

Task Order

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

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: **(see page 3)**
- b. Owner: **City of Kyle**
- c. Engineer: **Neptune-Wilkinson Associates, Inc.**
- d. Specific Project (title): **Barton Lift Station Abandonment**
- e. Specific Project (description): **Prepare utility easement and construction plans for a gravity wastewater line to replace existing wastewater lift station which will be abandoned to be constructed by City of Kyle personnel.**

2. Services of Engineer

- A. The specific services to be provided or furnished by Engineer under this Task Order are as follows:
 - 1) Field survey route of proposed gravity wastewater line and establish an alignment.**
 - 2) Provide a metes and bounds description of a utility easement for the gravity wastewater line and provide an easement form.**
 - 3) Prepare plan and profile sheets for the gravity wastewater line and a method for abandonment of the lift station.**
 - 4) Provide construction staking for the gravity wastewater line.**
 - 5) Make periodic inspections during construction and prepare Record Drawings of the completed work.**
- B. All of the services included above comprise Basic Services for purposes of Engineer's compensation under this Task Order.

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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

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

1) Owner shall be responsible for obtaining access to the site and execution of the easement including negotiations, conditions and payment for the easement and shall be responsible for any required permits or fees associated with the work.

2) 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 two (2) review copies of the Preliminary Design Phase documents and opinion of probable Construction Cost to Owner.	Within sixty (60) days of Owner's authorization to proceed with Preliminary Design Phase services.
Owner	Submit comments regarding the Preliminary Design Phase and opinion of probable Construction Cost to Engineer.	Within fifteen (15) days of the receipt of the Preliminary Design Documents.
Engineer	Furnish two (2) copies of the easement documents.	Within fifteen (15) days of Owner's comments regarding Preliminary Design Phase documents.
Engineer	Furnish three (3) copies of the final Plans and Specifications for construction.	Within ten (10) days of Owner's securing an executed easement.
Engineer	Provide Construction Staking.	Within five (5) days of request by Owner.
Engineer	Provide Record Drawings.	Within thirty (30) days of the receipt of completion of construction by Owner.

6. Payments to Engineer

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

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Description of Service	Estimated Amount	Basis of Compensation
1. Basic Services (Part 1 of Exhibit A)		
a.&b. Preliminary and Final Design Phase	\$6,000.00	Hourly
d. Construction Phase	1,500.00	Hourly
h. Other Services – Prepare Utility Easement	3,000.00	Hourly
TOTAL COMPENSATION (lines 1.a-h)	\$10,500.00	

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:

Not applicable

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

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 _____, 2016.

OWNER:

CITY OF KYLE

By: _____

ENGINEER:

NEPTUNE-WILKINSON ASSOCIATES, INC.

By:  _____

Print Name: R. Todd Webster

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

Title: Mayor

Title: President

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Engineer License or Firm's F-359
Certificate No. (if required): _____
State of: Texas

DESIGNATED REPRESENTATIVE FOR TASK ORDER:

ATTEST: _____
Jennifer Vetrano, City Secretary

Name: John A. Bartle, P.E. _____

Title: Neptune-Wilkinson Associates, Inc. _____

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

Address: 4010 Manchaca Road
Austin, TX 78704 _____

E-Mail johnnwainc@sbcglobal.net
Address: _____
Phone: (512) 462-3373 _____

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