform the drilling; however, Arias personnel will locate the borings, will direct the sampling efforts, and will visually classify recovered samples. Soil interpreted to be clay in the field will be sampled by either pushing a thin-walled tube (ASTM D 1587) or with a split barrel sampler while performing the Standard Penetration Test (ASTM D 1586). Soil interpreted to be sand or gravel in the field will be sampled with a split barrel sampler while performing the Standard Penetration Test (ASTM D 1586). Where rock is encountered, a 2-inch NX core barrel will be used to continuous core the rock with the aid of water (ASTM D 2113). Recovered soil and rock will be visually classified in the field.

3. If groundwater is encountered, the depth that groundwater is encountered will be recorded. After completion of the borings, the water level in the boreholes will be measured, and 2-inch diameter PVC standpipe piezometers (i.e. observation wells) will be installed in Borings B-1, B-4, and B-7 as previously noted in order to evaluate groundwater levels over time. The remainder of the borings will be backfilled with bentonite chips mixed with the soil cuttings.
4. Arias will provide to K FRIESE the GPS coordinates at the as-drilled locations of the borings so that the locations can be surveyed to determine: (a) Texas State Plane Coordinates, and (b) elevations on the ground surface and on top of the PVC piezometer standpipes.
5. The subsurface soils/rock will be characterized in accordance with their physical and engineering characteristics by means of Atterberg Limits, moisture content, sieve and hydrometer (grain size) analysis, and unconfined compression (soil and rock).
6. An electronic copy (pdf format) of our Geotechnical Report will be prepared by a Licensed Texas Professional Engineer that will include:
 - Description of the field exploration program;
 - Description of the laboratory testing program;
 - Boring location plan that depicts borehole and piezometer locations;
 - Boring logs with soil classifications based on the Unified Soil Classification System (ASTM D 2487) with a chart illustrating the soil and rock classification criteria and the terminology and symbols used on the boring logs;
 - Description of site geology based on location of the site on the Geologic Atlas of Texas;
 - Generalized site stratigraphy and engineering properties developed from field and laboratory data at the explored locations;
 - Depth and elevations where groundwater was encountered during drilling and from piezometer readings, and the potential impact of groundwater on construction;
 - Evaluation of the excavation methods for open-cut sewer installation and for excavation of jacking/receiving pits for trenchless boring and jacking of casing beneath roadways;
 - Bedding and backfill recommendations, and gross allowable bearing capacity; and,
 - OSHA soil/rock classifications and shear strength design parameters for temporary excavation and shoring considerations.

Proposed Fee

Our Lump Sum Fee for the Geotechnical Study, not including installation of piezometers, will be **\$19,918.00** for the performance of the scope of work for this project as described in this proposal. If up to 3 piezometers are installed in the borings, there will be an additional charge of **\$700.00** per piezometer, which includes the costs of materials, installation, and taking three (3) water level readings subsequent to installation. The work will be performed as outlined in the General Conditions included with this proposal. A Geotechnical Cost breakdown is included with this proposal to: (1) demonstrate the work scope and unit rates that are the basis for our lump sum fee, and (2) establish unit rates in case the work scope is increased. We will submit monthly progress billing during the course of our study based on the percent completion.

We have prepared our scope and fee with the understanding that the site is accessible to a truck-mounted drilling rig, no clearing will be required, no concrete coring will be required, and that no special permission will be needed for access. We have assumed that you will provide free access to the proposed drilling locations. Supplemental letters are not included in our work scope, and if required, they will be billed according to the unit rates given in the attached fee breakdown.

Schedule

After receiving Notice-to-Proceed (NTP), we estimate that it will take about 2 weeks to mark boring locations and have underground utilities cleared. The field study is anticipated to take 3 working days, and if 3 piezometers are installed, the field work could take an additional day for a total of 4 working days. Laboratory testing is anticipated to be completed in about 1½ to 2 weeks. A draft of our written report can be delivered to you about 2 weeks after completing the laboratory testing. Thus, we are anticipating submitting the report about 6 to 7 weeks after receiving NTP.

Delays sometime occur due to adverse weather, utility clearance requirements, obtaining Right of Entries and other factors outside of our control. In this event, we will communicate the nature of the delay with you and provide a revised schedule at the earliest possible date.

Proposal Acceptance

Please let us know if this proposal meets your expectations. If acceptable, the authorization table at the end of this proposal should be completed as applicable or a work authorization can be issued. We will begin work upon receipt of a signed copy of the proposal or work authorization by an authorized representative. Please return the entire signed proposal or work authorization to us by fax, mail or email to tfox@ariasinc.com. If the billing address is different, please include that information as well.

Should you have any questions, please do not hesitate to contact me. We appreciate the opportunity provided and look forward to being an integral part of the Project Team.

Sincerely,

ARIAS & ASSOCIATES, INC.

TBPE Registration No: F-32

A handwritten signature in blue ink, appearing to read 'Tim Fox'.

Timothy J. Fox, P.E.
Senior Geotechnical Engineer

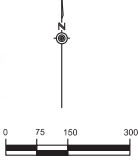
A handwritten signature in blue ink, appearing to read 'Spencer A. Higgs'.

Spencer A. Higgs, P.E.
Director of Engineering



**ARIAS PROPOSED BORING
LOCATION PLAN**

- - Proposed Soil Bore Location to be converted to Piezometer
- - Proposed Soil Bore



CITY OF KYLE

CENTER STREET WW LINE



1120 S. Capital of Texas Highway
Cypress, TX 77414
P - 512.338.1204 F - 512.338.7874
BPE Firm Number 6535
www.kfr.com

GEOTECHNICAL ENGINEERING STUDY

Kyle Center Street Wastewater Line, Kyle, Texas

Arias Geoprosessionals - Job No. 2016-731 - October 6, 2016

DIRECT COSTS				
Description	Qty.	Unit	Unit Cost	Total
Field Exploration				
Drill Rig Mobilization - Rock Coring (Personnel & Equipment)	100	miles	\$ 3.25	\$ 325.00
Rock Coring & Sampling	260	ft	\$ 25.00	\$ 6,500.00
SUBTOTAL FIELD:				\$ 6,825.00
Laboratory Tests				
Moisture Content	50	ea	\$ 18.00	\$ 900.00
Atterberg limits test	30	ea	\$ 71.00	\$ 2,130.00
Minus #200 sieve test	10	ea	\$ 55.00	\$ 550.00
Sieve Analysis	3	ea	\$ 76.00	\$ 228.00
Unconfined Compression test - soil	5	ea	\$ 65.00	\$ 325.00
Unconfined Compression test - rock	15	ea	\$ 75.00	\$ 1,125.00
SUBTOTAL LAB:				\$ 5,258.00
Engineering Report				
TOTAL DIRECT COSTS				\$ 12,083.00

LABOR COSTS							
	Project Manager	Sr. Project Engineer	Project Engineer	Professional Geologist	Sr. Eng. Technician	Clerical	Total by Task
	\$ 160.00	\$ 140.00	\$ 117.00	\$ 90.00	\$ 75.00	\$ 50.00	
Description							
Project Initiation		1.0				1.0	\$ 190.00
Field Coordination		2.0			2.0		\$ 430.00
Field Reconnaissance - Locate Borings & Utility Clearance					4.0		\$ 300.00
Soil/Rock Sampling and Logging					30.0		\$ 2,250.00
Classify Soil & Rock Samples and Assign Laboratory Testing		5.0					\$ 700.00
Preparation of Boring Logs		4.0			5.0		
Preparation of Draft Geotechnical Data Report	3.0	14.0			2.0		\$ 2,590.00
Preparation of Final Geotechnical Data Report	1.0	2.0					\$ 440.00
Subtotal Hours	4.0	28.0	0.0	0.0	43.0	1.0	
Subtotal	\$ 640.00	\$ 3,920.00	\$ -	\$ -	\$ 3,225.00	\$ 50.00	\$ 7,835.00
TOTAL LABOR COSTS							\$ 7,835.00

PROJECT TOTAL	\$ 19,918.00
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Summary of Fees	
Direct Costs	\$ 12,083.00
Labor Costs	\$ 7,835.00
Total Fee	\$ 19,918.00

Insurance

Paragraph 6.05 of the Agreement is amended and supplemented to include the following agreement of the parties.

G6.05 Insurance

- A. The limits of liability for the insurance required by Paragraphs 6.05.A and 6.05.B of the Agreement are as follows, unless and except as specifically modified by a specific Task Order:
1. By Engineer:
 - a. Workers' Compensation: Statutory
 - b. Employer's Liability –
 - 1) Bodily injury, each accident: \$1,000,000
 - 2) Bodily injury by disease, each employee: \$1,000,000
 - 3) Bodily injury/disease, aggregate: \$1,000,000
 - c. General Liability –
 - 1) Each Occurrence
(Bodily Injury and Property Damage): \$1,000,000
 - 2) General Aggregate: \$2,000,000
 - d. Excess or Umbrella Liability –
 - 1) Each Occurrence: \$Not Required
 - 2) General Aggregate: \$Not Required
 - e. Automobile Liability – Combined Single Limit
(Bodily Injury and Property Damage): \$1,000,000
 - f. Professional Liability –
 - 1) Each Claim Made: \$1,000,000
 - 2) Annual Aggregate: \$1,000,000
 - g. Other (specify): \$None
 - B. Additional Insureds:
 1. The Owner shall be listed on Engineer's general liability policy.

Exhibit G - Insurance

This is **EXHIBIT H**, consisting of 1 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services – Task Order Edition** dated October 18, 2016.

Dispute Resolution

Paragraph 6.09 of the Agreement is supplemented to include the following agreement of the parties:

H6.09 *Dispute Resolution*

- A. *Mediation*: Owner and Engineer may agree that they shall first submit any and all unsettled claims, counterclaims, disputes, and other matters in question between them arising out of or relating to this Agreement, including any Task Order, or the breach thereof ("Disputes") to mediation. Owner and Engineer agree to participate in the mediation process in good faith. The process shall be conducted on a confidential basis, and shall be completed within 120 days. If such mediation is unsuccessful in resolving a Dispute, then (1) the parties may mutually agree to a dispute resolution method of their choice, or (2) either party may seek to have the Dispute resolved by a court of competent jurisdiction.

This is **EXHIBIT I**, consisting of 1 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services – Task Order Edition** dated October 18, 2016.

Limitations of Liability

Paragraph 6.11 of the Agreement is supplemented to include the following agreement of the parties:

I6.11.A Limitation of Engineer's Liability

1. *Engineer's Liability Limited to Amount of Insurance Proceeds:* Engineer shall procure and maintain insurance as required by and set forth in Exhibit G to this Agreement. Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by law, the total liability, in the aggregate, of Engineer and Engineer's officers, directors, members, partners, agents, employees, and Consultants to Owner and anyone claiming by, through, or under Owner for any and all claims, losses, costs, or damages whatsoever arising out of, resulting from, or in any way related to the Specific Project or the Task Order from any cause or causes, including but not limited to the negligence, professional errors or omissions, strict liability, breach of contract, indemnity obligations, or warranty express or implied, of Engineer or Engineer's officers, directors, members, partners, agents, employees, or Consultants (hereafter "Owner's Claims"), shall not exceed the total insurance proceeds paid on behalf of or to Engineer by Engineer's insurers in settlement or satisfaction of Owner's Claims under the terms and conditions of Engineer's insurance policies applicable thereto (excluding fees, costs and expenses of investigation, claims adjustment, defense, and appeal), up to the amount of insurance required under this Agreement. If no such insurance coverage is provided with respect to Owner's Claims, then the total liability, in the aggregate, of Engineer and Engineer's officers, directors, members, partners, agents, employees, and Consultants to Owner and anyone claiming by, through, or under Owner for any and all such uninsured Owner's Claims shall not exceed Engineer's Fees.
2. *Exclusion of Special, Incidental, Indirect, and Consequential Damages:* To the fullest extent permitted by law, and notwithstanding any other provision in the Agreement, consistent with the terms of Paragraph 6.11, the Engineer and Engineer's officers, directors, members, partners, agents, Consultants, and employees shall not be liable to Owner or anyone claiming by, through, or under Owner for any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to this Agreement, the Task Order, or the Specific Project, from any cause or causes.

This is **EXHIBIT K**, consisting of 2 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services – Task Order Edition** dated October 18, 2016.

Amendment To Task Order No. 3

1. Background Data:

- a. Effective Date of Task Order:
- b. Owner:
- c. Engineer:
- d. Specific Project:

2. Description of Modifications

[Include the following paragraphs that are applicable and delete those not applicable to this amendment. Refer to paragraph numbers used in the Agreement or a previous amendment for clarity with respect to the modifications to be made. Use paragraph numbers in this document for ease of reference herein and in future correspondence or amendments.]

- a. Engineer shall perform the following Additional Services: []
- b. The Scope of Services currently authorized to be performed by Engineer in accordance with the Task Order and previous amendments, if any, is modified as follows: []
- c. The responsibilities of Owner with respect to the Task Order are modified as follows: []
- d. For the Additional Services or the modifications to services set forth above, Owner shall pay Engineer the following additional or modified compensation: []
- e. The schedule for rendering services under this Task Order is modified as follows: []
- f. Other portions of the Task Order (including previous amendments, if any) are modified as follows: []

[List other Attachments, if any]

3. Task Order Summary (Reference only)

- | | | |
|----|----------------------------------|-------|
| a. | Original Task Order amount: | \$[] |
| b. | Net change for prior amendments: | \$[] |
| c. | This amendment amount: | \$[] |
| d. | Adjusted Task Order amount: | \$[] |

The foregoing Task Order Summary is for reference only and does not alter the terms of the Task Order, including those set forth in Exhibit C.

Owner and Engineer hereby agree to modify the above-referenced Task Order as set forth in this Amendment. All provisions of the Agreement and Task Order not modified by this or previous Amendments remain in effect. The Effective Date of this Amendment is _____.

OWNER:

ENGINEER:

By: _____

By: _____

Title: _____

Title: _____

Date
Signed: _____

Date
Signed: _____