

Task Order

In accordance with Paragraph 1.01 of the Agreement Between Owner and Engineer for Professional Services – Task Order Edition, dated September 18, 2017 ("Agreement"), Owner and Engineer agree as follows:

1. Background Data

- a. Effective Date of Task Order: _____, 2017
- b. Owner: City of Kyle
- c. Engineer: CP&Y, Inc.
- d. Specific Project (title): North Trails Wastewater Interceptor Improvements
- e. Specific Project (description): Evaluate and recommend alignment for approximately 4,500 LF of 36-inch wastewater line in the vicinity of Lehman Road and Plum Creek to accommodate future flow increases which are projected to exceed the capacity of the existing wastewater line.

2. Services of Engineer

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

- Study and Report Services (Exhibit A, Part 1)

3. Additional Services

A. Additional Services that may be authorized or necessary under this Task Order are:

- Set forth as Additional Services in Part 2—Additional Services, of 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.

4. Owner's Responsibilities

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

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 five (5) review copies of the Draft Report to Owner.	Within 100 days of the Effective Date of the Task Order.
Owner	Submit comments regarding Draft Report to Engineer.	Within 14 days of the receipt of Draft Report from Engineer.
Engineer	Furnish five (5) copies of the Final Report to Owner.	Within 21 days of receipt of the Owner's comments regarding the Draft Report.

6. 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 (Part 1 of Exhibit A)		
a. Study and Report Phase (A1.01)	\$52,181.50	Lump Sum
TOTAL COMPENSATION (lines 1.a)	\$52,181.50	
2. Additional Services (Part 2 of Exhibit A)	(N/A)	(N/A)

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:** None.

8. **Other Modifications to Agreement and Exhibits:** None.

9. **Attachments:** Exhibit A, Exhibit B, Exhibit C.

10. **Other Documents Incorporated by Reference:** None.

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 _____, 2017.

OWNER:
CITY OF KYLE

ENGINEER:
CP&Y, Inc.

By: _____

By: _____

Print
Name: Travis Mitchell

Print
Name: James J. Roohms

Title: Mayor

Title: Chief Operating Officer

Engineer License or Firm's
Certificate No. (if required): F-1741
State of: Texas

DESIGNATED REPRESENTATIVE FOR TASK ORDER:

DESIGNATED REPRESENTATIVE FOR TASK ORDER:

ATTEST: _____
Jennifer Vetrano, City Secretary

Name: Ryan Owen

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

Title: Project Manager

Address: 13809 Research Blvd., Ste. 300
Austin, TX 78750

E-Mail
Address: rowen@cpyi.com

Phone: (512) 492-6823

Task Order Form

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Engineer's Services for Task Order

PART 1—BASIC SERVICES

A1.01 *Study and Report Phase Services*

As Basic Services, Engineer shall:

A. PROJECT MANAGEMENT

1. Project Progress Meetings: Attend, conduct and document up to three (3) project meetings. Prepare meeting minutes including action item list.
2. Project Administration: Internal design team meetings and perform project administration. Develop monthly project status report to be submitted with monthly invoices.

B. PRELIMINARY ENGINEERING REPORT

The Preliminary Engineering Report (PER) evaluation will be based on available record documents and available design documents. The project limits are generally defined in Figure 7.5.1 of the 2015 Wastewater Collection System Hydraulic Model Report. Topographic survey is not included in this phase of work.

1. Data Review and Coordination
 - (a) Review record drawings, wastewater master plan reports and modeling data, and available design documents for the existing wastewater line and other utilities potentially impacted by the project.
 - (b) Review and compile GIS data provided by City for evaluation and use in creating exhibits.
2. Flow Projection Review
 - (a) Provide cursory review of flow projection documentation provided by City. Review will include check of Living Unit Equivalents (LUE) per acre estimates of proposed upstream developments, and check of flow projection calculations performed by others.
3. Subsurface Utility Engineering (SUE)
 - (a) Perform Quality Level 'D' (QL-D) SUE in accordance with ASCE Standard 38-02 in the project location to assist with alignment evaluation. QL-D is the most basic level of information for utility locations. It comes solely from existing utility records or verbal recollections. QL-D is useful primarily for project planning and route selection activities. It is anticipated that more detailed utility investigation will be included in the final design phase.
 - (b) One (1) site visit for the purpose of identifying surface features indicative of existing utilities.
 - (c) QL-D SUE information will be shown on the exhibits as part of the PER. City to provide GIS or CAD files of existing City-owned utility infrastructure.
4. Utility and Construction Coordination
 - (a) Based on the findings of the SUE, provide a document list of potentially impacted utility owners and contact information.
 - (b) Request existing record drawing information of potentially impacted utilities and, if received, perform review for potential conflicts. It is anticipated that any meetings required with utility owners will be included in the final design phase.
 - (c) Coordinate with Lehman Road project design team for proposed roadway design to incorporate into alignment analysis, and attend one (1) meeting.

Exhibit B— Owner's Responsibilities

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5. Desktop Environmental Evaluation
 - (a) Environmental Constraints Identification: The Engineer shall perform a desktop review of environmental constraints within the project area. Constraints to be identified include:
 - Cemeteries
 - Parks, Preserves, trails and greenbelts
 - Soils and vegetation communities
 - Hazardous material sites
 - National Register listed historic properties
 - Archeological sites from the Texas Archeological Research Laboratory
 - Data from the Texas Parks and Wildlife Department's Natural Diversity Database
 - United States Fish and Wildlife Service's Critical Habitat Mapper
 - National Wetlands Inventory Data
 - Floodplains
 - National Hydrography Dataset
 - Land uses identified through aerial photo interpretation and a limited site visitFollowing a review of the data obtained, the Engineer shall conduct a limited site visit from adjacent public right-of-way to supplement information obtained through desktop resources.
 - (b) Environmental Constraints Summary Report: Information obtained in Task 4.a. will be compiled, analyzed and mapped in a Geographic Information System (GIS). A draft Environmental Constraints Summary Report will be prepared that summarizes potential constraints and provides a recommendation for more detailed field investigations and potential permitting requirements. A map showing the environmental constraints along with the project alignments will be included as part of the Summary Report.
6. Materials of Construction
 - (a) Provide recommendations of pipe materials for the utility improvement based on the findings of the above evaluation, and develop limits of open cut versus trenchless construction and encasement.
7. Alignment Evaluation
 - (a) Review property lines, surface features, and items evaluated under this task.
 - (b) Review existing topography based on available LIDAR data to establish minimum cover and slope requirements are feasible for the proposed alignment. Topographic data to be provided by the City.
 - (c) Develop easement needs for the proposed alignment.
 - (d) Develop optimal alignment based on the information gathered in this task.
 - (e) Develop Sequence of Construction.
8. Preliminary Engineering Report
 - (a) Develop Draft PER document summarizing the findings of the above tasks, including Quality Control (QC) review.
 - (b) Develop Final PER document incorporating City comments from Draft PER, including QC review.
 - (c) Develop exhibits for PER analysis and recommended alignments, including QC review. Exhibits shall be overlaid with relevant GIS reference layers as provided by the City, such as streets, pipe alignments, manholes, and showing proposed pipe improvements.
 - (d) Opinion of Probable Construction Cost.

PART 2—ADDITIONAL SERVICES

A2.01 Additional Services Requiring an Amendment to Task Order

- A. Work not described in the basic services must be approved by supplemental amendment by the City before the Engineer undertakes it. If the Engineer is of the opinion that any work is beyond the scope of this Contract and constitutes additional work, the Engineer shall promptly notify the Owner of that opinion, in writing. In the event the City finds that such work does constitute additional work, then the City shall so advise the Engineer, in writing, and shall provide extra compensation to the Engineer for the additional work as provided under a supplemental agreement.

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 record drawing and available design information for the existing interceptor and utilities in the vicinity of the project.
2. Provide design documents for proposed Lehman Road construction project, and other adjacent projects which may impact the alignment.
3. Provide GIS files of existing wastewater system, water system, property lines, streets and topographic data.
4. Provide access to the project site.
5. 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.
6. 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.
7. 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.
- 8. 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.
 - 9. 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.
 - 10. 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.
 - 11. 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.
 - 12. 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 constructibility review.
 - 13. 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

Exhibit B– Owner's Responsibilities

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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.

14. Inform Engineer in writing of any specific requirements of safety or security programs that are applicable to Engineer, as a visitor to the Site.
15. 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.
16. Inform Engineer regarding any need for assistance in evaluating the possible use of Project Strategies, Technologies, and Techniques, as defined in Exhibit A.
17. Advise Engineer as to whether Engineer's assistance is requested in identifying opportunities for enhancing the sustainability of the Project.
18. Place and pay for advertisement for Bids in appropriate publications.
19. 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.

This is **EXHIBIT C**, consisting of 2 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services – Task Order Edition** dated September 18, 2017.

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 *Explanation of Compensation Method*

A. *Lump Sum*

1. Owner shall pay Engineer a Lump Sum amount for the specified category of services as shown on the following page.
2. The Lump Sum includes 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. 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.

**North Trails Wastewater Interceptor Improvements
City of Kyle**

Fee Schedule/Budget

Project Phase	Task Description	Principal	Senior Engineer	Project Manager	Project Engineer	EIT	CAD Technician	Admin	Sr. Environ. Planner	Environ. Planner II	Senior Technician	Total Labor Hours	Total Direct Labor Costs	Expenses*	Total Cost by Phase
		\$200.00	\$175.00	\$165.00	\$135.00	\$95.00	\$78.00	\$68.00	\$120.00	\$78.00	\$80.00				
A.	PROJECT MANAGEMENT														
A.1.	Project Progress Meetings			6	12							18	\$ 2,610.00	\$ 66.00	\$ 4,884.00
A.2.	Project Administration			6	6			6				18	\$ 2,208.00		
B.	PRELIMINARY ENGINEERING														\$ 47,297.50
B.1.	Data Review and Coordination			2	4	4	4	2				16	\$ 1,698.00		
B.2.	Flow Projection Review		2	2	6	8						18	\$ 2,250.00		
B.3.	Subsurface Utility Engineering (SUE)		2	4	2	8	8				24	48	\$ 4,584.00		
B.4.	Utility and Construction Coordination		2	4	8	8	4					26	\$ 3,162.00		
B.5.	Desktop Environmental Evaluation		2	2			16		16	20		56	\$ 5,408.00	\$ 37.50	
B.6.	Materials of Construction		2	2	4	4						12	\$ 1,600.00		
B.7.	Alignment Evaluation	2	8	24	24	32	16					106	\$ 13,288.00		
B.8.	Preliminary Engineering Report	2	16	16	24	32	40					130	\$ 15,240.00	\$ 30.00	
		4	34	68	90	96	88	8	16	20	24	448	\$ 52,048.00	\$ 133.50	\$ 52,181.50

*Includes Printing and Mileage