

**SUGGESTED FORM OF
TASK ORDER**

This is Amendment 1 of
existing Task Order No. 2,
consisting of 2 pages.

Task Order

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

1. Background Data

- a. Effective Date of Task Order: 11/15/2016
- b. Owner: City Of Kyle
- c. Engineer: LJA Engineering, Inc.
- d. Specific Project (title): Bunton Creek Interceptor Phase 3.2
- e. Specific Project (description): Environmental and Cultural Investigations.

2. Services of Engineer

- A. The specific services to be provided or furnished by Engineer under this Task Order are:

Set forth in Exhibit A, "Engineer's Services for Task Order," modified for this specific Task Order, and attached to and incorporated as part of this Task Order.
- B. All of the services included above comprise Basic Services for purposes of Engineer's compensation under this Task Order.

3. 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 following schedule:

Project Completion – 4/1/2017

5. Payments to Engineer

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

For the scope of services outlined in Exhibit A, a lump sum total fee would be \$2,000.

6. Attachments:

a. ASTM E 1527-13 User Questionnaire

7. Terms and Conditions

Execution of this Task Order by Owner and Engineer shall make it subject to the terms and conditions of the Agreement (as modified above), which Agreement is incorporated by this reference. Engineer is authorized to begin performance upon its receipt of a copy of this Task Order signed by Owner.

The Effective Date of this Task Order is 11/15/2016.

OWNER:

ENGINEER:

By: _____

By: _____

Print Name: R. Todd Webster

Print Name: Jeff Collins, PE

Title: Mayor

Title: Executive Vice President

Engineer License or Firm's Certificate No. (if required): F-1386
State of: Texas

DESIGNATED REPRESENTATIVE FOR TASK ORDER:

ATTEST _____
Amelia Sanchez, City Secretary

Name: Jason Bybel, PE, PMP

Title: Senior Project Manager

Address: 5316 Highway 290 West, Suite 150
Austin, Texas 78735

E-Mail Address: jbybel@ljaengineering.com

Exhibit A

**Engineer's Services for
Bunton Creek Interceptor Phase 3.2 Environmental and Cultural Assessments**

Background:

The proposed Bunton Creek Interceptor, Phase 3 project is to construct a gravity wastewater interceptor in the southeastern portion of Kyle, Texas. The proposed interceptor will allow the Southlake Lift Station and Bunton Creek Lift Station to be decommissioned and demolished. Diversion lines from the existing gravity systems tied to the lift stations will be designed and connected to the Bunton Creek Interceptor.

Purpose:

To perform archival research, per THC requirements, to complete the survey level assessment of the historic-period archeological site (collapsed structure and historic artifact scatter) located on the Walton Tract of the proposed Bunton Creek Interceptor Phase 3.2 alignment. The research results will be incorporated into the report of findings as support for assessing the historic archeological site.

Scope:

The Engineer will perform the following tasks listed below, as described in detail in each Task:

TASK 1 – ARCHIVAL RESEARCH

The Engineer and Subconsultants will:

1. Perform Archival Research to complete the survey level assessment of the historic-period archeological site discovered in the Cultural Resources Phase I Intensive Survey of:
 - o Segment 3.2
 - o See Attached Terracon Consultants, Inc. proposal

Deliverables

- Research Results that will be utilized in the Cultural Resources Phase I Intensive Survey Reports

SUBCONSULTANTS

Terracon Consultants, Inc. (Environmental) – See attached scope.

NOT INCLUDED IN SCOPE

The following items are **not** included in this scope:

- ROW/Easement Negotiation and/or Acquisition Services
- Boundary or Topographical Surveys
- Geotechnical Investigations
- PS&E Design

- Drainage reports or studies
- Bid Phase Services
- Construction Phase Administration
- Construction Material Testing
- Construction Inspection

Exhibit B

**Owner's Responsibilities for
Bunton Creek Interceptor Phase 3.2 Environmental & Cultural Assessments**

The City will perform the following:

- Promptly execute contract documents and amendments as necessary so as not to delay the prosecution of work.
- Promptly review and process all requests for payment.
- Prompt plan review of all interim and milestone deliverables
- Provide Bunton Creek Interceptor Phase 3.2 proposed route
- Provide Right of Entry for all subject properties
- Provide Utility and Construction Easement Documentation and Acquisition Services
- Provide all public involvement and coordination with landowners

SUPPLEMENT TO AGREEMENT FOR SERVICES**CHANGE TO
SCOPE OF SERVICES AND FEES**

This **SUPPLEMENT to AGREEMENT FOR SERVICES** to the original Agreement for Services (original Agreement dated 12/09/2016, Agreement reference number P96167846) is between LJA Engineering, Inc. ("Client") and Terracon Consultants, Inc. ("Consultant") for additional or changed Services to be provided by Consultant for client on the Project, as described in the Agreement for Services. This Supplement is incorporated into and part of the Agreement for Services.

- 1. Scope of Services.** The scope of the additional or changed Services are described in the Scope of Services section of the Consultant's Supplemental Proposal, unless Services are otherwise described below or in Exhibit B to this Supplement (which section or exhibit are incorporated into the Supplement).

Terracon will perform archival research, per THC requirements, to complete the survey level assessment of the historic-period archeological site (collapsed structure and historic artifact scatter) located on the Walton Tract of the alignment. The research results will be incorporated into the report of findings as support for assessing the historic archeological site.

- 2. Compensation.** Client shall pay compensation for the additional or changed Services performed at the fees stated in the Supplemental Proposal unless fees are otherwise stated below or in Exhibit C to this Supplement (which section or exhibit are incorporated into the Supplement).

Compensation for the archival research supplemental task is \$2,000.00.

All terms and conditions of the **Agreement for Services** shall continue in full force and effect. This Supplement is accepted and Consultant is authorized to proceed.

Consultant: **Terracon Consultants, Inc.**
By: _____ Date: **2/16/2017**
Name/Title: **Ann M Scott / Senior Scientist**
Address: **5307 Industrial Oaks Blvd Ste 160**
Austin, TX 78735-8821
Phone: **(512) 442-1122** Fax: **(512) 442-1181**
Email: **amscott2@terracon.com**

Client: **LJA Engineering, Inc.**
By: _____ Date: _____
Name/Title: **Jason Bybel /**
Address: **5316 Hwy 290 West, Ste 150**
Austin, TX 78735
Phone: **(512) 439-4758** Fax: _____
Email: **jbybel@ljaengineering.com**