

## TASK ORDER NO. 1

### Task Order

---

In accordance with Paragraph 1.01 of the Agreement Between Owner and Engineer for Professional Services – Task Order Edition, dated September 8, 2017 ("Agreement"), Owner and Engineer agree as follows:

#### 1. Background Data

- a. Effective Date of Task Order: \_\_\_\_\_, 2017
- b. Owner: City of Kyle, Texas
- c. Engineer: HDR Engineering, Inc.
- d. Specific Project (title): Plum Creek Interceptor Phase 3 Wastewater Improvements
- e. Specific Project (description): Approximately 8,200 feet of new sanitary sewer for planned development and growth

#### 2. Services of Engineer

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

***See Exhibit A***

- B. Resident Project Representative (RPR) Services

***Does not apply***

- C. Designing to a Construction Cost Limit

***Does not apply***

- D. Other Services

***Does not apply***

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

### 3. Additional Services

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

***Does not apply***

#### Owner's Responsibilities

Owner shall have those responsibilities set forth in Article 2 of the Agreement, subject to the following:  
***See Exhibit A***

### 4. Task Order Schedule

In addition to any schedule provisions provided in Exhibit A or elsewhere, the parties shall meet the following schedule:

***See Exhibit A***

### 5. Payments to Engineer

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

***See Exhibit A***

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.

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

***Does not apply***

### 7. Other Modifications to Agreement and Exhibits:

***Does not apply***

### 8. Attachments: Exhibit A

### 9. Other Documents Incorporated by Reference: N/A

## 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 \_\_\_\_\_, 2017

OWNER:

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

Print Name: Travis Mitchell

Title: Mayor

ENGINEER:

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

Print Name: Kelly Kaatz, P.E.

Title: Senior Vice President

Engineer License or Firm's  
Certificate No. (if required): F-754

State of: Texas

### DESIGNATED REPRESENTATIVE FOR TASK ORDER:

ATTEST \_\_\_\_\_  
Jennifer Vetrano, City Secretary

Name: John A. Marler, P.E.

Title: Associate

Address: 4401 West Gate Blvd., Ste. 400,  
Austin, TX 78745

E-Mail  
Address: [john.marler@hdrinc.com](mailto:john.marler@hdrinc.com)

Phone: 512-912-5188

---

#### Task Order Form

EJCDC® E-505, Agreement Between Owner and Engineer for Professional Services – Task Order Edition.  
Copyright © 2014 National Society of Professional Engineers, American Council of Engineering Companies,  
and American Society of Civil Engineers. All rights reserved.



**TASK ORDER NO. 1  
EXHIBIT A  
SCOPE OF SERVICES**

The City of Kyle (City) has identified a section of sanitary sewer in need of increased capacity. The existing sewer is located adjacent to and through the Plum Creek Golf Course and continues along the west side of FM1626 to the railroad right-of-way. The City intends to parallel the existing sewer line and install a new approximately 21-inch line for the majority of the segment. Alternative alignments and trenchless installation alternatives will be evaluated during the Preliminary Engineering phase of the project to determine the least disruptive methods of replacement that are possible within the City's project budget.

Major items that are included in this project are listed below.

1. Installation of approximately 8,200 feet of sanitary sewer from the end of the proposed Anthem segment in the Plum Creek Golf Course to a tie-in point with an existing sewer line south of FM1626 along the UPRR ROW.

**Anticipated services to be provided by HDR**

**Data Collection** – HDR will review available engineering drawings and specifications of existing facilities and the City's capacity requirements associated with the proposed sewer replacement. A site visit to the project site will be conducted to observe surface features and site information.

**Surveying** – HDR will engage the services of a surveyor to provide a topographic survey of the proposed sewer alignments with a width of approximately 50 feet centered on the proposed sewer line in order to gather the necessary data to depict existing conditions on the construction drawings. It is assumed the new line will be located entirely within right-of-way or an existing easement.

**Geotechnical** – HDR will engage the services of a geotechnical laboratory to drill four exploratory borings to a depth of 25 feet, collect samples, and perform lab analysis. The soils data will be compiled into a geotechnical data letter report. HDR will incorporate the geotechnical design criteria into the preliminary design based on the boring data.

**Preliminary Engineering** – Upon written authorization from Owner, Engineer shall:

1. Consult with Owner to define and clarify Owner's requirements for the Project, including design objectives and constraints, capacity and performance requirements, and any budgetary limitations, and identify available data, information, reports, facilities plans, and site evaluations.
2. Prepare Preliminary Design Phase documents consisting of final design criteria, preliminary drawings, outline specifications, and written descriptions of the Project.

3. Provide necessary field surveys and topographic and utility mapping for Engineer's design purposes.
4. Identify, consult with and analyze requirements of governmental authorities having jurisdiction to approve the portions of the Project to be designed or specified by Engineer, including the TCEQ.
5. Based on the information contained in the Preliminary Design Phase documents, prepare an opinion of probable construction cost, and assist Owner in tabulating the various cost categories which comprise total project costs.
6. Obtain and review Owner's instructions 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. Also obtain and review copies of Owner's 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 or content for Engineer to include in the draft bidding-related documents (or requests for proposals or other construction procurement documents), and in the draft Construction Contract Documents, when applicable.
7. Furnish 3 review copies of the Preliminary Design Phase (30%) documents and opinion of probable construction cost to Owner within 90 days of authorization to proceed with this phase, and review them with Owner. Within 15 days of receipt, Owner shall submit to Engineer any comments regarding the furnished items.
8. Revise the Preliminary Design Phase documents, opinion of probable construction cost, and any other Preliminary Design Phase deliverables in response to Owner's comments, as appropriate, and furnish to Owner 3 copies of the revised Preliminary Design Phase documents, revised opinion of probable construction cost, and any other deliverables within 15 days after receipt of Owner's comments.

**Assumptions and Exclusions:**

- The City will facilitate access to adjacent properties for surveying and site visits.
- The City will provide the design flow rate to be conveyed by the sewer to be replaced.
- Design drawings of existing sewer will be provided by the City.
- Mapping of City water and sewer facilities in the area of the project will be provided by the City.
- Locating of existing utilities will be provided by utility companies.
- Construction duration is anticipated to be approximately 7 months.
- Daily construction observation services are not included and are anticipated to be provided by the City.
- Excludes field verification of record drawing information.
- Excludes any environmental or archeological investigations and permitting.

**Period of Services:**

Estimated completion time for services associated with this project are as follows:

Preliminary Engineering	3 months
Detailed Design	TBD
Bidding	TBD
Construction	TBD

**Compensation:**

Compensation for preliminary engineering services shall be on a lump sum basis, with a not to exceed amount of \$74,614. The detailed design, bidding and construction administration fee will be determined when the preliminary engineering phase is completed. The approximate split among phases is listed below.

Preliminary Engineering	\$ 51,232
Surveying	\$ 14,850
Geotechnical	\$ 8,532
Detailed Design	TBD
Bidding	TBD
<u>Construction</u>	<u>TBD</u>
Total all Phases =	TBD